

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 2010-CP-12-00595

Mell Woods, ... Appellant,

v.

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), ... Respondents.

RECORD ON APPEAL VOL. 2

Court of Appeals Internal Tracking Number: 2012 212429

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

Moses Koon & Brackett, PC
B. Michael Brackett
Attorney for Respondent
Post Office Box 100261
Columbia, S.C. 29202

INDEX

ORDERS. pages 02 through 35.
(Additional Orders. . . . pages 586 through 619-626, 629-633)
Judgments, Degrees, Decisions, are included under Orders.
Pleadings. pages 36 through 266.
Transcripts. pages 267 through 361.
(Additional Transcripts. pages 660 through 757.)
Charges. . . there were no charges.
Exhibits and other materials. . . . pages 362 through 578-659.
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CERTIFICATE by Appellant, page 758.

Record numbered using Bates Machine, this is page one.

Some pages hand numbered with stickers.

**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 COURT

Executed this 21st day of December, 2009.

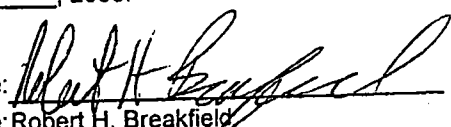
Signature: _____

Name: _____

Address: _____

Telephone (O): _____

(H): _____

Signature: 

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
CLERK OF SUPERIOR COURT

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

IN THE MATTER OF REBA P. HINSON

CASE NUMBER: 2008ES1200297

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:

Patricia Davis

Beneficiary:

Lois Hinson
Lois Hinson

LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN 21 P 12:23
CLERK OF COURT

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
2008 JAN 27 P 12 23

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 of
Estate of Reba P. Hinson
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 21 PM 12:23
CLERK OF PROBATE

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.

Lois H. Roddey
LOIS 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
SEE ATTACHED LIST

ADDRESS

LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN 27 P 12 22
PROBATE COURT
CHESTER COUNTY S.C.

SWORN to before me this 21 day of
December, 2009
Kelly S. Sunwalt
Notary Public for South Carolina
My Commission Expires: 1-16-2014

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): _____

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: Att 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. Lytle
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 62-3-806 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

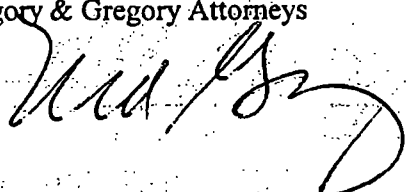
Chester County Probate Court
Post Office Drawer 580
Chester, SC 29706-0580

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

LOIS H. RODDEY
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, 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

Name Ned Gregory, II

Address: Post Office Box 967

Lancaster, SC 29721-0967

Telephone (O) (803) 283-3324

Signature

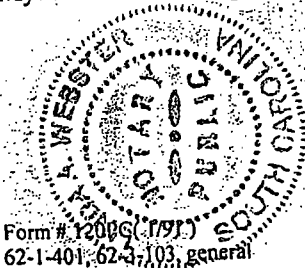
Name

Address:

Telephone (O)

(H)

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



Form # 1200G (1/97)
62-1-401, 62-3-103, 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,

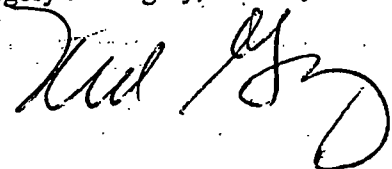
Enclosed please find the original and one copy of the Petition of Robert Harold Breakfield, Esq. for Appointment of Personal Representative in the above captioned estate.

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 P 4:09
PROBATE COURT
CHESTER COUNTY S.C.

Ned Gregory, II

GREGORY & GREGORYSM

ATTORNEYS AT LAW

LOUIS H. RODDEY

Post Office Box 967 PROBATE

210 West Meeting Street

Lancaster, South Carolina 29701-0967

Telephone (803) 283-3324

Fax Line (803) 283-3326

E-Mail: ngregory@cheatercountysc.com

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.

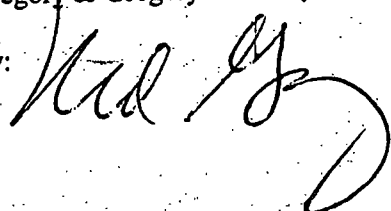
While my client neither agrees with nor opposes the appointment of Gettys, Robert Harold Brakefield, Esq. of the Rock Hill Bar has consented to serve as Personal Representative and is hereby submitted to the Probate Court for its consideration. Mr. Brakefield's phone number is (803) 329-4920.

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 above 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

the other children names
Nathy, John, William,
1-2-3 back of land
in well interest to ask #

LEOIS H. BODDEY
JUDGE OF PROBATE
2001 JAN 29 A 11:30 AM
PROBATE COURT
SHERIFFS COUNTY SC.

at my death I bequest to my daughter Lois S. Huffin Certificate at Spratts Bank in Chester, S.C. to be given at my death to be put in trust fund. ^{she will not have an income} ~~Why~~ she has no land bordering the river except one small area. ^{she will} ~~she~~ ^{will} inherit ~~Track #4~~ which is the ~~Home Stead~~. The land was given to me by my father & mother. Safford Pettit and Hettie Pettit. I my self bought my sister part and my

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

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

at my death I will to Lois Huffin my automobile, my rings, watch, all 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 S 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

517

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

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@infoav

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 vault
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

- ☒ PROBATE OF WILL
☒ APPOINTMENT

(check any that apply)

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.

<u>Name</u>	<u>Date of Birth</u>	<u>Address</u>	<u>Relationship</u>
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?

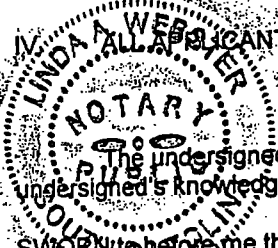
- ☒ YES ☐ NO If no, please explain on page 3.

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

ite to 4, 5, 6 - The handwritten document apparently written by Decedent dated April 5, 2003 and the typed cument 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).



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. Griffin
Notary Public for South Carolina
My Commission Expires: 8-31-2014

Signature: Lois Hinson 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: _____

ME: _____

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 as 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: 2008EST200297

On the 16th day of December, 2009, I mailed or delivered the following document,
pgs. 3 + 4 of form #300; Letter to Judge Gettys; 306 S.C. 290

☐
☒

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

Robert Harold Breakfield

P.O. Box 360481

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:

Name:

Address:

Telephone (O):

(H):

E-mail:

Signature:

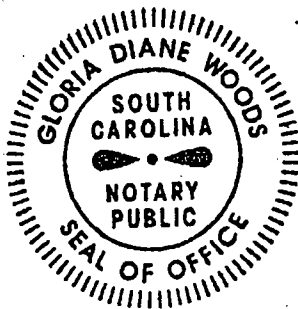
Name:

Address:

Telephone (O):

(H):

E-mail:



2009 DEC 17 3:28
JUDGE OF PROBATE
LOUIS H. RODEY
CHESTER COUNTY, S.C.

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

NOTICE TO CREDITORS OF ESTATES

All persons having claims against the following estates are required to deliver or mail their claims to the indicated Personal Representative, appointed to administer these estates, AND to file their claims on Form #371PC, with the Probate Court for Chester County, at O. Drawer 580, Chester, SC 29706, on or before the date that is 8 months after the date of the first publication of this Notice to Creditors, or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements, indicating the name and the address of the claimant, the basis of the claim, the amount claimed, the date when the claim will become due, the nature of any uncertainty as to the amount claimed, and the date when due, and a description of any security as to the claim.

SOUTH CAROLINA
CHESTER

OF REBA PETTIT HINSON

IN THE PROBATE COURT

NOTICE TO CREDITORS

CASE NUMBER: 2008ES1200297

***NOTICE TO CREDITORS OF ESTATES**

Persons having claims against the following estates are required to deliver or mail their claims to the indicated Personal Representative (PR), appointed to administer these estates, AND to file their claims on Form #371PC, with the Probate Court for CHESTER COUNTY at PO DRAWER 580 CHESTER, SC 29706 on or before the date that is 8 months after the date of the first publication of this Notice to Creditors, or such persons shall be forever barred as to their claims. All claims are required to be presented in written statements, indicating the name and address of the claimant, the basis of the claim, the amount claimed, date when the claim will become due, nature of any uncertainty as to the amount claimed, and the date when due, and description of any security as to the claim.

PETTIT HINSON

2008ES1200297

Representative: ROBERT HAROLD BREAKFIELD

BOX 36061

ROCK HILL, SC 29732

Notice:

01/03/2007

INSTRUCTIONS: Publication to be in NEWS AND REPORTER a newspaper of general circulation in CHESTER COUNTY. Publish only this (*) portion of this form. Notice may be combined by listing individualized statements of the estates under one heading consisting of the notice text. Publish once a week for three weeks.

1098 copy of this form with proof of its publications with Probate Court.

CERTIFICATE OF PUBLICATION

Estate: Evelyn M. Stringfellow

Personal Representative: Virginia W. McDonald

Address: 1213 S. Road, Chester, SC 29706

Estate: Mary Irene Black

Personal Representative: B. Blackburn

Address: 14615 Ant Lakes Circle, Chester, SC 29706

Estate: Reba Pettit Hinson

Personal Representative: Robert Harold Breakfield

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

Notice expires: 01/03/2007

W31March11pd

I hereby certify that on these dates 3-11-09, 3-18-09, and 3-25-09, I did publish the notice to creditors in NEWS AND REPORTER, a newspaper of general circulation in CHESTER COUNTY in accordance with law.

Signature:

Name:

Address:

ROBERT HAROLD BREAKFIELD

P. O. BOX 36061

ROCK HILL, SC 29732

Telephone (O):

Telephone (H):

803 329-4920

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

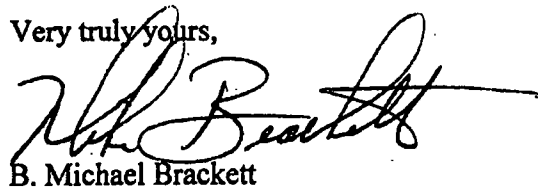
LOIS H. RODDEY
JUDGE OF PROBATE
2010 JAN - 4 P 3:02
PROBATE COURT
CHESTER COUNTY S.C.

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

1-4-10
Per Lois - clock in, file
& mail clocked copy

535

Mail - Clocked Copy 1-4-10

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF CHESTER

LOIS H. RODDEY
JUDGE OF PROBATE

IN THE MATTER OF THE ESTATE OF REBA P. HINSON

CASE NUMBER 2008-ES-12-00297

2010 JAN -4. P 3: 02

PROBATE COURT
CHESTER COUNTY S.C.
PROOF OF DELIVERY

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

Moses Koon

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: 2008ESI200297

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:

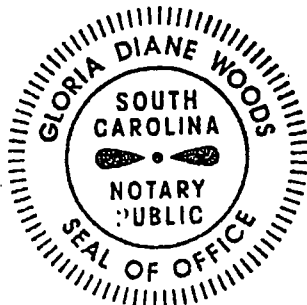
NAME	ADDRESS
<u>B. Michael Brackett</u>	<u>P.O. Box 100261</u> <u>Columbia, SC 29202</u>

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

B. Michael Brackett

P.O. Box 100261

Columbia, SC 29202

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: Meil Woods

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

Telephone (O): _____

(H): _____

E-mail: _____

Signature: _____

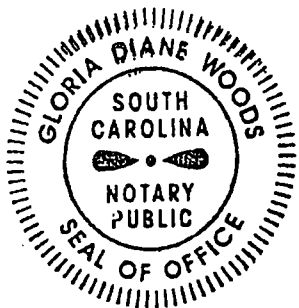
Name: _____

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 such in this estate.

Executed this 09 day of November 2009

11-12-09

*Faxed copy of Demand
for Bond to Judge
Gentry*

Signature: W. V. Mell Woods

Name: MELL Woods

Address: P.O. Box 26

Telephone (O): LANCASTER, SC

(H):

ORDER

Receipt of this demand, the Personal Representative shall give suitable bond. The Personal Representative shall refrain from exercising any powers of his/her office 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
Robert Harold Breakfield

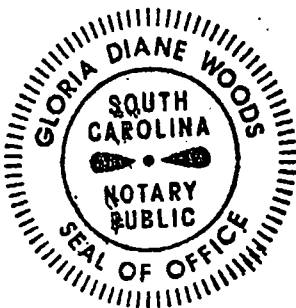
ADDRESS
P.O. Box 36061
Rock Hill, SC 29732

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. 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:

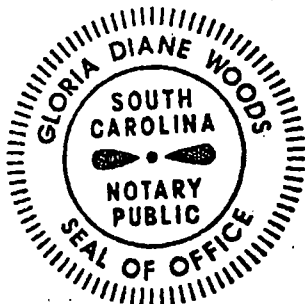
NAME	ADDRESS
<u>Robert Harold Breakfield</u>	<u>P.O. Box 36061</u> <u>Rock Hill, SC 29732</u>

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: 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,
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

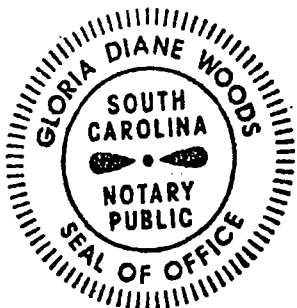
to each of the following persons at the address shown:

NAME
Robert Harold Breakfield

ADDRESS
P.O. Box 36069
Rock Hill, SC 29732

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: _____

540

STATE OF SOUTH CAROLINA

COUNTY OF: Chester

IN THE MATTER OF: Reba P. Hinson

IN THE PROBATE COURT

DEMAND FOR JURY TRIAL

CASE NUMBER: 2008ES1200297

Petitioner: Mell Woods

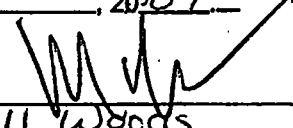
1. Nature of interest of undersigned: Property and damages
2. I request a trial by jury be set in the above matter relating to the following (complete both):

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

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

THE MATTER OF REBA P. HINSON

CASE NUMBER 2008ES1200297

PROBATE COURT

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

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

Sally S. Sumwalt
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):

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): _____

544

FORM #110PC (1/89)

62-1-401, 62-3-201, 62-3-310, 62-3-403, 62-3-811, 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.

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) 329-0478
breakfieldb@comporium.net

November 10, 2009

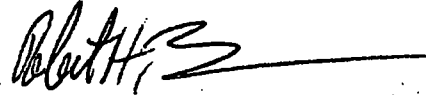
Mr. Mell Woods
P. O. Box 2603
Lancaster, SC 29721

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

Scanned letter 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

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

CHESTER, SC 29706

CASE# : 2008ES1200297

ESTATE OF: REBA PETTIT HINSON,

Payor: ROBERT H. BREAKFIELD

Recelpt Number: 3165

Officer: DIANNE

Cash or Check# : 1978

Date of Recelpt: 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

Company: _____

From: Jenni Zorn

Date: Nov. 12, 2009

Fax: 803-329-0476

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.

Jenni

TELEPHONE (803) 385-2604

FAX (803) 581-5180

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-BS-12-18

ORDER

PROBATE COURT
CHESTER COUNTY S.C.

2001 OCT 30 A 11:54

LOIS H. RODDEY
JUDGE OF PROBATE

PROBATE COURT
CHESTER COUNTY S.C.

2001 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

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
LJR

AMENDED

March 8, 2007

Estate of ----- Lois Mott Hinson.

DECEASED

Book No. 8
Page No. 183
File No. 86BS1200180
Pg. No. _____

Lina H. Bailey
Judge of Probate Chester County

STATE OF SOUTH CAROLINA H. RODDEY PROBATE COURT
COUNTY OF YORK JUDGE OF PROBATE

2010 APR -2 A 10:49
IN THE MATTER OF: ESTATE OF REBA P. HINSON

CASE NUMBER:

PROBATE COURT
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:

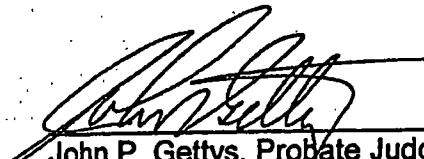
DATE: APRIL 12, 2010

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

IN 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

to each of the following persons at the address shown:

NAME
Well Woods, pro se

ADDRESS
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): _____

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

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

CHESTER COUNTY S.C.

CASE NUMBER: Chester County Case# 2008-ES-12-00297

York County Case# 2010-ES-46-0265.

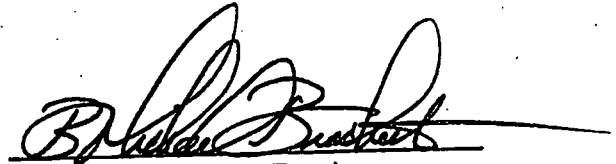
FILED RECEIVED
2010 MAR 31 AM 9:26
JUDGE OF PROBATE
YORK COUNTY, SC

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) 329-0111
breakfieldb@comporium.net

April 2, 2010

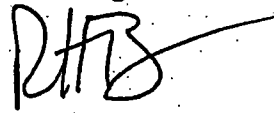
The Honorable Lois H. Roddey
Chester Probate Court
P. O. Drawer 580
Chester, SC 29706

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.

(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
Vanessa Hinson
Witness B Notary Public

1. 2010.12:07PM
MAY. 20. 2008 3:24PM

PETRO TRAVEL STORE

No. 3183 P. 8
NO. 616

STATE OF SC.

COUNTY OF ROCKFORD

} 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. Thirion

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

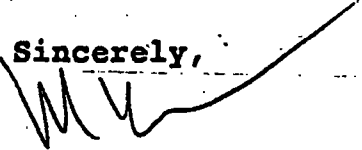
Re: Estate of Reba P. Hinson Chester County Case

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

FOR SOUTH CARO

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

A LIMITED LIABILITY COMPANY

September 17, 2009

Reply to York

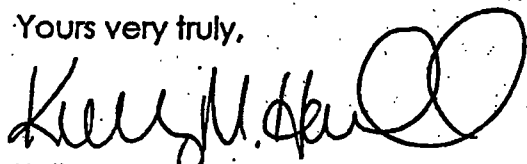
Honorable Sue Carpenter
Clerk of Court for Chester County
PO Drawer 580
Chester, SC 29706

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 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 **COPY**
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 P 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/lt
Enclosure

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

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 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 to
send to attorney - she
is keeping a copy for
their file

Mailed to Mr. Brackett 4-20-10

588

COP

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

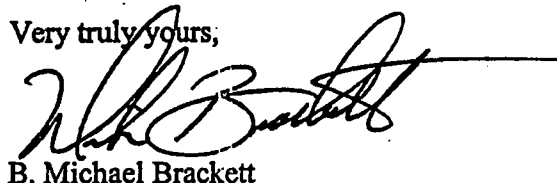
RE: Appeal of Probate Court Order
2010-CP-12-0201
Our File Number - 12085.1

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/lta

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

Was there a will? ☒ YES ☐ NO

Decedent's Date of Death: January 3, 2007

Domicile at death:

Chester

SC

(county)

(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.

SWORN to me this

1st day of

October 20, 2009

Patricia 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	70,695.98
TOTAL GROSS VALUE	\$ 595,596.14	
ENCUMBRANCES	(0.00)	
TOTAL NET WORTH	\$ 595,596.14	

570

IF, WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF STATUS. 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 (also enter under recapitulation, page 1) \$ NONE

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 (also enter under recapitulation, page 1) \$ NONE

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 (also enter under recapitulation, page 1) \$ 475,915.56

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

Life Insurance Payable to the Estate

TOTAL PART 4	\$	0.00
--------------	----	------

TAL PART 1
(also enter under recapitulation, page 1)

0.00

TOTAL PART 2:
(also enter under recapitulation, page 1)

NOTE: 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.

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).

0.0

TOTAL SCHEDULE E
(also enter under recapitulation, page 1)

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

[illegible]

\$ 0.1

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

[The page contains faint horizontal lines and a large, dark, irregular smudge or stain in the center, obscuring any original content.]

\$ _____ **0.**

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

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

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

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

If yes, please describe and list total amount payable to estate: \$
(If 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.)

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

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

If "yes", please describe and list total amount payable to estate: \$ 70,695.96
(If 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

TOTAL ENCUMBRANCES

(also enter under recapitulation, page 4)

\$ _____

MANIFESTLY NON-TAXABLE

(To be executed by the Probate Court Judge in those cases where it appears that the estate is NOT REPORTABLE to the South Carolina Tax Commission under the provisions of the Estate Tax Laws of the State of South Carolina, i.e., the total gross value is indicated to be less than prescribed limits.)

It appears from the foregoing record of the above captioned estate on file in the Probate Court of this county, such estate is not reportable to the South Carolina Department of Revenue.

Executed this 5th day of Oct., 2009.

Lois H. Roddey

Lois H. Roddey, Probate Judge

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



576

pg. 577 (blank separator page)

pg. 577 (blank separator page)

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 2010-CP-12-00595

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), Janes Does, (1-2), ... Respondents;

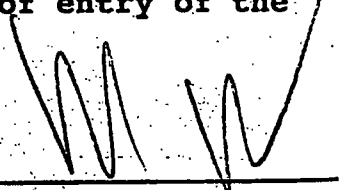
v.

Mell Woods, ... Appellant.

Notice of Appeal

Mell Woods appeals the order granting summary judgment
by the Honorable Brooks P. Goldsmith dated November 14,
2011. Appellant received written notice of entry of the
judgment on December 08, 2011.

This 30 day of December, 2011.


Mell Woods

P.O. Box 2603
Lancaster, SC 29721

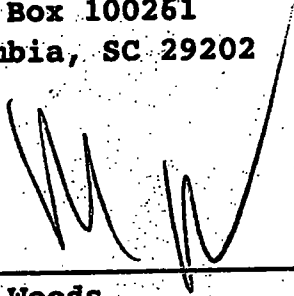
578

Other Counsel of Record:
Moses Koon & Brackett, PC
C/O B. Michael Brackett
P.O. Box 100261
Columbia, South Carolina 29202
Attorney for Respondent
(803) 461-2309

Trial Court Case Number: 2010-CP-12-00595
Proof of Service

I hereby certify that I have on the 30 day of December 2011, served the respondents with a true copy of the within and foregoing Notice of Appeal, and copy of the eight page court order, by placing a copy of each in the U.S. mail with sufficient postage addressed to:

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



Mell Woods

P.O. Box 2603
Lancaster, SC 29721

579

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 2010-CP-12-00595

Mell Woods, ... Appellant,

v.

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), ... Respondents.

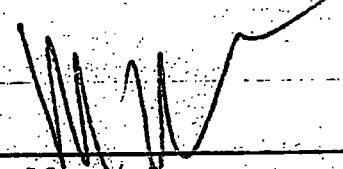
RECEIVED
JAN 9 2012

SC Court of Appeals

First AMENDED Notice of Appeal

Mell Woods appeals the order granting summary judgment by
the Honorable Brooks P. Goldsmith dated November 14, 2011.
Appellant received written notice of entry of the judgment
on December 08, 2011.

This 07 day of January, 2012.


Mell Woods

P.O. Box 2603
Lancaster, SC 29721

of of service follows:

580

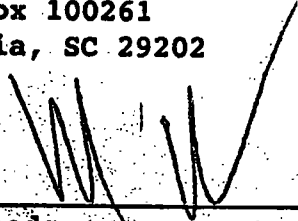
Other Counsel of Record:
Moses Koon & Brackett, PC
C/O B. Michael Brackett
P.O. Box 100261
Columbia, South Carolina 29202
Attorney for Respondent
(803) 461-2309

Trial Court Case Number: 2010-CP-12-00595

Proof of Service

I hereby certify that I have on the 07 day of January 2012, served the respondents with a true copy of the within and foregoing Amended Notice of Appeal, (first amended one) and copy of the eight page court order, by placing a copy of each in the U.S. mail with sufficient postage addressed to:

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



Mell Woods

P.O. Box 2603
Lancaster, SC 29721

Note: this is the same Notice of Appeal, which was first served on December 30, 2011. The appellant should have been in first position on the first notice. This is the only change. The ten days for filing, ordering transcripts, and serving notifications, dates from December 30, 2011.

000

581

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
MAY 31 2012
SC Court of Appeals

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

Case Number 2010-CP-12-00595

Mell Woods Appellant,

v.

FILE
COPY

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), ... Respondents.

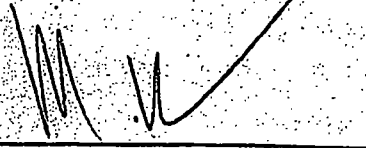
Second AMENDED Notice of Appeal
Court Of Appeals Internal Tracking Number: 2012 206469

Mell Woods appeals the order granting summary judgment by the Honorable Brooks P. Goldsmith dated November 14, 2011. This appeal was dismissed per request of the parties, for the reason of a Rule 59(e) SCRCF motion pending in the trial court at the time of the filing of the first Notice of Appeal, the Remittitur was filed on March 22, 2012, and transmitted to the trial court. The trial court has now entered an order on the pending Rule 59(e) motion. Appellant received written notice of the trial court decision on May 24, 2012, and hereby continues to appeal the original order dated November 14, 2011. This "re-appeal" is being served and filed within ten days, instead of the usual 30 days.

582

The \$100.00 filing fee was paid the first time, and a copy of the eight-page original order dated November 14, 2011, is already on file in the Court of Appeals.

This 29 day of May, 2012.


Mell Woods

P.O. Box 2603
Lancaster, SC 29721

Other Counsel of Record:
Moses Koon & Brackett, PC
C/O: B. Michael Brackett
P.O. Box 100261
Columbia, SC 29202
Attorney for Respondents
(803) 461-2309

RECEIVED
MAY 31 2012
SC Court of Appeals

Proof of Service

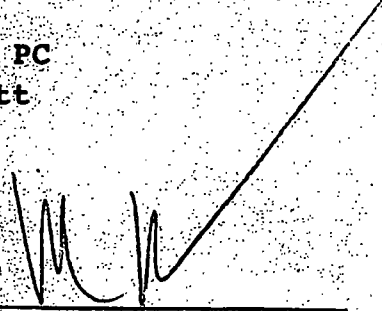
Trial Court Case Number: 2010-CP-12-00595

Court of Appeals Internal Tracking Number: 2012 206469

I hereby certify that I have on the 29 day of May, 2012, served the respondents with a true copy of the within and foregoing Second Amended Notice of Appeal, by placing the copy in the U.S. Mail with sufficient postage addressed to:

file
COPY

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


Mell Woods

P.O. Box 2603
Lancaster, SC 29721

-2-

583

January 25, 2012

Mell Woods
P.O. Box 2603
Lancaster, S.C. 29721

The Honorable Tanya A. Gee
The Honorable V. Claire Allen
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Woods, Mell v. Hinson, John
Internal Number 2012206469
Lower Court Case # 2010-CP-12-00595

Rule 59(e) Motion pending in the Trial Court

Dear Mrs. Allen:

This is in response to your letter of January 20, 2012, in regard to the Trial Court Order being challenged not being in the file. I have already furnished the Court Order, but with the building remodeling ongoing, it could have been placed in another file. I am furnishing another today, and it is attached to this letter.

More importantly, I am reporting that there is a timely Rule 59 motion pending in the Trial Court. If the present rules allow, meaning, if Elam v. S.C. DOT, 361 S.C. 9, footnote 2, is still in effect in these situations, and the Notice of Appeal can be dismissed without prejudice, as being premature, then please accept this letter as a motion by Appellant to dismiss the appeal without prejudice, so that the Rule 59 Motion may be heard in the Trial Court. The pending Trial Court Motion is the only motion, and there has not been any other Rule 59 motions filed.

Sincerely,

Mell Woods

A copy of this letter furnished to counsel for respondents:

Moses Koon & Brackett, PC
B. Michael Brackett
Attorney for Respondent
Post Office Box 100261
Columbia, S.C. 29202
(803)-461-2300

The South Carolina Court of Appeals

Mell Woods,

Appellant,

v.

Robert H. Breakfield, as Personal
Representative of the Estate of Reba P.
Hinson,

Respondent.

The Honorable Brooks P. Goldsmith
Chester County
Trial Court Case No. 2010-CP-12-00201

ORDER

Respondent has filed a motion to dismiss this appeal, arguing Appellant's issues on appeal are unpreserved for appellate review. Appellant filed a return, and Respondent filed a reply. Respondent's motion to dismiss is denied. Whether Appellant's issues are preserved for appellate review will be decided by a panel after final briefing.

IT IS SO ORDERED.

Jaqueline C. Carter A.J.

Columbia, South Carolina

cc: Mell Woods
B. Michael Brackett, Esquire.

FILED

2/29/12 *(ST)*

The South Carolina Court of Appeals

Mell Woods,

Appellant,

v.

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),

Respondents.

The Honorable Brooks P. Goldsmith
Chester County
Trial Court Case No. 2010-CP-12-00595

REMITTITUR

No Petition for Reinstatement having been filed in the above matter since issuance of this Court's Order dated February 29, 2012,

IT IS SO ORDERED that the above appeal be and hereby is remitted.

Jimmy A. Kitching Clerk
For the Court

Columbia, South Carolina
Original to: The Honorable Sue K. Carpenter

cc: Mell Woods
B. Michael Brackett, Esquire

FILED

3/22/12

55

58

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
Case Number 2010-CP-00595

Mell Woods,

Plaintiff,

v.

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.

FILED

CLERK OF COURT
CHESTER CO S.C.
2011 DEC 28 P 4:19

COPY

Rule 59(e) SCRPC 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:

2. Plaintiff received written notice of the summary judgment on December 08, 2011, and hereby serves a Motion to Alter or Amend the Summary Judgment, within ten days as required by Rule 59(e) SCRPC, (last Saturday and Sunday excepted);

-/-

588

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, drawn by, and authored completely by Mr. Brackett, the defense counsel, is rife with the application of the federal standard; this case consists of three causes of action, only one action qualifies for the heightened burden standard, and that is the action for outrage, the other two are just plain preponderance of evidence cases, where only one scintilla of evidence is needed to send the case to a jury;

6. In addition, had the Trial Court reviewed the outrage tape before deciding the case, there could have been a different result; the record, when typed, will show that the Trial Court was handed the outrage tape by the defense counsel in a wrapped package, and then without either opening the package, or viewing the tape, the case was decided within twenty seconds of the receipt of wrapped package containing the outrage tape; case law in South Carolina holds that a refusal to exercise discretion is the same as an abuse of discretion;

7. One issue, raised to, but not ruled on by the Trial Judge, is the fact that plaintiff asked for (legally demanded), that all of the discovery be filed with the court, and not just the parts that the defense counsel wanted to use; some of the relevant discovery is attached to this motion as Exhibit A;

8. The issue of the one scintilla of evidence as to two of the claims 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, instead of federal ones;

9. The record in this case is full of sworn, and admissible testimony in quantities enough to send all three cases to a jury; wherefore plaintiff moves that the Trial Court please reconsider, and amend the summary judgment ruling entered in this case;

10. Plaintiff asks that this matter be re-heard in open court, or in the alternative, that the parties be allowed to submit briefs on the issues.

This 19 day of December, 2011.

COPY

Mell Woods

FILED

2011 DEC 28 P 4:19

CLERK OF COURT
CHESTER CO S.C.

P.O. Box 2603
Lancaster, SC 29721

Certificate of Service:

I herby certify that I have, on the 19 day of December, 2011, I served the defendants with a true and complete copy of the within and foregoing Rule 59(e) SCRCF 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

591

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CIVIL CASE NO. 2010-CP-12-00 595

MELL WOODS,

PLAINTIFF,

vs.

EXHIBIT A

COPY

ANSWERS TO

INTERROGATORIES

NUMBERS 1-11.

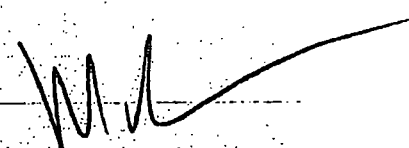
JOHN D. HINSON,)
Christine E. Jones,)
John C. Hinson, Kathy)
Huffstickle, Robert H.)
Hinson, Darrell W.)
Hinson, Charles J. Hinson,)
William L. Hinson,)
Elaine H. Hensley,)
William C. Hinson, Jr.,)
John Does, (1-5), Jane)
Does, (1-2),)

DEFENDANTS.)

CERTIFICATE OF SERVICE:

I hereby certify that I have served the defendant with a copy
of the above documents by serving his counsel of record by U.S. Mail;

This 15 Day of February, 2011.


Mell Woods

P.O. Box 2603
Lancaster, SC 29721

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EXHIBIT A

1. Identify and describe the evidence known to the Plaintiff that supports the allegation that on or about the 10th day of December 2007 John D. Hinson hired Richard Vann Griffin to move into Plaintiff's neighborhood. Evidence includes witness testimony, documents, and any other item or statement that relates to the allegation.

Answer to No. 1:

Based upon the personal knowledge of plaintiff, plaintiff swears that Danny Hinson hired RICHARD VANN GRIFFIN to use illegal means to cause plaintiff to leave the property that Mrs. Hinson had agreed to sell to plaintiff; GRIFFIN would do such things as stand in front of plaintiff's building hollering: "you are still here?" (extremely loud voice in the middle of the night); "you better 'haul ass', before I go get Danny", and would walk by in the middle of the night running a leaf blower, while at the same time hurling rocks at the front door, with hands, not the leaf blower;

NOTE: Plaintiff supplies the attached video tape which is indicative of GRIFFIN's ordinary behavior.

EXHIBIT A

3. Identify and describe the evidence known to the Plaintiff showing that Richard Vann Griffin tried to extort money from Mrs. Reba Hinson.

Answer to No. 3:

Richard Vann Griffin told plaintiff that Mrs. Hinson owed Griffin money, and that he would use "any means" to collect; Griffin would do such things as light bon-fires within the neighborhood to try and scare everyone, and sneak through the woods in the middle of the night to cut big holes in the tires on Mrs. Hinson's car; GRIFFIN would walk around the neighborhood drunk, with an open beer in hand most every day, hollering out things such as he was going to take over the Hinson Estate to collect his money; that no one could do anything about it since he (GRIFFIN) had a "mensa" intellect; that everyone might as well leave then and there, and not try to "mess" with him (GRIFFIN) because he had Danny Hinson on his side, and that everyone was going to be thrown off the place;

NOTE: Mack Hinson, Mell Woods, Danny Hinson, and members of the Chester County Sheriff's Department, and jail, have personal knowledge of the above summary.

VERIFICATION

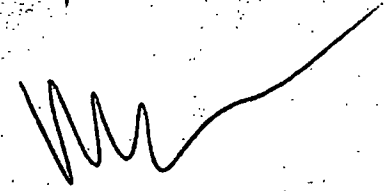
EXHIBIT A

**STATE OF SOUTH CAROLINA
COUNTY OF CHESTER**

Mell WOODS, being duly sworn and as affiant herein, hereby states upon his oath that affiant has examined the answers to the Interrogatories propounded by defendant, 1-11, and each answer is correct, affiant makes these statements upon his own personal knowledge.

Further, affiant saith not.

This 15 day of February, 2011.

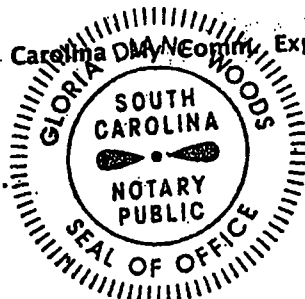

Mell Woods

Sworn to, and subscribed before me,

This 15 day of February, 2011.

Gloria D. Woods Notary Public for South Carolina, My Comm. Expires 01/08/2018.

Gloria Diane Woods



Page 2

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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

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),

Defendants.

Defendants' Return to Plaintiff's Rule 59(e)
Motion for Reconsideration

FILED
MAR 15 A 10:04
CLERK OF COURT
CHESTER CO S.C.

Defendants' Motion for summary Judgment was heard on November 9, 2011. (Transcript, p. 3, l. 1 to p. 20, l. 17.) By Order dated November 14, 2011, the Court granted Defendants' Motion for Summary Judgment as to Plaintiff's three causes of action. Defendants relied on Plaintiff's deposition transcript (transcript, p. 4, l. 12-20) and Robert Breakfield's affidavit (transcript, p. 5, l. 2-10.) Plaintiff offered nothing but oral argument. Plaintiff has filed a Rule 59(e) motion asking the court to reconsider its November 14, 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.

Outrage

In the November 14, 2011 Order the Court granted summary judgment in favor of the Defendants as to the outrage cause of action because:

1. Outrage requires a heightened burden of proof giving the trial court a gatekeeper role to determine if the showing made at the summary judgment hearing demonstrates that reasonable minds could/could not differ as to whether the conduct was sufficiently outrageous and whether the resulting emotional distress was sufficiently severe. Plaintiff's showing was found lacking. AJG Holdings LLC v. Dunn, 706 S.E.2d 23 (S.C. App. 2011).
2. The Plaintiff failed to show that the conduct of Richard Vann Griffin was sufficiently outrageous to allow the cause of action to go forward.
3. The Plaintiff failed to show that Richard Vann Griffin was an agent for the Defendants. And,
4. the Plaintiff failed to show infliction of emotional distress that was so severe that no reasonable person could be expected to endure it.

Plaintiff complains that the Court granted summary judgment on the outrage cause of action without having viewed the video tape, but Plaintiff does not identify any particular relevant and admissible evidence on the tape that would change the court's conclusion on the question.

Malicious Prosecution

The Court granted summary judgment in favor of the Defendants on the malicious prosecution cause of action because:

1. the magistrate court proceeding was dismissed without prejudice,

2. the magistrate court found that Reba Hinson held a life estate, thereby demonstrating probable cause for the eviction proceeding (a conclusion recently bolstered by a summary judgment granted in case no. 2011-CP-12-0323),
3. the Plaintiff failed to call to the court's attention any probative and admissible evidence showing the absence of probable cause for the eviction proceedings,
4. the Plaintiff failed to call to the court's attention any probative and admissible evidence showing the existence of malice in the commencement of the eviction proceeding.

Plaintiff now states in his motion for reconsideration that his showing to the court satisfied the scintilla of evidence standard to overcome the motion for summary judgment, but he does not identify specific facts supported by admissible evidence that were placed before the court that would satisfy the scintilla of evidence standard with respect to each element of the cause of action and thereby defeat summary judgment. Russell v. Wachovia Bank, 578 S.E.2d 329, 335 (S.C. 2003).

Fraud and Quantum Meruit

The Court granted summary judgment as to this consolidated cause of action because:

1. the fraud allegation related to which Last Will of Reba Hinson had been admitted to probate. The evidence presented to the Court demonstrated that the admission of the particular Last Will objected to by Plaintiff had been decided by the probate court and had been affirmed by the Circuit Court. That Plaintiff is appealing those orders does not change the fact that it was and is the probate court's decision to admit, or not, a particular last will for probate;
2. the Plaintiff failed to present to the court specific probative facts in admissible form to show that there is a genuine issue of material fact with respect to element number 3 of the cause

of action for quantum meruit: retention of the benefit by the defendant under circumstances that make it inequitable for him to retain it without paying its value. The facts before the court showed the opposite.

Plaintiff now states in his motion for reconsideration that his showing to the court satisfied the scintilla of evidence standard to overcome the motion for summary judgment, but he does not identify specific facts supported by admissible evidence that was placed before the court that would defeat summary judgment on the fraud/quantum meruit cause of action. Russell v. Wachovia Bank, 578 S.E.2d 329, 335 (S.C. 2003). Additionally, Plaintiff also labors under the belief that fraud is a preponderance of the evidence cause of action when it actually requires clear and convincing evidence. Moseley v. All Things Possible, Inc., 694 S.E.2d 43 (S. C. App. 2010). Consequently, the scintilla of evidence standard does not apply.

Plaintiff's General Objection Regarding Submission of Discovery Materials

In paragraph 7 of his motion, Plaintiff seeks reconsideration because he "...asked for (legally demanded) that all of the discovery be filed with the court, and not just the parts that the defense counsel wanted to use. . . ."

Pursuant to Rule 56(c), SCRCP, "summary judgment motions and, inferentially, supporting materials [are required] to be on file when they are to be relied upon at a summary judgment motion hearing." Loyd's Inc. v. Good, 412 S.E.2d 441 (S.C. App. 1991). The "on file" requirement is satisfied when (1) the document is filed with the clerk of court prior to the hearing; or (2) the document is delivered to and received by the trial judge at the time of the hearing. Id.

It was Plaintiff's burden and responsibility to file whatever discovery he would use to support his summary judgment arguments. It was not Defendants' or Defendants' attorney's responsibility to file anything other than what they would rely on at the summary judgment hearing. And, it certainly was not the trial judge's responsibility to see that particular documents were filed with the court. Additionally, Plaintiff did not move for a continuance to permit additional materials to be filed to supplement the summary judgment record or to permit additional argument. (see Rule 56(f)).

Conclusion

Plaintiff has failed to demonstrate that the November 14, 2011 Order should be altered or amended in any way. The Plaintiff's Rule 59(e) motion should be denied.


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
March 13, 2012

600

FILED
2012 MAR 15 AM 10:04
CLERK OF COURT
CHESTER, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLES

Mell Woods,

Case Numbers:

2010-CP-12-00595

2011-CP-12-00291

2011-CP-12-00323

Plaintiff,

vs.

Hinson, and Breakfield,
et.al.,

Defendants.

Response to the Twenty Page Memorandum of Law served

by Defendants on November 04, 2011, and

Affidavit of Plaintiff in contravention of disputed facts.

Defendant's memorandum of law avoids the main point of the land title issue in these cases, and assumes many facts which have not been put in evidence, and twists facts to the point of simply being untrue;

1. Defendant counsel Mr. Brackett writes out long papers with the tone of: that the case has already been decided, and that Brackett is doing everyone a favor by being available to review the case;

-01-

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2. Upon close scrutiny however, a reader will quickly ascertain that half of what Mr. Brackett argues, and the facts he furnishes, disguised as argument, do not add up;

3. An example is Mr. Brackett's use of brackets, as punctuation, when referring to a contract case as a will case, "[last will]", middle of page 15 of the memorandum: (Lyles v. BMI, Inc., is a contract case), but then look at what Brackett leaves out:

Where there is present on a motion for summary judgment a question as to the construction of a written agreement that can be determined by a consideration of the plain and unambiguous language of the contract, the question as one of law may be resolved by the court. [Brackett left out the following, same case, next sentence]: First-Citizens Bank & Trust Co. v. Conway National Bank, 282 S.C. 303, 317 S.E.2d 776 (Ct. App. 1984). But where the language of the writing or writings constituting the agreement is ambiguous, summary judgment is improper because the intent of the parties would then be a genuine issue of fact. Freeman v. Continental Gin Co., 381 F.2d 459, 4 A.L.R. Fed. 104 (5th Cir. 1967), reh. denied, 384 F.2d 365 (1967); 73 Am. Jur.2d Summary Judgment § 5 at 727-28 (1974); see Black v. Freeman, 274 S.C. 272, 262 S.E.2d 879 (1980) (where the terms of a contract are ambiguous, the question of the parties' intent should be submitted to a jury). "An ambiguous contract is one capable of being understood in more senses than one, an agreement obscure in meaning, through indefiniteness of expression, or having a double meaning." Bruce v. Blalock, 241 S.C. 155, 160, 127 S.E.2d 439, 441 (1962).

At oral argument the appellants abandoned their exception regarding laches. We find it unnecessary to address the appellants' remaining arguments since we hold that summary judgment should not have been granted.

Accordingly, the judgment is

Reversed and remanded.

SANDERS, C.J., and CURETON, J., concur.

4. Then Mr. Brackett goes on in the next paragraph, still page 15, and twists his Report to the Court about adverse possession, to the point of misrepresentation,

"Not having evidence showing his possession for ten years, Woods' claim to title by adverse possession cannot stand, and Defendants' motion for summary judgment on this claim must be granted."

Brackett's assertion is not what the Verified Complaint of Mell Woods says, or what the case law says either:

The following is taken directly from Getsinger v. Midlands Orthopedic, 327 S.C. 424 . . .

In South Carolina, adverse possession may be established under a 10-year statute of limitation. See S.C. Code § 15-3-340 (Supp. 1996); S.C. Code § 15-67-210 (1976); S.C. Code § 15-67-220 (1976). The person claiming adverse possession under these statutes must have personally held the property for 10 years, and tacking*fn2 is allowed only between an ancestor and an heir. *Terwilliger v. White*, 222 S.C. 176, 72 S.E.2d 169 (1952); *Terwilliger v. Marion*, 222 S.C. 185, 72 S.E.2d 165 (1952). See also S.C. Juris. Adverse Possession § 19 (a) (1991) (during the 10-year period, tacking is not allowed between successive occupants).

In addition to the 10-year statute of limitation for adverse

possession, South Carolina common law recognizes the 20-year presumption of a grant. Terwilliger v. Daniels, 222 S.C. 191, 72 S.E.2d 167, (1952). See S.C. Juris. Adverse Possession § 4 n.4 (1991) (there are several methods for acquiring property through the passage of time, and the acquisition of land under the common law period is more accurately labeled the 20-year presumption of a grant). Under the presumption of a grant, the time of possession may be tacked not only by ancestors and heirs, but also between parties in privity in order to establish the 20-year period. White 222 S.C. 176, 72 S.E.2d 169.

4. (continued), so, it is seen that what Brackett says when disguising facts as argument is not true; the complaint alleges twenty years possession (tacked) under color of title, and if this is not enough plaintiff will add to the affidavit already contained within the verified complaint; it is presumptuous for Brackett to claim to know what evidence plaintiff does not have;

5. Color of title means any semblance of title by which the extent of a man's possession can be ascertained. It is anything which shows the extent of occupant's claim. The object of color of title is not to pass title. In that case it would be title, not color of title. The only office of color of title is to define the extent of the claim and to extend the possession beyond the actual occupancy to the whole property described in the paper. Hence, when one enters upon

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land, under color of title, his actual possession of a portion of the property will be constructively extended to the boundaries defined by his color of title.

Mullins v. Winchester, 237 S.C. 487, 492, 118 S.E.2d 61, 63 (1961) (internal quotations and citations omitted).

6. In addition, Mr. Brackett has the bad habit of "re-labeling" plaintiff's pleadings. Example, Brackett claims that plaintiff's action for trespass to try title is really a "will construction case," but he does not offer this as an argument, or opinion; he just goes ahead and rules that plaintiff cannot read and write, as if he's a judge, instead of waiting on a court to rule; plaintiff objects to this sort of behavior;

7. Mr. Brackett continues to claim that Mrs. Hinson held only a life estate, and therefore she could not sell any land to plaintiff, because the land belonged to the remaindermen; there are no remaindermen and plaintiff has sworn to this fact after having examined all the court records, and interviewing the Hinsons; Mrs. Hinson claimed the land as her own, had the property surveyed, sold some of

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the property to plaintiff and others, and made a will describing in detail how she wanted the property split up; Mrs. Hinson held the fee to the property through 20 years adverse possession, regardless of what any prior will has said about any life estate, in any event, a jury question exists concerning adverse possession;

8. The following from the South Carolina Supreme Court, Miller v. Leaird, 307 S.C. 56 is supplied:

Cheskafield
Mr.
Redfield

"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." Miller v. Leaird, 307 S.C. 56;

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9. Mrs. Hinson obtained a color of title from the moment of Mr. Hinson's death; *simply because the wording, in fee simple occurred before any mention of any life estate*; this wording is actually a grant, but if it is not a grant, it is at least a color of title, under Miller v. Leaird, and coupled with the fact that Mrs. Hinson occupied her property adversely to everyone including the new, so-called "remaindermen," the same ripened into a 20-year presumption of a grant under Getsinger v. Midlands Orthopedic, as above;

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.

10. The issue of paramount title is ordinarily a question of fact to be decided by a jury; Garrett v. Locke, 309 S.C. 94;

11. Where testimony is conflicting upon the application of the statute of limitations, the question becomes an issue of fact for the jury; Brown v. Finger, 240 S.C. 102; Whether a claimant knew or should have known he had a cause of action is a question for the jury; Johnston v. Bowen, 313 S.C. 61;

- 07 -

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12. A plaintiff's title by adverse possession requires proof of actual, open, notorious, hostile, continuous, and exclusive possession by the claimant, or by one or more persons through whom he claimed, for the full statutory period. Crotwell v. Whitney, 229 S.C. 213, 92 S.E.2d 473 (1956). Adverse possession is an affirmative defense, and the burden of proof is upon the party relying thereon. Weston v. Morgan, 162 S.C. 177; and where the preponderance of evidence is the burden of proof, only one *scintilla* of evidence is required at the summary judgment stage to defeat the moving party motion; this is the new standard as articulated by the Supreme Court in Hancock v. Mid-South Management Co., Inc., 381 S.C. 326;

13. As to Robert Breakfield publishing any affidavit or other writing in regard to the facts in these cases, the same should not be allowed, for Breakfield swore under oath that there was no other Mrs. Hinson will, when Breakfield knew in fact that the will he has offered, and does offer to both the probate court, and the circuit court was in fact *revoked* by Mrs. Hinson, who then made out another will which has never been probated, but is on file at the Chester County Probate Court; Breakfield's affidavit filed with the probate court is attached as Exhibit A;

14. Breakfield is leaving out lots of relevant facts which need to be squared with the court and jury;

STATE OF SOUTH CAROLINA
County of Chester

After first being duly sworn, Mell Woods deposes and makes the following affidavit of his own personal knowledge:

Affidavit

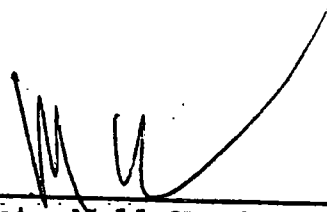
Mell Woods is the true owner of the small amount of land described in the trespass to try title case;

After tacking the time of adverse possession by Mell Woods, to that of Mrs. Reba Hinson, the total amount of adverse possession time is twenty six years;

Robert Breakfield lied to the Chester County Probate Court in order to get control of the Hinson Estate;

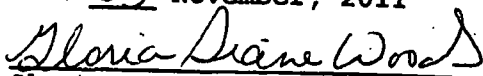
Mell Woods has examined the Probate Court documents marked as Exhibit A, side by side, with the ones in the court file, and swears that the copies and the originals, are one and the same.

FURTHER, Affiant saith not.

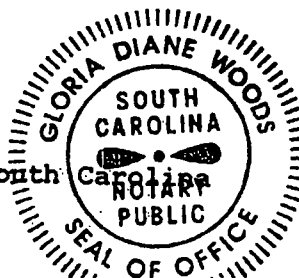

Affiant, Mell Woods

Sworn to and subscribed before me,

This 05 November, 2011



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

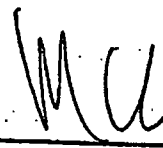


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- 09 -

Wherefore, Mell Woods respectfully asks that the summary judgment motions be denied, and these cases be sent to a jury for trial.

This 05 day of November, 2011.



Mell Woods

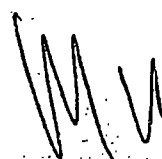
P.O. Box 2603
Lancaster, SC 29721

CERTIFICATE OF SERVICE

I hereby certify that I have served all defendants in each of the listed cases with a copy of the within and foregoing document, including Exhibit A, by placing the copies in the U.S. Mail, with sufficient postage, and mailing to:

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

This 05 day of November, 2011.



Mell Woods

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

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),)

DEFENDANTS.)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CIVIL CASE NO. 2010-CP-1200

FILED
DEC - 9 1 P 4:23
CLERK OF COURT
CHESTER CO S.C.

COMPLAINT

MULTIPLE CAUSES OF ACTION
JURY TRIAL DEMANDED

COPY

Plaintiff, complaining of the actions of defendants
above named, does show unto the Honorable Circuit Court for
the Sixth Judicial Circuit the following:

1.

That defendants are joint tort-feasors with one and the
other; most defendants are residents of Chester County,
South Carolina; because of joint liability each defendant is
subject to the personal jurisdiction of the Court within
Chester County, South Carolina;

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2.

On or about the 10th day of December, 2007, defendant John D. "Danny" Hinson, in combination with the other listed defendants hired RICHARD VANN GRIFFIN, a criminal, to move into the peaceful neighborhood set up, and maintained by Mrs. Reba Hinson;

3.

Mrs. Reba Hinson had passed on earlier in the year, and never would have allowed GRIFFIN to live anywhere on the property; Mrs. Hinson had many rules for tenants to comply with, including no drinking, partying, obscene behavior, or illegal activities;

4.

In fact, GRIFFIN had lived at Mrs. Hinson's place years ago, but violated too many rules, and was excluded by Mrs. Hinson as being unfit to live in the neighborhood; GRIFFIN came back when Mrs. Hinson had aged into her mid-eighties, and tried to extort money from Mrs. Hinson;

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5.

GRIFFIN never was able to extort any money out of Mrs. Hinson, but he did try, by using harassment techniques, and even as much as crawling up into her yard on his belly and cutting big holes in the tires on Mrs. Hinson's car; this went on for several weeks until the sheriff's department finally found an old conviction where GRIFFIN had absconded, but still needed to serve 30 days in jail, which he then did serve; this seemed to help some with GRIFFIN'S behavior, but not long after, Mrs. Hinson died, and Mrs. Hinson's grandson, Danny Hinson, defendant herein, decided it would be a proper time, (in his mind), to start harassing tenants in the hope of forcing the tenants he did not like to leave;

CAUSE OF ACTION NO. 1: John D. Hinson hiring Richard Vann Griffin to assault plaintiff and his family by use of Extreme and outrageous conduct, exceeding all bounds of decency, hence, OUTRAGE as follows;

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6.

Outrage, is something that is hard to define, but you know it when you SEE it; in this case, plaintiff has a full face, color, video recording of the conduct of GRIFFIN, and John D. Hinson; for notice purposes it will suffice to say that the tape is very base, and vulgar, and words are inadequate to describe the conduct, but the tape shows all, and is enough to convince any Judge or jury that what is shown on the tape is that which no reasonable man should be expected to endure; but then, what would be expected from someone who takes in, and hires a lunatic who just months prior tried to steal money from his grandmother, and scare her by poking holes in her tires;

CAUSE OF ACTION NO. 2: Malicious prosecution, civil type,
as follows;

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7.

Earlier this year, April, or May, defendant John D. Hinson, and other not known at this time, Hinsons, resorted to a bogus judicial proceeding in the Chester County Magistrate Court to try and evict plaintiff for being a tenant of the Hinsons; such a state of facts as alleged in the Magistrate Court, (being a tenant) is not true, and the Hinsons knew this when filing the proceeding; the Magistrate Judge dismissed the case, and the case was not appealed; six months have passed with the result being a termination of the bogus Magistrate's case in favor of plaintiff; there was no probable cause to institute the Magistrate proceeding, and the same was done with malice, ill will, and spite meant to hurt plaintiff, and plaintiff has sustained damages as a result of the lies filed in the Magistrate Court;

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CAUSE OF ACTION NO. 3: Quantum Meruit, and fraud;

8.

All of the actions of the Hinson's, recited above, revolve around a desire to steal a stick built building which plaintiff owns, and had placed upon Mrs. Hinson's property, with a promise from her that the building could be removed at the end of the lease; plaintiff's position was built around the assertion by Mrs. Hinson that she was the fee-simple owner of the property while in life;

9.

Plaintiff is involved in the probate proceeding with the Hinson's, and knows for a fact that Mrs. Hinson was the fee-simple owner of the real estate in question, and that a probate court order ruling otherwise was obtained by fraud upon that court, with the end result being that the Hinson heirs now claim that Mrs. Hinson had only a life's estate in the real estate;

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10.

In any event, plaintiff claims the fair market value of the building, or about \$120,000.00, as compensation under Quantum Meruit;

11.

As to all three causes of action, defendants have acted in bad faith with an intent to cause damages to plaintiff, and have done so in a reckless, and wanton manner, and have caused plaintiff damage.

WHEREFORE, plaintiff prays that this Honorable Court grant judgment as follows:

(a) For the first and second causes of action, consequential damages in the amount proven at trial, in addition, punitive damages as the jury may determine.

(b) For the third cause of action \$120,000.00, plus punitive damages as the jury may determine, as related to fraud.

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(c) For any such other and further relief as may be
just and proper.

Respectfully submitted,

This 09 day of December, 2010.

COPY

Mell Woods

P.O. Box 2603
Lancaster, SC 29721

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COPY

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

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),

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-12-00595

Order Granting Defendants' Motion
for Summary Judgment

FILED

1201 NOV 17 P 2:34

CLERK OF COURT
CHESTER CO S.C.

This is a tort action in which the Plaintiff has alleged three causes of action against various members of the Hinson family. The Court's records show that this is but one of several actions Plaintiff has filed against the Defendants and/or the Personal Representative of the Reba Hinson Estate in an effort to obtain a deed to the property known as 1537 Hinton Road, near Fishing Creek Lake in Chester County. The Defendants moved for summary judgment as to each cause of action, and the hearing on the motion was held on November 9, 2011. In attendance were the Plaintiff, appearing *pro se*, and attorney Mike Brackett as attorney for the Defendants.

Defendants submitted to the Court the Plaintiff's deposition transcript, including a video disc produced by the Plaintiff during pretrial discovery, and the affidavit of attorney Robert Breakfield given in his capacity as personal representative of the Estate of Reba Hinson. Plaintiff submitted an affidavit found on page 9 of his "Response to the Twenty Page Memorandum of Law served by Defendants on November 4, 2011," and made oral argument to

the Court. Plaintiff's Affidavit contains nothing more than conclusory allegations that are not entitled to any weight when raised in opposition to a motion for summary judgment. 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).

Plaintiff's three causes of action are:

1. Outrage. It is alleged that one of the Defendants, Defendant John Hinson, hired a man named Richard Vann Griffin to assault and harass the Plaintiff and his family.

2. Malicious Prosecution. It is alleged that the Hinson defendants commenced an eviction action in magistrate court; that it was dismissed and that there was no probable cause to have filed it.
3. Quantum Meruit and Fraud. It is alleged that the Hinson family committed fraud in having the wrong last will of Reba Hinson entered for probate and asserting that Reba Hinson held only a life estate in the subject real property. It is further alleged that the Hinsons have done this for the purpose of stealing a stick built house that Plaintiff placed on the lot.

Outrage. With respect to the cause of action for outrage, the facts presented in Defendants' submissions show that at the relevant time, Plaintiff was residing at 1537 Hinton Road in a neighborhood that had been owned and managed by Reba Hinson until her death in January 2007. The nature of Reba Hinson's ownership, life estate or fee simple title, is disputed by these parties and is the subject of another action. The allegations made by the Plaintiff are that after Reba Hinson's death, a man named Richard Vann Griffin was hired by one or more of the Defendants to move into the neighborhood and to assault and harass the Plaintiff and his family.

In pretrial discovery Plaintiff produced a video of the person he identifies as Richard Vann Griffin standing in the road in front of Plaintiff's residence on two separate occasions. Griffin is obviously intoxicated and his language is rough and vulgar. He apparently has issues with the Plaintiff; however, at no time does Griffin even so much as mention anyone in the Hinson family.

Plaintiff presented no probative facts in the form of admissible evidence to the court tending to show that defendant John Hinson, or anyone else in the Hinson family, had anything

to do with the behavior of the person on the video, much less that he was hired by the Hinson family to harass the Plaintiff. From Plaintiff's deposition testimony, it is apparently Plaintiff's belief that because Vann Griffin was residing in the neighborhood, and because the Hinson family members claim to be the landowners, "they would be responsible for people like that that they move in out there." (Plaintiff's depo. transcript p.47, l. 10 to p. 48, l. 13.) Plaintiff admitted that he has no evidence that Vann Griffin was paid anything by John Hinson or by anyone in the Hinson family to move into the neighborhood. (Plaintiff's depo. transcript p. 25, l. 9 to p. 28, l.23.)

The elements of outrage are: (1) defendant(s) intentionally or recklessly inflicted severe emotional distress, or was certain, or substantially certain, that such distress would result from his/their conduct; (2) that the conduct was so outrageous it exceeded all possible bounds of decency and was so atrocious it was utterly intolerable in a civilized community; (3) such actions actually caused plaintiff's emotional distress; and (4) the emotional distress was so severe no reasonable man could be expected to endure it. AJG Holdings LLC v. Dunn, 706 S.E.2d 23 (S.C. App. 2011). A cause of action for outrage carries a heightened burden of proof, meaning that a mere scintilla of evidence is insufficient to defeat a motion for summary judgment. Id. The trial court must determine whether reasonable minds could differ as to whether the conduct was sufficiently outrageous and whether the resulting emotional distress was sufficiently severe. Id. This is a gatekeeping role that requires the trial court to determine if the Plaintiff has demonstrated a prima facie case. Id.

Based on the submissions made to the Court, it is the conclusion of the court that the behavior of the person identified as Richard Vann Griffin does not satisfy the standard required

or the tort of outrage. Further, there was no showing of specific probative facts in admissible form by the Plaintiff that the Defendants intentionally or recklessly used Richard Vann Griffin as a tool to inflict emotional distress on the Plaintiff.

Malicious Prosecution. This cause of action stems from the Defendants' first magistrate's court action to evict the Plaintiff. It resulted in a dismissal **without prejudice** by Magistrate Court Order dated June 14, 2010 because the court concluded that clear ownership of the property had not been shown and the court could not determine who had the right to collect rent. A dismissal without prejudice is not an adjudication upon the merits and does not have res judicata effect. South Carolina Department of Soc. Serv. v. Basnight, 551 S.E.2d 274 (S.C. App. 2001).

The elements of the cause of action of malicious prosecution are (1) the institution of judicial proceedings, (2) by or at the instance of the defendant, (3) the termination of such proceedings in plaintiff's favor, (4) defendant's malice in instituting such proceeding, (5) lack of probable cause, (6) resulting in injury or damage. Lynch v. Toys "R" Us-Delaware, 654 S.E.2d 541 (S.C. App. 2007). The Magistrate Court Order that dismissed the eviction proceeding without prejudice found that "Reba Hinson had a life estate in the property, which, on her death, was inherited by her children or their heirs."¹ This finding of fact was not challenged by the Plaintiff herein. This finding of fact was contrary to the Plaintiff's claim of ownership having been conveyed by and from Reba Hinson as owner of the fee title. This in and of itself establishes that there was probable cause for an eviction action and that the proceeding was not "bogus" or malicious. Additionally and alternatively, Plaintiff has not presented specific

¹ The dismissal by the magistrate was not based on the issue of ownership but rather was



probative facts in admissible form to show that there is a genuine issue of material fact with regard to the existence of malice or a lack of probable cause in the first eviction proceeding.

Fraud and Quantum Meruit. The fraud allegation relates to the probate court's Orders that entered a particular last will to probate and that later determined that Reba Hinson received only a life estate from her husband's estate/last will. The issue of which last will of Reba Hinson should have been admitted to probate has heretofore been decided adversely to the Plaintiff by the probate court, and recently affirmed on appeal by the circuit court in an Order executed by the undersigned.

Plaintiff's claim for quantum meruit damages relates to the fact that he allegedly spent money to improve a residence owned by him that was located on land not owned by him. Plaintiff asserts that the Defendants are trying to put him off of the property so that the Defendants can get the residence that Plaintiff leaves behind. Plaintiff admitted in his deposition that he knowingly leased a small lot of land from Reba Hinson on which was located a residence that Plaintiff bought from its prior owner. Plaintiff knew that the house he bought was on land that he did not own. (Plaintiff's depo. transcript p. 54, l. 18 to p. 56, l. 15; and p. 82, l. 2 to p. 87, l. 12.) Any improvement he subsequently made to the house was a decision he made with full knowledge of the ownership of the house and the ownership of the land. Plaintiff's lease agreement gave him the right to remove the house. (Plaintiff's depo. exhibit 8). Plaintiff is in a situation of his own choosing, and there is nothing inequitable about an outcome that might require him to vacate the real property.

based on the court's uncertainty about who had authority to demand and to collect rent.

The elements to recover for unjust enrichment based on quantum meruit, quasi-contract, or implied by law contract, which are equivalent terms for equitable relief, are: "(1) a benefit conferred by the plaintiff upon the defendant; (2) realization of that benefit by the defendant; and (3) retention of the benefit by the defendant under circumstances that make it inequitable for him to retain it without paying its value." Myrtle Beach Hosp., Inc. v. City of Myrtle Beach, 532 S.E.2d 868, 872 (S.C. 2000). Plaintiff has not presented specific probative facts in admissible form to show that there is a genuine issue of material fact with respect to element number 3 above.

Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56, SCRPC; Osborne v. Adams, 550 S.E.2d 319 (S.C. 2001); South Carolina Elec. & Gas v. Town of Awendaw, 570 S.E.2d 542 (S.C. App. 2002). In determining whether any triable issues of fact exist, the evidence and all reasonable inferences therefrom must be viewed in the light most favorable to the non-moving party. Osborne v. Adams, *supra*; Cunningham v. Helping Hands, Inc., 575 S.E.2d 549 (S.C. 2003).

A fact is material if it is "outcome determinative" under the applicable law, that is, if its existence in a case will have some impact in deciding the facts of the case. Big O Tire Dealers, Inc. v. Big O Warehouse, 741 F.2d 160 (7th Cir. 1984); PPG Indus. v. Orangeburg Paint & Decorating Center, 375 S.E.2d 331, 332 (S.C. App. 1988). When the facts, and all reasonable inferences to be drawn from the underlying facts, are viewed in a light most favorable to the non-moving party, and the record nevertheless reveals that the opposing party would not prevail under any discernable circumstances, summary judgment is appropriate. Kreuzer v. American



Academy of Periodontology, 735 F.2d 1479 (D.C. Cir. 1984). However, a nonmoving party must do more than show a metaphysical doubt about the material facts and must set forth specific facts showing a genuine issue for trial. Russell v. Wachovia Bank, 578 S.E.2d 329, 335 (S.C. 2003).

To survive a summary judgment motion by the defendant in a lawsuit, the plaintiff must offer some evidence that a genuine issue of material fact exists for **each element** of the claim at issue except for those elements that are either uncontested or agreed to by stipulation. Kase v. Ebert, 707 S.E.2d 456 (S.C. App. 2011). Summary judgment can be entered against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case, and on which that party will bear the burden of proof at trial. In such a situation, there can be "no genuine issue as to any material fact," since a complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial. Baughman v. American Tel. & Tel. Co., 410 S.E.2d 537 (S.C. 1991).

For the reasons set forth above, it is ORDERED that Defendants' motion for summary judgment be, and it hereby is, GRANTED. This action is dismissed in its entirety.

IT IS SO ORDERED.



Brooks P. Goldsmith, Judge

November 14, 2011

Lancaster, SC

FILED
2011 NOV 17 P 2:34
CLERK OF COURT
CHESTER CO S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

Mell Woods,

Plaintiff,

vs.

Defendants' Motion for Summary Judgment

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.

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 three causes of action herein. This motion is made pursuant to Rule 56, SCRPC, on the grounds that pretrial discovery demonstrates that Plaintiff has failed to identify, disclose or produce evidence as to each and every element of his causes of action and that there is no genuine issue as to any material fact that would entitle the Plaintiff to recover judgment on his causes of action.

This motion will be supported by all matters of record herein, including Plaintiff's deposition testimony and discovery answers, 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), 2011-CP-12-0323 (Plaintiff's trespass to try title action), and 2011CV1210400002 (Hinson family eviction proceeding against Plaintiff, appeal pending in Circuit

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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 8, 2011

Sept

STATE OF SOUTH CAROLINA)
COUNTY OF CHESTER)

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

Mell Woods,
Plaintiff,

CASE NO: 2010-CP-12-595

vs.

**ORDER DENYING
MOTION TO RECONSIDER**

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),

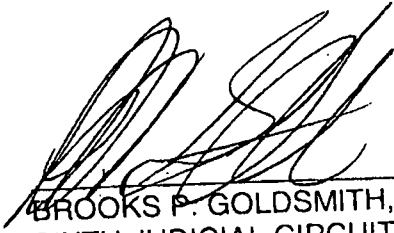
Defendant(s).

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

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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

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, 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."

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.

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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 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".

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.

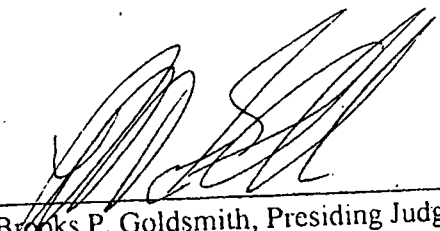
632

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

December 29, 2011
Lancaster, South Carolina

FILED
2011 DEC 30 A 11:15
CLERK OF COURT
CHESTER CO S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

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),

Defendants.

Defendants' Motion to Compel
Production of Original Document

TO: The above-named Plaintiff;

Please take notice that Defendants, through their undersigned attorney, move the court for an Order compelling the Plaintiff to produce to the Defendants' attorney the original document, a copy of which was produced on or about October 1, 2011 as a supplemental discovery response, represented by Plaintiff to be a Land Sales Agreement signed by the decedent Reba Hinson. (copy attached and incorporated.) Defendants intend to have the document examined by an expert forensic document examiner, and the original is needed for said examination.

The motion is made pursuant to:

Rule 26(a), SCRPC- "[p]arties may obtain discovery by . . . production of documents or things . . . for inspection and other purposes."

Rule 26(b)- "[p]arties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party. . ."

Rule 34(a)- "Any party may serve on any other party a request (1) to produce and permit the party making the request, or someone acting on his behalf, to inspect and copy, any designated documents, or electronically stored information (including writings, drawings, graphs, charts, photographs, phonorecords, and other data compilations from which information can be obtained, translated,

if necessary, by the respondent through detection devices into reasonably usable form), *or to inspect and copy, test, or sample any tangible things* which constitute or contain matters within the scope of Rule 26(b) and which are in the possession, custody or control of the party upon whom the request is served . . .” (emphasis added).

Common Law

Rules of Civil Procedure permit very broad discovery and the rules must be broadly and liberally construed. However, Rule 26 (c) recognizes that the right of discovery is not unlimited and gives the court broad power to control the use of the process and to prevent its abuse by any party. The rule does not allow an arbitrary limit on discovery, but instead vests the trial court with discretion in the discovery process. . . . Ex Parte Johnson, 485 So.2d 1098 (Ala. 1986) (internal citations omitted.)

“Generally speaking, the purpose of modern discovery is to assist the administration of justice, to aid a party in preparing and presenting his case or his defense, to advance the function of a trial in ascertaining truth, and to accelerate the disposition of suits. Beyond this, the rules for discovery are designed to eliminate, as far as possible, concealment and surprise in the trial of lawsuits to the end that judgments be rested upon the real merits of cases and not upon the skill and maneuvering of counsel.” 23 Am.Jur.2d, Depositions and Discovery, § 155 (1965). Stated otherwise, the rules seek to ‘make a trial less a game of blind man’s buff and more a fair contest with the basic issues and facts disclosed to the fullest practicable extent.’ United States v. Procter and Gamble Co., 356 U.S. 677, 78 S.Ct. 983, 2 L.Ed.2d 1077 (1958); Hickman v. Taylor, 329 U.S. 495, 67 S.Ct. 385, 91 L.Ed. 451 (1947).”

Id.

This motion will be supported by all matters of record herein and by relevant authorities of this and other jurisdictions. The undersigned certifies that prior consultation with the pro se Plaintiff will likely serve no useful purpose in this instance.



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

October 10, 2011

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

Plaintiff,

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.

1. Plaintiff Mell Woods, comes now and amends each answer, documents produced, answers made during deposition, and supplements discovery as follows;

2. The certain document containing the written agreement between Mrs. Reba P. Hinson, and plaintiff, Mell Woods, is attached and marked as Exhibit A of this supplementation;

3. Exhibit A was recently located with some other papers which have resided in a bank, safe-deposit box for the last five years;

4. Exhibit A is self-explanatory; plaintiff is in possession of a signed original of the document; Exhibit A is a true copy of the original;

This 28 day of September, 2011.


Mell Woods

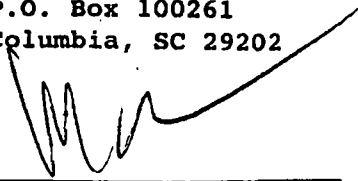
P.O. Box 2603
Lancaster, SC 29721

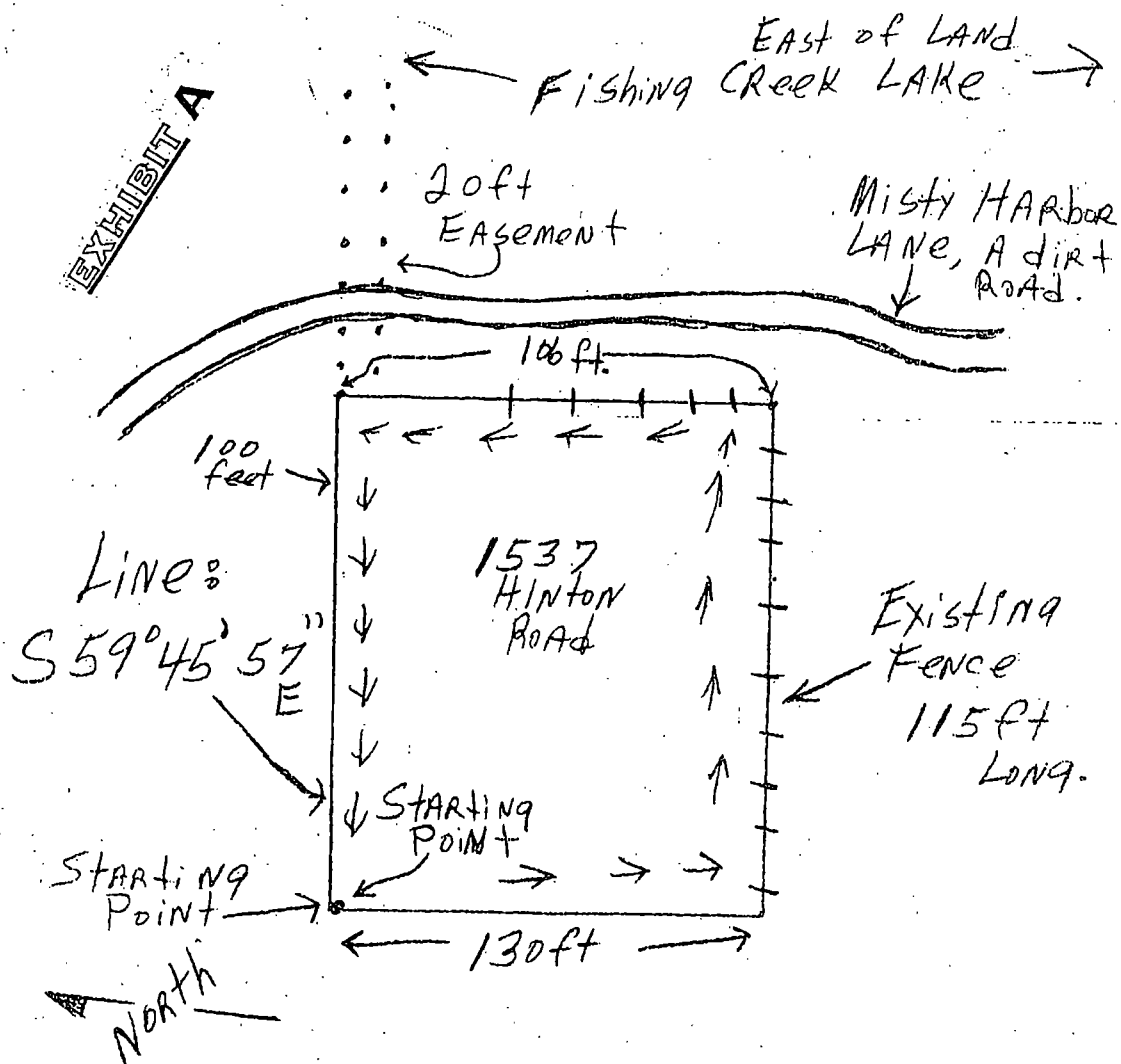
CERTIFICATE OF SERVICE:

I hereby certify that I have served all defendants with a true copy of the within and foregoing SUPPLEMENTATION OF RESPONSES MADE TO INTERROGATORIES, REQUESTS FOR PRODUCTION OF DOCUMENTS, AND ANSWERS OF PLAINTIFF DURING DEPOSITION, by placing the copy in the U.S. Mail, with sufficient stamps 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



ALL LAND comes out of TRACT #2, PHILLIP G. SMITH PLAT. TOTAL LAND AREA, LESS THAN ONE HALF ACRE. NOT TO SCALE.

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 \$951.90 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 \$28,535.00 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.

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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 toward 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 restriction. 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

Mell Woods
BUYER

640

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

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),

Defendants.

**VERIFICATION OF THE SUPPLEMENTATION OF DISCOVERY
RESPONSES**

**PARAGRAPHS 1-4, dated September 28, 2011, the map,
and Exhibit A:**

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

Mell Woods, being first duly sworn, deposes and states
upon his oath that he has examined, touched, and inspected
the described documents; based upon the personal knowledge
of affiant, Mell Woods states on oath that Exhibit A, the
map, and the pleading, paragraphs 1-4, is the truth.

Further, affiant saith not.

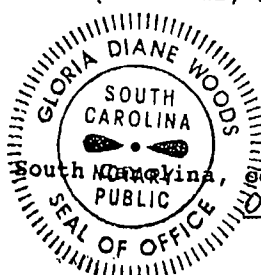
Mell Woods, affiant

Sworn to, and subscribed before me,

this 28 day of September, 2011.

Gloria Diane Woods

Gloria Diane Woods, Notary Public for South Carolina, comm. expires



01/08/2018

641

COPY

MOSES & 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

October 10, 2011

The Honorable Sue Carpenter
Chester County Clerk of Court
P. O. Drawer 580
Chester, SC 29706

Re: Woods v. Hinson, et.al.
2010-CP-12-0595
Our File Number - 12085.2

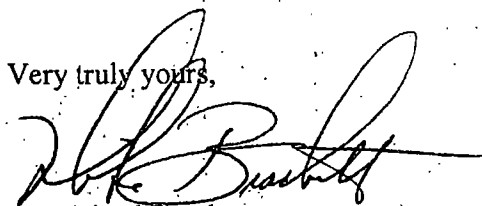
Dear Ms. Carpenter:

Enclosed for filing please find Defendants' original Motion to Compel Production of Original Document. Also enclosed is the required motion cover sheet and my check in the amount of \$25.00 for the motion fee.

There are several motions between these parties on the November 9 motion's roster, and I would appreciate this motion being added to the roster for that date.

By copy of this letter, a copy of the enclosed motion is being served on the Plaintiff as reflected on the enclosed Certificate of Service. Please return a clocked copy of the motion using the envelope provided.

Very truly yours,



B: Michael Brackett

BMB/Ita

cc. Robert H. Breakfield, Esquire
(For all Defendants)
Mell Woods, pro se

642

STATE OF SOUTH CAROLINA

COUNTY OF CHESTER

Mell Woods,
☐ Plaintiff,

v.

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.

IN THE COURT OF COMMON PLEAS

Case No.: 2010-CP-12-0595

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**

Attorney for Defendants

B. Michael Brackett, Esquire, Bar #838
Moses & Brackett, PC
Post Office Box 100261
Columbia, SC 29202-3261
telephone: 803-461-2312 fax: 803-461-2309

Attorneys for Plaintiff:

pro se

- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I AND III**)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)
☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

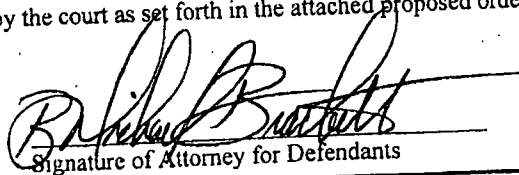
SECTION I: Hearing Information

Nature of Motion/Order: Defendants' Motion to Compel Production of Original Document
Estimated Time Needed: 10 min. Court Reporter Needed: _____

SECTION II: Motion/Order Type

- ☒ Written Motion/Order attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for Defendants

October 10, 2011
Date Submitted

SECTION III: Motion/Order Fee

☐ PAID - AMOUNT: \$25.00

JUDGE'S SECTION

- ☐ Motion/Order Fee to be paid upon filing of the attached order
☐ Other: _____

JUDGE
CODE: _____ Date: _____

CLERK'S VERIFICATION

DATE FILED

Collected by: _____

- ☐ **MOTION/ORDER FEE COLLECTED:** _____
☐ **CONTESTED - AMOUNT DUE:** _____

643

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

Mell Woods,

Plaintiff,

vs.

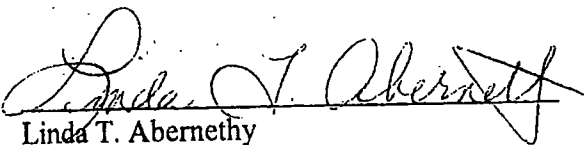
John D. Hinson, Christine E. Jones,
John C. Hinson, Kathy Huffstickle,
Robert H. Hinson, Darrell W. Hinson,
Charles J. Hinson, William L. Hinson,
Elaine H. Hensley, William C. Hinson,
Jr., John Does, (1-5), Jane Does, (1-2),

Defendants.

CERTIFICATE OF SERVICE

I, Linda T. Abernethy, Legal Assistant to B. Michael Brackett, Esquire, attorney for the Defendants in the above-captioned matter, do hereby certify that I have served the pro se Plaintiff, Mell Woods, with a copy of Defendants' Motion to Compel Production of Original Document, postage prepaid and return address clearly indicated on said envelope, on this 10th day of October, 2011 at the following address:

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


Linda T. Abernethy

STATE OF SOUTH CAROLINA ,
COUNTY OF CHESTER

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),

Defendants.

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

Defendant John D. Hinson's
Interrogatories to Plaintiff

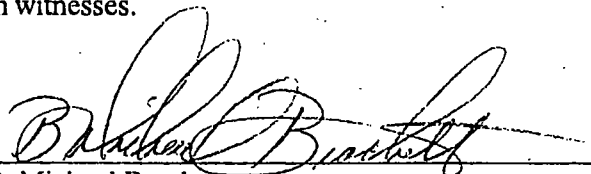
To Above-named Plaintiff:

Pursuant to Rule 33, SCRPC, Defendant John D. Hinson propounds the following interrogatories to the Plaintiff, to be answered under oath within thirty-five (35) days of the service of the interrogatories.

1. Identify and describe the evidence known to the Plaintiff that supports the allegation that on or about the 10th day of December 2007 John D. Hinson hired Richard Vann Griffin to move into Plaintiff's neighborhood. Evidence includes witness testimony, documents, and any other item or statement that relates to the allegation.
2. Did Mrs. Hinson have published rules for tenants for her neighborhood? If the answer is yes, please provide a copy of the published rules.
3. Identify and describe the evidence known to the Plaintiff showing that Richard Vann Griffin tried to extort money from Mrs. Reba Hinson.
4. A. With respect to paragraph 6 of the complaint, who made the video recording referred to therein?
B. When was said recording made?

C. What were the circumstances that prompted the making of the video recording?

5. Did you pay rent to Reba Hinson prior to her death? If so, what was the amount of the rent and when was it paid?
6. Have you paid rent to anyone in the Hinson family since the date of Reba Hinson's death? If so, how much was paid, to whom was it paid, and when was it paid?
7. Do you own the real estate on which the structure you live in is located?
8. Identify and describe the evidence known to the Plaintiff that would tend to show that the fair market value of the building, referred to in paragraph 10 of the complaint, has a fair market value of approximately \$120,000. Is the structure or building the residence used by you or is it an outbuilding used for storage or some other purpose?
9. Give the names and addresses of persons known to Plaintiff to have knowledge concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.
10. Set forth a list of photographs, plats, sketches, or other prepared documents in possession of the Plaintiff, or Plaintiff's counsel, that relate to the claim or the defense in the case.
11. For each person known to the Plaintiff or Plaintiff's counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witnesses, or provide a copy of any written or recorded statements taken from such witnesses.



B. Michael Brackett
Moses Koon & Brackett, PC
P.O. Box 100261
Columbia, SC 29202
803.461.2312 (T)
803.461.2309 (F)
mbrackett@mkb-law.com
Attorneys for Defendant, John D. Hinson

January 12, 2011

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

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),

Defendants.

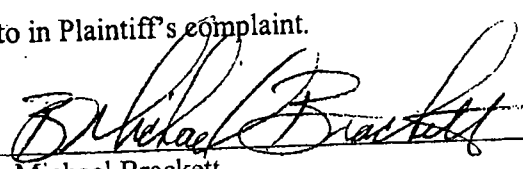
IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

Defendant John D. Hinson's
Request to the Plaintiff
for Production of Documents

To: Above named Plaintiff

Pursuant to Rule 34, SCRCP, Defendant John D. Hinson hereby requests the Plaintiff to produce and permit the inspection and copying of the following:

1. All documents or writings of whatever nature identified by Plaintiff in answer to this Defendant's interrogatories.
2. A copy of the video recording referred to in Plaintiff's complaint.


B. Michael Brackett
Moses Koon & Brackett, PC
P.O. Box 100261
Columbia, SC 29202
803.461.2312 (T)
803.461.2309 (F)
mbrackett@mkb-law.com
Attorneys for Defendant, John D. Hinson

January 12, 2011

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5. Denies paragraphs 4 and 5.

As to the First Cause of Action

6. Denies the first paragraph (unnumbered) in the first cause of action.
7. Has insufficient knowledge of the matters alleged in paragraph 6 and denies the same.

As to the Second Cause of Action

8. Admits only so much of the second cause of action, both the unnumbered portion and the paragraph numbered 7, as alleges that an eviction action was brought in the Chester County Magistrates Court to evict the Plaintiff. The remaining allegations of paragraph 7 are denied. This defendant further alleges that the magistrate dismissed the eviction action without prejudice.

As to the Third Cause of Action

9. Denies paragraph 8.
10. Admits only so much of paragraph 9 as alleges that the Plaintiff is involved with the Hinson's in other legal proceedings, in probate court and circuit court, and that the Chester County Probate Court has previously determined that Reba Hinson owned a life estate in the real property that is the subject of Plaintiff's allegations. The remaining allegations of paragraph 9 are denied.
11. Denies paragraphs 10 and 11.

For a First Counterclaim
(Abuse of Process)

12. Plaintiff is citizen and resident of Chester County.
13. This Defendant, and the other named Defendants who have not heretofore been served with the Summons and Complaint, are remaindermen to the life estate granted by Levi Hinson to his wife Reba Hinson in property on the banks of Fishing Creek Lake. That Reba Hinson owned a life estate has been decided by order of the Chester County Probate Court.
14. Plaintiff has inserted himself into the Estate of Reba Hinson, when he had no standing to do so, in an effort to influence estate administration to his favor. Plaintiff is not an heir of Reba Hinson, and Plaintiff was not named as a devisee in Reba Hinson's last will.
15. Plaintiff is a tenant on the property that passed to the remaindermen, including this defendant, when Reba Hinson died on January 3, 2007.
16. Plaintiff has not paid rent for his use of the rented property since Reba Hinson's death.
17. Plaintiff is using court proceedings to harass this Defendant, and the other defendants who are co-owners of the property, in an effort delay enforcement of his rent obligation and to stave off eviction.
18. Although Plaintiff named all of the remaindermen as defendants herein, he has only served this defendant and has made no effort to serve the others.
19. As described above, Plaintiff had an ulterior purpose in commencing this action and serving process on this Defendant to gain an objective which is not legitimate in the use of the process.
20. Plaintiff has acted willfully in the wrongful and abusive use of process herein, including

without limitation his wrongful intervention in the administration of the Reba Hinson estate, commencing this proceeding in an effort to harass this defendant by attempting to relitigate matters already decided by the courts, and to put this defendant to the stress and expense of defending this action without cause or legal justification.

21. Plaintiff's actions are the proximate cause of this Defendant's damages.
22. This Defendant has suffered stress in mind and body and is entitled to an award of actual damages in an amount to be determined by the court.
23. Plaintiff's actions were willful and malicious, and Defendant is entitled to an award of punitive damages against the Plaintiff.

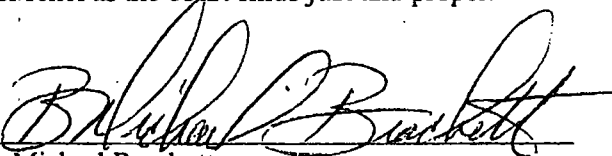
For a Second Counterclaim

24. Plaintiff's action is frivolous.
25. Plaintiff's action was brought primarily for a purpose other than that of securing the adjudication of a legitimate claim.
26. When the action terminates in favor of this defendant, this defendant will be entitled to an award of attorney fees and court costs pursuant to the South Carolina Frivolous Civil Proceedings Sanctions Act.

Wherefore, Defendant John D. Hinson prays for judgment as follows:

- a. that Plaintiff's Complaint be dismissed with prejudice;
- b. that Defendant John D. Hinson be awarded judgment against Plaintiff for actual and punitive damages;

- c. that Plaintiff be assessed for payment of Defendant John D. Hinson's attorney fees and court costs; and
- d. that this Defendant be granted such other relief as the court finds just and proper.



B. Michael Brackett
Moses Koon & Brackett, PC
P.O. Box 100261
Columbia, SC 29202
803.461.2312
Attorney for Defendant John D. Hinson

January 7, 2011

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

Plaintiff,

Answer and Counterclaims of Defendants

Defendants.

Defendants Christine E. Jones, John C. Hinson, Kathy Huffstickle, Robert H. Hinson, Darrell W. Hinson, Charles J. Hinson, William L. Hinson, Elaine H. Hensley and William C. Hinson, Jr., answer and counterclaim as follows:

As to the General Allegations

1. Any allegation not expressly admitted is denied.
2. Admit only so much of paragraph 1 as alleges that Defendants John D Hinson, Christine E. Jones, John C. Hinson, Kathy Huffstickle, Darrell W. Hinson, Elaine H. Hensley and William C. Hinson, Jr. are residents of Chester County. The remaining allegations of paragraph 1 are denied. Defendant William L. Hinson is a resident of North Carolina; Defendant Robert H. Hinson is a resident of York County; Defendant Charles J. Hinson is a resident of a county other than Chester.

3. Deny paragraph 2.
4. Admit only so much of paragraph 3 as alleges that Reba Hinson died in 2007 and that Reba Hinson managed the property (assumed to be the neighborhood on Fishing Creek Lake). Reba Hinson's particular rules of conduct for the residents are unknown to these defendants and therefore the remaining allegations of paragraph 4 are denied.
5. Deny paragraphs 4 and 5.

As to the First Cause of Action

6. Deny the first paragraph (unnumbered) in the first cause of action.
7. Have insufficient knowledge of the matters alleged in paragraph 6 and deny the same.

As to the Second Cause of Action

8. Admit only so much of the second cause of action, both the unnumbered portion and the paragraph numbered 7, as alleges that an eviction action was brought in the Chester County Magistrates Court to evict the Plaintiff. The remaining allegations of paragraph 7 are denied. These defendants further allege that the magistrate dismissed the eviction action without prejudice.

As to the Third Cause of Action

9. Deny paragraph 8.
10. Admit only so much of paragraph 9 as alleges that the Plaintiff is involved with the Hinsons in other legal proceedings, in probate court and circuit court, and that the Chester County

Probate Court has previously determined that Reba Hinson owned a life estate in the real property that is the subject of Plaintiff's allegations. The remaining allegations of paragraph 9 are denied.

11. Deny paragraphs 10 and 11.

For a First Counterclaim
(Abuse of Process)

12. Plaintiff is citizen and resident of Chester County.
13. The Defendants are remaindermen to the life estate granted by Levi Hinson to his wife Reba Hinson in property on the banks of Fishing Creek Lake. That Reba Hinson owned a life estate has been decided by order of the Chester County Probate Court.
14. Plaintiff has inserted himself into the Estate of Reba Hinson, when he had no standing to do so, in an effort to influence estate administration to his favor. Plaintiff is not an heir of Reba Hinson, and Plaintiff was not named as a devisee in Reba Hinson's last will.
15. Plaintiff is a tenant on the property that passed to the remaindermen, including this defendant, when Reba Hinson died on January 3, 2007.
16. Plaintiff has not paid rent for his use of the rented property since Reba Hinson's death.
17. Plaintiff is using court proceedings to harass the Defendants in an effort delay enforcement of his rent obligation and to stave off eviction.
18. As described above, Plaintiff had an ulterior purpose in commencing this action and serving process on the Defendants to gain an objective which is not legitimate in the use of the process.

19. Plaintiff has acted willfully in the wrongful and abusive use of process herein, including without limitation his wrongful intervention in the administration of the Reba Hinson estate, commencing this proceeding in an effort to harass the defendants by attempting to relitigate matters already decided by the courts, and to put the defendants to the stress and expense of defending this action without cause or legal justification.
20. Plaintiff's actions are the proximate cause of the Defendants' damages.
21. The Defendants have suffered stress in mind and body and are entitled to an award of actual damages in an amount to be determined by the court.
22. Plaintiff's actions were willful and malicious, and Defendants are entitled to an award of punitive damages against the Plaintiff.

For a Second Counterclaim

23. Plaintiff's action is frivolous.
24. Plaintiff's action was brought primarily for a purpose other than that of securing the adjudication of a legitimate claim.
25. When the action terminates in favor of the defendants, defendants will be entitled to an award of attorney fees and court costs pursuant to the South Carolina Frivolous Civil Proceedings Sanctions Act.

Wherefore, the answering Defendants pray for judgment as follows:

- a. that Plaintiff's Complaint be dismissed with prejudice;
- b. that all Defendants be awarded judgment against Plaintiff for actual and punitive damages;
- c. that Plaintiff be assessed for payment of Defendants' attorney fees and court costs; and
- d. that the Defendants be granted such other relief as the court finds just and proper.



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

April 15, 2011

STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE COURT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-12-00595

Mell Woods,

Plaintiff,

vs.

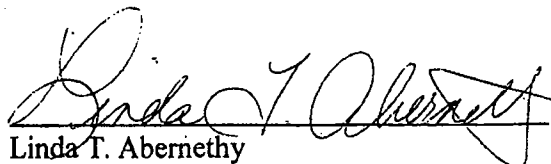
John D. Hinson, Christine E. Jones,
John C. Hinson, Kathy Huffstickle,
Robert H. Hinson, Darrell W. Hinson,
Charles J. Hinson, William L. Hinson,
Elaine H. Hensley, William C. Hinson,
Jr., John Does, (1-5), Jane Does, (1-2),

Defendants.

CERTIFICATE OF SERVICE

I, Linda T. Abernethy, Legal Assistant to B. Michael Brackett, Esquire, attorney for the Defendant in the above-captioned matter, do hereby certify that I have served the pro se Plaintiff, Mell Woods, with a copy of Answer and Counterclaims of Defendants other than John D. Hinson, postage prepaid and return address clearly indicated on said envelope, on this 15th day of April, 2011 at the following address:

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


Linda T. Abernethy

Exhibit

Disc

- Filed.

pg. 659



~~658~~

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.

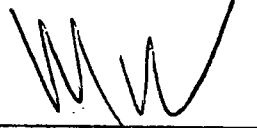
Sincerely,

Andrea R. Taylor
Court Reporter

enclosures

SIGNATURE

I have read the foregoing deposition and confirm that it is a true and accurate transcript of my testimony. Any errors I may have noticed have been listed below and returned to the court reporter for checking against the tapes.



MELL WOODS

Date:

JUNE 10 2011

<u>Page</u>	<u>Line</u>	<u>Correction</u>	<u>Reason for Change</u>
75	19	Remove 1st "Get"	NOT ON TAPE

In regards to the portions of the transcript, pages 39-47, in which another witness (GRIFFIN) speaks from an audio tape, parts of GRIFFIN'S speaking has been "sanitized" ("inaudible") is used in place of some curse words. This is o.k. for right now, but if the tape is used in court, the "inaudible" portions can be heard, and all should be on notice that the actual tape, and not these portions of this transcript will be used.

Re: Woods v. Hinson, et al 5.4.2011
at

Page 73

- 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

Page 74

- 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.

Page 75

- 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.

EXTRA "get"

Page 76

- 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)

**Transcript of the Testimony of
MELL WOODS**

Date: May 4, 2011

**CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index**

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1 STATE OF SOUTH CAROLINA	COURT OF COMMON PLEAS	1	EXHIBITS CONTINUED
2 COUNTY OF CHESTER	C/A #: 2010-CP-12-00595	2	
3 Mell Woods,		3	Defendant's Exhibit Number Eight 54
4 Plaintiff,		4	(lease agreement)
5 v.		5	Defendant's Exhibit Number Nine 63
6		6	(Last Will and Testament of Levie Hinson)
7 John D. Hinson, Christine E.)		7	Defendant's Exhibit Number Ten 67
8 Jones, John C. Hinson, Kathy)		8	(Order)
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10 Hinson, Darrell W. Hinson,)		10	(Tax Inquiry)
11 Charles J. Hinson, William L.)		11	Defendant's Exhibit Number Twelve 79
12 Hinson, Elaine H. Hensley,)		12	(Order of Final Disposition)
13 William C. Hinson, Jr., John)		13	
14 Does (1-5), James Does (1-2),)		14	
15 Defendants.		15	
16		16	STIPULATIONS
17		17	
18		18	It is stipulated and agreed that this
19		19	deposition is being taken pursuant to the South
20		20	Carolina Rules of Civil Procedure.
21		21	
22		22	It is stipulated by and between counsel and the
23		23	witness that the reading and signing of the following
24		24	deposition be, and the same are, hereby not waived.
25		25	Signature sheet is attached at page 100.
DEPOSITION OF MELL WOODS ***** Wednesday, May 4, 2011 10:36 a.m. - 12:12 p.m. The deposition of MELL WOODS taken on behalf of the Defendant, John D. Hinson, at the Chester County Courthouse, 140 Main Street, Chester, South Carolina, 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.		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.	
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1 APPEARANCES:		1	
2 Mell Woods		2	
3 Post Office Box 2603		3	
4 Lancaster, South Carolina 29721		4	
5 Pro Se Plaintiff		5	
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10 Attorney for the Defendant,		10	
11 John D. Hinson		11	
12		12	
13 Also present:		13	
14 Pamy Davis, Paralegal, Robert Harold Breakfield		14	
15 Kathy Huffstickle		15	
16 Gary Adams		16	
17		17	
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(Color photograph)			
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(Color photograph)			
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- 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.

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- 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.)

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- 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.

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- 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 --

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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.	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 10	Page 12
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.	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	Page 15
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 10 about that other than -- 11 Q: All I want you to do is answer my question. 12 I'm -- 13 A: I thought I just did. 14 Q: I'm not here to answer your questions. 15 A: I understand. 16 Q: You're here to answer mine. 17 A: All right. 18 Q: Now, so I've asked you what was done or said 19 and you mentioned -- 20 A: I didn't just pull them out of thin air. 21 Q: You mentioned the John D. Hinson -- 22 A: I didn't say John D. Hinson. I said Danny 23 Hinson. 24 Q: All right. 25 A: Which I think is John D. Hinson.	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 14	Page 16
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 -- 10 A: I think it's John D. Hinson. 11 Q: -- named as a -- okay. Now, has any other of 12 those named defendants ever talked to you and 13 claimed to be in charge of the neighborhood? 14 A: I think Ms. Christine Jones came out there with 15 her mother one day and -- 16 Q: You think? 17 A: Well, she did. 18 Q: Did she or didn't she? 19 A: She did. 20 Q: All right. 21 A: I'm just trying to be nice. 22 Q: And she came -- I just want you to answer the 23 question. 24 A: All right. 25 Q: You can be nice and answer the question at the	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

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Page 17	Page 19
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	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 18	Page 20
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?	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)

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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 --	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.
Page 22	Page 24
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	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)

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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 you 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.

7 (Pages 25 to 28)

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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	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
Page 30	Page 32
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	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

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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	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
Page 34	Page 36
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?	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.

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Page 37	Page 39
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. 6 Q: All right. And I'm going to give you one more 7 chance to tell me what evidence you have that 8 any of these defendants other than John Hinson 9 had an agreement with Richard Vann Griffin that 10 he could move in in return for his harassing 11 you or assaulting you and your family? 12 A: That's what Griffin said. 13 Q: All right. When was the last time you saw Mr. 14 Griffin? 15 A: It was over there at the magistrate court at 16 the jail when they sent him -- when we took out 17 -- we took out a warrant for him. 18 Q: I didn't ask you where. I asked you when. 19 A: I don't know when it was. 20 Q: When was the last time -- 21 A: I don't have my records. 22 Q: And would that have been in 2007? 23 A: I don't know. Can I go back and look at some 24 of those exhibits? I saw something in there. 25 Q: Yes, sir. You can look at --	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
Page 38	Page 40
1 A: I saw something in there that might -- it might 2 give an approximate date. 3 Q: All right. 4 A: Is that something to do with this case or 5 something else? 6 Q: I think that's something you brought. 7 A: No, I didn't bring anything. I'm going to move 8 it here out the way. Okay. I ain't going to 9 mix them up. I'm going to leave them like they 10 are. You had something there earlier about 11 Griffin. There was a police report about 12 Griffin. 13 Q: It's in there. Let's see. Exhibit Four. 14 A: I'm trying not to get them mixed up. It's in 15 this paper here? 16 Q: Yes, sir. That's part of the stuff you 17 produced. 18 A: Yeah. It would have been -- see, this one is 19 dated 2007. Is that -- is that what -- I mean 20 this was when we were having trouble with 21 Griffin. 22 Q: So you think the last time you would have 23 actually seen Mr. Griffin would have been in 24 2007? 25 A: Thereabout.	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.

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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 10 the door. 11 MR. GRIFFIN: And this little video camera 12 thing you're doing -- come on out here big 13 bad boy. Pull a gun on me again. You're 14 going to jail tomorrow night. I wish 15 you'd walk out here in the street, I'd 16 stomp your ass. You don't know who you're 17 fucking with. You done picked the wrong 18 God damn guy to fuck with. What's that 19 going to do for you? Hey, how about this? 20 You've got your children involved in a 21 crime. That speaks volumes for your 22 intelligence. (Inaudible) You done 23 fucked up, boy, you're going to jail 24 tomorrow night because I'm taking a 25 warrant out, me personally and I'm the guy	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
Page 46	Page 48
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.) 10 Q: All right. Is that the entire recording you 11 provided? 12 A: No, it's some more. 13 MR. GRIFFIN: (Inaudible.) Fire starter. 14 Q: Okay. And for the record, he's now in front of 15 your house with a leaf blower? 16 A: That's what it is, I think. 17 Q: All right. And how much time passed between 18 the time when he walked away saying he was 19 going to have you arrested by 5:30 or whatever, 20 and then when he comes back with the leaf 21 blower. How much time passed? 22 A: Not long. It was time enough to go down there 23 and get the leaf blower and turn around and 24 come back. 25 Q: Okay.	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?	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
Page 50	Page 52
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	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.

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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)

Page 57	Page 59
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	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 net -- 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
Page 58	Page 60
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 --	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)

Page 61	Page 63
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	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.)
Page 62	Page 64
1 wrong. But that's what they're claiming now. 2 Q: All right. 3 A: The life estate for it. 4 Q: Okay. 5 A: So, and you characterized it as a battle. I 6 mean, it's just been a disorganized mess for 7 several years. But I'm not battling anybody. 8 Except I don't appreciate people like Griffin. 9 Q: All right. Now, in the second cause of action 10 you've alleged in your complaint, you allege 11 malicious prosecution, that there was an 12 eviction proceeding filed against you in 2010 13 in magistrate's court. And that there was no 14 probable cause to institute that proceeding. 15 You think it was done out of malice. And so 16 you allege all these defendants engaged in 17 malicious prosecution. Is that a -- 18 A: Well, they signed their names to it, I guess, 19 or their names was on there. 20 Q: All right. But you allege that they had no 21 probable cause and that they did it out of 22 maliciousness? 23 A: Can I explain to you -- 24 Q: Yes, sir. 25 A: -- the exact reason?	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.

17 (Pages 65 to 68)

Page 69	Page 71
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 --	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
Page 70	Page 72
1 that -- that they bought from Duke Power, I 2 think. Or some of it came from Duke Power. 3 It's on the -- it's in the -- 4 Q: So is it your testimony today that that 5 property is incapable of being searched through 6 the Chester County deed books? It can't be -- 7 A: It's in the deed books. It's in the deed 8 books. But I mean, but you're showing me a tax 9 -- 10 Q: No, sir. I haven't asked you anything about it 11 yet. I'm asking you have you done a title 12 search to determine what appears in the Chester 13 County records regarding the ownership of the 14 property? 15 A: I've looked at some of the deeds. But I 16 wouldn't call it 100 percent title search. 17 Q: All right. Have you looked at anything other 18 than some of the deeds? 19 A: I have seen some of the stuff at the tax 20 assessor office, but it's totally inaccurate. 21 I mean, they can't get anything right there. 22 Q: So the -- everybody in county government -- 23 A: No, that's not it. 24 Q: -- concerning this property is incompetent? 25 You're the only person who knows?	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)

Page 77	Page 79
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 -- 10 Q: If the Probate Court was right, then the Reba 11 Hinson heirs succeeded to the title to the 12 property, and they got a right to evict you 13 because you -- 14 A: No, they don't. 15 Q: You haven't paid any rent. You haven't paid 16 anything since Reba Hinson died, have you? 17 A: No. It changed from being rent to being 18 payments on what we agreed to. 19 Q: All right. And when did that change? 20 A: Whenever it was I just told you, the next year. 21 Q: And you don't have any writing to back that up? 22 We've just got to take your word for that? 23 A: Well, I said Ms. Hinson wrote it down. You can 24 take her word. 25 Q: And well, we don't have anything. Ms. Hinson	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?
Page 78	Page 80
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 10 the Probate Court is right and probated the 11 Will -- 12 A: I'm not going to assume the Probate Court is 13 right because I mean I got -- I got claims over 14 there saying they're wrong. 15 Q: Now in the -- in the eviction action that was 16 brought in 2010, that action was brought Boyd 17 Property Management, LLC on behalf of Reba 18 Hinson's heirs, right? 19 A: Let me see what you're talking about. I mean, 20 what you're reading off of there. 21 Q: Well, I'm just asking you. Do you recall that 22 that magistrate court case, the eviction 23 proceedings, were brought by Boyd Property 24 Management, LLC, as the property manager for 25 the Hin -- Reba Hinson's heirs?	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)

Page 81 1 Q: All right. 2 A: You should know that. 3 Q: So this Order did not determine ownership, did 4 it? 5 A: She said that -- 6 Q: Said it's dismissed without prejudice. 7 A: Hang on a minute. It does. It says there is 8 no clear ownership of the property. 9 Q: Presented at that time. 10 A: Isn't that clear to you? 11 Q: And it says dismissed without prejudice. 12 A: That's what it says up here at the top. 13 Q: All right. Is it your position that that 14 adjudicated the merits of the case, or that it 15 just simply made it go away and people can 16 bring it again if they want to? 17 A: Well at the time -- 18 Q: Did you appeal that Order? 19 A: I did. At the time, they claimed they were 20 going to take it to Circuit Court to -- she 21 doesn't have jurisdiction of the case because, 22 I mean, there's an ownership problem. That's 23 the reason that she dismissed it. But I mean, 24 I was thinking that the Boyd Property 25 Management was going to take it to Circuit	Page 83 1 built and attached to the ground in a 2 conventional way. 3 Q: All right. So -- 4 A: There's some part of it in there that used to 5 be a trailer and it's been covered over. 6 Q: All right. 7 A: But it's be integrated into a stick built 8 house. 9 Q: When was all of that work done? Before or 10 after you moved in? 11 A: Well, I remodeled the place, but I didn't make 12 any structural changes. I mean, it's basically 13 -- 14 Q: So the mobile home and the additions to the 15 mobile home were in place at the time you first 16 signed your lease in May of 2002? 17 A: That's right. 18 Q: And you've made some improvements to the 19 interior of the property in the time you've 20 been there? 21 A: Interior, plumbing, electrical, stuff like 22 that. 23 Q: All right. Who is Mr. -- is it Lukacs? Lucas? 24 A: Lukacs is his name. It just looks different. 25 It's Lukacs, but he spells it different.
Page 82 1 Court, but they never did. 2 Q: Who is Bobby Gardner? 3 A: Bobby Gardner. He's the fellow that used to 4 own that place years ago. 5 Q: Used to own what place? 6 A: This house that we're talking about. 7 Q: He used to be a tenant of Ms. Hinson at 1537 8 Hinton? 9 A: I think so. I don't know if he's a tenant or 10 what sort of arrangement he had with her. 11 Q: Did you ever talk to Mr. Gardner? 12 A: Yeah, I talked to him. 13 Q: All right. And he -- he terminated his lease 14 and left? 15 A: I don't know what business arrangement he had 16 with Ms. Hinson. 17 Q: All right. 18 A: You're just asking me to speculate. 19 Q: When he left the house remained on 1537? 20 A: Yes. 21 Q: And you've alleged that it is a stick built 22 house. It's not a mobile home or a double wide 23 or a mobile home that's been added on to or 24 something? I'm just asking. 25 A: It's -- more than 50 percent of it is stick	Page 84 1 Q: All right. Who is he? 2 A: He's a fellow from Michigan. He don't -- he 3 don't really stay there all the time. He comes 4 down to escape the snow every now and then. 5 Q: Now he used to be a tenant on the adjacent 6 property at 1539, right? 7 A: He stayed there. 8 Q: All right. Did he stay there for free or was 9 he renting the property? 10 A: Well, I think he paid, but I don't -- here 11 again, I don't know what sort of business 12 arrangement he had with Ms. Hinson because she 13 didn't have a standardized way of dealing with 14 people. I mean, it depended on the situation. 15 Q: All right. That shed that we looked at in the 16 photograph that has 1539 on it, was that 17 property, did it one time belong to Mr. Lukacs? 18 A: It did, and I want to explain that answer. 19 Q: Yes, sir. 20 A: You have been harping on the tax assessors. 21 Q: Yes, sir. 22 A: Let me tell you how stupid they are. You can 23 go down there right now and look at that 24 building that you're talking about right here, 25 they've got it drawn as a little appendage out

Page 85	Page 87
1 there to go with that. Now that's stupidity. 2 Q: All right. 3 A: That's your tax assessor that you're vouching 4 for. 5 Q: All right. 6 A: But yes, this is his shed. 7 Q: Okay. Does he still, to your knowledge, does 8 he still have any interest in or lease on 1539? 9 A: I don't know that. 10 Q: You don't know? 11 A: I don't know. 12 Q: Is there actually a house on 1539? 13 A: There's that shed. 14 Q: So the answer to my question is no, there's not 15 a house? 16 A: No. But I'm not going to sit here and tell you 17 that's our shed when it's not. 18 Q: Now, in your cause of action number three, in 19 your Complaint in this case, you say quantum 20 meruit and fraud. 21 A: That's what it says. 22 Q: You say the actions of the Hinsons revolve 23 around a desire to steal a stick built building 24 which Plaintiff owns. 25 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
Page 86	Page 88
1 Q: Are you claiming today and in your pleadings 2 that -- 3 A: Well, I know I just said nobody owns it. 4 Meaning that nobody's got clear title to it. 5 I'm there. 6 Q: That's not what your pleading says, sir. Your 7 pleading says it is a stick built building that 8 you own. You have sworn under oath -- 9 A: Well, I own at least the building. 10 Q: When you -- well, I'm asking you. Do you own 11 the building? 12 A: We're not talking about the land. 13 Q: Do you own the building? 14 A: Yes. 15 Q: Or does Ms. Hinson own the building? 16 A: Well, I own the building unless you want to 17 apply real estate law that an attached building 18 is part of the real estate. But then you want 19 to revolve around that she had a life estate so 20 she couldn't sell anything to anybody. You 21 just want to get it more messed up every time 22 you ask a question. 23 Q: No, sir. 24 A: I own the building part, but I -- 25 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)

Page 89	Page 91
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.	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.
Page 90	Page 92
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	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)

Page 93 1 A: It's my building. That's what I'm testifying 2 to. 3 Q: You have your word. Okay. 4 A: That's not good enough for you? 5 Q: No, sir, it's not. 6 A: I don't care if it is or not. 7 Q: Okay. 8 A: It -- it -- I don't want to say anything else. 9 Q: So if you -- so you claim you own \$120,000 10 building or this building is worth that, and 11 it's on land that you don't have title to, and 12 you think that if you were required to -- if 13 you get evicted and are required to vacate the 14 premises, you think the owners owe you 15 \$120,000? 16 A: That's my testimony. You summarized it. 17 Q: Give me just a minute to look over this stuff. 18 We'll finish up here. 19 (Off the Record) 20 Q: Let's go back on the record. One other 21 question. A second eviction case has been 22 filed recently in magistrate's court. You're 23 aware of that, right? 24 A: I'm aware of it. 25 Q: And in that case, you have just filed an	Page 95 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
Page 94 1 Amended Counterclaim, or you've served it on 2 me, an Amended Counterclaim. 3 A: That's right. 4 Q: And in that amendment, you claim that the -- 5 what you call a sham proceeding in the first 6 counterclaim is amended to show that it's 7 really abuse of process? 8 A: It's not really amended to show that. That's 9 just what that is. That's just a different 10 term. That's what I'm trying to tell you. 11 Q: All right. 12 A: We don't have common law pleading anymore. 13 Q: So your -- so your counterclaim then is not for 14 a sham proceeding, but for abuse of process? 15 A: That's it. 16 Q: All right. 17 A: That makes it more clear in your mind. But -- 18 Q: I notice in this case that we're here about 19 today you allege malicious prosecution and the 20 other case you've alleged abuse of process. 21 You're just trying to cover the waterfront? 22 A: No. 23 Q: All right. 24 A: They're more or less interchangeable. 25 Q: All right. And the abuse of process is really	Page 96 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)

Page 97 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.	Page 99 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.)
Page 98 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?	

25 (Pages 97 to 99)

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-42- 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

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

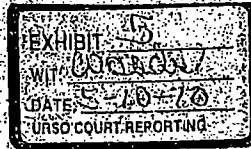
of the Estate of Reba Hinson

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

Leslie C. Westmoreland
Notary Public for South Carolina

My Commission Expires: 5-24-2020

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

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 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 remain or 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.

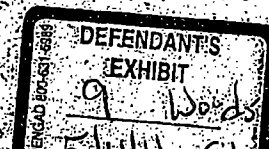
Item III: I will and direct that my executrix hereinafter named do pay as soon as convenient all just debts including medical and funeral expenses from the first money coming into her hands as executrix of my estate.

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



697

EXHIBIT B

\$ 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.

EXHIBIT C

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 9:11
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:

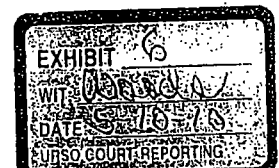
"I will, devise and bequeath unto my beloved wife, Reba P. Hinson all of my personal property of every kind and description including cash money. At her death, the remainder if any, to our beloved children. Name: William C. Hinson deceased his heirs, Lois H. Griffin, John C. Hinson, and Kathy H. Huffstickle,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

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

#3
LJR

EXHIBIT D

00 . TAX INQUIRY - LAST YEAR
er Function... 011243-02-3 Code: P-PAID

01/29/10

HINSON REBA P-LIFE EST
1414 CATAWBA RIVER ROAD

Date: 01/02/03
Date:

Levy
Year: 02

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

100

TAX INQUIRY - LAST YEAR

01/29/10

Enter Function...

011102-03-3 Code: P-PAID

Date: 12/11/03
Date:

Levy
Year: 03

MINSON REBA P-LIFE EST
414 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 148.98
Veh Cr .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

B100

TAX INQUIRY - LAST YEAR

01/29/10

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

Date: 12/31/04

Levy

Date:

Year: 04

SON REBA P-LIFE EST

4 CATAWBA RIVER ROAD

Dist: 01

Town:

342.7

.0

Prop Type: Real Estate

Assmt: 7940

Tax

County

City

2721.04

.00

Homestead

.00

.00

Fee

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

B100

TAX INQUIRY - LAST YEAR

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

	County	City
Tax	2731.36	.00
Homestead	.00	.00
Fee		
Lost Cr	198.28	.00
Veh Cr	.00	
=====		
Net Tax	2533.08	
Penalty	.00	
Total	2533.08	

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

R

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

B100

TAX INQUIRY - LAST YEAR

01/29/10

Ref. Function...

011367-06-3 Code: P-PAID

Date: 12/07/06

Levy

Date:

Year: 06

SON REBA P-LIFE EST
414 CATAWBA RIVER ROAD

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

B100

TAX INQUIRY - LAST YEAR

01/29/10

Enter Function... 011305-07-3 Code: P-PAID

Date: 12/17/07
Date:

Levy
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)

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

711

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 stumbling off through the woods and leaves.

2 And then there's a second episode as I recall
3 that was in the evening, or close to the evening, and it's
4 the same sort of the thing where Van Griffin is behaving
5 badly. There's no dispute about that.

6 When I asked Mr. Woods at his deposition what
7 evidence he had that the Hinson family had anything to do
8 with Van Griffin standing in front of his house and
9 verbally harassing him, orally harassing him, his answer
10 was as I stated in the middle of page six, "The Hinson
11 family members claim to be the owners out here. They
12 would be responsible for people like that if they move out
13 there."

14 He's claiming that because the Hinsons claim to
15 be owners, they're responsible for anything and everything
16 that a tenant might do on the property.

17 He has no evidence that he has produced to us
18 thus far, either in interrogatory answers or in his
19 deposition, that would indicate that the Hinson family had
20 anything to do with Richard Van Griffin.

21 He'll stand up, Mr. Woods will stand up and
22 he'll talk about Richard Van Griffin having a criminal
23 record and he's been in court and he's done this, that and
24 the other, but again, there's no tie-in at all to the
25 Hinson family.

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

7/19 1/2

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 merit 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.

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 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.

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1 MR. WOODS: All right.

2 MR. BRACKETT: He can't put in what she told
3 him.

4 MR. WOODS: Can I say this? There's a plat down
5 there in the deed room that says "Reba Hinson's land" on
6 it. You can take judicial notice of that or I can go get
7 it and show it to you.

8 THE COURT: I'll let you continue. I'm going to
9 overrule the objection. Go ahead.

10 MR. WOODS: All right. Thank you.

11 I mean, every time he does that -- he does that
12 because he knows that I'm not as experienced as he is and
13 I'm going to forget, but I don't have anything written out
14 here to read to the Court.

15 THE COURT: All right. Go ahead.

16 MR. WOODS: The point is, if she didn't get a
17 grant with the will she got at least a color of title
18 starting the day he died.

19 And I got a case here that's cited, it's called
20 Miller versus Leaird, L-E-A-I-R-D, 307 SC 56. It's on
21 paragraph eight that I wrote out. That's the case in
22 Chesterfield County that Mr. Redfield handled 20 years
23 ago.

24 And what this case says, it talks about
25 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.

1 If Reba Hinson owns a life estate, she cannot
2 sign a contract to convey a fee interest to Mr. Woods.
3 She cannot convey away a title that she doesn't own, that
4 she doesn't have. So the ruling on that particular
5 motion, Your Honor, has the potential of resolving a lot
6 of stuff.

7 THE COURT: I am going to take that matter on
8 the 323 case under advisement.

9 On the 2010-595 case, I'm going to grant
10 defendant's motion for summary judgment and ask
11 Mr. Brackett to prepare an order consistent with the
12 ruling of the Court, and in making the ruling, the Court
13 adopts the arguments made by defendant on that motion.

14 Is there anything else we need to do on this
15 case, on these cases, these series of cases?

16 MR. BRACKETT: There's only one other matter
17 pending and that is Mr. Woods' appeal from magistrate's
18 court. I know these people are patiently waiting for
19 their turn here, but it's on that 2 o'clock roster and
20 it's Mr. Woods' appeal from magistrate's court that has
21 mostly to do with procedural matters.

22 THE COURT: I don't know if I've got time to
23 hear that to the detriment of the others who were
24 scheduled to be here this morning.

25 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.

10 THE CLERK: Sir, he asked for it in September to
11 be opened. He was told then it could not be opened, we
12 told him not to open it, and he had up until all this time
13 to address it in some way to try to get --

14 MR. WOODS: I filed a motion, but, I mean, you
15 want to testify?

16 THE CLERK: I'm just telling you what's gone on.

17 THE COURT: Hold on a minute. Hold on.

18 All right. I'm going to grant your motion to
19 continue the case.

20 MR. WOODS: All right.

21 THE COURT: So there's not any misunderstanding,
22 I've opened what was called the original of the
23 preliminary hearing, which I guess is part of the return
24 from magistrate's court, and it's available.

25 MR. WOODS: Thank you.

755

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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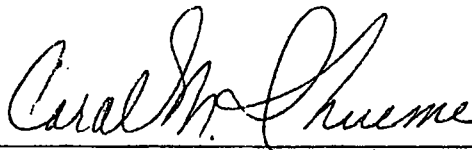
1 CERTIFICATE OF REPORTER
2
3

4 STATE OF SOUTH CAROLINA)
5 COUNTY OF CHESTER)
6
7

8 I, CAROL M. THUEME, RPR, Official Court Reporter for
9 the 11th Judicial Circuit of the State of South Carolina,
10 do hereby certify that the foregoing is a true, accurate
11 and complete Transcript of Record of the proceedings had
12 and evidence introduced in the trial of the captioned
13 case, relative to appeal, in the Court of Common Pleas for
14 Chester County, South Carolina, on the 9th day of
15 November, 2011.

16 I do further certify that I am neither of kin,
17 counsel nor interest to any party hereto.
18
19

20 February 24, 2012

21 
22

23 CAROL M. THUEME, RPR
24 Circuit Court Reporter
25

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 2010-CP-12-00595

Mell Woods, ... Appellant,

v.

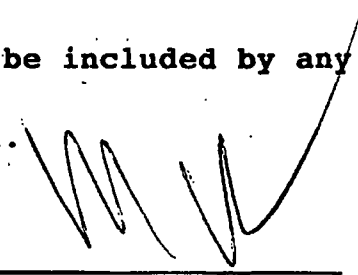
John D. Hinson, Christine E.
Jones, John C. Hinson, Kathy Huffstickle,
Robert H. Hinson, Darrell W. Hinson,
Charles J. Hinson, William L.
Hinson, Elaine H. Hensley,
William C. Hinson, Jr., John
Does, (1-5), Janes Does, (1-2), ... Respondents.

Certificate of Appellant

Court of Appeals Internal Tracking Number: 2012 212429

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 4th day of February, 2013.



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

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

FEB 07 2013

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

SC Court of Appeals

Case Number 2010-CP-12-00595

Mell Woods Appellant,

v.

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), ... Respondents.

Rule 210(a) SCACR Proof of Service of Record on Appeal
Court Of Appeals Internal Tracking Number: 2012 212429

PROOF OF SERVICE:

I hereby certify that I have on the 04 day of February,
2013, served the Respondents with the one copy of the Record
on Appeal required by Rule 210(a) SCACR, by placing the copy
in the U.S. Mail, with sufficient postage, addresses to
the counsel of record for respondents, to wit:

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

ORIGINAL

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