

22685

Case No. 2015-1472

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

On appeal from the Court Common Pleas

Dorchester County

Carmen T. Mullen, Circuit Court Judge

RECEIVED
MAY 11 2016
SC Court of Appeals

LAWRENCE R. POTTS, CANDACE

MARIE POTTS, and LANETTE ZIMMERMAN,

Appellants

v.

EDWARD E. YAGER,

Respondent

RECORD ON APPEAL

Mr. Michael Allan Maucher
Post Office Box 9
Goose Creek, South Carolina 29445
Attorney for Appellants

Mrs. Jenny Anderson Horne
133 East 1st North Street, Suite 5
Summerville, South Carolina 29483
Attorney for Respondent

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FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2012CP1801764

Lawrence R Potts Lanette Zimmerman	Candace Marie Potts Edward E Yager
CERTIFIED COPY <u>1-26-2015</u> <i>Cheryl Shadun</i> Clerk of Court	
PLAINTIFF(S)	DEFENDANT(S)
Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

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

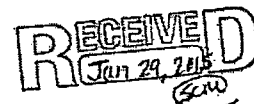
If applicable, describe the property, including tax map information and address, referenced in the order:

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

Carmen T. Mullen
Circuit Court Judge

2142
Judge Code

1/26/2015
Date



For Clerk of Court Office Use Only

This judgment was entered on 1/26/2015, and a copy mailed first class or placed in the appropriate attorney's box on 1/26/2015, to attorneys of record or to parties (when appearing pro se) as follows:

Michael Allan Maucher PO Box 9 Goose Creek, SC 29445

ATTORNEY(S) FOR THE PLAINTIFF(S)

Jenny Anderson Horne 133 East 1St North St. Suite 5
Summerville, SC 29483

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Graham

Cheryl Graham - Clerk of Court

Court Reporter

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

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

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

Lawrence Potts and Candace Potts)
Plaintiffs,)

vs.)

Edward Yager,)
Defendant,)

THE FIRST JUDICIAL CIRCUIT
IN THE COURT OF COMMON PLEAS
Case No.: 2012-CP-18-1764

ORDER

CERTIFIED COPY

1-26-2015
Cheryl Graham
Clerk of Court
Dorchester County

This matter came before the Court as a bench trial on November 18-19, 2014 in Dorchester County. Present at the bench trial were Michael Maucher, attorney for the Plaintiff, Lawrence Potts, and Jenny Horne, attorney for the Defendant, Edward Yager. After considering the evidence presented at trial and the arguments of counsel, the Court makes the following Findings of Fact:

FINDINGS OF FACT

1. On July 1, 2006, a Personal Property Rental Agreement was entered into between Edward Yager (hereinafter "Yager") and Lawrence Potts (hereinafter "Potts") with Potts listed address at Rameliás Drive. Yager is the President of All Transportation Services, Inc., a trucking and storage company located in Summerville, South Carolina. The agreement permitted Potts to store a forty-foot trailer with All Transportation Services. Potts paid through November 2009 and then did not make a payment for twenty months following. Potts was in default under the Agreement.

2. An employee of All Transportation Services, Donna Quattlebaum (hereinafter "Quattlebaum"), testified that either Yager or herself called Potts monthly

about being in default. looking for payment. Potts continually told them he would be there shortly to pay but did not pay for twenty months.

3. Potts testified that he never phoned nor in writing notified Yager that he moved and of his new address but testified that Yager and the employees of All Transportation knew his new address. Entered as Exhibit 12 shows Yager sent a letter to Potts at his Ramelias Drive address on August 1, 2011 informing him that he was in default and if the rent was not paid current by August 8, 2011, the property would be considered abandoned and sold thirty days thereafter.

4. Potts testified that he does not know when he moved from Ramelias Drive to Aleene Street, doesn't know why he paid \$60 rent some months when the monthly rent was \$50. Potts could not identify when or why Yager had been to his residence on Aleene Street but states Yager did. Potts also has no evidence of what amount he paid for the trailer but testified he paid \$9,500 in cash. Potts asserts in his testimony that to "the best of his knowledge" the value of trailer and items in trailer was \$153,905.11.

5. Evidence established that the trailer was sold on October 26, 2011 to Tony Mitchell for \$1,000.

6. I find the values assigned to the alleged items in the trailer are not credible. Potts produced no evidence of payment for any of the items claimed or pictures to memorialize the items or establish their true value. Potts testified that the last time he had been in the trailer was March or April 2009. Potts testified that he and his wife, Candace Potts, were the only ones who had keys to the trailer.

7. James Proctor testified, as an expert in the trucking business. He states he has been in trucking since at least 1993 and is a mechanic and that the value of the trailer was \$5,000. Proctor testified when the trailer was opened - there was furniture, washer and dryer and mounted bull horns in the trailer. Proctor then sent his mechanic in to look to see if there was anything of value to him and he did not. Proctor did not accept Tony Mitchell's offer to take all the contents of the trailer for \$50. Among the items Potts allege was in the trailer was a Snap-On tool box. Proctor testified a Snap-On tool box would be at least 6-7 feet tall and 8 feet wide and the value would be \$8,000 - \$10,000 dollars and that any mechanic would understand the value and states neither he nor his mechanic saw any such Snap-On tool box.

8. Troy Potts, the son of Lawrence and Candace Potts, testified he and five friends moved his parents things from the Ramelias home to the trailer at All Transportation. Those three days of the move in 2007 were the only time he had ever been in the trailer.

9. Candace Potts, wife of Lawrence Potts, testified that the jewelry she wore on a regular basis was mistakenly placed in the trailer during the move from the Ramelias home and realized it on the third day of the move in 2007. Mrs. Potts testified she never went back in the trailer after the October 2007 move to retain her jewelry or anything else. Mrs. Potts further testified their family struggled after their trucking business closed down in 2009 and were unable to pay their bills.

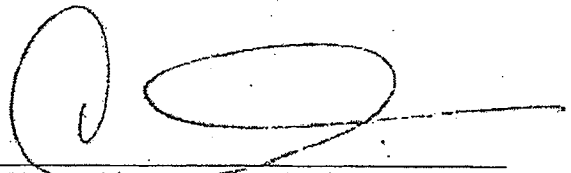
10. Mrs. Potts further testified it never occurred to her to sell any of the items in the trailer to pay the back due rent to All Transportation or other bills. She testified

that she didn't think to get credit card bills to establish purchases of items, go to businesses to prove purchases of items, or document the value of the loss of any item stored in the trailer. I find Mr. Potts testimony as to the value of the contents and Mrs. Potts testimony not credible.

11. On October 28, 2011, two days after the trailer was sold, Mrs. Potts testified that herself and Potts went to All Transportation to pay the back rent in full. She testified they had no idea the trailer was sold and it was just coincidence that after twenty months, they went in with payment in full and were going to move the trailer to a new yard where Potts was now working and could park for free. Mrs. Potts testified that Yager had been to their Aleene home and a couple of times at their Ramelias address, but could not tell the time period and only remembered Yager dropping Potts at the Ramelias address.

12. Yager in his Answer stated he had been to the Potts' home at Ramelias Drive one time but had never been to the Potts' home on Aleene Drive, which he reiterated in his testimony. Yager testified the August 1, 2011 notification of default letter never was returned. Yager testified that for the four months prior to the August 1, 2011 letter being sent, he called Potts and Potts wouldn't return his calls. He sent the letter and gave Potts thirty days and then waited another thirty days but did not hear from Potts.

I find the testimony of Lawrence and Candace Potts not credible. Particularly, the values assigned to the contents of the trailer is outrageous to the court and is unsubstantiated. As damages remain unproven, this Court finds for the Defendant, Edward Yager.



The Honorable Carmen T. Mullen
Presiding Judge, First Judicial Circuit

Beaufort, South Carolina

January 15, 2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NO.: 2012-CP-18-1764

LAWRENCE R. POTTS, CANDACE)
MARIE POTTS, and LANETTE)
ZIMMERMAN,)
Plaintiffs,)

vs.)

EDWARD E. YAGER,)
)
Defendant.)

**COMPLAINT
CONVERSION/NEGLIGENCE**

CLERK OF COURT
DORCHESTER COUNTY

2012 JUL 19 PM 3:47

CERTIFIED COPY

The Plaintiffs, above-named, complaining of acts of the Defendant, above-named, allege as follows:

ONE: That the Plaintiffs', Lawrence R. and Candace Marie Potts are citizens and residents of County of Dorchester, State of South Carolina.

TWO: That the Plaintiff, Lanette Zimmerman is the daughter of Plaintiffs', Lawrence R. and Candace Marie Potts, and lives in the state of Colorado.

THREE: That the Plaintiffs', Lawrence R. and Candace Marie Potts are the owners of a 1984 Forty-Eight (48 ft.) foot refrigerated utility trailer. A copy of the South Carolina Certificate of Title for the subject trailer is attached as Exhibit A and incorporated by reference.

FOUR: That the Plaintiffs', Lawrence R. and Candace Marie Potts, and their daughter (Plaintiff Lanette Zimmerman) stored a significant amount of their personal property in the subject trailer, including but not limited to; tools, furniture, Harley Davidson

motorcycle frames and parts, tool boxes, welding equipment, electrical equipment, clothing, kitchen appliances, an upright freezer, auto and truck parts, personal and financial documents, wedding albums, and wedding certificates. An interim/preliminary list of stored items of Plaintiffs' Lawrence R. and Candace Marie Potts is attached as Exhibit B and incorporated by reference. A interim/preliminary list of personal property of Plaintiff, Lanette Zimmerman with evaluations is attached as Exhibit C and incorporated by reference.

FIVE: That since approximately 2004, the subject trailer of Plaintiffs' Lawrence R. and Candace Marie Potts has been stored by agreement between the Plaintiffs and the Defendant at the Defendant's business known as "All Transportation Services," which is physically located at 1837 N. Main Street, Suite 1, Summerville, SC 29483.

SIX: That Plaintiffs' Lawrence R. and Candace Marie Potts and the Defendant had an agreement for monthly storage charges for the subject trailer, whereby Plaintiffs' Lawrence R. and Candace Marie Potts either paid the Defendant Sixty (\$60.00) Dollars per month by check payable to the Defendant, or in lieu of a check, the Defendant would accept Fifty (\$50.00) Dollars in cash.

Over the years, the course of dealing between the Plaintiffs' Lawrence R. and Candace Marie Potts and the Defendant would be that the Plaintiffs' would occasionally pay rent several months in advance and they would occasionally pay rent several months in arrears.

SEVEN: That the Plaintiffs', Lawrence R. and Candace Marie Potts utility trailer that was used for storage of their belongings was secured with two heavy pad locks.

EIGHT: That the Defendant was aware that the subject trailer was used by the Plaintiffs', Lawrence R. and Candace Marie Potts and Lanette Zimmerman for the storage of their personal household items and belongings.

NINE: That on or about early November of 2011, the Plaintiffs', Lawrence R. and Candace Marie Potts went to the Defendant's business where their trailer was stored. The purpose of their trip that day was to pay the Defendant Nine Hundred (\$900.00) Dollars in back due rent. When the Plaintiffs' arrived at the Defendant's place of business (All Transportation Services, 1837 N. Main Street, Suite 1, Summerville, SC 29483,) the Plaintiffs', Lawrence R. and Candace Marie Potts noticed that their trailer was missing from the facility.

TEN: The Defendant advised the Plaintiffs' that their trailer was no longer there, because the Defendant had sold the Plaintiffs' trailer to satisfy back storage rent that he was owed. Thereafter, the Defendant provided to the Plaintiffs' a South Carolina Department of Motor Vehicle's Bill of Sale dated October 26, 2011, for sale of the Plaintiffs' trailer to Tony Mitchell of Ladson, South Carolina, for One Thousand (\$1000.00) Dollars. That Bill of Sale is attached as Exhibit D and incorporated by reference.

ELEVEN: The Defendant advised the Plaintiffs' that when their trailer was sold on October 26, 2011, to Tony Mitchell it was empty.

TWELVE: That after learning that their trailer had been sold without their authorization to Tony Mitchell, the Plaintiff, Lawrence R. Potts contacted Mr. Mitchell to determine if he still owned the trailer. At that time, Mr. Potts learned that the trailer had been sold for scrap and that the proceeds totaled Four Thousand Three Hundred Fifty-Two (\$4,352.00). A copy of documents from Don's Car Crushing in Ladson, South Carolina, is attached as Exhibit E and incorporated by reference.

THIRTEEN: That the Plaintiff, Lawrence R. Potts believes that the fair actual value of the wrongfully converted trailer is Eighteen Thousand (\$18,000.00) Dollars.

FOURTEEN: That at no time did the Defendant ever contact the Plaintiffs', and advise them that the items stored in the trailer were gone/missing. At no time prior to the Defendant's disposition of the Plaintiffs' assets and personal belongings did the Defendant ever contact the Plaintiffs'. At all times, the Defendant had the Plaintiff, Lawrence R. Potts cell phone number, and at all times the Plaintiffs', Lawrence R. and Candace Marie Potts lived at 108 Aleene Drive, Summerville, SC 29485. The Defendant had been to the Plaintiffs', Lawrence R. and Candace Marie Potts home on prior occasions.

FIFTEEN: That during the nine months that rent was unpaid, the Plaintiff, Lawrence R. Potts stopped by the Defendant's facility/place of business on numerous occasions, either as a social visit to say hello or to explain that his finances were tough, but

that he intended to eventually get caught up and pay all back due rent. On these occasions, the Defendant was always in agreement with the payment arrangements, and the Defendant advised the Plaintiff, Lawrence Potts, that he knew that the Plaintiff would pay him when he had money.

SIXTEEN: That the Defendant converted the Plaintiffs' trailer and personal property to his own use.

SEVENTEEN: That the Defendant's conversion of the Plaintiffs', trailer and personal property to his own use was without the Plaintiffs' permission and consent.

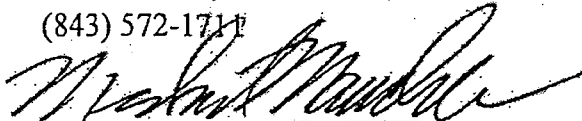
EIGHTEEN: That the Defendant failed to exercise ordinary care or the degree of care, which would have been exercised by a person of ordinary care and prudence in the protection of the Plaintiffs' property, which was a direct and proximate cause of the injuries and damages suffered by the Plaintiffs' herein. Said acts being in violation of the laws and statutes of the State of South Carolina.

NINETEEN: That as a direct and proximate result of aforesaid acts of the Defendant, the Plaintiffs' suffered the loss of their property and have incurred emotional distress as a result of said negligence on the part of the Defendant.

TWENTY: That the Plaintiffs' believe that they are entitled to a Judgment against the Defendant for such actual and punitive damages as try or fact may find.

WHEREFORE, the Plaintiffs' are informed and believe they are entitled to a Judgment against the Defendant for a such sum of actual and punitive damages as try or fact may find, together with the costs of disbursements of this action, for such other and further relief as the Court may deem just, equitable and proper.

DeLuca & Maucher
Attorneys-at-Law
Post Office Box 9
Goose Creek, SC 29445
(843) 572-1711



Michael A. Maucher

This 12 day of July 2012

Goose Creek, South Carolina

STATE OF SOUTH CAROLINA
CERTIFICATE OF TITLE
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	MODEL	NEW/USED
1UYVS2483EU994401	1984	UTII	REE	USED
BODY STYLE	DATE ISSUED	ODOMETER	WEIGHT	TITLE NUMBER
TL	10-22-2007		9000	770810182629206
VEHICLE BRAND(S)				
EXEMPT				

FULL NAME OF OWNER(S)
POTTS, LAWRENCE ROBT. OR
POTTS, CANDACE MARIE
107 RAMELIAS DR
SUMMERVILLE SC 294834813

CUSTOMER NUMBER: 025103931

CERTIFIED COPY
CLERK OF COURT
DORCHESTER COUNTY

THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

MARK SANFORD
GOVERNOR

038604607

- STORED ITEMS IN 1784 UTILITY REEFER -

BICYCLES - TWO - 26" ^{SCHWINN} CRUISE MALE + FEMALE ^{EA} \$16	
" " TWO - 26" ^{MENGOOSE} MTN. - 18 SPD. - "	^{EA} \$239.00
TOOL BOXES - ROLL AWAY - SNAP-ON W/TOOLS	\$50.641.65
TORQUE WRENCH 1 IN.	\$1325.00
H/D ECONOMY SHOP PRESS - 20 TON - CAP.	\$1800.00
STARRETT ^{INSIDE DEPTH.} DIAL INDICATORS - .0001 - 0.200" ^{MAGNETIC BASE}	\$225.00
MITUTOYO ^{O.D.} MAGNETIC BASE - .0001 - 0.200	\$240.00
WESTWARD - MB. DIAL IND.	\$190.00
STARRETT - IND. CONTACT POINT SET	\$129.90
WESTWARD - CHROME MAG. SET	\$149.90
STARRETT MICROMETER SET 0 - 12" ^{12 PC.}	\$3500.24
STARRETT " " 0 - 6" ^{W/SPANNER}	\$1581.00
TELESCOPING GAUGE SET - 5 PC. -	\$255.50
" " 5 PC. ^{5/16 - 6"}	\$285.50
STEEL SQUARE SET - 4 PC. -	\$815.50
DIAL - VERNIER CALIPER SET - STARRETT	\$497.50
" " 0 - 12" ^{SLC. WHITE}	\$289.50
" " 0 - 6" " "	\$149.75
STANLEY I BEAM 48" LEVEL	\$96.50
" " MAG. TORPEDO - 9"	\$44.85
LUFKIN 100' REEL TAPE -	\$94.95
BRASS HAMMER - 1.5 LBS.	\$65.50
2 LBS	\$103.50
3.8 LBS	\$182.00
AMPCO SET OF 3 - FORMING HAMMERS -	\$113.50
ALUMINUM RAMP 40" X 20' - 95.69 FT. -	\$1913.75
MOTORS MANUALS SET - 65 ^{1940 - 2005} HARD BACK	\$3995.00

CERTIFIED COPY

3-	WORK BELT TOOL POUCHES LEATHER	3 @	\$19.99
1-	ESTWING FRAMING HAMMER 28 OZ	-	\$31.99
4-	CRAFTSMAN IND. H.D. VISE	4 @	\$129.99
2-	" 2 TON FLOOR JACKS	2 @	\$239.99
1-	" 4 TON FLOOR JACKS		\$209.99
2-	" ALUMINUM FRAMING SQUARES	2 @	\$14.99
2-	" COMBINATION SPEED SQUARES	2 @	\$12.99
3-	IRWIN CHALK LINES	3 @	\$4.99
1-	CRAFTSMAN WALL SCANNER		\$59.99
1-	" STUD FINDER		\$19.99
3-	" FLOOR CREEPERS	3 @	\$29.99
2-	" 3 PC. CURVED BAR SET	2 @	\$39.99
3-	" 100' EXTENSION CORDS	3 @	\$79.99
1-	" 4 CYCLE SPEED START WIRE WELDER		\$219.99
1-	" 4 CYCLE BLOWER	-	\$169.99
2-	" 16" CHAIN SAWS	2 @	\$184.99
1-	SCHUMACHER BATTERY CHARGER ^{300 AMP} ON WHEELS		\$199.99
1-	TRIANGULAR TOOL BOX METAL		\$249.99
1-	G.P.I. HAND PUMP LIQUID		\$169.99
1-	PORTABLE GARAGE 13 X 20 X 12		\$499.99
3-	OIL CATCHER BUCKETS	3 @	\$10.00
4-	CAULK GUNS	4 @	\$4.99
1-	HONDA PRESSURE WASHER ^{3000 PSI}		\$479.99
1-	GENERATOR BRIGGS + STRATTON GAS ^{6000 WTS}		\$699.99
2-	FURNITURE DOLLIES	2 @	\$22.99
	BOLT CUTTER 36"		\$59.99
	" " 24"		
	" " 16"		
	C CLAMPS ASST. SIZES SET 12 EA	-	\$12.99
2-	VISE ^{LARIN} 6" 4"	2 @ \$99.99 2 @ \$39.99	

6 - WRANGLER	DENIM SHIRTS	6 LARGE	6 @ \$29.99
16 - WRANGLER	QUILTED DENIM	6 LARGE	6 @ \$34.99
6 - WRANGLER	^{BLUE} WORK SLACKS	33 X 32 P/P	6 @ \$34.99
4 -	FLANNEL SHIRTS - FEMALE	4 SMALL	4 @ \$21.99
6 -	LADIES BLUE JEANS - WORK	SIZE 3	6 @ \$19.99
2 -	LADIES WORK BOOTS	^{BLACK - BROWN} - 5 1/2	2 @ \$89.99
2 -	MENS WORK BOOTS	11 1/2 - BLACK - BROWN	2 @ \$99.99
2 -	H-LIFT MANUAL JACKS		2 @ \$89.99
20	WILTONS & MOTORS MANUALS		
1 -	PUSH MOWER	HUSKEE 21"	\$249.99
1 -	FLOOR HEATER	^{FORCED AIR - MASTER} KEROSENE	\$199.99
4 -	BOW SAWS - VARIOUS SIZES		4 EA @ \$6.99
6 -	BOW SAW BLADES		6 @ \$3.49
1 -	WELDER	^{HOBBY} STICK MATE LX	\$149.99
1 -	WELDER	^{JOB} MIG FLUX CORE 125	\$229.99
1 -	WELDING HELMET	^{HOBBY} - AUTO DARKENING	\$69.99
2 -	WELDER CARTS		2 @ \$109.99
1 -	SET VICTOR CUTTING TORCHES	^{GAS PONY} CUTSKILL	\$299.99
1 -	S/S MEAT GRINDER		\$99.99
2 -	SETS OF 4 - 8 - E-T MAG WHEELS	^{10 X 15} ALUMINUM - ^{10 X 16}	\$179.99
4 - EA -	11 R-24.5 ALUMINUM RIMS - FREIGHTLINER	^{SLOTS}	4 @ \$215.00
4 - EA -	11 R-24.5 STEEL WHEELS		4 @ \$99.99
1 -	CRAFTSMAN BENCH GRINDER	W/ WIRE WHEEL	\$169.99
1 -	"	ELECTRIC SANDER - BELT DRIVEN	\$89.99
1 -	"	7 1/4" CIRCULAR SAW	\$129.99
1 -	"	10" ^{18.5 AMP} TABLE SAW	\$229.99
1 -	"	250 PC TOOL SET	\$299.99
2 -	"	FLUKE - RACKS	2 @ \$149.99
1 -	"	TOOL COMBO SET	\$259.99

SANDS LEVEL 48"	\$88.39
36"	\$62.99
SANDS LEVEL-2 CASES - 36" 48" - EA -	\$26.99
COPPER SQUARE -	\$25.99
SUNBEAM - 12 PC. STAND MIXER W/STAINLESS BOWLS	\$429.96
SEARS 30" GLASS TOP STOVE -	\$174.99
" " 24.7 CU.FT. FREEZE -	\$94.95
CRAFTSMAN - AIR TOOL SET -	\$129.99
NORTHLANE EXPRESS WOODBURNING STOVE -	\$109.80
S-K GAS POWERED 11 HP. AIR COMP 30 GAL -	\$246.08
CRAFTSMAN 1/2 IMPACT WRUNCH -	\$161.99
" " AIR TOOL KIT -	\$199.99
RE/TECH EVO 110" ENGINE -	\$468.99
S+S 93" P-SERIES ENGINE	\$827.99
WISHBONE RIGID P/H FRAME -	\$2034.99
MYT 180 RIGID FRAME -	\$1106.99
PRIMO BLT DRIVE CONVERSION OLD STYLE -	\$2988.99
COMPENSATING 25T MAIN DRIVE ASS. -	\$199.99
KICKER KIT - OLD STYLE -	\$154.99
EARLY - OUTER PRIMARY COVER -	\$109.00
" " INNER PRIMARY COVER	\$74.99
PRIMO - KICK ARM I BEAM	\$56.99
REAR SPROCKET - 51T -	\$44.99
STARTER CLUTCH W BEARING	\$74.99
TRANNY PULLEY 34T 415" OFFSET -	\$40.99
CLUTCH SPRING SET - 3 EA. -	\$34.99
KICKER COVER - 3 EA. -	\$33.99
TRANNY SPROCKET 21T 3 EA. -	\$22.99
" " 23T 3 EA. -	\$25.99
" " 24T 3 EA. -	\$28.99
" " 22T 2 EA. -	\$10.00

- 3- RIVER CHAIN SPROCKET - 49 T CHROME - 3 EA. \$44.99
- 4- CLUTCH PASH ROD KITS - 4 EA. \$34.99
- 4- COLONY TIN PRIMARY COVER SCREW SETS - 4 EA. \$16.99
- 3- INNER PRIMARY MOUNTING HARDWARE SETS - 3 EA. \$28.99
- 1- BARNETT BULLET CLUTCH SET \$549.99
- 1- RIVERA PRIMO BELT DRIVE - KICK START - \$529.99
- 3- SIFTON KICKER GEAR & SHAFT - 3 EA. \$69.99
- 2- INTERNAL " " KITS - 3 EA. \$134.99
- 3- RIVERA PRIMO PRIMARY BELTS- 130T X 13/4" 3 EA. \$113.99
- 4- TAPERED MOTOR SPROCKETS - 4 EA. \$12.99
- 6- CLUTCH MAINSHAFT NUTS - 6 EA. \$9.99
- 4- BELT PULLEYS & SPROCKET SPACERS - 4 EA. \$14.99
- 2- TRANXY MOUNT KITS - B/D MATCHING - 2 EA. \$34.99
- 1- VENTED PRIMARY COVER - CHROMED - 1 - \$199.99
- 3- ENGINE TO PRIMARY SPACERS - 3 EA. \$36.99
- REV TECH - 6 SPD. O.D. TRANXY \$929.99
- 2- 4 SPD. INNER PRIMARY BEARINGS - 2 EA. \$16.99
- 5- OIL PUMP CHAIN OIL ADS SCREENS - 5 EA. \$16.99
- 6- REAR AXEL ADS. SETS 6 EA. \$9.99
- 4- CLUTCH LEVER RODS- S/S - 4 EA. \$34.99
- 2- RIVERA PRO CLUTCH COVERS 4 EA. \$39.99
- 8- ROCKER CLUTCH - PEDAL SPRINGS ^{CHROME} - 8 EA. \$18.99
- 2- MOUSETRAP BOOSTER ASSEMBLY KITS - 2 EA. \$233.99
- 2- FRONT FURRY NUTS RIVERA PRIMO - 2 EA. \$4.99
- 2- HEAVY DUTY TRANXY D SPROCKETS - 19 T - 2 EA. \$24.99
- 8- POLYURETHANE HANDLE BAR BUSHINGS - 8 EA. \$16.99
- 2 MOUSETRAP B SPRINGS - 2 EA. \$26.99
- 2 REV TECH CLOSE RATIO - 4 SPD ^{KICK START} TRANXY - 2 EA. \$999.99
- 2 JOCKEY SHIFTER LEVER KITS - 2 EA. \$106.99

REAR DRIVE SPROCKET - 46 T	-	-	\$54.99
" - 48 T	-	-	\$54.99
" - 51 T	-	-	\$54.99
R/V TECH - 5 SPD. TRANNY W/ KICKER	-	2 EA.	\$1239.99
2 MOUSE TRAP COVERS	-	2 EA.	\$23.99
3 PRIMARY CHAIN ADJ. KITS	-	3 EA.	\$44.99
4 TRANNY FILLER PLUGS	-	4 EA.	\$13.99
2 " " ADJ. PLATES	-	2 EA.	\$19.99
4 THROW OUT BEARING KITS	-	4 EA.	\$23.99
2-DAYCO PANTHER 1.5" FINAL BELT DRIVES	-	2 EA.	\$177.99
3-BARNETT KEVLAR REPLACEMENT CLUTCH DISC.	-	3 EA.	\$114.99
4-CLUTCH CABLE RELEASE BRACKET	-	4 EA.	\$23.99
4 TRANNY MOUNT KITS	-	4 EA.	\$23.99
2-ROCKER CLUTCH KITS	-	2 EA.	\$19.99
6-CLUTCH ADJ. SCREW RETAINING RING	-	6 EA.	\$1.99
3-RACQUET-TOP DUST SHIELD & SHIFTER LEVER SET	-	3 EA.	\$19.99
3-DIRECT DRIVE FRONT SPROCKET 24T	-	3 EA.	\$99.99
2-PORT HOLE - DORBY COVERS	-	2 EA.	\$69.99
1-BARNETT REPLACEMENT CLUTCH KIT	-		\$94.99
2-EARLY CLUTCH RELEASE LEVERS	-	2 EA.	\$28.99
4-TRANNY SPROCKET 23 T	-	4 EA.	\$28.99
4-MAGNETIC DRAIN PLUGS	-	4 EA.	\$8.99
4-CLUTCH RELEASE FINGERS	-	4 EA.	\$19.99
2-KICK START - HEAVY DUTY COVERS	-	2 EA.	\$89.99
1-TUNER PRIMARY ELECTRIC START COVER			\$306.99
1 OUTER " " COVER			\$224.99
2-CLUTCH CABLE RELEASE BRACKETS	-	2 EA.	\$26.99
4 " " CLAMPS	-	4 EA.	\$43.99
3-22T TRANNY SPROCKETS - HARDENED	-	3 EA.	\$28.99
2-PRIMO BRUTE BELT DRIVE KIT W/STD. FRONT FALLEY			\$14.29

1 - AIR COMPRESSOR HONDA - GAS - 1/2 - 8 GAL. - \$999.99

2 - SHUTT GATES FOR F/B - 5 GAL TANKS - 2 EA. - \$39.99

2 - RACKET TOP ASSEMBLY - FOR 4 STR. - 2 EA. - \$289.99

2 - FLOKI SQUASH BLOSSOM JEWELRY NECK 2 EA. \$447.99

2 - LADIES VEST-S - BLACK - BROWN 2 EA. - \$89.00

1 - LADIES JACKET W/ENGRAVED ROSES - M - 1 - \$110.00

1 - LADIES CHAPS - BLACK L - 1 - \$119.00

2 - LADIES PANTS - BLACK - BROWN - SMALL - 2 EA. \$149.00

1 - LEATHER PURSE W/ENGRAVED ROSES - 1 - \$149.99

1 - MEN'S LEATHER DUSTIER BLACK - 1 - \$299.99

1 - MEN'S LEATHER VEST 6 POCKETS - 1 - \$300.00

4 HELMETS - MALE & FEMALE - 4 @ 100.00 - \$400.00

2 - LEATHER CHAPS ^{CANSLINGER - CRAZY HORSE} MALE BLACK - BROWN - 2 EA. \$163.99

1 - CERAMIC CANNISTERS ^{SWAN - DUCK STYLE} 14 PC SET - \$400.00

1 - SCULLY OSTRICH TRIM LEATHER BLAZER - \$599.99

2 - HATS - STELSON DRIFTERS - BUFFALO FUR - 2 - \$159.00

2 - HATS - 4X ASPEN FUR FELT - WESTERN 2 - \$129.00

15 - 2X2X2 - BOXES OF PACKED JEANS - TOPS - BLOUSES - SWEATERS

SOCKS - LINGERIE - BRAS - WINTER / FALL CLOTHING - VALUE

UNKNOWN - BELTS - JACKETS - COATS - VALUE UNKNOWN -

JEWEL & NECKLACE - RING BOXES CONTAINING -

1 ~~1 CARAT~~ DIAMOND ENGAGEMENT RING - 14 K YELLOW G. - \$2,199.00

1 CARAT DIAMOND RING AWARD FOR ENGAGE - RING 14 K YELLOW G. - \$1,159.00

1 CARAT DIAMOND CLUSTER SWIRL BAND - 14 K YELLOW G. \$1,059.00

AQUAMARINE BRIDGE RING W/DIAMOND ACCENTS 14K. - \$639.99

TWO TONE GOLD HEART & TEARDROP EARRINGS 14K - \$99.99

TWO TONE GOLD DANGLING VINTAGE BEAD EARRINGS 14K - \$219.99

2 PR. TEEPEE CREEPERS - FEMALE HITOP - REG. - 2 EA. \$61.99

" " MALE. HITOP - REG. 2 EA. \$89.98

1 - SENTRY SAFE - TITLES - BIRTH CERTIFICATES (IMPORTANT) 2 \$179.99
MOTORCYCLES - CAR & TRUCK? DOCUMENTS 23

2-CRAFTSMAN 1/2" IMPACT WRENCHES 2 @ \$139.99

1- " " 16 GAL. SHOP VAC - ELECTRIC POWER - \$119.99

1- ROCKWELL 7 1/2' WORM DRIVE 1/2" POWER SAW - \$249.99

FAMILY PICTURES - FROM BIRTH THRU HIGH SCHOOL

WIFE'S PARENTS RELATIVES - WIFE & I BOTH TOGETHER

PRESTO 1781 23 QT. COOKER/CANNER \$109.99

AMERICAN JOURNEY 5 PC. BEDROOM SET - WHT. OAK \$449.00

3 REMOVABLE SHELVES
1 PC. AMOIRE W/2 DRAWERS - WHT. OAK \$599.00

~~1 KENMORE UPRIGHT FREEZER~~ - \$899.00

~~1 KENMORE FLAT TOP BLACK GLASS STOVE~~ - \$499.00

5 PC SET - LEATHER - LV ROOM BROWN \$2499.00

ASHLEY LEATHER SECTIONAL BLACK \$1755.00

1 LEATHER RECLINER BLACK \$699.00

2 MATCHING CERAMIC 40" LAMPS \$386.00

1- MANGONY BOX - 18' x 4" x 8" BROWN - 1949 - PRINCESS BIRTH GIFT
ENGLAND GERMANY

- ALL OF MY FATHER'S ELECTRICAL TOOLS FROM WHEN HE

PASSED ON - ~~2~~ MANY TO LIST - EXT. CORDS

TOO MANY OTHER NICK-NACKS - SETS OF GLASSES -

POSS. RINGS - JEWELRY - WORK TOOLS -

G.M. PERFORMANCE 290 HP DUAL QUAD POWER PACK

ENGINE - 124995 24K8 DIS-ASSEMBLED - \$3759.99

S/B. HEADS - DOUBLE HUMP PATRIOT PERFORMANCE \$1735.99

B/B. HEADS 2 SETS CHEVY \$2163.98

3-SET PYREX BAKE SETS - 3 EA. \$69.99 \$209.97

1984 UTILITY REEFER TRAILER W/ TIRES & RIMS

VALUE OF TRAILER W/ REEFER UNIT \$1800.00

l.r.potts

From: "LANETTE ZIMMERMAN" <lanettezimmerman@msn.com>
 To: "lpotts12" <lpotts12@bellsouth.net>
 Sent: Sunday, March 04, 2012 11:57 PM
 Subject: Regarding the property that was stolen
 To whom it may concern:

My name is Lanette Zimmerman. I had stored several household and personal belongings in my father's (Lawrence Potts) trailer. Below is a list of those items.

- 3 Baby books (my childrens birth history) (\$priceless)
- 1 Green hope chest containing my childhood photos, wedding photos, and trophies (\$priceless)
- 1 living room couch (\$300)
- 1 living room chair (\$100)
- 5 piece hand made porcelain canister set (\$300)
- 1 hand made porcelain cake plate (\$125)
- 5 piece cast iron cooking set (\$175)
- 1 set of Corell dishware (\$40)
- 3 Silver Collectors Disney spoons (\$90)
- 3 Disney Lithographs (\$150)
- 1 California King water bed (\$100)
- Assorted photos and paintings of my children (\$400)
- Assorted Little Tykes toys (\$250)
- 1 32in console tv (\$200)
- Assorted clothing (\$300)
- 1 Little Tykes Cottage bed (\$200)
- 1 washer (\$100)
- 1 dryer (\$100)
- 1 Set of Dress Green US Army Uniform (\$400)

I am sure there are more items that I can name at this time due to the fact that this is already a very emotional lose to me.

For any reason you need to speak to me, you can reach me at 720-469-6693

Thank you,

Lanette Zimmerman

FILED COPY
 2012 JUL 19 PM 3:48
 CLERK OF COURT
 OGDEN COUNTY



South Carolina Department of Motor Vehicles

BILL OF SALE

(Must Be Typed or Printed in Black Ink)

FOR DEPARTMENT USE ONLY

Check One:

- ☐ Purchase License Plate
☐ Transfer License Plate _____

I, EDWARD E. YAGER

Seller

1837 NORTH MAIN ST. SUMMERVILLE S-C 29483

Street

City

State

Zip Code

state that on the 26TH day of OCTOBER Yr. 2011 the following vehicle:

MAKE UTILITY MODEL NONE BODY TYPE 48FT REEFER YEAR 1983

VEHICLE IDENTIFICATION NO. 1UYV52483EU994401 LICENSE NO. NONE

was sold to TONY MITCHELL

Buyer

LADSON S.C.

Street

City

State

Zip Code

And the above described vehicle is free of all liens and encumbrances in the buyer's name except:

NONE

(List here any mortgages, liens, or encumbrances)

Sale price of vehicle \$ \$4,000.00

Less trade-in \$ ZERO

Taxable Total \$ \$4,000.00

2012 JUL 19 PM 3:48
CLERK OF COURT
NORFOLK COUNTY

LED COPY

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads N.A. (no tenths) miles and to the best of my knowledge that it reflects the ACTUAL MILEAGE of the vehicle described herein, UNLESS one of the following statements is checked.

STOP! DO NOT check one of the following unless it applies.

- ____ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in EXCESS of its mechanical limits.
____ 2. I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY.

WARNING: Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Tony Mitchell 10-26-11
Signature(s) of Buyer(s) Date

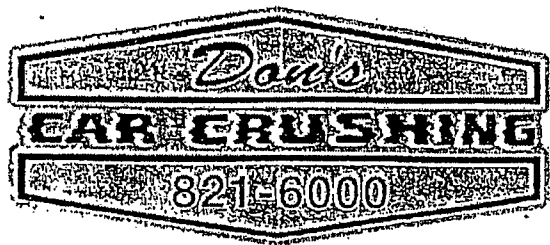
TONY MITCHELL
Hand Print Name(s) of Buyer(s) 843-200-4805

Edward E. Yager 10-26-11
Signature(s) of Seller(s) Date

EDWARD E. YAGER
Hand Print Name(s) of Seller(s)

Return to: South Carolina Department of Motor Vehicles
P.O. Box 1498
Blythewood, S.C. 29016-0024

ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT.
ORIGINALS MUST BE SUBMITTED TO THE DEPARTMENT.



2012 JUL 19 PM 3:48

Cheryl Beckham
CLERK OF COURT
DORCHESTER COUNTY

Don's Car Crushing (Ladson)

Date Order Written
102711

Order Written By
Scott

Stock Number
29251

Parts Car ☐ Scrap Car ☐

Customer Name Ely, Steven Address 217 Cogswell Rd City/State Ladson SC

Customer Phone Number 843-209-6602 Vehicle Year Make/Model 83 Utility van Vehicle Identification Number 1UY VS2483 E49944 01

Tow Vehicle Type Box van Tow Vehicle Tag # 1000 Driver Identification # (S.C. DL) 1000 Driver Contact Number 1000

Missing Parts	Deductions \$
Body Part Hood	\$10.00
Body Part Trunk Lid	\$10.00
Bumper - Front/Cover	\$10.00
Fender all or Any	\$10.00 ea.
Bumper - Rear/Cover	\$10.00
Catalytic Converter	\$25.00
Doors any all	\$15.00 ea.
Alternator	\$5.00
A/C Compressor	\$5.00
Interior Parts	\$10.00 ea.
Engine	\$30.00
Transmission	\$15.00
Rear Differential	\$15.00
Head Lights	\$5.00 ea.
Tail Lights	\$5.00 ea.
Tires and Wheels	\$5.00 ea.
Side Glass	\$5.00 ea.
Windshield F/R	\$10.00 ea.
Excessive Trash	\$25.00

Incoming Inventory

Catalytic Converter Count N/A

Aluminum Wheel Count N/A

If Steel Wheels Check Here N/A

Battery (Circle one) Yes No

Hazardous Materials: Deductions

Tanks ie Propane etc: \$30.00 ea

Spray Paint Cans \$5.00 ea

Oils or Lubricants \$15.00 ea

Solvents \$15.00 ea

Price Paid for Vehicle 20k

Less Deductions (-)

Tow Rate \$ (+)

All In \$ (Total) (=)

20th PCT 4,352.00

BILL OF SALE

For and in consideration of 20th dollars, receipt of which is acknowledged, and the removal of the above described vehicle from my property, I agree to sell and convey all rights, title and interest in the following motor vehicle to Don's Car Crushing, Inc.

I hereby acknowledge to Don's Car Crushing, Inc., that I have the full legal title to the above motor vehicle, and that there are no liens, claims or encumbrances of any kind against the motor vehicle, I agree to indemnify and hold harmless Don's Car Crushing, Inc., its employees and agents from and against all claims, losses and liability, including but not limited to attorney's fees, arising or resulting from any injury or damage received or sustained by myself or others or my property occurring in the process of removing the above motor vehicle from my property. In the event that any action should be brought contesting my legal right to sell the above vehicle, I agree to hold harmless, indemnify and defend Don's Car Crushing, Inc. from any such action.

Signed Scott Witness Scott

Print Name _____

Date 10 25 11 Date 10 27 11

SCDL _____

Ticket Listing

11/4/2011

1:46:55PM

From: 10/1/2011 To: 11/4/2011
 as Reported In: tn

Ticket #	Date	Truck	Cust. ID	Mat'l ID	Quantity		\$/Unit	Revenue			Total
					Net	Units		Mat'l	Tax	Misc.	
57989	10/12/11	RED TRUGENERAL	PUI1UPSTL		15.03		13.50 hw	\$4058.10			\$4058.10
58020	10/12/11	WHT TRUGENERAL	PUI1CARS		10.27		13.50 hw	\$2772.90			\$2772.90
58089	10/13/11	BIG TRUGENERAL	PUI1UPSTL		6.16		13.00 hw	\$1601.60			\$1601.60
58768	10/21/11	SILVER TGENERAL	PUI1SCRAP		0.65		13.00 hw	\$169.00			\$169.00
58768	10/21/11	SILVER TGENERAL	PUI1ELEMTR			1740.00 lb	0.30 lb	\$522.00			\$522.00
58768	10/21/11	SILVER TGENERAL	PUI1ALCL			153.00 lb	0.65 lb	\$99.45			\$99.45
58768	10/21/11	SILVER TGENERAL	PUI1BATT			2.00 EA	6.00 EA	\$12.00			\$12.00
58768	10/21/11	SILVER TGENERAL	PUI1BRASS			95.00 lb	1.60 lb	\$152.00			\$152.00
58768	10/21/11	SILVER TGENERAL	PUI1COBB			175.00 lb	3.10 lb	\$542.50			\$542.50
58768	10/21/11	SILVER TGENERAL	PUI1CO2			450.00 lb	2.50 lb	\$1125.00			\$1125.00
58768	10/21/11	SILVER TGENERAL	PUI1CO1INS			157.00 lb	1.65 lb	\$259.05			\$259.05
58768	10/21/11	SILVER TGENERAL	PUI1ELEMTR			27.00 lb	0.30 lb	\$8.10			\$8.10
59251	10/27/11	WHT TRUGENERAL	PUI1CDRT			21760.00 lb	0.20 lb	\$4352.00			\$4352.00
59362	10/28/11	WHITE TGENERAL	PUI1SCRAP		2.27		14.00 hw	\$635.60			\$635.60
59417	10/29/11	WHITE TGENERAL	PUI1SCRAP		2.01		14.00 hw	\$562.80			\$562.80
59420	10/29/11	WHITE TGENERAL	PUI1CO1			12.00 lb	2.50 lb	\$30.00			\$30.00
59420	10/29/11	WHITE TGENERAL	PUI1CO2INS			10.00 lb	1.30 lb	\$13.00			\$13.00
59420	10/29/11	WHITE TGENERAL	PUI1ALRIM			18.00 EA	0.80 EA	\$14.40			\$14.40
59420	10/29/11	WHITE TGENERAL	PUI1CRADDRT			7.00 lb	0.75 lb	\$5.25			\$5.25
59420	10/29/11	WHITE TGENERAL	PUI1CO2INS			31.00 lb	1.30 lb	\$40.30			\$40.30
59420	10/29/11	WHITE TGENERAL	PUI1CO2INS			96.00 lb	1.30 lb	\$124.80			\$124.80
Ticket Total					54.67			\$2218.25			\$2218.25

STEPHENS JEROME

59242	10/27/11	LN10130 008694543	SCRAP		0.44		13.00 hw	\$114.40			\$114.40
59242	10/27/11	LN10130 008694543	ALCANS			60.00 lb	0.65 lb	\$39.00			\$39.00
Ticket Total					0.44			\$153.40			\$153.40

STEPHENS, JEROME

57737	10/08/11	TAN CHEGENERAL	PUI1CARS		2.57		13.00 hw	\$668.20			\$668.20
57787	10/09/11	LN10130 008694543	SCRAP		0.71		13.50 hw	\$191.70			\$191.70
58023	10/12/11	LN10130 008694543	CARS		2.03		13.00 hw	\$527.80			\$527.80
58398	10/17/11	LN10130 008694543	CARS		1.84		13.00 hw	\$478.40			\$478.40
Ticket Total					7.15			\$1866.10			\$1866.10

STEWART, STONEY

59150	10/26/11	LN10915 008920098	ALCL			10.00 lb	0.55 lb	\$5.50			\$5.50
Ticket Total								\$5.50			\$5.50

STEWART, JAMES

59547	10/31/11	RED PICLGENERAL	PUI1ALDRT			24.00 lb	0.20 lb	\$4.80			\$4.80
59547	10/31/11	RED PICLGENERAL	PUI1WHSESCR			460.00 lb	0.11 lb	\$50.60			\$50.60
59547	10/31/11	RED PICLGENERAL	PUI1WHSESCR			16.00 lb	0.11 lb	\$1.76			\$1.76
Ticket Total								\$57.16			\$57.16

ion's Car Crushing - Ladson
10 Royle Road
Ladson, SC 29456

Ticket No :59251
Date :10/27/11
Phone :(843)821-6000
Fax :(843)871-8262

Customer: GENERAL PUBLIC
TEIN, ELY
General Public

Truck : WHT TRUCK
Location: LDSN Ladson Yard
Container ID

Gross : 0 lb Scale 1 In 2:14 pm
Tare : 0 lb Scale 1 Out 12:00 am

Net : 0 lb
21760.000 lb

Seal ID 0

Veigh Master: GAINEY GAINEY

Driver:

Remarks: Have a great day!!!

Material \$ 4352.00
Delivery \$ 0.00
Misc \$ 0.00
Tax \$ 0.00

Total \$ 4352.00
Received \$ 4352.00
Check # 29419

MATERIAL	QTY	UNIT-\$	DELIVERY-\$	MISC-\$	TAX-\$	TOTAL-\$
ALDRT 21760.000 lb	0.20					4352.00
Aluminum Dirty						
						\$4352.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO. 2012-CP-18-1764

LAWRENCE R. POTTS, CANDACE)
MARIE POTTS and LANETTE)
ZIMMERMAN,)

Plaintiff,)

ANSWER

v.)

EDWARD E. YAGER,)

Defendant.)

The Defendant would Answer the Complaint of the Plaintiffs as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint not hereinafter specifically admitted, qualified, or explain, is denied.
2. With respect to Paragraphs 1 and 2, the Defendant lacks sufficient information to form a belief as to those allegations, and therefore denies the same.
3. Paragraph 3 is admitted.
4. With respect to Paragraph 4, the Defendant lacks sufficient information to form a belief as to those allegations, and therefore denies the same.
5. With respect to Paragraph 5, the Defendant would admit that the trailer was stored on Defendant's property at the address indicated with Defendant's agreement with Plaintiff, Lawrence R. Potts, but would deny the remaining allegations.
6. With respect to Paragraph 6, the Defendant would admit that he had an agreement with the Plaintiff, Lawrence R. Potts, to store the trailer for the sum of Sixty (\$60.00) Dollars per month. The Defendant would also admit that over the years the Plaintiff would sometimes pay in advance and sometimes in arrears. The Defendant would affirmatively allege that the Plaintiff made no payments after November, 2009. The remaining allegations are denied.
7. With respect to Paragraph 7, the Defendant lacks sufficient information to form a belief

- as to those allegations, and therefore denies the same.
8. Paragraph 8 is denied.
 9. With respect to Paragraph 9, the Defendant would admit that the Plaintiffs, Lawrence and Candace Potts, came to the Defendant's business in November, 2011, and that at that time the trailer was no longer located there. The Defendant lacks sufficient information to form a belief as to the remaining allegations of Paragraph 9, and therefore denies the same.
 10. Paragraph 10 is admitted.
 11. Paragraph 11 is denied.
 12. With respect to Paragraph 12, the Defendant lacks sufficient information to form a belief as to those allegations, and therefore denies the same.
 13. Paragraph 13 is denied.
 14. With respect to Paragraph 14, the Defendant would admit that he had the Plaintiff's cell phone number and that on one occasion he had been to the Plaintiff's home at 107 Ramelias Drive, Summerville, SC 29483, but would deny the remaining allegations contained therein.
 15. With respect to Paragraph 15, the Defendant would admit that the Plaintiff would occasionally stop by his business and complain about not being able to pay the Defendant, but would deny the remaining allegations contained therein.
 16. Paragraphs 16, 17, 18, 19 and 20 are denied.

FOR A SECOND DEFENSE

17. Each and every allegation of the First Defense above is repeated herein as fully as if set out verbatim.
18. That at the time the Defendant sold the subject trailer, the Plaintiff, Lawrence Potts, had failed to make any monthly payments after the payment made in November, 2009, and was delinquent in the amount of One Thousand Three Hundred Eighty (\$1380.00) Dollars. The Defendant is informed and believes that such actions by the Plaintiff constituted an abandonment by him of the subject trailer.

FOR A THIRD DEFENSE

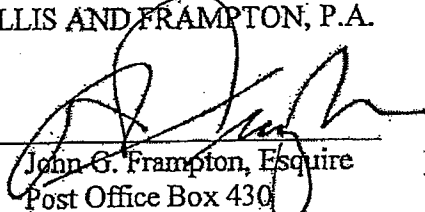
19. Each and every allegation of the First and Second Defenses above are repeated herein as fully as if set out verbatim.

20. That on August 1, 2011, the Defendant notified the Plaintiff, Lawrence Potts, in writing, that as of that date he was twenty (20) months in arrears, and that the sum of One Thousand Two Hundred (\$1200.00) Dollars was past due. He notified the Plaintiff of his default, and that if the delinquency was not corrected, the trailer would be deemed abandoned, and would be sold. Despite written notification by the Defendant to the Plaintiff, the Plaintiff took no steps to remedy the default. The Defendant considered the trailer abandoned, and sold it on October 26, 2011. The failure of the Plaintiff to remedy the default constituted an abandonment by him of the subject trailer.

WHEREFORE, having fully Answered the Complaint of the Plaintiffs, the Defendant would pray that it be dismissed, and for such other and further relief as is proper.

CHELLIS AND FRAMPTON, P.A.

BY:


John G. Frampton, Esquire
Post Office Box 430
Summerville, SC 29484
Phone: (843) 871-7765
Fax: (843) 875-6657
jgf@chellisandframpton.com

Summerville, South Carolina

9/21, 2012
(12-5278)

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

Case No. 2012-CP-18-1764

Lawrence R. Potts, Candace
Marie Potts, and Lanette
Zimmerman,

Appellants,

v.

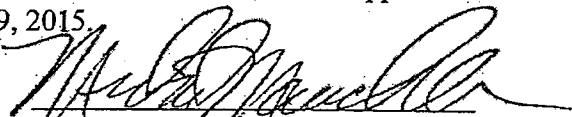
Edward E. Yager,

Respondent.

NOTICE OF APPEAL

Lawrence R. Potts, Candace Marie Potts, and Lanette Zimmerman appeal the judgment of the Honorable Carmen T. Mullen dated June 3, 2015 and filed June 15, 2015. Appellant received written notice of entry of this judgment on June 19, 2015.

July 1, 2015



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1 did he ever make a payment after the time of his
2 default?

3 A No.

4 Q Did you know when that default was?

5 A 2009 was the last payments he made at the
6 end of, I think, November 2009.

7 Q Okay. And then the, uh, the trailer was
8 sold in what year?

9 A 2000 -- the end of 2011.

10 Q Okay. So for almost two years ---

11 A Almost two years.

12 Q --- the trailer payments were not being
13 made?

14 A Correct.

15 Q Would you call every month to remind him?

16 A Every month.

17 Q And --

18 A Either Gene or I. Sometimes -- like I said,
19 sometimes Gene would make the phone calls; but
20 normally, it was me.

21 Q Okay.

22 A Depending on what he had on his desk, he'd
23 get to it, and what I had on mine.

24 Q Okay. Thank you, Ms. Quatterbaum. Answer --

25 THE COURT: Can I ask you a quick

1 question?

2 THE WITNESS: Sure.

3 THE COURT: All Transportation, what type
4 of business did you all run?

5 THE WITNESS: A trucking company.

6 THE COURT: It was a trucking company.
7 Okay. Did you have other people that you rented
8 space to on a monthly basis?

9 THE WITNESS: We did.

10 THE COURT: And when you say it's a
11 trucking company, were there deliveries and
12 loading and unloading there as well?

13 THE WITNESS: No deliveries there.

14 THE COURT: Just simply trucking. Okay.

15 THE WITNESS: Just -- well, trucking --
16 Gene owns a lot and he would let trailers park
17 there.

18 THE COURT: Okay.

19 THE WITNESS: He rented spaces for those --

20 THE COURT: Okay.

21 THE WITNESS: -- for those. That's his
22 business. That's not All Transportation's
23 business; that's his personal business.

24 THE COURT: Okay. Okay. Thank you.

25 MS. HORNE: And I was going to clarify

1 Yager is his own company, All Transportation, \$550?

2 A Right, because we have trucks that park out
3 there.

4 Q Okay. And another client is Carolina
5 Diesel. Is that Mr. Proctor?

6 A Uh, I'm not sure if Carolina Diesel is this
7 Mr. Proctor or his father. I'm not sure. I don't
8 know.

9 Q All right. And actually --

10 A I've never had to call them.

11 Q Mr. Yager, his business, All Transportation
12 paid \$1200 a month to Mr. Yager?

13 A I don't know how that's paid. I just know
14 when the payments were due, if they were late, I'd
15 have to call those people that he told me to call.

16 Q The agreement that we are here about was
17 signed in July of 2006. Does Mr. Potts' name appear
18 in July of 2006?

19 A Would it have been June or July of 2006? I
20 don't know. When was the agreement signed? I don't
21 know when it was signed and when this ledger was --

22 Q I'm with you. I'll represent to you it
23 was --

24 A I can't answer that.

25 Q I'll show you Exhibit Number 1. It was July

1 1st of 2006.

2 A Okay.

3 Q And it was for \$50?

4 A Yes.

5 Q I just want to be clear. Is this a document
6 that you ever saw?

7 A I seen this.

8 Q Okay. So if you flip the page of Exhibit
9 Number 11, the next page ---

10 A Okay.

11 Q --- is the next month. What's at the top of
12 that, August 2006? Do you see Mr. Potts?

13 A That's July.

14 Q The first page was July, the second page
15 is --

16 A This was July 2006.

17 Q The first page. The second page is --

18 A This is July of 2006.

19 Q Okay. What's the next page? August?

20 A No, it says September.

21 Q Okay. So actually, the second page --
22 If I could approach, Your Honor.

23 A Okay.

24 Q See, I'm not trying to trick you. It says
25 August.

1 you see him there?

2 **MR. MAUCHER:** Your Honor, it's not going to
3 be until 2007 in April.

4 **THE WITNESS:** Okay.

5 **THE COURT:** Okay.

6 **BY MR. MAUCHER:**

7 **Q** And Mr. Potts paid how much?

8 **A** \$60.

9 **Q** How much was the agreement for?

10 **A** It was \$50, but rent did go up before. It's
11 gone up twice, I think. I'm not really sure. It's
12 gone up \$5 at the time.

13 **Q** Okay. So the first rent that we see for Mr.
14 Potts is in April -- on Mr. Yager's documents is in
15 April of 2007 and it's \$60 the first month?

16 **A** Uh-huh.

17 **Q** You need to say yes for the Court Reporter,
18 ---

19 **A** Yes.

20 **Q** --- ma'am.

21 **A** Yes.

22 **Q** Are you aware of any other written
23 agreements between Mr. Yager and Mr. Potts increasing
24 the monthly rent from \$50-\$60?

25 **A** He puts a sign on the door where people

1 come in and pay their payments. There is a drop box
2 there that says rent went up. I'm aware of that.

3 Q Are you aware of any other agreements
4 similar to Exhibit Number 1 between Mr. Yager and Mr.
5 Potts?

6 A No, I'm not.

7 Q Okay. So is it your recollection that rent
8 went up \$5 a month? Is that for everybody?

9 A For everybody. Everybody. Everybody's
10 rent went up. I remember the time period when it
11 went up.

12 Q When was that?

13 A I don't remember the exact time but I
14 remember it going up twice that I know of.

15 Q Can you help us out? What year?

16 A No, I can't. I'd be lying if I gave you a
17 year.

18 Q So once Mr. Potts starts paying rent, if we
19 look at May 2007, you are going to see Mr. Potts
20 being how much?

21 A \$60.

22 Q And I represent to you if we look at each
23 and every page, you can flip through them, you are
24 going to see Mr. Potts paying ---

25 A \$60.

1 Q --- \$60 until May 2009. Tell the judge if
2 you see any payments that are more than \$60 that
3 would reflect any increases during that period of
4 time.

5 MS. HORNE: Your Honor, if I might, I need
6 to approach the bench for a moment.

7 THE COURT: Certainly. Come on forward.

8 (WHEREUPON, a bench conference is held off the
9 record.)

10 MR. MAUCHER: All right. Your Honor, we're
11 going to stipulate that Exhibit Number 11, Mr.
12 Yager's document, does appear to show a receipt
13 starting in July.

14 THE COURT: Okay.

15 BY MR. MAUCHER:

16 Q Now, that rent, Ms. Quatterbaum, do we see
17 -- does it ever change other than the \$60?

18 A Yeah, because he paid cash on January.

19 Q Of what year?

20 A 2009.

21 Q January 2000 --

22 A It was cash, \$55.

23 Q Okay. He paid 55 of the 60 that was owed.
24 In February, how much did he pay?

25 A 60.

1 Q March, how much did he pay?

2 A 60.

3 Q April, how much did he pay?

4 A 60.

5 Q May, how much did he pay?

6 A 60.

7 Q And in June 2009, June, July, August,
8 September, October, could you explain to the judge
9 what was going on there in June 2009?

10 A June says cash, \$40.

11 Q Okay.

12 A And cash \$20.

13 Q When was the \$20 paid? To the right of
14 that, what does it say?

15 A It says 5/14/10.

16 Q Does that mean that Mr. Potts paid \$40 on
17 time and the other \$20 was paid 11 months later?

18 A I'm not sure what that means because I
19 didn't write that in the ledger.

20 Q I'm with you. Do you know what 5/14/10
21 means?

22 A I'm going to assume it was the date that it
23 was paid. But I don't know.

24 **THE COURT:** Ms. Quatterbaum, who is the
25 one that makes entries in the ledger?

1 Q Okay. And 20 times 50, what the agreement
2 said, would be \$1000; is that right?

3 A Well, some of them are 55; and some are
4 \$60. It changes.

5 Q There was one payment that Mr. Potts made
6 for \$55.

7 A I don't know without looking at the ledger.

8 Q All right. It speaks for itself. Now, as
9 far as the part of the letter that talks about
10 default, are those your words? Did you come up with
11 that?

12 A I don't know. He basically would tell me
13 what he wanted the letter to say and he would read it
14 before we mailed it out.

15 Q I got you. And did you send it by
16 registered mail?

17 A I would assume by regular mail.

18 Q Did it come back not delivered?

19 A I didn't see it. I never saw it after I
20 mailed it out.

21 Q So to your knowledge, it never came back?

22 A To my knowledge, it never came back.

23 Q Now, of course, you called Mr. Potts and
24 talk to him about this, right?

25 A No, I didn't talk to Mr. Potts about it.

1 Q So Mr. Potts was 20 months in arrears and
2 your testimony was that you would call --

3 A Gene or I called him almost -- well,
4 somebody called him every month.

5 Q Okay. So it is your recollection that you
6 or Gene called every month for 20 months; is that
7 correct?

8 A Somebody did.

9 Q And then Gene Yager, in collaboration with
10 you, came up with this letter on August 1st, 2011
11 giving him eight days to get current or Mr. Yager was
12 going to consider the trailer to be abandoned.

13 A Let me see about how many days because I
14 don't know about how many days. (Reviewing.)

15 Okay. By August 8th, yes.

16 Q Now --

17 A Basically -- basically -- can I say
18 something?

19 Q Sure.

20 A I think he just wanted Mr. Potts to come
21 and make some kind of payment. If he would have made
22 some kind of payment, he would have been okay with
23 that.

24 Q Does that letter say that?

25 A No.

DIRECT EXAMINATION

BY MR. MAUCHER:

Q State your full name for the record please.

A Robert W. Geiger.

Q Sir, do you work for Hughes Motors Incorporated?

A That's correct.

Q Are you the vice president?

A I am.

Q In connection with a gentleman by the name of Lawrence Robert Potts, did you provide him with an estimate of his equipment, 1984 utility trailer, with a certain VIN number?

A I did.

Q And before -- Your Honor, this is Exhibit Number 20. Do you have a copy of this, Mr. Geiger, with you?

A Uh-huh.

Q You do? You can take yours out and look at it. Mr. Geiger, how long have you been involved in the trucking business, the repair of tractors and/or trailers?

A 49 years.

Q Are you familiar with values of commercial tractors and trailers?

1 A He told me it was a refrigerated trailer.

2 Q Okay. And would you have asked him whether
3 or not the refrigeration unit on the trailer was in
4 working condition or not, those would be the type of
5 questions?

6 A Yes. Right.

7 Q And when you interviewed Mr. Potts about
8 his trailer, did he ask for you to come up with a
9 valuation for it?

10 A He asked me if I can write a letter stating
11 based on the information he gave me what the value
12 would be.

13 Q All right. Did you use the NADA commercial
14 trailer blue book?

15 A Well, you have NADA and then you have truck
16 blue book. That is more than likely what I used.

17 Q All right. I'm looking at your letter of
18 September 12th, 2012. It looks like the NADA only
19 went back to 2003. This was 1984 utility trailer.

20 A Correct.

21 Q So based upon that, how did you arrive at
22 the value of Mr. Potts' utility trailer?

23 A I took a percentage of what the 2003 was.

24 Q What percentage?

25 A 32.

1 Q Okay. 32 percent and you came up with a
2 value of \$8006.25?

3 A That's correct.

4 Q Do you believe that that represents -- is
5 it your opinion that it represents a fair market
6 value of Mr. Potts' trailer?

7 A Based on the information that was provided,
8 yes.

9 Q Is this the first time that anyone ever
10 asked you to arrive at such an opinion -- I imagine
11 you deal with insurance companies and things like
12 that all the time.

13 A I'm getting better at not given an opinion;
14 but to answer your question, yes.

15 Q In the past, you had been drug into these
16 legal matters so to speak and offered your opinion as
17 to valuation?

18 A Insurance, divorces, ---

19 Q I'm with you.

20 A --- children mad at the parents. Yes, sir.

21 Q And in those cases, you have been called to
22 court to testify and give your opinion in the past?

23 A Yes.

24 Q Your opinions are based upon on-the-job
25 experience?

1 A Yes.

2 Q How many years?

3 A 49.

4 Q You feel like your 49 years in this
5 business, trucking business qualifies you to give the
6 opinions that you have expressed in the past and the
7 opinion that you have given in this case?

8 A Yes.

9 MR. MAUCHER: Your Honor, we would offer
10 Mr. Geiger as an expert witness based upon his
11 knowledge and field training experience; and we
12 would offer Exhibit Number 20 into evidence as
13 to the valuation of the trailer in the amount of
14 \$8006.25.

15 MS. HORNE: No objection, Your Honor.

16 THE COURT: Okay. Without objection, you
17 want to cross him?

18 MS. HORNE: Sure. Thank you Your Honor.

19 THE COURT: Certainly.

20 **CROSS-EXAMINATION**

21 BY MS. HORNE:

22 Q Mr. Geiger, my name is Jenny Horne. I am
23 the attorney for the plaintiff -- the defendant today
24 Mr. Gene Yager, do you know Mr. Yager?

25 A Yes.

1 **A** Like I said, I tried to find the file
2 because I normally keep something. If I said that it
3 was a 2003, being the oldest one, I could have taken
4 how much it was depreciating per year. I really
5 don't remember exactly how I came up with it.

6 **Q** Okay. Is that how -- let me ask you
7 another question, if Mr. Potts alleges in this
8 lawsuit that this trailer was worth \$18,000, would
9 you agree with his valuation or would you disagree?

10 **A** It would have to be a nice trailer. I
11 wouldn't say that it couldn't be worth that. I never
12 seen the trailer.

13 **Q** Okay.

14 **A** So if he had eight brand-new tires and had
15 aluminum wheels and brand-new refrigeration unit, you
16 might reach that kind of value.

17 **Q** But that would be if it was fully up to DOT
18 specifications and in use and all of those things,
19 correct?

20 **A** Yes.

21 **MS. HORNE:** Your Honor, pardon me just a
22 moment.

23 **THE COURT:** Certainly.

24 (WHEREUPON, there is a pause.)

25 **BY MS. HORNE:**

1 what time frame it was from Ramelias?

2 A I'm going to say 2006, late 2006, early
3 2007.

4 Q If I showed you a document from the
5 Department of Motor Vehicles, October 2007, could it
6 have been that late?

7 A It may have been, sir.

8 Q In connection with moving as a trucking
9 company, are you required to notify your insurance
10 company and things like that, your employee or people
11 that you haul for what your new addresses?

12 A Definitely, yes.

13 Q Did you notify All Transportation Services
14 that you moved from Ramelias to Aleene Drive?

15 A Yes, I did.

16 Q Did the documents between your company and
17 All Transportation Services clearly indicate that you
18 had moved to Aleene Drive?

19 A Yes, sir.

20 Q 1099s, did you receive those from All
21 Transportation Services?

22 A I can't recall. The ones I did were all
23 stored in that trailer.

24 Q I got you. Let's talk about the trailer a
25 little bit. How big was it?

1 A 48-foot by 102 inches, 100 inches on the
2 inside, nine-and-a-half to 10-foot on width and
3 height.

4 Q All right, 48-foot long?

5 A Yes, sir.

6 Q How wide is it?

7 A 102 is the outside dimensions, 100 on the
8 inside.

9 Q All right. 102 inches is a little over
10 eight feet?

11 A Yes, sir.

12 Q How tall is it?

13 A Approximately nine-and-a-half to 10-foot at
14 the rear entrance from top to bottom.

15 Q That's the inside?

16 A Yes, sir.

17 Q What condition was it in?

18 A It was in good condition, as far as good
19 can be. I don't have any pictures or anything. We
20 would move things around and never have to put
21 plywood on the floor because the pallet jacks would
22 catch in between the corrugated floor which is made
23 in the reefer for air ducts to flow.

24 Q You just said reefer. What does that mean?

25 A Refrigerated.

1 Q So this was a refrigerated trailer?

2 A Yes, sir.

3 Q Are they more valuable in your opinion then
4 on refrigerated trailers?

5 A Yes, they are.

6 Q Did the refrigeration unit of your trailer
7 -- tell the court what type of condition it was in.

8 A It was in excellent condition. It had two
9 new compressors in it. It did everything it was
10 supposed to. It would not run without a battery
11 though.

12 Q The battery, is that located outside the
13 trailer itself?

14 A Yes, sir.

15 Q At some point, that was vandalized?

16 A Yes, sir.

17 Q Other than needing a battery for the
18 trailer or refrigeration unit, was it in operating
19 order?

20 A Yes, sir. Thermo King had done the work out
21 of Knoxville.

22 THE COURT: When was it vandalized, sir,
23 and you noticed the battery was no longer there
24 or working?

25 THE WITNESS: I would go by the shop at

1 Q Where did you keep your copy?

2 A When we put everything back in the complete
3 storage in the trailer, it was in the trailer.

4 Q Okay. So as far as Exhibit Number 1, other
5 than your signature, is that handwriting yours?

6 A No, sir, just my signature.

7 Q All right. It says it is an agreement
8 between Edward E. Yager, the owner, and renter,
9 Lawrence Potts, has address 107 Ramelias Drive,
10 Summerville. That was your address at the time?

11 A Yes, it was.

12 Q It has your home and mobile phone?

13 A Yes, it did. Yes, it does.

14 Q Was those your home and mobile phones
15 during the entire time of events that we are here
16 about from 2006 through when the trailer was sold?

17 A The home phone was the same. My cell phone
18 had changed, but we made sure everybody had those to
19 keep in touch with one another.

20 Q So all the way up to close in time when
21 your trailer was sold, were you in contact with Mr.
22 Yager and Ms. Quatterbaum?

23 A Yes, sir, I was.

24 Q Now, this agreement says \$50 per month. Do
25 you know why you are being charged \$60 per month?

1 **A** No, sir, I don't.

2 **Q** As far as there are clauses in this
3 agreement, did you create any of it?

4 **A** No, sir, I didn't. I basically paid what
5 Gene said to pay and go on about my business.

6 **Q** Generally, how did you make your monthly
7 payments?

8 **A** I always paid in cash.

9 **Q** The trailer -- is that the correct VIN
10 number for the trailer that is involved in this
11 matter?

12 **A** Yes, it is.

13 **MR. MAUCHER:** Your Honor, we'd just move
14 Number 1 into evidence.

15 **THE COURT:** All right. I think we already
16 agreed that you moved every one of these
17 exhibits into evidence 1 through 20 without
18 objection so they are all in.

19 **MR. MAUCHER:** Thank you.

20 **BY MR. MAUCHER:**

21 **Q** Mr. Potts, where was your trailer located
22 on this photograph. Can you show the judge?

23 **THE COURT:** Can you show me, Mr. Potts?

24 **THE WITNESS:** It was first parked here and
25 then they moved it and put it back into this

1 A Yes. February 23rd, 2008.

2 Q And what's the address for your company at
3 that time?

4 A 108 Aleene Drive, Summerville, 29485.

5 Q To your knowledge, is this required to be
6 provided to All Transportation for purposes of
7 providing a W-9 to your company for the income that
8 you earned?

9 A Yes, that is often exchanged between
10 carriers and brokers, a packet with all the
11 information and documents.

12 Q Exhibit Number 5, do you recognize that as
13 your South Carolina driver's license?

14 A Yes, sir.

15 Q When was it issued?

16 A 12/29/2008.

17 Q All right. December 29th, 2008 as a
18 professional truck driver hauling loads for All
19 Transportation, were you required to provide a copy
20 of your current valid CDL, commercial driver's
21 license, to All Transportation?

22 A Yes, I was.

23 Q Would you have done so?

24 A Without question, yes.

25 Q Is that required by law?

1 Q Exhibit Number 9, I would like to show you
2 this. That is a letter to you from the South
3 Carolina Department of Motor Vehicles?

4 A Yes, it was.

5 Q What date was it forwarded to you?

6 A 10/26/07.

7 THE COURT: I apologize. This is Exhibit
8 Number 9?

9 MR. MAUCHER: Yes, Your Honor.

10 THE COURT: What date was it forwarded to
11 him? October 25th or 26th of '07?

12 THE WITNESS: Yes. It is either a six or
13 a five. There is a smudge on this. 10/26/07 or
14 10/25/07.

15 BY MR. MAUCHER:

16 Q And the second page of this, is that a
17 certificate of title?

18 A Yes, it is.

19 Q All right. In connection with this
20 lawsuit, did you and your wife lose a lot of your
21 official documents?

22 A Most everything we didn't have in home was
23 stored; text records, business records from way back.

24 Q I guess my question is was this document
25 one of the things that wasn't in the trailer?

1 when it comes to that.

2 **THE COURT:** Okay.

3 **BY MR. MAUCHER:**

4 **Q** Mr. Potts, I will show you Exhibit Number
5 10. In connection with your business, did you pay
6 federal income taxes?

7 **A** Yes, we did.

8 **Q** What is the address of your business and
9 you personally for this?

10 **A** 108 Aleene Drive, Summerville South
11 Carolina, 29485.

12 **Q** These are your taxes for 2009; is that
13 correct?

14 **A** Yes.

15 **Q** Exhibit Number 12, this is a letter from
16 Lawrence Potts -- I'm sorry -- a letter from Edward
17 Yager to Lawrence Potts dated August 1st, 2011. Is
18 addressed to you at 107 Ramelias Drive. Did you ever
19 receive a copy of that letter?

20 **A** No, sir, we never did.

21 **Q** The information that is in this letter, was
22 it ever communicated to you by Ms. Quatterbaum on the
23 telephone?

24 **A** No, sir, it was not.

25 **Q** The information in this letter, was it ever

1 communicated to you by Mr. Yager?

2 A No, sir, it was not.

3 Q You ever seen any proof in connection with
4 this lawsuit that that letter was actually mailed at
5 the time that it says it was mailed?

6 A No, sir.

7 Q If Ms. Quatterbaum or Mr. Yager had
8 communicated the content of this letter, that being
9 you are 20 months behind in your rents, what would
10 you have done?

11 A I would've made sure I had it taken care of
12 it no matter what the circumstances surrounding it.

13 Q You and Mr. Yager had a falling out of
14 sorts. Would that be a fair way to put it?

15 A Yes, sir.

16 Q Did it start as a business disagreement of
17 sorts?

18 A Yes, it did.

19 Q Tell the judge what the business
20 disagreement was.

21 A It was over fuel surcharges being paid to
22 the trucks that were operating, his loads, him
23 receiving it and not passing it over to us.

24 THE COURT: Okay. When did that occur?

25 THE WITNESS: Over a period of years.

1 **THE COURT:** I see you stopped driving for
2 him in 2008; is that correct? That is the last
3 invoice I see for All trucking.

4 **THE WITNESS:** I believe I hauled a load
5 for him after that. But I can't be sure without
6 the documentation. It is just too much between
7 here and there.

8 **BY MR. MAUCHER:**

9 **Q** Mr. Potts, the documents that we have, were
10 those documents you found as far as the records that
11 you and Mrs. Potts have?

12 **A** Yes, it was.

13 **Q** All right.

14 **THE COURT:** Just so I am clear, what I see
15 is the last load that I see as far as the
16 documentation is concerned is October 30th,
17 2008. Is it your contention that the entire
18 time you were working for him, he did not pass
19 on the fuel surcharges; is that --

20 **THE WITNESS:** No, ma'am.

21 **THE COURT:** When did that start?

22 **THE WITNESS:** We argued about the fuel
23 surcharge coming down to us.

24 **THE COURT:** Okay. When?

25 **THE WITNESS:** Probably 2003, 2005, 2006.

1 **THE COURT:** So you have been hauling for
2 him all of that time?

3 **THE WITNESS:** Yes, ma'am.

4 **THE COURT:** Okay. Okay.

5 **BY MR. MAUCHER:**

6 **Q** Mr. Potts?

7 **A** Yes, sir.

8 **Q** Just so I am clear, as far as your
9 relationship with Mr. Yager, as she looks over those
10 tickets, she will see that you picked up a load here
11 and took it to another state, correct?

12 **A** Yes.

13 **Q** In connection with that transport, were you
14 asked by All Transportation to pick up a certain load
15 at a certain place?

16 **A** Yes.

17 **Q** In connection with that, was there a
18 certain amount that you would be paid?

19 **A** Either a mileage rate or a flat rate both
20 came into effect.

21 **Q** Years ago, you recall when the price of gas
22 or diesel fuel spiked?

23 **A** Oh, yes.

24 **Q** When that happened, from your recollection,
25 what did Mr. Yager do to the customers and the people

1 who were paying him on the contract to move their box
2 from point A to point B?

3 **A** I'm positive he charged the customers a
4 fuel surcharge. When we did get it, it was not near
5 what it should have been. That created the argument,
6 the conflict or the falling out.

7 **THE COURT:** We're talking about the time
8 when you were an independent contractor, right?

9 **THE WITNESS:** Yes, ma'am. I was employed
10 by him as an independent contractor and a
11 company driver and a lease operator.

12 **THE COURT:** My question to you though is
13 it would only matter -- he would be paying for
14 the gas any way or someone else would when you
15 were an employee of his; is that correct?

16 **THE WITNESS:** No, ma'am.

17 **THE COURT:** You would actually pay for the
18 gas too?

19 **THE WITNESS:** Yes, ma'am.

20 **THE COURT:** You had your own truck, but
21 you weren't an independent contractor?

22 **THE WITNESS:** I was an independent
23 contractor. We received -- Mr. Yager did a good
24 job on getting us to move the freight.

25 **THE COURT:** Mr. Potts, that wasn't my

1 question. I need to understand the difference
2 between the different roles you played and the
3 different ways you worked for All
4 Transportation. You said you first started
5 working as a what?

6 THE WITNESS: As a company driver.

7 THE COURT: As a company driver. So you
8 were driving your own truck then?

9 THE WITNESS: No, ma'am.

10 THE COURT: You were driving the company
11 truck?

12 THE WITNESS: Yes, ma'am.

13 THE COURT: You would do long or short
14 hauls?

15 THE WITNESS: All.

16 THE COURT: Whatever you could get,
17 correct?

18 THE WITNESS: Correct.

19 THE COURT: Who paid for the gas?

20 THE WITNESS: Gene Yager.

21 THE COURT: That was from what time to
22 what time that you worked as a company driver?

23 THE WITNESS: Mid-90s until 2001, early
24 2000, somewhere like that.

25 THE COURT: Then you change. Then what did

1 you become?

2 **THE WITNESS:** I became an owner operator
3 that leased to him.

4 **THE COURT:** An owner operator that leased
5 to him?

6 **THE WITNESS:** Yes, ma'am.

7 **THE COURT:** In other words, you leased
8 your truck and trailer to the business; is that
9 correct?

10 **THE WITNESS:** Yes, ma'am.

11 **THE COURT:** At that point, were you paid
12 by the haul so you paid your own gas or did
13 Yager or All trucking or whoever it was, who
14 paid for the gas then?

15 **THE WITNESS:** We did, the individual.

16 **THE COURT:** The individual did. So that
17 was part of what you charged for either per mile
18 or a flat rate; is that correct?

19 **THE WITNESS:** Yes, ma'am. Did you
20 become something else after that?

21 **THE WITNESS:** Yes.

22 **THE COURT:** When did that change? You
23 said somewhere around 2001 is when you became an
24 owner operator.

25 **THE WITNESS:** Yes. We got our own

1 Federal Motor Carrier authority in 2000, 2006 or
2 2007.

3 THE COURT: Okay. That's when you became
4 --

5 THE WITNESS: 2006, yes.

6 THE COURT: That's when you became
7 independent contractor strictly, correct?

8 THE WITNESS: Yes, ma'am.

9 THE COURT: So you paid for your own
10 insurance, you paid for all of that, correct?

11 THE WITNESS: Yes, ma'am. Yes, ma'am.

12 THE COURT: Of course, then you also paid
13 for your own gas?

14 THE WITNESS: Yes, ma'am, and we paid
15 for it prior to that. The insurance came out of
16 our settlement sheets. The fuel came out of our
17 settlement sheets as a lease operator.

18 THE COURT: That is as of 2001 when you
19 became an owner operator and leased it back to
20 him?

21 THE WITNESS: Yes, ma'am.

22 THE COURT: Okay. So only as of 2001.

23 That's what I needed to know. Thank you.

24 Go ahead, Mr. Maucher.

25 MR. MAUCHER: Thank you, Your Honor, for

1 clarifying that.

2 **BY MR. MAUCHER:**

3 **Q** Mr. Potts, at some point, did you and Mr.
4 Yager cease being social acquaintances?

5 **A** Basically, around 2008, 2009.

6 **Q** I'm with you. And did you stop hauling for his
7 company about that time?

8 **A** Yes, I did.

9 **Q** In the trucking community, would you bump into
10 people -- let me ask, is the trucking community in the
11 Summerville area all that large in the sense that you
12 bump into common people that you would know?

13 **A** Yes.

14 **Q** Were questions posed to you as to whether or
15 not you were still hauling for All Transportation or Mr.
16 Yager?

17 **A** Yes, when was I coming back to work for All
18 Transportation.

19 **Q** On all of those occasions, what would you tell
20 them?

21 **A** That I was not going to be doing business like
22 that anymore. It is just not worth it to me.

23 **Q** What did you tell people you didn't like about
24 working for All Transportation?

25 **A** The fuel surcharges were not passed on to

1 places they should go, which is the independent
2 contractor, the independent driver operating under his
3 authority or thereon.

4 Q So Mr. Yager was allowed to do that, he just
5 didn't pass it on to the drivers?

6 A Correct.

7 Q You decided to either go out on your own or
8 enter into an arrangement with other carriers?

9 A Correct, yes, sir.

10 Q I got you. Do you believe that your
11 displeasure with Mr. Yager's practices got back to Mr.
12 Yager?

13 A I'm sure it did. I'm sure it did.

14 Q Now, you were many months behind in your rent;
15 is that correct?

16 A Yes, I was.

17 Q Was there a time when you and your wife Candy
18 went to Mr. Yager's business, All Transportation?

19 A Yes.

20 Q Was that in October 2011?

21 A Yes.

22 Q Were you hauling for Mr. Yager at that time?

23 A No, I was not.

24 Q So you received calls from Mr. Yager and Ms.
25 Quatterbaum about being behind. And the day that you went

1 to All Transportation, did you have money with you?

2 A Yes, I did.

3 Q Where was the money?

4 A In a bank envelope in my pocket.

5 Q Do you recall how much money -- was it in cash?

6 A Yes.

7 Q In the past, did you pay your monthly rents in
8 cash?

9 A Yes.

10 Q Had you ever paid your rents late?

11 A Yes, I would be behind due to financial
12 difficulties.

13 Q Was Mr. Yager aware of your financial
14 difficulties?

15 A Yes, he was.

16 Q Did he accept late payments from you?

17 A Yes, he did.

18 Q Mr. Yager's ledger has four or five months of
19 rent paid about a year late, would that be consistent
20 with your recollection of your business dealings with Mr.
21 Yager?

22 A Yes, sir.

23 Q On the occasions when you had conversations
24 with Mr. Yager about being behind or even when he
25 accepted late rent payments, did he ever tell you that he

1 was going to take legal action to get you to sell your
2 trailer for being a default?

3 A No, he did not. In fact, he told me don't
4 worry about it, I know you are good for it, just get
5 caught up.

6 Q All right. Now, on this day in November -- I'm
7 sorry -- October, 2011, when you went to All
8 Transportation, Mr. Yager's place of business, Mrs. Potts
9 was with you?

10 A Yes, she was.

11 Q You had a bunch of cash with you. Do you
12 recall how much?

13 A Approximately \$1200.

14 Q When you went to the business, did you go
15 inside?

16 A Yes, we did.

17 Q Both of you went inside?

18 A Yes.

19 Q When you went inside, who did you see?

20 A Mr. Yager, Gene.

21 Q Where was he?

22 A Right inside the door, first desk.

23 Q Was Ms. Quatterbaum there if you recall?

24 A I don't think I saw her. I saw her son Dustin.
25 I know that for a fact.

1 **A** I said what do you mean you sold it. I was
2 kind of stunned. He said yeah, I sold it. I said, well,
3 what did you do with my stuff, all of our family
4 belongings? He said there was nothing in the trailer.

5 **Q** He told you it was empty?

6 **A** Yes.

7 **Q** Let's talk about what was in the trailer. This
8 48-foot long, eight-and-a-half feet wide, 11 feet tall.
9 What was in it?

10 **A** Personal belongings to me and my family, her
11 family, the kids pictures, high school, grade school,
12 trophies, tools, everything that you would think that you
13 could not put in your home or mobile home that you needed
14 a place to put was in that tractor trailer.

15 **THE COURT:** Was your house on Aleene Drive a
16 mobile home?

17 **THE WITNESS:** Yes, ma'am, it was.

18 **BY MR. MAUCHER:**

19 **Q** Exhibit Number 16A, were those the items that
20 were in your home or in the trailer? I'm sorry.

21 **A** This is a good list that I can think of and
22 make up. Of course, I will never know what all we lost.
23 That is as good a list that I can think of of my stuff,
24 her stuff, kid stuff, clothing, tools, her deceased
25 parents, my deceased dad's, all the stuff that belonged

1 to us was stacked in the back in that trailer.

2 Q On the last pages, there is a mahogany box,
3 it's Exhibit Number 17.

4 A Yes, sir.

5 Q Did that mahogany box have sentimental value?

6 A Yes, my dad got it in 1949 when I was born in
7 Bremerhaven, Germany. It is a cedar lane mahogany box.

8 Q So, your dad was in the military?

9 A Yes, sir, he was a retired Navy chief.

10 Q Bremerhaven, that's a port in Germany?

11 A Yes, sir, a military base.

12 Q To commemorate, I guess, you being born, he got
13 this box?

14 A Yes, sir.

15 Q He gave it to you?

16 A Yes, sir.

17 Q All right.

18 THE COURT: Where is that on that list, Mr.
19 Maucher?

20 MR. MAUCHER: Your Honor, on the first list,
21 it would be page --

22 THE COURT: 16A; is that correct?

23 MR. MAUCHER: It's on Page 8 of 16A. It's
24 about halfway down, one mahogany box, 18 inches by
25 four inches. It says engraved Bremerhaven Germany.

1 **THE COURT:** Okay.

2 **BY MR. MAUCHER:**

3 **Q** It says priceless birth gift?

4 **A** Yes.

5 **Q** All right. You initially thought that was one
6 of your items that was taken?

7 **A** Yes, sir.

8 **Q** Did you eventually find that item?

9 **A** Yes, we had a wooden shed. It was in the
10 cardboard boxes inside one of those boxes in a corner of
11 a woodshed. We found it when we moved from Aleene to the
12 property at 114 Electra Lane.

13 **Q** All right. Exhibit 17, that one item, that was
14 withdrawn as being the trailer?

15 **A** Yes, sir.

16 **Q** Okay. And on Page 8 of Exhibit 16, you had two
17 items with lines drawn through them?

18 **A** Yes, sir.

19 **Q** Tell you what, just look at them first.

20 **THE COURT:** Are you talking about the Kenmore
21 upright freezer?

22 **MR. MAUCHER:** Yes, ma'am.

23 **THE COURT:** And the Kenmore flattop glass
24 stove; is that what we're talking about?

25 **MR. MAUCHER:** Yes, ma'am.

1 **THE COURT:** And then also there appears to be
2 a line through it, BB -- or is that not a line
3 through there?

4 **MR. MAUCHER:** Let me show you what the judge
5 is looking at. Wait.

6 And Your Honor, what was the other item?

7 **THE COURT:** In my copy, it looks like there
8 is a line through this one too. I'll show you. You
9 will see it looks through a line through mine. Is
10 that just from photocopying?

11 **MR. MAUCHER:** I think so.

12 **THE COURT:** Okay.

13 **BY MR. MAUCHER:**

14 **Q** Let's talk about the engine first. It has
15 engine. It has disassembled \$3759. What type engine was
16 it?

17 **A** A small-block Chevy, four-bolt main, big oil
18 galleys.

19 **Q** Go slow. Go slow.

20 **A** It was a small-block Chevrolet motor, four-bolt
21 main, big oil galleys. It is -- they call a race block to
22 build a hot rod engine.

23 **Q** And how long would you have had that?

24 **A** Several years.

25 **Q** How did you come up with that valuation?

1 A The only way I knew the value of it was to go
2 to a Jake's Performance Part catalog and price it out of
3 there.

4 Q What the judge is going to see -- let's explain
5 these two items that have lines through them. Do you
6 know why they have lines through them?

7 A I had duplicated them.

8 Q So that is contained somewhere else on this
9 list?

10 A Yes, sir.

11 Q All right. You just crossed those two off?

12 A Yes, sir.

13 Q And when the court goes through this list, we
14 are going to see some motorcycle parts?

15 A Yes.

16 Q At some point when you are younger, did you
17 ride motorcycles?

18 A Yes.

19 Q Were you a motorcycle enthusiast in that you
20 kept frames and things like that?

21 A Yes, sir.

22 Q What kind of motorcycles?

23 A Harley-Davidsons.

24 Q Are these valuable motorcycles?

25 A Yes, they are. They are American-made.

1 Q It was obviously your motorcycle of choice. And
2 the value that you assigned to these various motorcycle
3 parts, how did you arrive at those values?

4 A I had to go through the catalogs and look up
5 the parts that I can remember and get the best that I
6 could.

7 Q For instance, I recall looking through here
8 that I saw that there was a motorcycle frame. Is that
9 just without an engine, just a frame?

10 A Yes, sir. That is what we call a builders
11 project, one that I had dreams of building for my sons or
12 myself later on in life.

13 Q And --

14 THE COURT: Was the value you put on that?

15 THE WITNESS: Wishbone Rigid. It is called a
16 Panhead frame, \$2034.99.

17 THE COURT: What is that? You say Wishbone?
18 Is that the make of the motorcycle? Isn't that a
19 type?

20 THE WITNESS: No, ma'am, the front where
21 your forks come down, there is a neck with the
22 barons that hold each end of the fork in. The frame
23 comes back to stay here. --

24 THE COURT: My question is, is there a
25 manufacturer to that motorcycle?

1 **THE WITNESS:** Yes, ma'am.

2 **THE COURT:** Who's the manufacturer?

3 **THE WITNESS:** It would be Paughco or Jammer.

4 **THE COURT:** Paughco or Jammer?

5 **THE WITNESS:** Yes, ma'am.

6 **THE COURT:** Okay.

7 **THE WITNESS:** The Wishbone terminology comes
8 from the spreading of the frame for more support and
9 strength.

10 **BY MR. MAUCHER:**

11 **Q** And --

12 **THE COURT:** Can I -- can I ask him a
13 question?

14 **MR. MAUCHER:** Absolutely, Your Honor.

15 **THE COURT:** Is it your testimony that you put
16 all of these things in this trailer when you moved
17 from your Ramelias address to the Aleene address?

18 **THE WITNESS:** No, ma'am.

19 **THE COURT:** When did you do it?

20 **THE WITNESS:** Those things were in that
21 trailer -- not that particular trailer. There were
22 three trailers involved in the scenario, Judge.

23 **THE COURT:** Okay. My question becomes this,
24 we are only talking about one specific trailer on
25 Mr. Yager's property?

1 didn't use his dry van. Sometimes some loads would have
2 to be hauled in the dry van because of the weight
3 variance between a dry van and a reefer. You can't
4 haul as much freight in a reefer as you can in a dry
5 van.

6 Q I got to be real honest. That didn't make
7 any sense whatsoever to me, so I'm going to try to
8 back up.

9 A Yes, ma'am. Yes, sir. I'm sorry.

10 Q Did you just say "yes ma'am"?

11 A I tripped up. Yes, sir.

12 Q Take a sip of water if you would please.

13 When this agreement first starts and you take the
14 trailer to All Transportation, Mr. Yager's place of
15 business, is it completely full, is it partially full
16 or is it completely empty?

17 A It was about half full.

18 Q There we go. So you are living at Ramelias
19 Drive and this trailer is about half full, those are
20 your possessions and your daughter's possessions?

21 A My wife's, my daughter's and some of my
22 son's possessions.

23 Q All right. And those possessions are
24 accumulated over a period of how many years?

25 A Probably -- we brought them back up out of

1 Florida when we moved down there. So it's probably a
2 good 35 or more years of accumulation.

3 Q So for many years, it's not unusual for you
4 to store personal possessions in various trailers?

5 A Correct. It's cheaper than a storage shed.
6 If I'm not using it, it's an easy way out.

7 Q I'm with you. You own it. You and Candy own
8 it. So you get to the point where this particular
9 trailer is stored at Mr. Yager's place, correct?

10 A Yes, sir.

11 Q And it's about half full of your items,
12 your belongings that you testified to, correct?

13 A Yes, sir.

14 Q And when you moved from Ramelias to Aleene
15 Drive, to your knowledge, does the trailer get filled
16 up?

17 A Yes, it did.

18 Q And whose stuff does it get filled up with?

19 A Mine, my wife's and my daughter's. She was
20 out here temporarily to visit some friends and family
21 and then went back to Colorado.

22 Q So she was living with you at Ramelias?

23 A Yes, and then she rented her own place but
24 she made arrangements to go back.

25 Q So when you -- I just want to know when you

1 leave Ramelias and you put your belongings in the
2 trailer, did you put Ms. Zimmerman's belongings in
3 there?

4 A Yes, I did.

5 Q There we go. And that was in, you believe,
6 October of 2007?

7 A Yes, sir.

8 Q And --

9 THE COURT: Mr. Potts, let me interrupt
10 you really quickly. I am not familiar with the
11 area of Summerville that you lived in.
12 Obviously, you had a trailer or were living in a
13 trailer. Did someone permit you to have a
14 trailer on the property?

15 THE WITNESS: No, ma'am. Pine Hill Acres
16 -- we bought property through Cypress
17 Investments. They defaulted and we lost 25
18 grand. We couldn't put the trailer on the
19 property. I couldn't carry my trailer on. The
20 availability of leasing the spot from Gene --

21 THE COURT: When you're talking about Pine
22 Hill though, is Pine Hill -- which address is
23 that? You told me you were renting.

24 THE WITNESS: Yes, 107 Ramelias. We were
25 not renting that. We bought that through Cypress

1 Investments.

2 THE COURT: So 107 Ramelias, that's in
3 Pine Hill?

4 THE WITNESS: Yes, ma'am.

5 THE COURT: Okay. And you could not have a
6 trailer there. You said you could take your
7 tracker home, but you couldn't have a trailer
8 there.

9 THE WITNESS: Yes, ma'am.

10 THE COURT: What about when you moved to
11 Aleene?

12 THE WITNESS: Same situation. I could not
13 have my trailer there. I couldn't bring my
14 trailer home.

15 THE COURT: Is that -- is there a
16 subdivision where Aleene was?

17 THE WITNESS: It's a mobile home
18 community.

19 THE COURT: Okay. Okay. Okay. Thank you.

20 THE WITNESS: Yes, ma'am.

21 BY MR. MAUCHER:

22 Q Mr. Potts, when you go to All
23 Transportation and talk to Mr. Yager in October of
24 2011 and he tells you that he sold your trailer, did
25 he provide you with any documentation to selling your

1 trailer?

2 A Yes, he did. I asked him who he sold it to.
3 He told me -- it took him a minute to get it, but he
4 got it and gave it to me.

5 Q That's marked as what exhibit?

6 A Exhibit 18.

7 Q Okay. And this is a bill of sale from Yager
8 to Tony Mitchell; is that correct?

9 A Yes, sir.

10 Q Dated October 26th?

11 A 2011.

12 Q There we go. Did Mr. Yager own that trailer
13 at that time?

14 A No, sir.

15 Q Who owned that trailer?

16 A Myself and my wife.

17 Q Is that the same trailer that is the
18 subject to the lease between you and Mr. Yager?

19 A Yes, it is.

20 Q And this document indicates Mr. Yager sold
21 it for \$1000?

22 A Yes, sir.

23 Q Okay, and to a Tony Mitchell. Do you know
24 Tony Mitchell?

25 A No, sir.

1 of my assistant. So Exhibit Number 13, that's what
2 Mr. Yager gave you?

3 A Yes, sir.

4 Q And did -- what was your emotion as you
5 were speaking to Mr. Yager and he gave you this
6 document and you learned that your trailer and all
7 its contents were sold for \$1000?

8 A I was pretty -- I was basically in shock.

9 Q And did Mr. Yager tell you how he came up
10 with the sale price of \$1000?

11 A No, sir.

12 Q And Mr. Yager told you that it was empty?

13 A Yes, sir.

14 Q Now, did you and Candy leave Mr. Yager's
15 business?

16 A I asked him who did you sell my trailer to,
17 Gene.

18 Q That's right on the document, right?

19 A Yes, he gave me a copy with a guy's number.
20 I had to leave. She was upset; I was upset. I got
21 outside the door and I called the man on that phone
22 number. He answered the phone. I told him that he had
23 had my trailer, that it had been stolen, sold to him
24 and I'm going to Berkeley county to make a police
25 report. He hung the phone up on me.

1 Q Exhibit Number 15, this is an official
2 document. Did you report your trailer and its
3 contents as stolen?

4 A Yes, I did.

5 Q In connection with -- why did you have to
6 go to Berkeley county?

7 A The business is located in Berkeley county
8 instead of Dorchester county.

9 Q I'm with you. So when you went to Berkeley
10 county, were you instructed to make a list of the
11 items?

12 A Yes, they instructed me to make a list,
13 file a report and then they would give me a case
14 number for it.

15 Q All right. And Exhibit Number 16A, is that
16 the list that you created for the authorities?

17 A Yes, sir.

18 Q And did the authorities ask you to place
19 valuations on everything?

20 A Yes, they did, to the best of my ability.

21 Q And is that the case number on the top of
22 that document?

23 A Yes, sir. 201111047665.

24 Q Now, after you were there -- let me back
25 up. Exhibit 16B, Lanette Zimmerman, that's your

1 all really didn't happen.

2 Q You checked flea markets?

3 A Yes, sir.

4 Q Did you drive around the state looking for
5 your trailer or your possessions?

6 A The tri-county area.

7 Q All right. And of course, you had the
8 vehicle identification number of your trailer, right?

9 A Yes, sir.

10 Q Exhibit Number 14, did you contact Don's
11 Car Crushing?

12 A Yes, sir.

13 Q And that document that you have there, is
14 that a document that they gave you?

15 A Yes, sir. It is.

16 Q And did you learn that your trailer was
17 sold by an Eli Stein to Don's Car Crushing the day
18 after Mr. Yager apparently sold it to Tony Mitchell?

19 A Yes, sir. The same day we went to get it
20 out, we went to pay the money and move the trailer to
21 another location so I wouldn't have to deal with me
22 owing him any more money, the location was offered. I
23 just -- I asked him what right did you have to sell
24 my trailer.

25 Q Yeah, we already covered that. This issue

1 is when you get to Don's Car Crushing, you find out
2 that your trailer is already scrapped?

3 A Yes, sir.

4 Q It was no longer in existence?

5 A Yes, sir.

6 Q Was Eli Stein the owner of that trailer to
7 your knowledge?

8 A I don't know who he is, sir.

9 Q All right. Has anybody ever told you who
10 Eli Stein is?

11 A No, sir.

12 Q And as far as what Don's Car Crushing
13 provided you, did you note that this gentleman, Eli
14 Stein, there's no South Carolina driver's license or
15 no identifying information?

16 A No, sir. I didn't know that -- I didn't
17 know that you could take something that big and take
18 it to a place and tell them that you want it in
19 exchange it for cash.

20 Q That's what was done?

21 A Yes, sir.

22 Q Without any document of who the person was?

23 A That's all. A bill of sale and the
24 transaction was done and that was it.

25 Q So there's a telephone number on this

1 document. Did you try to call that number for Eli
2 Stein?

3 A Yes, sir, but never got an answer.

4 Q Okay. So the day after Mr. Yager allegedly
5 sold it for \$1000, Mr. Stein sold it to Don's Car
6 Crushing for \$4352?

7 A Yes, sir.

8 Q And this is your trailer; is that correct?

9 A Yes, sir. It is mine and my wife's.

10 Q Okay. And it has the correct vehicle
11 identification number?

12 A Yes, sir.

13 Q Now, one of the documents that the defense
14 provided us is marked Exhibit Number 18 that comes
15 from Mr. Yager and his attorneys. And there is a
16 sticky on there that says Eli Stein. Do you know
17 anything about that?

18 A No, sir.

19 Q I'll ask Mr. Yager about that. So the list
20 is for Lanette Zimmerman; is that accurate?

21 A As well as I can recall, yes, sir.

22 Q All right. As far as valuations on your
23 list, it has, uh, tool boxes. It says roll away Snap-
24 on with tools, \$58,000. That seems like a lot of
25 money.

1 A It is a lot of money.

2 Q How do you come up with that, those kind of
3 numbers?

4 A You can ask any tool guy or go online,
5 you'll come up with tools. They even go further. They
6 don't have to all be Snap-on tools either.

7 Q Well, for you to come up with that figure,
8 did you actually have to go to the books and look
9 these things up?

10 A Yes, sir.

11 Q All right. This says a Vernier caliper set.
12 What's a calliper set?

13 A I used to do machine work early on in my
14 life. I cut metal, measured metal, take away, grind
15 out, add to and cut back again and you get your
16 correct dimensions by the Vernier calipers.

17 Q Here is an aluminum ramp, 40 by 20. How do
18 you come up with the value for that?

19 A I just went to a footage of a ramp and
20 multiplied it by the footage because you have to have
21 another ramp like that special made.

22 Q All right. So the items that were placed in
23 the trailer, did you have to use that ramp?

24 A Yes, sir.

25 Q That ramp, is it stowed in the trailer?

1 **A** I would put it inside the back door
2 lengthways on top of the side.

3 **Q** I'm looking at some of the big ticket items
4 here. Chain saws, did you have chain saws in there?

5 **A** Yes, sir.

6 **THE COURT:** Tell me about the rings.

7 **MR. MAUCHER:** Judge, what page are you on?

8 **THE COURT:** Engagement rings. I have no
9 idea. You didn't number the pages.

10 **MR. MAUCHER:** Upper left. It may had been
11 stapled there.

12 **THE COURT:** Number 7. I've got an
13 engagement ring, 14 carat, yellow gold for
14 \$2199, one carat diamond ring guard for
15 engagement ring, 14 carat yellow gold, \$1,159,
16 carat diamond cluster swirl band.

17 **MR. MAUCHER:** Your Honor --

18 **THE WITNESS:** Yes, ma'am.

19 **THE COURT:** Who did those belong to?

20 **THE WITNESS:** To my wife Candy.

21 **THE COURT:** Okay. It goes on, there's more
22 jewelry in there. Aquamarine bridge ring with
23 diamond access?

24 **THE WITNESS:** Yes, ma'am.

25 **THE COURT:** Two-tone gold heart teardrop

1 earrings, 14 carats; is that correct?

2 THE WITNESS: Yes, ma'am.

3 THE COURT: And two-tone gold dangling
4 vintage bead earrings.

5 THE WITNESS: Yes, ma'am.

6 THE COURT: Those belong to your wife?

7 THE WITNESS: Yes, ma'am.

8 THE COURT: Okay.

9 THE WITNESS: As you go through and talk
10 about jewelry, I can't remember everything, Your
11 Honor. But at the Indian reservations out west
12 in Arizona, Oklahoma, Colorado, Utah, Idaho, I
13 would pick up sterling silver jewelry with the
14 red coral. All of those were packed and stacked
15 in boxes and hid away so if anybody was trying
16 to -- they wouldn't see them unless they really
17 went through them and dug them out.

18 THE COURT: Okay.

19 BY MR. MAUCHER:

20 Q Mr. Potts, your trailer was sold on October
21 26th, 2011. It was crushed on October 27th, 2011, the
22 next day. It's your testimony that it was full of all
23 these items that are on the exhibits that we
24 submitted to the court. Do you find that difficult to
25 believe that all those items could be taken out?

1 **A** I still don't believe it. They are
2 somewhere. I don't know where.

3 **Q** Here's a Primo belt drive conversion old
4 style for \$2988.99. What's that?

5 **A** That's to do with a motorcycle, secondary
6 drive coming out of the primary drive to the
7 transmission.

8 **Q** All right. And how did you arrive at that
9 valuation?

10 **A** I had to go to the motorcycle performance
11 books and look it up.

12 **Q** Mousetrap booster assembly kits, two each.
13 Are those motorcycle-related?

14 **A** Yes, sir. They are the old head style back
15 in the 50s and 60s.

16 **Q** RevTech Close-Ratio 4-speed Kick-Start
17 trannies, two each?

18 **A** Yes, sir. One is shell head and one is
19 panhead.

20 **Q** Those are Harley-Davidsons?

21 **A** Yes, sir. I'm sorry. Harley-Davidsons.

22 **Q** Scully ostrich trim leather blazer. What's
23 that?

24 **A** That's a coat, outer jacket. It's kind of
25 like the Australian Outback jacket but not quite as

1 long.

2 **THE COURT:** Where did you buy that? On a
3 reservation?

4 **THE WITNESS:** Dandale's in Wichita,
5 Kansas.

6 **THE COURT:** Dandale's? What is that?

7 **THE WITNESS:** That's a western store..
8 Dandale's in Wichita, Kansas.

9 **THE COURT:** Okay.

10 **BY MR. MAUCHER:**

11 **Q** Did you and your wife have your clothing in
12 your storage?

13 **A** Yes, sir.

14 **Q** Was that all lost?

15 **A** All of it.

16 **Q** It says family pictures from birth through
17 high school.

18 **A** Yes, for the kids, for her parents, her
19 grade school pictures, high school pictures.

20 **Q** Tell Judge Mullen what affect that's had on
21 Candy.

22 **A** I couldn't believe that one man had that
23 much power to take our lives and rip it to pieces.
24 Excuse me.

25 **Q** Does she cry?

1 **THE COURT:** Let's do this. Let's go ahead
2 and take about a 10-minute break. Let me talk to
3 the attorneys just about scheduling during the
4 break.

5 Mr. Potts, you are welcome to step down,
6 sir. Just don't talk about your testimony. But
7 go ahead -- you're fine -- go refresh yourselves
8 for a few moments, okay?

9 **(WHEREUPON, a recess is taken.)**

10 **THE COURT:** Thank y'all. Please be seated.
11 Come on back up, Mr. Potts.

12 All right. I think the plan right now is
13 Mr. Maucher is going to finish up his direct
14 with Mr. Potts. Then we'll break for lunch. Then
15 we'll come back and start cross-examination. All
16 right.

17 **MR. MAUCHER:** Thank you, Your Honor. Just a
18 few questions.

19 **THE COURT:** Yes, sir.

20 **BY MR. MAUCHER:**

21 **Q** Mr. Potts, the Exhibit 16A, the last item
22 on it has value of trailer with reefer unit, 18,000?

23 **A** Yes, sir.

24 **Q** And when you initially -- this is in
25 connection with the list you provided?

1 A Yes.

2 Q And when you filed the law suit, on
3 paragraph 13, did you indicate that the value of your
4 vehicle was 18,000? When I say vehicle, your
5 trailer?

6 A Yes, sir.

7 Q All right. After the law suit was filed,
8 did you obtain an estimate of the fair value of your
9 trailer from -- what is it, Hughes Motors?

10 A Yes, sir.

11 Q And in connection with that, did he
12 question you?

13 A Yes, he did.

14 Q Okay. I got you. Did he ask you about the
15 condition of the trailer?

16 A Yes, he did.

17 Q He ultimately came up with \$8,006.25?

18 A Yes, sir.

19 Q Is that the value that you are asking this
20 court to award you for the trailer?

21 A Yes, sir.

22 MR. MAUCHER: Now, Your Honor, as a matter
23 of housekeeping, if I can approach?

24 THE COURT: Yes.

25 MR. MAUCHER: The list, the exhibit list as

1 wife Candace, Candy, of losing these items, these
2 personal items that you accumulated over a lifetime?

3 A I can't feel for her heart, but I can tell
4 you it's been broken. It's destroyed her heart.

5 Q Tell the -- tell the judge exactly what you
6 have observed, any changes in her demeanor as far as
7 with reference to this lawsuit.

8 A We'll go to do something, Your Honor, like
9 get dressed and go out to eat or something. She'll
10 want to get some of her boots or her dresses or
11 things that she used to have that are no longer
12 there.

13 Q For instance, today, uh, her nice dresses
14 and things like that, do you have them?

15 A They're all gone.

16 Q How about you as far as your nice dress up,
17 go to church kind of clothes?

18 A They're all gone. They are all in suit bags
19 and hanging in the truck or either laid over on top
20 of something else.

21 Q When you were at Ramelias, you were buying
22 that property?

23 A Yes, sir.

24 Q And you mentioned something about this to
25 Her Honor. Did you find out that somehow somebody had

1 defrauded you with that purchase?

2 A Yes, they had. We bought the place in
3 Summerville through Cypress Investments. A gentleman
4 named Tommy Rogers, he sold us the property, the
5 mobile home. The land was supposed to come through Ed
6 Childers who is in Walterboro. We gave them so many
7 thousands down and we paid payments for a total of
8 three years.

9 We were supposed to get the title. And
10 getting toward the end of the third year, I wanted to
11 insure our belongings in case a hurricane came or hit
12 or destroyed what we had. We called our insurance
13 company, which at the time, I think, was Geico. They
14 told us where to look for numbers so we could insure
15 it. They couldn't insure it without it being a wind
16 zone X, Y, Z. We looked. We couldn't find it. We
17 couldn't find any of the numbers.

18 We went to the Summerville Zoning and
19 Planning and pulled the permits. It wasn't even the
20 same kind of mobile home that was in there. We came
21 to court in the Dorchester courthouse down in
22 Summerville. Mr. Rogers and I went to court. The
23 magistrate that handled the case said we had to go to
24 Master of Equity to recoup anything. Another \$5000 to
25 do that. So we just washed it and got our stuff and

1 said you can have it, we're done. We just washed it,
2 got our stuff and said you can have it, we're done.
3 We're not going to put any more money in it.

4 Your Honor, that's what happened there.
5 That's how we wound up on Mr. Black's property on
6 Aleene Drive.

7 Q So those are the circumstances of you going
8 from Ramelias to Aleene Drive?

9 A Yes, sir.

10 Q When you went to Aleene Drive, was that a
11 furnished or unfurnished house?

12 A It was partially furnished.

13 Q All right. That would explain why your
14 belongings were filled -- that the back of the
15 trailer was filled up with your belongings?

16 A Yes. Yes, sir.

17 Q What impact has it had on you as far as --
18 instead of just the monetary value of the lost, what
19 impact has it had on you personally what's happened
20 to you, this whole series of events?

21 A Mr. Maucher, I can't really tell you how I
22 feel in my heart. I'd probably get thrown out of
23 court.

24 Q It's a bit upsetting?

25 A Yes.

1 Q Let's make it appropriate for the court.

2 A Yes.

3 Q It has been upsetting to you?

4 A Yes, and I would like to add my enemies
5 would not treat me the way Mr. Yager's treated me,
6 whom I one time classified a dear friend.

7 Q Have you come across things you wanted to
8 use or things you wanted to do and you thought to
9 yourself, I can't do that. It was in the trailer?

10 A Every time I try to do a project now on the
11 property we own where we live, I think of something
12 while in the mobile home doing electrical work,
13 trying to do carpenter work, all of my favorite tools
14 that I had in my life passed down to me from my dad
15 who was an electrician. I'm not licensed, but I can
16 add and subtract and use the -- it kills me. I'll be
17 65 in December. I've worked my whole life and I don't
18 see any end in sight to try to have and do and
19 rebuild, but I'm not going to give up.

20 Q Can you replace some of those memories and
21 things that were there?

22 A Never.

23 Q Kids pictures?

24 A Never.

25 Q Wedding pictures?

1 **A** Never.

2 **Q** You and Candy, how long have you been
3 married?

4 **A** 44 years.

5 **Q** So if you wanted to go back and look at
6 those pictures, you can't?

7 **A** Never.

8 **MR. MAUCHER:** I don't have any other
9 questions. Thank you.

10 **THE COURT:** Okay. Let's go ahead and break
11 for lunch right now. By the clock back there, it
12 is roughly 1:20; is that correct? Is that pretty
13 good? I didn't wear a watch today. If everyone
14 will be back at 2:20, we're going to take an
15 hour but let's be on time when we get back.
16 Okay. We're going to take an hour for break and
17 we'll move along and see how far we get. Okay.

18 **MR. MAUCHER:** Thank you.

19 **THE COURT:** Okay. Thank you. I appreciate
20 it.

21 You can step down, Mr. Potts. Okay.

22 **(WHEREUPON, a lunch recess is taken.)**

23 **THE COURT:** All right. Mr. Potts, you
24 ready to go, sir?

25 **THE WITNESS:** Yes, ma'am.

1 **A** Never.

2 **Q** You and Candy, how long have you been
3 married?

4 **A** 44 years.

5 **Q** So if you wanted to go back and look at
6 those pictures, you can't?

7 **A** Never.

8 **MR. MAUCHER:** I don't have any other
9 questions. Thank you.

10 **THE COURT:** Okay. Let's go ahead and break
11 for lunch right now. By the clock back there, it
12 is roughly 1:20; is that correct? Is that pretty
13 good? I didn't wear a watch today. If everyone
14 will be back at 2:20, we're going to take an
15 hour but let's be on time when we get back.
16 Okay. We're going to take an hour for break and
17 we'll move along and see how far we get. Okay.

18 **MR. MAUCHER:** Thank you.

19 **THE COURT:** Okay. Thank you. I appreciate
20 it.

21 You can step down, Mr. Potts. Okay.

22 (WHEREUPON, a lunch recess is taken.)

23 **THE COURT:** All right. Mr. Potts, you
24 ready to go, sir?

25 **THE WITNESS:** Yes, ma'am.

1 moved?

2 A Yes, I notified them also.

3 Q And you changed your driver's license?

4 A Yes, ma'am.

5 Q Okay. And, uh, you were -- you have this
6 document I believe you testified?

7 A Yes, ma'am. We did have a copy of that.

8 Q You received a copy of that?

9 A Yes, ma'am.

10 Q And why didn't you let Mr. Yager know that
11 for purposes of the rental agreement that you had
12 changed your address?

13 A They all knew I changed my address.
14 Everybody in that company that worked there all knew
15 that I was having some problem with my place over
16 there on Ramelias Drive and we had to leave and get
17 another place to live. Nobody at the time, I don't
18 think, was thinking to say, hey, you better update
19 this contract or you are in default. I wish that were
20 the case.

21 Q Okay. Now, you see on paragraph 8, it says
22 default, correct?

23 A Yes, ma'am.

24 Q And it talks about providing seven days
25 written notice ---

1 A No, ma'am. Not a bit.

2 Q Why not?

3 A Because of our friendship and business
4 relationship over the past.

5 Q Okay. But you testified earlier that you
6 had some kind of falling out with him in --

7 A 2008, 2009, somewhere in that neighborhood.

8 Q Okay. And you were in default in 2011?

9 A Yes, ma'am.

10 Q And you had been in default for nearly two
11 years, correct?

12 A No, ma'am. That's not correct. I was not in
13 default for two years. If they say they didn't see me
14 over there for two years or talked to me or I didn't
15 make a payment in two years, then something is bad
16 wrong.

17 Q Is it your testimony today that you
18 actually paid your rent for all of those 20 months?

19 A Not for all of them, no, ma'am.

20 Q Okay. When was -- what -- when you don't
21 pay rent, according to the agreement, would you agree
22 with me that that's a default under the terms of this
23 contract?

24 A According to this paper, I have to say it
25 is a default. That never was brought up to me that,

1 hey, you got to come sign this or we're going to sell
2 your goods. That never was told to me at any point in
3 time other than what's stated in this paper. I didn't
4 make the thing up. I didn't know -- when Gene says
5 sign something and you're carrying a load or doing
6 work for his company, his business, you go on and get
7 it done and go about your business.

8 Q But this is about your -- this is not about
9 your business, this is about your personal items,
10 personal effects?

11 A Yes, ma'am, our personal property. Yes,
12 ma'am, it is.

13 Q Don't you think it would have been a good
14 idea to let Mr. Yager know that you had moved so that
15 your items were not removed from the facility?

16 A Ma'am, they knew I had moved.

17 Q And how -- did you tell them that you
18 moved?

19 A Yes.

20 Q Who did you tell?

21 A I told Gene, I told everybody in the front
22 office.

23 Q When did you tell Gene you moved?

24 A Shortly around the time we were going to
25 court and trying to get ownership or what we could do

1 today that you had \$50,000 worth of property, worth
2 of tools in your trailer?

3 A Probably more than that.

4 Q You think you had more than 50,000?

5 A Yes, ma'am. There were tool boxes, there
6 were tools, there were precision instruments, motor
7 parts, pieces and parts from a lifetime of collection
8 and habit.

9 Q Did you have these items insured?

10 A No, ma'am, I did not.

11 Q I believe your testimony earlier was that
12 you went to the police department upon learning that
13 your trailer have been salvaged?

14 A Had been scrapped and crushed, yes, ma'am.
15 I went to Moncks Corner to the Berkeley County
16 Sheriff's Office.

17 Q Okay. You did that immediately?

18 A It wasn't immediately. This happened. It
19 wasn't immediately.

20 Q Okay. Okay. It says on here on 11/1/2011.
21 Do you know when it was that you learned that your
22 trailer had been sold?

23 A It was Friday. I believe it was October
24 27th. The date, I don't have the date here with me.
25 I believe it was Friday, October the 27th.

1 Did you take this to the police department?

2 A Yes, ma'am. They told me when I got
3 through with it, bring it back up there as submitted
4 and they would give me a case number.

5 Q Okay. So, you had from November 1, 2011
6 until May 16, 2012 to create what we marked as
7 Plaintiff's Exhibit Number 16A?

8 A Yes, ma'am, to the best of my ability and
9 knowledge and memory.

10 Q Of course, you didn't have to swear
11 anything in this list with the police department or
12 anything like that? You didn't have to sign anything
13 saying that you were putting this in under penalty of
14 perjury, correct?

15 A No, ma'am, but I will be glad to if you
16 want me to.

17 Q Is your testimony here under oath today
18 that that list of materials was in the trailer at
19 least the last time you were in it in April 2009?

20 A To the best of my knowledge, yes, ma'am.

21 Q Okay.

22 MS. HORNE: Give me a few minutes, Your
23 Honor.

24 THE COURT: Okay.

25 (WHEREUPON, there is a pause.)

1 **MS. HORNE:** Thank you, Your Honor. I have
2 no further questions from Mr. Potts.

3 **THE COURT:** Anything further, Mr. Maucher,
4 with him?

5 **MR. MAUCHER:** Your Honor, just five quick
6 questions.

7 **THE COURT:** Certainly.

8 **REDIRECT EXAMINATION**

9 **BY MR. MAUCHER:**

10 **Q** First, I want to retrieve the exhibits from
11 Mr. Potts if I could. Mr. Potts, when you moved from
12 Ramelias to Aleene Drive, is your testimony that
13 everyone at All Transportation was aware of the
14 circumstances?

15 **A** As far as I know, yes, sir.

16 **Q** Do you have specific recollection of making
17 Mr. Yager aware of that?

18 **A** Yes, I do.

19 **Q** So when Ms. Horne just asked you about when
20 you removed items from Ramelias to Aleene, when you
21 went to All Transportation and learned of items in
22 your trailer at that time, did you check in with Mr.
23 Yager?

24 **A** Yes, I asked for more time off if we were
25 going to do any runs, I really needed help. He said

1 the main thing is to get the freight moved for me and
2 for him for his business, to take care of that and
3 let your wife and kids handle the rest.

4 Q In addition to all the official documents
5 that you gave to Mr. Yager's business clearly
6 indicated that you lived that Aleene Drive, you also
7 told Mr. Yager?

8 A Yes, sir.

9 Q On your birthday, when your driver's
10 license was renewed, is it your testimony you would
11 have provided that to All Transportation also?

12 A Yes, sir. They knew I moved anyway.

13 Q I understand that. But to your knowledge,
14 were they required to have a copy of your driver's
15 license?

16 A Yes, they were.

17 Q That clearly, in December 2008, showed you
18 move to Aleene Drive?

19 A Yes, sir.

20 Q When your trailer was sitting as a storage
21 unit, did it leak?

22 A The only thing I can recall leaking there,
23 sir, was the back door seal. That is why I acquired
24 a trailer when Brian couldn't haul fresh or frozen
25 chickens anymore. It wouldn't hold 26 degrees.

1 together.

2 Q It says that you were the one who cut the
3 lock off the trailer.

4 A Yes, sir.

5 Q Were the two locks on it?

6 A That, I don't remember. I do remember
7 cutting the lock.

8 Q So there was a gentleman that came to All
9 Transportation who allegedly had purchased it from
10 Mr. Yager?

11 A Yes, sir.

12 Q Do you know anything about that sale of Mr.
13 Potts' trailer to that gentleman?

14 A No, sir.

15 Q Did you understand the trailer to belong to
16 Mr. Potts?

17 A At one time, yes, sir.

18 Q Well --

19 A As far as I knew, yes, sir.

20 Q There we go. What information would you
21 have to share with the court that Mr. Potts did not
22 own the trailer when you cut the lock off?

23 A I don't have any information.

24 Q There we go. I just want to be clear about
25 that. Who directed you to cut the lock off?

1 A Mr. Yager told me the trailer was sold.

2 Q So you understand that Mr. Yager sold Mr.
3 Potts' trailer?

4 A Yes, sir.

5 Q All right. Did you have anything to do
6 with the rental agreement between Mr. Yager and Mr.
7 Potts to store the trailer there?

8 A No, sir.

9 Q I saw on the ledger that you paid Mr. Yager
10 monthly?

11 A Yes, sir, for storage and for the building.

12 Q Okay. Your business is located in Mr.
13 Yager's -- the same building Mr. Yager's business is
14 located in?

15 A Yes, sir.

16 Q So you are his tenant?

17 A Yes, sir.

18 Q Does he have any interest in your business?

19 A None.

20 Q Are you physically separate? I think Ms.
21 Quatterbaum told us that.

22 A Yes, we have separate buildings. They are
23 joint, but he has half and I have half.

24 Q Okay. There you go. You pay a monthly
25 rent?

1 A Yes.

2 Q And you had Mr. Potts' telephone number
3 too, didn't you?

4 A Sure.

5 Q Did you call him?

6 A No.

7 Q Why not?

8 A People buy and sell trucks there all the
9 time. I sell them.

10 Q So you have a business relationship with
11 Mr. Potts, you don't have what I would call a social
12 friendship with him?

13 A I never had a social friendship with Gene
14 or Mr. Potts.

15 Q All right. Did you think it was extreme
16 that Mr. Yager was selling the trailer with the
17 contents?

18 A I didn't know the specifics of it. I knew
19 Mr. Potts was behind. He was behind with me a little
20 bit, but he didn't owe me much, a couple of hundred
21 bucks. I didn't worry about it.

22 Q This says you cut the lock off and said the
23 trailer was about three quarters of the way full?

24 A Yes, sir.

25 Q You were offered the option --

1 it?

2 A No, sir. I use several scrap yards and do
3 the same thing.

4 Q All right. So this gentleman approaches
5 you. Mr. Yager asks you to get your bolt cutters.
6 The gentleman says, hey, I'm going to scrap this
7 trailer tomorrow and you can have everything inside
8 of it but you got to get it all out. Sight unseen,
9 he offered what, \$50 did you say?

10 A 50 bucks.

11 Q 50 bucks. And you turned him down?

12 A After I opened the door.

13 Q So you actually were thinking about it?

14 A Absolutely.

15 Q All right. So you open the door and I
16 think you saw a washer, dryer, I think your statement
17 says?

18 A Yes, sir.

19 Q Could you get up in the trailer and look at
20 the other items?

21 A No, I had someone else do it.

22 Q I got you. Was it easy? Could you get to
23 the front of the trailer?

24 A He could get pretty -- he was over halfway
25 up to the front on top of it looking.

1 looks very similar to Plaintiff's Exhibit Number
2 16A. If you want to go ahead and just stipulate
3 that it comes in. It looks like the same
4 anyway.

5 MR. MAUCHER: I have no objection.

6 THE COURT: That's fine. Let's go ahead.
7 It is in evidence without objection as Defendant's
8 Number 1. Okay? Thank you.

9 (WHEREUPON, Defendant's Exhibit 1 is admitted into
10 the record.)

11 THE COURT: Go ahead.

12 MR. MAUCHER: Your Honor, we call Troy Potts.

13 THE COURT: Come on forward Mr. Potts.

14 THE CLERK: Please stand right here for me.
15 Please raise your right hand. State your full name
16 for the record.

17 THE WITNESS: Troy Nathan Potts.

18 TROY POTTS
19 having first been duly sworn, testifies as follows:

20 THE CLERK: Thank you. You may have a seat.

21 DIRECT EXAMINATION

22 BY MR. MAUCHER:

23 Q State your name for the record please.

24 A Troy Nathan Potts.

25 Q Are you related to Lawrence and Candy Potts?

- 1 A Yes, sir. They are my mother and father.
- 2 Q Do you live in the Summerville area?
- 3 A Yes, sir.
- 4 Q Are you aware that they lived at Ramelias Drive
- 5 at one point?
- 6 A Yes, sir.
- 7 Q You recall the circumstances of them leaving
- 8 the Ramelias Drive address and going to Aleene Drive?
- 9 A Yes, sir, I do.
- 10 Q Those circumstances had to do with them not
- 11 owning the property that they thought they paid for?
- 12 A Yes, sir.
- 13 Q In connection with the transition from Ramelias
- 14 Drive to Aleene Drive, did you participate in the
- 15 movement of your parents' belongings from Ramelias to
- 16 Aleene?
- 17 A Yes, sir, I did, 99 percent of it.
- 18 Q It was you, who else?
- 19 A Jeremy Prick, Austin Owens, Lawrence Morris and
- 20 Chris Morris.
- 21 Q Are those friends of yours?
- 22 A Yes, sir.
- 23 Q I got you. Was your mother with you?
- 24 A Yes, sir.
- 25 Q Was your father with you?

1 Q Did you ever do work for them?

2 A Yes, I have.

3 Q What type?

4 A I painted his house, the property that he has
5 now basically landscaping, clean up, cleaning the fence.

6 Q So on the day that you and your helpers and
7 your mom were moving the belongings from Ramelias to the
8 trailer in connection with their move to Aleene Drive,
9 did you check into the office with Mr. Yager?

10 A Yes, sir.

11 Q Was your mom there with you?

12 A Yes, my mom was there talking with him. I went
13 in to say hi.

14 Q Did you make it known to Mr. Yager that you
15 were there to put things in the trailer?

16 A Yes, sir, I believe I did.

17 Q Did you have a truck?

18 A Three of them.

19 Q Did you have to coordinate where you parked
20 your truck and the friends who were going to park their
21 trucks?

22 A Yes, sir.

23 Q Are these pickup trucks that we are talking
24 about?

25 A Two pick up trucks with a van and a trailer.

1 Q The bullhorns, where were they, if you recall?

2 A About a quarter of the way in. It was one of
3 the probably last three trips.

4 Q Now when you learned from your mom and your dad
5 that their trailer had been taken and all of the items
6 inside were lost, did you have an opportunity to discuss
7 that with your mom and dad?

8 A I had the opportunity, but I kind of refrained
9 from bringing up the subject.

10 Q What were your observations of the impact of
11 these events on your mom?

12 A Devastating.

13 Q When you say devastating, anything really comes
14 to mind that you all talked about that is gone, that is
15 missing?

16 A Yes, sir. Me and my brother all through school
17 -- you know how most kids make their mom Christmas cards
18 or Mother's Day cards and little projects, we always done
19 that for my mom. Me and my brother both played football.
20 All of our football pictures, school pictures, trophies,
21 all were for her. Now, she don't have none of that no
22 more.

23 Q At some point, were all of those mementos in
24 the trailer?

25 A Yes, sir.

1 Q They're all lost?

2 A They're all gone. If you asked me for a
3 picture of me when I was a year old, I can't provide you
4 one. I can't show my kids how close they look to me
5 because there is no more pictures of me.

6 Q How about pictures of Halloween like the little
7 third-graders, things like that? That's all gone, right?

8 A Gone.

9 Q How about your dad? Did you make an
10 observation as to the affect on him of these?

11 A Yes, sir.

12 Q Can you share that with us?

13 A I will just say that I am lucky they are both
14 still here. It has done a number to them.

15 Q Did you make any observations as to any
16 emotional changes to your father?

17 A Yeah, he is a lot of times distant. If we try
18 to do something together and we don't have what he needs,
19 he gets angry sometimes because everything is gone. It
20 hinders us a lot because we got the size property we got
21 and no way to maintain it. So he gets quite upset. I'm
22 34 years old, I've only seen my dad cry number of times.
23 Most of them have been over this trailer.

24 Q How about your mom, has she cried over this
25 trailer?

1 Q When you moved, when you spent three days
2 moving, did you have an occasion other than that
3 moving day to go into that trailer? Other than for
4 the purpose of that move?

5 A Not since everything had been switched.

6 Q So you had not been to the trailer since
7 you moved this stuff in in 2007?

8 A No, ma'am.

9 Q You don't have a key to the trailer?

10 A No, ma'am.

11 Q And it is your testimony, to make sure I
12 understand this, that you had truckloads full of
13 things and that you packed the trailer full in 2007.

14 A I am a short guy but as far as I could
15 reach over my head, that's how high it got.

16 Q Was there any -- would you have the ability
17 to walk in there or would you have to climb?

18 A You couldn't walk, you would have to climb
19 within a foot or a foot and a half of that ceiling
20 for 48 foot to get to the nose of it.

21 Q Okay. Do you -- so I want to make sure I
22 understand. You never went back in the trailer after
23 you moved your parents?

24 A No, ma'am. They lived at the residence
25 they live at until recently. I guess last year, my

1 A Yes, I did.

2 Q After you moved from Ramelias to Aleene
3 Drive, did you make All Transportation aware of your
4 new address?

5 A Yes, I did.

6 Q Are you familiar with the various documents
7 that we have a connection, that we submitted to the
8 court, things such as your husband's driver's
9 license?

10 A Right.

11 Q Would you have provided that to All
12 Transportation?

13 A Yes.

14 Q You did work with Carolina Diesel, Mr.
15 Proctor's company?

16 A We had work done by him on the trailer.

17 Q There we go. Did Mr. Proctor have your new
18 address 108 Aleene Drive, Summerville, South
19 Carolina?

20 A Yes, he did.

21 Q After you moved to Aleene Drive, did you
22 have recollection of Mr. Yager, Mr. Gene Yager, the
23 defendant in this case, coming to the Aleene Drive
24 property?

25 A Yes, a couple of times.

1 Q Are you sure about that?

2 A Yes..

3 Q How far -- I'm a little unfamiliar with
4 Summerville. How far was it from the Ramelias
5 property to the Aleene Drive property approximately?

6 A Probably about six miles.

7 Q How far was that from All Transportation?

8 A The 108 Aleene or the 107 Ramelias?

9 Q How about the 107 Ramelias Drive, how far
10 was that from All Transportation?

11 A Probably about seven miles.

12 Q When you moved to 108 Aleene Drive, how far
13 was that from All Transportation?

14 A Close to 10.

15 Q Okay. When you lived at Ramelias Drive, do
16 you have any recollection of Mr. Yager ever coming
17 out there?

18 A Yes, sir.

19 Q All right. Your husband testified that he
20 and Mr. Yager -- I assume you were pretty friendly at
21 one time?

22 A Yes.

23 Q Is there any doubt in your mind that you
24 made Mr. Yager and his company All Transportation
25 aware that you moved from Ramelias to Aleene Drive?

1 A Yes, I did.

2 Q Is there any doubt in your mind that you
3 made him aware?

4 A No doubt.

5 Q When you actually moved, your son Troy
6 testified he assisted you, did you have recollection
7 of that?

8 A Yes, I do.

9 Q Troy have any of his friends also assist
10 you and Troy to move your belongings?

11 A Yes, he did.

12 Q Approximately how many people? You, Troy
13 and how many people?

14 A It was either five or six.

15 Q What kind of vehicles did they have to move
16 your possessions?

17 A We had a van truck at the time to move our
18 possessions and two pickups.

19 Q Two pickup trucks? And the first time that
20 you went there was you, Troy, friends of Troy's. You
21 have your various vehicles. Do you have any
22 recollection as to whether or not you checked in at
23 the office when you arrived that day?

24 A Yes, when we first went in with the first
25 load, I told them to all to park and not block the

1 driveways or anything. We went in and told Mr. Yager
2 we were going to move stuff in the trailer.

3 Q Do you have recollection of whether Troy
4 went in the office that day with you?

5 A I can't remember if he went in that morning
6 or the next morning.

7 Q Over how many days do you recall making
8 trips to load the trailer?

9 A We were in two or three days.

10 Q On those occasions, who had access to the
11 locks? Who had the keys to the locks on the trailer?

12 A I did.

13 Q Anyone else?

14 A My husband had a set.

15 Q Other than you and Rocky, did anyone else
16 have a key?

17 A No, sir.

18 Q And prior to your trailer being sold by Mr.
19 Yager, did either you or your husband ever have
20 occasion to have anyone tamper with the locks on the
21 contents of the trailer?

22 A No.

23 Q Okay. Now, there has been some testimony
24 as to how full the trailer was. When you were done
25 moving everything from Ramelias to the trailer, how

1 full was it?

2 A By the time we got the rest of the stuff in
3 there, it was right close to the back of the trailer.

4 Q Okay. How high was it?

5 A Almost to the ceiling.

6 Q How wide was it?

7 A It was definitely from side to side full.

8 Q Were you sort of acting in a supervisory
9 capacity?

10 A Well, yeah, I was telling them where to
11 come to put the stuff on. I had to climb and put it
12 in, but I also picked up things, smaller lighter
13 things, boxes, smaller furniture like a night stand,
14 lamps, things like that.

15 Q Exhibit Number 3 to this matter is a
16 contract carrier/broker agreement June 26th, 2008
17 with All Transportation Inc. at 1837 North Main
18 Street. I will refer to the broker Rocky Potts and
19 Sons Trucking, 108 Aleene Drive, Summerville, South
20 Carolina 29485. Did you sign that for Rocky sons --
21 Rocky Potts and Sons Trucking?

22 A Yes, I did.

23 Q There we go. It was signed All
24 Transportation Services by whom?

25 A Gene Yager.

1 Q Do you know a Tony Mitchell?

2 A No, I do not.

3 Q It says it was sold for \$1000. Do you know
4 when you had that discussion with Mr. Yager if he
5 said anything about whether there was anything in the
6 trailer?

7 A My husband asked him what did he do with
8 all of our belongings inside the trailer. His answer
9 at that point in time was I didn't know there was
10 anything in the trailer.

11 Q He didn't know there was anything in the
12 trailer?

13 A That's what he said.

14 Q Did you find that hard to believe?

15 A I didn't believe it at all.

16 Q You knew that trailer was full?

17 A Yeah, we told him we were putting
18 everything in the trailer.

19 Q So when you and Rocky first walked in and
20 Rocky found out the trailer was sold, his next
21 question was what happened to our stuff?

22 A Yes, sir.

23 Q Yager could not give him an answer, could
24 he?

25 A No.

1 belongings?

2 A No, they had all of our phone numbers.
3 They could have called the house phone, my cell
4 phone, his cell phone.

5 Q Let's talk about some of the personal
6 things that were in the trailer.

7 A There were pictures of me at five, six,
8 seven years old, prom pictures, pictures of my
9 husband as a youngster.

10 Q Were your wedding pictures in there?

11 A Yes.

12 Q All gone?

13 A All.

14 Q How about photos with you and your parents
15 and your relatives growing up, were they in there?

16 A I had pictures of my mom and my dad. My
17 dad died in '84; my mom died in '87 -- '97. All of
18 my kids pictures --

19 Q Were those pictures gone?

20 A Yes.

21 Q Pictures of your kids when they were
22 younger, all gone?

23 A Gone.

24 Q Were those items important to you?

25 A More important than any of the rest of it.

1 Q To have it taken in that fashion, how did
2 that make you feel?

3 A Heartbroken.

4 Q When you lived at Ramelias Drive, did your
5 daughter Lanette Zimmerman live with you for a period
6 of time?

7 A For sure.

8 Q Did she have items at the Ramelias house
9 that was moved into the trailer?

10 A Yes.

11 Q You reviewed the list of items that Rocky
12 created for the police?

13 A Yes.

14 Q Have you?

15 A Yes.

16 Q Is it accurate to the best of your
17 knowledge and recollection?

18 A There was so many things, it is hard to
19 remember all of them.

20 Q I understand, but the things that are on
21 the list, are they accurate to the best of your
22 knowledge and recollection?

23 A Yes.

24 Q How about your list, you and Rocky, your
25 list? There was some discussion about some jewelry.

1 A That really wasn't meant to go in the
2 trailer at all.

3 Q My question is was it in the trailer?

4 A It ended up in the trailer but I did not
5 move it into the trailer.

6 Q I understand. So when you would leave the
7 Ramelias and go in between Ramelias and Aleene, why
8 was it that you had to take stuff from Ramelias and
9 put in the trailer?

10 A Because the home that we rented on Aleene
11 was basically furnished.

12 Q Okay. You just didn't have room?

13 A No, there was no place to put all of those
14 things.

15 Q All right. You have seen 16A, the items of
16 yours and Rocky's?

17 A Yes.

18 Q This handwritten list?

19 A Yes.

20 Q Did you assist Rocky with coming up with
21 valuations for these various items?

22 A Yes, we would get on the computer and look
23 at some of the items that we could find that were
24 really close to it or whatever because we had been
25 told to try to price them.

1 Q Was it easy to come up with values?

2 A Not really. You had to find something that
3 was, you know, really like it to feel like you gave a
4 good price for it.

5 Q The items on that list, is it your sworn
6 testimony that those items were all in the truck?

7 A Yes, sir, they were.

8 Q All right. You see where it talks about
9 the jewelry? I may be able to find it quicker.
10 Maybe not. Definitely not. So when did you realize
11 that the jewelry was in storage and didn't make the
12 trip from Ramelias to Aleene Drive?

13 A Probably the last day that we loaded, the
14 evening.

15 Q Where on Page 7 -- it says right here
16 towards the bottom, take a chance to look at those
17 items. You had a chance to look at that?

18 A Yes.

19 Q Were those all of your personal items?

20 A Yes.

21 Q The values, do you consider those to be
22 fair values for those items?

23 A Yes.

24 Q Did you assist your husband in arriving at
25 those values?

1 A Yes. I remember the first one here, what
2 we paid for it and had a receipt for that which was
3 in the trailer.

4 Q Which one was that? Can you read it out
5 loud?

6 A Yes, diamond engagement ring.

7 Q All right. That is what you paid for it?

8 A Uh-huh.

9 Q Was it your opinion it was still worth what
10 you paid for it?

11 A Yes.

12 Q All right. When you went there on Friday,
13 October 28th, two days after it was sold, did you and
14 your husband start looking for the trailer?

15 A My husband did.

16 Q And were you there with him when you went
17 to Don's Car Crushing and found out that on October
18 27th, 2011 it had been strapped?

19 A I was not with him at that point.

20 Q All right. Mrs. Potts, we talked just a
21 little bit about how emotional all of this had been
22 for you. In just thinking about it, it was difficult?

23 A Yes.

24 Q A few minutes ago, you were crying?

25 A Yeah, I do that a lot.

1 Q Is that the only time that you cried about
2 those events?

3 A Since they happen, yes, every time I think
4 about them.

5 Q Have you talked to your children about
6 their lost memories?

7 A Yes.

8 Q Is that difficult?

9 A Very difficult. There were things that
10 they had me save for them that they would be able to
11 share with their children.

12 Q That's all gone?

13 A All of it.

14 Q Tell us about Rocky. How is he dealt with
15 it?

16 A Sometimes he gets irritated when he needs
17 something and he hasn't got it. Or he thinks about
18 it sometimes and he gets upset. Sometimes he gets
19 hyper.

20 Q A lot of these items were your husband,
21 they were tools, motorcycle parts, things like that.
22 Is it your testimony that those parts were actually
23 moved into that trailer?

24 A Yes, they were.

25 Q The loss of those parts, how that affected

1 your husband as far as his tools, his motorcycle
2 parts, his hobby, materials? Was it easy for him to
3 come to grips with that?

4 A No, it wasn't.

5 Q I think some of the items he picked up when
6 he was in other states, was that from your
7 perspective, was that difficult to lose those
8 mementos, those things that meant something to him
9 from his travels?

10 A No, it was very difficult.

11 Q How about the bullhorns? We heard a little
12 bit about that. Were they tiny bullhorns, medium
13 bullhorns, big bullhorns?

14 A They were big.

15 Q All right. Troy said that y'all had a 56-
16 inch TV and the bullhorns were wider than the TV.

17 A 55-inch. Yeah, they came out over the
18 sides.

19 Q Were they curly and pointy at the end?

20 A They came around like this and back and
21 then went up.

22 Q All right. They were wider than the TV?

23 A Say this is the TV and I am looking at the
24 screen, we set them this way on it, they were past it
25 to side ends.

1 **THE COURT:** Page 7.

2 **BY MS. HORNE:**

3 **Q:** Page 7.

4 Thank you, Your Honor.

5 It says a one carat diamond engagement
6 ring. Is that your engagement ring that your husband
7 gave you when you got engaged?

8 **A:** Yeah. This was bought years after we were
9 engaged.

10 **Q:** Okay. And where did you purchase it?

11 **A:** This one, at Zales.

12 **Q:** At Zales. Do you have a receipt for it?

13 **A:** I did. And the trailer.

14 **Q:** Okay. It was in the trailer?

15 **A:** Yes.

16 **Q:** The ring that you are wearing today, tell
17 me about that ring.

18 **A:** This is just a simple small wedding ring
19 that we've had for years since we been married in the
20 80s.

21 **Q:** Can you describe that ring for us?

22 **A:** It is just a diamond ring --

23 **THE COURT:** You're talking about the one
24 she is wearing or the one on here? I think she
25 wants you to describe it for the record. I'm

1 just going to take a look since I'm the
2 factfinder here.

3 **THE WITNESS:** It is probably no more than an
4 eighth of a carat total. It is just a little
5 diamond ring. It is not an engagement ring.
6 It's not a wedding ring or anything of that
7 sort.

8 **BY MS. HORNE:**

9 **Q** It has got a ring guard on it? Is that two
10 rings or one ring on your left hand?

11 **A** It is not a ring guard. It is just a
12 regular ring.

13 **Q** It is not two different pieces?

14 **A** No, it's just one ring.

15 **Q** Is there any reason why you didn't put that
16 in the jewelry box that you had that day while you
17 were cleaning?

18 **A** Because I didn't have this one on.

19 **Q** Okay.

20 **A** What I have left is what I did not have on.

21 **Q** What about the other ring that you have on,
22 what is that?

23 **A** I just got this one maybe a month ago. I
24 did not have it on.

25 **Q** Okay. What about the aquamarine bridge

1 ring with diamond accents?

2 A That is my first owned ring.

3 Q How long -- when did you get that ring?

4 A Probably back in the '80s.

5 Q Okay. So I want to make sure I understand
6 what this list represents. You had these rings on
7 your hand the day you were moving in 2007; is that
8 correct?

9 A Yes.

10 Q All of these rings, the one carat diamond
11 engagement ring; is that a yes?

12 A Yes. The engagement ring has a ring guard.
13 The engagement ring was -- had stones on top and
14 around it. What was considered the engagement was an
15 actual ring guard that goes around that diamond, that
16 diamond ring. You put both rings and put the
17 engagement ring up inside of the ring guard which
18 then looks like one ring but it is two.

19 Q Okay. The other one carat diamond cluster
20 swirl thing and -- you also had that one on?

21 A Yes, I did.

22 Q You had the aquamarine bridge ring with
23 diamonds on it?

24 A Right. Those were the ones that I wore,
25 engagement and wedding ring I wore all the time. I

1 had the other ring on and my birthstone ring.

2 Q Okay. Then, of course, the jewels and
3 necklaces, you had earrings, why did the earrings end
4 up in the jury box?

5 A Because I wear earrings most of the time.

6 Q But you did not have to take the earrings
7 off to clean, did you?

8 A No, like I said, it was raining, we were
9 getting soaked and everything. I was just trying to
10 run in and out of the house. I had just taken the
11 rings off and the earrings and put them in a ring box
12 in a little box. I put them in the smaller box and
13 put them in the dresser. They were getting wet and
14 coming down inside of them. I was trying to move
15 around and the stuff and carry, so I took on my
16 jewelry off and put the rings in the ring boxes. The
17 earrings, I had a small, like a small brooch box in
18 there also. I put those in there and put them in
19 another box inside my dresser drawer and covered them
20 up.

21 Q These were rings you wore all the time?

22 A I wore those most of the time.

23 Q Why didn't you go back and get your rings
24 if you wore them all the time?

25 A Like I said, I couldn't go in there and

1 move this stuff that was in -- the bedroom suit
2 consisted of a large dresser with a mirror and
3 armoire. The bedpost and everything were about this
4 big around. Very heavy. Had two night stands. They
5 were in front of the dresser. There is no way I
6 could go in there and move that.

7 Q But you moved it in. You got your son to
8 move it in.

9 A Not by myself, but my son had moved to
10 Walterboro.

11 Q All right.

12 A And he had taken a job with a mobile truck
13 washing company. He was going on trips all over
14 washing tractor trailers, FedEx -- it wasn't UPS, it
15 was FedEx truck. He traveled out on the road with
16 pressure washers and stuff and the cleaners and drove
17 all over cleaning big trucks and FedEx trucks.

18 Q I want to make sure I understand your
19 testimony. You said that you did not go back in that
20 storage unit after three days of moving in October
21 2007; is that what your testimony is today?

22 A Yes, ma'am.

23 Q And that you maybe drove into the parking
24 lot with your husband, maybe dropped off papers, but
25 you never went back into the unit?

1 Q Okay. Did you get a loan from your mother,
2 your mother-in-law to get Mr. Yager paid?

3 A No, we probably would have but as she was
4 checking everything out to make sure that everything
5 she needed to cover was covered and had whatever
6 amount they had discussed that day, she had gotten a
7 call that her brother had died.

8 Q Did you ever borrow any money from your
9 mother-in-law?

10 A No. She --

11 Q I'm sorry.

12 A She had to take the extra money and go to
13 the funeral.

14 Q Okay. You were working at this period of
15 time, correct?

16 A Yes.

17 Q Did you -- were you worried about your
18 stuff being hauled away?

19 A No, ma'am, I wasn't. I never dreamed that
20 he would do that. He had said he knew that we were
21 good for the money and don't worry about it.

22 Q Okay. You just said -- did he tell you
23 that?

24 A When I was with my husband, him and my
25 husband were discussing it. I heard it. He did not

1 understand you state they are in the trailer.
2 However, in the last 20 years, most credit card
3 statements are on a computer and you can get
4 bank statements. Is there any reason why you
5 can't go back and say I can take my bank card
6 and pull up documentation showing that I paid
7 \$2199 at the Zales, at whatever Zales you bought
8 it for, for this ring? Is there any reason why
9 you can't do that?

10 **THE WITNESS:** That was back in -- I
11 bought that ring like I told her back in the
12 '80s or a little bit before then.

13 **THE COURT:** Did you make any attempt to go
14 back to these places, for instance like a Zales
15 -- they are still in business. I don't know if
16 this particular one is but they do have records.
17 I don't know how long the records keep but did
18 you make any attempt on any of these items to go
19 back and try to find proof of what you paid?

20 **THE WITNESS:** I didn't know that they hold
21 records back that far. Never even thought about
22 it.

23 **THE COURT:** But you didn't even ask,
24 right, you didn't think to ask.

25 **THE WITNESS:** (Shakes head.)

1 Q Who would Mrs. Potts have given that
2 information to?

3 A She would have given it to one of the
4 dispatchers that were accommodating her to fill out
5 her broker/carrier agreement, W-9, getting her ICC
6 authority and getting an insurance certificate naming
7 All Transportation Services as the insured holder of
8 that certificate, but it would not have been Ms.
9 Quatterbaum.

10 Q It would have been an employee of your
11 company?

12 A Yes.

13 Q So you acknowledge that your company had
14 various documents for Rocky Potts and Sons Trucking
15 verifying that the address prior to the sale of the
16 trailer --

17 A My trucking company --

18 Q -- was 108 Aleene Drive. You acknowledge
19 that?

20 A I acknowledge that All Transportation
21 Services had knowledge of his address on Aleene
22 Drive.

23 Q And I think at the time of these events,
24 you lived at 109 Halcyon Road, Summerville?

25 A It's pronounced Halcyon.

1 it, I will be glad to look at it, sir.

2 Q I will show it to you.

3 A Where is it?

4 Q You see there?

5 A Yeah, I know where it is. It's a map on
6 the back. There's a lot more to put on my mind as to
7 geographic location. Thank you, sir.

8 Q You're welcome. Now, you recall the August
9 letter to Mr. Potts?

10 A Yes, sir.

11 Q That was August 2011, that was a letter
12 that said he was 20 months in arrears. Do you recall
13 that generally?

14 A I have in my hand, sir.

15 Q Ms. Quatterbaum testified that she never
16 called Mr. Potts and told him that the trailer was
17 going to be sold and considered abandoned. Did you
18 agree with that testimony?

19 A I do.

20 Q Did you call Mr. Potts or Mrs. Potts to
21 tell either of them that their trailer was going to
22 be sold and that you were going to consider it
23 abandoned?

24 A No, sir.

25 Q The letter that you sent, August 1st, 2011,

1 that was several years after they had moved from
2 Ramelias to Aleene Drive, did you ever receive it
3 back not delivered?

4 A No.

5 Q Did you ever after August 1st, 2011 --
6 between August 1st, 2011 and October 26th, 2011 when
7 you sold it, did you ever get in your car and either
8 go from your home over to Ramelias Drive a little
9 over six miles or go from All Transportation to
10 Ramelias Drive, 10 miles? Did you ever do that?

11 A No, sir.

12 Q Do you agree with me that if you had done
13 that, you would have learned that the Potts didn't
14 live at Ramelias Drive any longer?

15 A Yes, sir.

16 Q Now when the Potts left Ramelias Drive, is
17 it your testimony that you were unaware of what I
18 would call the Ramelias debacle where they were
19 swindled out of that property, they thought they
20 bought it, found out that they didn't really buy it
21 and that they had to move?

22 A Would you repeat the question?

23 Q I will be glad to. Do you recall any time
24 when it came to your attention that the Potts had to
25 move from Ramelias Drive?

1 A When they were moving stuff into that
2 trailer, they told me they were moving whatever they
3 were putting in the trailer because they were having
4 to move.

5 Q In October -- the testimony of Mrs. Potts
6 and Mr. Potts is around October 2007 they were
7 moving. In connection with that move, over a several
8 day period of time, they've moved things into the
9 trailer that was stored at your business address.

10 A Is there a question to that? Was that just
11 a statement?

12 THE COURT: I didn't hear a question, Mr.
13 Maucher. I didn't hear a question.

14 BY MR. MAUCHER:

15 Q Did you recall that occurring -- do you
16 agree that that occurred?

17 A Yes, I did see them moving for three days.

18 Q In connection with that move, do you recall
19 Mrs. Potts coming in and greeting you and explaining
20 that they had various vehicles and that she wanted to
21 make sure that you knew that she wasn't going to
22 block anyone during the move?

23 A Yes, sir.

24 Q All right. Do you recall tripods being
25 there also with Mrs. Potts that day?

1 Mitchell --

2 A I do know that Otis Mitchell that rents his
3 parking spot for me.

4 Q Okay. For every day on this, there is Otis
5 Mitchell?

6 A Uh-huh.

7 Q That's yes for the record?

8 A Yes.

9 Q Okay. When we started this, I asked you if
10 Otis Mitchell was related to Tony Mitchell. Do you
11 remember that question?

12 A Yes.

13 Q Let's go back to that question. Is Otis
14 Mitchell related to the Tony Mitchell that you sold
15 the trailer to?

16 A In my firm belief, they are not related.
17 One is of a different ethnic group. The other one is
18 of another group.

19 Q Tony Mitchell is somebody that you have
20 known for a long time?

21 A No, sir.

22 Q How do you know Tony Mitchell?

23 A I know Tony Mitchell because he stopped
24 into my office. I would assume somewhere maybe nine
25 months prior to my selling Mr. Potts' trailer, he

1 asked me if I had any equipment to sell. He buys old
2 equipment. At the time, I told him yes, I told him I
3 have a 2003 model that I am scrapping out, parked
4 over there. You can go look at it. If you want to
5 buy it, we will talk about it.

6 Q That is when you first met Tony Mitchell?

7 A Yes.

8 Q At some point later in time, you actually
9 sold Mr. Potts' trailer to Mr. Mitchell?

10 A I first sold him the 2003 tractor that I
11 was scrapping out. Periodically, every couple of
12 months, he would stick his head in the office and say
13 do you have any equipment for sale, tractors or
14 trailers to sell. At that time, most of the time, I
15 didn't have anything. I only sold him two items.

16 Q So we are real clear, a tractor is a truck,
17 right?

18 A The tractor is what pulls the trailer like
19 Mr. Potts have.

20 Q It is a vehicle that is registered with the
21 state of South Carolina?

22 A It actually yes, it is.

23 Q It has a title; is that correct?

24 A Yes, it does.

25 Q When you sell a tractor, you sell an item

1 with a title, you have to put down a driver's license
2 number of the person who is buying it, don't you?

3 A No, sir.

4 Q You don't?

5 A No.

6 Q Do you have Tony Mitchell's driver's
7 license number or any other identifying information
8 for him?

9 A No, sir.

10 Q Is he going to come and testify in front of
11 the judge about this transaction?

12 A I was told that he would. That is why I
13 was trying to find him. I was trying to locate Mr.
14 Mitchell to have him testify as to what was in that
15 trailer. I never could find him.

16 Q You knew there were items in the trailer;
17 is that right?

18 A No, sir, I did not, not until I sold the
19 trailer. When I sold the trailer and they cut the
20 locks off of the trailer, Mr. Proctor and Shirley
21 Proctor told me that there was items in the trailer.
22 But all they saw was a couple of sofas, uh, a set of
23 small horns. They didn't see a whole lot of stuff.
24 There was nothing in there that they wanted to buy.

25 Q Mr. Proctor's statement is a washer dryer.

1 A Washer dryer.

2 Q Anything else you may remember?

3 A I never looked in the trailer ever. Ever,
4 ever, ever.

5 Q Do you think you should have looked in that
6 trailer?

7 A No.

8 Q You were getting rid of the trailer and its
9 contents; am I correct?

10 A I was selling the trailer.

11 Q And its contents?

12 A And the contents. But I did not know what
13 was in the trailer.

14 Q Mr. Proctor's statement, I guess it is
15 notarized by your office manager accounting
16 bookkeeper, Ms. Quatterbaum, right?

17 A Yes.

18 Q The statement says the trailer was three-
19 quarters full. Did Mr. Proctor tell me that that
20 day?

21 A He told me there was nothing of any value.

22 Q Maybe you can help me out. That trailer
23 was scrapped the next day. It was emptied and
24 scrapped the next day. Do you know anything about
25 that?

1 A The only thing I know about that is when
2 Mr. Potts came into my office and he gave me the copy
3 from Don's Car Crushing, okay, as to who scrapped it.

4 Q So after -- do you recall --

5 A After that, I tried to get a hold of Mr.
6 Tony Mitchell again and ask him what did you do with
7 whatever was in the trailer and tell me what was in
8 the trailer. The answer I got from Mr. Mitchell is
9 there wasn't nothing in the trailer.

10 Q You didn't have the title to the trailer,
11 did you?

12 A I did not.

13 Q You sold something that wasn't yours to a
14 fellow that you can't now find, would that be a fair
15 way of putting it?

16 A Yeah.

17 Q You sold it to him for \$1000 knowing that
18 that person couldn't register that vehicle in the
19 state of South Carolina because it was already
20 registered to my clients.

21 A It wasn't his intent to register. He was
22 scrapping the trailer.

23 Q You knew all along that Mr. Mitchell was
24 going to scrap it the next day?

25 A He buys scrap equipment. That's what he

1 added up the last one.

2 **BY MR. MAUCHER:**

3 **Q** Mr. Yager, you sold that trailer to Mr.
4 Mitchell for less than you were owed; is that right?

5 **A** About \$200 less.

6 **Q** I think your answer said you were owed
7 something like 1300 and something?

8 **A** I thought it was 1200.

9 **Q** Either way --

10 **A** 1200.

11 **Q** Either way, you sold it for less than you
12 were owed?

13 **A** Yes.

14 **Q** Now, did you ever think about going to the
15 magistrate? You are a sophisticated businessman --
16 Small Claims Court. You had a contract where somebody
17 owed you a certain amount of money. Did you ever
18 think about just going down to the magistrate and
19 saying I want to file a claim against this individual
20 who owes me money? Did you ever think about that?

21 **A** Yes, I did. I chose not to.

22 **Q** You made a conscious decision to sort of
23 take the law in your own hands and sell my client's
24 trailer and all of his belongings for \$1000?

25 **A** Only after the last four months after I

Def Yager Exhibit 1 - 1
PERSONAL PROPERTY RENTAL AGREEMENT

AGREEMENT made between Edward E. Yager (Owner) and _____

Renter LAWRENCE POTTS

H 843-851-7023

Address 107 RAMELIAS DR. SUMMERVILLE S.C. 29483

Phone M 843-371-1806

1. GRANT OF RENTAL AGREEMENT. Owner hereby rents to renter the below described personal property:
One each 10ft. wide by 60ft. long parking space, for vehicle parking of non-hazardous vehicles only. Located at 1837 N. Main St. Summerville, S.C. 29483

2. PAYMENT OF FEES. Renter shall pay to Owner the sum of \$ 350.00 as payment for the rental herein, said sum payable as follows: CK# 57546
\$ 50.00 per month rental for each parking space, and \$ 50.00 security deposit, refundable at the end of rental period, if all conditions of rental agreement have been met by the renter.

3. RENTERS RESPONSIBILITY. The Renter shall during the rental term keep and maintain the property in good condition and repair and shall be responsible for any loss, casualty, damage or destruction to said property not withstanding how caused and Renter agrees to return said property in its present condition, reasonable wear and tear excepted.

4. USAGE OF PROPERTY. The Renter shall not during the rental period allow others the use of the property. Nor shall he allow or preform himself any type maintenance or repairs to his vehicles while they are parked on EDWARDS E. YAGER'S property.

5. The rental period shall commence on JULY 1ST, 2006 and shall be continuous from the date hereof and shall remain in effect until cancelled by either party.

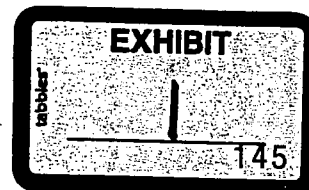
6. The renter shall assume all liability for all or any damages to his vehicle that occur while it is parked on owners property.

7. The renter shall assume all liability for all or any injuries that occurs to himself or any other person he allows to come on owners property.

8. DEFAULTS. If renter fails to abide by the obligations of this agreement, including the obligation to make rental payments when due, owner shall have the option to cancel this agreement by providing 7 days written notice to renter. Renter shall have the option of preventing the termination of this agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of time period stated in the previous sentence, and if there are no other defaults during such time period.

9. ARBITRATION. All disputes under this agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

10. TRANSFER OF RIGHTS. This agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interest in this agreement to any other party, unless the prior written consent of the other party is obtained.



Def-Yager - Exhibit 1 - 2

11. TERMINATION. This agreement may be terminated by either party by providing 30 days written notice to the other party.

12. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENTS. This agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that parties right to subsequently enforce and compel strict compliance with every provision of this agreement.

16. APPLICABLE LAW. This agreement shall be governed by the laws of the state of South Carolina.

Signed this 1st day of JULY, 2006

In the presence of:

Priscilla A. Yager
Witness

Edward E. Yager
Owner- Edward E. Yager

Lawrence Potts
Renter LAWRENCE POTTS

APPLICATION FOR PERSONAL PROPERTY RENTAL
AT 1837 N. MAIN ST. SUMMERVILLE, S.C. 29483

LANDLORD

EDWARD E. YAGER
109 HALCYON RD.
SUMMERVILLE, S.C. 29483

MOBILE # 843-819-1670

This application is made to rent or lease personal property at the above location for A term of
N.A. daysDesired date of occupancy JULY 1ST 2006Rate per parking space is ~~\$55.00 per month~~ or \$150.00 for three months.

A Security deposit of \$50.00 is due with this application.

The applicant understands that if this application is accepted and the applicant fails to execute
A lease or rental agreement before the beginning date specified above, the application deposit
will be forfeited as liquidated damages.Applicants name LAWRENCE POTTS
Address 107 BAMELIAS DR. City SUMMERVILLE S.
State S.C. Zip 29483 Phone# M843-371-1800 H 843-851-7023
Drivers License#Employers name SELF EMPLOYED Phone#
Supervisors nameVehicle information
Type vehicle 48FT REEFER Make UTILITY Color STAINLESS STEEL
Year 9/1983 Vin# 1UYV52483EU994401
License# NONE State N.A.I certify that the information provided in this application is true and correct to the best of my
knowledge. Edward E. Yager is authorized to verify employment information given in this
application.Applicants Signature Lawrence Potts Date 07/01/06

Edward E. Yager
109 Halcyon Rd.
Summerville, S.C. 29483

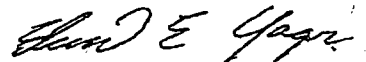
August 1, 2011

Lawrence Potts
107 Ramelias Dr.
Summerville S.C. 29483

Dear Mr. Potts:

This Letter is to being written to inform you that you are \$1200.00, Twenty months behind in your rent for the parking space you rent for your 1983 utility trailer at 1837 North Main Street in Summerville S.C. 29483. According to the agreement you signed on July 1, 2006 you are in default. According to section eight of the agreement I am required to give you seven days written notice before I cancel your lease. This letter serves as your written notice to cancel your lease, if your rent is not brought current by August 08, 2011. If you do not take action to correct this matter your property will be considered abandoned by you and after 30 days of being abandoned it is my intention to sell your trailer as is. This action will be taken to recover my loss of revenue from your rent not being paid in the agreed upon terms of your lease agreement.

Sincerely,



Edward E. Yager



2011 110 47665



South Carolina Department of Motor Vehicles

BILL OF SALE
 (Must Be Typed or Printed in Black Ink)

FOR DEPARTMENT USE ONLY

Check One:

- ☐
- Purchase License Plate
-
- ☐
- Transfer License Plate

I, EDWARD E. YAGER

Seller

1837 NORTH MAIN ST. SUMMERVILLE S.C. 29483
 Street City State Zip Code
state that on the 26TH day of OCTOBER Yr. 2011 the following vehicle:MAKE UTILITY MODEL NONE BODY TYPE 48FT REEFER YEAR 1983VEHICLE IDENTIFICATION NO. 1UYV52483EU994401 LICENSE NO. NONEwas sold to TONY MITCHELL

Buyer

LADSON S.C.
 Street City State Zip Code

And the above described vehicle is free of all liens and encumbrances in the buyer's name except:

NONE

(List here any mortgages, liens, or encumbrances)

 Sale price of vehicle \$ \$4,000.00
 Less trade-in \$ ZERO
 Taxable Total \$ \$4,000.00

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads N.A. (no tenths) miles and to the best of knowledge that it reflects the **ACTUAL MILEAGE** of the vehicle described herein, **UNLESS** one of the following statements is checked.**STOP!**

DO NOT check one of the following unless it applies.

- _____ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in EXCESS of its mechanical limits.
- _____ 2. I hereby certify that the odometer reading is NOT the actual mileage. WARNING: ODOMETER DISCREPANCY.

WARNING: Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

[Signature] 10-26-11
 Signature(s) of Buyer(s) Date

TONY MITCHELL
 Hand Print Name(s) of Buyer(s) 843-200-4805
[Signature] 10-2
 Signature(s) of Seller(s) Date

EDWARD E. YAGER
 Hand Print Name(s) of Seller(s)

Return to: South Carolina Department of Motor Vehicles

P.O. Box 1498

Blythewood, S.C. 29016-0024

EXHIBIT

13



Don's Car Crushing (Ladson)

Parts Car ☐

Scrap Car ☐

Date Order Written

10/27/11

Order Written By

Scott

Stock Number

59251

Customer Name

Ely Stein

Address

217 (C) 8th Rd

City/State

Ladson SC

Customer Phone Number

843-209-6682

Vehicle Year/Make/Model

83 Volvo 740 GLE

Vehicle Identification Number

1U8 VS2483 EU9944 01

Tow Vehicle Type

Box of A

Tow Vehicle Tag #

1000

Driver Identification # (S.C. DL)

Driver Contact Number

Incoming Inventory

Catalytic Converter Count	N/A
Aluminum Wheel Count	N/A
Steel Wheels Check Here	N/A
Battery (Circle one) Yes	No

Hazardous Materials:	Deductions
Tanks ie Propane etc:	\$30.00 ea
Spray Paint Cans	\$5.00 ea
Oils or Lubricants	\$15.00 ea
Solvents	\$15.00 ea

Price Paid for Vehicle	20K
Less Deductions:	(-)
Tow Rate \$	(+)
All in \$ (Total)	(=)

BILL OF SALE

For and in consideration of 20K PCT dollars, receipt of which is acknowledged, and the removal of the above described vehicle from my property, I agree to sell and convey all rights, title and interest in the following motor vehicle to Don's Car Crushing, Inc.

I hereby acknowledge to Don's Car Crushing, Inc. that I have the full legal title to the above motor vehicle, and that there are no liens, claims or encumbrances of any kind against the motor vehicle. I agree to indemnify and hold harmless Don's Car Crushing, Inc., its employees and agents from and against all claims, losses and liability, including but not limited to attorney's fees, arising or resulting from any injury or damage received or sustained by myself or others or my property occurring in the process of removing the above motor vehicle from my property. In the event that any action should be brought contesting my legal right to sell the above vehicle, I agree to hold harmless, indemnify and defend Don's Car Crushing, Inc. from any such action.

Signed

Witness Scott

Print Name

Date 10/29/11

Date 10/27/11

SCDL

Missing Parts	Deductions \$
Body Part Hood	\$10.00
Body Part Trunk Lid	\$10.00
Bumper - Front/Cover	\$10.00
Fender all or Any	\$10.00 ea.
Bumper - Rear/Cover	\$10.00
Catalytic Converter	\$25.00
Doors any all	\$15.00 ea.
Alternator	\$5.00
A/C Compressor	\$5.00
Interior Parts	\$10.00 ea.
Engine	\$30.00
Transmission	\$15.00
Rear Differential	\$15.00
Head Lights	\$5.00 ea.
Tail Lights	\$5.00 ea.
Tires and Wheels	\$5.00 ea.
Side Glass	\$5.00 ea.
Windshield F/R	\$10.00 ea.
Excessive Trash	\$25.00



Ticket Listing

11/4/2011

1:46:55PM

From: 10/1/2011 To: 11/4/2011
As Reported In: tn

Ticket #	Date	Truck	Cust. ID	Mat'l ID	Quantity		\$/Unit	Revenue			Total
					Net	Units		Mat'l	Tax	Misc.	
					15.03		13.50 hw	\$4058.10			\$4058.1
57989	10/12/11	RED TRUGENERAL PUBUPSTL			10.27		13.50 hw	\$2772.90			\$2772.9
58020	10/12/11	WHT TRUGENERAL PUBCARS			6.16		13.00 hw	\$1601.60			\$1601.6
58089	10/13/11	BIG TRUGENERAL PUBUPSTL			0.65		13.00 hw	\$169.00			\$169.0
58768	10/21/11	SILVER TGENERAL PUBSCRAP				1740.00 lb	0.30 lb	\$522.00			\$522.0
58768	10/21/11	SILVER TGENERAL PUBELEMTR				153.00 lb	0.65 lb	\$99.45			\$99.4
58768	10/21/11	SILVER TGENERAL PUBALCL				2.00 EA	6.00 EA	\$12.00			\$12.0
58768	10/21/11	SILVER TGENERAL PUBATT				95.00 lb	1.60 lb	\$152.00			\$152.0
58768	10/21/11	SILVER TGENERAL PUBBRASS				175.00 lb	3.10 lb	\$542.50			\$542.5
58768	10/21/11	SILVER TGENERAL PUBCOBB				450.00 lb	2.50 lb	\$1125.00			\$1125.0
58768	10/21/11	SILVER TGENERAL PUBCO2				157.00 lb	1.65 lb	\$259.05			\$259.0
58768	10/21/11	SILVER TGENERAL PUBCO1INS				27.00 lb	0.30 lb	\$8.10			\$8.1
58768	10/21/11	SILVER TGENERAL PUBELEMTR				21760.00 lb	0.20 lb	\$4352.00			\$4352.0
59251	10/27/11	WHT TRUGENERAL PUBALDRT			2.27		14.00 hw	\$635.60			\$635.6
59362	10/28/11	WHITE TGENERAL PUBSCRAP			2.01		14.00 hw	\$562.80			\$562.8
59417	10/29/11	WHITE TGENERAL PUBSCRAP				12.00 lb	2.50 lb	\$30.00			\$30.0
59420	10/29/11	WHITE TGENERAL PUBCO1				10.00 lb	1.30 lb	\$13.00			\$13.0
59420	10/29/11	WHITE TGENERAL PUBCO2INS				18.00 EA	0.80 EA	\$14.40			\$14.4
59420	10/29/11	WHITE TGENERAL PUBALRIM				7.00 lb	0.75 lb	\$5.25			\$5.2
59420	10/29/11	WHITE TGENERAL PUBACRADDR1				31.00 lb	1.30 lb	\$40.30			\$40.3
59420	10/29/11	WHITE TGENERAL PUBCO2INS				96.00 lb	1.30 lb	\$124.80			\$124.8
59420	10/29/11	WHITE TGENERAL PUBCO2INS						\$22218.25			\$22218.2
Ticket Total					54.67						

STEPHENS JEROME

59242	10/27/11	LN10130 008694543	SCRAP		0.44		13.00 hw	\$114.40			\$114.4
59242	10/27/11	LN10130 008694543	ALCANS			60.00 lb	0.65 lb	\$39.00			\$39.0
Ticket Total					0.44			\$153.40			\$153.4

STEPHENS, JEROME

57737	10/08/11	TAN CHE'GENERAL PUBCARS			2.57		13.00 hw	\$668.20			\$668.2
57787	10/09/11	LN10130 008694543	SCRAP		0.71		13.50 hw	\$191.70			\$191.7
58023	10/12/11	LN10130 008694543	CARS		2.03		13.00 hw	\$527.80			\$527.8
58398	10/17/11	LN10130 008694543	CARS		1.84		13.00 hw	\$478.40			\$478.4
Ticket Total					7.15			\$1866.10			\$1866.1

STEWART, STONEY

59150	10/26/11	LN10915 008920098	ALCL			10.00 lb	0.55 lb	\$5.50			\$5.5
Ticket Total								\$5.50			\$5.5

STEWART, JAMES

59547	10/31/11	RED PICLGENERAL PUBALDRT				24.00 lb	0.20 lb	\$4.80			\$4.8
59547	10/31/11	RED PICLGENERAL PUBWHSESCR				460.00 lb	0.11 lb	\$50.60			\$50.6
59547	10/31/11	RED PICLGENERAL PUBWHSESCR				16.00 lb	0.11 lb	\$1.76			\$1.7
Ticket Total								\$57.16			\$57.1

Conway
211 Highway 544
Conway, SC 29626
Ph: (843) 234-1234
Fax: (843) 234-1232



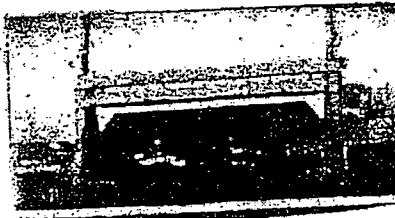
Ladson
310 Royle Road
Ladson, SC 29456
Ph: (843) 821-6000
Fax: (843) 871-8262

Holly Hill
1191 White Sands Rd.
Holly Hill, SC 29059
Ph: (803) 496-9911
Fax: (803) 496-9917

Hemingway
PO Box 189
Hemingway, SC 29554
Ph: (843) 558-2212
Fax: (843) 558-3670

Sellers
3137 Elkerbee Drive
Sellers, SC 29592
Ph: (843) 423-8007
Fax: (843) 423-8087

St. Matthews
196 Coulter Road
St. Matthews, SC 29115
Ph: (803) 655-7141



WEIGHT TICKET

Incoming: _____
Outgoing: _____
Net: 21760

Date: 10/27
Carrier: Wht truck
Received From: _____
Booking # _____
Material: Dirty Alum @ 20
Received By: _____

Don's Car Crushing - Ladson
10 Royle Road

Ladson, SC 29456

Ticket No :59251
Date :10/27/11
Phone :(843)821-6000
Fax :(843)871-8262

Customer: GENERAL PUBLIC
STEIN, ELY
General Public

Truck : WHTTRUCK
Location: LDSN Ladson Yard
Container ID

Gross : 0 lb Scale 1 In 2:14 pm
Tare : 0 lb Scale 1 Out 12:00 am

Net : 0 lb
21760.000 lb

Seal ID 0

Weigh Master: GAINEY GAINEY

Driver:

Material \$ 4352.00
Delivery \$ 0.00
Misc \$ 0.00
Tax \$ 0.00

Remarks:
Have a great day!!!

Total \$ 4352.00
Received \$ 4352.00
Check # 29419

MATERIAL	QTY	UNIT-\$	DELIVERY-\$	MISC-\$	TAX-\$	TOTAL-\$
ALDRT Aluminum Dirty	21760.000	lb	0.20			4352.00
						\$4352.00

20111047665

- STORED ITEMS IN 1984 UTILITY REEFER -

BICYCLES - TWO - 26" CRUISERS	SCHWINN	MALE & FEMALE	EA. \$119
" " TWO - 26" MTN.	MONGOOSE	- 18 SPD.	EA. \$239.00
TOOL BOXES - ROLL AWAY - SNAP-ON W/TOOLS			\$50.641.65
TORQUE WRENCH 1 IN.			\$1327.00
H/D ECONOMY SHOP PRESS - 20 TON CAP.			\$1100.00
STARRETT DIAL INDICATORS	INSIDE DEPTH. MAGNETIC BASE		\$225.00
MITUTOYO MAGNETIC BASE	O.D. - .0001 - 0.200		\$240.00
WESTWARD - MB. DIAL IND.			\$190.00 EA.
STARRETT - IND CONTACT POINT SET			\$129.90
WESTWARD - CHROME MAG. SET			\$149.90
STARRETT MICROMETER SET 0 - 12"	12 PC.		\$3500.24
STARRETT "	0 - 6" W/SPANNER		\$1581.00
TELESCOPING GAUGE SET - 5 PC. -			\$255.50
"	5 PC 5/16 - 6"		\$285.50
STEEL SQUARE SET - 4 PC. -			\$815.50
DIAL VERNIER CALIPER SET - STARRETT			\$497.50
1 " 0 - 12" SLC. WHITE			\$289.50
1 " 0 - 6" "			\$149.75
STANLEY I BEAM 48" LWH			\$96.50
" " MAG. TORPEDO - 9"			\$44.85
LUFKIN 100' REEL TAPE -			\$94.95
BRASS HAMMER - 1.5 LBS			\$65.50
2 LBS			\$103.50
3.8 LBS			\$182.00
AMPCO SET OF 3 - FRAMING HAMMERS -			\$113.80
ALUMINUM RAMP 40" X 20' -	95.69 FT.		\$1913.75
MOTORS MANUALS SET - 65	1940 - 2005	HARD BACK	\$3995.00

EXHIBIT

16a

2011/10/4/665

2

3- WORK BELT TOOL POUCHES LEATHER 3 @ - \$19.99
 1- ESTWING FRAMING HAMMER 28 oz. - \$31.99
 4- CRAFTSMAN IND. H.D VISE - 4 @ \$129.99
 2- " " 2 TON FLOOR JACKS 2 @ \$239.99
 1- " " 4 TON FLOOR JACKS \$209.99
 2- " " ALUMINUM FRAMING SQUARES 2 @ \$14.99
 2- " " COMBINATION SPEED SQUARES 2 @ \$12.99
 3- IRWIN CHALK LINES 3 @ \$4.99
 1- CRAFTSMAN WALL SCANNER \$59.99
 1 " " STUD FINDER \$19.99
 3 " " FLOOR CREEPERS 3 @ \$29.99
 2 " " 3 PC. CURVED BAR SET 2 @ \$39.99
 3 " " 100' EXTENSION CORDS 3 @ \$79.99
 1 " " 4 CYCLE SPEED START WIRE WELDER \$219.99
 1 " " 4 CYCLE BLOWER - \$169.99
 2 " " 16" CHAIN SAWS 2 @ \$184.99
 1- SCHUMACHER BATTERY CHARGER ^{300 AMP} ON WHEELS \$199.99
 1- TRIANGULAR TOOL BOX METAL \$249.99
 1- G.P.I. HAND PUMP LIQUID \$169.99
 1- PORTABLE GARAGE 13 X 20 X 12 \$499.99
 3- OIL CATCHER BUCKETS 3 @ \$10.00
 4- CAULK GUNS 4 @ \$4.99
 1- HONDA PRESSURE WASHER ^{3000 PSI} \$479.99
 1- GENERATOR BRIGGS & STRATTON GAS ^{6000 WTS} \$699.99
 2- FURNITURE DOLLIES 2 @ \$22.99
 BOLT CUTTER 36" \$59.99
 " " 24"
 " " 16"

C CLAMPS ABST. SIZES SET 12 EA - \$1299

2- VISE LARIN 6" 4" 2 @ \$39.99
 2 @ \$39.99

6 - WRANGLER	DENIM SHIRTS	6 LARGE	6 @ \$29.99
6 - WRANGLER	QUILTED DENIM	6 LARGE	6 @ \$34.99
6 - WRANGLER	^{BLUE} WORK SLACKS	33 X 32 P/P	6 @ \$34.99
4 - FLANNEL SHIRTS - FEMALE - 4 SMALL			4 @ \$21.99
6 - LADIES BLUE JEANS - WORK SIZE 3		6 @ -	\$19.99
2 - LADIES WORK BOOTS - 5 1/2	^{BLACK - BROWN}	2 @	\$89.99
2 - MENS WORK BOOTS - 11 1/2	- BLACK - BROWN	2 @	\$99.99
2 - HI-LIFT MANUAL JACKS		2 @	\$89.99
20 CHILTONS & MOTORS MANUALS			
1 - PUSH MOWER	HUSKEE 21"		\$249.99
1 - FLOOR HEATER -	^{FORCED AIR - MASTER} KEROSENE		\$199.99
4 - BOW SAWS - VARIOUS SIZES -		4 EA @	\$6.99
6 - BOW SAW BLADES		6 @	\$34.99
1 - WELDER	^{HOBART} STICK MATE LX		\$499.99
1 - WELDER	^{JOBSMART} MIG FLUX CORE 125		\$229.99
1 - WELDING HELMET	^{HOBART} - AUTO DARKENING		\$69.99
2 - WELDER CARTS		2 @	\$109.99
1 - SET VICTOR CUTTING TORCHES	^{GAS} ^{ANY} CUTSKILL		\$299.99
1 - S/S MEAT GRINDER			\$99.99
2 - SETS OF 4 - 8 -	^{10 X 15} ^{10 X 16} E-T MAG WHEELS ALUMINUM -		\$179.99
4 - EA - 11 R - 24.5 ALUMINUM RIMS - FREIGHTLINER	^{SLOTS}	4 @	\$215.00
4 - EA - 11 R - 24.5 STEEL WHEELS		4 @	\$99.99
1 - CRAFTSMAN BENCH GRINDER W/ WIRE WHEEL			\$169.99
1 - " " ELECTRIC SANDER - BELT DRIVEN			\$89.99
1 - " " 7 1/4" CIRCULAR SAW			\$129.99
1 - " " 10" ^{TABLE SAW} TABLE SAW			\$229.99
1 - " " 260 PC TOOL SET			\$299.99
2 - " " FLEXI - RACKS		2 @	\$149.99
1 - " " TOOL COMBO SET			\$259.99

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SANDS LEVEL - 48"	\$88.39
36"	\$62.99
SANDS LEVEL - 2 CASES - 36" 48" - EA -	\$26.99
COPPER SQUARE -	\$25.99
SUNBEAM - 12 PC. STAND MIXER w/STAINLESS BOWLS	\$429.96
SEARS 30" GLASS TOP STOVE -	\$174.99
" " 24.7 CU. FT. FREEZE -	\$94.95
CRAFTSMAN - AIR TOOL SET -	\$129.99
NORTHLANE EXPRESS WOODBURNING STOVE -	\$109.80
S-K GAS POWERED 1 HP. AIR COMP 30 GAL. -	\$246.08
CRAFTSMAN 1/2 IMPACT WRENCH -	\$161.99
" " AIR TOOL KIT -	\$199.99
REV TECH EVO 110" ENGINE -	\$468.99
S+S 93" P-SERIES ENGINE	\$827.99
WISHBONE RIGID P/H FRAME -	\$2034.99
MYT 180 RIGID FRAME -	\$1106.99
PRIMO BLT DRIVE CONVERSION OLD STYLE -	\$2988.99
COMPENSATING 25T MAIN DRIVE ASS. -	\$199.99
KICKER KIT - OLD STYLE -	\$154.99
EARLY - OUTER PRIMARY COVER -	\$109.00
" " INNER PRIMARY COVER	\$74.99
PRIMO - KICK ARM & BEAM	\$56.99
REAR SPROCKET - 51T -	\$44.99
STARTER CLUTCH w/ BEARING	\$74.99
TRAMMY PULLEY 34T 1.415" OFFSET -	\$49.99
CLUTCH SPRING SET - 3 EA. -	\$34.99
KICKER COVER - 3 EA. -	\$33.99
TRAMMY SPROCKET 21T 3 EA. -	\$22.99
" " 23T 3 EA. -	\$28.99
" " 24T 3 EA. -	\$28.99
" " 22T 3 EA. -	\$22.99

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- 3- REAR CHAIN SPROCKET - 49 T CHROME - 3 EA. \$44.99
- 4- CLUTCH PUSH ROD KITS - 4 EA. \$34.99
- 4- COLONY TIN PRIMARY COVER SCREW SETS - 4 EA. \$16.99
- 3- INNER PRIMARY MOUNTING HARDWARE SETS - 3 EA. \$28.99
- 1- BARNETT BILLET CLUTCH SET \$549.99
- 1- RIVERA PRIMO BELT DRIVE - KICK START - \$529.99
- 3- SIFTON KICKER GEAR & SHAFT - 3 EA. \$69.99
- 2- INTERNAL " " KITS - 3 EA. \$134.99
- 3- RIVERA PRIMO PRIMARY BELTS- 130 T X 13/4" 3 EA. \$113.99
- 4- TAPERED MOTOR SPROCKETS - 4 EA. \$12.99
- 6- CLUTCH MAINSHAFT NUTS - 6 EA. \$9.99
- 4- BELT PULLEYS & SPROCKET SPACERS - 4 EA. \$14.99
- 2- TRANNY MOUNT KITS - B/D MATCHING - 2 EA. \$34.99
- 1- VENTED PRIMARY COVER - CHROMED - 1 - \$199.99
- 3- ENGINE TO PRIMARY SPACERS - 3 EA. \$36.99
- REV TECH - 6 SPD O.D. TRANNY \$929.99
- 2- 4 SPD INNER PRIMARY BEARINGS - 2 EA. \$16.99
- 5- OIL PUMP CHAIN OIL ADJ SCREWS - 5 EA. \$16.99
- 6- REAR AXLE ADJ. SETS 6 EA. \$9.99
- 4- CLUTCH LEVER RODS- S/S - 4 EA. \$34.99
- 2- RIVERA PRO CLUTCH COVERS 4 EA. \$39.99
- 8- ROCKER CLUTCH - PEDAL SPRINGS ^{CHROME} - 8 EA. \$18.99
- 2- MOUSETRAP BOOSTER ASSEMBLY KITS - 2 EA. \$233.99
- 2- FRONT PULLEY NUTS RIVERA PRIMO - 2 EA. \$4.99
- 2- HEAVY DUTY TRANNY D SPROCKETS - 19 T - 2 EA. \$24.99
- 8- POLYURETHANE HANDLE BAR BUSHINGS - 8 EA. \$16.99
- 2 MOUSETRAP B SPRINGS - 2 EA. \$26.99
- 2 REV TECH CLOSE RATIO - 4 SPD ^{KICK START} TRANNYS - 2 EA. \$999.99
- 2 JOCKEY SHIFTER LEVER KITS - 2 EA. \$106.99

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REAR DRIVE SPROCKET - 46 T	-	-	\$54.99
" - 48 T	-		\$54.99
" - 51 T	-		\$54.99
RIV TECH - 5 SPD. TRANNY W/KICKER	- 2 EA.		\$1239.99
2 MOUSE TRAP COVERS	- 2 EA.		\$23.99
3 PRIMARY CHAIN ADJ. KITS	- 3 EA.		\$44.99
4 TRANNY FILLER PLUGS	- 4 EA.		\$13.99
2 " " ADJ. PLATES	- 2 EA.		\$19.99
4 THROW OUT BEARING KITS	- 4 EA.		\$23.99
2-DAYCO PANTHER 1.5" FINAL BELT DRIVES	- 2 EA.		\$177.99
3-BARNETT KEVLAR REPLACEMENT CLUTCH DISC.	- 3 EA.		\$114.99
4-CLUTCH CABLE RELEASE BRACKET	- 4 EA.		\$23.99
4 TRANNY MOUNT KITS	- 4 EA.		\$23.99
2-ROCKER CLUTCH KITS	- 2 EA.		\$19.99
6-CLUTCH ADJ. SCREW RETAINING RING	- 6 EA.		\$1.99
3-RACJET-TOP DUST SHIELD & SHIFTER LEVER SET	- 3 EA.		\$19.99
3-DIRECT DRIVE FRONT SPROCKET 24T	- 3 EA.		\$99.99
2-PORT HOLE - DORBY COVERS	- 2 EA.		\$69.99
1-BARNETT REPLACEMENT CLUTCH KIT	-		\$94.99
2-EARLY CLUTCH RELEASE LEVERS	- 2 EA.		\$28.99
4-TRANNY SPROCKET 23 T	- 4 EA.		\$28.99
4-MAGNETIC DRAIN PLUGS	- 4 EA.		\$8.99
4-CLUTCH RELEASE FINGERS	- 4 EA.		\$19.99
2-KICK START - HEAVY DUTY COVERS	- 2 EA.		\$89.99
1-INNER PRIMARY ELECTRIC START COVER			\$306.99
1 OUTER " " COVER			\$224.99
2-CLUTCH CABLE RELEASE BRACKETS	- 2 EA.		\$26.99
4 " " CLAMPS	- 4 EA.		\$43.99
3- 22T TRANNY SPROCKETS - HARDENED -	- 3 EA.		\$28.99
2-PRIMO BRUTE BELT DRIVE KIT W/STD. FRONT PULLEY OFFSET	- 2 EA.		\$1489.99

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1 - AIR COMPRESSOR HONDA - GAS - 1/2" - 8 GAL. - \$999.99

2 - SHIFT GATES FOR F/B - 5 GAL TANKS - 2 EA. - \$39.99

2 - RACKET TOP ASSEMBLY - FOR 4 SPD. - 2 EA. - \$289.99

2 - FLORAL SQUASH BLOSSOM JEWELRY NECK 2 EA. \$447.99

2 - LADIES VEST - S - BLACK - BROWN 2 EA. - \$89.00

1 - LADIES JACKET W/ENGRAVED ROSES - M - 1 - \$110.00

1 - LADIES CHAPS - BLACK L - 1 - \$119.00

2 - LADIES PANTS - BLACK - BROWN - SMALL - 2 EA. \$149.00

1 - LEATHER PURSE W/ENGRAVED ROSES - 1 - \$49.99

1 - MENS LEATHER DUSTER - BLACK - 1 - \$299.99

1 MENS LEATHER VEST 6 POCKETS - 1 - \$300.00

4 HELMETS - MALE & FEMALE - 4 @ 100.00 - \$400.00

2 - LEATHER CHAPS ^{GUNSLINGER - CRAZY HORSE} MALE BLACK - BROWN - 2 EA. \$163.991 - CERAMIC CANNISTERS ^{SWAN - DUCK STYLE} 14 PC SET - \$400.00

1 - SCULLY OSTRICH TRIM LEATHER BLAZER - \$599.99

2 - HATS - STETSON DRIFTERS - BUFFALO FUR - 2 - \$159.00

2 - HATS - 4X ASPEN FUR FELT - WESTERN 2 - \$129.00

15 - 2X2X2 - BOXES OF PACKED JEANS - TOPS - BLOUSES - SWEATERS

SOCKS - LINGERIE - BRAS - WINTER / FALL CLOTHING - VALUE

UNKNOWN - BELTS - JACKETS - COATS - VALUE UNKNOWN -

JEWEL & NECKLACE - RING BOXES CONTAINING -

1 ~~1 CARAT~~ DIAMOND ENGAGEMENT RING - 14 K YELLOW G. - \$2199.00

1 CARAT DIAMOND RING GUARD FOR ENGAGE - RING 14 K YELLOW G. - \$1159.00

1 CARAT DIAMOND CLUSTER SWIRL BAND - 14 K YELLOW G. \$1059.00

1 AGAMMARINE BRIDGE RING W/DIAMOND ACCENTS 14K. - \$639.99

TWO TONE GOLD HEART & TEARDROP EARRINGS 14K - \$99.99

TWO TONE GOLD DANGLING VINTAGE BEAD EARRINGS 14K - \$219.99

2 PR. TEEPEE CRUIERS - FEMALE HITOP - REG. - 2 EA. - \$61.99

" " MALE. HITOP - REG 2 EA. \$82.98

1 - SENTRY SAFE - TITLES - BIRTH CERTIFICATES (IMPORTANT MOTORCYCLES - CAR & TRUCK DOCUMENTS) 3 \$179.99

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2-CRAFTSMAN 1/2" IMPACT WRENCHES 2 @ \$139.99
 1- " " 16 GAL. SHOP VAC - ELECTRIC POWER - \$119.99
 1- ROCKWELL 7 1/2" WORM DRIVE L/H POWER SAW - \$249.99
 FAMILY PICTURES - FROM BIRTH THRU HIGH SCHOOL
 WIFE'S PARENTS RELATIVES - WIFE & I BOTH TOGETHER
 PRESTO 1781 23 QT. COOKER/CANNER \$109.99
 AMERICAN JOURNEY 5 PC. BEDROOM SET - WHT. OAK \$449.00
 3 REMOVABLE SHELVES
 1 PC. AMOIRE W/2 DRAWERS - WHT OAK \$599.00
 1-KENMORE UPRIGHT FREEZER \$399.00
 1-KENMORE FLAT TOP BLACK GLASS STOVE - \$499.00
 5 PC SET-LEATHER-LV ROOM BROWN \$2499.00
 ASHLEY LEATHER SECTIONAL BLACK \$1755.00
 1 LEATHER RECLINER BLACK \$699.00
 2 MATCHING CERAMIC 40" LAMPS \$386.00
 1- MAHOOGANY BOX - 18' X 4" X 8" BRIMOR (H/V) - 1949 - PRICELESS
 ENGRAVED GERMANY BIRTH GIFT
 -ALL OF MY FATHERS ELECTRICAL TOOLS FROM WHEN HE
 PASSED ON - ~~2~~MANY TO LIST - EXT. CORDS
 TOO MANY OTHER NICK-NACKS - SETS OF GLASSES -
 POTS & PANS - JEWELRY - WORK TOOLS -
 G.M PERFORMANCE 290 HP DUAL QUAD POWER PACK
 ENGINE - 124995 29K8 DISASSEMBLED \$3759.99
 S/B. HEADS - 12363392 CHEVY \$1735.99
 B/B. HEADS 2 SETS CHEVY \$2163.98
 3-SET PYREX BAKE SETS - 3 EA. \$69.99 \$209.97
 1984 UTILITY REEFER TRAILER W/ TIRES & RIMS
 VALUE OF TRAILER W/ REEFER UNIT \$18000.00

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l.r.potts

From: "LANETTE ZIMMERMAN" <lanettezimmerman@msn.com>
To: "lpotts12" <lpotts12@bellsouth.net>
Sent: Sunday, March 04, 2012 11:57 PM
Subject: Regarding the property that was stolen
To whom it may concern:

My name is Lanette Zimmerman. I had stored several household and personal belongings in my father's (Lawrence Potts) trailer. Below is a list of those items.

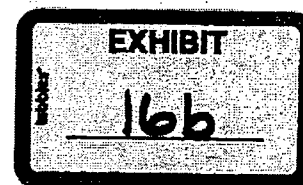
- 3 Baby books (my childrens birth history) (\$priceless)
- 1 Green hope chest containing my childhood photos, wedding photos, and trophies (\$priceless)
- 1 living room couch (\$300)
- 1 living room chair (\$100)
- 5 piece hand made porcelain canister set (\$300)
- 1 hand made porcelain cake plate (\$125)
- 5 piece cast iron cooking set (\$175)
- 1 set of Corell dishware (\$40)
- 3 Silver Collectors Disney spoons (\$90)
- 3 Disney Lithographs (\$150)
- 1 California King water bed (\$100)
- Assorted photos and paintings of my children (\$400)
- Assorted Little Tykes toys (\$250)
- 1 32in console tv (\$200)
- Assorted clothing (\$300)
- 1 Little Tykes Cottage bed (\$200)
- 1 washer (\$100)
- 1 dryer (\$100)
- 1 Set of Dress Green US Army Uniform (\$400)

I am sure there are more items that I can name at this time due to the fact that this is already a very emotional lose to me.

For any reason you need to speak to me, you can reach me at 720-469-6693

Thank you,

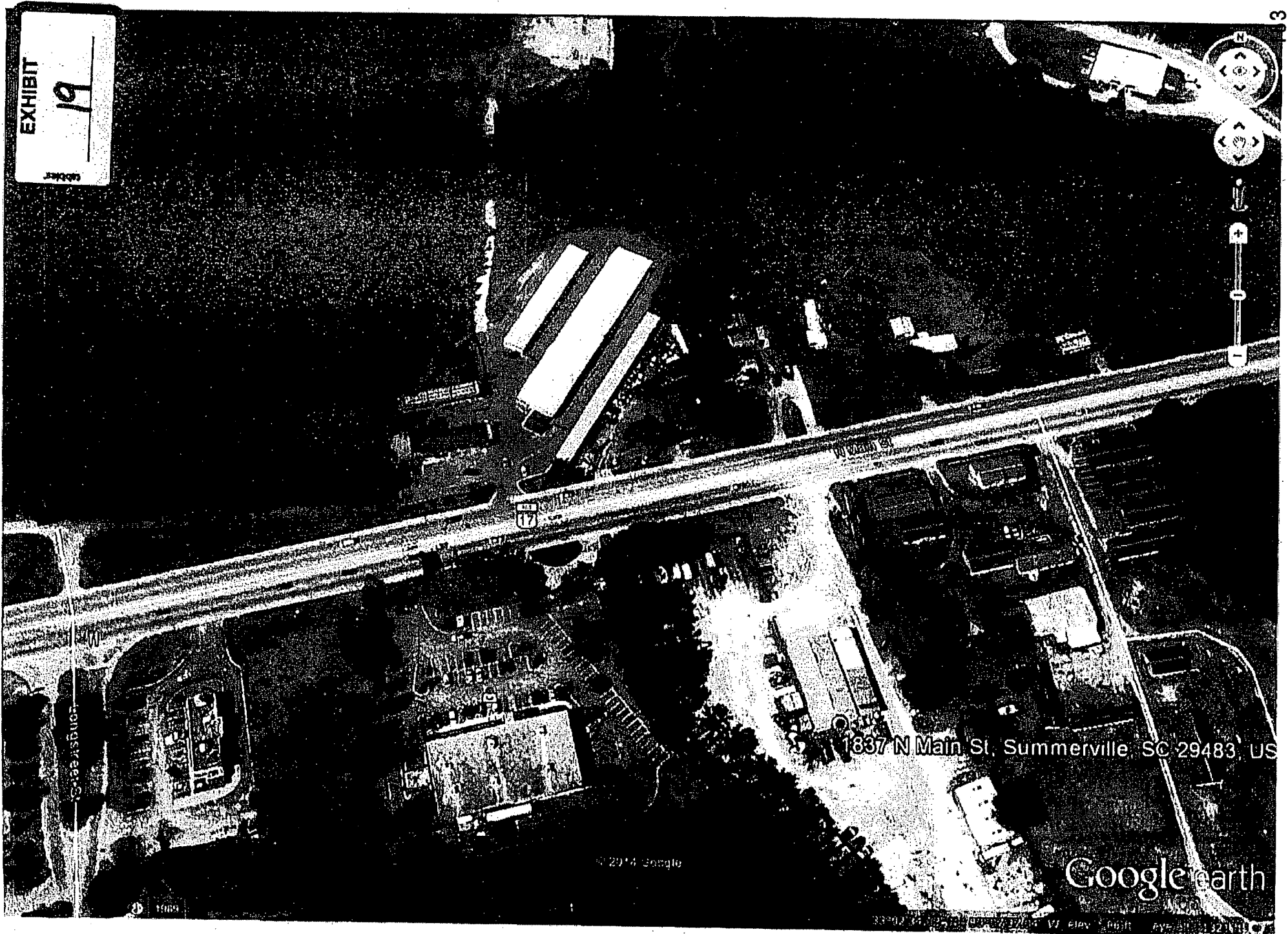
Lanette Zimmerman



3/5/2012

EXHIBIT

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1837 N Main St, Summerville SC 29483, US

© 2014 Google

Google earth

33°02'30"N 79°24'00"W Alt 100ft Eye 121ft



HUGHES MOTORS, INC.

6841 BULLDOG DRIVE 29406
P.O. BOX 62709 • CHARLESTON, S.C. 29419
TELEPHONE: (843) 553-6410
FAX NUMBER: (843) 569-1770
TOLL FREE: 1-800-214 MACK

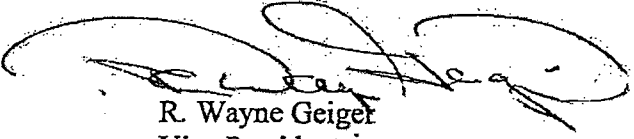


September 12, 2012

Owner: Lawrence Robert Potts or
Candace Marie Potts

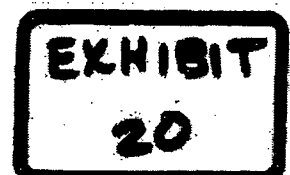
Equipment: 1984 Utility trailer
VIN 1UYVS2483EU994401

NADA and Commercial Trailer Blue Book only go back as far as 2003. A 2003 of the same description shows \$22,875.00. In my opinion, based on year model and description given to me, of trailer would be 32% of the 2003 year or \$8,006.25.

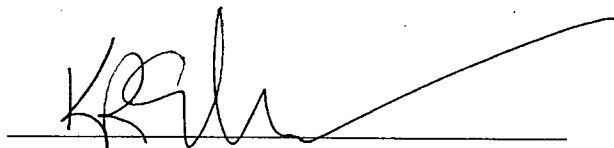


R. Wayne Geiger
Vice President

RWG:mbs



The undersigned certifies that this Record on Appeal includes all materials designated by either party for inclusion.

A handwritten signature in black ink, appearing to read 'KEBERLE', is written over a horizontal line.

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