

5

21924

ORIGINAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

APPEAL FROM RICHLAND COUNTY JUN 17 2015
Court of Common Pleas

SC Court of Appeals

Allison Renee Lee, Circuit Court Judge

Case No. 2012-CP-40-4652
S.C. Appellate Tracking No. 2014-000663

James W. Trexler.....Appellant,

v.

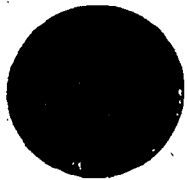
The Humane Society for the Prevention of Cruelty
To Animals, and Wayne Brennessel, individually and
As Executive Director of the Humane Society for the
Prevention of Cruelty to Animals.....Respondents.

SUPPLEMENTAL RECORD ON APPEAL

Roopal S. Ruparelia
William O. Sweeny, III
John E. Tyler
Sweeny, Wingate and Barrow, P.A.
1515 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211
(803) 256-2233
Attorneys for Respondents

Index

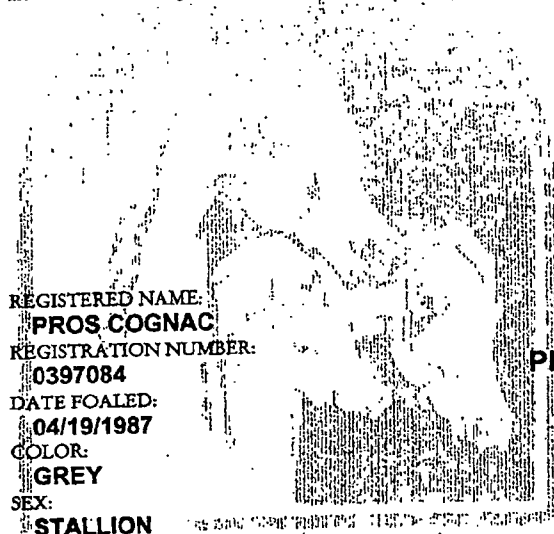
Documentation Related To Ownership Of Various Horses.....2
Certificate of Counsel.....21



PUREBRED ARABIAN CERTIFICATE OF REGISTRATION

Arabian Horse Registry of America, Inc.

Blood type and DNA type on record with the Arabian Horse Registry of America, Inc.



REGISTERED NAME:
PROS COGNAC
REGISTRATION NUMBER:
0397084
DATE FOALD:
04/19/1987
COLOR:
GREY
SEX:
STALLION

PROS COGNAC

BRED BY:
01409853
CAMELOT ARABIAN STUD FARM INC
AVON, OH

RECORDED OWNER:
01519503
CONNIE R JAMES
6585 PLEASANT RDG RD
RISING SUN, IN 47040

PRO-FIRE
1974 B 0116760

***BASK**
1956 B 0025460

***PROWIZJA**
1964 B 0041018

COGNAC
1970 G 0067488

COGNAC KITTIE
1979 G 0201364

ABBE LIXT
1975 G 0126213

WITRAZ
1938 B PASB

BALALAJKA
1941 G PASB

EGO
1959 B PASB

PROWARDA
1958 B PASB

***BASK**
1956 B 0025460

***GDYNIA**
1963 G 0025453

BEN ARAM
1969 G 0055269

GAAMARA
1968 B 0053456

OFIR
1933 B PASB

MAKATA
1931 G PASB

AMURATH-SAHIB
1932 G PASB

IWONKA III
1936 C PASB

COMET
1953 G PASB

EGERIA
1951 B PASB

KOREJ
1939 C PASB

PROWIERKA
1948 G PASB

WITRAZ
1938 B PASB

BALALAJKA
1941 G PASB

COMET
1953 G PASB

GWOZDAWA
1958 G PASB

***ARAMUS**
1962 G 0040713

GALICIA
1960 G 0017042

GAMAAR
1963 B 0025404

GAZONIA
1963 B 0024347

IN WITNESS WHEREOF, ATTEST:

Robert J. Daniels Jr.
CHAIRMAN

Ann K. Johnson
RESIDENT OFFICER

2

HSPCA0518

INSTRUCTIONS

All ownership transfers recorded with the Registry require the buyer and seller to be bound and abide by the Registry's Rules and Regulations.

1. The recorded owner (seller) must complete and sign the SELLER SECTION
2. The buyer (new owner) must complete and sign the BUYER SECTION
3. Send this certificate with a check or money order to the Registry

Transfer fees are based on the length of time between the date of sale (or ending date of a contract) and the postmark date of mailing the Certificate of Registration to the Registry.

As of January 1, 2002, transfer fees are as follows:

Date of sale to 2 months	\$15 Member
	\$25 Non-Member
2 Months - 6 Months	\$30 Member
	\$40 Non-Member
After 6 months	\$50 Member
	\$60 Non-Member

DO NOT ERASE OR ALTER ANY WRITTEN INFORMATION ON THIS CERTIFICATE. Any alterations will require a new bill of sale or a signed letter from the seller, confirming the details of the transfer.

A multiple ownership must be recorded in either an "and" or an "or" format with and "and" ownership requiring all signatures and an "or" ownership requiring one signature for future transfer.

SELLER SECTION

The seller listed below must complete this section.

CONNIE R JAMES

A. Date of Sale _____
Month Day Year

OR

B. Contract Sale
Beginning Date
of Contract _____
Month Day Year

Ending Date
of Contract _____
Month Day Year

Seller's Signature(s)* _____
Signature Date

Signature _____ Date

*Persons signing for an entity must be properly authorized with the Registry.

BUYER SECTION

The buyer (new recorded owner) must complete this section. Please enter your ownership number below. If you have never registered a purebred Arabian in your name, leave the line blank and an ownership number will be established for you.

Ownership Number _____

Ownership Name (Please Print) _____

Address _____

City _____ State _____ Zip _____

Telephone (Home) _____ Telephone (Daytime) _____

Fax _____ E-Mail _____

Buyer's Signature(s)* _____
Signature Date

Signature _____ Date

Complete this section and mail the registration certificate to the Registry. A new certificate showing the horse as a gelding will be mailed. There is no charge for this service.

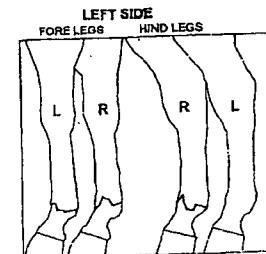
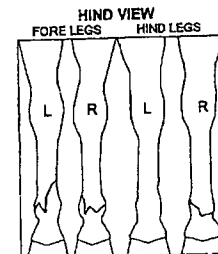
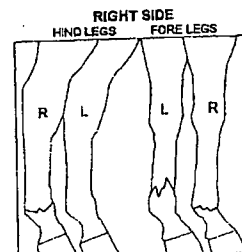
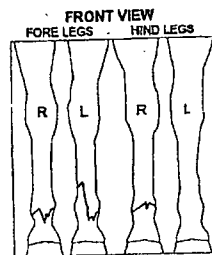
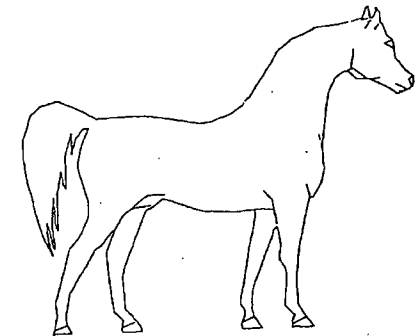
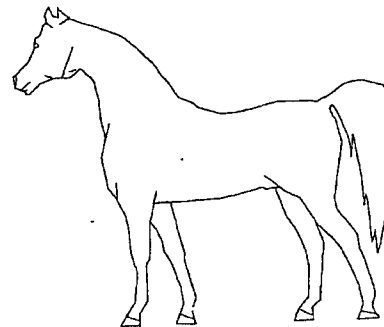
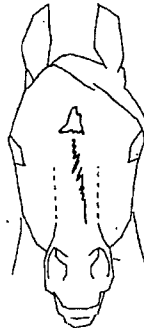
Date of Castration _____
Month Day Year

Recorded Owner's Signature _____
Signature Date

To record the death of a horse, send a written statement to the Registry including the name and registration number of the horse, the signature of the recorded owner and the date of death. You may keep the certificate.

MARKINGS:

- STAR. FAINT STRIP.
- RIGHT FORE LEG.
- LEFT FORE LEG.
- RIGHT HIND LEG.



ALL WHITE MARKINGS ARE OUTLINED

Arabian Horse Registry of America, Inc.



Mail: PO Box 173886
Denver, CO 80217-3886
Street: 12000 Zuni Street
Westminster, CO 80234
Phone: 303-450-4748
Fax: 303-450-2841
www.theregistry.org

© 2002 Arabian Horse Registry of America, Inc.
0397084 PROS COGNAC

the Registry



Fallen Tree Arabians



Installment Sales Contract

This sales contract, entered into on the 2nd day of February, 2005 by and between FALLEN TREE ARABIANS (hereinafter known as "Seller"), and James Trexler (hereinafter known as "Buyer"), and whose address is 920 E. Brewington Rd. Sumter, South Carolina 29153

Financial Agreement

1. Seller agrees to sell and buyer agrees to buy, at the price, and upon the terms, provisions and conditions hereinafter set forth, the following described horse(s), hereinafter collectively referred to as the "Horse":
Horse(s) Name: Pros Cognac DOB: 4/19/87 Sex: Stallion Reg.# 0397084 Price \$10,000.00

2. The total purchase price for the horse shall be \$10,000.00, which buyer, agrees to pay as follows:
a) The sum of \$5,000 (1/2 of total purchase price) to be paid on or before February 12, 2005 by Certified Check, and must be received by seller 2 weeks PRIOR to shipper's arrival for horse pick-up, to allow time for check clearance/funding and preparation of appropriate paperwork (vet exam/health papers, etc for horses transportation. Current Coggins / Health Certificate and copies of Registration/Sweepstakes papers will be provided by Seller to accompany shipper. Horse to be picked up by buyer for transport by March 15, 2005 at buyer's expense.

Citizen's Bank CAS Reno's
Down Payment: Chk # 1208805 Amount: \$5000 Date Received 2/11/05
b) The balance due of \$5,000 (hereinafter referred to as the "Deferred Purchase Price") shall be due and payable in 2 final installments of \$2,500 due in full by Certified Check on or before April 30, 2005 and the final installment of \$2,500 must be paid in full by July 1, 2005. Until the time as balance on total purchase price is paid in full, balance due will be financed at rate of 10% interest per annum, beginning February 15, 2004. (Seller has agreed to waive any interest fees if BOTH installments of \$2,500 are paid in full on or before their individual due dates of April 30 and July 1 of 2005.). In the event the total first installment of \$2,500 is not received by Seller by the first due date of April 30, 2005, interest will be accrued in the % stated above beginning the date of this contract and applied to total balance due. All payments are to be paid by Certified Check.

3. Horse is sold "as is" (see below) upon the completion and passing of routine insurance health exam. Buyer understands that horse is not guaranteed sound for show or strenuous riding purposes, but is able to perform breeding/light riding duties. Any risk of injury to, or death of, the horse from the date of horse's departure from Seller, shall be borne by the Buyer.

4. Unless and until the Deferred Purchase Price shall have been paid in full, Seller shall, and hereby, does expressly retain a purchase money security interest in the horse and buyer agrees to execute such documents as may be required to keep such security interest enforceable and perfected. Seller will retain any Registration and/or Sweepstakes Papers until the balance is paid in full.

5. In the event (1) of default of the Deferred Purchase Price or interest payable hereunder, (2) of default in the performance of, or compliance with, any of the provisions hereof, (3) Buyer is or becomes insolvent or makes an assignment for the benefit of creditors, (4) a petition is filed or any other proceeding is commenced under the Federal Bankruptcy Act by or against the Buyer, or (5) a levy or garnishment is issued against Buyer or the property, assets, or income of Buyer, then in such an event: (a) the then unpaid principal balance with any accrued interest shall become immediately due and payable in full; and (b) Buyer shall on demand of Seller, deliver possession of the Horse to seller in the same good condition as is on the date hereof; however, should the Buyer fail or refuse to do so, Buyer agrees that Seller shall have the right, without further notice, and with or without process of law, to take possession of the Horse wherever found, and for such purpose, Buyer hereby authorizes Seller to enter upon and premises of Buyer, with or without force or process of law, and take possession of the Horse. Thereafter, Seller may sell or transfer the Horse at his option freely without any right of redemption by Buyer and without prior notification. Buyer hereby waives and right of action or otherwise which Buyer might have against Seller in any way connected with (1) the removal, sale or other disposition of the Horse or (2) any actions instituted against Buyer on account of default in the performance of Buyer's obligations, hereunder.

6. Buyer agrees that he (a) will not sell, lease or otherwise transfer the Horse to any other location other than the address stated hereof, without prior written consent of the Seller; and (b) will at all times, at his expense, provide adequate feed, care, maintenance and vet attention to the Horse, including routine inoculations for the prevention of disease and medication for the suppression of internal

Page 2 Sales Installment Contract cont.

7. Buyer agrees that, until balance and any interest is paid in full, Buyer will at his expense (a) maintain mortality insurance policy in an amount at least equal to the purchase price, with loss payable to Seller (b) furnish to Seller the original of any such policy of insurance on or before Horse departs from Seller's custody, and to furnish to Seller at least 10 days before expiration of any such policy, the renewal, thereof. * Seller agrees to remit to Buyer the proceeds of any insurance received by Seller in excess of the balance due on the Deferred Purchase Price and any accrued interest that may apply as per this contract.

*8. Additionally, Seller retains the full breeding rights for three (3) breedings to above stallion by A/I or natural breeding with the standard Live/Foal Guarantee (foal stands and nurses for 24 hours from birth). These breedings will be at no cost to the Seller except in the event of any mare care on stallion's premises for natural breeding, and/or Veterinary collection fees (not to exceed \$100) and shipping/postal costs for any and all A/I shipments. (Shipment costs not to exceed \$50) Seller has until closing of breeding season September 2007, to exercise this breeding option, or it will be forfeited. In the event of the Stallions death, all breeding obligations of Buyer are null and void.

92 *9. Seller agrees to have vet health exam for insurance purposes performed ASAP upon receipt of Buyer's Insurance Forms. Vet exam is at Buyer's expense and to be paid upon receipt of vet bill and prior to horses departure. Written proof of insurance must be provided to Buyer and Seller prior to Horses departure from Fallen Tree Arabians.

10. In addition:

11. This contract shall be binding, and shall inure to the benefit of Seller and Buyer and their respective heirs.

By their signatures below, both parties jointly agree that they understand and will abide by all conditions of this contract.

Seller(s) Signature:

Date

Buyer(s) Signature:

Date

Connie James Dickman 2/11/05

James Trexler 2-6-05

Connie James Dickman
Fallen Tree Arabians
6583 Pleasant Ridge Road, Rising Sun, IN 47040
Hm # 812 438-2992 Cell# 513 646-7114
Fax # 812 438-2127 Email: cjjames@nvox.net

James Trexler
920 E. Brewington Rd, Sumter, SC 29153
P.O. Box 249, Sumter, SC 29151
Hm# 803 469-6153 Cell# 803 518-6125 / 803 518-3073
Fax # 803 469-6186 Barn/office 803 469-6185

Farm Name, Address and residence/barn phone where horse will be stabled: 920 East Brewington Road
Sumter SC 29153
Phone #'s (803) 469-6185 (803) 518-3273

NOTICE TO CUSTOMER
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE AN INDEMNITY BOND PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.

CASHIER'S CHECK

008805

REMITTER James Trexler


DATE 02/10/05

67-733/532
3000176

PAY TO THE ORDER OF Connie R. James Dickman

\$ ****5,000.00****

THE SUM 5000 00 00 00

DOLLARS 

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY



THE CITIZENS BANK
Sumter, SC 29150

Stacy Miner

⑈00008805⑈

TO: CONNIE

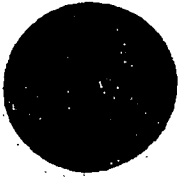
FROM: JAMES

RE: PROS COGNAC

DATE: FEBRUARY 10, 2005

Please find enclosed the down payment for Pros Cognac. If you have not forwarded the insurance document from the vet and the signed contract as of date, please do so.

Thank you.



PUREBRED ARABIAN CERTIFICATE OF REGISTRATION

Arabian Horse Registry of America, Inc.

Blood type and DNA type on record with the Arabian Horse Registry of America, Inc.

*BASK
1956 B 0025460

PRO-FIRE
1974 B 0116760

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1964 B 0041018

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COGNAC
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COGNAC KITTIE
1979 G 0201364

ABBE LIXT
1975 G 0126213

WITRAZ
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BALALAJKA
1941 G PASB

EGO
1959 B PASB

PROWARDA
1958 B PASB

*BASK
1956 B 0025460

*GDYNIA
1963 G 0025453

BEN ARAM
1969 G 0055269

GAAMARA
1968 B 0053456

OFIR
1933 B PASB

MAKATA
1931 G PASB

AMURATH-SAHIB
1932 G PASB

IWONKA III
1936 C PASB

COMET
1953 G PASB

EGERIA
1951 B PASB

KOREJ
1939 C RASB

PROWIERKA
1948 G PASB

WITRAZ
1938 B PASB

BALALAJKA
1941 G PASB

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1953 G PASB

GWOZDAWA
1958 G PASB

*ARAMUS
1962 G 0040713

GALICIA
1960 G 0017042

GAMAAR
1963 B 0025404

GAZONIA
1963 B 0024347

REGISTERED NAME:
PROS COGNAC
REGISTRATION NUMBER:
0397084
DATE FOALED:
04/19/1987
COLOR:
GREY
SEX:
STALLION

BRED BY:
01409853
CAMELOT ARABIAN STUD FARM INC
AVON, OH

RECORDED OWNER:
01519503
CONNIE R JAMES
6585 PLEASANT RDG RD
RISING SUN, IN 47040

IN WITNESS WHEREOF, ATTEST:

CHAIRMAN

RESIDENT OFFICER

HSPCA0524

47324 *The International Arabian Horse Association*[®]

Certificate of Enrollment

International Arabian Breeders Sweepstakes

This Certifies that

Name: PROS COGNAC

Registration Number: AHR 397084

Type of Entry: ORIGINAL

is Hereby Enrolled in the
International Arabian Breeders Sweepstakes
and has all the Rights & Privileges Thereof

13-JUN-00

Owner:

JAMES, CONNIE R
6585 PLEASANT RIDGE RD
RISING SUN, IN 47040-9761



Tom Connelly
Tom Connelly, IAHA President





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> Person Search > Results

Person Search Results Property Search MVR Search Court Search Corporation Search Change Criteria >>

BULL'S EYE Search included with every report!

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Matches Found

DEBORAH N CULBREATH

121 HIGHTOWER RD, SALUDA, SC 29138
RR 2 BOX 245, SALUDA, SC 29138
PO BOX 245, SALUDA, SC 29138

SSN	Age	DOB
[REDACTED]	46	[REDACTED]
04/01/1991-09/01/2003		
04/01/1991-04/01/2003		
04/01/1991-05/01/1995		

HAZELENE E TREXLER

920 E BREWINGTON RD, SUMTER, SC 29153
2323 WEDGEFIELD RD, SUMTER, SC 29154
6510 MONTEPELIER LN, SUMTER, SC 29154
PO BOX 1797, SUMTER, SC 29151

[REDACTED]	67	[REDACTED]
05/01/1987-03/01/2005		(803) 775-1057
07/01/1987-10/01/2003		(803) 775-8482
07/01/1994-09/01/2003		(803) 775-1057
05/01/2003-09/01/2003		

JAMES WILLIAM TREXLER

412 DERBY LN, HOPKINS, SC 29061
PO BOX 12603, COLUMBIA, SC 29211
920 E BREWINGTON RD, SUMTER, SC 29153
3900 BENTLEY DR APT 1924, COLUMBIA, SC 29210

[REDACTED]		
07/01/1989-03/01/2005		
05/01/1994-01/01/2003		
11/01/1997-08/01/2001		
09/01/2000-07/01/2001		

JAMES WILLIAM TREXLER

2323 WEDGEFIELD RD, SUMTER, SC 29154
412 DERBY LN, HOPKINS, SC 29061
804 WHALEY ST, COLUMBIA, SC 29201
PO BOX 12603, COLUMBIA, SC 29211
615 GRANBY XING, CAYCE, SC 29033
920 E BREWINGTON RD, SUMTER, SC 29153
3900 BENTLEY DR APT 1924, COLUMBIA, SC 29210
612 VALLEYWOOD CT, COLUMBIA, SC 29212

[REDACTED]	45	[REDACTED]
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07/01/1989-09/01/2003		
09/01/1986-09/01/2003		
05/01/1994-01/01/2003		
07/01/1992-09/01/2001		
09/01/1997-08/01/2001		
07/01/1989-07/01/2001		
07/01/1989-11/01/2000		

JULIE C BROOME

3900 BENTLEY DR APT 1924, COLUMBIA, SC 29210
612 VALLEYWOOD CT, COLUMBIA, SC 29212
412 DARBY ST, COLUMBIA, SC 29203
412 DERBY LN, COLUMBIA, SC 29211

[REDACTED]	38	[REDACTED]
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09/01/1991-07/01/2001		
06/01/2000-11/01/2000		
06/01/1995-11/01/2000		

MIA MOODY

820 GRANT AVE LOT 1, JUNCTION CITY, KS 66441
1203 SOUTHLAND RD C1, ORANGEBURG, SC 29115

[REDACTED]		
01/01/2002-03/01/2005		
03/01/2002-07/01/2002		

W TREXLER JAMES

PO BOX 12603, COLUMBIA, SC 29211
412 DARBY ST, COLUMBIA, SC 29203
412 DERBY LN, COLUMBIA, SC 29211

[REDACTED]		
01/01/1999-03/01/2005		
12/01/1998-01/01/1999		
12/01/1998-01/01/1999		

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Your Search Criteria:

Change Criteria >>

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PERSON SEARCH RESULTS



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Person Search Results

Property Search JAMES TREXLER > SC

MVR Search

Court Search

Corporation Search Change Criteria >>

BULL'S EYE Search included with every report!

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Page 1

Matches Found

	SSN	Age	DOB
JAMES A TREXLER 2323 WEDGEFIELD RD, SUMTER, SC 29154 804 WHALEY ST, COLUMBIA, SC 29201 920 E BREWINGTON RD, SUMTER, SC 29153	[REDACTED] 09/01/1986-03/01/2005 09/01/1986-09/01/2003 07/01/1988-10/01/2001	74	[REDACTED] (803) 775-8482
JAMES C TREXLER PO BOX 3426, MYRTLE BEACH, SC 29578	[REDACTED] 10/01/1991-10/01/1991		
JAMES D TREXLER 34 QUAIL HILL DR, GREENVILLE, SC 29607	[REDACTED] 07/01/1992-12/01/1997	43	[REDACTED]
JAMES L TREXLER 3803 LAKE DR, NORTH MYRTLE BEACH, SC 29582	[REDACTED] 07/01/1992-09/01/2001	57	[REDACTED]
JAMES L TREXLER PO BOX 630, NORTH MYRTLE BEACH, SC 29597 699 IVY PL, NORTH MYRTLE BEACH, SC 29582 4804 LAKEVIEW LN B, MYRTLE BEACH, SC 29575 PO BOX 3426, NORTH MYRTLE BEACH, SC 29582 4501 LITTLE RIVER RD 3426, MYRTLE BEACH, SC 29577	[REDACTED] 05/01/1998-10/01/2001 03/01/1998-10/01/2001 11/01/1988-11/01/2000 11/01/1988-05/01/1993 09/01/1986-11/01/1988		(843) 249-2140
JAMES L TREXLER 699 IVY PL, NORTH MYRTLE BEACH, SC 29582	[REDACTED] 05/01/1995-10/01/2001		
JAMES L TREXLER 699 IVY PL, NORTH MYRTLE BEACH, SC 29582	[REDACTED] 05/01/1995-10/01/2001		
JAMES L TREXLER PO BOX 630, NORTH MYRTLE BEACH, SC 29597	[REDACTED] 05/01/1998-10/01/2001		
JAMES L TREXLER PO BOX 630, NORTH MYRTLE BEACH, SC 29597	[REDACTED] 05/01/1998-10/01/2001		
JAMES L TREXLER 3803 LAKE DR, NORTH MYRTLE BEACH, SC 29582	[REDACTED] 07/01/1992-03/01/2005	57	[REDACTED]
JAMES S TREXLER 1114 RIVER RD, HANAHAN, SC 29406	[REDACTED] 07/01/1992-03/01/2005	53	[REDACTED]
JAMES W TREXLER 615 GRANBY XING, CAYCE, SC 29033	[REDACTED] 07/01/1992-03/01/2005	45	[REDACTED]
JAMES WILLIAM TREXLER 412 DERBY LN, HOPKINS, SC 29061 PO BOX 12603, COLUMBIA, SC 29211 920 E BREWINGTON RD, SUMTER, SC 29153 3900 BENTLEY DR APT 1924, COLUMBIA, SC 29210	[REDACTED] 07/01/1989-03/01/2005 05/01/1994-01/01/2003 11/01/1997-08/01/2001 09/01/2000-07/01/2001		
JAMES WILLIAM TREXLER 2323 WEDGEFIELD RD, SUMTER, SC 29154 804 WHALEY ST, COLUMBIA, SC 29201	[REDACTED] 09/01/1986-03/01/2005 09/01/1986-09/01/2003	45	[REDACTED]

ex 330

888 746-3463

(DBing Demo RJBY3)

Person Search Results

412 DERBY LN, HOPKINS, SC 29061
PO BOX 12603, COLUMBIA, SC 29211
615 GRANBY XING, CAYCE, SC 29033
920 E BREWINGTON RD, SUMTER, SC 29153
3900 BENTLEY DR APT 1924, COLUMBIA, SC 29210
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07/01/1989-09/01/2003
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07/01/1989-07/01/2001
07/01/1989-11/01/2000

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Your Search Criteria: JAMES TREXLER > SC

[Change Criteria >>](#)

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TO: CONNIE
 FROM: JAMES
 RE: PROS COGNAC
 DATE: FEBRUARY 7, 2005

MESSAGE:

Please find the contract regarding Pros Cognac, as well as the insurance form. Once the insurance form has been completed and the health of Pros is evaluated, I will forward the first installment payment to you. Therefore, please have the vet complete his work as soon as possible. If there is a problem with when the first payment will be forwarded, call me at (803) 518-3273. I only desire to wait and make sure Pros is fit before the first payment is made.

Thank you.

*PO 249
 Sumter SC. 2/9/51*

TO: CONNIE
 FALLEN TREE ARABIANS

FROM: JAMES TREXLER

DATE: OCTOBER 21, 2004

MESSAGE:

Please forgive the lateness in my returning the contract to you. I have noted some changes that I would like to have made to the contract. The desired changes are:

1. Paragraph 2: The date of the first check for payment will be on or before December 1, 2004 with the second payment due no later than June 1, 2005. The first payment will be made before Pros Cognac is transported.
2. Paragraph 7: The amount of insurance carried on Pros Cognac should be no less than the unpaid balance due not the purchase price. If a higher amount of insurance is desired and taken out on him, then that decision should be left to my discretion.
3. Paragraph 8: A sentence dictating that all veterinary expenses associated with A/I collection will be the responsibility of the Seller and must be paid before the collection.
4. Paragraph 10: A paragraph needs to be added to dictate that Pros Cognac must pass a general soundness and health examination before departure to buyer. Further, a statement regarding the viability of Pros Cognac as a breeding stallion and of his not being in a sterile capacity for at least through September 2005 should be included. If he is found to be in a sterile capacity or cannot perform as a breeding stallion before September 2005, the Buyer will have the right to request reimbursement of the purchase price and return Pros Cognac in good health to the Seller.

I ask that you take a look at the above changes and call me at (803) 518-3273 if you have a desire to talk about them. If you can agree with the changes, please amend the contract and forward it to me via fax at (803) 469-6186.

Thank you for your consideration in this matter. Again, I apologize for not sending you this earlier.

VETERINARY CERTIFICATE OF EXAMINATION FOR MORTALITY COVERAGE			
Applicant: _____		Date: _____	
Horse's Name: <u>PRO COGNAC</u>		Date of Birth: <u>4-19-87</u>	Sex: <u>S</u> Breed: <u>ARABIAN</u>
Current and/or Intended Use: <u>Breeding</u>		Level: _____	
Color: <u>Grey</u>	I.D. # - <u>81A</u>	FEI: _____	Owner: _____
For Quarter Horses, Appaloosas, or Paints that have an ancestor known to carry HYPP, please indicate the horse's HYPP status. (Circle one) <u>NM</u> <u>N/M</u> <u>N/A</u>			
Describe type of work the horse has been in the last six months. If at rest or turned out, why? <u>Limited Breeding, STALL, OCCASIONAL TURNOUT</u>			
Pulse and Respiration normal at rest and after work?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Has the horse ever had colic surgery?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Heart auscultation normal at rest and after work?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Subject to or any previous history of colic?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Respiration auscultation normal at rest and after work?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	History or evidence of a bleed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Temperature normal?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	History or evidence of nerve?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Eyes obviously normal?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Any evidence or history of laminitis, club foot, or P3 rotation?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Palpations normal? (Note any swelling, heat, stiffness and/or pain)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Any evidence of infection or disease?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Back	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Contagious diseases on premises or locally?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Shoulders	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Any symptoms detrimental to satisfactory breeding?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Knees	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Is there evidence of objectionable habits? Vices?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hocks	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If the horse is a stallion, are both testicles evident?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Fetlocks	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If the horse is a mare, is she in foal? <u>NA</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Tendons and Ligaments	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If the horse is a mare, any history of dystocia? <u>NA</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Neutester results negative?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Any major conformation faults, which may affect the horse for its intended use, short or long term?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Properly shod? <u>NA</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Any evidence of lameness (gaiting a straight or on circles in both directions)? <u>Stephen L. Ryan</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is the stabling and turn out safe and adequate?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Any evidence of bone or joint disease?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Are you the usual veterinarian for the applicant?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If any are answered yes, please explain on a separate page.	
Type and schedule of training program: <u>Left lead lunging by self-instruction turned out</u>			
Are there any pre-existing conditions, history of lameness, or additional medical facts that should be brought to the attention of the insurance company? <u>no</u>			
Has the horse been attended by you or any other veterinarian for any ailment, injury or medical problem in the last 12 months? If yes, explain. <u>no</u>			
Does the horse have present evidence of tendonitis/desmitis? If so, describe. <u>it calcification of left rear hock due to previous injury several yrs ago.</u>			
Has an X-ray or ultrasound examination been performed on the horse in the last 12 months? If so, why and what were the results? <u>not recently</u>			
Is the horse sound for the use intended? <u>yes</u>			
Has horse ever undergone surgery? If so, describe type of surgery, date and recovery. <u>no</u>			
Are you aware of any condition past or present that could require surgical or medical attention in the next 12 months? <u>no</u>			
Give your general evaluation for the above named horse, and your professional opinion on soundness, both short and long-term, for its intended use. <u>Stallion should have no problem of being a sound breeder</u>			
I (print name) <u>MARVON R. MOORE</u>		do certify that I am a graduate veterinarian holding a current license as such to practice in the State of <u>Indiana</u> and that I have on this day examined the above named horse	
Veterinarian's signature: <u>Marvon Moore D.V.M.</u>		Phone: <u>812-438-2227</u>	Date: <u>2-7-04</u>
Address: <u>119 N. WALNUT ST. RISING SUN IN 47040</u>			
I (print name) _____ as the Owner or representative for the owner as the primary trainer and/or caretaker, have provided to the best of my ability accurate and complete information on the above named horse.			
Owner, trainer, or primary caretaker's signature: _____			Date: _____

TEMPORARY INSURANCE BINDER

Agri-Risk Services, Inc
7540 W. 160th St., Suite 100
Overland Park KS 66085
Phone: 800-821-5558 Fax: 913-897-1444

FIM 5507132

25% DB

Binder No. LH 03/15/2005-001

March 15, 2005

Effective 03/15/05 we have under binder, with StarNet Insurance Company, coverage as specified below the animal(s) scheduled herein.

Insured Name and Address:

Customer Code: TRESJA1

James Troy Trexler
P. O. Box 249
Sumter, SC 29153

Coverage Provided Under Binder:
GENERAL MORTALITY/THEFT WITH
\$5,000 SURGICAL ENDORSEMENT

SCHEDULE OF ANIMALS INSURED

ITEM	NAME	YR	SEX	BREED	USE	RATE	INSURED VALUE	PREMIUM
001	PROS COGNAC 0397084	87	S	AR	BREEDING	7.50	10,000	900.00

750.00
150.00
900.00

EXCLUSION: LOS DUE DIRECTLY OR INDIRECTLY TO ABNORMALITIES OF THE HOOCS.

ADPT. ISSD: CONNIE JAMES DICKMAN, ATRIMA, . 0585 PLEASANT RIDGE ROAD, RISING SUN, IN 47040,

COMMENTS: \$150 MINIMUM EARNED PREMIUM APPLIES

CONFIRMATION OF COVERAGE IN FORCE FROM 03/15/2005 TO 03/15/2006.
ALL PAPERWORK RECEIVED.

25% DOWN (\$225.00) FOR DIRECT BILL ACCT. PAID BY CREDIT CARD. THANK YOU.

This binder is subject to all terms, conditions, limitations and exclusions of policy to be issued and approval by this office of the information contained on the application and veterinary certificate of examination.

Agri-Risk Services, Inc
Bound by Lavon Hess - #1003 Ext. 305

3/15
MA

StarNet Insurance Company
IMPORTANT NOTICE

Date of Mailing: 05/23/2005

Insured:
JAMES TREY TREXLER
PO BOX 249
SUMTER, SC 29151-0000

For Questions or Changes Call:
Agri-Risk Services
7540 W 160 Street
Suite 100
Overland Park, KS 66085-0016

(913)897-1699

<u>Policy Number</u>	<u>Eff Date</u>	<u>Exp Date</u>	<u>Kind of Policy</u>	<u>Cancel Date</u>
FIM 5507132-10	03/15/2005	03/15/2006	Animal Mortality	06/14/2005

Direct Notice of Cancellation for Nonpayment of Premium

You are hereby given written notice of cancellation of Policy Number FIM 5507132-10.

You are hereby notified in accordance with the terms and conditions of the policy and in accordance with either state or federal law, that your policy will cancel 12:01 a.m. standard time on 06/14/2005.

Any payment received after 06/14/2005 will not provide continuous uninterrupted coverage and will be returned to you or may be applied towards rewriting the policy with a lapse in coverage.

Important Additional Information Regarding the Reason(s) for Cancellation/Nonrenewal: If this notice pertains to a policy providing automobile insurance, you are hereby notified in accordance with the law that, upon our receipt of a written request from you, the insured, within 90 business days from the date of the mailing of this notice, you will be provided with the following information in writing if it was not provided above: the reason(s) for the cancellation/nonrenewal, the specific items of information that support the reason(s) given for this decision, and/or the identity of the source of that information. Please send your written request to: Direct Bill Department c/o W.R. Berkley Mid-Atlantic Group, P.O. Box 61038, Richmond, VA 23261

Director Review - IMPORTANT NOTICE: If this notice pertains to a policy providing automobile insurance, within fifteen days of receiving this notice, you or your attorney may request in writing that the Director of Insurance review this action to determine whether the insurer has complied with South Carolina laws in canceling or nonrenewing your policy. If this insurer has failed to comply with the cancellation or nonrenewal laws, the Director may require that your policy be reinstated. However, the Director is prohibited from making underwriting judgments. If this insurer has complied with the cancellation or nonrenewal laws, the Director ~~does not have the authority to overturn this action.~~

Automobile Replacement Insurance: If this notice pertains to a policy providing automobile insurance, you may be eligible to purchase other insurance coverage through your existing agent, another insurer, or through the Associated Auto Insurers Plan. For more information regarding automobile insurance shopping and availability you may obtain an automobile insurance buyer's guide by contacting the South Carolina Insurance Department, P.O. Box 100105, Columbia, South Carolina 29202-3105, Telephone (803) 737-6180 or (800) 768-3467.

CONNIE JAMES DICKMAN, ATRIMA
6585 PLEASANT RIDGE ROAD
RISING SUN, IN 47040

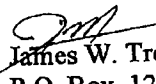
Ms. Connie James
6585 Pleasant Ridge Road
Rising Sun, Indiana 47040

Dear Ms James:

I am writing in regards to your stallion Pros Cognac. I have spoken with the previous owners Dwayne and Pamela Charvonneau of Middleton, Ohio in trying to obtain information in regards to him. I am interested in speaking with you about my interest in him. I have not been able to obtain a telephone number for you.

I went through the Arabian Registry to obtain your address, however, there was not a telephone number associated with the address. I would greatly appreciate having some conversation in regards to Pros Cognac. You may contact me at 803-518-3273 or 803-518-6123. I am looking forward to hearing from you.

Sincerely,


James W. Trexler
P.O. Box 12603
Columbia, South Carolina 29211

Owner Report for JAMES W TREXLER

Name	Number	Foaled	Gender	Color
BA PASSIONETTE	AHR*501633	03-March-1994	Mare	Chestnut

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Owner Report for JAMES W AND JULIE C TREXLER

Name	Number	Foaled	Gender	Color
GYPSEY ROSANNA	AHR*440823	06-April-1989	Mare	Grey

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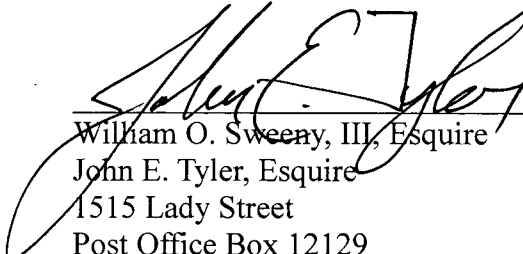
5

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Supplemental Record on Appeal contains all material proposed to be included in the Supplemental Record on Appeal by any of the parties and not any other material.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.



William O. Sweeney, III, Esquire
John E. Tyler, Esquire
1515 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211

Columbia, South Carolina

June 17, 2015

RECEIVED

JUN 17 2015

SC Court of Appeals

5

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
JUN 17 2015
SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Allison Renee Lee, Circuit Court Judge

Case No. 2012-CP-40-4652
S.C. Appellate Tracking No. 2014-000663

James W. Trexler.....Appellant,

v.

The Humane Society for the Prevention of Cruelty
To Animals, and Wayne Brennessel, individually and
As Executive Director of the Humane Society for the
Prevention of Cruelty to Animals.....Respondents.

PROOF OF SERVICE

I certify that I have served Respondents The Humane Society for the Prevention of Cruelty To Animals, and Wayne Brennessel, individually and As Executive Director of the Humane Society for the Prevention of Cruelty to Animals, Respondent's Supplemental Record on Appeal by depositing a copy of it in the United States Mail, postage prepaid, on June 17, 2015, addressed to all counsel of record, listed as follows:

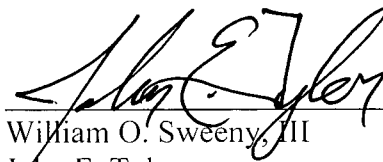
W. Westbrook Wills, III, Esquire
38 Broad Street, Suite 200
Charleston, SC 29401
Attorney for Plaintiff James W. Trexler

William H. Johnson, Esquire
Law Offices of William H. Johnson, LLC
Via W. Westbrook Wills, III, Esquire
Attorney for Plaintiff James W. Trexler

Matthew D. Hamrick, Esquire
Via W. Westbrook Wills, III, Esquire
Attorney for Plaintiff James W. Trexler

Roopal Ruparelia, Esquire
Haynsworth Sinkler & Boyd, P.A.
1201 Main Street
Columbia, SC 29201-3232

June 17, 2015



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Attorneys for Respondents