

22574

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LAURENS COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2013-CP-30-00513

RECEIVED
MAR 17 2016
SC Court of Appeals

Kathleen Lollis and Linda Campbell Appellants/Respondents,

vs.

Lisa Dutton, Dennis Dutton, and Kelsey Dutton.....Respondents/Appellants,

RECORD ON APPEAL

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VOLUME I

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LYNN W. LANCASTER
STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS) FOR THE EIGHTH JUDICIAL CIRCUIT

Kathleen Lollis and Linda
Campbell

2015 AUG 10 A 11: 22

C.A. No.: 2013-CP-30-00513

Plaintiffs
LAURENS COUNTY
CLERK OF COURT

vs.

Lisa Dutton, Dennis Dutton,
And Kelsey Dutton

Defendants.

ORDER DENYING PLAINTIFFS' AND
DEFENDANTS' MOTIONS TO ALTER
OR AMEND

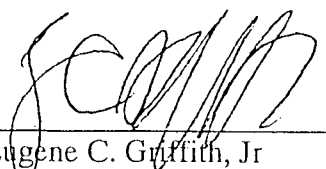
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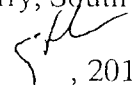
SC Court of Appeals

This matter came before the Court upon Plaintiffs' and Defendants' motions under Rule 59(e), SCRCP, to reconsider its order dated July 2, 2015. After reviewing and considering both motions, I hereby **DENY** Plaintiffs' and Defendants' Motions to Reconsider. By means of this order and this court's July 2, 2015 order, the issues raised at trial and in each party's motion to alter or amend are comprehensively addressed. Pursuant to Rule 59(f), SCRCP, this matter was decided upon briefs without oral arguments as any additional hearing would be redundant and unnecessary.

IT IS SO ORDERED.


Eugene C. Griffith, Jr.
Circuit Court Judge

Newberry, South Carolina

August , 2015

A TRUE COPY OF ORIGINAL

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

JUDGMENT IN A CIVIL CASE

LYNN W. LANCASTER
CASE NO. 2013 CP 30-0051

Kathleen Lollis and Linda Campbell

Lisa Dutton, Dennis Dutton and
Dutton

COPY

2015 JUL -6 P 12:33

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Defendant

Attorney for: Plaintiff X Defendant
orLAURENS COUNTY
CLERK OF COURT☐ 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.
- ☐ **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 PUBLIC 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.

A TRUE COPY OF ORIGINAL

Circuit Court Judge

Lynn W. Lancaster
Lynn W. Lancaster

2154
Judge Code

07/02/15
Date

LYNN LANCASTER
STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS) FOR THE EIGHTH JUDICIAL CIRCUIT

2015 JUL -6 P 12:33

Kathleen Lollis and
Linda Campbell,

Plaintiffs,

vs.

Lisa Dutton, Dennis Dutton,
And Kelsey Dutton

Defendants.

LAURENS COUNTY
CLERK OF COURT

FINAL ORDER

2013-CP-30-00513

Date of Hearing:	March 16, 17, 18 and 19, 2015
Presiding Judge:	Eugene C. Griffith, Jr.
Attorney for Plaintiff:	Elizabeth D. Medlin
Attorney for Defendant:	John R. Ferguson
Court Reporter:	Joy Holston

This case came before me as a bench trial. Present at the call of the case were the Plaintiffs with their counsel, Elizabeth D. Medlin, and the Defendants with their counsel, John R. Ferguson. The gravamen of the case concerns ownership of two tracts of land and the validity of two contracts of sale for these two tracts of land and a mobile home. Plaintiffs' claim that the documents relied upon by the Defendants are forgeries and therefore void. They are seeking to be declared the legal and equitable owners of the property. The Defendants answered and counterclaimed for enforcement of the contracts of sale and seek deeds to the land and clear title to one of the mobile homes. Clear title to one mobile home is not in dispute. After a four day bench trial, this Court makes the following findings of fact and conclusions of law. This Court has

1 *Self* 1/1

further had the opportunity to observe each witness who testified at the hearing, and to closely pass upon their credibility. This Court has weighed the testimony accordingly.

FINDINGS OF FACT:

1. The properties at issue are located in Laurens County and all of the parties are residents of Laurens County.
2. Legal title to the subject land is held in Plaintiff, Kathleen Lollis. Legal title to the trailer is in Lisa Dutton's name, subject to a lien in favor of Plaintiff, Linda Campbell.
3. Plaintiff, Kathleen Lollis is the mother of Plaintiff, Linda Campbell. Frank Lollis, now deceased, is the child of Kathleen Lollis and sibling of Linda Campbell.
4. Prior to his death, Frank Lollis had been a very successful business man who owned a business which involved moving and setting up trailers; a business grading land, hauling gravel, and installing septic tanks; and a business buying and selling land and trailers. He also operated a family owned general store with the help of the Plaintiffs. Abundant evidence was presented that he dealt in large quantities of cash.
5. Frank Lollis avoided having real and personal property in his name and often put his acquisitions in the name of his mother and others.
6. The Lollis family lawyer, John Scurry, Jr., testified he believed that Frank Lollis had a power of attorney to sign documents on behalf of his mother and that she knew he was signing on her behalf.
7. Frank Lollis frequently signed other people's signatures to documents to facilitate sales of property both real and personal. Defendant, Lisa Dutton testified that Kathleen Lollis' signature was already on her Contract of Sale when she went to John Scurry's office to sign it.
8. The Defendants presented testimony that they had a close personal relationship with Frank Lollis and did a lot of business with him. The receipts and cancelled checks presented by Defendants in support of their claim to have paid off their

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contracts are consistent with one another but differ from the handwriting exemplars of Frank Lollis submitted in evidence by the Plaintiffs.

9. Defendants' Exhibit 31 is a set of bank copies of checks from Defendant, Lisa Dutton made out to and endorsed by Frank Lollis. His endorsements on these checks differ materially from the exemplars submitted by the Plaintiffs.
10. Defendants' Exhibit 29 is a receipt signed by Frank Lollis showing that he received \$35,000.00 from Lisa Dutton. Testimony was given that Frank Lollis formally acknowledged his signature in the presence of Heather Fields, the Ware Shoals Town Clerk. She was able to confirm that Frank Lollis was the person who signed it by looking at a copy of his driver's license (Defendant's Exhibit 1). She testified that on that day that he appeared to be lucid and not under any disability. Ms. Fields stated that Frank Lollis affirmed the validity of the second receipt for \$1,400.00 paid by Lisa Dutton. I find this testimony by this neutral witness to be credible as of these payments.
- * 11. John Scurry, Jr. testified that it was his opinion that the two parcels of real estate at issue herein had been bought by Frank Lollis. The plat, (Defendants' Exhibit 9), of the real property at issue references that it was prepared for Frank Lollis.
12. Plaintiff, Kathleen Lollis testified that she did not give her son, Frank Lollis, the power to sign documents on her behalf. The Defendants presented a group of documents (Defendants' Exhibit 12) found in the public records of Laurens County Clerk of Court. These documents were recorded over a five year period. The Defendants are not parties to the documents but the documents convey or receive interests in real property in name of Plaintiff, Kathleen Lollis. Plaintiff testified that all of these documents contained forgeries of her signature. I do not find Kathleen Lollis' testimony to be credible that she was unaware or objected to Frank Lollis acting as her agent when conveying or receiving title to real property in her name.
13. The title to Defendant, Lisa Dutton's trailer has a lien in favor of Linda Campbell. (Defendants' Exhibits 49, 50, 51 and 52). Linda Campbell is nowhere in the

3 SEP 3/9

chain of its title. Linda Campbell was unable to offer any explanation for the basis for this lien (Defendants' Exhibit 45).

14. Defendants' Exhibit 21 is a bank copy of a \$700.00 check from Lisa Dutton to Frank Lollis. The check references that it is a payment on the subject land and trailer. Plaintiff, Linda Campbell testified that she had no knowledge of Lisa Dutton's claim to be buying the subject property before Frank Lollis died. She endorsed this check below Frank Lollis's endorsement and admits that she deposited it. I find her testimony not credible that she was ignorant of the sale to Lisa Dutton.
15. Plaintiffs testified that during the last year of his life that Frank Lollis was too ill to transact business. Defendants' Exhibit 21 is a check negotiated three weeks before Frank Lollis died. Plaintiff, Linda Campbell testified that she deposited the check at his request. Defendants' Exhibit 10 is the signature card for a joint account the Plaintiffs set up with Frank Lollis about two months before he died. The fact that Frank Lollis was driving within days before his death also indicates that he was healthy enough to understand and conduct his own affairs. Plaintiffs' claims to the contrary are not credible.
16. Defendants' Exhibit 20 is a copy of Frank Lollis' Healthcare Power of Attorney and Living Will. His signatures are quite different from his other signatures on many exhibits introduced at trial.
17. A mistake was made in the referencing the manufacturer and model of Lisa Dutton's trailer in the original Contract of Sale (Plaintiffs' Exhibit 2). At Frank Lollis' direction, his lawyer and others on his behalf corrected the error (Plaintiffs' Exhibit 3). It appears that Frank Lollis signed Lisa Dutton's name on the corrective document. This was confirmed by two neutral witnesses, John Scurry, Jr. and Nancy Ridley.
18. On the same day that Frank Lollis signed a receipt affirming that Defendant, Dennis Dutton had paid him in full for his land and trailer (Defendants' Exhibit 73), he signed over title to the trailer to Dennis Dutton (Defendants' Exhibit 58).
19. Plaintiffs' own expert witness authenticated the signature of Frank Lollis releasing the lien on the trailer title to Dennis Dutton (Plaintiffs' Exhibit 15).

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20. Lisa Dutton was living in her trailer long before Plaintiffs filed this action.

Documents from Laurens County Building Codes indicate that Lisa Dutton moved into her trailer not later than February 15, 2012, (Defendants' Exhibits 33-39.). Lisa Dutton changed its tax assessment status to owner-occupied residence and received a homeowner's exemption (Defendants' Exhibit 47). The Duttons' tax notices (Defendants' Exhibits 48 and 60) were mailed to them at their Cemetery Road addresses. Dennis and Kelsey Dutton testified they were living in the second trailer for about a year before the Plaintiffs filed suit.

21. The Plaintiffs have advanced the claim that Defendants could not have made the payments which they claim to have made because they did not have sufficient income. Lisa Dutton testified that she received a \$19,000.00 settlement for unpaid benefits for her Social Security disability claim. Lisa Dutton testified that she saved monthly Social Security checks given to Defendant, Kelsey Dutton for approximately nine years and then used this money with Kelsey's permission to help buy the land and trailer. Defendants also produced evidence of buying and selling personal property for profit. Lisa Dutton testified that she received a gift of \$8,000.00 from her father when he sold his business upon retirement. Lisa Dutton received \$5,000.00 and \$6,500.00 from the sale of her River Fork Martin Road properties. Dennis Dutton received \$11,000.00 from the sale of his Greenacres lots. Defendants rented and purchased numerous parcels from Frank Lollis (Defendants' Exhibit 40), including a land purchase for \$5,000.00 (Defendants' Exhibit 13), a land purchase for \$6,000.00 (Defendants' Exhibit 23) and a land purchase for \$22,000.00 (Defendants' Exhibit 11). Frank Lollis signed Contracts of Sale on behalf of Kathleen Lollis to convey land and mobile homes to Lisa Dutton for \$48,000.00 (Defendants' Exhibit 54) and for \$74,300.00 (Defendants' Exhibit 11). These documents indicate that the Defendants had financial ability to fulfill the contracts at issue herein.

22. John Scurry, Jr. testified that Frank Lollis did not hesitate to hire him to bring actions when he was selling or renting property and payments were not

5 fcdk. 5/9

received. John Scurry, Jr. testified that he never had to bring such action against the Duttons.

23. It is clear that Frank Lollis was busy at the end of life converting his large equipment and machinery into cash. Barry Adams testified that he assisted Frank Lollis in selling several pieces of large machinery and equipment for substantial money. He testified further that he believed Frank Lollis used this cash to purchase homes for his two nieces.
24. I find that Frank Lollis' practice of not titling property in his name and liquidating of his large equipment prior to his death to be credible. This business practice is consistent with the small size of his estate at his death.
25. The Plaintiffs and the Defendants presented positions which are directly opposed to one another, so resolving the differences in the evidence required assessing the credibility of the parties. Having observed the parties and the witnesses, I find that the Defendants have greater credibility than the Plaintiffs.
26. The Defendants signed valid contracts with Frank Lollis, who was acting as an authorized agent for his mother, Kathleen Lollis. Defendants fulfilled their obligations under Contracts of Sale and are entitled to clear titles to the land and trailer at issue, including the cancellation of the lien in favor of Linda Campbell.
27. Defendants proved that they overpaid for the subject property by \$850.96 for which they are entitled to a refund.

CONCLUSIONS OF LAW:

28. Jurisdiction and venue are properly before this court.
29. Frank Lollis was at all times relevant to this case acting as the authorized agent for the Plaintiffs in his dealing with the Defendants. "The rule is that the principal is responsible for the acts of his agent done within the scope of his authority, real or apparent." Hiller v. Bank of Columbia, 96 S.C 74, 79 S.E. 889, 902 (1913). Frank Lollis's dealing with the Defendants was within the scope of his authority. The relationship of agency need not depend upon express appointment and acceptance but may be implied from the words and conduct of the parties and the circumstances of the particular case. City of Greenville v.

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Washington Am. League Baseball Club, 205 S.C. 495, 32 S.E.2d 777 (1945). See 21 S.C. Digest2d "Principal & Agent", s14(1), pp.224-5. Even if there had not been an express agency, "The law creates the relationship of principal and agent if the parties in the conduct of their affairs actually place themselves in such position as requires the relationship to be inferred by the courts, and if from the facts and circumstances of the particular case it appears that there was at least an implied intention to create it, the relation may be held to exist, notwithstanding the denial by the alleged principal and whether or not the parties understood it to be an agency." Nationwide Mut. Ins. Co. v. Prioleau, 359 S.C. 238, 242, 597 S.E.2d 165 (Ct. App. 2005), quoting Crystal Ice Co. of Columbia v. First Colonial Corp., 273 S.C. 306, 309, 257 S.E.2d 496 (1979). The facts here require that the agency relationship be inferred. "[W]here the owner of property clothes another with apparent title or power of disposition, and thus induces innocent purchasers to buy, they will be protected from an action for conversion, not upon the title or authority of the party from whom they buy, but from the act of the owner, who is estopped from disputing as against them the title or power which he allowed to appear to be vested in the party making the sale. 18 AmJur2d "Conversion", s73, p. 203. Plaintiff Kathleen Lollis clothed Frank Lollis with apparent authority to dispose of property titled in her name. "Where a principal clothes its agent with apparent authority to act in a certain capacity, it is bound by all the acts of such agent within the scope of such authority." Moore v. Pilot Life Insurance Co., 205 S.C. 474, 487, 32 S.E.2d 757 (1945).

30. Even if the Plaintiffs had been ignorant of all the things Frank Lollis did on their behalf over many years (and I do not find that they were), "[Where] agency is established and there is a wrong committed by the agent, [the] principal must ordinarily bear the loss whether the agency is actual or apparent; and equity intervenes under rule [that] where one of two innocent persons must suffer, he who brings about the loss must bear it." Spence v. Spence, 368 S.C. 106, 127, 628 S.E.2d 869 (2006). See also City Lumber Co. v. National Surety Corp., 229 S.C. 115, 121, 92 S.E.2d 128 (1956). I find that the Defendants acted in good

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faith and with reasonable prudence in entering into the Contracts of Sale and the Plaintiffs are estopped to void these contracts. "The apparent authority of an agent results from conduct or other manifestations of the principal's consent whereby third persons are justified in believing the agent is acting within his authority. [citation omitted]

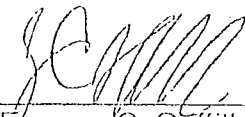
31. By accepting the benefits of the contracts and taking no action to rescind them while Frank Lollis was alive, the Plaintiffs have ratified those contracts and waived any right to object to them. "The right to rescind a contract may be lost, as where there is ratification or waiver. The ratification may be expressed or implied, and the right to rescind for any breach is lost where the breach has been waived by the injured party. Even the right to rescind for fraud or misrepresentation may be waived." 17 AmJur2d "Contracts" s489, p. 960. Having accepted the benefits of the contracts of sale through their agent, Plaintiffs are estopped to retain title to the subject property.
32. In regard to the declaratory judgement action brought by the Plaintiffs: I find that the Defendants have valid and enforceable rights under the contracts of sale herein.
33. Plaintiff, Kathleen Lollis has breached her Contracts of Sale with the Defendants and they have been injured from the breach by her failure to convey title to the two tracts of land.
34. In regard to the declaratory judgement action brought by the Plaintiffs: I find that the Defendants have valid and enforceable rights under the contracts of sale herein.
35. All other causes of action filed by Plaintiffs are dismissed.
36. I find that the Defendants have proved that the Plaintiffs breached the contracts of sale and are entitled to specific performance.
37. All other causes of action of the Defendants are dismissed.
38. Attorney fees are denied to both Plaintiff and Defendants.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

39. Plaintiffs shall immediately convey the subject land and mobile home to Defendants in accordance with the Contracts of Sale;

8 J.E.H. 8/9

40. Plaintiffs shall immediately remove and release any liens on Defendants' title to their land and mobile homes;
41. Defendant's overpaid Plaintiffs by \$850.96. Defendants are entitled to a prompt refund in this amount from Plaintiffs;
42. All other causes of action are dismissed;



Eugene C. Griffith, Jr.
Presiding Judge

Newberry, SC
July 2nd, 2015

A TRUE COPY OF ORIGINAL
Eugene W. Lancaster
Lynn W. Lancaster
Laurens County COOP & GS

9 SEDH 9/9

State of South Carolina)

_____ Court of General Sessions

County of Laurens)

X Court of Common Pleas

Kathleen Collis, et. al.)

vs. (E. Medlin))

Bench Order

Lisa Dutton, et. al.)

(S. Ferguson))

Cas#t: 13-CP-30-513

Date of Hearing: 1/1

Plaintiff filed a Motion for the
Defendant's to post Bond. This Motion
is denied as there is no authority for
this Court to do so especially in light
of the fact that the Court previously denied
the Plaintiff's request for a TRO.

Defendant filed a Motion to Compel
Answers to certain Requests to Admit. This
Motion is granted conditioned upon the
Defendant being more specific as to
any instances of Plaintiff's authorizing Hank
Collis to sign their names to certain legal documents.
The Plaintiff shall have the right to object
at trial as to this evidence, if any, on
relevancy or other grounds.

Laurens, SC

1-22-15

Donald B. Hocker
Circuit Court Judge

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013 CP-30-513

Kathleen Lollis and Linda Campbell

Lisa Dutton, Dennis Dutton and Kelsey Dutton

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Judge

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ 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.

Circuit Court Judge

2159
Judge Code

3/14/14
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of MARCH, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of MARCH, 2014 to attorneys of record or to parties (when appearing pro se) as follows:

Elizabeth Dyal Medlin

John R. Ferguson

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: TARA SCOTT

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.

Regarding Defendant's discovery motion, the court finds that he has complied with the rules, and D's are encouraged to depose his witnesses if further information is sought. Concerning his motion, both attys will inform the other side as their fees mount. This will be done in \$500 increments. D's will need to account for the source of the funds which they maintain were used to purchase the property. Accordingly, D's shall provide documentation regarding this income or funds - be it via gift, inheritance, wages, disability, governmental benefits, etc.

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

IN THE COURT OF COMMON PLEAS S. COUNTY
EIGHTH JUDICIAL CIRCUIT
2013-CP-30-513

Kathleen Lollis and Linda Campbell,)

Plaintiffs,)

vs.)

Lisa Dutton, Dennis Dutton and)
Kelsey Dutton,)

Defendants.)

**AMENDED
SUMMONS**

2013 SEP 11 P 1:31

LAURENS COUNTY

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY summoned and required to Answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer this Complaint upon the subscriber at Post Office Box 876, 1027 West Main Street, Laurens, South Carolina 29360, within thirty (30) days after the service hereof, exclusive of the date of such service. If you fail to Answer the Amended Complaint within that time, the Plaintiff shall preceed in default proceedings against you and shall apply to the Court of the relief demanded in the Amended Complaint.

TO: INFANT(S) OVER FOURTEEN YEARS OF AGE (AN IMPRISONED PERSON), appointment of a Guardian ad Litem to represent you in this action within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

TO: INFANT(S) UNDER FOURTEEN YEARS OF AGE (INCOMPETENT OR INSANE) AND TO, (GENERAL OR TESTAMENTARY GUARDIAN) (COMMITTEE) WITH WHOM (S)HE (THEY) RESIDE:

YOU ARE FURTHER summoned and notified to apply for the appointment of a Guardian ad Litem to represent said infant(s) under fourteen (14) years of age (said incompetent or insane person) within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff(s) herein.

(Signature page following)

Elizabeth D. Medlin

Elizabeth Dyal Medlin, SC Bar# 76126

Medlin Law Firm, LLC

P.O. Box 876

Laurens, SC 29360

Attorney for Plaintiffs

Dated: September 6, 2013
Laurens, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

IN THE COURT OF COMMON PLEAS, COUNTY
EIGHTH JUDICIAL CIRCUIT
2013-CP-30-513

2013 SEP 11 P 1:33

BY J. LANCASTER

Kathleen Lollis and Linda Campbell,)

Plaintiffs,)

vs.)

**AMENDED
COMPLAINT**

Lisa Dutton, Dennis Dutton and)
Kelsey Dutton,)

Defendants.)

JURISDICTION

The Plaintiffs, complaining of the Defendants, would show unto this Honorable Court, that:

1. The Plaintiff, Kathleen Lollis, (hereinafter "Plaintiff Lollis") is a citizen and resident of Laurens County, South Carolina and has been so for more than one (1) year prior to the commencement of this action. The Plaintiff, Linda Campbell, (hereinafter "Plaintiff Campbell") is a citizen and resident of Laurens County, South Carolina and has been so for more than one (1) year prior to the commencement of this action.

2. The Defendants, Lisa Dutton, Dennis Dutton and Kelsey Dutton, are all citizens and residents of Laurens County, South Carolina and have been so for more than one (1) year prior to the commencement of this action.

3. The real property and personal property at issue in this action is situated in Laurens County, South Carolina.

4. This Court has jurisdiction over the parties and subject matter of this action. Further, the matter in controversy is in excess of ten thousand dollars (\$10,000).

VENUE

5. Venue is proper in Laurens County, South Carolina pursuant to S.C. Code Ann. § 15-7-10.

FACTUAL BACKGROUND

6. Plaintiff Lollis is the legal owner and title holder of real and personal property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692 (hereinafter referred to as "property" and/or "properties"). The property at issue includes two tracts of land situated on and described by the addresses herein and also includes two mobile homes, one currently located on each piece of land, and any other structures thereon. Both properties are located in Laurens County, South Carolina. Further, Plaintiff Campbell is the owner of the mobile home situated on said real property, 1032 Cemetery Road, Ware Shoals, South Carolina by virtue of a Certificate of Title for same.

7. Plaintiffs have not made any legal or equitable transfer of either piece of property stated herein, nor have they intended to transfer title to the properties at any time. Further, Plaintiffs have not consented to the Defendants occupying and/or having any interest in said properties. Plaintiffs have not received any monetary payment of any sort from Defendants, directly or indirectly, related to said property. Plaintiffs have notified Defendants that they are in possession of said property without the consent or permission of Plaintiffs yet Defendants refuse to vacate the property. In addition, Defendants have knowingly and intentionally executed and presented fraudulent and fallacious documents to be filed with the real property records of Laurens County, South Carolina.

8. Defendants have maliciously, fraudulently and unfairly prejudiced Plaintiffs and caused monetary, pecuniary and emotional damages to Plaintiffs. Plaintiffs are informed and believes that Defendants have intentionally taken actions to defraud Plaintiff of her property.

FIRST CAUSE OF ACTION (TEMPORARY RESTRAINING ORDER)

9. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 8 as if set forth herein verbatim.

10. Plaintiff Lollis is the legal owner of real and personal property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692. Further, Plaintiff Campbell is the title owner of the mobile home situated on 1032 Cemetery Road, Ware Shoals, South Carolina. Defendants are occupying said properties without the permission of Plaintiffs. No landlord/tenant or other type of relationship, legal or otherwise justifying occupation of the property, exists between Plaintiffs and Defendants.

11. Plaintiffs are informed and believes that they are entitled to a temporary restraining order due to the immediate and irreparable injury, loss and damage that Plaintiffs are suffering due to Defendants' unauthorized possession of Plaintiffs' property. Plaintiffs are being prevented from using their own property for their purposes. In the meantime, Defendants are attempting to possess and use Plaintiffs' property without having any financial or legal responsibility for the same. Further, Plaintiffs, through counsel, have made several efforts to notify Defendants of this request yet Defendants refuse to vacate said property. Defendants' unauthorized occupation and possession of the subject property deprives Plaintiffs of use of their property and its resources, as well as unreasonably and unwillingly subjects Plaintiffs to potential liability for and related to Defendants' use of the property.

12. Plaintiffs seek a restraining order preventing Defendants from occupying or in any way using, or attempting to use, and/or damaging and committing waste upon Plaintiffs' property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692.

SECOND CAUSE OF ACTION

(INJUNCTIVE RELIEF – TEMPORARY AND PERMANENT)

13. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 12 as if set forth herein verbatim.

14. Plaintiffs are informed and believes that they are entitled to both temporary and permanent injunctive relief against Defendants as relates to the real property referenced herein located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692. That Plaintiffs seeks injunctive relief whereby the Court orders that Defendants cannot possess, use, or attempt to possess, use or occupy, and/or damage or commit waste upon, Plaintiffs' property described herein.

15. Specifically, Plaintiffs are suffering irreparable harm due to Defendants' conduct and use of Plaintiffs' property. Defendants refuse to vacate Plaintiffs' property and therefore they are preventing Plaintiffs from being able to use and profit from their own property. Plaintiffs are further prevented from being able to access their own property given Defendants' continued conduct and possession. If Defendants are continued to remain in possession of Plaintiffs' property pending a final resolution of this matter, then Plaintiffs are severely and irreparably harmed because she cannot use her real property as a landowner should be allowed. Further, Defendants' unauthorized occupation and possession of the subject property deprives Plaintiff Lollis of use of the property and its resources, as well as unreasonably and unwillingly subjects Plaintiffs to potential liability for and related to Defendants' use of the property.

16. In addition, there is a likelihood of success by Plaintiffs on the merits in this action. Plaintiffs can prove that they have not entered into a contract or agreement with Defendants to allow them possession or any interest in said property. Further, Defendants have executed and produced fraudulent documents related to the property at issue, which Plaintiffs will be able to prove were not executed by Plaintiffs or any person

authorized to do so on her behalf. In addition, Plaintiffs will prove that she has not received any sum of money from Defendants that would allow Defendants any legal claim or any rights to the property at issue.

17. Lastly, Plaintiff believes that given the nature of the allegations made by Defendants, that this injunction is needed insofar as there is an inadequate remedy at law and intervention by the Court is necessary at this point to protect Plaintiffs' interests.

THIRD CAUSE OF ACTION (DECLARATORY JUDGMENT/RELIEF)

18. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 17 as if set forth herein verbatim.

19. Pursuant to *S.C. Code Ann. §§ 15-53-10, et seq.*, Plaintiffs requests that this Court inquire into the controversy that exists among the parties and determine the respective rights of the parties, specifically, to order that Plaintiff has all legal, and equitable where applicable, rights and title to the real property in dispute that is currently occupied by Defendants without the permission of Plaintiff. Additionally, Plaintiffs request that the Court determine ownership of certain personal property located thereon, including but not limited to the two mobile homes located on the real property at issue.

20. Plaintiff Lollis contends that she is the sole owner of the real property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692. Defendants are occupying Plaintiff's property without the consent of Plaintiff. Plaintiff seeks that the Court order Defendants to immediately vacate said property and to determine by an order that Plaintiff's deed, which was filed with the Laurens County Clerk of Court on June 15, 1999, Deed Book 468, Page 28, is the only valid and legal title to the property at issue. Further, for an order that Plaintiff Campbell is the sole owner of the mobile home situated on 1032 Cemetery Road, Ware Shoals, South Carolina. Further, Plaintiffs seek a judgment that Defendants have no legal or equitable claim or interest in said property belonging to Plaintiffs.

FOURTH CAUSE OF ACTION (QUIET TITLE)

21. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 20 as if set for the herein verbatim.

22. Plaintiff Lollis is the sole legal owner of the real property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 (tax map number 028-00-00-061) and 1046 Cemetery Road, Ware Shoals, South Carolina 29692 (tax map number 028-00-00-073). The Title to Real Estate transferring the property at issue to Plaintiff Lollis was signed on June 15, 1999 and filed with the Laurens County, South Carolina Clerk of Court's office on June 15, 1999. Said deed is recorded and indexed at Deed Book 468, Page 28 and is incorporated herein by reference.

23. The Title referenced in paragraph 22 hereinabove is the only proper and recorded Title in existence. Therefore, Plaintiff Lollis is the legal owner of the property occupied by Defendants. Plaintiff Lollis has provided notice to Defendants that they must vacate said property yet Defendants refuse to do so.

24. Plaintiff Lollis has not transferred the property referenced herein to Defendants. Further, Plaintiff Lollis has not consented to any third party to do so on her behalf and no one has been authorized to do so. Defendants have knowingly, without authorization, and/or fraudulently, executed and filed documents in the Laurens County public records which cloud the Title to Plaintiff's property.

25. Plaintiff Lollis seeks an order of this Court to quiet title as relates to the real property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692. Plaintiff Lollis seeks an order of this Court extinguishing any potential rights, legal or equitable, that may be claimed by Defendants as relates to said property and confirming that Plaintiff Lollis is the sole owner of the property.

FIFTH CAUSE OF ACTION (TRESPASS)

26. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 25 as if set for the herein verbatim.

27. Plaintiff Lollis is the owner of the property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692. Further, Plaintiff Campbell is the sole owner of the mobile home situated at 1032 Cemetery Road, Ware Shoals, South Carolina 29692. Defendants' intentional entry on said property is without Plaintiffs' permission. Defendants have interfered with Plaintiffs' right to exclusive and peaceful possession of her property. Defendants are fully aware of Plaintiffs' demand for them to vacate the property at issue.

28. Plaintiffs seek an order of this Court against Defendants for their trespass upon Plaintiffs' property without Plaintiffs' permission. Plaintiffs seek compensatory damages from Defendants as well as punitive damages insofar as Defendants' refusal to vacate the property has been willful, wanton, and in reckless disregard for Plaintiffs' rights.

SIXTH CAUSE OF ACTION (FRAUD/CONSTRUCTIVE FRAUD/FRAUD AND MISREPRESENTATION)

29. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 28 as if set for the herein verbatim.

30. Plaintiffs are informed and believes that Defendants have acted fraudulently based upon their misrepresentations. Defendants have presented documents, and filed the same in the public records, related to the property at issue herein, and such materially misrepresents the legal status of the property owned by Plaintiffs described herein, which the Defendants knew or should have known were false, and therefore the Defendants have knowingly acted with a reckless disregard for the truth.

31. Defendants have participated in preparing and/or producing documents related to the property at issue to the Court and the Laurens County Clerk of Court for filing, which Defendants know are false. Defendants did so with the intent that the representation be acted upon by attempting to pursue an interest, legal or otherwise, in Plaintiffs' property. Defendants used said misrepresentations, filed and published in the public record in Lauren's County, in an effort to have Plaintiffs and the general public act based upon their lack of knowledge of its falsity and their reliance of its truth, as a valid legal document. Defendants' actions have thereby proximately caused injury to the Plaintiffs, including but not limited to the deprivation of her property rights

32. Defendants' acted knowingly, recklessly, and with a conscious disregard for Plaintiffs' rights. As such, Plaintiffs are entitled to an award against Defendants for both actual and punitive damages.

SEVENTH CAUSE OF ACTION (CIVIL CONSPIRACY)

33. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 32 as if set forth herein verbatim.

34. Plaintiffs believe that Defendants have committed civil conspiracy against Plaintiffs. Specifically, Plaintiffs would show that Defendants together, and in conjunction with others, a combination of two or more persons, who have acted for the purpose of injuring the Plaintiffs, and have caused special damages to Plaintiffs.

35. Defendants are all related by blood or marriage and all have a like interest in their conduct to attempt to illegally take Plaintiffs' real property and personal property from them because Defendants desire to continue to possess and use Plaintiffs' property without payment to Plaintiffs and without Plaintiffs' permission.

36. Defendants have worked in concert with one another, as well as others, to conspire against Plaintiffs without their knowledge to take her property, which has caused and will continue to cause injury to Plaintiffs. Defendants have prevented Plaintiffs from having the use, benefit and possession of her own

property. Each Defendant has worked in concert with other Defendant(s) and/or individuals to take and occupy property belonging to Plaintiffs. Plaintiffs' special damages including but not limited to, a decrease in the market value of Plaintiffs' property at issue; the loss of the potential lease value for Plaintiffs while Defendants continue to occupy said property; emotional damages, as well as costs, expenses, and attorneys' fees associated with recovery of the subject property.

37. Defendants have acted knowingly and with actual malice and reckless disregard for the property rights of the Plaintiffs. As such, Plaintiffs are entitled to an award against Defendants for her special damages, including actual damages, as well as punitive damages.

EIGHTH CAUSE OF ACTION (SLANDER OF TITLE)

38. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 37 as if set for the herein verbatim.

39. Plaintiff Lollis is informed and believes that Defendants have published false statements, both oral and written, that are derogatory to Plaintiff's title to the real property located at 1032 Cemetery Road and 1046 Cemetery Road, Ware Shoals, both of which are located in Lauren County, South Carolina. Defendants have slandered Plaintiff's title to said property with malice, and therefore have diminished the value of the property to third parties and further caused special damages to Plaintiff Lollis as a result, including but not limited to affecting the value of Plaintiff's land, attorney's fees and litigation costs to counter such publication.

40. Plaintiff Lollis would show that Defendants have disseminated to third parties false statements and documents related to ownership and title of Plaintiff's property referenced herein. Defendants have published false statements to third parties alleging a claim in ownership or interest in Plaintiff's real property, which have been made knowingly, with malice, and with reckless disregard for the rights of Plaintiff Lollis.

41. Defendants have acted knowingly and with actual malice and reckless disregard for the property rights of the Plaintiff Lollis. As such, Plaintiff Lollis is entitled to an award against Defendants for her special damages, including actual damages, as well as punitive damages.

NINTH CAUSE OF ACTION (CONVERSION)

42. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 41 as if set for the herein verbatim.

43. Defendants have converted property for their own use that is owned by Plaintiffs, located at 1032 Cemetery Road and 1046 Cemetery Road in Ware Shoals, South Carolina, specifically two mobile homes, without the Plaintiffs' permission thereby causing damage to Plaintiffs in the amount, at the very least, of the total value of the property itself, including but not limited to market value and lease value..

44. Defendants obtained possession of the property at issue, belonging to Plaintiffs, absent Plaintiffs' permission. Defendants have exercised, or attempted to exercise, ownership over the property of Plaintiffs without the authorization of Plaintiffs to do so, and in an attempt to exclude Plaintiffs from being able to exercise her true ownership rights. Plaintiffs have demanded that Defendants vacate said property yet they refuse to do so.

45. Plaintiffs seek actual and punitive damages as a result of Defendants reckless and willful actions in interfering with Plaintiffs' property rights.

TENTH CAUSE OF ACTION (INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS/OUTRAGE)

46. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 45 as if set for the herein verbatim.

47. Defendants have intentionally caused severe emotional distress to Plaintiffs. Defendants' conduct has been so extreme and outrageous that it exceeds all bounds of decency. Further, Defendants have

and continue to direct this outrageous behavior at Plaintiffs and no reasonable person could be expected to endure said distress. As a result, Plaintiffs have suffered damages due to the intentional infliction of emotional distress by Defendants upon Plaintiffs.

48. Plaintiff Lollis is an elderly citizen and has been forced to deal with the intentional deceitful actions of the Defendants while also dealing with the grief of recently losing her son to cancer, to which Defendants have attempted to use to their benefit. Further, Defendants have previously been informed by Plaintiff that she did not want to have any dealings with Defendants yet they continue to harass her and cause emotional and mental distress to Plaintiff by attempting to wrongfully take property belonging to Plaintiff. In addition, Plaintiff Campbell, the daughter of Plaintiff Lollis, has also been forced to deal with the intentional deceitful actions of the Defendants.

49. Defendants have acted unreasonably, intentionally and in bad faith without justification. As such, Plaintiffs are entitled to an award against Defendants for both actual and punitive damages.

WHEREFORE, Plaintiffs pray as follows:

1. For an order granting a temporary restraining order described hereinabove against Defendants preventing all Defendants from occupying or in any way using, attempting to use, or causing waste upon Plaintiffs' property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery Road, Ware Shoals, South Carolina 29692.

2. For an order granting injunctive relief, temporarily and permanently, to Plaintiffs thereby ordering that Defendants cannot possess, use, or attempt to possess, use or occupy, Plaintiff's property described herein.

3. For a declaratory judgment that Plaintiff is the sole owner of the real property at issue and that Plaintiff's title is clear and free from claims by any third parties, including Defendants.

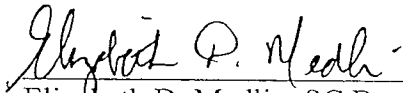
4. For an order granting Plaintiffs monetary and special damages from the

Defendants in an amount determined appropriate by the Court based upon the causes of action stated hereinabove and relief sought by Plaintiffs.

5. For an award of punitive damages from Defendants in an amount to be determined by the Court based upon Defendants' willful, wanton and reckless disregard for Plaintiffs' rights.

6. For an order requiring Defendants to pay all attorney's fees, court costs and expenses, including but not limited to expert fees, incurred by Plaintiffs as a result of this action and as a result of the misconduct of Defendants.

7. For such other and further relief as the Court may deem just and proper.



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Attorney for Plaintiffs

September 6, 2013
Laurens, SC

STATE OF SOUTH CAROLINA
COUNTY OF LAURENS
2013 OCT -1 A 11:28

IN THE COURT OF COMMON PLEAS
Eighth Judicial Circuit

Kathleen Lollis and,)
Linda Campbell,)
vs.)
Lisa Dutton, Dennis Dutton,)
and Kelsey Dutton,)
Defendants)

ANSWER AND COUNTERCLAIMS

2013-CP-30-513

In response to the Amended Complaint herein, the Defendants would show:

FOR AN ANSWER

1. Any allegation not admitted or qualified is denied.
2. Paragraphs 1, 2, 3, 4 and 5 are admitted.

3. As to Paragraph 6 it is admitted that Plaintiff Lollis is the holder of legal (but not equitable) title to the subject real estate. The balance of the paragraph is denied. The Defendants would further show that Plaintiff Campbell may be a third party beneficiary of the property transfers at issue.

4. As to Paragraphs 7, it is admitted that the Plaintiffs have not made any legal transfer of title and have not consented to Defendants' occupancy of Defendants' property. The balance of the paragraph is denied.

5. Paragraph 8 is denied.

6. As to Paragraph 10, it is denied that Plaintiff Lollis is the equitable owner of the subject property, that Defendants do not have title to their mobile homes, and that the Defendants have no right to occupy the subject real and personal property. The

Defendants move that the allegation of personal property owned by Plaintiff Lollis be made more definite and certain.

7. Paragraph 11 is denied, and the Defendants would further show that the Court has already determined that Plaintiffs are not entitled to a temporary restraining order and that this is the law of the case.

8. As to Paragraph 12, the pleadings speak for themselves.

6. Paragraphs 14, 15, 16 and 17 are denied, and this Court has already denied Plaintiff's request for a temporary restraining order.

7. Defendants join in the request for a declaratory judgment concerning who owns what. The balance of Paragraph 19 is denied.

8. Paragraph 20 is denied on the bases stated above. The Defendants do not need Plaintiffs' consent to occupy Defendants' property.

9. Plaintiff Lollis holds legal title to the realty at issue, but Defendants Lisa and Dennis Dutton have equitable title by virtue of having bought the property. Though Defendants have fulfilled their part of the bargain, Plaintiffs have wrongfully failed and refused to convey their property to them.

10. It is admitted that Plaintiff Lollis has wrongfully refused to transfer title of the disputed property to Defendants. The balance of Paragraph 24 is denied.

11. As to Paragraph 25, the Complaint speaks for itself concerning what relief is sought. The Plaintiff is not entitled to this relief.

12. Paragraph 27 is denied on the bases stated above, and Plaintiff Lollis has wrongfully refused to deed to Defendants Lisa and Dennis Dutton the property they paid for and has interfered with their right to quiet enjoyment of their property.

13. As to Paragraph 28, the Complaint speaks for itself concerning what relief is sought. The Plaintiff is not entitled to this relief.

14. Paragraphs 30, 31 and 32 are denied.

15. Paragraphs 34, 35, 36 and 37 are denied, except that Defendants are related.

16. Paragraphs 39, 40 and 41 are denied.

17. Paragraphs 43 and 44 are denied, except that Defendants have refused the Plaintiffs' wrongful demand that they vacate their own property.

18. As to Paragraph 45, the Complaint speaks for itself concerning what relief is sought. The Plaintiff is not entitled to this relief.

19. Paragraphs 47, 48 and 49 are denied.

20. Paragraphs 9, 13, 21, 26, 29, 33, 38, 42 and 46 are denied to the extent stated hereinabove.

FOR A FIRST DEFENSE (LACHES)

22. The preceding allegations are incorporated herein by reference.

23. Defendants Lisa and Dennis Dutton have been openly living on the subject real property for more than two years and making mortgage payments in accordance with their recorded Contracts of Sale. Defendant Kelsey Dutton has been openly living on the other

parcel for a year. The Plaintiffs live in proximity to the subject property and had actual notice of Defendants' occupancy of the subject property.

24. Upon information and belief, Plaintiffs have accepted the benefit of the parties' bargain by accepting their payments.

25. Plaintiffs' agent for handling the transaction between the parties was their relative, Frank Lollis, who would be an important witness in this case.

26. Plaintiffs deliberately waited until the death of Frank Lollis to bring this action, and Defendants have been prejudiced by this.

27. Plaintiffs deliberately waited until Lisa and Dennis Dutton had completed making their payments for the subject property before bringing this action, and Defendants have been prejudiced by this.

28. The Plaintiffs' unreasonable neglect and delay in bringing this action though they were able to do so and the Defendants' detrimental reliance upon their equitable title bar this action.

FOR A SECOND DEFENSE (ESTOPPEL)

29. The preceding allegations are incorporated herein by reference.

30. The Plaintiffs through their agent Frank Lollis accepted the benefit of the parties' Contracts of Sale and are thereby estopped to retain title and not to convey the property for which they have received the consideration.

FOR A THIRD DEFENSE (ADOPTION AND RATIFICATION)

31. The preceding allegations are incorporated herein by reference.

32. After Frank Lollis received payments from Defendants pursuant to the contracts of sale herein, Plaintiffs shared in and benefitted from this consideration.

33. Plaintiff Lollis was present when some payments were made to Frank Lollis as her agent and made no protest until after Frank Lollis had died.

34. Plaintiffs have therefore ratified the contracts of sale and confirmed that Frank Lollis was their agent regarding these transactions.

35. Plaintiffs should be estopped to deny Frank Lollis' agency and the validity of the contracts.

FOR A FIRST COUNTERCLAIM (BREACH OF CONTRACT)

36. The preceding allegations are incorporated herein by reference.

37. As may be seen from the attached Exhibit A, on October 20, 2011 the Plaintiff Lollis, personally and through her agent, and Defendant Lisa Dutton entered into a Contract of Sale concerning the subject real estate. This contract gave her the right of immediate possession, which she exercised. The parties amended this contract on January 4, 2012 as may be seen from the attached Exhibit B.

38. On December 17, 2012 Plaintiff Lollis (personally and through her agent), Frank Lollis and Defendant Dennis Dutton entered into a Contract of Sale (Exhibit C) concerning the subject

real estate. This contract gave him the right of immediate possession, which he exercised by placing his daughter Kelsey Dutton on the property.

39. Lisa Dutton and Dennis Dutton have paid the required consideration and are entitled to general warranty deeds to their real property and title to the subject mobile homes free of all liens and encumbrances.

40. Lisa Dutton and Dennis Dutton have demanded that Plaintiffs execute and deliver the required deeds and unencumbered mobile home titles but they has wrongfully failed and refused to do this.

41. Plaintiffs have breached the contracts with the named Defendants, and Defendants have been injured as a result. They are entitled to specific performance or the return of their consideration with pre-judgment interest with all consequential damages.

FOR A SECOND COUNTERCLAIM (ABUSE OF PROCESS)

42. The preceding allegations have been incorporated herein by reference.

43. The Plaintiffs have recklessly and maliciously launched and continued this action knowing it to be groundless.

44. As a result of Plaintiffs' baseless action, the Defendants have been injured and forced to procure counsel and pay other expenses associated with this case.

45. The Defendants are entitled to compensation for Plaintiffs' abuse of process and to exemplary damages.

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P.6

FOR A THIRD COUNTERCLAIM (SLANDER OF TITLE)

46. The preceding allegations are incorporated herein by reference.

47. The Plaintiff and her relatives have published false statements, both oral and written, which are in derogation of Defendants' title to the subject real property.

48. Plaintiffs have maliciously slandered Defendants' title to the subject property and have thereby diminished the value of the property to third parties.

49. Plaintiffs have published to third parties false statements related to ownership and title to the subject property and falsely alleged to them that Defendants have no ownership interest in the subject property. These statements have been made knowingly, with malice and with reckless disregard of Defendants' rights.

50. Defendants have been injured by Plaintiffs' slander of their title and are entitled to actual and punitive damages. They are further entitled to special damages, including but not limited to attorney's fees and litigation costs to respond to this negligent, malicious and reckless invasion of their rights.

FOR A FOURTH COUNTERCLAIM (CIVIL CONSPIRACY)

51. The preceding allegations are incorporated herein by reference.

52. Frank Lollis was the son of the Plaintiff Lollis and the brother of Plaintiff Campbell, and while he was alive he handled much of their business for them as their agent.

53. If the Plaintiff's allegations were true, the Plaintiffs conspired with Frank Lollis and possibly with others and worked in concert with one another for the purpose of injuring the Defendants.

54. Frank Lollis was paid all of the consideration for the subject real and personal property but placed it in Plaintiffs' names in furtherance of their conspiracy.

55. Frank Lollis induced the Defendants Lisa and Dennis Dutton to enter into the contracts on Plaintiffs' behalf. He represented to them that his mother and his sister, the Plaintiffs, wanted to sell the subject property to them and that their signature was on the contracts at issue.

56. Frank Lollis induced the Defendants to make substantial payments to him pursuant to the contracts of sale, and Plaintiffs were aware of and benefitted from these payments.

57. As a result of the Plaintiffs' willful and reckless civil conspiracy, the Defendants have suffered injury and are entitled to actual and punitive damages.

FOR A FIFTH COUNTERCLAIM (FRAUD/NEGLIGENT MISREPRESENTATION)

58. The preceding allegations are incorporated herein by reference.

59. If the material representations of Frank Lollis in the recorded contracts of sale and the receipts and his accompanying oral representations were false, he knew it or made his representations on behalf of Plaintiffs in reckless disregard of their truth or falsity. Plaintiffs kept silent when they had a duty to speak.

60. Frank Lollis and Plaintiffs intended that his representations be acted upon by Defendants, who did not know of the statements' falsity; and they rightfully relied upon them.

61. Frank Lollis made his representations with the actual or constructive knowledge of Plaintiffs and with their actual or constructive consent, and they benefitted from the misrepresentations.

62. As a proximate consequence of Defendants' reliance upon Plaintiffs' fraudulent or negligent misrepresentations through her agent and co-conspirator, Frank Lollis, and Plaintiffs' failure to speak when they had an obligation to do so, the Defendants have been injured and are entitled to actual and punitive damages.

FOR A SIXTH COUNTERCLAIM (STATUTE OF ELIZABETH)

63. The preceding allegations are incorporated herein by reference.

64. After Frank Lollis paid the consideration for the purchase of the subject property, it was placed in the Plaintiffs' names.

65. If the allegations of the Complaint are deemed to be true, title was placed in Plaintiffs' names for the purpose of facilitating deception of purchasers.

66. Frank Lollis with Plaintiffs' actual or constructive knowledge entered into contracts of sale with the Defendants concerning this property.

67. Frank Lollis was Plaintiff Lollis's son and the brother of Plaintiff Campbell.

68. After Defendants paid their consideration and thereby became Plaintiffs' creditors, the Plaintiffs refused to honor the contracts of sale and filed suit against the Defendants to deprive them of the benefit of their bargains.

69. The Plaintiffs' agreement with Frank Lollis about how title to the land and the mobile homes should be held was for the intent and purpose of delaying, hindering and defeating the conveyance of the subject property and the mobile homes.

70. After Frank Lollis's death, Plaintiffs in combination with other relatives, transferred his remaining assets to themselves and did not open an estate so that creditors could make claims.

71. The Defendants have been injured as a result of the Plaintiff's violation of the Statute of Elizabeth and are entitled to specific performance of their contracts and to damages, including return of their consideration with pre-judgment interest.

WHEREFORE, the Defendants prays for an order of this Court granting them:

a) dismissal of the Amended Complaint herein, except for a declaratory judgment upholding their rights;

b) specific performance of their contracts to purchase the subject property or return of their consideration with pre-judgment interest;

c) actual, punitive and special damages;

d) a reasonable fee for their attorney and the costs of this action;

e) the addition of the Frank Lollis Estate as a necessary party Plaintiff and

f) such other and further relief as may be just and proper.

COX, FERGUSON & WHAM LLC
Attorneys for the Defendants

By: John R. Ferguson
John R. Ferguson
S.C. Bar No. 1987
107 E. Laurens St. - P.O. Box 286
Laurens, S.C. 29360
(864) 984-2126

JRF

P. 11

September 30, 2013

John C. Scurry, Jr.
P.O. Box 1182
Greenwood, SC 29648

Bo: 46 Page 255
LAURENS COUNTY ASSESSORS OFFICE
TMS:
028-00-00-073 PORTION



STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

CONTRACT OF SALE

2011009350
CONTRACT OF SALE
RECORDING FEES \$10.00
PRESENTED & RECORDED:
11-21-2011 10:02 AM
LYNN W. LANCASTER
CLERK OF COURT
LAURENS COUNTY, SC
BY: ROSLYN JOHNSON CLERK
BK: D 1046
PG: 255 - 256

Exhibit A

This Contract of Sale is entered into by and between KATHLEEN LOLLIS, hereinafter called SELLER and LISA J. DUTTON, hereinafter called PURCHASER.

SELLER agrees to sell to Purchaser the following described property:

TRACT A2 CEMETERY ROAD
WARE SHOALS, SC 29692
PORTION OF TAX MAP NO. 028-00-00-073
DEED BOOK 468 AT PAGE 28
PLAT BOOK 465 AT PAGE 6
56X14 FOOT REDMAN MOBILE HOME
SERIAL NO: 13811845

A 654/6

The purchase price is the sum of Fifty eight thousand six hundred fifty dollars (\$58,650.00) with interest at the rate of five (5) percent per annum to be payable in consecutive monthly installments of four hundred dollars (\$400.00) each beginning November 1, 2011 and continuing on the first day of each month until the entire purchase price is paid in full.

Purchaser shall have the right to take immediate possession of the subject property upon the execution of this Contract of Sale.

If the Purchaser does not make payments within thirty (30) days of the due date, Seller shall have the right to immediately retake possession of the subject property and all payments made by Purchaser under this Contract of Sale shall be forfeited.

2011 County Property taxes shall be prorated. 2012 and subsequent county property taxes shall be paid by Purchaser.

When the purchase price plus all accrued interest has been paid in full, Seller shall transfer the subject property to Purchaser by General Warranty Deed, free of all liens and encumbrances.

Purchaser shall maintain fire insurance on the mobile home and name Seller as loss payee.

This Contract of Sale shall be binding on the parties, their heirs and assigns.

Done this 20th day of October, 2011.

Kathleen Lollis
SELLER

Lisa J. Dutton
Purchaser

11/22/2011 1046 255
DATE BOOK PAGE

Sally B Lancaster
AUDITOR

A TRUE COPY OF ORIGINAL

Lynn W. Lancaster
Laurens County CCCP & OS

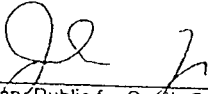
STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

ACKNOWLEDGMENT

The above Contract was acknowledged before me this 20th day of October, 2011 by
Kathleen Lollis, Seller and Lisa J. Dutton, Purchaser.

Done this 20th day of October, 2011.



Notary Public for South Carolina
My Commission Expires: 06/22/2012

Jolin Scurry
PO Box 118
Greenville, SC
29645

Exhibit B

STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

AMENDMENT OF CONTRACT OF SALE

Kathleen Lollis, Seller and Lisa J. Dutton, Purchaser entered into a Contract of Sale dated October 20, 2011 and recorded in the Office of the Clerk of Court for Laurens County in Deed Book 1046 at Page 255.

Said Contract of Sale listed as "Mobile Home to be Sold" as a 56x14 Foot Redman Mobile Home, Serial No. 13811845.

The Mobile Home which should have been listed as "Mobile Home to be Sold" is a 05 Giles Mobile Home, Serial No. 0127961.

The parties wish to amend said Contract of Sale to reflect this change. The Contract of Sale shall otherwise remain in full force and effect.

Done this 4th day of January, 2012.

John C. Scurry III

Kathleen Lollis
Kathleen Lollis, Seller

John C. Scurry III

Lisa J. Dutton
Lisa J. Dutton Purchaser

STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

ACKNOWLEDGMENT

The above Amendment of Contract of Sale was acknowledged before me this 4th day of January, 2012 by Kathleen Lollis, Seller and Lisa J. Dutton, Purchaser.

Notary Public for South Carolina

John C. Scurry III
My Commission Expires: 06/22/2014

2012001097
OTHER DB
RECORDING FEES \$10.00
PRESENTED & RECORDED:
02-02-2012 09:51 AM
LYNN W. LANCASTER
CLERK OF COURT
LAURENS COUNTY, SC
BY: TERESA ATWOOD CLERK
BK: D 1055
PG: 61 - 61

02/03/2012
DATE

1055
BOOK

61
PAGE

Sally B Lancaster
AUDITOR

A TRUE COPY OF ORIGINAL

EXHIBIT 2

Lynn W. Lancaster
Lynn W. Lancaster
Laurens County CCCP & GS

Exhibit C

STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

CONTRACT OF SALE

THIS CONTRACT OF SALE IS ENTERED INTO BY AND BETWEEN KATHLEEN LOLLIS, FRANK LOLLIS, HEREAFTER CALLED SELLERS AND DENNIS J DUTTON, HEREINAFTER CALLED PURCHASER.

SELLERS AGREES TO SELL TO PURCHASER THE FLOWING DESCRIBED PROPERTIES:

TRACT A CEMETARY ROAD

WARE SHOALS, SC 29692

TAX MAP NO. 028-00-00-073

DEED BOOK 468 PAGE 28

PLAT BOOK A654 PG 6

2001 OXFORD 16X80 MOBILE HOME

SERIAL NUMBER OHC011912NC



2012011909

OTHER DB

RECORDING FEES

\$10.00

PRESENTED & RECORDED:

12-20-2012 01:53 PM

LYNN W. LANCASTER

CLERK OF COURT

LAURENS COUNTY, SC

BY: TERESA ATWOOD CLERK

BK: D 1096

PG: 183 - 185

THE PURCHASE PRICE IS THE SUM OF TWENTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS(27,700.00) TO BE PAID IN COSUCUTIVE MONTHLY INSTALLMENTS OF THREE HUNDRED DOLLARS(300.00) EACH BEGINNING DECEMBER 17TH 2013¹⁰ AND CONTINUING ON THE FIFTH DAY OF EACH MONTH UNTIL THE ENTIRE PURCHASE PRICE IS PAID IN FULL.

PURCHASER SHALL HAVE ALL THE RIGHTS TO TAKE IMMEDIATE POSSESSION OF THE SUBJECT PROPERTIES UPON THE EXECUTION OF THIS CONTRACT SALE. THERE ARE NO RESTRICTIONS TO THIS PROPERIES.

IF THE PURCHASER DOES NOT MAKE PAYMENTS WITHITIN THIRTY DAYS (30) OF THE DUE DATE SELLER HAVE THE RIGHT TO IMMEDIATELY RETAKE POSSESSION OF THE SUBJECT PROPERTIES .

2012 TAXES HAVE BEEN PAID IN FULL ON MOBILE HOME AND LAND AND 2013 AND SUBSEQUENT COUNTY PROPERY TAXES SHALL BE PAID BY PURCHASER.

WHEN THE PURCHASE PRICE IS PAID IN FULL, SELLERS SHALL TRANSFER THE SUBJECT PROPERTY TO PURCHASER BY GENERAL WARRANTY DEED FREE OF ALL LEINS AND UNCUMBRANCES.

THIS CONTRACT OF SALE SHALL BE BINDING ON THE PARTIES, THEIR HEIRS AND ASSIGNS

DONE THIS 17TH DAY OF DECEMBER, 2012

WITNESS

Lisa Dutton

WITNESS

Kelsey Dutton

Kathleen Lollis

KATHLEEN LOLLIS : SELLER

Frank Lollis

FRANK LOLLIS: SELLER

9987 Indian Mound Rd.
Ware Shoals, SC 29692

Dennis J. Dutton

DENNIS J DUTTON : PURCHASER

1046 Cemetery Rd.
Ware Shoals, SC 29692

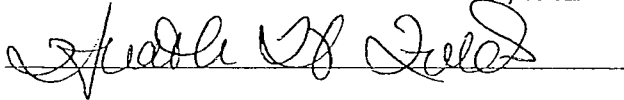
STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF LAURENS

THE ABOVE CONTRACT WAS ACKNOWLEDGED BEFORE ME ON THIS 17TH DAY OF
DECEMBER 2012, BY KATHLEEN LOLLIS , FRANK LOLLIS SELLERS AND DENNIS J DUTTON
PURCHASER.

DONE THIS 17TH DAY OF DECEMBER, 2012



NOTARY PUBLIC FOR SOUTH CAROLINA



Commission Expires July 9, 2014

MY COMMISSION EXPIRES

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
LYNN W. LANGASTER) EIGHTH JUDICIAL CIRCUIT
COUNTY OF LAURENS) 2013-CP-30-513
2013 OCT 31 P 4: 34

Kathleen Lollis and Linda Campbell,)

Plaintiffs,)

vs.)

Lisa Dutton, Dennis Dutton and)

Kelsey Dutton,)

Defendants.)

LAURENS COUNTY
CLERK OF COURT
REPLY

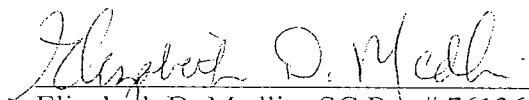
PLAINTIFFS WOULD RESPECTFULLY SHOW TO THE COURT:

1. Plaintiffs deny each and every allegation of the Counterclaim of the Defendants that is inconsistent with the Complaint and demands strict proof thereof.

2. Plaintiffs allege that the relief prayed for in the Complaint of the Plaintiffs should be granted.

WHEREFORE, PLAINTIFFS PRAY:

- (1) That the Counterclaim be dismissed with costs;
- (2) That the relief prayed for in the Complaint of the Plaintiffs be granted;
- (3) For such other and further relief as the Court may appear just and proper.



Elizabeth D. Medlin, SC Bar # 76126
Medlin Law Firm, LLC
P.O. Box 876
Laurens, SC 29360
(864) 681-1340
Attorney for Plaintiffs

October 28, 2013
Laurens, SC

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LAURENS

EIGHTH JUDICIAL CIRCUIT

CASE NO.: 2013_CP-30-3513

Kathleen Lollis and Linda Campbell, Plaintiff,

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

vs.

Lisa Dutton, Dennis Dutton, and Kelsey
Dutton, Defendant.

Plaintiff's Attorney:
Matthew P. Turner, Bar No. 71719
Address:
P.O. Box 668
Laurens, SC 29360
Phone: 864-984-6565 Fax 864-984-5451
E-mail: _____ Other: _____

Defendant's Attorney:
John R. Ferguson, Bar No. _____
Address:
P.O. Box 286
Laurens, SC 29360
Phone: 864-984-2126 Fax 864-984-7372
E-mail: _____ Other: _____

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

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____ Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

- ☐ Written motion attached
☒ Form Motion/Order

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

Signature of Attorney for ☒ Plaintiff/☐ Defendant _____ Date submitted _____

SECTION III: Motion Fee

- ☒ PAID - AMOUNT: \$ _____
☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

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

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

- ☐ MOTION FEE COLLECTED: \$ _____
☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA
COUNTY OF LAURENS

FILED
IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT
2013-CP-30-3513

Kathleen Lollis and Linda Campbell,

Plaintiffs,

v.

Lisa Dutton, Dennis Dutton, and
Kelsey Dutton,

Defendants.

13 12 19

**MOTION TO RECONSIDER,
ALTER, OR AMEND
PURSUANT TO RULE 59(e)**

**TO: THE HONORABLE EUGENE C. GRIFFITH, JR. AND
JOHN R. FERGUSON, ESQUIRE**

YOU WILL PLEASE TAKE NOTICE that the Plaintiffs, by and through their undersigned attorney, hereby move before the Honorable Eugene C. Griffith, Jr., Circuit Court Judge of the Eighth Judicial Circuit, for an Order pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure reconsidering, altering, and/or amending its Final Order dated July 2, 2015 and recorded in the Laurens County Clerk of Court's office on July 6, 2015. A copy of the Order is attached and incorporated herein by reference.

Plaintiffs ask the Court to reconsider, alter, and/or amend the Final Order based upon the following grounds:

1. The Court erred in finding that a valid, binding contract existed between Plaintiff Kathleen Lollis ("Plaintiff Lollis") and Defendants for the purchase of real property located at 1032 Cemetery Road, Ware Shoals, South Carolina 29692 and 1046 Cemetery road, Ware Shoals, South Carolina 29692. The Court erred in relying on two (2) contracts which allegedly documented the parties agreement. Plaintiff Lollis testified that she did not sign any contract agreeing to sell the above-referenced properties to Defendants. Plaintiff testified that she had no knowledge that they were living on her property, much less that there was a purported contract to sell her property. Furthermore, Plaintiff presented the expert testimony of Marvin H. Dawson, Jr., an expert in the field of forensic document examination and handwriting analysis, who testified that the purported signatures of Plaintiff Lollis on both contracts were not genuine signatures. There was no expert testimony to contradict the testimony of Plaintiff's expert. Plaintiff

also presented testimony of attorney John Scurry, Esquire, who prepared the first contract of sale. Counsel is informed that Attorney Scurry testified that, although he signed as a witness to Plaintiff Lollis' signature on the first contract, Plaintiff Lollis did not sign the contract. Attorney Scurry further testified that he did not discuss the contract with Plaintiff Lollis prior to this litigation. Attorney Scurry testified that he was not sure who asked him to prepare the contract, but that he thought it was Frank Lollis, the deceased son of Plaintiff Lollis. In addition, Defendants testified that they were aware that Plaintiff Lollis was the legal owner of the property at issue.

2. The Court erred in failing to grant Plaintiff's Motion in Limine seeking to exclude the introduction of documents, testimony and other evidence of properties and transactions not relevant to the property at issue in this case.
3. The Court erred in failing to grant Plaintiff's Motion in Limine seeking to exclude evidence and testimony relating to the business practices of Frank Lollis, the deceased son of Plaintiff Lollis. Frank Lollis is not the owner of the property at issue in this case, nor is he a party to the case. The Court made findings and conclusions about the business practices of Frank Lollis and other matters involving Frank Lollis which are completely irrelevant and are not related to this case. The Court erred in relying on this evidence and documentation in making its conclusion that there was a valid contract and that Frank Lollis was acting as an agent for Plaintiff Lollis.
4. The Court erred in allowing the introduction of documents, testimony and other evidence of properties and transactions not relevant to the property at issue in this case over the objection of Plaintiff's trial counsel. Many of these documents involved individuals other than the Defendants and did not have anything to do with the property at issue in this case. The Court erred in relying on this evidence in reaching its conclusion that the parties had a valid binding contract in this matter.
5. The Court erred in determining that Frank Lollis, the deceased son of Plaintiff Lollis, was acting as an agent of Plaintiff Lollis and had authority to enter into a binding contract on her behalf despite Plaintiff Lollis' testimony to the contrary. Defendant's failed to introduce any documentation or any credible evidence to establish that Frank Lollis had authority to enter into any contracts or engage in any negotiations on behalf of Plaintiff Lollis. Attorney Scurry testified that he believed Frank Lollis was the Attorney in Fact

for Plaintiff Lollis, but admitted that he did not have a copy of an Attorney in Fact for Plaintiff Lollis and that there is not one recorded with the Court. No credible evidence was introduced to establish that Frank Lollis had authority to act as an agent for Plaintiff Lollis.

6. The Court erred in allowing testimony and evidence regarding any transaction or communications between Frank Lollis and Defendants in violation of § 19-11-20 of the South Carolina Code of Laws ("Dead Man's" statute).
7. The Court erred in relying on the testimony of Attorney Scurry that it was his opinion that the subject property had been bought by Frank Lollis in light of his testimony that he was not present at the closing in 1999 when Plaintiff Lollis purchased the property and despite the Defendant's acknowledgement that Plaintiff Lollis was the owner of the property.
8. The Court erred in making the irrelevant finding that Frank Lollis often put his acquisitions in the name of his mother and others when Defendants acknowledged that Plaintiff Lollis was the owner of the subject property and the Court found that Frank Lollis was acting as the agent for Plaintiff Lollis. The Court erred in allowing testimony regarding transactions of Frank Lollis.
9. The Court erred in completely disregarding the testimony of Plaintiffs' expert witness, Marvin H. Dawson, Jr., who was qualified as an expert in the field of forensic document examination and handwriting analysis. Plaintiff's expert testified that the purported signatures of Plaintiff Lollis on the contracts at issue in this case were not genuine signatures. Mr. Dawson further testified that the purported signature of Frank Lollis on the second contract was not a genuine signature. Mr. Dawson further testified that he examined receipts presented by Defendants which purportedly showed that Defendants made payments to purchase the real property at issue in this case and that the purported signatures of Frank Lollis were not genuine signatures on the majority of the receipts. Defendants did not present any expert testimony to contradict the testimony of Plaintiff's expert. In addition, the Court relied on the testimony of Plaintiff's expert in authenticating the signature of Frank Lollis releasing the lien to a trailer title (Final Order- paragraph 19, page 4). If the Court relied on the testimony of Plaintiff's expert with regard to the authentication of this signature, the Court should have relied on his

testimony that most of the other signatures were not genuine. This was an abuse of discretion by the Court.

10. The Court erred in determining that Defendants satisfied their burden of proof that they paid all monies owed under the alleged contracts between Plaintiff Lollis and Defendants despite any evidence or credible documentation of the same. Plaintiff's expert testified that the majority of the receipts presented by Defendants do not contain genuine signatures of Frank Lollis. Furthermore, pursuant to an Order from the Honorable Frank Addy dated March 14, 2014 Defendants were required to "provide documentation regarding this income or funds – be it via gift, inheritance, wages, disability, government benefits, etc." Defendants failed to comply with the terms of the Order and did not provide any documentation or proof as to the source of any alleged funds that Defendants claimed to have received from various sources and applied towards the payment for the property at issue in this case. If any evidence or documentation existed, Defendants would have presented the same so they would not violate the Order. Accordingly, Defendants failed to prove that they paid the monies owed under the contract.
11. The Court erred in relying on Defendants' testimony that they had the ability to pay for the property. The Defendants testified that they received cash gifts from different members of their family despite the fact that they did not produce documentation or testimony establishing from whom or where they received the large cash amounts. Defendant Lisa Dutton testified that she received over \$19,000 in back pay Social Security benefits which she claims were used to pay a large sum toward the amount owed under the alleged contract between Plaintiff Lollis and Defendants. The only document produced at trial was a letter from Social Security Disability dated April 3, 2006 establishing that Defendant Lisa Dutton only received \$9,440.20, thereby contradicting her testimony that she received over \$19,000. Defendants did not present the testimony of Defendant Lisa Dutton's father to corroborate that he gave her \$8,000. Defendants did not provide any settlement statement, contract, deed, or other documentation establishing that they received \$11,500 from the sale of Defendant Lisa Dutton's Riverfork Martin Road properties or that Defendant Dennis Dutton received \$11,000 from the sale of his Green Acre lots.

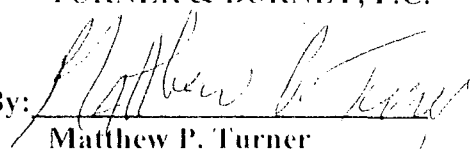
12. The Court erred in relying on the testimony of Heather Fields whom the Court found was a neutral and credible witness despite the fact that Ms. Fields testified that she knew Defendants from Church. Furthermore, during the trial, Ms. Fields testified that Frank Lollis acknowledged his signature in her presence and she was able to confirm his signature on his Drivers License. On cross examination, Ms. Fields deposition testimony was introduced. In her deposition, Ms. Fields testified that she did not ask Mr. Lollis for his Driver's License, which she admitted was her mistake, and she testified that could not describe him. She further testified in her deposition that she could not remember if she saw Frank Lollis sign the documents. Therefore, Ms. Fields is neither a neutral nor credible witness.
13. The Court erred in finding that Nancy Ridley confirmed Frank Lollis' signature on the Amended Contract for Sale. Counsel is informed that Ms. Ridley did not testify as to anyone signing any documents.
14. The Court erred in finding that the Defendants overpaid Plaintiffs the sum of \$850.96 despite Defendants' failure to provide any documentation of the same and despite the fact that Defendants acknowledged that neither of the Plaintiffs received any money for the purchase of the property at issue.
15. The Court erred in relying on Defendants' testimony that they had the financial ability to pay the sum of \$86,350 in a period of 18 months despite any credible evidence or documentation of the same. Defendants acknowledged that their combined gross monthly income was \$2,000. Furthermore, Defendant Lisa Dutton admitted that she made posts on social media that she was experiencing financial hardships during the same time that she claims to have made very large cash payments to purchase the property at issue. Defendant Lisa Dutton further admitted that she sought donations from the public for clothes for her daughter at the same time she was claiming to have paid large sums to Frank Lollis. Defendants further admitted that their bank accounts do not establish that they ever had substantial sums of money in their possession. The Court erred in failing to consider the Facebook posts establishing the above although it was introduced into evidence.
16. The Court erred in determining there was contract in violation of the Statute of Frauds.

17. The Court erred in concluding that the Plaintiff's accepted the benefits of the contracts when no evidence was presented establishing that fact. Defendants acknowledged that they did not make any payments to the Plaintiff's and the Plaintiff's testified that they did not receive any monies allegedly paid to Frank Lollis.
18. The Court erred in concluding that Plaintiff Lollis breached her Contracts of Sale despite the fact that the evidence clearly established the absence of a binding contract between the parties. The expert testimony established that Plaintiff Lollis, the owner of the property, did not sign the contract. Attorney Scurry testified that Plaintiff Lollis did not sign the contract. Plaintiff testified that she did not sign the contract, did not agree to sell her property to Defendants, and that she did not receive any money allegedly paid by Defendants to purchase the property. Even assuming there was a valid contract, Defendants failed to present any credible documentation establishing that they paid all sums owed under the contract. The only documentation presented were receipts for monies allegedly paid to Frank Lollis, filled out by Defendant Lisa Dutton which, according to Plaintiff's expert, were not signed by Frank Lollis.
19. The Court erred in determining that the Plaintiff's testimony was not credible despite any evidence to establish the same.
20. The Court erred in disregarding the testimony of Barry Adams that the Defendants could not have had the money they claim to have paid to Frank Lollis for the property of Plaintiff Lollis despite the fact that the Court apparently relied on his testimony that he assisted Frank Lollis in liquidating his equipment.
21. The Court erred in finding the Defendants testimony more credible than that of the Plaintiff's despite contradictions in the Defendants testimony, their questionable testimony about the source of large sums of money they allegedly received, and the testimony of Plaintiff's expert that the purported signatures Frank Lollis on most of the receipts produced by Defendant Lisa Dutton were not genuine.
22. The Court erred in alluding to the fact that Frank Lollis was the owner of the subject property (Final Order- paragraphs 5, 11, and 24) yet making no specific finding or conclusion to that effect. The Final Order specifically concludes that Frank Lollis was acting as agent for Plaintiff Lollis in matters dealing with the subject property.

23. The Court erred in ordering the Plaintiffs to convey title to the subject land and mobile home to Defendants despite the failure of Defendants to provide credible proof of a valid contract and their failure to provide documentation to corroborate their testimony that they paid \$86,350.00 for the property.
24. The Court erred in ordering the Plaintiffs to convey title to the subject land and mobile home to Defendants despite the fact that Plaintiff Lollis did not receive any money for the property.
25. The Court erred in failing to conclude that Plaintiff Lollis is the owner of the subject property despite the evidence and testimony confirming the same.
26. The Court erred in refusing to award Plaintiff's damages for the loss of use of their property by the Defendants.
27. The Court erred in refusing to award the Plaintiff's damages for the Defendants unlawful conversion of Plaintiff's personal property, and further erred in refusing to award the Plaintiffs punitive damages.

Respectfully submitted,

TURNER & BURNEY, P.C.

By: 

Matthew P. Turner

S.C. Bar No.: 71719

Attorney for the Plaintiffs

105 West Public Square

Post Office Box 668

Laurens, South Carolina 29360

(864) 984-6565

July 13, 2015
Laurens, South Carolina

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

JUDGMENT IN A CIVIL CASE

Kathleen Lollis and Linda Campbell

LYNN W. LANCASTER
CASE NO. 2013-CP-30-00515
Lisa Dutton, Dennis Dutton, and
Dutton

COPY

2015 JUL -6 P 12:33

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Defendant

Attorney for: Plaintiff ☒ Defendant

or

☐ Self-Represented LitigantLAURENS COUNTY
CLERK OF COURT

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.
- ☐ **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 PUBLIC 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.

A TRUE COPY OF ORIGINAL

Circuit Court Judge

Lynn W. Lancaster

2154

Judge Code

07/02/15

Date

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)
LAURENS COUNTY)
CLERK OF COURT)
2015 JBL -6 P 12:33

Kathleen Lellis and
Linda Campbell,

Plaintiffs,

vs.

Lisa Dutton, Dennis Dutton,
And Kelsey Dutton

Defendants.

FINAL ORDER

2013-CP-30-00513

Date of Hearing: March 16, 17, 18 and 19, 2015
Presiding Judge: Eugene C. Griffith, Jr.
Attorney for Plaintiff: Elizabeth D. Medlin
Attorney for Defendant: John R. Ferguson
Court Reporter: Joy Holston

This case came before me as a bench trial. Present at the call of the case were the Plaintiffs with their counsel, Elizabeth D. Medlin, and the Defendants with their counsel, John R. Ferguson. The gravamen of the case concerns ownership of two tracts of land and the validity of two contracts of sale for these two tracts of land and a mobile home. Plaintiffs' claim that the documents relied upon by the Defendants are forgeries and therefore void. They are seeking to be declared the legal and equitable owners of the property. The Defendants answered and counterclaimed for enforcement of the contracts of sale and seek deeds to the land and clear title to one of the mobile homes. Clear title to one mobile home is not in dispute. After a four day bench trial, this Court makes the following findings of fact and conclusions of law. This Court has

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further had the opportunity to observe each witness who testified at the hearing, and to closely pass upon their credibility. This Court has weighed the testimony accordingly.

FINDINGS OF FACT:

1. The properties at issue are located in Laurens County and all of the parties are residents of Laurens County.
2. Legal title to the subject land is held in Plaintiff, Kathleen Lollis. Legal title to the trailer is in Lisa Dutton's name, subject to a lien in favor of Plaintiff, Linda Campbell.
3. Plaintiff, Kathleen Lollis is the mother of Plaintiff, Linda Campbell. Frank Lollis, now deceased, is the child of Kathleen Lollis and sibling of Linda Campbell.
4. Prior to his death, Frank Lollis had been a very successful business man who owned a business which involved moving and setting up trailers; a business grading land, hauling gravel, and installing septic tanks; and a business buying and selling land and trailers. He also operated a family owned general store with the help of the Plaintiffs. Abundant evidence was presented that he dealt in large quantities of cash.
5. Frank Lollis avoided having real and personal property in his name and often put his acquisitions in the name of his mother and others.
6. The Lollis family lawyer, John Scurry, Jr., testified he believed that Frank Lollis had a power of attorney to sign documents on behalf of his mother and that she knew he was signing on her behalf.
7. Frank Lollis frequently signed other people's signatures to documents to facilitate sales of property both real and personal. Defendant, Lisa Dutton testified that Kathleen Lollis' signature was already on her Contract of Sale when she went to John Scurry's office to sign it.
8. The Defendants presented testimony that they had a close personal relationship with Frank Lollis and did a lot of business with him. The receipts and cancelled checks presented by Defendants in support of their claim to have paid off their

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contracts are consistent with one another but differ from the handwriting exemplars of Frank Lollis submitted in evidence by the Plaintiffs.

9. Defendants' Exhibit 31 is a set of bank copies of checks from Defendant, Lisa Dutton made out to and endorsed by Frank Lollis. His endorsements on these checks differ materially from the exemplars submitted by the Plaintiffs.
10. Defendants' Exhibit 29 is a receipt signed by Frank Lollis showing that he received \$35,000.00 from Lisa Dutton. Testimony was given that Frank Lollis formally acknowledged his signature in the presence of Heather Fields, the Ware Shoals Town Clerk. She was able to confirm that Frank Lollis was the person who signed it by looking at a copy of his driver's license (Defendant's Exhibit 1). She testified that on that day that he appeared to be lucid and not under any disability. Ms. Fields stated that Frank Lollis affirmed the validity of the second receipt for \$1,400.00 paid by Lisa Dutton. I find this testimony by this neutral witness to be credible as of these payments.
11. John Scurry, Jr. testified that it was his opinion that the two parcels of real estate at issue herein had been bought by Frank Lollis. The plat, (Defendants' Exhibit 9), of the real property at issue references that it was prepared for Frank Lollis.
12. Plaintiff, Kathleen Lollis testified that she did not give her son, Frank Lollis, the power to sign documents on her behalf. The Defendants presented a group of documents (Defendants' Exhibit 12) found in the public records of Laurens County Clerk of Court. These documents were recorded over a five year period. The Defendants are not parties to the documents but the documents convey or receive interests in real property in name of Plaintiff, Kathleen Lollis. Plaintiff testified that all of these documents contained forgeries of her signature. I do not find Kathleen Lollis' testimony to be credible that she was unaware or objected to Frank Lollis acting as her agent when conveying or receiving title to real property in her name.
13. The title to Defendant, Lisa Dutton's trailer has a lien in favor of Linda Campbell. (Defendants' Exhibits 49, 50, 51 and 52). Linda Campbell is nowhere in the

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chain of its title. Linda Campbell was unable to offer any explanation for the basis for this lien (Defendants' Exhibit 45).

14. Defendants' Exhibit 21 is a bank copy of a \$700.00 check from Lisa Dutton to Frank Lollis. The check references that it is a payment on the subject land and trailer. Plaintiff, Linda Campbell testified that she had no knowledge of Lisa Dutton's claim to be buying the subject property before Frank Lollis died. She endorsed this check below Frank Lollis's endorsement and admits that she deposited it. I find her testimony not credible that she was ignorant of the sale to Lisa Dutton.
15. Plaintiffs testified that during the last year of his life that Frank Lollis was too ill to transact business. Defendants' Exhibit 21 is a check negotiated three weeks before Frank Lollis died. Plaintiff, Linda Campbell testified that she deposited the check at his request. Defendants' Exhibit 10 is the signature card for a joint account the Plaintiffs set up with Frank Lollis about two months before he died. The fact that Frank Lollis was driving within days before his death also indicates that he was healthy enough to understand and conduct his own affairs. Plaintiffs' claims to the contrary are not credible.
16. Defendants' Exhibit 20 is a copy of Frank Lollis' Healthcare Power of Attorney and Living Will. His signatures are quite different from his other signatures on many exhibits introduced at trial.
17. A mistake was made in the referencing the manufacturer and model of Lisa Dutton's trailer in the original Contract of Sale (Plaintiffs' Exhibit 2). At Frank Lollis' direction, his lawyer and others on his behalf corrected the error (Plaintiffs' Exhibit 3). It appears that Frank Lollis signed Lisa Dutton's name on the corrective document. This was confirmed by two neutral witnesses, John Scurry, Jr. and Nancy Ridley.
18. On the same day that Frank Lollis signed a receipt affirming that Defendant, Dennis Dutton had paid him in full for his land and trailer (Defendants' Exhibit 73), he signed over title to the trailer to Dennis Dutton (Defendants' Exhibit 58).
19. Plaintiffs' own expert witness authenticated the signature of Frank Lollis releasing the lien on the trailer title to Dennis Dutton (Plaintiffs' Exhibit 15).

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20. Lisa Dutton was living in her trailer long before Plaintiffs filed this action.

Documents from Laurens County Building Codes indicate that Lisa Dutton moved into her trailer not later than February 15, 2012, (Defendants' Exhibits 33-39.). Lisa Dutton changed its tax assessment status to owner-occupied residence and received a homeowner's exemption (Defendants' Exhibit 47). The Duttons' tax notices (Defendants' Exhibits 48 and 60) were mailed to them at their Cemetery Road addresses. Dennis and Kelsey Dutton testified they were living in the second trailer for about a year before the Plaintiffs filed suit.

21. The Plaintiffs have advanced the claim that Defendants could not have made the payments which they claim to have made because they did not have sufficient income. Lisa Dutton testified that she received a \$19,000.00 settlement for unpaid benefits for her Social Security disability claim. Lisa Dutton testified that she saved monthly Social Security checks given to Defendant, Kelsey Dutton for approximately nine years and then used this money with Kelsey's permission to help buy the land and trailer. Defendants also produced evidence of buying and selling personal property for profit. Lisa Dutton testified that she received a gift of \$8,000.00 from her father when he sold his business upon retirement. Lisa Dutton received \$5,000.00 and \$6,500.00 from the sale of her River Fork Martin Road properties. Dennis Dutton received \$11,000.00 from the sale of his Greenacres lots. Defendants rented and purchased numerous parcels from Frank Lollis (Defendants' Exhibit 40), including a land purchase for \$5,000.00 (Defendants' Exhibit 13), a land purchase for \$6,000.00 (Defendants' Exhibit 23) and a land purchase for \$22,000.00 (Defendants' Exhibit 11). Frank Lollis signed Contracts of Sale on behalf of Kathleen Lollis to convey land and mobile homes to Lisa Dutton for \$48,000.00 (Defendants' Exhibit 54) and for \$74,300.00 (Defendants' Exhibit 11). These documents indicate that the Defendants had financial ability to fulfill the contracts at issue herein.

22. John Scurry, Jr. testified that Frank Lollis did not hesitate to hire him to bring actions when he was selling or renting property and payments were not

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received. John Scurry, Jr. testified that he never had to bring such action against the Duttons.

23. It is clear that Frank Lollis was busy at the end of life converting his large equipment and machinery into cash. Barry Adams testified that he assisted Frank Lollis in selling several pieces of large machinery and equipment for substantial money. He testified further that he believed Frank Lollis used this cash to purchase homes for his two nieces.
24. I find that Frank Lollis' practice of not titling property in his name and liquidating of his large equipment prior to his death to be credible. This business practice is consistent with the small size of his estate at his death.
25. The Plaintiffs and the Defendants presented positions which are directly opposed to one another, so resolving the differences in the evidence required assessing the credibility of the parties. Having observed the parties and the witnesses, I find that the Defendants have greater credibility than the Plaintiffs.
26. The Defendants signed valid contracts with Frank Lollis, who was acting as an authorized agent for his mother, Kathleen Lollis. Defendants fulfilled their obligations under Contracts of Sale and are entitled to clear titles to the land and trailer at issue, including the cancellation of the lien in favor of Linda Campbell.
27. Defendants proved that they overpaid for the subject property by \$850.96 for which they are entitled to a refund.

CONCLUSIONS OF LAW:

28. Jurisdiction and venue are properly before this court.
29. Frank Lollis was at all times relevant to this case acting as the authorized agent for the Plaintiffs in his dealing with the Defendants. "The rule is that the principal is responsible for the acts of his agent done within the scope of his authority, real or apparent." Hiller v. Bank of Columbia, 96 S.C 74, 79 S.E. 889, 902 (1913). Frank Lollis's dealing with the Defendants was within the scope of his authority. The relationship of agency need not depend upon express appointment and acceptance but may be implied from the words and conduct of the parties and the circumstances of the particular case. City of Greenville v.

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Washington Am. League Baseball Club, 205 S.C. 495, 32 S.E.2d 777 (1945).

See 21 S.C. Digest2d "Principal & Agent", s14(1), pp.224-5. Even if there had not been an express agency, "The law creates the relationship of principal and agent if the parties in the conduct of their affairs actually place themselves in such position as requires the relationship to be inferred by the courts, and if from the facts and circumstances of the particular case it appears that there was at least an implied intention to create it, the relation may be held to exist, notwithstanding the denial by the alleged principal and whether or not the parties understood it to be an agency." Nationwide Mut. Ins. Co. v. Prioleau, 359 S.C. 238, 242, 597 S.E.2d 165 (Ct. App. 2005), quoting Crystal Ice Co. of Columbia v. First Colonial Corp., 273 S.C. 306, 309, 257 S.E.2d 496 (1979).

The facts here require that the agency relationship be inferred. "[W]here the owner of property clothes another with apparent title or power of disposition, and thus induces innocent purchasers to buy, they will be protected from an action for conversion, not upon the title or authority of the party from whom they buy, but from the act of the owner, who is estopped from disputing as against them the title or power which he allowed to appear to be vested in the party making the sale. 18 AmJur2d "Conversion", s73, p. 203. Plaintiff Kathleen Lollis clothed Frank Lollis with apparent authority to dispose of property titled in her name. "Where a principal clothes its agent with apparent authority to act in a certain capacity, it is bound by all the acts of such agent within the scope of such authority." Moore v. Pilot Life Insurance Co., 205 S.C. 474, 487, 32 S.E.2d 757 (1945).

30. Even if the Plaintiffs had been ignorant of all the things Frank Lollis did on their behalf over many years (and I do not find that they were), "[Where] agency is established and there is a wrong committed by the agent, [the] principal must ordinarily bear the loss whether the agency is actual or apparent; and equity intervenes under rule [that] where one of two innocent persons must suffer, he who brings about the loss must bear it." Spence v. Spence, 368 S.C. 106, 127, 628 S.E.2d 869 (2006). See also City Lumber Co. v. National Surety Corp., 229 S.C. 115, 121, 92 S.E.2d 128 (1956). I find that the Defendants acted in good

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faith and with reasonable prudence in entering into the Contracts of Sale and the Plaintiffs are estopped to void these contracts. "The apparent authority of an agent results from conduct or other manifestations of the principal's consent whereby third persons are justified in believing the agent is acting within his authority. [citation omitted]

31. By accepting the benefits of the contracts and taking no action to rescind them while Frank Lollis was alive, the Plaintiffs have ratified those contracts and waived any right to object to them. "The right to rescind a contract may be lost, as where there is ratification or waiver. The ratification may be expressed or implied, and the right to rescind for any breach is lost where the breach has been waived by the injured party. Even the right to rescind for fraud or misrepresentation may be waived." 17 AmJur2d "Contracts" s489, p. 960. Having accepted the benefits of the contracts of sale through their agent, Plaintiffs are estopped to retain title to the subject property.
32. In regard to the declaratory judgement action brought by the Plaintiffs: I find that the Defendants have valid and enforceable rights under the contracts of sale herein.
33. Plaintiff, Kathleen Lollis has breached her Contracts of Sale with the Defendants and they have been injured from the breach by her failure to convey title to the two tracts of land.
34. In regard to the declaratory judgement action brought by the Plaintiffs: I find that the Defendants have valid and enforceable rights under the contracts of sale herein.
35. All other causes of action filed by Plaintiffs are dismissed.
36. I find that the Defendants have proved that the Plaintiffs breached the contracts of sale and are entitled to specific performance.
37. All other causes of action of the Defendants are dismissed.
38. Attorney fees are denied to both Plaintiff and Defendants.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

39. Plaintiffs shall immediately convey the subject land and mobile home to Defendants in accordance with the Contracts of Sale;

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STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

IN THE COURT OF COMMON PLEAS
Eighth Judicial Circuit

Kathleen Lollis and)
Linda Campbell,)
Plaintiffs)

vs.)

Lisa Dutton, Dennis Dutton,)
and Kelsey Dutton)
Defendants)

RETURN TO PLAINTIFFS' MOTION
TO ALTER OR AMEND
2013-CP-30-513

TO: THE PLAINTIFFS AND YOUR COUNSEL, MATTHEW TURNER, ESQ.

In response to the Plaintiffs' Motion to Alter or Amend, the undersigned counsel for Defendants would show:

1. The Plaintiffs' own witness, their attorney John Scurry, testified that he drafted the contract for 1032 Cemetery Road (Plaintiffs' Ex. No. 2) and its amended version (Plaintiffs' Ex. No. 3). Thereafter Plaintiffs' agent made the trailer title transfer called for under the amended contract. Plaintiffs' agent, Frank Lollis, also implemented the trailer sale called for by the contract for 1046 Cemetery Road (sometimes referred to as 902 Cemetery Road) before he died (Plaintiffs' Ex. No. 4). There was abundant evidence from recorded documents and the testimony of John Scurry that Plaintiffs had others, especially Frank Lollis, working as their agents to handle their land and trailer deals.

Plaintiff Lollis's claim that she had no idea that the Defendants had moved to her neighborhood and were living in trailers she claimed to be hers defies logic. There was no allegation that the Defendants broke into the trailers, so they had to have been given the keys. If Plaintiff Lollis had truly believed that she still owned the trailers, she would have been trying to rent them. Title to the trailers had been changed to Defendants, and the tax notices were going to them. They paid the taxes on the trailers until the Plaintiffs' agents stole the tax

notices out of their mailboxes and paid the 2014 taxes. The tax notices to the land, which went to Plaintiff Lollis, had been changed to reflect owner occupation. (See Defendants' Ex. No. 47.)

Plaintiffs' expert witness admitted on the stand that his opinion was worthless if there was a power of attorney, and Attorney Scurry said that there was. A multitude of documents showed that Plaintiff Lollis allowed others to sign documents pertaining to property in her name and made no attempt to reclaim it when it was sold (Defendants' Ex. No. 12).

Attorney Scurry was well aware of how his clients, the Plaintiffs and Frank Lollis, did business; and he conducted the sales to Defendants just as he had numerous other sales for his clients. Kathleen Lollis was obviously the title holder of the land and trailers sold to Defendants, because she was listed as seller; but she was unable to prove how she acquired the money to buy so many lots and trailers when she had not worked for many years. Lisa Dutton's contract bore a signature for Kathleen Lollis as seller before it was presented to her for signing, so she did not forge this signature on a contract presented to her by Plaintiff Lollis's attorney.

2. Plaintiffs' ground No. 2 does not state any basis for the exclusion of this evidence and should be deemed to be abandoned. There was no basis to grant the Plaintiffs' Motion in Limine, because it sought to exclude crucial evidence about how the Plaintiffs did business (their course of conduct). As the Court later found, this evidence was clearly relevant.

3. The Motion in Limine was wisely denied, because the testimony of John Scurry concerning the power of attorney, the recorded documents showing how the Plaintiffs did business, the admissions of Plaintiff Lollis about the numerous "forgeries" of her signatures on deeds not involving the Defendants (Defendants' Ex. No. 12) and other evidence showed that this evidence was relevant. The evidence established that Frank Lollis used his money to buy property which he then placed in the names of the Plaintiffs, but he continued to consider this property to be his and signed the Plaintiffs' names to documents transferring title.

The Plaintiffs did not object to this while he was alive and available to testify. The defenses of laches, estoppel, adoption and ratification apply.

4. The documents in question were relevant, because they illuminated how Frank Lollis handled the family property on behalf of the Plaintiffs and with their consent. Understanding this course of dealing was essential to understanding the Defendants' contracts and Plaintiffs' ratification of them.

5. The recorded documents and other evidence at trial showed the relevance of the documents complained of. Judge Griffith rightly found the defense witnesses to be more credible than the Plaintiffs and their expert. Among the witnesses which the judge found to be credible was the Plaintiffs' real estate attorney, who testified as a Plaintiffs' witness but who candidly told the Court about the power of attorney and how the Lollises did business. It is irrelevant that Mr. Scurry did not have a copy of the power of attorney; he testified that he had seen it and that he acted in accordance with it as instructed by Plaintiffs' agent. As the one who heard and observed the witnesses, the trial judge was in the best position to assess their credibility.

6. At no time did the Plaintiffs object to evidence based upon the Dead Man's Statute, so this issue is not preserved. If there had been such an objection, it would have been unavailing and any such evidence would be merely cumulative anyway.

7. Attorney Scurry knew of the course of dealing between Frank Lollis and his mother, Kathleen Lollis, whereby he bought property and put it in her name. He also would have known that Frank Lollis was the family member who had the money to be buying property, so his absence at the closing is irrelevant. It is also significant that Plaintiffs did not produce the HUD-1 from that closing, though it was subpoenaed.

8. Defendants acknowledged that Plaintiff Lollis was the holder of legal title but proved that she was just a straw purchaser for her son, Frank Lollis. The evidence in question is relevant because it makes substantive matters more likely.

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9. The learned trial judge accepted the testimony of Marvin Dawson that his testimony was worthless if there was a power of attorney. The judge also found that the Plaintiffs pre-ordained Mr. Dawson's opinion by the questionable handwriting exemplars they gave him to compare against challenged signatures. Plaintiff Lollis repudiated one of the handwriting exemplars used to establish her true signature. Defendant Campbell also testified that her brother's signature changed because of the effect his cancer had on him, and Mr. Dawson acknowledged that as a possibility. Mr. Dawson also acknowledged that there are variations in how a person signs his signature, but he was unable to delineate the boundary between normal variation and forgery. Plaintiff Campbell testified that her brother was on powerful pain killers during the relevant period.

Defendants cited the opinion of Mr. Dawson that the signature of Frank Lollis on the document releasing the lien on Dennis Dutton's trailer was genuine, because that was in effect an admission against interest by Plaintiffs' agent/employee. Neither they nor the trial judge was thereby obligated to accept everything else Mr. Dawson said. Mr. Dawson further weakened his credibility when he admitted that he refused to consider any documents not supplied to him by the Plaintiffs, including recorded documents from the public record. (See Defendants' Ex. No. 32.)

10. In addition to their testimony, Defendants presented copies of checks endorsed by and receipts signed by Frank Lollis. (See for example Defendants' Ex. Nos. 21, 29, 30, 31, 41 and 73.) After testifying that she had no knowledge that Frank Lollis was selling any property to the Defendants, Plaintiff Campbell admitted endorsing and depositing Lisa Dutton's \$ 700 plainly marked land and trailer payment check (Defendants' Ex. No. 21).

Defendants were required to turn over such documentation as they had, and they did so plus additional information. The order did not require them to conduct discovery on Plaintiffs' behalf. The Plaintiffs did in fact subpoena the documents they now claim they could not get but chose not to present them at trial. (See

attached affidavit.) Presumably if the documents had supported their position, they would have introduced them.

11. It was not just the Defendants' testimony at trial which proved their financial abilities. Defendants' Ex. Nos. 11 and 13 consisted of deeds from Kathleen Lollis to Lisa Dutton, and Defendants' No. 54 was a contract of sale from Plaintiff Lollis to Lisa Dutton for \$ 48,000. Defendants' Ex. No. 23 was a deed from Plaintiff Campbell to Dennis Dutton for \$ 6000.

The deeds to and from the Duttons and their affidavits of consideration were recorded and were available to Plaintiffs, but they chose not to present them. The Defendants are not well-educated people with a good grasp of the record keeping practices Plaintiffs demanded them to utilize. They turned over the records they had, and Plaintiffs cannot be heard to complain if they made no serious effort to get available information from other sources. For example, Lisa Dutton was under no obligation to demand that her aged father come all the way from Alabama to testify. If the Plaintiffs thought his testimony was essential, they could have subpoenaed him themselves.

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12. Heather Fields had no personal interest in the matters at issue. Plaintiffs misapprehend her testimony about Frank Lollis's driver's license. During her deposition she had been asked whether she could confirm that the man who came before her to affirm his signature was in fact Frank Lollis. At that time she said that she could not, so she was presented with a copy of his driver's license at trial to confirm the identity of the one who made the affirmation, not his signature. She further remembered at trial a prior occasion when she had notarized a document for Frank Lollis, and that reinforced her identification of him.

13. The testimony of Nancy Ridley had the effect of confirming the contract signed by Frank Lollis, because she testified that he personally worked to amend the trailer description and that he acted in accordance with the Amended Contract of Sale by transferring title to Lisa Dutton when the property was paid for.

14. The Court found defense testimony on this issue to be credible. It is untrue that the Defendants acknowledged that neither Plaintiff received any money for the purchase of the property at issue, because the evidence showed that their agent Frank Lollis received the payments on their behalf, including some made in the presence of Kathleen Lollis in her house.

15. The land purchases and sales of Defendants and the affidavits of consideration for those are public record. Plaintiffs subpoenaed the Social Security disability records of Defendants, and Plaintiff Kathleen Lollis repeatedly entered into contracts to sell real estate to the Defendants, which proves that she did not believe her present assertions that they had no financial ability to buy land and trailers. The lack of bank records is not surprising, because the Defendants testified that they did not trust banks and used a personal safe instead (Defendants' Ex. No. 57).

16. The Plaintiffs did not plead or assert at trial the Statute of Frauds. They therefore cannot assert it now and have waived it. Even if they had pled this affirmative defense, it would not have availed them, because the Defendants performed their obligations under the contract and the Statute of Frauds therefore does not apply.

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17. Plaintiffs' agent was paid in accordance with the parties' contracts, the agency was confirmed by Attorney Scurry, many payments were made at Kathleen Lollis's house and some were made in her presence, she brought the receipt book for her agent to sign on at least one occasion and Plaintiff Campbell endorsed and deposited one of Lisa Dutton's payment checks (Defendants' Ex. No. 21), which was plainly marked as to its purpose. The fact that she endorsed this check herself after Frank Lollis endorsed it suggests that she deposited it into her own account. The Court did not believe Plaintiffs' testimony to the contrary- and with good reason.

18. The evidence established that there were binding contracts which were signed by Plaintiff Lollis's agent on her behalf. The Court rightfully accepted Defendants' testimony and

documentation establishing their payments, which were supported by Frank Lollis's transfer of the trailer title to Dennis Dutton (Defendants' Ex. Nos. 58 and 61) on the same day that he signed the final receipt showing that the property was fully paid for (Plaintiffs' Ex. No. 21) and by Frank Lollis's amendment of the contract of sale to Lisa Dutton and subsequent transfer of the trailer title to her. The credibility of the witnesses was for the Court.

19. The abundant evidence of the Plaintiffs' fraud against the Defendants and their frauds on the Court destroyed their credibility. For example, Defendant Campbell testified that she had a valid lien on Lisa Dutton's trailer based on the lien shown on Ms. Dutton's title (Plaintiffs' Ex. No. 9 and Defendants' Ex. No. 50). Leaving aside that Ms. Dutton's signature giving her this lien was clearly a forgery (See Defendants' Ex. No. 52), Ms. Campbell was simultaneously claiming that the title transfer to Ms. Dutton was a forgery but that this same title gave her a valid lien on Ms. Dutton's trailer, even though she had no promissory note and was unable to explain how she had acquired this lien. She also filed a bogus mortgage supposedly from Charles Falin giving her a lien on his property (Cf. Defendants' Ex. Nos. 26, 27 and 28). She clearly had no problem with perjuring herself, so her credibility was nonexistent.

20. The Court is at liberty to believe some of what a witness says while rejecting the rest. As Judge Griffith told the attorneys in a side bar, it was apparent that both attorneys were surprised by Mr. Adams's testimony. What happened was elucidated by Lisa Dutton's testimony that Mr. Adams had come up to her at the courthouse and angrily cursed her for making him come from Georgia to testify. The judge was right not to give credence to his testimony; and Plaintiff's counsel did not cite it in her proposed order, which gives some indication of her real opinion of it.

21. The Court reviewed the exhibits, heard the testimony and observed the witnesses. It was therefore in a good position to evaluate the credibility of the witnesses. The amount of Plaintiffs' fraud and the factual inconsistencies in their

testimony gave him ample reason to disbelieve what they said, for example:

a) Frank Lollis and Plaintiff Lollis signed a number of documents on the public record, so it would not have been difficult to find exemplars of their signatures. Marvin Dawson said that the receipts and check endorsements presented by Defendants do not look like the exemplars he was provided or like the Defendants' handwriting. This would mean that the Defendants went to the trouble to hire a forger and fake documents which are plainly unlike the original ones. The initial purpose of the documents would have been to convince the mother of Frank Lollis, Kathleen Lollis, that the signatures were authentic so that she would sign deeds to Defendants. Therefore, it would make no sense for them to present documents whose signatures would be readily identifiable as fakes. If on the other hand the Defendants had reason to believe that Ms. Lollis would recognize the documents as genuine, their presentation of the documents to her is entirely logical.

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b) Defendants' Ex. No. 74 contains the extracted photocopied signatures of Kathleen Lollis from the public record. It does not require an expert to see that these signatures vary wildly from one another and that Plaintiff Lollis could not possibly have signed them all. (As to it not being necessary to have an expert testify to the genuineness of a signature where the genuine signature is known- as through the signatures on the Amended Complaint Verification- see 11A S.C. Digest, "Evidence," 474(14).) This pervasive signing of her signature by others on legal documents proves that she knew or should have known that this was being done. The alternative explanation would be that she signs her signatures in so many different ways that it would be impossible for a document examiner to say which signature is genuine.

c) There are a shocking number of forged documents filed in the public record benefitting Plaintiff Campbell. For example, there is a mortgage with Lisa Dutton's forged signature giving Ms. Campbell a lien on Ms. Dutton's Buzhardt Road property, even though Ms. Campbell was not the seller and she had no interest in this property (Defendants' Ex. Nos. 24 and 52). Ms. Campbell clearly

knew about this document, because she signed a satisfaction of the bogus mortgage (Defendants' Ex. No. 25). Ms. Campbell has a lien on Lisa Dutton's present trailer based on Ms. Dutton's forged signatures (Defendants' Ex. Nos. 49, 50, 51 and 52 plus Plaintiffs' Ex. No. 9). Likewise, Ms. Campbell acquired a mortgage on the land of Charles F. Falin (Defendant's Ex. No. 28), even though she was not the seller of that land (Defendants' Ex. Nos. 26 and 27). She was the beneficiary of a forged Power of Attorney supposedly from her mother (Defendants' Ex. No. 12).

d) Kathleen Lollis also benefitted from suspicious recorded documents. Defendants' Ex. No. 54 is a Contract of Sale between Plaintiff Lollis and Lisa Dutton. Defendants' Ex. No. 55 purports to be a revocation of that contract, although the signature of Lisa Dutton is quite different from her signature on the contract (See also Defendants' Ex. No. 52 for an exemplar.), and Ms. Dutton testified that the signature is a forgery.

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P.9

e) Plaintiff Campbell in conspiracy with Plaintiff Lollis filed a fraudulent affidavit in the Probate Court so that the assets of the late Frank Lollis would not be subject to probate and his creditors could be defrauded. The Court's finding that his Estate was of a small size at his death (Final Order, p. 6, para. 24) is not supported by the evidence. Barry Adams knew that he made sales for Frank Lollis not long before his death, but he was not in a position to state what assets remained. See also Defendants' Ex. Nos. 42, 43, 44, 62, 63, 64, 67, 68, 69, 70 and 71. Even if all the property had been sold, the resulting money would have been an estate asset and probate would still have been required.

f) The trailer title Dennis Dutton received from Frank Lollis was an original title document, not a duplicate (Defendants' Ex. No. 58). This supports Mr. Dutton's account that he received the title directly from Frank Lollis, and the Plaintiffs offered no explanation for how Mr. Dutton could have acquired the original title otherwise. As to Plaintiffs' expert authenticating Mr. Lollis's signature, see Plaintiffs' Ex. No. 15, Supp. Rpt. #2.

g) Plaintiffs' real estate lawyer, John Scurry, testified that Plaintiffs were aware that Frank Lollis was signing their names to legal documents, and they did not object to this.

h) According to Plaintiff Lollis, it escaped her notice that she had lost 13 properties by 14 recorded deeds bearing her forged signatures (Defendants' Ex. No. 12) over a five year period. None of these deeds involved the Defendants.

22. The Court made findings that Frank Lollis was the businessman in the family and that he bought property which he put in the names of family members. While he was alive, the Plaintiffs allowed him to treat the property as his own, regardless of who held legal title. The Court further found that Frank Lollis held a power of attorney from Kathleen Lollis which the land records show he used with regularity to circumvent his lack of legal title. The fact that Defendants' ownership of their land was equitable rather than legal and that Frank Lollis relatives were straw purchasers does not undermine the Court's conclusions.

23. This has been dealt with *supra*, and the credibility of the witnesses is for the Court. See paragraph 25 under the Final Order's Findings of Fact and the checks and receipts introduced by Defendants which show the money received by Plaintiffs' agent on their behalf.

24. Plaintiff Lollis through her agent was fully compensated for the property sold to the Defendants. The fact that she waited until that agent was dead and therefore unavailable to testify before launching her lawsuit is highly significant.

25. The Plaintiffs cite no basis for this, and it should be deemed to be abandoned. Defendants' rejection of it is dealt with *supra*.

26. The Plaintiffs cite no basis for this, and it should be deemed to be abandoned. Defendants' rejection of it is dealt with *supra*.

27. The Plaintiffs cite no basis for this, and it should be deemed to be abandoned. Defendants' rejection of it is dealt with *supra*. As a matter of law the Defendants could not have converted

property to which they held the legal title. No basis for actual or punitive damages was proved by Plaintiffs.

Conclusion

The Plaintiffs' motion has no factual or legal support and must be denied. The Defendants are entitled to costs and attorney fees. Defendants reserve the right to supplement their attorney fee affidavit to include subsequent hours.

COX, FERGUSON & WHAM, LLC
Attorneys for the Defendants

JR7
P-11

By: John R. Ferguson
John R. Ferguson
S.C. Bar No. 1987
107 E. Laurens St.- P.O. Box 286
Laurens, S.C. 29360
(864) 984-2126

July 17, 2015

STATE OF SOUTH CAROLINA)) BROADCASTER

COUNTY OF LAURENS))

IN THE COURT OF COMMON PLEAS
Eighth Judicial Circuit

Kathleen Lollis and)) JUL 13 P 1:07
Linda Campbell,))

Plaintiffs))

vs.))

Lisa Dutton, Dennis Dutton,))
and Kelsey Dutton))

Defendants))

MOTION TO ALTER OR AMEND
AND

MOTION FOR ATTORNEY FEES
2013-CP-30-513

TO: THE PLAINTIFFS AND YOUR COUNSEL

YOU WILL PLEASE TAKE NOTICE that the undersigned counsel for the Defendants will move the Court as follows:

I. To alter or amend the Court's order dated July 2, 2015 to award actual and punitive damages and costs under the Defendants' counterclaims, because the evidence amply supports this relief.

II. If No. I. *supra* is not granted, to alter or amend the Court's order dated July 2, 2015 to state findings of fact and conclusions of law concerning the denial of Defendants' counterclaims. Defendants reserve the right to supplement this motion after the Court states these.

III. To alter or amend the Court's order dated July 2, 2015 to spell out the connection between the bogus exemplars given by Plaintiffs to their expert and his conclusions in their favor.

IV. To alter or amend the Court's order dated July 2, 2015 to reverse its denial of attorney's fees for the Defendants. Granting attorney fees is necessary to restore the Defendants to the position they would have been in had the Plaintiffs never filed their lawsuit or attempted to defraud Defendants. A failure to grant attorney's fees will instead unjustly leave Defendants

impoverished from having to engage in a prolonged and expensive legal battle just to receive what was already theirs.

The Plaintiffs' lawsuit was not the product of a misunderstanding. Their treatment of Defendants is rife with numerous badges of fraud, including filing a perjurious affidavit in Probate Court to avoid having to open an estate for Frank Lollis, taking all Frank Lollis's assets to defraud his creditors, lying about the role of Frank Lollis in managing assets in their names, taking Defendants' money and then attempting to deny them the benefit of their bargains, stealing the Defendants' riding lawnmower, presenting forged documents to assert for Linda Campbell a lien on Lisa Dutton's trailer, intentionally misleading their expert witness and even lying about their relationship to Frank Lollis in their sworn Reply. Throughout the case the Plaintiffs not only defrauded the Defendants, but they also committed numerous frauds on the Court. These must not be condoned and rewarded.

JR7
P.2
V. To grant attorney fees to Defendants in accordance with Rule 37(c), SCRCP for the attorney fees they incurred proving the truth of the Requests to Admit (attached) wrongfully denied by Plaintiffs. This required four days of trial.

VI. To grant attorney fees and costs pursuant to S.C. Code Section 15-53-100 (declaratory judgments) in accordance with the liberal construction mandated by S.C. Code Section 15-53-130, because the Plaintiffs attempted to defraud the Defendants and caused them great expense thereby.

VII. To grant attorney fees and costs pursuant to the Frivolous Civil Proceedings Sanctions Act (S.C. Code 15-36-10) in that the Plaintiffs signed a Reply denying their relationship to Frank Lollis, filed a motion seeking to know what Defendants had paid their attorney after that relief already had been denied, refused to provide relevant material sought in discovery and wrongfully denied requested admissions. Had the Plaintiffs not

lied to their attorney about the facts of the case, it would have been apparent to her that the initiation and continuation of this lawsuit was frivolous, and this lawsuit was brought for the improper purpose of bullying the Defendants into not asserting their claims and harassing and impoverishing them if they did. The reasonable attorney standard should apply only to an attorney who has been told the truth by his/her clients. Clients who lie to their attorneys to manipulate them should not escape punishment because they successfully misled their counsel. (See S.C. Code Section 15-36-10(E)(4).)

VIII. To grant attorney fees as a matter of justice and equity for the Plaintiffs' boosting of Defendants' attorney fees and costs through their obstruction of discovery, their perjury in the trial of this case and in discovery and such additional matters as are part of the evidence of this case and set forth in the accompanying Defendants' Attorney Fee Affidavit.

JR7
P.3

COX, FERGUSON & WHAM, LLC
Attorneys for the Defendant

By: John R. Ferguson
John R. Ferguson
S.C. Bar No. 1987
107 E. Laurens St. - P.O. Box 286
Laurens, S.C. 29360
(864) 984-2126

July 13, 2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

IN THE COURT OF COMMON PLEAS
Eighth Judicial Circuit

Kathleen Lollis and)
Linda Campbell,)
)
Plaintiffs)

vs.)

PLAINTIFFS'
RESPONSES TO
DEFENDANTS' REQUEST TO ADMIT

Lisa Dutton, Dennis Dutton)
and Kelsey Dutton)
)
Defendants)

2013-CP-30-513

TO: DEFENDANTS THROUGH THEIR ATTORNEY, JOHN FERGUSON, ESQ.

Plaintiffs provide these responses to Defendants' Request to Admit dated December 20, 2013, which was received by Plaintiffs' counsel on December 23, 2013, as follows:

1. The lien of Plaintiff Linda Campbell on the mobile home titled in the name of Lisa Juanita Dutton is not valid and is not supported by consideration.

RESPONSE: The Plaintiffs deny that the lien "is not valid." The Plaintiffs admit that the lien "is not supported by consideration" to Plaintiffs' knowledge and information insofar as Plaintiff Linda Campbell has not received any consideration from Defendant Lisa Juanita Dutton.

Elizabeth D. Medlin
Elizabeth D. Medlin, SC Bar # 76126
Medlin Law Firm, LLC
Post Office Box 876
Laurens, SC 29360
(864) 681-1340
Attorney for Plaintiffs

January 17, 2014

Linda Campbell 1-17-14
Linda Campbell, Plaintiff

Kathleen Lollis 1/17/14
Kathleen Lollis, Plaintiff

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF LAURENS	)	IN THE COURT OF COMMON PLEAS
	)	Eighth Judicial Circuit
Kathleen Lollis and	)	
Linda Campbell,	)	2013-CP-30-513
	)	
Plaintiffs,	)	
	)	PLAINTIFFS'
vs.	)	RESPONSES TO
	)	DEFENDANTS' REQUEST
	)	TO ADMIT
Lisa Dutton, Dennis Dutton	)	
and Kelsey Dutton	)	
	)	
<u>Defendants</u>	)	

TO: DEFENDANTS THROUGH THEIR ATTORNEY, JOHN FERGUSON, ESQ.

Plaintiffs provide these responses to Defendants' Second Request to Admit dated October 23, 2014, which was received by Plaintiffs' counsel on October 27, 2014, as follows:

1. Frank Lollis and/or John C. Scurry, Jr. sometimes signed legal documents on behalf of Plaintiff Kathleen Lollis using her name.

RESPONSE: The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

2. Plaintiff Kathleen Lollis did not object to Frank Lollis or John C. Scurry, Jr. concerning their signing of her name on legal documents.

RESPONSE: The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object

to the this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

3. Frank Lollis and/or John C. Scurry, Jr. sometimes signed legal documents on behalf of Plaintiff Linda Campbell using her name.

RESPONSE: The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

4. Plaintiff Linda Campbell did not object to Frank Lollis or John C. Scurry, Jr. concerning their signing of her name on legal documents.

RESPONSE: The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

5. Plaintiff Kathleen Lollis signed a document allowing Frank Lollis to sign her name on legal documents.

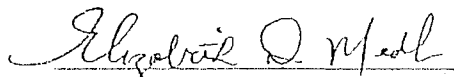
RESPONSE: Denied

6. Until filing suit against the Defendants herein, the Plaintiffs never tried to void a legal document wherein someone else had signed their names.

RESPONSE: The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

7. The Plaintiff received some money paid by the Defendants to Frank Lollis for the purchase of the property at issue.

RESPONSE: Denied



Elizabeth D. Medlin, SC Bar # 76126
Medlin Law Firm, LLC
Post Office Box 876
Laurens, SC 29360
(864) 681-1340
Attorney for Plaintiffs

November 19, 2014

UNRECORDED

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

IN THE COURT OF COMMON PLEAS
Eighth Judicial Circuit

2013 JUL 13 P 1:03

Kathleen Lollis and)
Linda Campbell,)

Plaintiffs,)
vs.)

DEFENDANTS' ATTORNEY FEE AFFIDAVIT

Lisa Dutton, Dennis Dutton,) 2013-CP-30-513
and Kelsey Dutton)

Defendants)

PERSONALLY APPEARED before me John R. Ferguson, who, being duly sworn, says that he is the attorney for the Defendants in this case and is requesting an attorney's fee award. Among the factors which the Affiant considers relevant to the Court's consideration of this matter are the following:

1. Nature, extent and difficulty of services rendered: many consultations, review of huge number of documents, interviews of many witnesses, preparation for and argument at motion hearings (incl. Plaintiffs' Motion for Summary Judgment), legal research, lengthy trial preparation, 4 day trial, file review and preparation of lengthy proposed order

jr7
In my nearly 40 years of practicing law, this is one of the most difficult cases I have ever handled. When I initially evaluated it, it appeared to be unwinnable. I entered the case not long before the Plaintiffs' summary judgment motion was to be argued. Plaintiffs' counsel had filed an affidavit (Exhibit 1) from the Lollises' real estate attorney (John Scurry) designed to make it appear that there was no power of attorney and an affidavit from a document examiner indicating that all the documents relied upon by Defendants were forgeries so that the case was open and shut.

Although I assumed that Mr. Scurry would not talk to me, he later agreed to do so. To my surprise, I discovered that the affidavit prepared for him by Plaintiffs' counsel was not what it appeared to be. Using an affidavit I drafted as a starting point, Mr. Scurry prepared an affidavit (Exhibit 2) of his own which put the case in quite a different light and showed that the affidavit prepared for him by Plaintiffs' counsel was designed to be materially misleading.

This case was made much more difficult by the way Ms. Medlin approached her representation. Without consulting me, she unilaterally scheduled 6 depositions for one day on 12 days' notice and refused to consider re-scheduling when I told her that I had a two day case approaching and needed to use the time to prepare. It had been difficult for me to discuss scheduling with my clients, because the turn around time for a letter is a week. Apparently her scheduling was to punish me for not getting back to her as fast as she wanted, although she never picked up the telephone to discuss the matter. This was in the beginning of this case, so there was no necessity to rush. I was forced to move to quash the subpoenas but still had to attend 3 depositions in 1 day while I was trying to prepare for trial in another case.

Ms. Medlin moved for and was denied a TRO, a part of which sought for the Defendants to post bond. After the denial of that motion she then made a separate motion for the Defendants to post bond. Judge Hocker denied this by Bench Order dated January 22, 2015 and noted that the relief sought had previously been denied. (Exhibit 3)

Ms. Medlin also insisted that the attorneys and all the parties go to Lisa Dutton's trailer near Ware Shoals to inspect the registration plate. Upon my objection, she agreed that only the attorneys had to make this journey. I saw no need for wasting nearly half a day on this, but she insisted because she was having difficulty matching the trailer serial number with the title papers. It later developed that she was trying to match the Tennessee manufacturer's serial number (which began with "TEN") with the number S.C. had assigned to the trailer on the title.

LR 7
Ms. Medlin several times demanded that I tell her how much my clients had paid me. I informed her that this was a protected attorney-client communication, so she made a motion to compel. Judge Addy agreed that the communication was protected, but Ms. Medlin later served me with another request to produce the same information so I had to claim the privilege once more.

Ms. Medlin accused me of interfering with her trial preparation by not sending her a copy of my subpoenas. I told her that I was not aware of any rule which required me to send her that information and demanded that she either provide a basis for her accusation or an apology. She has provided neither, and I was forced to waste time on her incivility.

Discovery with Ms. Medlin was not a happy experience. She was constantly refusing to provide requested documents because in her estimation I did not need them. (See Plaintiffs' Obstruction of Discovery, Exhibit 4.) Because my clients do not have the resources for me to be arguing numerous motions, I mostly did without the requested information, which benefitted Plaintiffs' case; but I did obtain a court order to force her to tell me which

without the requested information, which benefitted Plaintiffs' case; but I did obtain a court order to force her to tell me which documents on the public record bore Kathleen Lollis's forged signatures (Exhibit 4). This was crucial to show the pattern of her allowing others to sign her name, which in turn was crucial to show the worthlessness of her document examiner's opinion.

In general Plaintiffs' counsel converted what should have been a businesslike relationship between trial attorneys into a quarrel in which she constantly declared herself to be outraged and insulted that I had a different theory of the case and wanted her clients to stop harassing my clients. Much of her correspondence of that kind appeared to be for the benefit of her clients' emotional satisfaction rather than anything to advance the case (See correspondence excerpts attached as Exhibit 6.). Her correspondence was filled with an aggressive incivility, which unnecessarily increased the attorney time required for the case.

The Plaintiffs and their surrogates have harassed the Defendants throughout the case. They trespassed on the Defendants' property (and forced the Defendants to send them a no trespass notice), stole mail out of their mailboxes, stalked them on social media, harassed their witnesses and registered a trailer to a 911 address already assigned to Lisa Dutton and on her property. This increased Defendants' attorney fees, because they consulted on what redress was available.

JR7
My initial approach to the case was to meet the Plaintiffs' case head on, but I discovered that starting with the Plaintiffs' assumptions about payments and signatures would not work. Instead, I had to study how the Plaintiffs and the late Frank Lollis did business. This meant that I had to review and analyze the entirety of their real estate transactions in Laurens and Greenwood Counties. This proved to be a massive and time-consuming labor, but it was essential to show that the Plaintiffs' claims that they had bought the property in question with their own money and that the signatures relied upon by Defendants were forged were not supported by the evidence.

2. Time necessarily devoted to the case: 231.9 hours to date (See attached Exhibit 7.) This case required a considerable amount of pondering and analyzing the documents to find the connections and inconsistencies they revealed, and it was complicated by the approach of Plaintiffs' counsel.

3. Professional standing of counsel: Member of S.C. Bar in good standing and in practice since 1975, author of legal reference work and numerous supplements, listed in Who's Who in American Law (11th ed.)

4. Ability of client to pay fee and parties' respective financial conditions: The Plaintiffs have the wealth provided to

them by the late Frank Lollis, including expensive equipment and extensive real estate holdings, which they fraudulently received while preventing probate to defraud creditors. The Defendants are on disability and used all their accumulated assets to buy the property at issue and to partially pay their attorney. They have a large balance of unpaid legal bills, and Plaintiffs have announced that they will appeal, which will inflict further financial strain on the Defendants and their counsel.

5. Beneficial results accomplished: Defendants have prevailed after a difficult and hard-fought four day trial.

6. Customary legal fees for similar services: \$ 250 per hour

7. Other relevant matters: Attached as Exhibit 8 is an Affidavit from Lisa Dutton concerning ethical misconduct by Plaintiffs' counsel to gain an advantage in the trial of the case. This should be an equitable consideration in setting a fee.

The fraudulent and perjurious conduct of Plaintiffs and the lack of cooperation on the part of their counsel made this case much more complicated and therefore much more stressful and expensive than it should have been. It would be inequitable for the Plaintiffs to benefit from their wrongful conduct and for Defendants, who now have a large attorney fee to pay, to bear the burden of it.

As the Court is aware, the undersigned put his health at risk by undertaking a 4 day trial when he was already quite ill. He did this because getting rid of this case was preferable even to recuperation for reasons illuminated by this Affidavit and by Plaintiffs' sworn pleadings, which have been shown to be filled with falsehoods.

John R. Ferguson
JOHN R. FERGUSON, Affiant
Attorney for the Defendants

SWORN TO before me this 13 day of July, 2015.

Dulworth S Ball (SEAL)
Notary Public for South Carolina
My Commission Expires: 7/30/24

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	EIGHTH JUDICIAL CIRCUIT
COUNTY OF LAURENS	)	2013-CP-30-513
Kathleen Lollis,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	AFFIDAVIT OF JOHN SCURRY, JR.
	)	
Lisa Dutton, Dennis Dutton and	)	
Kelsey Dutton,	)	
	)	
<u>Defendants.</u>	)	

I, John Scurry, Jr., being duly sworn, deposes and states as follows:

I prepared a document titled "Contract of Sale" between Kathleen Lollis and Lisa Dutton, which was filed with the Laurens County Court on November 21, 2011. The property is referenced as "Tract A2 Cemetery Road, Ware Shoals, SC 29692, Portion of Tax Map number 028-00-00-073, Deed Book 468 at Page 28, Plat Book A654 at Page 6." I can personally attest that Mrs. Kathleen Lollis was not present for that meeting on October 20, 2011 and that she did not sign her name to the document. Lisa Dutton was present for that meeting on October 20, 2011 and she did sign her name to that document. I did not present in any way, verbal or written, that any person had the authority or Power of Attorney to sign the name of Kathleen Lollis to Lisa Dutton at that meeting on October 20, 2011.

I have been presented a copy of a document titled "Contract of Sale" between Kathleen Lollis and Dennis Dutton, which was filed with the Laurens County Court on December 20, 2012. The property referenced is "Tract A Cemetery Road, Ware Shoals, South Carolina 29692. Tax Map number 028—00-00-073, Deed Book 468, Page 28. 2001 Oxford 16X80 Mobile Home, Serial number OHC011912NC." This document is dated December 17, 2012. I had absolutely no part or role in creation of that document. I was not present when that document was created or signed.

I have no knowledge regarding this alleged "Contract of Sale" between Kathleen Lollis and Dennis Dutton.

Sworn to and subscribed before me
this 25th day of July, 2013.

Elizabeth D. Meall
Notary Public For South Carolina
My Commission expires: 8/24/22

John Scurry, Jr.
John Scurry, Jr.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENWOOD)

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME John C. Scurry, Jr. who, being duly sworn, says the following:

I am a licensed attorney in South Carolina (Bar No. 5002). Several years ago Frank Lollis came to me to request that I provide legal services to help him buy and sell property, and I did this until his death in April, 2013. Frank did alot of real estate transactions, but he explained that because of his "checkered past" he generally put the property in other peoples names. Most of his property he put in the name of his mother, Kathleen Lollis. It is my opinion that Kathleen Lollis knew that Frank titled property in her name.

I believe that Frank showed me a General Power of Attorney signe by Kathleen Lollis which he apparently never recorded and he typically signed her name when needed in his real estate transactions. Because Frank generally dealt in cash, I did not need to pass any money through my trust account, I did not know what private compensation arrangements Frank and his mother had with each other. It is my opinion that kathleen Lollis was fully aware of her participation in Frank's real estate dealings.

It is my opinion that it was Frank's money which bought the property he sold. It is my opinion that Kathleen's role was to hold title until Frank was ready to sell the property.

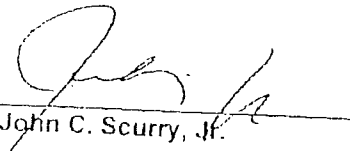
I drafted the Contract of Sale for the sale of Lot A2, Cemetery Road, Ware Shoals, from Kathleen Lollis to Lisa Dutton. I did this at the request of Frank Lollis. Kathleen Lollis was not present and did not sign the contract, Frank signed the contract on her behalf.

I did not represent Lisa Dutton in this transaction but it is my opinion that she knew that the property was in the name of Kathleen Lollis and taht FRank was signing on behalf of Kathleen Lollis.

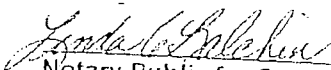
After Lisa Dutton's contract was signed and recorded Frank contacted me and told me that there had been a mistake in the description of thwe mobile home being sold. I prepared and recorded an Amendment to the Contract of Sale in January, 2011.

I am aware of a Contract of Sale to Dennis Dutton for property on Cemetery Road near Ware Shoals. I did not prepare or witness the signing of this document.

I have retained a copy of ths Affidavit.


 John C. Scurry, Jr.

SWORN to before me this 6 day of January, 2014.


 Notary Public for South Carolina
 My Commission expires: 06-20-23

Medlin Law Firm, LLC

Elizabeth Dyal Medlin
Attorney at Law

1027 W. Main Street
P.O. Box 876
Laurens, South Carolina 29360

Telephone: 864-681-1340
Facsimile: 864-681-1341

November 11, 2013

John R. Ferguson, Esq.
P.O. Box 286
Laurens, SC 29360

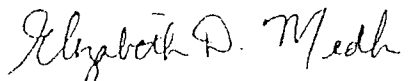
Re: *Kathleen Lollis and Linda Campbell vs. Duttons*
2013-DR-30-513

Dear John:

Please find enclosed herewith for service upon you on behalf of your clients, notice of depositions of your clients, Lisa Dutton, Dennis Dutton and Kelsey Dutton. The depositions of your clients have been scheduled for Tuesday, November 26, 2013 at the times stated on the enclosed notices. The Notices of Deposition of Defendants are enclosed herewith along with a Certificate of Mailing for same.

With kind regards, I am

Sincerely,


Elizabeth D. Medlin

cc: Clients

Medlin Law Firm, LLC

Elizabeth Dyal Medlin
Attorney at Law

1027 W. Main Street
P.O. Box 876
Laurens, South Carolina 29360

Telephone: 864-681-1340
Facsimile: 864-681-1341

November 13, 2013

John R. Ferguson, Esq.
P.O. Box 286
Laurens, SC 29360

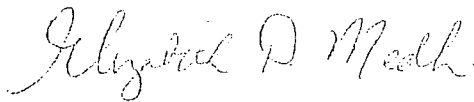
Re: *Kathleen Lollis and Linda Campbell vs. Duttons*
2013-DR-30-513

Dear John:

Please find enclosed herewith copies of the Notices of Depositions, along with the subpoenas for same, to Mark Lowe, Heather Fields and Mae Smith along with a Certificate of Mailing for same. As you will see, these depositions have been scheduled for November 26, 2013 at the specific times and location stated in the enclosed notices.

With kind regards, I am

Sincerely,



Elizabeth D. Medlin

cc: Clients

EXHIBIT 4

State of South Carolina)

____ Court of General Sessions

County of Laurens)X Court of Common PleasKathleen Collis, et al.)
vs. (E. Medlin))

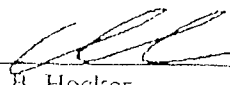
Bench Order

Lisa Dutton, et al.)
(S. Ferguson))Case#: 13-CP-30-513Date of Hearing: 11

Plaintiff filed a Motion for the Defendant's to post Bond. This Motion is denied as there is no authority for this Court to do so especially in light of the fact that the Court previously denied the Plaintiff's request for a TRO.

Defendant filed a Motion to Compel Answers to certain Requests to Admit. This Motion is granted conditioned upon the Defendant being more specific as to any instances of Plaintiff's authorizing Mark Collis to sign their names to certain legal documents. The Plaintiff shall have the right to object at trial as to this evidence, if any, on relevancy or other grounds.

Laurens, SC
1-22-15


Donald B. Hocker
Circuit Court Judge

PLAINTIFFS' OBSTRUCTION OF DISCOVERY

Plaintiff's Supplemental Responses to Defendants' Request to Produce (9/12/13)

13. A statement of the source of the consideration for your alleged purchase of the subject property with supporting documentation

Refer to the deed previously provided. Plaintiff objects to this request insofar as the request is overly broad and unreasonably burdensome. Plaintiff purchased the property at issue over 14 years ago. [JRF observation: Ms. Lollis had not been working for some time when the land was bought. There was no allegation that she had numerous sources of income.]

14. An itemized list of the real property and the mobile homes transferred to you in the last 10 years by Frank Lollis for less than full consideration with copies of the transfer documents.

None known to Plaintiff

17. An itemized list of the property owned by Frank Lollis at his death worth \$ 500 or more with a statement of the name and address of the person having possession of it.

1987 Horton Mobile Home (\$ 2,000); 1980 Norris Mobile Home (\$1000)- Linda Campbell

Plaintiff's Responses to Second Interrogatories (10/13/13)

3. List the properties the Plaintiffs received from Frank Lollis by gift or without paying fair market value and state whether gift tax returns were filed for each of these transfers.

The Plaintiffs object to this question insofar as it is irrelevant to the real and personal property at issue in this action.

4. List the property belonging to Frank Lollis at the time of his death having a value of at least \$ 500, including (but not limited to) heavy equipment, vehicles, the contents of his safe, cash, mobile homes, securities and firearms.

The Plaintiffs object to this question insofar as it is irrelevant to the real and personal property at issue in this action.

5. Itemize the property having a value of at least \$ 500 belonging to Frank Lollis or his Estate which was disposed of from January 1, 2013. For the purpose of this question, please include all joint bank accounts whether "and" or "or", stating in whose names the accounts were, the amount held at the time of the transfer, the bank, its address and the account number.

The Plaintiffs do not have the requested information insofar as the named Frank Lollis is deceased. The Plaintiffs further object to this request insofar as it is irrelevant to the property at issue in this case. [Some bank account information was provided pursuant to a subpoena.]

Plaintiff's Responses to Third Interrogatories (11/26/13)

1. Itemize all property having a value of at least \$ 500 owned by Frank Lollis at his death. State the name and address of the possessor of each item, and if the registered owner of the property has changed, provide copies of the documents transferring title. This request includes, but is not limited to, a Volkswagen Beetle, a Chevrolet Pathfinder, a recreational vehicle, 2 Dodge trucks, a 1999 Sterling dump truck, a 2000 GMC pickup truck with tool boxes, a 2000 or 2001 Ford Escape and any real property owned by the decedent at the time of his death.

The Plaintiffs object to this request insofar as it is irrelevant to the issues in this case. Without waiving Plaintiff's objections to this request, Plaintiffs would state that any property known to Plaintiffs which may have been titled in Frank Lollis' name is available to Defendants by way of the property records.

[JRF observation: Plaintiffs first denied that there was any such property. Then when faced with a partial list, they switched to "Go fish". Frank Lollis often did not register the titles to his equipment, and one of the heirs (his brother) is a resident of Georgia. The property records would not necessarily show the name and address of the possessor of each item, especially heavy equipment whose title was not registered to begin with.]

Plaintiffs' Responses to Defendants' Request to Admit (1/17/14)

1. The lien of Plaintiff Linda Campbell on the mobile home titled in the name of Lisa Juanita Dutton is not valid and is not supported by consideration.

The Plaintiffs deny that the lien "is not valid". The Plaintiffs admit that the lien "is not supported by consideration" to Plaintiffs' knowledge and information insofar as Plaintiff Linda Campbell has not received any consideration from Defendant Lisa Juanita Dutton.

[JRF observation: The consideration inquired about was obviously the consideration paid to Ms. Dutton supporting the Campbell lien in question. The response therefore was not only sarcastic but a violation of the court rules requiring a substantive response. It should also be noted that at trial Ms. Campbell could not explain how she got the lien, and she admitted

receiving, endorsing and depositing a check from Lisa Dutton in payment on her trailer.]

Plaintiffs' Responses to Defendants' Request to Admit (11/19/14)

1. Frank Lollis and/or John Scurry, Jr., sometimes signed legal documents on behalf of Plaintiff Kathleen Lollis using her name.

The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to this request inasmuch as Defendants' counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

[JRF observation: The information sought was obviously at the heart of the case and clearly relevant. Plaintiffs sought to improve their position by refusing to respond. If there actually were a rule which said that there could be no request to admit if the same information could be acquired by deposition- and there is not- there would be no need to have requests to admit.]

2. Plaintiff Kathleen Lollis did not object to Frank Lollis or John C. Scurry, Jr. concerning their signing of her name on legal documents.

The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to the (sic) this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

3. Frank Lollis and/or John C. Scurry, Jr. sometimes signed legal documents on behalf of Plaintiff Linda Campbell using her name.

The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to the [sic] this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

4. Plaintiff Linda Campbell did not object to Frank Lollis and John C. Scurry, Jr. concerning their signing of her name on legal documents.

The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to the [sic] this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

6. Until filing this suit against the Defendants herein, the Plaintiffs never tried to void a legal documents wherein someone else had signed their names.

The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, the Plaintiffs object to the [sic] this request inasmuch as Defendant's counsel has failed to notice the depositions of the Plaintiffs despite the fact that this case has been pending for more than one year and the Plaintiffs are informed and believe that the Defendants are attempting to get deposition information through written discovery, which is improper and a misuse of the discovery process.

[JRF observation: The Plaintiffs' failure to object to forged signatures is evidence that they were aware of and approved the forgeries, so it is relevant.]

Plaintiffs' Responses to Defendants' Request to Admit Dated December 9, 2014 (12/16/14)

1. Katie Barton [Plaintiff Lollis's granddaughter and Plaintiff Campbell's daughter] recently removed Laurens County property tax notices from the Defendants' mailboxes.

The Plaintiffs are without information or knowledge as to this request insofar as it seeks information related to a non-party and Plaintiffs do not have the information or knowledge to admit or deny. Further, the Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of the case.

[JRF observation: It was proved at trial that the Plaintiffs used the stolen tax notices to pay the taxes on the subject trailers. Lisa Dutton also saw Ms. Barton on her property at the time the notices were stolen.]

2. Katie Barton delivered these tax notices to the Plaintiffs.

The Plaintiffs are without information or knowledge as to this request and Plaintiffs do not have the information or knowledge to admit or deny. The Plaintiffs further object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case.

[JRF observation: The request was served not long after the tax notices were stolen, and it dealt with the personal knowledge of the Plaintiffs about what they received from Katie Barton. The request was relevant because it impeached the Plaintiffs, who claimed that they paid the taxes using notices which came to them, and it supported punitive damages.]

3. Using these tax notices, one or both Plaintiffs paid the taxes on the subject property.

The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Plaintiffs would respond notwithstanding their objection, however, that Plaintiffs paid the 2014 taxes on the property at issue because Plaintiff is the owner of said property and therefore the notices were delivered to Plaintiff Kathleen Lollis by the U.S. Postal Service.

[JRF observation: There is no dispute that the two trailers were in the names of Lisa Dutton and Dennis Dutton. The tax notices therefore went to Defendants, and the Plaintiffs were unable to produce copies of any trailer tax notices sent to them.]

4. At the time Katie Barton removed mail from the Defendants mailboxes she and the Plaintiffs were under no trespass notices concerning this property.

The Plaintiffs object to this request insofar as it exceeds the scope of the issues in this case and is not relevant to the subject matter of this case. Further, Plaintiffs are without information as to the information requested. Further, Plaintiff Kathleen Lollis is the legal owner of the property. Otherwise, this request is denied.

[JRF observation: At trial Plaintiff Lollis testified about being served with a no trespass notice, and Defendant Lisa Dutton explained that it covered Katie Barton as well as the Plaintiffs. The Plaintiffs were therefore not lacking information sufficient to respond to the request. As a matter of law, the record title owner of property can commit a trespass against the one lawfully in possession, so Kathleen Lollis's record title makes no difference.]

5. Plaintiffs intend to use their payment of taxes on the subject property to bolster their position in this case.

Plaintiffs would not deny their payment of the 2014 property taxes. Plaintiff paid the taxes because she received the notice via U.S. Mail and, as the legal property owner, made payment for her property to the county tax office.

[The trailer titles introduced at trial show that one trailer is titled in the name of Dennis Dutton and another is titled in the name of Lisa Dutton. Plaintiffs produced no title documents showing that they are the holders of legal title to the subject mobile homes. Defendants also produced copies of their tax notices showing that they were sent to Defendants' addresses. Plaintiffs did not produce any tax notices for the trailers which were mailed to them.]

CORRESPONDENCE FROM AND TO E. MEDLIN

Medlin to Ferguson 11/18/13- "You have accused my clients of being dishonest about their knowledge of property titled in Frank Lollis' name and you have accused them of transferring property in his name to avoid probate, which is all completely untrue and insulting."

Medlin to Ferguson 11/18/13- "I am quite familiar with the court rule regarding depositions and would refer you to same. Pursuant to rule 30 of the South Carolina Rules of Civil Procedure, ten days notice is required for depositions. I have provided you with more than the required notice [12 days]."

Ferguson to Medlin 11/19/13- "Mr. Lollis owned a number of trailers at the time of his death, as well as earthmoving equipment, which was given to a relative and taken to Georgia. This is not an irrelevant issue, because Frank Lollis is the one who sold the land and trailers to my clients. If your clients have no liability for this, then his Estate should and so should be a party. I have tried to minimize the conflict by letting your clients apply to be PR, but you want to make everything a battle."

Ferguson to Medlin 11/19/13- "I also did not insult your clients when I pointed out that Lisa Dutton has suffered 'considerable harassment from someone aligned with your clients.' I gave you evidence for that and did not ask for any admissions by your clients; I merely asked you to discuss with them the importance of civility and said I would do likewise with my clients. Instead of doing that, you made insulting grandstanding comments in your reply letter and sent it to your clients to show how tough you are."

Ferguson to Medlin 11/19/13- "Attorneys have a responsibility to the system and to each other. We have to be a buffer for our clients' displeasure with one another so that the case can be about real issues. If the attorney instead joins in the antipathy, the system suffers and the resolution of the conflict suffers. Being rude and demanding to me does not advance your cause."

Medlin to Ferguson August 27, 2014- "It is absolutely outrageous that your client would attempt to serve my clients with these [trespass] notices. ...This most recent antic by your client is nothing other than harassment.... Mrs. Lollis and her family should not have to suffer such unprovoked harassment at the hands of your client."

Medlin to Ferguson 11/20/14- "As to your accusations against my clients in alleging that they have somehow engaged in fraud against your clients, ...I am astounded that you would make such accusations especially given the undisputed facts [sic] and expert report in this case regarding the many falsified documents that have been produced by your clients in this case."

Medlin to Ferguson 12/16/14- "Your allegations against Mrs. Katie Barton [a Request to Admit concerning her theft of the tax notices] are completely ridiculous. I assume that these allegations came from your clients, the Duttons, which is even more surprising that you would take such baseless allegations and put them into formal discovery requests when there is absolutely no

justification for them to make such allegations against Mrs. Barton and my clients.”

Medlin to Ferguson 12/16/14- “The false allegations and baseless accusations that your clients continue to make against my clients and their family members must cease now.”

Medlin to Ferguson 12/16/14- “My clients have been more than cooperative in responding to your numerous discovery requests. Yet here we are more than one year after the case was filed, and you are still sending discovery requests, most of which are completely irrelevant and serve only as an attempt to harass the Plaintiffs.”

Medlin to Ferguson 1/7/15- “Also, in response to your request to admit as to whether not Katie Barton delivered the tax notices to my clients, they reiterate that she did not deliver the notices to them. Mrs. Lollis received the tax notices via the postal service.”

DUTTON TIME SHEET 13-484

<u>Date</u>	<u>Activity</u>	<u>Hrs.</u>
7/15/13	Intake	1.5
7/15/13	Research, work on pleadings	1.0
7/16/13	File rev., work on affidavits, legal research, drafting Return	1.7
7/19/13	Hearing prep., revision of affids., CW Clients, hearing	1.5
7/21/13	Drafting temp. order	.4
7/22/13	Fax of temp. o. to Medlin	.1
7/23/13	LF Medlin, revision of order, TF client, fax to Medlin re extension	.9
7/24/13	Fax fr. Medlin, 2 faxes to Medlin, revision of temp. order, research, work on pleadings, LT clients	1.7
7/24/13	Work on production request, fax to Medlin	.3
7/25/13	Fax fr and fax to Medlin, drafting Lis Pendens, filing L.P., LT clients, TT Whitesides, TF Whitesides, drafting Interrogatories	1.4
7/26/13	Fax fr. Medlin, revision of order, fax to Medlin, OCW clients, work on pleadings, Legal research	.9
7/29/13	Fax fr. Medlin, LT judge w/ Temp. O.	.3
7/29/13	Work on discovery docs., TT bank re records, LT clients	1.5
8/5/13	OCW client, TF client, TT Medlin, TT Dawson, Doc. rev., receipt prep.	3.0
-----Time to date 16.2 hrs.-----		
8/8/13	OCW client	.3
9/4/13	Rev of discovery, LT Medlin	.6
9/5/13	OCW clients re discovery	2.5

9/6/13	LT Medlin re PR issue	.2
9/9/13	Work on discovery responses	1.0
9/10/13	OCW Lisa and Kelsey Dutton	1.2
9/11/13	Rev. of docs. fr. clients	.3
9/12/13	2 TF Lisa D., LF and LT Medlin, rev. of Amend. Compl.	.6
9/13/13	LT clients w/ Amend. Compl.	.2
9/19/13	OCW client, TT witnesses	.6
9/20/13	TT witnesses	.7
9/23/13	LT Medlin, TT witnesses, work on Ans. & CC, TT client	1.0
9/25/13	Work on discov. resp., work on Ans. and CC, LT clients	2.0
9/26/13	Prep. of 2 nd Interrog., LT Medlin	.5
9/27/13	Work on Interrog.	.3
9/30/13	Del. of discov. docs., CW Medlin	.3
10/1/13	LT Medlin, LT clients	.3
10/21/13	Rev. of docs fr. Medlin, LT Medlin, LT Clients w/ docs.	.5
10/23/13	LT Medlin	.3
10/24/13	OCW clients	1.3
10/25/13	LT Medlin	.2
10/28/13	LT Medlin re discovery	.5
10/31/13	Prep. of 3 rd Interrog., rev. of evid., LT Medlin	.8
11/4/13	File rev., OCW client	.8
11/5/13	LF Medlin, LT clients w/ letter	.2
11/6/13	LT Medlin, prep. of receipt, EF and ET Medlin	.3
11/7/13	LF and LT Medlin	.3

11/13/13	ET and LT Medlin re depo. scheduling	.2
11/14/13	Rev. of depo. subpoenas, prep. of motion To quash, filing, TF client, LT Medlin	1.2
11/21/13	LF and Fax to Medlin	.3
11/25/13	LF Medlin, LT Medlin, TT Medlin (LMOM)	.5
11/26/13	Prep. for depositions	1.0
11/26/13	EF and ET Dutton, Depositions	2.8
11/27/13	EF and ET Dutton	.1
11/28/13	EF and ET Dutton	.1
12/4/13	LF and LT Medlin	.3
12/6/13	LF Medlin, EF and ET Dutton	.3
12/8/13	E-mail fr L. Dutton	.2
12/9/13	LT Medlin w/ receipt, 4 EF and ET Dutton, CW Nancy at Bldg. Codes	.9
12/10/13	Rev. of LF Medlin and LT, LT clients EF and ET Dutton	.4
12/11/13	EF and ET L. Dutton, LT Medlin	.2
12/16/13	EF client, OCW clients, TF Levins	.5
12/17/13	File rev., prep. of Req. to Pro., LT Medlin W/ production req.	.3
12/17/13	EF client, TF client, rev. of evidence	2.7
12/19/13	To G'wood to interview witness, affid prep., LT witness, multiple e-mails fr client	3.0
1/2/14	OCW clients	.7
1/7/14	CW clients, depositions, OCW clients	4.0
1/7/14	TF Lisa Dutton	.3
1/13/14	Motion prep., LT Medlin	.3
1/17/14	File rev., LT Medlin w/ docs.	.4
1/24/14	Prep. of Req. to Produce, LF and LT Medlin	.4
2/6/14	Prep. and motion hearing	1.6

2/7/14	File rev., drafting motion, LT Medlin	.8
2/20/14	LT Medlin	.2
2/24/14	File rev., prep. of discovery summary	.6
2/26/14	OCW Lisa D., work on amended interrog. Ans.	2.0
3/6/14	Info. fr. client, work on amend. interrog. ans.	1.0
3/13/14	Work on Amend. Interrog. Ans.	.5
3/17/14	2 EF client	.2
3/18/14	2 EF client	.2
3/19/14	2 EF client	.2
3/21/14	Fax to Medlin re depo., 2 EF and ET client	.4
3/22/14	Interviewing of witnesses	1.5
3/24/14	Fax fr Medlin and fax to re depo. scheduling, 7 EF and 3 ET client	.7
3/25/14	4 EF and 6 EF client	.6
3/30/14	EF client	.1
3/31/14	EF client	.1
4/7/14	2 EF and 2 ET client	.3
4/8/14	2 EF and ET client	.3
4/28/14	Deposition prep.	2.9
5/6/14	Trial prep.	2.0
5/7/14	Trial prep., LT DMV	3.0
5/8/14	Trial prep.	2.2
5/12/14	Trial prep., research on real est. records	2.0
5/13/14	Trial prep.	3.0
5/14/14	Record rev., trial prep.	2.7
5/15/14	Work on documents	2.2
5/19/14	Trial prep.	2.8

5/20/14	Trial prep.	3.5
5/21/14	Trial prep.	3.4
6/3/14	Trial prep.	3.0
6/5/14	Trip to Dutton home so that Medlin can view Trailer plate	1.5
6/6/14	TT Medlin, ET client, work on motion	1.0
6/9/14	3 EF client, 3 ET client, rev. of docs., LT Medlin	.5
6/10/14	Work on case	3.0
6/11/14	Trial prep.	3.0
6/12/14	Trial prep.	4.0
6/13/14	Trial prep.	2.7
6/16/14	Trial prep., rev. of Soc. Sec. docs. fr. Medlin, LT clients	4.2
6/17/14	Trial prep.	3.7
6/18/14	Trial prep., motion to Medlin	3.5
6/19/14	Trial prep., ET and LT clients	4.5
6/20/14	Trial prep., LT Medlin	2.0
7/22/14	Prep.. Re Scurry direct	.3
7/23/14	TT Bobo at Bldg. Codes, ET client, Rev. of Masters depo. and made notes	1.0
7/24/14	Prep. of Masters cross-exam., Barton depo. Notes	.8
7/25/14	Prep. of Barton cross	.5
7/28/14	LT J. Addy, TF client	.5
8/13/14	2 EF client, 2 TF client, CW Ridley at Bldg. Codes, 2 TF Ridley, 2 ET client	1.5
8/18/14	Rev. of motion, LT client, drafting Return	1.0
8/22/14	Final rev. of motion return before filing	.1
8/25/14	LT Medlin with Return	.1

9/4/14	Rev. of LF Medlin, LT Medlin	.3
9/24/14	To G'wood for CW Scurry, revision of Scurry doc., legal research, ET client	3.0
9/25/14	Legal research, 2 ET and EF client	2.0
9/30/14	LT Medlin re no discovery response	.2
10/1/14	To cthse for CW Clerk of Court re docket	.3
10/2/14	Prep. of Status Report, faxing to J. Addy and Medlin, legal research and prep. of summary of law	1.8
10/9/14	Trial prep.	3.0
10/10/14	Trial prep., opening argument prep.	1.0
10/17/14	Work on docs., LT Medlin	1.0
10/20/14	Doc. rev., trial prep., ET and LT client, 2 EF client, TF client	1.5
10/22/14	Research re Greenwood land transfers, TF Client, LT Williamson after address research	1.2
10/23/14	Requests to Admit prep., LT Medlin	.5
11/4/14	TF client, OCW client, 2 EF and 2 ET client	.5
11/5/14	Request to Produce prep., LT and fax to Medlin Work on Req. to Admit, 2 EF and 2 ET client	.6
11/21/14	LF Medlin	.2
11/25/14	Drafting Motion to Compel, LT Medlin w/ motion	.5
12/9/14	Request to Admit prep., LT Medlin w/ R to A	.4
12/17/14	Rev. of discov. resp. fr. Medlin	.2
12/18/14	Rev. of LF Medlin, 2 LT Medlin	1.0
12/29/14	Prep. of Thompson subpoena, LT Thompson	.2
1/9/15	Prep. of subpoena, del. to sheriff for service	.2
1/14/15	Prep. of subpoena, 2 LT Medlin, trial prep.	1.0
1/19/15	Trial prep.	2.0
1/20/15	Docket meeting, in chambers meeting of judge and lawyers re possible trial,	

	Multiple e-mails to and from client, file Review in prep. for trial	4.0
2/19/15	2 EF and ET client, TF client	.5
3/4/15	Trial prep., TF client, LT Medlin	2.0
3/10/15	Work on exhibit, LT Medlin w/ exhibit	.5
3/11/15	Trial prep., 2 ET Medlin	3.5
3/12/15	Trial prep., LT Medlin	4.5
3/16/15	Pre-trial conf. w/ judge, trial hours	4.5
3/17/15	Trial hours	6.5
3/18/15	Trial hours	5.0
3/19/15	Trial hours	2.0
3/21/15	Notes for order	1.0
3/31/15	Work on order	4.3
4/1/15	Work on order	4.0
4/2/15	Drafting order	3.7
4/6/15	Drafting order, reviewing exhibits at cthse.	3.5
4/7/15	TF client, work on order	5.7
4/13/15	Work on order	2.0
4/22/15	Work on order	1.0
4/27/15	OCW L. Dutton re expenses, work on order	2.0
6/30/15	Work on atty. fee affid. and attachments	3.0
7/6/15	Work on motion	1.5
7/7/15	Work on motion and affidavits	2.4
7/10/15	Work on motion and affidavits	1.7
7/13/15	Work on motion and affidavits, LT Medlin, LT Judge Griffith	2.0
Total Hours to date		231.9

Abbreviations

CW= Conference with EF= e-mail from ET= e-mail to
LF= letter from LT= letter to OCW= office conference with
Rev.= review TF= telephone from TT= telephone to W/= with

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LAURENS) IN THE FAMILY COURT
 Eighth Judicial Circuit

Kathleen Lollis et al.,)
)
 Plaintiffs,)
)
 vs.) AFFIDAVIT
)
 Lisa Dutton et al.,) 2013-CP-30-513
)
 Defendants)
)

PERSONALLY APPEARED BEFORE ME Lisa Dutton, who, being duly sworn, says the following:

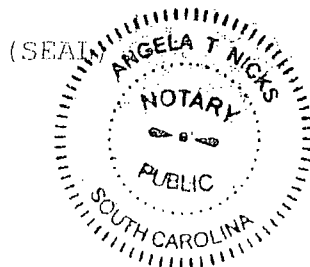
I am a defendant in this case. During its trial in the week of March 16, 2015 I went to the restroom during a break. I was in a stall and out of sight when the Plaintiffs and their attorney, Elizabeth Medlin, entered the restroom.

Before the break, Kathleen Lollis was testifying. Her cross-examination was not over when the break began. I heard Ms. Medlin giving Ms. Lollis instructions about how she should testify. It was not until later when my attorney refused to speak to me before Ms. Medlin finished cross-examining me that I knew that there was a rule against this.

Lisa Dutton
 LISA DUTTON

SWORN TO before me this 29 day of May, 2015.

Angela T Nicks
 Notary Public for South Carolina
 My Commission Expires: 11-16-21



STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

IN THE COURT OF COMMON PLEAS
Eighth Judicial Circuit

Kathleen Lollis and
Linda Campbell,

Plaintiffs

vs.

Lisa Dutton, Dennis Dutton,
and Kelsey Dutton

Defendants

FIRST SUPPLEMENT TO
DEFENDANTS' ATTORNEY FEE AFFIDAVIT

2013-CP-30-513

PERSONALLY APPEARED BEFORE ME John R. Ferguson, who being duly sworn, says the following:

JR7
I am the attorney for the Defendants in this case. Plaintiffs' Motion to Reconsider, Alter or Amend continues a pattern of misrepresenting the evidence and therefore requiring extra work from and attorney fees for defense counsel. In paragraph 10 of that document it is wrongly alleged that Defendants did not provide required documents to Plaintiffs. The Defendants were obligated to produce only documents in their possession, and it is not specified wherein they failed to do this. The Defendants even provided relevant information for which they lacked documentation. (See for example my attached letters to Ms. Medlin of May 5, 2014 and January 26, 2015).

However, Plaintiffs apparently believe that the Defendants had an extra duty to conduct discovery on their behalf to find unspecified documents not in Defendants' possession. Inasmuch as the Defendants conducted their finances in cash and rarely deposited money in banks, this primarily consists of documents of public record (mostly deeds to and from Defendants and their affidavits of consideration) and documents from the Social Security Administration concerning disability payments to Defendants, a major source of their income.

Plaintiffs have failed to inform the Court that they subpoenaed the Social Security documents. Attached to this Affidavit is a copy of the cover letter of Plaintiffs' counsel which enclosed a subpoena for the records in question plus a records custodian affidavit. Ms. Medlin did not thereafter request that the Defendants sign a release to obtain these records, so it is readily inferable that she received them. It is also readily inferable that if these records had benefitted her case, she would have introduced them.

I do not blame Plaintiffs' new counsel for this misleading of the Court because he must necessarily rely upon what he was told about what transpired before, but it has nevertheless cost extra attorney fees for the Defendants, and they are entitled to compensation for this and for their Return to the Plaintiffs' motion. At the appropriate time, I will ask to supplement my time sheet to state the work performed since the last time sheet.

John R. Ferguson
John R. Ferguson
Counsel for the Defendants

SWORN TO before me this 17 day of July, 2015.

Dulorah S. Ball (SEAL)
Notary Public for South Carolina
My Commission Expires: 7/30/24

JR7

3 Attachments

COX FERGUSON & WHAM LLC
ATTORNEYS AT LAW
P.O. Box 286
LAURENS, SOUTH CAROLINA 29360-0286

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JOHN R. FERGUSON
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May 5, 2014

Elizabeth D. Medlin, Esq.
Attorney at Law
P.O. Box 876
Laurens, SC 29360

Re: Lollis v. Dutton

Dear Elizabeth:

You had earlier asked me to tell you Lisa Dutton's sources of income. Because of the level of her record keeping, this has proven to be a more difficult task than I had anticipated. Before she became disabled, she worked at the Hot Spot in Honea Path for a salary of about \$ 500 a week. She worked at the BP in Princeton and at the Princeton Motel for about \$ 650 a week. She worked at the Hickory Point in Ware Shoals for about \$ 440 a week and at Bill's Dollar Store for \$ 445 a week. You know her income from her disability payments, and she did some selling on Craigs List and at flea markets. (She is unable to quantify that.)

Her relatives have been generous to her. Her brother Eddie Alford has given her \$ 5700. Her maternal grandmother and her uncle have given her \$ 8000. Her paternal grandmother gave her money on multiple occasions, but she is unable to quantify that other than the gifts ranged from \$ 200 to \$ 400. Her father, Joseph Alford, gave her \$ 8000 when he sold his transfer truck and his business. She sold a home on Riverfork Road for a total of \$ 6500 (including a truck which was sold).

This is all the information I have at present. If I get more, I will pass it along. In the meantime, I call to your attention that I asked you to tell me your clients' sources of income; but you have not provided that.

Sincerely,

John R. Ferguson

JRF/wp
CC: Lisa Dutton

COX FERGUSON & WHAM LLC
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E-MAIL: jferg@backroads.net

January 26, 2015

Elizabeth D. Medlin, Esq.
Attorney at Law
P.O. Box 876
Laurens, SC 29360

Re: Lollis v. Dutton

Dear Elizabeth:

As you recall, I promised that I would check with my clients to see if there were more details about their finances which I could pass along to you. I have today received the following information:

1. You have a list of where Lisa worked before becoming disabled. She tried hard to save money, and this was facilitated by her staying with and taking care of a lady in poor health.
2. Lisa and Dennis bought and sold real property, including 8757 Riverfork Rd. sold to Terry Parker for \$ 6500 and two lots bought from Linda Campbell which sold for \$ 11,000.
3. Lisa's disability settlement was a little over \$ 19,000.
4. Kelsey received a Social Security check during her minority as a result of her mother's disability, and this money was saved for more than 8 years.
5. Lisa's paternal grandmother sent her money almost every month. The amounts were irregular and were typically in the \$ 200- \$ 500 range; but there were times when her grandmother sent her \$ 1000.
6. Lisa's father sold his trucking business in February of 2012 and gave Lisa \$ 8000.
7. Lisa had several relatives to die and leave her bequests.
8. Lisa's brother gave her \$ 5400.
9. Lisa's maternal grandmother gave her \$ 6000.
10. The total of Dennis' Craigslist sales over the years would be about \$ 50,000.
11. Dennis also had Jockey Lot and yard sale sales.
12. Dennis' disability check has been in the \$ 600- \$ 700 monthly range.

This is all the information I have, and it is pretty detailed given the record keeping standards of those like my clients.

Sincerely,

John R. Ferguson

JRF/wp
CC: Clients

Medlin Law Firm, LLC

Elizabeth Dyal Medlin
Attorney at Law

1027 W. Main Street
P.O. Box 876
Laurens, South Carolina 29360

Telephone: 864-681-1340
Facsimile: 864-681-1341

February 5, 2014

VIA CERTIFIED MAIL

ATTN: CUSTODIAN OF RECORDS
Social Security Administration
292 PROFESSIONAL PK RD
CLINTON, SC 29325

Re: *Kathleen Lollis and Linda Campbell vs. Lisa Dutton, Dennis Dutton and Kelsey Dutton*
Case No.: 2013-CP-30-513 (pending in Laurens County Common Pleas Court)

Dear Sir/Madam:

Enclosed please find our subpoena for a copy of your records for Lisa Dutton (DOB: 06/02/1974; SSN: 248-25-XXXX) and Dennis Dutton (DOB: 08/12/1965; SSN: 250-41-XXXX) in regard to the above referenced matter, which we are requesting that you produce to this office no later than Monday, February 24, 2014.

Please be sure to include copies of any and all applications for social security disability for each individual, Lisa Dutton and Dennis Dutton, and all supporting documents, including correspondence, questionnaires, settlement correspondence, payment and disbursement information.

Please return with your records the enclosed Affidavit of Records Custodian certifying that the records provided in response to this subpoena are a complete and accurate copy of the individuals' records pursuant to the enclosed subpoena.

Please be advised that copies should be made pursuant to South Carolina Code Section 38-77-341. Prior to preparing these copies, please notify this office if the cost is expected to exceed \$75.00.

HIPPA COMPLIANCE INFORMATION

Please note that under HIPPA, 45 C.F.R. 164.512, it is appropriate to respond to "subpoena, discovery request or other lawful process that is not accompanied by an order of a court" if the

covered entity receives a written statement and accompanying documentation demonstrating that the party requesting such information has made a good faith attempt to provide written notice to the individual and the notice includes specific information about the litigation to permit the individual to raise an objection to the court or administrative tribunal and the time for raising objections has lapsed and no objections were filed.

A copy of the subpoena and cover letter that you have received has been served on counsel for the Defendants, Lisa Dutton and Dennis Dutton. The time for objections under Rule 45 of the South Carolina General Statute is fourteen (14) days (or by the date of the subpoena if the subpoena requests records to be produced in less than fourteen days). Provided that no objection is raised within that time frame, we would insist that you honor the provisions of 45 CFR 164.512 and provide us with all of the requested records without further action.

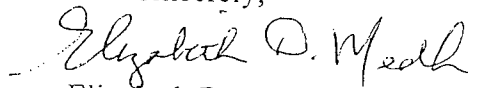
We would request that you not send us the records any sooner than fourteen days after the date of this subpoena so as to afford the Defendants time to object under the rules. Should this office receive notice of an objection, we will notify you and we will ask that you await resolution of the matter by the courts. Again, provided no objection is filed within fourteen days, please provide the records to our office by Monday, February 24, 2014.

If you have any questions regarding this Subpoena, please feel free to call me at the telephone number above.

Thank you in advance for your cooperation in this matter.

With kind regards, I am

Sincerely,


Elizabeth Dyal Medlin

EDM/
Enclosures

cc: John Ferguson, Esq., Attorney for Defendants
Clients

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT
2013-CP-30-513

Kathleen Lollis and Linda Campbell,)

Plaintiffs,)

vs.)

Lisa Dutton, Dennis Dutton and)
Kelsey Dutton,)

Defendants.)

AFFIDAVIT OF RECORDS CUSTODIAN

_____, being first duly sworn, deposes and says that I
am a custodian of records for and the attached records are:

1. I am a records custodian for Social Security Administration. I am employed by _____ in the position of _____.
2. I am the duly authorized and designated custodian of records for _____ and am duly authorized to certify such records.
3. I certify that the attached documents, which were provided to Medlin Law Firm per a Subpoena, are true and correct copies of the original documents from _____ . Said records were prepared by the personnel of _____ in the ordinary course of business.

By: _____

Sworn to and subscribed before me
This ____ day of February, 2014.

Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)
IN THE COURT OF COMMON PLEAS
Eighth Judicial Circuit

Kathleen Lollis and
Linda Campbell,

Plaintiffs

vs.

Lisa Dutton, Dennis Dutton,
and Kelsey Dutton
Defendants

AFFIDAVIT OF COSTS

2013-CP-30-513

PERSONALLY APPEARED BEFORE ME John R. Ferguson, who being duly sworn, says the following:

I am a licensed South Carolina attorney and counsel for the Defendants in this case. I certify that the attached sheet contains a true statement of expenses incurred in this case and that to those should be added \$ 25 to file a post-trial motion, \$ 75 for photocopying, \$ 15 for copies and certification of public documents, \$ 50 for 2 trips to Greenwood to interview a witness and \$ 22 for mileage to and from Lisa Dutton's trailer in Ware Shoals so that Plaintiffs' counsel could inspect the trailer manufacturer's plate.

The total expenses known to me to date are therefore \$ 2331.04.

John R. Ferguson
JOHN R. FERGUSON

SWORN TO before me this 13 day of July, 2015.

Dulworth S Ball (SEAL)
Notary Public for South Carolina
My Commission Expires: 7/30/24

Transaction

1/1/2013 through 4/23/2015

4/23/2015

Page 1

Date	Account	Num	Description	Memo	Category	Clr	Amount
7/25/2013	Check 3-Cox...	5096	Lynn Lancas...	13-484 Dutt...200		R	-10.00
8/30/2013	Check 3-Cox...	5185	First Citizens...	Dutton 13-4...200		R	-33.90
9/12/2013	Check 3-Cox...	5206	Dawson Doc...	13-484 Dutt...200		R	-22.50
11/14/2013	Check 3-Cox...	5368	Lynn Lancas...	Dutton 200		R	-25.00
12/11/2013	Check 3-Cox...	5438	SC DMV	13-484 Dutt...200		R	-6.00
1/10/2014	Check 3-Cox...	5511	Lynn Lancas...	13-484 Dutt...200		R	-25.00
1/24/2014	Check 3-Cox...	5555	SC DMV	13-484 Dutt...200		R	-6.00
2/3/2014	Check 3-Cox...	5576	Sandra Brown	13-484 Dutt...200		R	-544.50
2/7/2014	Check 3-Cox...	5597	Lynn Lancas...	13-484 Dutt...200		R	-25.00
3/27/2014	Check 3-Cox...	5711	Clara Masters	13-484 Dutt...200			-70.00
3/27/2014	Check 3-Cox...	5712	Katie Banton	13-484 Dutt...200			-39.00
3/27/2014	Check 3-Cox...	5713	Furman Lollis	13-484 Dutt...200		R	-105.00
4/3/2014	Check 3-Cox...	5736	Pickens Cou...	13-484 Dutt...200		R	-25.00
4/29/2014	Check 3-Cox...	5792	Furman Lollis	13-484 Dutt...200			-105.00
4/29/2014	Check 3-Cox...	5793	Katie Bunton	13-484 Dutt...200			-39.00
5/7/2014	Check 3-Cox...	5817	SC DMV	13-484 Dutt...200		R	-6.00
5/7/2014	Check 3-Cox...	5818	John C. Scur...	13-484 Dutt...200		R	-55.00
5/13/2014	Check 3-Cox...	5831	Columbia Co...	13-484 Dutt...200		R	-10.00
5/13/2014	Check 3-Cox...	5832	Pickens Cou...	13-484 Dutt...200		R	-25.00
5/13/2014	Check 3-Cox...	5833	Laurens Cou...	13-484 Dutt...200		R	-25.00
5/16/2014	Check 3-Cox...	5846	Wayne Lewis	13-484 Dutt...200			-45.00
5/16/2014	Check 3-Cox...	5847	Tim Coleman	13-484 Dutt...200		R	-45.00
5/16/2014	Check 3-Cox...	5848	Barry Adams	13-484 Dutt...200		R	-40.00
5/16/2014	Check 3-Cox...	5849	Jimmy Leop...	13-484 Dutt...200		R	-40.00
5/16/2014	Check 3-Cox...	5850	Larry Colson...	13-484 Dutt...200		R	-45.00
5/16/2014	Check 3-Cox...	5851	Charles Falin	13-484 Dutt...200			-40.00
5/19/2014	Check 3-Cox...	5852	Heather Fields	13-484 Dutt...200			-45.00
5/21/2014	Check 3-Cox...	5860	Roger Dave...	13-484 Dutt...200		R	-30.00
6/9/2014	Check 3-Cox...	5905	Lynn Lancas...	13-484 Dutt...200		R	-25.00
6/12/2014	Check 3-Cox...	5914	SC DMV	13-484 Dutt...200		R	-12.00
6/16/2014	Check 3-Cox...	5924	Lynn Lancas...	13-484 Dutt...200		R	-25.00
7/23/2014	Check 3-Cox...	6023	Freelance R...	Dutton 13-4...200		R	-363.14
11/24/2014	Check 3-Cox...	6388	Lynn Lancas...	13484 Dutton200		R	-25.00
12/22/2014	Check 3-Cox...	6459	Lynn Lancas...	13484 Dutton200		R	-25.00
1/9/2015	Check 3-Cox...	6520	Laurens Cou...	13484 Dutton200			-10.00
2/17/2015	Check 3-Cox...	6633	Charles Tho...	13484 Dutton200		R	-40.00
2/24/2015	Check 3-Cox...	6647	Laurens Cou...	13484 Dutton200			-10.00
3/17/2015	Check 3-Cox...	6709	Roger Dave...	13-484 Dutt...200		R	-37.00
3/17/2015	Check 3-Cox...	6710	Charles Tho...	13484 Dutton200		R	-40.00
1/1/2013 - 4/23/2015							-2,144.04

TOTAL INFLOWS 0.00

TOTAL OUTFLOWS -2,144.04

NET TOTAL -2,144.04

State of South Carolina)
) Court of Common Pleas
County of Laurens) 2013-CP-30-513

Kathleen Lollis and Linda)
Campbell)
) Transcript of Record
)
Lisa Dutton, Dennis Dutton,)
and Kelsey Dutton)
) VOLUME I
)
)

March 16, 2015
Laurens, South Carolina

B E F O R E:

Honorable Eugene C. Griffith, Jr., Judge

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

Elizabeth D. Medlin, Esq.
Attorney for the Plaintiffs

John R. Ferguson, Esq.
Attorney for the Defendants

Joy E. Holston
Official Court Reporter

I N D E X O F W I T N E S S E S

(IC) - Denotes In Camera
(DW) - Denotes Defense Witness
(PW) - Denotes State's Witness

(PW) Kathleen Lollis

Direct examination by Ms. Medlin:	11
Cross-examination by Mr. Ferguson:	40
Redirect examination by Ms. Medlin:	93
Recross-examination by Mr. Ferguson:	101

(PW) Linda Campbell

Direct examination by Ms. Medlin:	103
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Redirect examination by Ms. Medlin:	172
Recross-examination by Mr. Ferguson:	180

(PW) John Scurry, Jr.

Direct examination by Ms. Medlin:	182
Cross-examination by Mr. Ferguson:	202
Redirect examination by Ms. Medlin:	215
Recross-examination by Mr. Ferguson:	221

1	<u>(PW) Heather Fields</u>	
2	Direct examination by Ms. Medlin:	224
3	Cross-examination by Mr. Ferguson:	238
4	Redirect examination by Ms. Medlin:	240
5	Recross examination by Mr. Ferguson:	241
6		
7	<u>(PW) Marvin Dawson</u>	
8	Direct examination by Ms. Medlin:	242
9	Cross-examination by Mr. Ferguson:	262
10	Redirect examination by Ms. Medlin:	276
11		
12	<u>(DW) Roger Davenport</u>	
13	Direct examination by Mr. Ferguson:	286
14	Cross-examination by Ms. Medlin:	290
15		
16	<u>(DW) Larry Colson, III</u>	
17	Direct examination by Mr. Ferguson:	295
18	Cross-examination by Ms. Medlin:	296
19		
20	<u>(DW) Chuck Thompson, Jr.</u>	
21	Direct examination by Mr. Ferguson:	301
22	Cross-examination by Ms. Medlin:	305
23	Redirect examination by Mr. Ferguson:	307
24		
25		

1	<u>(DW) Jimmy Leopard</u>	
2	Direct examination by Mr. Ferguson:	308
3	Cross-examination by Ms. Medlin:	311
4		
5	<u>(DW) Nancy Ridley</u>	
6	Direct examination by Mr. Ferguson:	315
7	Cross-examination by Ms. Medlin:	321
8		
9	<u>(DW) Robert Dutton</u>	
10	Direct examination by Mr. Ferguson:	325
11	Cross-examination by Ms. Medlin:	327
12		
13	<u>(DW) Lisa Dutton</u>	
14	Direct examination by Mr. Ferguson:	330
15	Cross-examination by Ms. Medlin:	363
16	Redirect examination by Mr. Ferguson:	449
17	Recross-examination by Ms. Medlin:	453
18		
19	<u>(DW) Barry Adams</u>	
20	Direct examination by Mr. Ferguson:	455
21	Cross-examination by Ms. Medlin:	459
22		
23		
24		
25		

1	<u>(DW) Kelsey Dutton</u>	
2	Direct examination by Mr. Ferguson:	463
3	Cross-examination by Ms. Medlin:	466
4		
5	<u>(DW) Dennis Dutton</u>	
6	Direct examination by Mr. Ferguson:	470
7	Cross-examination by Ms. Medlin:	485
8	Redirect examination by Mr. Ferguson:	521
9	Recross-examination by Ms. Medlin:	523
10		
11	<u>(DW) Lisa Dutton</u>	
12	Direct examination by Mr. Ferguson:	525
13	Cross-examination by Ms. Medlin:	528
14		
15		
16		
17	Certificate of Reporter	533
18		
19		
20		
21		
22		
23		
24		
25		

E X H I B I T SPlaintiff's

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>	<u>PAGE#</u>
1	Deed		X	15
2	Contract of Sale		X	21
3	Amendment Contract of Sale		X	24
4	Contract of Sale		X	25
5	Drivers License Copy	X		30
6	Mortgage		X	32
7	Lease Agreement		X	33
8	Property Search		X	35
9	Title		X	106
10	Check-Copy		X	121
11	Affidavit	X		126
12	Trespass Notice		X	130
13	Last Will and Testament		X	185
14	CV - Marcus Dawson		X	246
15	Book		X	263
16	Affidavit		X	300
17	Facebook Letter Post		X	411
18	Facebook Post		X	414
19	Facebook Post		X	415
20	Social Security		X	418
21	Copy of Receipt		X	500

EXHIBITSDefendant's

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>	<u>PAGE#</u>
1	1		X	41
2	2		X	49
3	3		X	51
4	4		X	52
5	5		X	58
6	6		X	61
7	7		X	62
8	8		X	63
9	9		X	63
10	10		X	67
11	11		X	76
12	12		X	83
13	13		X	87
14	14		X	89
15	15		X	92
16	16		X	151
17	17		X	151
18	18		X	153
19	19		X	156
20	20		X	157
21	21		X	159
22	22		X	163

EXHIBITSDefendant's

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>	<u>PAGE#</u>
23	Deed		X	164
24	Mortgage of Real Estate		X	165
25	Mortgage of Real Estate		X	166
26	Deed		X	168
27	Corrected Deed		X	168
28	Mortgage of Real Estate		X	168
29	Signature		X	239
30	Signature		X	240
31	Copy of Check		X	331
32	Letter		X	273
33	Laurens Building Standard		X	317
34	Electrical Permit		X	318
35	Mobile Home Ownership Record		X	319
36	Application Assessment		X	319
37	Notice of Change Real Property		X	319
38	Application for Homestead Exception	X		320
39	Manufacturer Home Permit		X	320
40	Addresses Lisa Dutton		X	332
41	Copy of Check		X	332
42	List of Property Owned L.Dutton		X	341
43	Photograph		X	341
44	Photograph		X	345

1	<u>Defendant's</u>				
2	<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>	<u>PAGE#</u>
3	45	Title		X	345
4	46	Tax Receipt		X	345
5	47	Notice of Classification		X	345
6	48	Tax Receipt/Bill		X	346
7	49	Title		X	347
8	50	Assignment of Vehicle		X	347
9	51	Sales Tax Exemption		X	348
10	52	Signature of Lisa Dutton		X	348
11	53	Mortgage of Real Estate		X	348
12	54	Contract of Sale		X	353
13	55	Revocation of Contract of Sale		X	353
14	56	Amendment of Contract of Sale		X	354
15	57	Photograph		X	453
16	58	Certificate of Title		X	474
17	59	Copy of Check		X	475
18	60	Copy of Tax Bill and Receipt		X	476
19	61	DMV Assignment of Mobile Home Title		X	478
20	62	Photograph		X	481
21	63	Photograph		X	481
22	64	Photograph		X	481
23	65	Photograph		X	481
24	66	Photograph		X	481
25	67	Photograph		X	481

Defendant's

<u>NO.</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EV</u>	<u>PAGE#</u>
68	Photograph		X	481
69	Photograph		X	481
70	Photograph		X	481
71	Photograph		X	481
72	Lawnmower Bill Receipt		X	484
73	Receipt for Land Payment		X	522
74	Signature Pages (2)		X	531

Court's

1	Deposition Holly Fields	X		228
2	Deposition of Lisa Dutton	X		233

1 THE COURT: All right, folks.

2 MS. MEDLIN: May I make a brief statement to the
3 Court or would you like for us to call our first witness?

4 THE COURT: I think I understand the gist of the
5 claim unless y'all want to make a brief opening statement,
6 let's just get with it.

7 MS. MEDLIN: Okay. Thank you, Your Honor.

8 THE COURT: In about an hour, I'm going to need a
9 break so if anybody needs a break before the hour, you
10 know, raise your hand and we can just do that. But we'll
11 take about a 10-minute break every hour and that will kind
12 of be our pace.

13 MS. MEDLIN: Okay.

14 THE COURT: Because I'll need it and if I need it
15 earlier, I'll take it earlier.

16 MS. MEDLIN: Okay. Your Honor, at this time, I would
17 call the Plaintiff, Ms. Kathleen Lollis.

18 KATHLEEN LOLLIS, being
19 first duly sworn, testified as follows:

20 DIRECT EXAMINATION

21 By Ms. Medlin:

22 Q Ms. Lollis, of course, I understand that you have
23 some issues with hearing, so let me know if you can't hear
24 me or you don't understand, okay, and just try to speak up
25 loudly so that the court reporter can take down what

1 you're saying. Okay?

2 A Talk a little louder?

3 Q Yes, ma'am. You're going to have to talk a little

4 bit louder.

5 A Yes ma'am, you too. We gone both have to talk

6 louder.

7 Q Okay.

8 A All right.

9 Q Please state your name for the Court's record?

10 A And what'd she say?

11 Q Can you state your name for the Court's record?

12 A My name?

13 Q Yes.

14 A Kathleen Lollis.

15 Q Okay. And where do you reside, Ms. Lollis?

16 A Do what?

17 Q Where do you live?

18 A Over here in Laurens County next to Ware Shoals.

19 REPORTER: Judge, I can't hear.

20 MS. MEDLIN: Oh, you can't hear?

21 BAILIFF: I'm going to put this a little bit closer

22 to you.

23 MS. LOLLIS: They gone need it.

24 BAILIFF: Okay. How's that?

25 MS. LOLLIS: That's better.

1 Q Okay. And, Ms. Lollis, can you tell us please how
2 old you are; your age?
3 A 88 years old.
4 Q 88?
5 A Yes, ma'am.
6 Q Okay. And are you married?
7 A I'm a widow.
8 Q You're a widow?
9 A I been a widow since my husband passed away.
10 Q Okay. And do you recall how long it's been since
11 your husband passed away?
12 A Do what now?
13 Q How long has it been since your husband--
14 A About 23 years.
15 Q 23 years?
16 A Yeah.
17 Q Okay. And do you have children, Ms. Lollis?
18 A I have three.
19 Q Three children. Okay.
20 A Living.
21 Q Okay. And now are you familiar with the property
22 that is at issue in this case?
23 A Yes.
24 Q Okay. And is that property on Cemetary Road?
25 A Yes, ma'am.

1 Q Okay. And how do you know about that property?

2 A I bought it.

3 Q You bought it. Okay. And that property, is it
4 located at 1046 and 1032 Cemetary Road? Are those
5 addresses correct?

6 A I am not sure.

7 Q Okay. Is it, but it is located on Cemetary Road?

8 A Yes, ma'am. It's right here just across from the
9 bridge.

10 Q Okay. When you cross the bridge going into Ware
11 Shoals?

12 A And then coming out.

13 Q Okay.

14 A Right.

15 Q Now, as far as that property, you said that you
16 bought it, is that right?

17 A Yes, ma'am.

18 Q Okay. And was there a deed? Did you get a deed to
19 that property?

20 A Yes, ma'am.

21 Q Okay.

22 MS. MEDLIN: If I may have this marked just as
23 Plaintiff's Exhibit 1.

24 MR. FERGUSON: No objection.

25

1 (Whereupon, Plaintiff's Exhibit 1 was admitted into
2 evidence.)

3 THE COURT: Plaintiff's 1 marked.

4 Q Okay. Ms. Lollis, I'm going to show you a document
5 that's been marked as Plaintiff's Exhibit 1, okay, and
6 it's titled "Title to Real Estate." Can you tell me,
7 please, do you recognize that document?

8 A Wait just a minute. I'm telling you I can't see it
9 good, there's Robert Whitesides.

10 Q Ms. Lollis, the document appears to transfer property
11 from Community Investment Company to Kathleen Lollis. Is
12 that that document?

13 A Robert Whitesides.

14 Q I'm sorry?

15 A It's Robert Whitesides where I got it done.

16 Q Say that again.

17 A Robert Whitesides.

18 Q Oh, Robert Whiteside?

19 A Yes.

20 Q Is that the attorney who prepared the closing?

21 A Yes.

22 Q Okay. So you went to Robert Whitesides' office for
23 the closing, is that correct?

24 A Yes, ma'am.

25 Q Okay. Ms. Lollis, can you focus this way? Look

1 towards me so that everybody over here can hear you.

2 Okay?

3 A Yes, ma'am.

4 Q Okay. All right. So the document that you have in
5 your hands, is that the title to the property on Cemetary
6 Road?

7 A And then this writing, I can't just, can't see it.

8 Q You can't see it?

9 A No, ma'am.

10 Q Okay.

11 A That's not my writing.

12 Q Okay. Would you agree that that document is the deed
13 that you received from Mr. Whitesides when you had the
14 closing for this property, is that your deed?

15 A Wait just a minute.

16 Q I'm sorry?

17 A That's the man I bought it from, Chip Williams.

18 Q Okay. You bought it from Chip Williams?

19 A Yeah.

20 Q Okay. And is he with Community Investment?

21 A I think so, but he passed away.

22 Q Okay. All right. Thank you.

23 MS. MEDLIN: Your Honor, we would move at this time
24 to submit this as Plaintiffs' Exhibit 1.

25 THE COURT: Without objection. It's already been

1 admitted.

2 MR. FERGUSON: No objection.

3 MS. MEDLIN: Okay. Do you want me to hand it to you?

4 Q Okay. Ms. Lollis, you stated that you attended the
5 closing for that property on Cemetary Road?

6 A I did what?

7 Q You attended the closing to buy that property?

8 A I've already bought it. It's mine.

9 Q Okay. You've already bought it?

10 A Yes, ma'am.

11 Q Yes, ma'am. And so you went to Mr. Whitesides'
12 office here in Laurens to buy it, is that correct?

13 A Yes, because, about '99 I think when I bought it.

14 Q Okay. So in 1999?

15 A Yes.

16 Q Okay. And you've owned it since then, is that right?

17 A Yes.

18 Q Okay. Just be sure to speak up. Okay?

19 A All right.

20 Q Okay. And did you pay for this property?

21 A Yes, ma'am.

22 Q Okay. And as far as the property itself, do you
23 agree that it's situated into two tracts?

24 A Yes, ma'am.

25 Q Okay. But it's one piece of land described that

1 deed, is that correct?

2 A Yes, ma'am.

3 Q Okay. And are there any structures or homes on the
4 property?

5 A Do what now?

6 Q Are there any homes on the property?

7 A Nothing but Duttons there.

8 Q Okay. So would you agree that there is two mobile
9 homes?

10 A As far as I know there are.

11 Q Okay. And were those mobile homes already on the
12 property when the Duttons moved in?

13 A I don't know anything about that. Now, when I rented
14 it when it was down through the years, Linda Parnell lived
15 there all the years.

16 Q Okay.

17 A Now, I don't know nothing about this Lisa Dutton. I
18 mean I didn't know about it.

19 Q Okay. So the last person that you knew to be renting
20 it was Linda Parnell, is that correct?

21 A That's right.

22 Q Okay. And so she was living, did she live in a
23 mobile home on the property?

24 A Yes, she did.

25 Q Okay. And so Ms. Lollis, you have legal title to

1 this property, is that correct?

2 A Yes, ma'am.

3 Q Okay. Now, did you have any sort of agreement with
4 the defendants for them to live on your property?

5 A No.

6 Q Okay. So you, did you have a rental agreement with
7 them?

8 A No.

9 Q You never accepted--

10 A No.

11 Q --any rent or payments from them?

12 A No.

13 Q Okay. And when did you learn that the defendants,
14 the Duttons, were living on your property?

15 A When my son passed away, I didn't know.

16 Q Okay. And when did your son pass away?

17 A It will two years next month, the 28th.

18 Q Okay. So he passed away April 28th of 2013, is that
19 right?

20 A Yeah.

21 Q Okay. So it was right before he passed that you
22 learned that the defendants were on the property?

23 A Somewhere along in there, I believe. It was about
24 the time he passed away, I think.

25 Q Okay. And at that time, did you give your consent

1 for them to be on the property?

2 A They didn't ask me no consent.

3 Q Okay.

4 MS. MEDLIN: We can have this marked as Plaintiff's

5 Exhibit 2.

6 (Whereupon, Plaintiff's Exhibit 2 marked for

7 identification.)

8 Q Okay. Ms. Lollis, I'm going to show you a document

9 that's been marked as Plaintiff's Exhibit 2 for

10 identification, okay. And it's titled, "Contract of Sale"

11 and it appears to be between Kathleen Lollis and Lisa

12 Dutton. Okay? So can you tell me, please, is that your

13 signature on that Contract of Sale?

14 A No. I didn't sign that.

15 Q Okay. And did you have any knowledge of this

16 contract before coming to court?

17 A No. I hadn't signed nothing with Lisa Dutton.

18 Q Okay.

19 A No way.

20 Q And did you learn about this contract once the

21 defendants approached you with an attorney, is that how

22 you learned about it?

23 A I just heard about it.

24 Q I'm sorry?

25 A I just found out about it.

1 Q Okay. All right. But you state that that is not
2 your signature on that document?

3 A No, ma'am.

4 Q Okay.

5 MS. MEDLIN: Your Honor, at this time, we would move
6 to submit this document as Plaintiff's Exhibit 2.

7 MR. FERGUSON: No objection.

8 THE COURT: Without objection.

9 (Whereupon, Plaintiff's Exhibit 2 was admitted into
10 evidence.)

11 Q Okay. Ms. Lollis, in regard to that particular
12 document, the contract allegedly between you and Lisa
13 Dutton, did you authorize anyone to sign your name on that
14 contract?

15 A No.

16 Q Did you know that anybody had signed your name on
17 that contract?

18 A No, I don't.

19 Q Okay. And at that time, did anyone have a Power of
20 Attorney to sign your name?

21 A No.

22 Q And as far as that particular contract, would you
23 agree that allegedly it was for Lisa Dutton to buy a
24 portion of that land for one tract, do you agree that
25 that's what that contract said?

1 A No.

2 Q Okay.

3 A She's not alleged to have nothing.

4 Q Okay. So you never agreed for her to do that?

5 A No. No, ma'am.

6 Q Okay. And so you didn't agree to sell that property
7 to Lisa Dutton?

8 A No.

9 Q And did anybody else have your authority to try to
10 sell your property to Lisa Dutton?

11 A No.

12 Q Okay. And so it wasn't until after Frank died that
13 you learned of his contract, is that correct?

14 A Yes. I didn't, I seen it then.

15 Q Okay. And, Ms. Lollis, have you received any money
16 from Lisa Dutton for that property?

17 A No.

18 Q Okay. Have you received any money from anyone on her
19 behalf for that property?

20 A No.

21 MS. MEDLIN: Can we have this one marked 3?

22 (Whereupon, Plaintiff's Exhibit 3 marked for
23 identification.)

24 Q Ms. Lollis, I'm going to show you another document
25 that's been marked for identification as Plaintiff's

1 Exhibit 3. Okay? This document is titled, "Amendment of
2 Contract of Sale" and it appears to be between you,
3 Kathleen Lollis, and Lisa Dutton as to a mobile home
4 that's located on this property. Okay? As far as this
5 document it would appear that your name is signed here as
6 the seller. Can you tell me if that is your name, if
7 that's your signature?

8 A Where is it supposed to be? I can't read nothing.
9 What is that?

10 Q If you look to the, let's see, it will be to your
11 left?

12 A Is that my name?

13 Q Let me show you. Let's see here. Okay. This
14 portion of the document it states "Kathleen Lollis,
15 Seller."

16 A Okay.

17 Q Is that your signature about halfway down the page?

18 A To Lisa Dutton?

19 Q Yes, ma'am.

20 A No, I never sold Lisa Dutton nothing.

21 Q Okay. And so that's not your signature on that
22 document?

23 A No.

24 Q Okay. So did you have any agreement to sell the
25 mobile home on the property to Lisa Dutton?

1 A No.

2 Q Okay.

3 MS. MEDLIN: Your Honor, we would move to submit this

4 as Plaintiff's Exhibit number 3.

5 MR. FERGUSON: No objection.

6 THE COURT: Number 3 without objection.

7 (Whereupon, Plaintiff's Exhibit 3 was admitted into

8 evidence.)

9 Q Ms. Lollis, I'm going to show you another document

10 that's been marked as Plaintiff's Exhibit 4 for

11 identification. Okay?

12 A To Lisa Dutton?

13 Q And this one is actually a Contract of Sale that

14 appears to be between Kathleen Lollis, Frank Lollis and

15 Dennis Dutton.

16 A No.

17 Q Okay. I'm going to have you review this document and

18 on the second page there at the top you'll see that there

19 appears to be the signature of Kathleen Lollis?

20 A I didn't write it. That's not my writing, I did not

21 write that.

22 Q Okay.

23 A No, ma'am. I haven't spoke to the Duttons.

24 Q Okay. So that's not your signature?

25 A No.

1 Q Okay. So you did not enter into an agreement to sell
2 the property to Dennis Dutton either?

3 A No.

4 Q Okay. And this particular contract is for the second
5 or the other tract of that land, is that right, do you
6 agree?

7 A Do what now?

8 Q Is this particular contract where Dennis is alleging
9 that he purchased the other piece from you, is that
10 correct?

11 A He hadn't purchased nothing from me.

12 Q Okay. All right. But you do testify that that is
13 not your signature?

14 A No.

15 Q Okay.

16 A I hadn't sold him nothing.

17 Q Okay.

18 MS. MEDLIN: Your Honor, we would move to submit this
19 document as Plaintiff's Exhibit 4.

20 MR. FERGUSON: No objection.

21 THE COURT: Exhibit 4 is entered without objection.
22 (Whereupon, Plaintiff's Exhibit 4 was admitted into
23 evidence.)

24 Q Ms. Lollis, did you receive any money from Dennis
25 Dutton for that property?

1 A No.

2 Q And did you have any sort of agreement with Dennis
3 for him to even rent the property?

4 A No.

5 Q Okay. And as relates to that, the second contract
6 allegedly between you and Dennis, when did you find out
7 about that contract?

8 A I did not know all of this was like that. I didn't
9 know they done it.

10 Q Okay. You didn't know that it existed?

11 A No.

12 Q Okay. And did you find out about it in this case?

13 A I didn't know about it. I don't speak to them. They
14 don't speak to me.

15 Q Okay. So you haven't talked to the Duttons about
16 this property?

17 A No, they don't come on my place, and I don't bother
18 them.

19 Q Did anybody give you money on behalf of Dennis Dutton
20 for this property?

21 A No.

22 Q Okay. Ms. Lollis, was it ever your intent to sell
23 the property on Cemetary Road that you own to the Duttons?

24 A No, ma'am. No.

25 Q Okay. And did you ever agree for someone else to do

1 that on your behalf?

2 A No.

3 Q Okay. Ms. Lollis, I'm going to hand you what has

4 been marked as Plaintiff's Exhibit number 5 for

5 identification.

6 A Plaintiff's what? What's the name of that?

7 Q This is an exhibit. Do you recognize that document?

8 A I recognize my name.

9 Q Okay.

10 A I mean my picture. That's what I'm trying to say.

11 Q Okay. Is that your driver's license? Is that a copy

12 of your driver's license?

13 A Yes, ma'am. Yes, ma'am.

14 Q Okay. And did you provide to our expert, the expert

15 witness we have, did you give him some documents to review

16 your signature?

17 A Give who?

18 Q Did you give me some documents to give to our expert

19 so he could review your signatures?

20 A No. I did not.

21 Q You know Mr. Marvin Dawson, the expert that we hired

22 to review signatures?

23 A Yeah.

24 Q Okay. Did you give me some documents that you had--

25 A Yeah. Yeah.

1 Q --signed so that he could review them?

2 A Not no Dutton, no. No, I ain't.

3 Q Okay. Would you agree, Ms. Lollis, that your
4 signature, that is your signature on that driver's
5 license, on that copy? Is that your driver's license and
6 your signature?

7 A I can't hardly see that on it.

8 Q Okay. In your driver's license, did you sign it when
9 you went to get your driver's license?

10 A I signed it when I went to get my driving license--

11 Q Okay.

12 A --but who got a hold to this?

13 Q Okay. But you did sign your driver's license?

14 A I always sign my driving license.

15 Q Okay. And you agree that this is a copy of your
16 driver's license?

17 A That's my picture.

18 Q Okay. All right.

19 MS. MEDLIN: Your Honor, we would move to submit this
20 document as Plaintiff's Exhibit 5.

21 MR. FERGUSON: She has yet to verify her signature on
22 the document. So before the document's introduced, that
23 would need to have--

24 Q Ms. Lollis, this is the same document. It's a copy
25 of your driver's license, is that correct?

- 1 A That's a picture of me.
- 2 Q Okay. And do you see underneath your picture there
- 3 appears to be the signature of Kathleen Lollis? Can you
- 4 see that?
- 5 A Yes, ma'am. I can see a little bit.
- 6 Q Okay. Is that your signature?
- 7 A I'm not sure. I can't tell if it is. I don't think
- 8 it is. I don't know.
- 9 Q Do you remember, do you remember when you went to get
- 10 your driver's license at the DMV?
- 11 A I got them all the way to Greenwood.
- 12 Q Okay. You went to Greenwood?
- 13 A Yes.
- 14 Q Okay. And when you got your driver's license, did
- 15 you sign for the driver's license?
- 16 A No, I don't have no driving license now.
- 17 Q Okay. You don't have one now?
- 18 A I haven't had one in several years.
- 19 Q Okay. But you used to have one?
- 20 A Yes.
- 21 Q Okay. And will you look underneath your picture
- 22 there and tell me if that is your signature? The Kathleen
- 23 Lollis, is that how you would sign your name for your
- 24 driver's license?
- 25 A I would sign it Kathleen Lollis. Yes, I do.

1 Q Okay. So would you agree that that's your signature?

2 A I'm not sure.

3 Q Okay.

4 A I don't believe it is. I don't know.

5 MR. FERGUSON: Object to the introduction of the
6 document.

7 MS. MEDLIN: Your Honor, for the record, of course,
8 we would like to have this document identified for
9 purposes of the signatures produced to the expert that
10 he'll testify to.

11 THE COURT: Well, he can identify them as what he was
12 shown.

13 MS. MEDLIN: Okay.

14 THE COURT: But they're not admitted right now.

15 MS. MEDLIN: Well, yes.

16 THE COURT: Let's mark them.

17 REPORTER: I'm going to mark it as ID only right
18 here.

19 THE COURT: Okay.

20 MS. MEDLIN: For identification. Okay.

21 (Whereupon, Plaintiff's Exhibit 5 marked for
22 identification only.)

23 Q Okay. Ms. Lollis, I'm going to show you another
24 document that's been marked as Plaintiff's Exhibit 6 for
25 identification. Okay? Now, this is a document that you

1 provided for the expert in his preparation for this case
2 and it would appear about halfway down that the signature
3 is of Luther Lollis and Kathleen Lollis. Is that your
4 signature? This is a Deed and Mortgage that would appear
5 to be signed by Luther Lollis and Kathleen Lollis. If you
6 look about halfway down the page--

7 A Oh, no. My husband been passed away for over 23
8 years.

9 Q Right. And this document is actually from 1963.
10 Okay?

11 A Yeah.

12 Q So in 1963 there was a mortgage and it appears to
13 have both your signature and your husband's signature. And
14 if you look about halfway down to the right, is that your
15 signature, Kathleen Lollis, on this mortgage with Mr.
16 Luther Lollis?

17 A What, for some land?

18 Q Yes.

19 A Yes, ma'am. In '63.

20 Q In '63?

21 A Believe I bought some land in '63.

22 Q Okay. So you would say that that is your signature?

23 A That would be mine.

24 MS. MEDLIN: Your Honor, we would submit this as
25 Plaintiff's Exhibit number 6.

1 MR. FERGUSON: No objection.

2 THE COURT: 6 will be admitted without objection.

3 (Whereupon, Plaintiff's Exhibit 6 was admitted into
4 evidence.)

5 Q Ms. Lollis, I'm going to show you another document
6 that has been marked as Plaintiff's Exhibit 7 for
7 identification. Okay? This is a document that was
8 provided for the handwriting expert to look at it and it
9 appears--

10 MR. FERGUSON: Your Honor, I've really been very
11 patient with the leading in this, but I think we're kind
12 of getting over the line when she's telling the witness
13 that much about the document.

14 THE COURT: Rephrase your question. I'm going to
15 sustain the objection as to leading.

16 MS. MEDLIN: Okay. Thank you, Your Honor.

17 Q Ms. Lollis, this is a document that would appear to
18 be a lease agreement.

19 A '63, yeah. I know what you talking about and what
20 you are trying to get at, too.

21 Q Well, can you tell me, please, if you look on this
22 document to the left side, is that your signature?

23 A Oh, I believe I signed on here. Yes, ma'am.

24 Q Okay. So that is your signature?

25 A Yes.

1 MS. MEDLIN: Your Honor, at this time, we would move
2 to submit this as Plaintiff's Exhibit 7.

3 MR. FERGUSON: No objection.

4 THE COURT: Exhibit 7 admitted without objection.

5 (Whereupon, Plaintiff's Exhibit 7 was admitted into
6 evidence.)

7 Q Ms. Lollis, have you suffered damages in this case as
8 a result of the defendants claiming to own your property?

9 A A lot of it.

10 Q I'm sorry?

11 A A lot of it.

12 Q A lot of it?

13 A Disruption, nervous from all of it.

14 Q Okay. And have you, as far as the value of the
15 property, what would you say that the fair market value of
16 this property on Cemetary Road is; how much is it worth?

17 A I'm not really sure.

18 Q Have you, as far as the tax value of the property,
19 are you familiar with that?

20 A We paid them.

21 Q Okay. Ms. Lollis, I'm going to show you what's been
22 marked as Plaintiff's Exhibit number 8. Okay?

23 A Plaintiff's number what?

24 Q This is an exhibit that's been marked in our case and
25 it's titled, "Laurens County Property Search Assessor,"

1 and would you agree that the values there for these two
2 tracts of land are a fair market value for this property,
3 is that the tax value?

4 A I don't see what, what you, where is that at?

5 Q If you look towards the bottom--

6 MR. FERGUSON: Your Honor, she's testifying she
7 doesn't know what the fair market value is. We're getting
8 into leading again.

9 THE COURT: I mean, can't we stipulate this is the
10 tax value? I mean, it's public record.

11 A Oh, I see on here now what you talking about.

12 THE COURT: Well, I agree with you that her response
13 is not sure.

14 MS. MEDLIN: Well, and Your Honor, these are the same
15 tax documents that have been produced by the defendants as
16 well in this case, so I would imagine we could stipulate
17 to the tax value.

18 THE COURT: Is that an issue? I mean, it's not just
19 ownership--

20 MS. MEDLIN: -- not to my knowledge. It's just as
21 far as the value of the property.

22 THE COURT: Off the record.

23 (Whereupon, off the record discussion.)

24 MS. MEDLIN: So we would move to submit this as
25 Plaintiff's Exhibit number 8.

1 THE COURT: All right. Now, so I know, is this one
2 tract or the other or both?

3 MS. MEDLIN: That exhibit would include both tracts.
4 There's Tract A and Tract A2.

5 THE COURT: All right.

6 MS. MEDLIN: Thank you.

7 (Whereupon, Plaintiff's Exhibit 8 was admitted into
8 evidence.)

9 Q Ms. Lollis, have you been able to use your property
10 since the defendants made this claim?

11 A No.

12 Q And what would you do with the property if this case
13 was not pending, if the defendants weren't there, what
14 would you use the property for?

15 A I'd, to maybe put some trailers or something on it or
16 keep it.

17 Q Say that again?

18 A I would maybe put a trailer or something and there's
19 trailers on it, two trailers on it.

20 Q Okay. So would you be living on it?

21 A No, I've got a home.

22 Q Okay.

23 A Yeah.

24 Q Would you be use, would you be renting it, is that?

25 A Yes, that's what I'm trying to say, rent.

1 Q Okay. So you would be renting the property, is that
2 correct?

3 A Yes, ma'am.

4 Q Okay. And you haven't been able to do that for the
5 past two years?

6 A No.

7 Q Okay. And so you haven't received any money for your
8 property?

9 A No.

10 Q Okay. And you rented, you testified previously that
11 you rented it before the Duttons moved on to it, is that
12 correct?

13 A Linda Parnell lived there for years.

14 Q Okay. And if you were renting it, how much would you
15 rent it for?

16 A I hadn't really thought, thought too much about it.
17 I don't, rent it by the, you mean by the month?

18 Q Yes, ma'am.

19 A I don't know.

20 Q Do you remember what Ms. Parnell paid for it as rent?

21 A Now, I had that one trailer and that was about seven
22 dollars, \$700 a month, I think, so I had two on there.

23 THE COURT: Wait a second.

24 Q I'm sorry.

25 REPORTER: Wait a minute, is she saying...

1 THE COURT: Ask that question, because I didn't hear
2 the answer at all.

3 MS. MEDLIN: Okay.

4 Q All right. Ms. Lollis, how much did Ms. Parnell pay
5 rent?

6 A Well, she was working and helping me.

7 Q Okay. Can you tell us, try to speak clearly. How
8 much rent would you be receiving for the property per
9 month?

10 A \$700.00, over \$700.00 dollars a month.

11 Q Okay. So at least \$700 a month?

12 A That's right.

13 Q Okay. And that would be for both mobile homes?

14 A Yeah.

15 Q Okay. And this property includes about 19 acres, is
16 that right?

17 A I guess so.

18 Q I'm sorry?

19 A Probably around there in that, like we got 10 acres
20 in one place.

21 Q Okay.

22 A And 10 in another.

23 Q Okay. All right. So one tract is about 10 acres and
24 the second tract is also about 10 acres?

25 A Yes.

1 Q Okay. Ms. Lollis, do you believe that the Defendants
2 have acted together to try to take your property?

3 A I know they have.

4 Q Okay.

5 A Because I could figure they wouldn't have moved.

6 Q Say that again?

7 A I see this here trailer and I hadn't done anything.

8 Q Okay. And so you haven't consented for them to be on
9 the property, is that correct?

10 A No, they supposed to been done off.

11 Q And have the defendants continued to stay on this
12 property even after you have told them to leave?

13 A They never offered to leave.

14 Q Say that again.

15 A They never offered to leave from nowhere.

16 Q They never offered to leave, is that what you said?
17 Okay.

18 A Been there about two years.

19 Q Okay. And so have you received any money for this
20 property for at least the past two years?

21 A No, not one dime.

22 Q Okay. Ms. Lollis, what is it that you're asking the
23 Court to do today?

24 A What you mean?

25 Q What would you like for the Court to do in this case?

1 A Where I can get my land.

2 Q Okay. So you're asking for the clear title?

3 A Get them off of there and yeah, I want my land.

4 Q And so are you asking that the Court order the
5 defendants off of the property?

6 A That's right.

7 Q And have you incurred costs as a result of this case?
8 Did you have to retain an attorney to pursue this case?

9 A Attorney?

10 Q Did you have to retain me to represent you in this
11 case?

12 A Yes, ma'am.

13 Q Okay. And are you asking that the Court compensate
14 you for the loss of the value of your property?

15 A For two years?

16 Q Yes.

17 A It'd be a big figure, and I hadn't figured it all up,
18 but there is a lot, there's a lot.

19 Q Okay.

20 A It would be a lot of money because it's been two
21 years and haven't received not one dime.

22 Q Okay. So if you were to be compensated, it would be
23 for a period over two years, is that what you're saying?

24 A Yes, ma'am.

25 Q Okay. All right. Okay.

1 MS. MEDLIN: No further questions, Your Honor. Ms.
2 Lollis, you'll answer any questions of Mr. Ferguson?

3 MS. LOLLIS: Yes, I know him well.

4 CROSS-EXAMINATION

5 By Mr. Ferguson:

6 Q Good morning, Ms. Lollis. You've told us that you're
7 88. Do you have any memory problems?

8 A Have what? No, I don't have no memory problem.

9 Q Okay. Is Frank Lollis your son?

10 A Yes, he is.

11 Q Then why did you deny in your Reply in your, in this
12 case that he was your son?

13 A That I what?

14 Q In your Reply to this case, in the Reply document
15 that you filed in this case, you twice denied that he was
16 your son, why is that?

17 A He is my son.

18 Q So that was false that what you said in your Reply?

19 A No, he's my son.

20 Q Right. So if your Reply said something different,
21 that wasn't true, was it?

22 A I didn't reply nothing different.

23 Q Let me show you this document. Is that a copy of
24 your late son's driver's license?

25 A Yes, it is.

1 Q All right.

2 MR. FERGUSON: I'd like to introduce that.

3 THE COURT: Any objection to this?

4 MS. MEDLIN: No, Your Honor.

5 THE COURT: Defendant's 1 is admitted without
6 objection.

7 (Whereupon, Defendant's Exhibit 1 was admitted into
8 evidence.)

9 Q The other plaintiff, Linda Campbell, is your
10 daughter?

11 A Linda Campbell; she is my daughter.

12 Q All right. Now, Frank lived with you when he was
13 alive, didn't he?

14 A Yes, he did.

15 Q How many years did he live with you?

16 A About 12, after his daddy passed away, he stayed with
17 me about 20 years.

18 Q When did his father die?

19 A In '93.

20 Q Okay. So from '93 until he died?

21 A Well, later, he didn't come in right then but a few
22 months or a year later, he come later, came to help me.

23 Q How long before he died was he living with you?

24 A He wasn't living with me right at that time. He had
25 a trailer, a mobile home of his own down below me.

1 Q But at the time of his death, was he living with you?
2 A He was in my house, because I had to take care of
3 him. Yes, and he was living with me.
4 Q And how long did he live with you?
5 A I done told you till about -- he stayed with me about
6 18 or 20 years, something like that.
7 Q All right. And he helped support you, didn't he?
8 A He take care of me.
9 Q Okay. What kind of businesses was he in?
10 A What he in, what?
11 Q What kind of businesses was Frank running?
12 A He worked for his self..
13 Q Doing what?
14 A Hauling gravel and stuff like that.
15 Q Did he install septic tanks?
16 A Yeah.
17 Q Did he clear and grade land?
18 A I don't know what all he done.
19 Q And he had a lot of equipment in his work, didn't he?
20 A He had some equipment, yes.
21 Q Okay. Tractors?
22 A Yes, he had tractors.
23 MS. MEDLIN: Your Honor, objection.
24 THE COURT: All right. What's your, the objection?
25 MS. MEDLIN: Your Honor, our objection is based upon

1 the questions regarding Mr. Frank Lollis and any of his
2 property that he had, of course, would be related to his
3 estate. The estate is not a party in this action and, of
4 course, it would be irrelevant to the issues as to the
5 title of this property and whether or not the defendant's
6 paid for it.

7 MR. FERGUSON: Here's where it's relevant, Your
8 Honor.

9 THE COURT: All right.

10 MR. FERGUSON: Because the sale, Frank was the agent
11 for the sale. If there was indeed something wrong with
12 the sale, then the defendants would have had a right to
13 make a claim against the estate. The head of the estate
14 was Linda Campbell, the plaintiff over there. And she
15 told the Probate Court that there was nothing in the
16 estate; that there was less than \$5,000.00 dollars. There
17 was no need to open the estate. So as a result, the
18 estate wasn't opened and the Duttons were not able to make
19 a claim against the estate. So it's evidence of how the
20 plaintiffs have been cheating the defendants--

21 THE COURT: All right.

22 MR. FERGUSON: --that they did not want to open the
23 estate.

24 THE COURT: Well, there needs to be a factual
25 question in there.

1 MR. FERGUSON: Yeah, we'd want to show what would
2 have been in the estate.

3 MS. MEDLIN: Well, Your Honor, if I may respond.
4 Again, this is an issue that has been raised by the
5 defendants previously, and they have never taken steps to
6 pursue the estate. As far as Ms. Linda Campbell, she was
7 named the personal representative and she presented the
8 information that she had to the Probate Court. That
9 estate has been approved and signed off by the Judge and
10 is closed. And, again, the defendants through Counsel,
11 did not pursue that estate. So it would not be a relevant
12 issue, because the estate is not a party to the case.
13 They did not take the proper steps to raise that today.

14 MR. FERGUSON: You Honor, first of all, we asked the
15 plaintiffs if they would allow us to open an estate. They
16 said no, they would fight it tooth-and-nail. We did not
17 have the resources on our side to be fighting a two-front
18 war. So it's not really an issue of the particularities
19 of the potential probate claim. It's a matter of how the
20 plaintiffs have handled their side of things to cheat the
21 defendants. So it's, it doesn't make any difference about
22 whether they actually decided to go to war in the Probate
23 Court. The question is whether the plaintiffs hid assets
24 and what those assets were.

25 MS. MEDLIN: Again, Your Honor, that would be an

1 issue for the Probate Court to determine. That is the
2 proper forum and jurisdiction for those issues to be
3 determined, not here today when we're determining whether
4 or not Ms. Lollis signed a contract to sell her property
5 and whether or not the money was even paid.

6 MR. FERGUSON: It's a matter of impeachment.

7 THE COURT: Well, can't I hear a little bit of the
8 factual testimony, so that I can make a legal ruling
9 later? It would just help me piece together the whole
10 picture of what was going on. I understand it's a legal
11 argument, but let's keep moving forward with it and let me
12 hear a little bit of it, then it will assist me in making
13 a ruling whether it's relevant or not.

14 MS. MEDLIN: Thank you, Your Honor.

15 THE COURT: All right.

16 MS. MEDLIN: And, again, we would just like to
17 preserve that objection for the record.

18 THE COURT: It's preserved.

19 Q All right. So you've said that your son, Frank, had
20 tractors and I believe you said he had bull dozers, too,
21 is that correct?

22 A I didn't tell you he had a bulldozer. I didn't
23 mention a bulldozer.

24 Q Okay. You don't know whether he had a bulldozer?

25 A I don't know what he had at the time.

1 Q Okay. Do you know anything about an excavator?

2 A What?

3 Q Do you know anything about an excavator or a backhoe?

4 A No, I don't.

5 Q You know he installed septic tanks, though, don't

6 you?

7 A Just a few.

8 Q Okay. Do you know what equipment he was using to

9 install septic tanks?

10 A No, I don't.

11 Q Okay. Do you know anything about his dump truck?

12 A He had one dump truck.

13 Q Okay. Do you know anything about his front end

14 loader?

15 A I don't know about no front end loaders.

16 Q Okay. Do you know anything about his Kubota RTVs?

17 A A what?

18 Q Kubota RTV?

19 A I don't know nothing about them.

20 Q Okay. Do you know anything about a box truck?

21 A A what?

22 Q Box truck?

23 A I don't know nothing about that kind of stuff.

24 Q Okay.

25 A If he had it, I never saw, I don't see it, see it.

1 Q But you know he had golf carts that he got around in,
2 right?

3 A He had one.

4 Q One. Okay. And what kind of vehicles did he have
5 that he was driving around in?

6 A A little old, he drove, a little old car he drove but
7 right now, I can't remember the name of it, the car.

8 Q After Frank died, what happened to all that equipment
9 he had?

10 A Well, he didn't have all that much equipment, all
11 that much.

12 Q But what happened to whatever it is you will agree
13 that he had?

14 A It was tore up. He got down sick, and then he
15 couldn't do any repairs. He wasn't able with what, that
16 he had.

17 Q So does -- did his brother, Furman, take some of it
18 back to Georgia?

19 A No.

20 Q Well, what did Linda Campbell get out of the estate?

21 A She ain't got nothing out of it like the rest of us
22 just for what I got a living. I live. I got to draw a
23 little check myself.

24 Q And what, do you know what your granddaughter, Katie
25 Barton, got out of the estate?

1 A What did she get out of it; nothing.
2 Q Okay. And what did you get out of the estate?
3 A I hadn't got no amount of money at all.
4 Q Okay.
5 A I draw a check every month.
6 Q Did you get a Chevrolet truck out of the estate?
7 A No, I did not. He didn't have no Chevrolet truck.
8 Q Well, then let me show you this.
9 A Well, I didn't have no truck.
10 Q Okay. Well, the tax people thinks differently.
11 A Well, I hadn't had no truck in years.
12 Q So you have any idea why the tax people would think
13 you have a truck?
14 A What?
15 Q Do you have any idea why the tax people would think
16 you have a truck?
17 A He did not have no, what kind of truck they say it
18 was?
19 Q Chevrolet K13 N2000.
20 A I don't know anything about it, somebody got
21 something wrong and it's not me either.
22 MR. FERGUSON: I'd like to introduce this.
23 A They trying to make something out of--
24 THE COURT: Any objection or subject to your
25 objection?

1 MS. MEDLIN: Yes, Your Honor.

2 THE COURT: All right. Number 2 is admitted subject
3 to the objection that as to relevance of, at such time as
4 that motion is considered by the Court.

5 (Whereupon, Defendant's Exhibit 2 was admitted into
6 evidence.)

7 Q Now, your son, Frank, was buying and selling land and
8 trailers before he died, wasn't he?

9 A He was selling what?

10 Q Your son, Frank, was buying and selling land and
11 trailers before he died, wasn't he?

12 A I don't know all about that. I didn't know about his
13 business, what he sold. I hadn't seen them.

14 Q Okay. Have you worked anywhere in the last 25 years?

15 A No.

16 Q So what were your sources of income during that
17 period?

18 A I was drawing my Social Security.

19 Q So all this land that got in your name, that wasn't
20 bought with your money, was it?

21 A I didn't have no money.

22 Q All right.

23 A I reckon he didn't, he didn't neither that I know of
24 to buy land.

25 Q In fact, your son, Frank, regularly put land in your

1 name, didn't he?

2 A I don't know about that.

3 Q Is that a deed from Frank to you?

4 MS. MEDLIN: Your Honor,--

5 THE COURT: Go on. Go ahead. Yes, ma'am.

6 MS. MEDLIN: Your Honor, we would object. This is a
7 deed related to a property that's completely unrelated to
8 the property that we're here for today. So we would
9 argue, of course, the basis of our objection is that any
10 potential or alleged deeds or other documents that Counsel
11 intends to produce that are not about the specific
12 Cemetary Road property are irrelevant and an attempt to
13 confuse the issues.

14 THE COURT: All right. Well, I can't rule on it
15 until I hear a little more about it. She has not
16 identified it yet. But I understand your objection and
17 I'm not ruling on it. I'm not ruling in any way. I just
18 want to hear a little more.

19 MS. MEDLIN: Yes, Your Honor.

20 THE COURT: All right. Mr. Ferguson.

21 A He hadn't give me nothing, love and affection, that I
22 know of.

23 Q I beg your pardon?

24 A It's got down here love and affection. I don't know
25 about that. I don't remember.

1 Q Okay. But this is from Frank to you, isn't it?

2 A I hadn't, the first time I ever seen it.

3 Q Okay. So Frank didn't always tell you about his real
4 estate dealings, did he?

5 A I don't know about any real estate.

6 Q Okay.

7 A My son had cancer for two years and laying in a
8 chair. It takes a lot of money to see after him with.
9 And he had, he owed a lot, too.

10 MR. FERGUSON: I'd like to introduce this one.

11 THE COURT: She didn't identify it.

12 MR. FERGUSON: Oh.

13 THE COURT: I don't think. Didn't she say this is
14 the first time she's seen it.

15 MR. FERGUSON: Well, it's a public document.

16 THE COURT: If it's a public document, I'll allow it.
17 Is it certified? This is the deed from son to mother.

18 (Whereupon, Defendant's Exhibit 3 was admitted into
19 evidence.)

20 MS. MEDLIN: And we would just object, Your Honor,
21 regarding that document.

22 THE COURT: Objection is noted. Well, this is
23 admitted under the objection.

24 Q Here is a deed that says it's for a portion of
25 property conveyed to you by Frank Lollis back in 2002.

1 A After he got sick there wasn't no way. I don't know
2 nothing about that.

3 Q Okay. And is, is that your signature on the deed?

4 A Well, I didn't sign it. I don't, I don't think. It
5 don't look like it might have.

6 Q So you think that's not your signature?

7 A I never seen it. I don't know anything about that.

8 Q You think that's not your signature?

9 A Not that I know of.

10 Q Okay.

11 A I don't know.

12 MR. FERGUSON: I would like to introduce this deed
13 because it shows how they did business.

14 THE COURT: Once again, it's a public record.

15 MS. MEDLIN: And our objection would remain the same
16 as far as being irrelevant and confusing the issues.

17 THE COURT: Right. How does it not make it relevant.
18 Your objection protected, but I'm going to admit it as a
19 public record.

20 MS. MEDLIN: Thank you, Your Honor.

21 THE COURT: As Defendant's 4?

22 THE REPORTER: Yes, sir.

23 THE COURT: All right.

24 (Whereupon, Defendant's Exhibit 4 was admitted into
25 evidence.)

1 Q It was not unusual for Frank to put property in your
2 name, was it?

3 A I don't know nothing about what, him putting no
4 property in my name.

5 Q Okay. So he might have done it and just not told
6 you?

7 A Well, I don't think he would have.

8 Q Well, where do you think these deeds came from?

9 A I don't know. I know nothing about them. I'm not
10 trying to tell you the wrong things. I don't know
11 anything about them.

12 THE COURT: All right. We been going about an hour.
13 I think this is a good time for me to have a break.

14 MR. FERGUSON: Okay.

15 THE COURT: I'll give y'all about 15 minutes.

16 MR. FERGUSON: Okay.

17 (Whereupon, a short break was taken.)

18 THE COURT: All right.

19 (Whereupon, the jury came into open court at
20 approximately 11:15 p.m.)

21 CONTINUE CROSS EXAMINATION

22 By Mr. Ferguson:

23 Q You told me that your income is Social Security. How
24 long has your income been just Social Security?

25 A Mine?

- 1 Q Yes, ma'am.
- 2 A After I, when I retired.
- 3 Q And when was that?
- 4 A That was about \$600.00 dollars, I think.
- 5 Q And when did you retire?
- 6 A See, I quit when I was 50¹ years old.
- 7 Q So that was 38 years ago?
- 8 A Something like that.
- 9 Q Okay. In this Plaintiffs' Exhibit 1, the deed into
- 10 you from Community Investment Company for this land we're
- 11 talking about, it says that you paid \$10,000.00 dollars
- 12 for the land. Where did you get \$10,000.00 dollars from?
- 13 A We borrowed money at times when we had to have it.
- 14 Q You borrowed money?
- 15 A I have done it.
- 16 Q But you weren't employed. How did you borrow money?
- 17 A Well, I had a husband with me.
- 18 Q So he borrowed money?
- 19 A He has done it. Back years ago, now we hadn't in a
- 20 good while.
- 21 Q But you didn't have \$10,000.00 dollars, did you?
- 22 A Didn't have what?
- 23 Q \$10,000.00 dollars?
- 24 A Not saved up, no.
- 25 Q Okay.

1 A When did that land you talking about that I bought?

2 Q 1999.

3 A 1999. Oh, yeah, I know what you talking about now,
4 yeah.

5 Q And so where did you get \$10,000.00 dollars 16 years
6 ago?

7 A I take care of my money.

8 Q Wasn't that after your husband died?

9 A Yes, that was.

10 Q Your husband died in 1993?

11 A I know he did.

12 Q All right. So six years later you bought this land.

13 A Well, me and my son was together in house.

14 Q Excuse me?

15 A We lived in the house together after my son, husband
16 died.

17 Q Okay. He died in 1993. You paid \$10,000.00 dollars
18 for this land in 1999. So I'm asking where you got the
19 money if it was your money that bought this land?

20 A Yes, this was my money and the man that I bought it
21 from and I know'd him and he let me pay on it along.

22 Q And you paid from it out of your Social Security?

23 A I had, I did, I had to.

24 Q You bought \$10,000.00 dollars worth of land out of
25 your Social Security check?

1 A I told you this is the way we did it. We borrowed it
2 and paid it back so much at a time.

3 Q Isn't it a fact that a lot of times your son, Frank,
4 bought land and put it in your name?

5 A I don't know anything about what Frank done. He
6 lived his life and I lived mine.

7 Q And so if you don't know anything about property he
8 put in your name, I guess you don't know whether he was
9 signing your name when he sold that property.

10 A He wouldn't do it without telling me.

11 Q He wouldn't tell you?

12 A I don't think so.

13 Q Okay.

14 A He's not a crook.

15 Q The attorney who handled Frank's real estate dealings
16 and most of your real estate dealings was John Scurry, is
17 that right?

18 A Well, he was my lawyer when I was younger, yes. I
19 didn't have one till I got later on in years.

20 Q Okay. Did you have joint bank accounts with your
21 son, Frank?

22 A No, I did not.

23 Q Okay. You did not?

24 A No, I didn't. I had my little bank account and he
25 had his. He was just my son and he wasn't my husband.

1 Q Now, despite the fact that you had only Social
2 Security income, you accumulated quite a bit of property
3 in your name, didn't you?

4 A I hadn't got no property.

5 Q I beg your pardon?

6 A What are you talking about, property?

7 Q Real property, land, trailers, houses?

8 A I hadn't got all that much stuff.

9 Q Okay. So look at these, this tax record here. So
10 doesn't that show that you have lots of land in your name?

11 MS. MEDLIN: Objection, Your Honor.

12 THE COURT: Basis.

13 MS. MEDLIN: Well, Your Honor, it's actually on
14 several bases but, of course, the relevancy and the issue
15 of whether or not this property that is described here is
16 related to why we're here today. But the other issue is
17 that this document in particular is not specific in any
18 way. It's very general and it can certainly be addressing
19 twenty different Kathleen Lollis's. There is no
20 designation here to show that it would be related to the
21 Kathleen Lollis that's on the stand so we would ask so we
22 would ask that it be made more definite and certain.

23 THE COURT: Let's let him lay a little further
24 foundation.

25 MR. FERGUSON: Okay.

1 THE COURT: No, no ruling on your objection. Now, I
2 got to hear more.

3 MS. MEDLIN: Yes, Your Honor.

4 Q All right. Have you looked at the document?

5 A I looked at it.

6 Q Okay. And it says that you have lots of property,
7 doesn't it?

8 A I don't have no property. I didn't have none. My
9 son had it.

10 Q Okay. So you think somebody put that property in
11 your name?

12 A No. If he did it, if he put it in it, now he paid
13 for it, I didn't.

14 Q I understand that, but you don't know how that
15 property wound up in your name?

16 A Well, he did it, must have put it in there, I reckon,
17 some of it.

18 Q You think Frank did that?

19 A He had to.

20 Q Okay.

21 A I reckon as far as I figure.

22 MR. FERGUSON: I'd like to introduce--

23 THE REPORTER: That's number 5.

24 (Whereupon, Defendant's Exhibit 5 was admitted into
25 evidence.)

1 A And I don't have all that property now.

2 Q Okay.

3 A Be a long time to get back what they took away from
4 me.

5 THE COURT: She's going to testify this is her?

6 MR. FERGUSON: Pardon?

7 THE COURT: She's not testify that's her's, that's
8 her property. She's testifying I don't know this property
9 that appears to be Kathleen Lollis on the tax record.

10 MR. FERGUSON: It says it's Kathleen Lollis. Now,
11 it's up to them. We have presented enough evidence to
12 show that it's her and if they want to show that it's not
13 her, then the ball is in their court to show that it's a
14 different Kathleen Lollis. I can tell you that I have
15 looked it up and I'm convinced that is Kathleen, this
16 Kathleen Lollis.

17 THE COURT: Ms. Medlin?

18 MS. MEDLIN: Again, Your Honor, I mean we would
19 certainly object to this. This is a compiled list of many
20 different Kathleen Lollis' and, I mean, there's even
21 different initials there. There is a Kathleen Zack, a
22 Kathleen W., Kathleen D. I mean so, again, I don't think
23 that Counsel can properly present just a very generic list
24 of any property that is in the name of Kathleen Lollis
25 without specifically having her identify if any of them

1 are, in fact her property, which ones they are. There may
2 be many people out there by the name of Kathleen Lollis.
3 So we certainly do not think that this is admissible and
4 not to mention the fact that the dates, again, some of
5 these properties would appear that the last date that the
6 tax notice is there is from years ago. So there's
7 absolutely no correlation here to what this proves in this
8 case.

9 MR. FERGUSON: Her objection goes to weight and not
10 admissibility.

11 THE COURT: Yeah, I think it's admissible. I think
12 you're right. It's weight, weight question. I mean, I
13 need more to, if it goes to weight, I'll need more weight.

14 MS. MEDLIN: Yes, Your Honor.

15 THE COURT: It's a public record and let it in. If
16 that's all her or not, it's not been established yet.

17 MS. MEDLIN: Yes, Your Honor.

18 THE COURT: There's no question it's not going to be
19 -- there's still a question as to which one is she and
20 perhaps if none or if all or a part.

21 Q Ms. Dutton, I have some more Laurens County real
22 estate records for you. This shows documents involving
23 you and real estate. Can you confirm for me that there
24 are no mortgages for your real estate?

25 A Do what now?

1 Q Have you signed any mortgages?

2 A Any mortgages?

3 Q Yes, ma'am.

4 A No, why?

5 Q Okay.

6 MR. FERGUSON: Okay. So we would like to introduce
7 this document.

8 THE COURT: Defendant's 6. Is this the copy of the,
9 it looks like the, index for deeds?

10 MR. FERGUSON: Yes, sir.

11 THE COURT: Okay.

12 MR. FERGUSON: Well, and not just deeds but if there
13 had been mortgages, it would have shown mortgages, too.
14 It appears to be a record from the computer index.

15 THE COURT: It appears to be a record from the
16 computer index. Subject to objection and it all goes to
17 weight.

18 (Whereupon, Defendant's Exhibit 6 was admitted into
19 evidence.)

20 MR. FERGUSON: Your Honor, I'm going to introduce one
21 of Plaintiff's response to interrogatories that deals with
22 the Plaintiff's work history and the lack thereof and
23 therefore lack of income.

24 (Whereupon, Defendant's Exhibit 7 was marked for
25 identification only.)

1 THE COURT: And Defendant's 7 is a response to
2 interrogatories.

3 MR. FERGUSON: Yes, sir.

4 THE COURT: Some of them or just these three
5 questions or--

6 MR. FERGUSON: Just the one that deals with the
7 Plaintiff's income.

8 THE COURT: Okay. It's admitted.

9 (Whereupon, Defendant's Exhibit 7 admitted into
10 evidence.)

11 Q You can open that up and it will, well let me, this
12 is a plat of the land we are talking about, isn't it?

13 A I don't know what you talking about here, what?

14 MR. FERGUSON: Can I see Defendant's, Plaintiff's
15 number 1, please?

16 A This is something I don't know anything about.

17 MR. FERGUSON: Okay.

18 Q Okay. You remember you told us about this deed where
19 you said you got the land, and then there was a plat for
20 that land.

21 MR. FERGUSON: Do you want to stipulate that the plat
22 is of the land?

23 MS. MEDLIN: Is that this same thing here? Yeah,
24 that's fine.

25 MR. FERGUSON: Okay.

1 THE COURT: She's testifying plat, Register and
2 Deeds, Plaintiff's 1?

3 MR. FERGUSON: Yes, sir.

4 THE COURT: So this will be Defendant's 8.

5 MR. FERGUSON: Well, it's the deed of the property.

6 THE COURT: This is Defendant's 8.

7 (Whereupon, Defendant's Exhibit 8 was admitted into
8 evidence.)

9 THE COURT: It's admitted just for the record.
10 Defendant's 8, is 8 yours? This is a plat record as
11 Plaintiff's 1.

12 Q All right. Since you say you bought the land and it
13 was your land then, hang on, this is the wrong one. I
14 thought this was a photocopy of that. This exhibit, this
15 is the same property.

16 MS. MEDLIN: This is the one that goes with the deed.

17 MR. FERGUSON: Okay.

18 MS. MEDLIN: The one that that goes, this is from
19 '99.

20 MR. FERGUSON: Okay.

21 Q Well, let me show you this, I think subsequent deed,
22 plat of the same property.

23 A And what property is that you're referring or talking
24 to about now?

25 Q Okay. And is that in the same property?

1 A The same property; what is it, which?

2 MR. FERGUSON: Can we stipulate it's the same
3 property?

4 A I can't see that little writing there.

5 MS. MEDLIN: We'll limit the stipulation to that it
6 is apparently a plat for the same property.

7 MR. FERGUSON: Okay.

8 THE COURT: Was 8 not it?

9 MR. FERGUSON: Pardon?

10 THE COURT: Is 8 just another plat with resurveys?

11 MR. FERGUSON: This is a resurvey.

12 MS. MEDLIN: 8 was the plat that was taken at the
13 time of that deed in '99. This plat was taken apparently
14 in 2011.

15 THE COURT: Who had that prepared? Who had this plat
16 prepared?

17 MS. MEDLIN: Well, I imagine that's where Mr.
18 Ferguson is going with that.

19 THE COURT: You are right.

20 THE REPORTER: Because that's number 9.

21 THE COURT: Yeah, 8 was the plat referenced in the
22 deed.

23 MS. MEDLIN: Correct.

24 THE COURT: And I'm just waiting on further
25 foundation so I can follow it.

- 1 Q All right. So why does this subsequent plat say that
2 it's a plat for Frank Lollis?
- 3 A How do I know what Frank Lollis had? I don't know
4 what Frank Lollis, has it got his name on it?
- 5 Q Down at the bottom there? Let me help you.
- 6 A That's his writing.
- 7 Q Right there.
- 8 A Well, it's not mine then.
- 9 Q I beg your pardon?
- 10 A It's got his name on it. Mine is not on that, is it?
- 11 Q It does have his name on it. Do you know why?
- 12 A How do I know why? I didn't keep up with his
13 business.
- 14 Q Wouldn't the purpose of his getting a plat be to sell
15 land?
- 16 A I don't know nothing about it, I just told you, about
17 his business.
- 18 Q Okay. But he was selling land out of that area,
19 wasn't he?
- 20 A I don't know who he sold land to.
- 21 Q Excuse me?
- 22 A I don't know who he's been selling it to.
- 23 Q Okay. When Frank was selling property that was in
24 your name, did you attend the real estate closings?
- 25 A Was I doing what now?

1 Q Okay. When Frank sold property that was in your
2 name, did you go to the closings in the, where the lawyer
3 was doing the papers?

4 A I didn't know all about it. I don't know anything
5 about it.

6 Q But the lawyer who was doing the paperwork would have
7 been John Scurry, is that right?

8 A Was my lawyer. I had to go to him, not have that
9 much to sell.

10 Q And he was Frank's lawyer too, right?

11 A Well, how do I know what we had, I don't know
12 anything about Frank's, all of his business.

13 Q Okay. I show you this signature card for First
14 Citizens Bank. Isn't that for a joint account that you
15 had with Frank?

16 A I have never had no joint account with Frank that I
17 know anything about.

18 Q So is that not your signature there?

19 A That's my signature, but I don't remember signing no,
20 nothing like that, because we never did have no joint
21 account.

22 MS. MEDLIN: Your Honor, objection. This document is
23 not being properly presented or authenticated. It's not
24 being presented by the records custodian related to bank
25 records.

1 MR. FERGUSON: She has already said it's her
2 signature on the document. That's sufficient.

3 THE COURT: Well, she's identified it as her
4 signature.

5 MS. MEDLIN: Well, Your Honor, it's a copy that's
6 produced and provided by another business and there is no
7 one here to document that this is an authentic copy of
8 anything.

9 MR. FERGUSON: It goes to weight.

10 THE COURT: I'll admit it subject to her objection.
11 She identifies her signature on the document but can't
12 remember the account.

13 MR. FERGUSON: I'd like to introduce that.

14 (Whereupon, Defendant's Exhibit 10 was admitted into
15 evidence.)

16 Q What's the date on this signature card?

17 A The 2nd, the 12th and 13th.

18 Q 2/21/13, is that what you said?

19 A That's what it looks like down here.

20 Q Okay. And how long before Frank died was that?

21 A Frank passed away two years ago.

22 Q Okay. This document from 2013, from February of
23 2013. Frank died, was it March or April of 2013?

24 A April.

25 Q April. Okay. So something like two months before he

1 died, is that right?

2 A I don't know anything about it.

3 Q Okay. This document purports to be another signature
4 card.

5 MS. MEDLIN: Your Honor, again, objection. These are
6 documents that Mr. Ferguson is providing without having
7 the proper records custodian here to testify as to the
8 validity and authenticity of these documents.

9 MR. FERGUSON: I'm getting there.

10 THE COURT: I think she asked, he asked her. She can
11 identify the document.

12 MS. MEDLIN: Okay.

13 Q Is that your signature?

14 A I don't remember signing nothing like that, no.

15 Q That's not your--

16 A -- not with Frank.

17 Q Is that or is that not your signature?

18 A I don't write like that.

19 Q Okay. So you say it's not your signature?

20 A That's not that I know of.

21 Q Okay.

22 A I hadn't got no good hand writ--

23 COURT REPORTER: I didn't get that last thing you
24 said. I didn't hear you.

25 A What?

1 Q She wants you to repeat what you just said.
2 A I said I don't have a good hand write. I don't write
3 too good.
4 Q So if you did have a joint account with Frank, did
5 you deposit any money into that account?
6 A I don't know anything about that.
7 Q Okay. How long before Frank died was he driving?
8 A Was who driving?
9 Q Frank?
10 A Well, he hadn't been driving, I don't know, about
11 two, in the last year, for two years had cancer and it had
12 been a long time before Frank, well, he might try driving
13 and get a car and try to drive. But we try to get him
14 out.
15 Q So he drove a golf cart?
16 A He had one, but he did not, I didn't see him on it
17 lately before he passed away.
18 Q These trailers that we're talking about that the
19 Duttons are in, how far away from your home are they?
20 A They are from the river bridge up there, and I live
21 on around down next to the, between Mile High and Mount
22 Calvary church. It's only about a half-mile.
23 Q Can you give it to me in miles?
24 A I don't know any other Duttons.
25 THE COURT: All right. Ms. Lollis, Mr. Ferguson

1 asked you how far these trailers are from your house.

2 Slow down a little and answer that question for me if you
3 don't mind. So how far away from your house are these
4 trailers?

5 MR. FERGUSON: All right.

6 Q How far away are the trailers that the Duttons are in
7 from your house?

8 A Well, let's see, I live right next to Mount Calvary
9 Church. Between Mount Calvary Church and they live up
10 there as you come off the river bridge and I got just
11 around the curve there and right up on the hill is they,
12 is where they live near Ware Shoals.

13 Q Well, I'm not certain--

14 THE COURT: Is there a church named Mount Olive
15 Church that's up the road?

16 A That's about the only thing I can tell you.

17 THE COURT: She lives up here near Mount Olive Church
18 and they live near a bridge.

19 Q Okay. Well, I don't so much need directions, but I'm
20 trying to find the distance, how far it is between your
21 house and where they are?

22 A I couldn't do nothing but just guess. The only thing
23 I could do would be six or seven miles, it's six or seven
24 miles. I'm just guessing now. I don't know. I'm not
25 telling you that for it to be the truth.

1 Q Tell me again how far you think it might be?

2 A I want to say it might be six or seven, seven miles
3 or something like that. Just guessing. Now, I don't
4 know.

5 Q All right.

6 A I'm not good on miles.

7 THE COURT: That's just an estimate.

8 Q Yeah. We're just wanting your estimate. And do you
9 go past that, those trailers much?

10 A Whose trailers?

11 Q The Duttons' trailers?

12 A No.

13 Q Now, the Duttons came to your house to make payments
14 while Frank was alive?

15 A No, they didn't pay him either. They didn't pay none
16 of us.

17 Q You say they did not come to your house to make
18 payments?

19 A One, I think one time paid \$700.00 and something
20 dollars.

21 Q Okay. But would you agree that Frank conducted
22 business from your house a lot?

23 A No.

24 Q No. Okay. Where was he conducting business?

25 A I don't know where he was.

1 Q So when he was getting trailer payments and such,
2 where was he doing it?

3 A He would be, just pay him here and yonder as far as
4 I, I don't know exactly what that was. He was beat out of
5 a lot of money by them and everybody else.

6 Q Okay. Now, after the Duttons moved in, they started
7 paying taxes on the land, didn't they?

8 A No.

9 Q No, they didn't?

10 A I never heard, I don't know anything about them ever
11 paying.

12 Q Okay. How long have you known the Duttons?

13 A Too long. But anyway, I don't know them. I never
14 messed with them, never had no business with them. I
15 don't know how long they been down, you know, them and
16 their little grandchildren. I don't know. I've been
17 knowing them for several years.

18 Q Okay.

19 A Just knowing of them. They been around down there I
20 don't know exactly how long.

21 Q Okay.

22 A But I never had no dealings with them.

23 Q And the Duttons did work on your property?

24 A They come up there to the shop where Frank's at a few
25 times or something like that. But they didn't come to my

1 house, in my house.

2 Q Dennis did mechanical work on Frank's equipment,
3 didn't he?

4 A I don't know. If he did, I don't know anything about
5 it. He pretended to or something another. I don't know.
6 I wasn't up at the shop. I can't say.

7 Q Okay. Isn't it a fact that you and Frank has sold or
8 rented other property to the Duttons?

9 A He has sold what now?

10 Q Sold or rented other property to the Duttons aside--

11 A -- sold some more property besides this one over
12 there?

13 Q Yes, ma'am.

14 A I don't know.

15 Q Do you remember renting 31 Janie Martin Road in Ware
16 Shoals?

17 A To them?

18 Q Yes.

19 A I didn't rent to them, nothing to them.

20 Q So you don't remember renting 41 Janie Martin Road to
21 them?

22 A I didn't, no. I never rented them nothing.

23 Q Okay. And you don't remember their buying a mobile
24 home and putting it on 15 Janie Martin Road?

25 A They moved so much till I can't keep up with it. I

1 cannot tell you.

2 Q Okay.

3 A If I could just guess or something. Well, I didn't
4 know they was up there.

5 Q Do you remember that they bought 8757 in River Fork
6 Road in Waterloo from you?

7 A Not from me. No, they didn't.

8 Q Do you remember about them buying 293 Buzhardt Road?

9 A Not from me.

10 Q 85 Relax Street, you remember that?

11 A I don't even know what street that is.

12 Q Okay.

13 A They didn't buy nothing from me.

14 Q When you were trying to get the Duttons evicted in
15 round one of all of this, you told the Magistrate they
16 were renters who refused to leave. Do you have a rental
17 agreement from the Duttons?

18 A No, I don't have nothing from the Duttons.

19 MS. MEDLIN: Object, Your Honor. Mr. Ferguson is
20 misstating facts and testimony from prior hearings.

21 THE COURT: Y'all can clear that up later. As far as
22 what she matches up with what, there's a lot of facts out
23 there. It may be relevant, it may not be, but y'all can
24 tie it altogether.

25 MS. MEDLIN: Okay.

1 Q And what I'm going to show you are what purports to
2 be deeds from you to the Duttons. Well, let's just say
3 transactions because here we have a Contract of Sale.

4 A Them's from me to the Duttons?

5 Q Just a moment.

6 A What? I didn't never give the Duttons nothing, how
7 is my name on that?

8 Q Yes, ma'am.

9 A I never signed nothing for the Duttons.

10 Q Okay.

11 A No way.

12 Q Okay.

13 A Because somebody's bad wrong and they know it, too.
14 I never rented, look down through there and see what they
15 got me.

16 Q And so do you know how these deeds and Contracts of
17 Sale got on the public record?

18 A I don't know anything about it.

19 Q Okay. Do you think maybe Frank did that?

20 A I don't, can't answer for Frank. He's not here
21 anymore.

22 Q I understand he's not here.

23 A Well.

24 Q I'm asking you.

25 A I don't know nothing about that.

1 MS. MEDLIN: Your Honor, objection again on several
2 grounds. Of course, going to the relevancy of these
3 documents but also Ms. Lollis has already answered his
4 question that she's not familiar with these documents and
5 to continue to ask her questions about it is just causing
6 emotional distress on her regarding her deceased son.

7 THE COURT: Okay. Well, let's mark those documents
8 so that I understand what she has no knowledge of.

9 A And his, I never signed my name to them. They never
10 come to me to sign nothing.

11 THE COURT: Do you want to mark those separate deeds
12 or do you want to mark that as a packet of deeds?

13 MR. FERGUSON: A packet.

14 THE COURT: How many do you have, four or five? Just
15 do them all together. She denies knowledge. The exhibit
16 of the bank signature was number 10.

17 THE REPORTER: So this is what now, this is number
18 11?

19 THE COURT: Yes. It's just marked for identification
20 right now. It's a public record. It's probably going in.
21 All right. Mr. Ferguson, it's admitted but subject to
22 objection and dealing with weight.

23 (Whereupon, Defendant's Exhibit 11 was admitted
24 into evidence.)

25 Q All right. With regard to Lisa's trailer, the one

1 she's in right now which you claim is on your land, why
2 was that trailer in Frank's name before it got transferred
3 to Lisa?

4 A Well, what now? What now?

5 Q Okay. The trailer that Lisa is in right now, before
6 it got transferred to her, it wasn't in your name, it was
7 in Frank's name. Why is that?

8 A I don't know. Somebody messed up there."

9 Q Okay.

10 A Because it's not supposed to been ever changed. It's
11 not in their name. Not supposed to be. Never been
12 changed. I bought the trailer and it's never been changed
13 from my name to no Lisa Dutton. I never rented nothing to
14 her. I'm telling the truth. I never rented nothing to
15 her.

16 Q So if the trailer was in Frank's name before it got
17 transferred to Lisa, you don't know anything about that?

18 A They messed up somewhere. Because what was, it has
19 never been taken out of my name. I got the deed to it and
20 all.

21 Q Wait, we talking about the trailer title right now.

22 A Oh, I don't know nothing about it. Which trailer you
23 talking about now?

24 Q The one that Lisa is in.

25 A I don't know how she got her hands on it. I can't

1 tell you.

2 Q You're saying you don't know anything about the
3 trailer title?

4 A No. About the what, the trailer title? And I don't
5 know whether it matters or not, but I didn't rent it to
6 them.

7 Q Okay.

8 A I never rented them nothing.

9 Q Was Frank's store attached to your house or adjacent
10 to your house or what?

11 A Was it what now?

12 Q Frank had a store, right?

13 A No. Me and my husband had the store years ago.

14 Q Okay. And did that store keep going?

15 A No, it's been out for years, ever since my husband
16 passed away.

17 Q Okay. So did Frank ever do business from the
18 building where that store is?

19 A No. It's long shut.

20 Q Okay. Do you know anything about Frank having safes?

21 A A safe? If he did, he wouldn't have nothing to go in
22 it.

23 Q So if the Duttons had no right to be on your land,
24 why did you wait more than a year to try to get them
25 thrown off?

- 1 A Well, I been trying for two years.
- 2 Q But when you started, they had already been there at
- 3 least a year?
- 4 A Well, I didn't know for a while, they were there.
- 5 Linda Parnell, the one I told you I rented it to. Well,
- 6 Linda Parnell lived there for years. I didn't know she'd
- 7 taken sick and had to go to her parents for a while. I
- 8 didn't know all that.
- 9 Q Was Linda Parnell Frank's girlfriend?
- 10 A Well, years ago. They were friends and I'll put it
- 11 that way. I don't know nothing about the girlfriend.
- 12 Q Okay. In the course of this case I asked you to tell
- 13 me whether certain documents in the public records had
- 14 real signatures of yours or forged signatures. And it
- 15 came back, you told me that there were 16 documents that
- 16 didn't involve the Duttons that had forged signatures,
- 17 your forged signature. And here are those documents plus
- 18 your statement about that.
- 19 A Now, what you talking about my signature?
- 20 Q You remember that your lawyer asked you to look at
- 21 some documents to see if they were real signatures or not?
- 22 A What lawyer?
- 23 Q Pardon?
- 24 A What lawyer you talking about?
- 25 Q Yours, Ms. Medlin.

1 MS. MEDLIN: Your Honor?

2 A I don't know what this--

3 MR. FERGUSON: Maybe we can just stipulate.

4 THE COURT: Can y'all stipulate what those documents
5 purport to show.

6 MR. FERGUSON: These are the documents from the
7 public record that goes to show that there is this way of
8 doing things with the, among the Lollis' that they sign
9 things for other family members. I think it was Frank
10 that was doing it.

11 MS. MEDLIN: Well, Your Honor, this actually, just
12 these documents in itself, were the basis for our Motion
13 in Limine regarding the fact that Mr. Ferguson has pulled
14 75-plus documents that, you know, may involve the Lollis',
15 may involve the Duttons and may not involve parties to
16 this case. And, obviously, we object to that. But the
17 other issue, Your Honor, is that based on the statements
18 that Mr. Ferguson is making accusing the Lollis or the
19 families of doing this in concert, that's absolutely
20 unsupported and, obviously, trying to get this set of
21 documents in or trying to get in these other property
22 records is just all in an attempt to confuse the issue.
23 They're simply not relevant and the fact that Ms. Lollis
24 has stated that she doesn't know anything about these
25 other properties, that she didn't sign them, our position

1 would be that they should not be admitted.

2 THE COURT: Well don't they, in essence, support your
3 position that if the documents got signed it was
4 unbeknownst to her and without her consent just like
5 these?

6 MS. MEDLIN: Well, and I would agree with that, Your
7 Honor.

8 THE COURT: I mean, and depending on how you argue
9 it, those are supporting what you're saying.

10 MS. MEDLIN: Well, and that's true but, obviously,
11 what Mr. Ferguson, I believe, is trying to convince the
12 Court of is that this family knew about this and they
13 simply did not. So, obviously, I think that should be
14 weighed very heavily against the potentially prejudicial
15 issues with having these sorts of documents introduced.

16 THE COURT: And I think it goes both ways. I think
17 it depends on whether you perceive it this way or that way
18 and you support both sides. They're saying Frank was
19 harem-scarem and signed anybody's name he pleased and
20 everybody knew it. I didn't know and without my authority
21 and without my knowledge, he signed a lot of documents and
22 here's proof he did. And I had no knowledge of it. It
23 kind of goes both ways. Y'all got a mess. So I think
24 they come in as evidence. How y'all argue they fall is up
25 to y'all.

1 MS. MEDLIN: Our objection of course, Your Honor, as
2 per the Motion in Limine, we would just ask it be
3 preserved. Again, I understand the Court's position but
4 our concern is is that this is all an attempt to try to
5 confuse the issues.

6 THE COURT: Oh, it's not confusing the issues. This
7 is making them clearer.

8 MS. MEDLIN: Okay.

9 THE COURT: Frank did a lot of business.

10 MS. MEDLIN: Well and, Your Honor, obviously, the
11 other issue there is that the defendants have not produced
12 anyone to say whether or not Frank Lollis is the person
13 who has done one of these or two of these or none of
14 these. So that would be the other issue we'd ask the
15 Court to consider is that they have not produced any
16 information or evidence that would go to prove that Frank
17 Lollis is even responsible for any of these other
18 documents.

19 MR. FERGUSON: We don't have to prove that it was
20 Frank.

21 THE COURT: I mean, somebody's putting Frank Lollis'
22 name in the public record.

23 MS. MEDLIN: Well, I mean, these are documents that
24 don't even have Frank Lollis' name on them, the documents
25 that they intend to produce.

1 MR. FERGUSON: These are mostly to purport to be her
2 transfers.

3 THE COURT: I think they got to come in and whether I
4 don't consider them or consider is the issue, considering
5 this is a bench trial only. I'm confident the law
6 requires me to only apply relevant efforts to my findings
7 and disregard irrelevant efforts. Even if I've heard it
8 and considered it, I think that is the way the law
9 requires a bench trial to be conducted. So I've got to
10 hear it to determine the admissibility, thus relevance and
11 then thus later on as the fact finder, give it the weight
12 appropriate or disregard it entirely if it's not relevant.

13 MS. MEDLIN: Yes, Your Honor. I understand.

14 THE COURT: Okay. So they are going to be admitted
15 subject to y'all's objection which can be made later on.
16 Go back and review y'all's respective positions and what
17 the documents show.

18 (Whereupon, Defendant's Exhibit 12 was admitted into
19 evidence.)

20 A Why is Linda Campbell on this thing?

21 Q Okay. Let me ask you this. Those documents show
22 that over a roughly five-year period there were nine deeds
23 to the land that was in your name, five Contracts of Sale
24 for land that was in your name, one revocation of a
25 Contract of Sale that was in your name, and one Power of

1 Attorney from you. So you're claiming that during those
2 five years you had no clue that someone was signing your
3 name?

4 A I don't know anything about all this.

5 Q Okay. Did you ever contact the buyers of any of this
6 property to try to undo--

7 A -- I don't know nothing about no buyers or nothing
8 else.

9 Q Okay.

10 A I didn't buy it. I didn't sell it.

11 Q So nine parcels of your land got gone out of your
12 name and you didn't know anything about that?

13 A I did not.

14 Q Okay.

15 A And Linda Campbell didn't buy it. She had a trailer
16 on my place.

17 Q Well, I'll let you look if you want to, but I'll
18 represent to you that none of these documents involve the
19 Duttons. So the Duttons weren't doing those documents.
20 Who do you think did?

21 A What now?

22 Q Okay. Of these documents with all that was happening
23 with your land, they don't involve the Duttons. So the
24 Duttons weren't doing that. Who do you think was doing
25 that?

- 1 A Duttons is the only thing I know.
- 2 Q Well, if the Duttons didn't benefit from any of
3 these, why would they do that?
- 4 A I don't know.
- 5 Q Because you think Frank would have been the one who
6 did that?
- 7 A I'm not going to say. He's passed and he's gone.
- 8 Q Okay.
- 9 A And I don't know.
- 10 Q At no time were you objecting to anybody messing with
11 your property?
- 12 A Nobody messing with it?
- 13 Q Yes, ma'am. In these documents, the deeds and the
14 Contracts of Sale.
- 15 A I didn't have none to sell.
- 16 Q Okay.
- 17 A I know of. I don't understand how this got in here.
18 It's got Linda's name and my name and all kind of mess on
19 here. Somebody's been messing with them. And it's not me
20 either.
- 21 Q Okay. I'll show you that deed. And this says it's a
22 deed from you to Lisa Dutton from July of 2011. Do you
23 know anything about that deed?
- 24 A No, and that's not my handwrite.
- 25 Q Okay. And this deed for property on, on River Fork

1 Road--
2 A -- let me see does that look right.
3 Q --do you remember having property on River Fork Road?
4 A Not as I know of.
5 Q Okay. Is that your signature?
6 A No, I didn't write that.
7 Q Okay. You're telling me that's a forged signature?
8 A I don't think I could write like that.
9 Q Okay.
10 A I don't believe there's no way I could write this.
11 Q So since this was from close to two years before you
12 filed this lawsuit, why didn't you include this piece of
13 property in your lawsuit?
14 A What now, what are you talking?
15 Q You're telling me that this deed--
16 A Well, what piece of land is it?
17 Q River Fork Road. You remember having land on River
18 Fork Road?
19 A I still got some land down there, it's paid for and
20 it's mine.
21 Q Okay. So if somebody forged your name on a deed two
22 years before you filed the lawsuit and the person who
23 benefited from that deed was Lisa Dutton, why didn't you
24 sue her, add that to your lawsuit if it's not a real deed?
25 A Well, I don't know nothing about it. I didn't have

1 nothing to do with it. Somebody else done what, what was
2 done.

3 MR. FERGSON: I'd like to introduce this.

4 (Whereupon, Defendant's Exhibit 13 was admitted into
5 evidence.)

6 A I have not been selling no land, and they know it.

7 THE COURT: It's submitted subject to objection?

8 MS. MEDLIN: Yes, Your Honor.

9 Q All right. I have another deed to show you. I want
10 you to look on the second page.

11 A The second page.

12 Q Down at the bottom. It looks like the same person
13 signed both signatures. Do you know anything about that?

14 A By Linda Campbell and Kathleen Lollis?

15 Q Yes, ma'am.

16 A No.

17 Q You don't know anything about that?

18 A No. This is a, where it's been sold.

19 Q That, that's a deed. Yes, ma'am.

20 A No.

21 Q Okay.

22 A I do not.

23 Q And who was getting the land in that deed? Do you
24 know a J.T. Phillips, III?

25 A No, I don't.

1 Q Okay. So this Greenwood County deed is a forgery,
2 too?

3 A I don't know nothing about it.

4 Q Well, that's not your signature on the deed, is it?

5 A Let me look at that thing again. What did you say
6 his name was?

7 Q Phillips was the man's name who got the land.

8 A No, I ain't never sold nobody no land like that.

9 Q Okay. And that's not your signature?

10 A No, I wouldn't say it was.

11 Q Is it Linda Campbell's signature?

12 A Not as I know of.

13 Q Was that a no?

14 A I wouldn't think, because Linda hadn't signed no
15 land, deeds for no land that I know of.

16 Q All right. But, well you recognize her signature,
17 don't you?

18 A I don't know whose signature that is.

19 Q Okay.

20 MS. MEDLIN: Objection, Your Honor. He's asked and
21 she's answered the question.

22 MR. FERGUSON: Well, I'm asking about Linda
23 Campbell's, the second signature.

24 A He's just worrying me to death.

25 MS. MEDLIN: She's also answered that question.

1 MR. FERGUSON: Well, I'm not sure that she did.

2 THE COURT: All right. I thought she said that she
3 didn't know whether or not that was her signature.

4 MR. FERGUSON: Okay.

5 Q Do you recognize, do you know what Linda Campbell's
6 signature looks like?

7 A I don't think that's Linda Campbell's signature, no.

8 Q You think it's not?

9 A No.

10 Q Okay.

11 A Sign a deed for?

12 THE COURT: The same continuing objection?

13 MS. MEDLIN: Yes, Your Honor. Thank you.

14 THE COURT: It's been renewed each time.

15 MS. MEDLIN: Yes.

16 (Whereupon, Defendant's Exhibit 14 was admitted into
17 evidence.)

18 Q When Frank got, bought trailers for your
19 granddaughters, didn't he use the money that Lisa and
20 Dennis Dutton gave him when they paid off the land?

21 A Lisa and Dennis Dutton paid for actual money?

22 Q Yes, ma'am.

23 A I have never seen a dime. They said all kind of
24 things. They say I paid them, they paid me, but they
25 never did pay nothing.

1 Q Do you remember Frank getting trailers for your
2 granddaughters?

3 A Do what now?

4 Q Do you remember Frank buying trailers for your
5 granddaughters?

6 A He helped them get them.

7 Q And do you know where he got the money for that?

8 A He worked and made it, what he had.

9 Q And isn't it a fact that he got the money from Lisa
10 and Dennis Dutton?

11 A From the Duttons?

12 Q Yes, ma'am.

13 A No, I can stand up anywhere and tell that. The
14 Duttons ain't got nothing like that. Well, after he got
15 somebody else. I been knowing them long enough to know
16 what they do. You are getting me all riled up.

17 Q You don't live on Cemetary Road, do you?

18 A No, I don't.

19 Q Okay. You paid the taxes on the Dutton's trailers
20 for 2014, didn't you?

21 A For 2014. Yeah, I had to to keep it.

22 Q You did pay that? Okay. And in order to get the tax
23 receipt, you had to get it out of the Dutton's mailbox,
24 didn't you?

25 A No, I didn't.

1 Q Well, how did you get the tax receipt?

2 A The one that paid it.

3 Q The tax bill. I should have said tax bill.

4 A It come to us. We the one that paid it.

5 Q Pardon?

6 A It had to come to us, the one that paid it. I had to
7 get it when they went and paid it.

8 Q Well, here's the, from the tax people it says they're
9 sending things to 1032 Cemetary Road, so why would it come
10 to you?

11 A I didn't get it, it's got Kathleen Lollis and
12 Duttons, Cemetary Road there.

13 Q Right, but it's going to the Duttons' address, isn't
14 it?

15 A Somebody got it signed down there. I don't know who
16 that is.

17 Q Okay. This is your check where you paid that, right,
18 the taxes?

19 THE COURT: So this is a tax bill come due after the
20 lawsuit was pending?

21 MS. MEDLIN: I'm sorry, Your Honor?

22 THE COURT: So this is a tax bill that came due for
23 the property taxes after this lawsuit was pending?

24 MR. FERGUSON: Yes, sir.

25 MS. MEDLIN: Yes, 2013.

1 MR. FERGUSON: It's a 2013 case and a 2014 tax bill.

2 THE COURT: That's fair enough.

3 A Well, it didn't come to Linda Lollis' mailbox, did
4 it.

5 Q Okay. This was signed by you and it's made out to
6 Cynthia Burke, County Treasurer. Is that right?

7 A Let me look at it again.

8 Q Your lawyer provided that to me pursuant to a
9 subpoena.

10 A What now?

11 Q Your lawyer provided that to me pursuant to a
12 subpoena and she says that it's the check that you used to
13 pay for the land, pay for the property taxes.

14 MR. FERGUSON: And I'd like to introduce the tax
15 receipt.

16 (Whereupon, Defendant's Exhibit 15 was admitted into
17 evidence.)

18 Q Isn't it a fact that your granddaughter, Katie
19 Barton, and her husband, Timmy, stole the tax notices out
20 of the Duttons' mailbox?

21 A Why are you trying to say that now, tell me what?

22 Q Ma'am?

23 A Tell me that again.

24 Q Okay. Isn't it a fact that your granddaughter, Katie
25 Barton, and her husband, Timmy, stole the tax notices out

1 of the Duttons' mailboxes?

2 A No. No.

3 Q Then how did you get the tax notices?

4 A I don't know how. They don't steal.

5 Q You don't know how you got the tax notices?

6 MR. FERGUSON: That's all the questions I have.

7 THE COURT: It is and it's admitted subject to
8 objection.

9 MS. MEDLIN: Your Honor, I do have a brief redirect,
10 so I'm not sure, would you like for me to go ahead and
11 start that?

12 THE COURT: We'll see if you can get it done, yeah.

13 MS. MEDLIN: Okay. Thank you. Your Honor, if I may
14 approach?

15 THE COURT: Sure.

16 REDIRECT EXAMINATION

17 By Ms. Medlin:

18 Q Ms. Lollis, this document is marked as Defendant's
19 Exhibit 2 and this is a document about a Chevy truck that
20 Mr. Ferguson presented to you. Do you remember him asking
21 you about a Chevy truck?

22 A I heard him say something about it.

23 Q This tax document states that this vehicle is in the
24 name of Kathleen Marie Lollis. Is your name Kathleen
25 Marie Lollis?

1 A No. My name is Kathleen -- Virginia Kathleen.

2 Q Okay. So have you ever gone by the name Kathleen
3 Marie Lollis?

4 A No, ma'am.

5 Q Okay. So this is not your vehicle then?

6 A No.

7 Q Okay.

8 A I didn't know what.

9 Q And, Ms. Lollis, as far as Frank Lollis, you admit,
10 of course, that he's your son, is that right?

11 A Yes, he's my son.

12 Q Okay. So you've never denied that in any proceeding?

13 A No way.

14 Q Okay.

15 MR. FERGUSON: I think the Court should take judicial
16 notice that they did, in fact, deny that in their reply in
17 two separate places.

18 THE COURT: The pleadings speak for themselves.

19 MS. MEDLIN: And, Your Honor, of course, we
20 understand that and we would just object to that position.

21 Q Ms. Lollis, as far as the Cemetary Road property,
22 okay, you testified that you bought that in 1999, is that
23 right?

24 A That's right.

25 Q Okay. And did you use your own money?

1 A Every, mine--

2 Q I'm sorry. Ms. Lollis, if you'll try to speak up a
3 little bit.

4 A Yes, ma'am.

5 Q Okay. All right. And how did you get that money,
6 did you say that you borrowed it?

7 A I had a banking account and I had savings, a little
8 savings account. I tried to put some of my money and what
9 I had on checking and kept a little savings account.

10 Q Okay. So Frank Lollis, did he pay for the Cemetary
11 Road property?

12 A Not that I know of.

13 Q Okay. So you paid for that property?

14 A My property and my, where I done that.

15 Q Okay. And you've also seen today a plat of the
16 property that Mr. Ferguson showed you that was dated from
17 November of 2011, right?

18 A Yeah.

19 Q Okay. Did you know that Frank had the property
20 surveyed? Did you know that he had it surveyed? Are you
21 aware of that plat?

22 A What was that?

23 Q The plat of the property, the survey? Did you
24 authorize Frank to go and survey the property?

25 A I didn't know he done it. I didn't know it.

1 Q Okay. So you did not know that he had that survey
2 done?

3 A Where was it at on what road?

4 Q For the Cemetary Road property?

5 A No, I didn't.

6 Q Okay.

7 A No.

8 Q And, Ms. Lollis, you also testified to your knowledge
9 that you had, you saw the Duttons one time to make a
10 payment, is that right?

11 A No, they never have paid a payment.

12 Q Okay.

13 A Not to me.

14 Q So they didn't pay anything to you, is that right?

15 A No.

16 Q But you do remember them coming at least one time to
17 make a payment to Frank, is that right?

18 A One time.

19 Q Okay.

20 A He showed me just one payment.

21 Q Okay.

22 A And did it before he passed away.

23 Q Okay.

24 A A little while.

25 Q And at that time did you know why they were making a

1 payment?

2 A Thought they were going to get to keep it and
3 everything. And to have Frank, and just two months before
4 he died.

5 Q Okay. But when they came to make that payment, did
6 they say, we're paying on Cemetary Road or did you know--

7 A No, he just had his hat pulled down on the side of
8 his face like this, I couldn't hardly even remember who he
9 was.

10 Q Sorry to interrupt you. Who are you referring to?

11 A Mr. Dutton.

12 Q Mr. Dutton, Dennis Dutton? Okay.

13 A He's the one who come in my house.

14 Q Okay. So when he came in, describe what he had on?

15 A He had on jeans and an old black hat pulled down. He
16 didn't want me to see his face.

17 Q Okay. And so he didn't make a payment to you?

18 A No.

19 Q Okay. But did you know he was paying on Cemetary
20 Road?

21 A No.

22 Q Okay. And do you know the amount of that payment?

23 A I heard them say that, where it's \$700.00 and
24 something dollars and got one payment.

25 Q So one payment of about \$700.00? Okay.

1 A Somewhere like that. When he come in, I didn't know
2 what he was coming in there for.
3 Q Okay.
4 A Because he wasn't supposed to come in my house.
5 Q Okay. So you had previously told them not to come in
6 your house?
7 A I did.
8 Q Okay.
9 A I had to get them out three times or off my land.
10 Q Did the Duttons ever do work for you personally?
11 A Do what? No, ma'am.
12 Q Okay. So you didn't have any sort of relationship
13 with the Duttons?
14 A No, I didn't.
15 Q And, Ms. Lollis, if you'll remember when this case
16 first started out and you were trying to evict the Duttons
17 from the property, do you remember that? Do you remember
18 that?
19 A Yeah.
20 Q Okay. Have you ever claimed that the Duttons were
21 renting from you?
22 A No, they wasn't renting from me.
23 Q Okay. So you never made a statement that they were
24 renters?
25 A No.

1 Q Okay. And who was the last person that you knew was
2 living on the Cemetary Road property? Who did you think
3 was living on the property when you found out that the
4 Duttons were living there?

5 A After Linda passed away. I don't remember.

6 Q Okay.

7 A Linda went to her people for a while, and I didn't
8 know. I don't get out and go like other people do. I
9 just stay at home and go to bed.

10 Q Okay. So the last person you knew to be there was
11 Linda Parnell, is that right?

12 A Until he come in there, pay that there payment.

13 Q Okay. All right. Now, are you aware of any other
14 contracts or deeds between you and the defendants?

15 A No. No, there have been no contracts or deeds
16 between us at all.

17 Q Okay. So you've never entered into any contracts--

18 A No, ma'am.

19 Q --or deeds with the defendants, the Duttons?

20 A No, ma'am.

21 Q Okay. And so any potential documents that have been
22 presented here today by their attorney, you don't have any
23 knowledge of, is that right?

24 A No, I don't.

25 Q Okay.

1 A No, ma'am.

2 Q And, Ms. Lollis, are you aware of, let me back up.
3 Do you have knowledge of Frank putting property in your
4 name? Did you know if somebody was putting property in
5 your name?

6 A I did not know, no.

7 Q Okay. And so did you have any reason to check
8 property records?

9 A No, I trusted him and I didn't.

10 Q Okay. So you knew what you had, is that right?

11 A Yeah, that's right.

12 Q Okay.

13 A I raised four children and I raised them right the
14 best I knowed how. We went to church and everything.

15 Q So you're not aware of any contracts or properties
16 that Frank or anybody might have put in your name, is that
17 right?

18 A Right. No.

19 Q Okay. All right. And, Ms. Lollis, well, I was going
20 to ask you about the tax bill, but I understand that the
21 Court has already ruled on that issue. So, Ms. Lollis,
22 again have you entered into any sort of agreement to sell
23 any property at anytime to Lisa, Dennis or Kelsey Dutton?

24 A No, ma'am. No way.

25 Q Okay. All right.

1 MS. MEDLIN: No further questions, Your Honor.

2 THE COURT: Any cross?

3 MR. FERGUSON: Yes, sir.

4 RE CROSS-EXAMINATION

5 Q Surveys aren't cheap, so why do you suppose that
6 Frank had that 2011 survey done?

7 A I don't know anything about it.

8 Q Okay.

9 A I still don't know. I don't know where it's at or
10 anything. I don't know. I'm not lying.

11 Q Frank was the one who handled the real estate stuff
12 in the family, wasn't he?

13 A Handled what?

14 Q Wasn't Frank the one who handled the real estate
15 stuff in the family?

16 A Had real estate stuff?

17 Q Ma'am?

18 A Had real estate, what?

19 Q Wasn't Frank the one who handled the real estate
20 stuff in the family?

21 A No, I don't know anything about that, the real estate
22 stuff.

23 Q Well, who did handle buying and selling real estate
24 and transferring trailers and such as that?

25 A Well, I didn't do nothing about it, with it. Don't

1 know what is going on. Frank lived his life. I lived
2 mine. I raised him to go to church and do right.

3 Q But Frank was managing the real estate transactions,
4 wasn't he?

5 A I don't know anything about it.

6 Q Okay.

7 A Y'all are giving me some news today. I don't know
8 what you talking about.

9 Q Since you say you weren't monitoring the land
10 records, if Frank had been buying and selling land in your
11 name, would you know about it?

12 A I don't, I didn't.

13 Q Okay. You said before that Linda Parnell was in the
14 trailer where Lisa is now. Was she paying rent to stay in
15 that trailer?

16 A No, not really. She was good to us and helped us.
17 She helped us with some bookwork, stuff like that.

18 Q Okay. And you didn't know when she left?

19 A I heard that, I don't know if it's true. She went to
20 her parents. She got sick. She come back home and so the
21 second time she left, said when she come back, had the
22 door locked. She couldn't get in.

23 Q All right.

24 A That's what I heard.

25 MR. FERGUSON: That's all the questions.

1 MS. MEDLIN: No further.

2 THE COURT: She can step down. We will break for the
3 day and start tomorrow at 9:00 a.m.

4 March 17, 2015.

5 THE COURT: Are we ready?

6 MS. MEDLIN: Yes, Your Honor. We will call Linda
7 Campbell to the stand.

8 LINDA CAMPBELL, being
9 first duly sworn, testified as follows:

10 DIRECT EXAMINATION

11 By Ms. Medlin:

12 Q Okay. Ms. Campbell, would you please state your full
13 name for the Court's record?

14 A Linda Lollis Campbell.

15 Q And where do you reside currently?

16 A 145 Mayberry Lane, Ware Shoals.

17 Q Okay. And, Ms. Campbell, how old are you?

18 A I'm 56.

19 Q Okay. And do you work presently?

20 A I do not.

21 Q Okay. Have you worked in the past?

22 A Yes, I have.

23 Q Okay. And what has your occupation been prior?

24 A For the last five years I had the convenience store
25 there with my brother. And then I have worked as an

1 auditor and inspector at Tarrington. And then I was in
2 childcare for a while and worked with the schools.

3 Q Okay. And so you're currently a homemaker, is that
4 right?

5 A I am.

6 Q Okay. And can you tell me, please, how you're
7 related to Ms. Kathleen Lollis?

8 A She's my mother.

9 Q Okay. And Mr. Frank Lollis is your brother, is that
10 right?

11 A Yes.

12 Q And can you tell me, Ms. Campbell, what your interest
13 is in this particular case? How are you related to the,
14 the issues in the case?

15 A The mobile home is an issue in this case.

16 Q Which mobile home is that?

17 A It's the Giles.

18 Q Okay. And are you listed as the title owner of that
19 mobile home?

20 A The lien.

21 Q The lienholder?

22 A The lienholder, yes.

23 Q Okay. And as far as that mobile home, is the Giles
24 mobile home the one that is placed on one of the tracts at
25 issue in this case?

1 A Yes, it is.

2 Q Okay. And do you know who currently resides in the
3 Giles mobile home?

4 A Yes, I do.

5 Q Okay.

6 A Lisa Dutton.

7 Q Okay.

8 (Whereupon, Plaintiff's Exhibit 9 marked for
9 identification.)

10 Q Okay. Ms. Campbell, I'm going to show you a document
11 that has been designated as Plaintiff's Exhibit number 9
12 for identification. Can you tell me, please, if you
13 recognize this document?

14 A I do.

15 Q And can you tell me what that document is?

16 A It's the title to the mobile home, the Giles 2005
17 mobile home.

18 Q Okay. And as far as the title to that, whose name is
19 on the actual title?

20 A Lisa Dutton.

21 Q And as far as a lienholder, your name is listed as
22 the lienholder, is that correct?

23 A Yes, it is.

24 Q Okay. And is this an accurate representation of the
25 original title, this copy, is this the same thing as the

1 original?

2 A Yes, it is.

3 Q Okay. And are you in possession of the original
4 title? Do you have the original title?

5 A Yes.

6 Q Okay.

7 MS. MEDLIN: Your Honor, at this time, we would move
8 to submit this as Plaintiff's Exhibit number 9.

9 MR. FERGUSON: No objection.

10 THE COURT: Number 9 is admitted without objection.

11 (Whereupon, Plaintiff's Exhibit number 9 admitted
12 into evidence.)

13 Q Okay. And so, Ms. Campbell, this particular mobile
14 home is located on Ms. Kathleen Lollis' property, is that
15 right?

16 A Yes, it is.

17 Q Okay. And are you familiar with the second mobile
18 home located on the property that was described yesterday?

19 A Yes.

20 Q Okay. And do you have any knowledge or information
21 about that particular mobile home; is it titled in your
22 name, to your knowledge?

23 A No, it isn't.

24 Q Okay. Are you listed as a lienholder on that
25 particular mobile home?

1 A No.

2 Q Okay. And based on your knowledge, who resides in
3 that particular mobile home?

4 A Dennis Dutton.

5 Q Okay. And that's information that you've gained
6 throughout this case?

7 A Yes, it is.

8 Q Ms. Campbell, when did you learn of the title for the
9 Giles mobile home itself; when did you find out about that
10 title?

11 A The day after I buried my brother.

12 Q Okay. And how did you come to find that out?

13 A She came to the store.

14 Q Okay. Can you tell me who she is?

15 A Lisa Dutton.

16 Q Okay. So Lisa Dutton came to the store?

17 A She did.

18 Q Okay. And can you tell us, please, what date did
19 Frank pass away?

20 A He passed away April 29th.

21 Q Of what year?

22 A 2013.

23 Q Okay. And so the next day Lisa Dutton, the defendant
24 in this case, comes to the store.

25 A Yes, after he was buried. He died on the 29th and it

1 was around a couple of days later before he was buried,
2 but she showed up the day after he was buried.

3 Q Okay. And she approached you?

4 A Well, she approached my daughter. She was at the
5 store going through some things and she called me and told
6 me Lisa Dutton was at the store.

7 Q Okay. And what did Lisa relay to you at that point?

8 A She told me that she owed me for the Giles mobile
9 home, that I was the lienholder and she needed to pay for
10 that property. She owed money.

11 Q Okay. And at that point did you have any knowledge
12 of what she was talking about?

13 A I did not.

14 Q Okay. And so what was your response?

15 A I told her I, you know, I just buried my brother. And
16 I said I've been through a lot. And I said I need some
17 time and I asked her would she give me that time. And she
18 said she would. And that's, I was in shock. I still had
19 people in my house when she came and approached me with
20 this and it's not very clear of what all went down but
21 that's as much as I can remember.

22 Q And so what happened after that, were you contacted
23 by the Duttons after that time?

24 A No, another attorney contacted me.

25 Q Okay. What attorney was that?

- 1 A I believe it was Attorney Thompson.
- 2 Q Okay. Mr. Thomas Thompson here in Laurens?
- 3 A Yes. Yes.
- 4 Q Okay. So he contacted you?
- 5 A I received a letter saying that she didn't owe me
- 6 anything; that I owed her. She had paid it off and I owed
- 7 her money.
- 8 Q Okay. And so what was Mr. Thompson, on behalf of the
- 9 Duttons, what was he asking you and your mother to do?
- 10 A To turn over all titles and release the property to
- 11 the Duttons.
- 12 Q And so did you all do that?
- 13 A No.
- 14 Q And why is that?
- 15 A Because they have not paid this money.
- 16 Q And to your knowledge, did Ms. Lollis know anything
- 17 about it when she received the letter as well?
- 18 A No, she did not.
- 19 Q Ms. Campbell, have you received any rent from Lisa,
- 20 Dennis or Kelsey Dutton?
- 21 A No, I have not.
- 22 Q And have you received any form of payment that could
- 23 be considered a mortgage payment or something of that
- 24 nature from any of the defendants?
- 25 A No, I have not.

1 Q So you have not received any payments for the
2 mortgage the debt on the mobile home where you're listed
3 as a lienholder; is that correct?

4 A No. No.

5 Q Now, as far as that lien, did you have any knowledge
6 of how that came about?

7 A I do not.

8 Q Okay. So what is your position for the Court today
9 as relates to that mobile home? What is it that you would
10 like for the Court to know about the mobile home itself?

11 A That there is a purpose, I guess, for a reason that
12 it's in my name. I wasn't aware that it was, and I can't
13 receive money for something that, you know, that I wasn't
14 -- you know, that -- it's in my name, but I haven't
15 received any money for.

16 Q So are you able to or have you been able to transfer
17 the property to Lisa Dutton?

18 A No.

19 Q And why is that? Why can't you transfer the title?
20 Why haven't you been able to?

21 A There wasn't any money paid to me.

22 Q And, Ms. Campbell, did you have any knowledge of the
23 alleged contract for the sale of the land that is in Ms.
24 Kathleen Lollis' name? Did you know about those
25 contracts?

1 A No, I did not.

2 Q Okay. And as far as the property itself based, on
3 your knowledge, what was the Cemetary Road property used
4 for prior to the defendants residing there?

5 A It was just property for the family that the family
6 had there that my mother, it was my mother's property.

7 Q And had y'all rented it prior?

8 A Well, Linda Parnell lived there and she was the last
9 one that I knew was there.

10 Q Okay. And so until Lisa Dutton approached you the
11 day after Frank died, you did not know that they were
12 claiming to have purchased this property, is that right?

13 A No, I did not.

14 Q And, Ms. Campbell, have you witnessed any times when
15 any of the defendants have paid money to Ms. Kathleen
16 Lollis for this property?

17 A No.

18 Q And do you have, what type of relationship do you
19 have with your mother?

20 A Very close relationship. I take care of her.

21 Q And do you see her often?

22 A Every day.

23 Q Okay. Did you see her often prior to this case being
24 filed?

25 A Yes, I did.

1 Q And so do you believe if any payments have been made
2 to her that you would know about that?

3 MR. FERGUSON: Objection, Your Honor. There is no
4 foundation for her belief of whether payment has been made
5 to another person.

6 MS. MEDLIN: Well, Your Honor, and the question would
7 go to the arguments made by Counsel yesterday to this
8 Court that the whole family was aware of the situation
9 with Frank Lollis and the Duttons.

10 THE COURT: Rephrase and ask it again.

11 MS. MEDLIN: Okay.

12 Q Ms. Campbell, based on your personal knowledge, did
13 you ever see any of the Duttons give money to Ms. Kathleen
14 Lollis?

15 A No, I did not.

16 Q And, of course, throughout this case already, it's
17 been stated that Frank Lollis is now deceased, correct?

18 A Yes, he is.

19 Q Okay. And based on your knowledge, are you aware of
20 any Power of Attorney that Frank Lollis had for Kathleen
21 Lollis?

22 A No.

23 Q Okay. And so based on your knowledge, are you aware
24 of Frank Lollis having any authority to sign Ms. Lollis'
25 name on documents?

1 A No.

2 Q Ms. Campbell, are you familiar with Mr. Frank Lollis'
3 signature?

4 A Yes.

5 Q Okay. And how long did you know your brother? How
6 old was he when he passed away?

7 A He was 65, I think.

8 Q Okay. And so have you known him your whole life?

9 A I have.

10 Q And so during your lifetime, did you ever see Frank
11 sign documents?

12 A Yes.

13 MS. MEDLIN: May I see the exhibits from yesterday?

14 Q Okay. Ms. Campbell, I'm going to present to you a
15 document that has been submitted as Defendant's Exhibit 1.
16 Can you tell me, please, if you recognize that?

17 A I do.

18 Q Okay. And what is that?

19 A That's Frank Lollis' driver's license.

20 Q Okay. Is that an accurate copy of it?

21 A Yes, it is.

22 Q Okay. And do you see his signature there on that
23 document?

24 A I do.

25 Q Okay. And based on your knowledge of Frank Lollis'

1 signature, would you say that that is a real signature or
2 genuine signature of your brother, Frank Lollis?
3 A Yes, it is.
4 Q Okay. Ms. Campbell, you provided documents for our
5 expert witness to review; is that correct?
6 A Yes, I did.
7 Q Okay. And you provided some documents related to
8 Frank Lollis' signature, is that right?
9 A Yes. Yes.
10 Q Okay. And can you tell me, please, if you recognize
11 this document?
12 A I do.
13 Q Okay. Can you tell me what that is?
14 A It's a check signed by Frank Lollis.
15 Q Okay. And would you say that that is a true and
16 accurate representation of the original check that you
17 presented to the handwriting expert?
18 A Yes, it is.
19 Q Okay. So do you believe that's Frank Lollis'
20 signature?
21 A Yes, I do.
22 Q Okay.
23 MS. MEDLIN: We can have this marked as Plaintiffs'
24 Exhibit 10.
25

1 (Whereupon, Plaintiff's Exhibit 10 was admitted into
2 evidence.)

3 MS. MEDLIN: And, Your Honor, we would move at this
4 time to submit this document as Plaintiffs' Exhibit 10.
5 Oh, sorry.

6 MR. FERGUSON: Could we have some elucidation from
7 the witness of about why this alleged signature for Frank
8 Lollis is on a blank check?

9 THE COURT: Yeah, I mean, the driver's license I
10 understood. I didn't realize the relevance, of course.

11 MS. MEDLIN: Well, your Honor, basically this is a
12 document that has a specimen signature that is known to
13 the family of Mr. Frank Lollis since he's deceased. And
14 so, basically, these are documents that have been
15 presented to the expert with him being able to determine
16 specimen and question documents. So again this is a known
17 document presented to the expert which Ms. Campbell
18 provided since Mr. Lollis is not here.

19 THE COURT: Well, Mr. Ferguson's question is, isn't
20 it odd there's a blank check? I mean, I could see a
21 canceled check, one that was already negotiated and went
22 through the stream of commerce. A blank check, doesn't
23 that seem odd?

24 MS. MEDLIN: Well, I'd be happy to question the
25 witness about that.

1 MR. FERGUSON: Actually, I think that I'd like to
2 hear some more before I say anything about the
3 admissibility of the check.

4 THE COURT: Certainly, if you have a check that's
5 blank, you should have some checks that were processed.

6 MS. MEDLIN: I understand that.

7 THE COURT: Go ahead.

8 MS. MEDLIN: I'll question the witness on it.

9 THE COURT: All right.

10 Q Ms. Campbell, can you tell me, please, this
11 particular check in question, is that related to one of
12 Frank Lollis' accounts?

13 A It is.

14 Q Okay. And which account is that?

15 A It was his mobile home service when he was in
16 business.

17 Q Okay. And so where did you locate this particular
18 check?

19 A It was in one of his things there. I don't exactly
20 remember the location, but I do recognize his handwriting.

21 Q Okay. And so whenever Frank Lollis passed away, did
22 he have certain documents and things left behind?

23 A Yes, he did.

24 Q Okay. And so when you were approached by the
25 defendants alleging that they had paid Frank Lollis money

1 for this property, you were put to the position to hire an
2 expert to analyze the handwriting, is that right?

3 A I was.

4 Q Okay. And so at that time did the expert request of
5 you original signatures of Frank Lollis so that he could
6 examine them for authenticity?

7 A Yes, he did.

8 Q Okay. And so what steps did you take at that point
9 once you had that request?

10 A I went and found everything that I could recognize as
11 Frank Lollis' signature.

12 Q Okay.

13 A And I gave them to the expert and I was very honest
14 in doing that.

15 Q So this particular exhibit is, or this particular
16 document is merely a copy of what you knew to be Frank's
17 signature that you presented to the expert, is that right?

18 A Yes.

19 Q Okay.

20 MS. MEDLIN: Your Honor, again, at this time we would
21 move to submit this into evidence as Plaintiff's Exhibit
22 10.

23 MR. FERGUSON: Your Honor, she's gone all around it
24 and she really hasn't answered my question. This check
25 was written almost five months before Frank died. And it

1 just seems inherently suspicious to me that you got a,
2 this blank check that has been sitting there for five
3 months and then she finds it and gives it to the expert.
4 And that they really haven't given any kind of reasonable
5 explanation for why it's, if it is valid, it would be
6 sitting there for five months, a blank check.

7 MS. MEDLIN: Well, Your Honor, Frank Lollis is
8 deceased and this case has originated as a result of the
9 claims against him. And so they have put us in the
10 position to be forced to go through Mr. Lollis' things,
11 any papers, anything that they could find so that the
12 handwriting expert could do his job. We are, of course,
13 not using this exhibit to prove anything as far as the
14 particular facts of this case. It is merely that Ms.
15 Campbell located this, that she recognizes her brother's
16 signature and we are presenting it as evidence to that
17 fact, that she was the person who located this particular
18 check. As far as why Frank Lollis might have had a blank
19 check sitting somewhere, obviously, that's a question that
20 I don't know that anyone could answer because he's now
21 deceased.

22 THE COURT: It's just odd to have a blank check
23 laying around, a signed blank check.

24 MS. MEDLIN: Well, Your Honor, I think and,
25 obviously, again Mr. Lollis is not here. But he, of

1 course, did have a mobile home business. So, you know,
2 this could have been a situation to where he had a check
3 that he was going to write for, you know, work being done.

4 THE COURT: I know, could be anything.

5 MS. MEDLIN: Right.

6 THE COURT: Do you have something else?

7 MS. MEDLIN: Other documents?

8 THE COURT: Yeah. I mean, that one just concerns me.
9 I mean, you know, obviously, that's not just two
10 signatures. You got his driver's license and a blank
11 check. Do you have a third one?

12 MS. MEDLIN: Well, Your Honor, we do have Mr. Lollis'
13 last will and testament. And, again, as far as that
14 particular document, the next witness I believe will be
15 able to confirm that because he was the attorney who
16 actually prepared it. But again, Ms. Campbell is
17 familiar.

18 THE COURT: I just find it, let me tell you what, I
19 find it odd. I understand what you're saying, it's not
20 offered to prove anything other than was his signature. I
21 can follow that. It just seems that is painfully odd that
22 she could locate a driver's license and one blank check,
23 and then his will.

24 MS. MEDLIN: Well, Your Honor, the expert requested,
25 if possible, the best originals that could be located.

1 So, obviously, it's very difficult to come up with
2 original documents that have been signed even as far as a
3 copy of a canceled check.

4 THE COURT: Why would that be hard?

5 MS. MEDLIN: Well, I mean, as far as the copied
6 checks, obviously, in most situations the banks are going
7 to keep, you know, the scanned copies. But the expert
8 specifically requested as many originals as could be
9 found. And that's just very, you know, that's one of
10 those things that whenever he's already passed, Ms.
11 Campbell had to go through his items and try to figure
12 out, you know, find what she could.

13 THE COURT: And she doesn't know where she found them
14 is what she said.

15 MS. MEDLIN: Well, I mean, we can have her testify as
16 to that further.

17 THE COURT: I mean, I don't want to beat a, this
18 blank check is concerning. I don't want to spend the
19 whole time on it. I'm thinking about admitting it and it
20 goes away. It's just an example of his signature, but
21 it's just odd for someone to be in business and in the
22 loan business and have a signed check in his checkbook
23 laying around. That's just not good business practices
24 and anybody that runs a business or their own household
25 matters, nobody does that.

1 MS. MEDLIN: And, again, Your Honor, I mean I
2 certainly can understand where the Court's coming from,
3 but Frank Lollis is not here so we simply don't have that
4 explanation.

5 THE COURT: And that's not my problem. The fact that
6 the Mr. Lollis is not here is not my problem.

7 MR. FERGUSON: Frank signed a lot of deeds. They
8 could have asked to borrow a deed from somebody to do
9 this. He signed a lot of trailer titles. He was in
10 business. He signed a lots of documents.

11 THE COURT: Well, I'm going to let it in if it goes
12 to weight so it's in. I don't want to spend a lot of
13 time. It's really odd that blank check laying around.

14 MR. FERGUSON: What number is that?

15 THE COURT: Be 11?

16 REPORTER: It's number 10.

17 MS. MEDLIN: Number 10.

18 REPORTER: So that is in evidence?

19 THE COURT: I'm going to allow it as an example of
20 the signature. Now, the original is in the possession of
21 the expert?

22 MS. MEDLIN: Yes, Your Honor. The original will be
23 presented with the expert.

24 (Whereupon, Plaintiff's Exhibit 10 was admitted into
25 evidence.)

1 Q Okay. Now, Ms. Lollis, after Frank passed away, who
2 went through his personal items, his papers, documents
3 things like that?

4 A I did.

5 Q Okay. And when you were going through the items that
6 you could locate, did you find any copies of the alleged
7 Contracts for Sale for the Cemetary Road property?

8 A I did not.

9 Q Did you find any alleged receipts that Frank might
10 have accepted money from the defendants for that property?

11 A I did not.

12 Q Okay. And so did you find anything in Frank's
13 belongings that would have led you to believe that he had
14 sort of dealings with the Duttons for the Cemetary Road
15 property?

16 A No, I did not.

17 Q Okay. Are you aware that the defendants have
18 presented copies of receipts in this case that they allege
19 that Frank Lollis signed for receipt of money, are you
20 aware of that?

21 A Yes.

22 Q And had you seen those receipts before this lawsuit?

23 A No.

24 Q Okay. How did you become familiar with those
25 receipts?

- 1 A Which receipts?
- 2 Q As far as the alleged receipts that the defendants
- 3 claim that Frank signed to accept money for this property?
- 4 A I'm not really sure of the, just--
- 5 Q Okay. Give me one moment.
- 6 A Okay.
- 7 (Whereupon, Plaintiff's Exhibit 11 marked for
- 8 identification.)
- 9 Q Okay. Ms. Campbell, I'm going to show you a set of
- 10 documents that is compiled with a staple. It's been
- 11 marked as Plaintiff's Exhibit 11 for identification. Can
- 12 you tell me, please, are you familiar with that document?
- 13 A Yes.
- 14 Q Okay. And what is that?
- 15 A That is a Contract for Sale for Lisa Dutton.
- 16 Q Okay. Can you tell me, please, on the very first
- 17 page what that document is?
- 18 A It's Kathleen Lollis, the plaintiff, and Lisa Dutton,
- 19 defendants.
- 20 Q Okay. And would you agree that it's a court document
- 21 titled Affidavit of Lisa Dutton?
- 22 A Yes.
- 23 Q Okay. And so you're familiar with that affidavit?
- 24 A Yes.
- 25 Q Is that an affidavit that Ms. Lisa Dutton presented

1 in this case?

2 A It is.

3 Q Okay. And if you will, if you will turn to I believe
4 it is the third page. Can you tell us, please, what that
5 document is?

6 A Amendment of Contract of Sale.

7 Q Okay. And is that related to the property that the
8 Duttons have claimed to have purchase?

9 A It is.

10 Q Okay. And if I may show you here, if you will take a
11 look at the exhibits to this affidavit. Can you tell me,
12 please, the documents related that are entitled Exhibit C;
13 what are these documents?

14 A They're receipts from Lisa Dutton.

15 Q Okay. And as far as those particular receipts, when
16 was the first time that you saw these receipts?

17 A When the case started.

18 Q Okay. And what do those receipts, according to the
19 defendants show, what are they alleging?

20 A It's where Lisa Dutton made out her receipt herself
21 for different amounts of money and it has some signatures
22 on there, Frank Lollis.

23 Q Okay. And so are those receipts what you have
24 received from the defendants as their proof that they paid
25 Frank Lollis money for this property?

1 A It is.

2 Q Okay. And do you recall the amount of money that the
3 defendants claim to have paid for this property,
4 approximately?

5 A Yes.

6 Q And how much is that?

7 A Approximately \$68,000.00 dollars.

8 Q Okay. And that's for just the property that Lisa
9 Dutton is on, is that right?

10 A Yes.

11 Q Okay. And does Mr. Dutton claim to have paid money
12 as well?

13 A He does.

14 Q Okay. And do you know approximately how much he
15 claims to have paid?

16 A Approximately 35,000.00.

17 Q Okay. And as far as the form of payments, based on
18 those receipts that the defendants have presented, what is
19 the majority form of payment that they claim to have used?
20 How do they claim to have paid the majority of the money?
21 What form of payment?

22 A I guess it would be cash.

23 Q Okay. And so those receipts are the only items that
24 you've received from the defendants in this case to
25 support the amounts that they claim to have paid, is that

1 right?

2 A Yes.

3 Q Okay. And you had not seen those receipts prior to
4 this case?

5 A No, I have not.

6 Q And as far as your knowledge of Frank Lollis and his
7 signature, when you received a copy of those receipts, did
8 you believe that that was Frank's signature?

9 A I did not.

10 Q And so what steps did you take at that point? Once
11 you realized that you did not believe that was Frank
12 Lollis' signature, what steps did you take in this case to
13 have that issue addressed?

14 A I hired an expert to prove that these were not Frank
15 Lollis' signatures.

16 Q Okay.

17 MS. MEDLIN: Your Honor, at this time, of course it's
18 a pleading, but we would move to submit this as
19 Plaintiff's Exhibit 11.

20 MR. FERGUSON: No objection.

21 THE COURT: Admitted without objection.

22 (Whereupon, Plaintiff's Exhibit 11 was admitted into
23 evidence.)

24 Q Ms. Campbell, throughout this case have you ever been
25 presented with the originals of those receipts?

- 1 A No, I have not.
- 2 Q Have you asked for the originals from the defendants?
- 3 A Yes.
- 4 Q And you have not received them?
- 5 A No.
- 6 Q Did you find any evidence in Frank's belongings,
7 after he passed, that would lead you to believe that he
8 was paid the sums of money the defendants claimed to have
9 paid for the Cemetary Road property?
- 10 A No.
- 11 Q Ms. Campbell, as far as the tax notices for 2014, I
12 believe you've admitted in prior discovery that you, of
13 course, paid for the mobile homes and your mother paid for
14 the property taxes, is that right?
- 15 A Yes, that's correct.
- 16 Q Okay. And how did you all receive those tax notices?
- 17 A They came in the mail, in the mailbox.
- 18 Q And did they come directly to you?
- 19 A They came to my mother's mailbox.
- 20 Q Okay. And so did anyone from your family go over to
21 Cemetary Road and get anything out of the mailbox?
- 22 A Absolutely not. No.
- 23 Q And as far as the tax notices in the past, is it very
24 common for the post office to put those notices in your
25 mailbox?

- 1 A. Yes.
- 2 Q Okay. And of course, they were addressed to you and
- 3 Ms. Lollis?
- 4 A Yes.
- 5 Q Okay. Ms. Campbell, I'm going to present to you a
- 6 set of documents. There are 4 trespass notices here that
- 7 have been marked as Plaintiff's Exhibit number 12. Do you
- 8 recognize these documents?
- 9 A I do.
- 10 Q Okay. And can you tell us, can you describe for us
- 11 what those documents are?
- 12 A They're trespass notices to stay off of the property
- 13 at issue from Lisa.
- 14 Q The property on Cemetary Road?
- 15 A Yes.
- 16 Q Okay. And who are those notices addressed to?
- 17 A Linda Campbell, Kathleen Lollis, Katie Barton, Timmy
- 18 Barton.
- 19 Q Okay. And can you tell us who Katie Barton and Timmy
- 20 Barton are?
- 21 A My daughter and my son-in-law.
- 22 Q And what is the date of those trespass notices?
- 23 A It has on 8/12/14.
- 24 Q And how did you learn about these trespass notices?
- 25 A They, they came through mail.

1 Q And so you received them by mail?

2 A We did.

3 Q Did they come separately or did they come together?

4 A They came together.

5 Q So all the notices came together in the same

6 envelope, is that correct?

7 A Yes, as far as I can remember, they did.

8 Q And who is it that signed those trespass notices?

9 A Lisa Dutton.

10 Q And at the time that you received these trespass
11 notices, had there been any change to the title to the
12 property at issue?

13 A No; there has not.

14 Q And so was your mother still the legal owner of this
15 property?

16 A Yes.

17 Q And she still had the deed?

18 A Yes.

19 Q Okay. She does today?

20 A Yes.

21 Q And you were still the legal lienholder of the mobile
22 home that Lisa Dutton currently resides in?

23 A Yes, I was.

24 THE COURT: What's the relevance of these?

25 MS. MEDLIN: Your Honor, it goes to our causes of

1 action as far as the intentional acts of the defendants to
2 deprive the plaintiffs of the property even while this
3 case has been pending.

4 THE COURT: I mean you're leading her and asking all
5 those questions about no trespass notices but once
6 everybody is aware there's a dispute going on about
7 ownership, they got the possession and you don't, it's
8 just, it's months and I don't think this is necessary.

9 MS. MEDLIN: Okay. Yes, sir.

10 THE COURT: And this is killing time.

11 MS. MEDLIN: Okay. Okay. Thank you, Ms. Campbell.

12 THE COURT: I mean I understand once everybody is
13 aware of a dispute, you're on my property, you know, well,
14 I've already paid for it. From that point forward,
15 everybody is unhappy with the other side. I got that.

16 MS. MEDLIN: Right.

17 THE COURT: That is easy math. And if they didn't
18 have it and they wanted it and they thought it was theirs;
19 then sure, you got a claim for rent.

20 MS. MEDLIN: Right and again, it would just go to our
21 equitable cause of action as far as their intentional
22 actions. So we'll just leave this marked for
23 identification purposes.

24 THE COURT: That's fine.

25 (Whereupon, Plaintiff's Exhibit 12 admitted into

1 evidence.)

2 Q Ms. Campbell, can you tell us, please, have the
3 defendants paid anything to you for the mobile home since
4 this case has been pending?

5 A No, they have not.

6 Q Okay. And approximately how long has this case been
7 pending?

8 A Almost two years.

9 Q So you haven't received any money from the defendants
10 during that time?

11 A No.

12 Q And, Ms. Campbell, can you tell me, please, have you
13 experienced monetary damages related to the claims made by
14 the defendants?

15 A Yes, we have.

16 Q And what are those?

17 A Well, we had to hire an attorney, hire a handwriting
18 expert to prove, you know, in the case and it's just cost
19 a lot of money.

20 Q Okay. And as far as the defendant's actions in this
21 case, do you believe that their actions have been
22 intentional?

23 A Yes, I do.

24 Q And why do you dispute that the defendants have paid
25 the money that they allege in this case?

1 A There is no proof that they paid this. My mother did
2 not have this for sale for the Duttons. She ran them off
3 her property numerous times, told them to leave the
4 property. She didn't want to sell them anything. But
5 yet, they continue to come around. And my brother was
6 dying. He had cancer. His insides was held together. He
7 wasn't working. There was nothing for them to do on the
8 property, but she had to come around and we were dealing
9 with this. Yes, I made mistakes. I probably let my guard
10 down but I had my brother dying and my mother, 88 years
11 old today watching him die. It's just been, it's just
12 taken its toll what I've been through. Why didn't she do
13 this before he passed. She waited till he died and was
14 buried and showed up and said I owe you money; no, I don't
15 but gee, I forgot to tell you. That's asking a lot of a
16 person.

17 Q So why do you believe that the defendants waited
18 until after Frank died to bring this claim?

19 A Because she didn't pay the money.

20 MR. FERGUSON: Objection as to speculation.

21 A Nothing was ever received, no money.

22 THE COURT: Yes, I'm going to sustain that.

23 MS. MEDLIN: Okay. We'll move on.

24 A Okay.

25 Q Ms. Campbell, can you tell me, please, what are you

1 asking the Court to do today with regard to the property
2 at issue, specifically the mobile home?

3 A To give it back to my mother where it belongs, the
4 property and whatever they need to do with the mobile
5 home.

6 Q Were the mobile homes already on the property
7 whenever the defendants apparently took possession?

8 A Yes, they were.

9 Q Okay. No further questions, Ms. Campbell.

10 CROSS-EXAMINATION

11 By Mr. Ferguson:

12 Q Ms. Campbell, you say you were in the family store?

13 A I did.

14 Q And during what period did you work in the family
15 store?

16 A Since 2008.

17 Q Okay. Were you present for your mother's testimony?

18 A I was.

19 Q She said the store was closed many years ago, that's
20 not correct, is it?

21 A It was. It was closed many years.

22 Q Then, how did you work in a closed store?

23 A My brother opened it back up in 2008. It was closed
24 for a lot of years, probably approximately 30 years.

25 Q Okay. But she said it continued to be closed, didn't

1 she?

2 A She's 88 years old, sir. She was nervous. I'm
3 telling you the truth. I'm telling you what happened.

4 Q You say that you never received any money from Lisa
5 for the trailer, but you weren't the one who was supposed
6 to receive the money are you?

7 A Well it's, the lien's in my name, but I did not
8 receive, you're correct, I didn't receive it.

9 Q Well, that raises a good point. How did you get a
10 lien on this trailer?

11 A I have no idea. I guess there was a purpose. It's
12 there. I have no idea.

13 Q So you never paid any money for this trailer, did
14 you?

15 A I did not.

16 Q Okay. So just this lien just materialized somehow,
17 you don't know how?

18 A I do not.

19 Q And you want money for it?

20 A I'm not saying I wanted money. I was asked did I
21 receive any money and I said no I didn't.

22 Q In this case, you're asking for money on that
23 trailer. You want to be paid.

24 A I'm asking the Court to do whatever they feel is
25 necessary to do with the money.

- 1 Q Well, I'm asking what you want.
- 2 A I just want what's right.
- 3 Q Well, what is right about that trailer?
- 4 A I do not know. It's not, it hasn't been paid for.
- 5 Q You helped collect rent for trailers for Frank,
- 6 didn't you?
- 7 A I did not.
- 8 Q You did not?
- 9 A No.
- 10 Q Did you know he had other rental, he had rental
- 11 trailers in the area?
- 12 A He did.
- 13 Q And did you have anything to do with those rental
- 14 trailers at all?
- 15 A No.
- 16 Q Okay. Before this case was filed, Lisa had been
- 17 living in that trailer for two years. How is it that
- 18 nobody in the family seems to have known that she was
- 19 there?
- 20 A Again, you've got to know what I was going through
- 21 and what I was dealing with. My brother was dying. At
- 22 the time she claimed that she did this, my brother was in
- 23 Charleston. He had four ribs removed. He was eat up on
- 24 his insides. He had plastic to hold his insides together.
- 25 Q This is the trailer that was in the area where you

1 were living, though, right?

2 A No.

3 Q How far away is this trailer from where you--

4 A Approximately 10 miles on a, like a dead-end road.

5 Q A dead-end road?

6 A Like a, it's not a frequent road. You're not, it's
7 not, you would not go there to go where you're going.

8 Q Your brother used to live in that trailer, didn't he?

9 A In what trailer?

10 Q The one that Lisa is in now?

11 A Not that I know of.

12 Q Didn't he live there with Linda Parnell?

13 A He did not, not to my knowledge. He lived with his
14 mother.

15 Q You say that you didn't see the receipts in this case
16 prior to the case being filed, but there is no reason you
17 would have seen those receipts prior to the case being
18 filed?

19 A I just answered the questions. I did not see them.

20 Q Well, would there have been a reason for you to have
21 seen the receipts before the case was filed?

22 A If she was paying, I would assume someone would have
23 seen the receipts.

24 Q You said she wasn't paying to you. And Frank was the
25 one who apparently was handling real estate stuff for the

1 family.

2 A I'm just telling you what I know.

3 Q In the course of this case with regard to the tax
4 notices that you say came to you, I asked you to produce
5 tax notices with your address on them and you were not
6 able to do that, why is that?

7 A I produced what I could and what I had.

8 Q Well, if there were tax notices that were coming to
9 you, shouldn't there have been some tax notices with your
10 address on them?

11 A There was. The ones we paid came to my mailbox and
12 we paid them.

13 Q Well, why didn't you produce copies of them?

14 A I did. I produced what was asked of me.

15 Q Let me ask you this, you are the daughter of Kathleen
16 Lollis and the sister of Frank Lollis, right?

17 A I am.

18 Q So why did you deny that in the Reply you filed in
19 this case?

20 A That I denied what, now? I don't understand you.

21 Q You denied that you were the daughter of Kathleen
22 Lollis and the sister of Frank Lollis?

23 A I absolutely did not.

24 Q I'll ask the Judge--

25 A No.

1 Q --to take judicial notice of the Reply that you
2 filed.

3 MS. MEDLIN: Your Honor, objection. Of course, it's
4 asked and answered but as stated yesterday, we have not
5 agreed as to that interpretation. And, of course, the
6 pleadings speak for themselves.

7 THE COURT: The pleadings speak for themselves.

8 MR. FERGUSON: I'd ask the Judge to look at
9 paragraphs 52 and 67 of the Counterclaims. 52 reads,
10 "Frank Lollis was the son of the Plaintiff Lollis and the
11 brother of Plaintiff Campbell and while he was alive, he
12 handled much of their business for them as their agent."
13 That was denied in the Reply. Paragraph 67 reads, "Frank
14 Lollis was Plaintiff Lollis' son and the brother of
15 Plaintiff Campbell." That was denied.

16 MS. MEDLIN: Your Honor, the Reply is basically that
17 the plaintiffs denied any relief requested by the
18 defendants that's inconsistent with the relief that they
19 have requested.

20 THE COURT: All right.

21 MR. FERGUSON: The rules of pleadings say that you,
22 you are presented with statements and you deny or admit
23 those statements, not relief.

24 THE COURT: All right. I understand the pleadings.
25 Let's move on.

1 MR. FERGUSON: All right.

2 THE COURT: That's not going to be a huge issue,
3 because the pleadings speak for themselves.

4 Q People who were buying property from Frank came to
5 the store to make payments, didn't they?

6 A Yes.

7 Q Okay. And did they also come to Frank's house?

8 A That's possible. The could have.

9 Q Okay. Did you ever write receipts for Frank?

10 A Did I ever write receipts for Frank?

11 Q Right.

12 A No.

13 Q Okay. So did anybody else write receipts for Frank
14 that you know of?

15 A I have no idea. You would have to ask the other
16 people. I have no idea what you're saying.

17 Q Okay. When Frank bought and sold property, he
18 sometimes put it in your mother's name, didn't he?

19 A I don't know what properties you're speaking of. I
20 wouldn't know how to answer that. I don't know.

21 Q Well, I'm not asking so much about specific property
22 right now. I'm asking about in general, did he put
23 property in his mother's name?

24 A It's possible, but a lot of that property was bought
25 with my mother's money.

1 Q How do you know that?

2 A Because when Frank started this business, he had no
3 money.

4 Q Well, your testimony testified that she had been
5 working for years and she was living on Social Security
6 when this property was bought, so where is she getting the
7 money to be buying property?

8 A Well, they worked all their lives. My father owned a
9 store for almost 40-something years. She went to work in
10 a cotton mill when she was 14, so they have worked all
11 their lives and they had money.

12 Q And you're saying that your brother didn't buy any of
13 the property?

14 A I'm not saying he didn't buy any of it. I'm saying
15 what I know about this particular property here.

16 Q Okay. John Scurry was your family's's attorney,
17 wasn't he?

18 A He was Frank's attorney and I got to know Mr. Scurry
19 after Frank passed away.

20 Q Okay.

21 A I had no reason for an attorney.

22 Q He handled Frank's land transactions?

23 A As far as I know.

24 Q Okay.

25 A He handled, he was Frank's attorney.

- 1 Q And handled most of your mother's land transactions
2 too, didn't he?
- 3 A That's possible.
- 4 Q Do you know if Frank ever put property in your name?
- 5 A It's possible, yes.
- 6 Q Did you ever, did you object to his doing that?
- 7 A I wasn't aware of a lot of this. I'm just now
8 becoming aware of things.
- 9 Q If Frank had bought some property and put it in his
10 name, put it in your name, I am sorry, and then later sold
11 it and signed your name to the deed, would you know about
12 that?
- 13 A I'm assuming that I would.
- 14 Q Okay. How would you know about that?
- 15 A I would like to be present when something is sold if
16 it's in my name and as far as I know, I was.
- 17 Q Did you ever discuss that with Frank?
- 18 A I did not.
- 19 Q Where were Frank's, what kind of businesses was Frank
20 in?
- 21 A Since 2011, Frank didn't have a business. Frank was
22 dying, slowly dying.
- 23 Q Okay. Well, before 2011, what kind of businesses was
24 he in?
- 25 A He had a septic tank business and he hauled gravel

1 and dirt and stuff like that.

2 Q Okay. Did he install trailers?

3 A That's possible. He could have.

4 Q How far, did you say that you lived 10 miles from the
5 Duttons?

6 A I think it would be at least 10 miles.

7 Q Okay.

8 A I live out in the country and they live in, outside
9 of the town over there, so it would be approximately 7 to
10 10, I would say.

11 Q Frank got along pretty well with the Duttons, didn't
12 he?

13 A I guess he did.

14 Q And they helped maintain your mother's property and
15 Dennis Dutton worked on Frank's equipment?

16 A Oh, no. No, they didn't maintain anything of
17 mother's. My mother ran these people off a long time ago
18 since 2011.

19 Q Dennis Dutton worked on Frank's equipment, though,
20 didn't he?

21 A I have no idea. If he was there working on my
22 mother's property, he was trespassing. He had no right to
23 be there.

24 Q Since Lisa Dutton was in the trailers two years
25 before this suit was filed and she was paying taxes on it,

1 didn't that ring any alarm bells that if you're saying
2 that these, she didn't have any reason to be there?

3 A I don't, wasn't aware if she was paying any taxes.

4 Q Frank died in April 28th, 2013, is that right?

5 A April, yes.

6 Q Okay. And how long before he died was it when he
7 signed his Will?

8 A I'm not sure.

9 Q Pardon?

10 A I don't know.

11 Q Okay. Who was the personal representative who was
12 appointed in that Will?

13 A That would be me.

14 Q Okay. And part of your duties as personal
15 representative was to pay what he owed when he died?

16 A Yes.

17 Q You understand that the Duttons are claiming that
18 they gave him money to buy land and that if they don't get
19 their land, they want their money back? You understand
20 that's what their claim is?

21 A Yes.

22 Q Okay. So that means if the sales to them were not
23 valid, they would have to file a claim against the Lollis
24 estate, right, your brother's estate?

25 A I guess.

1 Q And you blocked that by not opening an estate, didn't
2 you?

3 A I didn't open it because--

4 MS. MEDLIN: Objection, Your Honor. Again, as stated
5 yesterday, we object to the relevancy of any of the issues
6 relating to Frank Lollis' actual estate or the estate
7 process. That has already been determined in the proper
8 jurisdiction in the Probate Court and the defendants did
9 not raise any actions or matters to address that.

10 MR. FERGUSON: This isn't about Frank Lollis. This
11 is about Linda Campbell as personal representative.

12 THE COURT: I'm going to allow the question.

13 Q So would you, you blocked their ability to collect
14 from the estate by not opening the estate, is that right?

15 A No, that is not right.

16 Q Well, you didn't open an estate, did you? You told
17 the Probate Court that there just wasn't anything in the
18 estate and it wasn't worth opening?

19 A I did not. I sat down with Judge Fridy. I asked for
20 her help. She went over it with me. I had what I had.
21 She had what she did. We looked at her screen and yes it
22 was different from what I had. Yes, I did make some
23 mistakes. She told me what I needed to do and she had
24 more, and I went and did what she told me to do.

25 Q What she told you to do was based on what you were

1 telling her, though, wasn't it?

2 A She had her screen there. She told me. We looked at
3 it together, and we went through this together and there
4 was nothing that I did. I did my honest best of what I
5 had before me.

6 Q I'll show you this document. Can you tell me what
7 that is?

8 A That is a affidavit for collection of personal
9 property in the matter of Frank Lollis.

10 Q That's your affidavit saying that there's no reason
11 to open the estate because there's no property, right?

12 A That is what, yes, that is what's there, what I had,
13 it is.

14 MR. FERGUSON: I'd like to introduce that.

15 COURT REPORTER: This is number 16.

16 (Whereupon, Defendant's Exhibit 16 was admitted into
17 evidence.)

18 Q Frank was in the business we've said before of buying
19 and selling land, renting trailers, installing septic
20 tanks, grading land and he participated in the store, is
21 that right?

22 A When he was able, he did for the first, when he was
23 in his earlier years when he was able.

24 Q Okay. And during those periods when he was active,
25 he was successful in his businesses, wasn't he?

- 1 A Yes.
- 2 Q What equipment did he have for his businesses?
- 3 A I'm not sure. I do not know anything about
- 4 equipment.
- 5 Q Well, you know he had tractors, right?
- 6 A At one point in his life, he did.
- 7 Q You know he had bulldozers?
- 8 A At one point in his life, he did.
- 9 Q You know he had excavators?
- 10 A I don't know what that is.
- 11 Q Well, you know he had a backhoe?
- 12 A I do not know what that is.
- 13 Q Well, you know he was installing septic tanks, right?
- 14 A I do.
- 15 Q You got to dig a hole for a septic tank?
- 16 A There you go, yes.
- 17 Q Okay. So he had equipment to dig a hole for a septic
- 18 tank?
- 19 A I'm sure at one point in his life, he did.
- 20 Q He had a sterling dump truck?
- 21 A I --
- 22 Q Do you know anything about a front-end loader?
- 23 A No. This stuff is not, was not there when I did
- 24 probate. I had no access to this.
- 25 Q You know the bulldozer was there?

1 A No, I do not.

2 Q Well, we have a picture of the bulldozer we are going
3 to introduce.

4 A I know that's Lisa Dutton's photography of what that
5 was there but that was not Frank's bulldozer. That was a
6 bulldozer from long years ago that my family purchased
7 when my mom and dad got him in the business and bought
8 that bulldozer.

9 Q Okay. Do you know anything about Frank's golf carts?

10 A No.

11 Q Are you saying he didn't have any golf carts?

12 A He rode on golf carts since when he was able but
13 since 2011, Frank's insides would have fell out if he'd
14 have got on a golf cart and rode.

15 Q And do you know anything about what vehicles he had?

16 A He had a, he drove my mother's cars.

17 Q So he didn't have any of his own?

18 A When he was able.

19 Q You're saying he didn't have any of his own vehicles?

20 A No, I don't, I am not aware of what you're leading
21 to.

22 Q Okay. In this paper you filed with the Probate
23 Court, in essence, said he didn't, there was less than
24 \$5,000 to his name when he died, right?

25 A Right, there was.

1 Q What about the safes he had?

2 A He had no safes.

3 Q Oh really, no safes?

4 A No, Frank did not have a safe.

5 Q Okay. Since he liked to do business in cash, where
6 was he putting his cash?

7 A My mom and dad had a safe in the back of the store
8 there, but I cannot tell you what Frank did with his cash.
9 I have no idea.

10 Q But you know he regularly dealt in cash, don't you?

11 A No, I do not know that.

12 Q Okay. All right. Let's take a look at what the tax
13 assessor says about what Frank had when he died. It looks
14 like it's a whole lot more than \$5,000.00 dollars, doesn't
15 it?

16 A Well, I'm telling you what I had before me and what
17 was there when Frank died, and I told the truth.

18 Q I mean this is public records. That was before you,
19 because it was public.

20 A I do not know what you're, what you're saying.

21 Q So all these big things, I mean these are things like
22 vehicles that you don't hide in a drawer somewhere?

23 A Well, I'm telling you at his death, he did not have
24 those vehicles before he died. Frank could not even ride
25 in a vehicle before he died.

1 Q Doesn't it make --

2 A Frank was on three pain patches. Three pills a day.
3 If he would have tried to get out in the road, he would
4 have killed himself and someone else.

5 Q Ma'am, were talking about what he owns, not what he
6 drove.

7 A I do not have this here. I did not have this when
8 Frank died. I had no vehicles when Frank died.

9 Q So why do you think the tax assessor thought he owned
10 all those things?

11 A I have no idea what you have here, that he even has
12 these things at this point. I'm telling you they were not
13 before me.

14 Q Public records were not before you?

15 A I'm telling you what I had there, what I did and I
16 did my best. Like I said, I sat down with the Judge. We
17 went through this together. I asked for help. I told her
18 the situation and I did not transfer anything after my
19 brother's death. I did not. The only thing that was
20 transferred probably was from Dennis Dutton that I can
21 recall in June 15th when he did a mobile home. But as far
22 as me, I did not.

23 Q But you see this adds up to \$15,500.00 dollars?

24 A I see what you have.

25 MR. FERGUSON: I'd like to introduce this.

1 THE COURT: 17?

2 COURT REPORTER: That will be number 17 for Defendant
3 produced.

4 THE COURT: It'll be submitted, but all of these is
5 admitted to the same objection. But whenever a bench
6 trial is done, if it were a jury trial, we could proffer
7 the entire thing, I'd make a ruling and then the jury
8 would hear it all with a continual proffer, subject to the
9 objections.

10 MS. MEDLIN: Yes, Your Honor.

11 THE COURT: Everybody's preserved with the objections
12 we've been making, on both sides, because they have done
13 the same thing.

14 MS. MEDLIN: Right.

15 THE COURT: You submitted a form with a signature
16 just as he submitted a form for a bank account and y'all
17 both objected to the same thing, for doing the same thing.

18 MS. MEDLIN: Right. So our objections would
19 continue, yes. Thank you, Your Honor.

20 THE COURT: They would continue, as well as is Mr.
21 Ferguson's. So 16 subject to objection and 17 is subject
22 to objection. Let's take a short break. Now, we've been
23 going about an hour. Is a good time for me to take one.
24 15 minutes or 20 minutes.

25

1 (Whereupon, Defendant's Exhibit 16 and 17 were
2 admitted into evidence.)

3 (Whereupon, a short break was taken.)

4 THE COURT: All right, Mr. Ferguson. Go ahead.

5 MR. FERGUSON: All right.

6 CONTINUE CROSS-EXAMINATION

7 Q What did you get out of Frank's estate?

8 A I didn't get anything out of Frank's estate.

9 Q What did the rest of the family get out of Frank's
10 estate?

11 A Nothing.

12 Q So all of this equipment just disappeared?

13 A I'm telling you what was there and I'm telling the
14 truth. I have no idea. Frank was sick with a lot for a
15 lot of years with cancer. He had bills to pay. And I'm
16 telling you the truth and when I say what I did, I'm
17 speaking the truth.

18 Q Okay.

19 THE COURT: I still didn't get an answer.

20 MR. FERGUSON: Pardon?

21 THE COURT: I didn't hear her answer.

22 A No, I didn't get anything out of Frank's estate, no.

23 Q Tell me what this document is?

24 A It's from First Citizens Bank.

25 Q And you were having a joint account; you and your

1 mother and Frank were opening a joint account?

2 A I didn't open a joint account. I think my name was
3 on there just so when his health deteriorated I could--

4 Q That's not your signature?

5 A That is my signature. Yes, it is.

6 Q Well, then you opened the account, didn't you?

7 A I didn't open the account. But I was the authorized
8 signature as far as I know is what this is, to handle
9 something if he needed help or needed something.

10 Q Was this Frank's money?

11 A I don't think so.

12 Q Whose money was it?

13 A I think it was my mother's.

14 Q How much money was in it, do you remember?

15 A I do not.

16 MR. FERGUSON: So I'd like to introduce this.

17 MS. MEDLIN: Your Honor, this is I believe the same
18 exhibit that counsel submitted yesterday, so we would
19 continue those same objections as far as the authenticity
20 with the records custodian.

21 MR. FERGUSON: If it's already in--

22 THE COURT: I think it's in.

23 MS. MEDLIN: Again, we would just continue the
24 objection for the record.

25 MR. FERGUSON: Okay.

1 THE COURT: It got put in. Well, the driver's
2 license and the check are the same issues. And you,
3 likewise, put those in. I mean, y'all are objecting for
4 the same basis and I'm admitting them in spite of your
5 objections, because both of you are doing it. So y'all's
6 objections are objections but you're both doing the same
7 thing against one another.

8 MR. FERGUSON: Okay.

9 THE COURT: Which is fine. That's the way it works.
10 I just point that out. Yeah, I'm not sure which exhibit
11 it is. That would be in twice.

12 MR. FERGUSON: Okay.

13 (Whereupon, Defendant's Exhibit 18 was admitted into
14 evidence.)

15 Q Do you know for sure that was your mother's money?

16 A No, I don't know anything about the account. I have
17 no idea. But I believe it was in all honesty, I do.

18 Q Well, that was opened February 12, 2013, right?

19 A I think this is the account that you are speaking of
20 that Frank had another account with someone else that
21 wasn't supposed to, I really think this is my mother's.
22 This is my mother's account.

23 Q Then why is Frank's name on it?

24 A I have no idea.

25 Q You're saying that he was in bad shape and he was

1 dying, so why would you need him on the account if it was
2 your mother's money?

3 A It wasn't supposed to be there.

4 Q Well, why did they get him down to the bank in his
5 condition to sign the document?

6 A I have no idea. This is Victoria Simpson on this
7 account. I have no idea what that is.

8 Q That's the bank lady isn't it, Victoria Simpson?

9 A No, it is not. That was one of his girlfriends.
10 That was when he was sick and didn't know what he was
11 doing. He was on so much medication that there was a
12 mistake and the bank had to clear that up. I had nothing
13 to do with that.

14 Q Well you signed the document?

15 A That was my mother's account. I was on with my
16 mother. That was a mistake they made. I had nothing to
17 do with that and they cleared that up. The bank cleared
18 that up. That was their error.

19 Q How was it their error?

20 A Because I'm telling you what happened.

21 Q Well, why did you all sign the documents if it was a
22 mistake?

23 A I had to go and sign and get my name on there with my
24 mother. That was where my mother's Social Security
25 account, I'm just now realizing what you have there where

1 her checks were going into her bank. Frank was sick. He
2 did not know what he was doing. That's what I'm telling
3 you. He should not have been approached to buy, sell
4 land, do anything at this point. And that is what
5 happened. I can prove that. I had to go over there and
6 straighten that out. It was a mess but it was their
7 error. Victoria Simpson is not the bank lady.

8 Q Okay. You say that was his girlfriend?

9 A At one point, she took care of him when he was dying.
10 She did come and stay with him and do things that we
11 couldn't, because it got really bad at the end. He didn't
12 want his family to see him suffering and dying like he
13 was.

14 Q What's that document there?

15 A It's a Durable Power of Attorney to me from Frank.

16 Q Have you seen that before?

17 A I have.

18 Q Okay. Did Frank Lollis sign that?

19 A Yes, I think he did.

20 Q So that's his signature?

21 A That is the way he was writing when he died. It was
22 like lines. And yes, I do believe it is his signature.

23 Q Okay.

24 A At his, as close to his, he was close to death, had
25 to be at that point.

1 Q So his signature changed towards the end of his life,
2 is that what you're telling us?

3 A Yes.

4 Q All right. Let me show you another document, number
5 19. What document is that?

6 A That's a Healthcare Power of Attorney and Living
7 Will.

8 (Whereupon, Defendant's Exhibit 19 was admitted into
9 evidence.)

10 Q And who signed that?

11 A Frank did.

12 Q Is that his valid signature?

13 A I think it is.

14 Q Okay. What's the date on the document?

15 A 4/4/2013.

16 Q That's the date of filing, okay. Let me ask you to
17 read, there are two paragraphs. The second paragraph two
18 that says effective date and durability. Read that for
19 me, please?

20 A "By this document, I intend to create a Durable Power
21 of Attorney effective upon and only during any period of
22 mental incompetence."

23 Q Okay. Did you file the document?

24 A No.

25 Q Who filed the document?

1 A I'm not sure. I may have. I just, I may have filed
2 it.

3 Q And so whoever had the document decided that Frank
4 was incompetent at the beginning of April?

5 A Well, I didn't do this. Frank went and did this
6 himself. I didn't do this.

7 Q Right. But the, as you just told us, he intended to
8 create a Durable Power of Attorney effective upon and only
9 during any period of mental incompetence.

10 A So what are you asking?

11 Q So doesn't that indicate that somebody thought he had
12 become incompetent in April of 2013?

13 A He was dying, sir, in April of 2013.

14 Q Right.

15 A He was dying.

16 Q Right. And so since this was to become effective
17 upon his incompetence, then whoever filed it thought he
18 became incompetent in April 2013, right?

19 A I'm assuming that's what you're saying is, I'm
20 assuming, yes.

21 Q Okay. Thanks.

22 MR. FERGUSON: Let's introduce this.

23 REPORTER: That will be number 20.

24 (Whereupon, Defendant's Exhibit 20 was admitted into
25 evidence.)

1 Q You previously testified that you never received any
2 money from Lisa Dutton for her purchase of land and
3 trailers, is that right?

4 A That is correct.

5 Q Okay. Would you explain this document for me,
6 please?

7 A That is a check that Frank had.

8 Q That's a check from Lisa Lollis to Frank?

9 A Lisa, Lisa Dutton.

10 Q Lisa Dutton to Frank Lollis for \$700.00 dollars,
11 right?

12 A It is.

13 Q And what's it say it's for?

14 A Payment, land and mobile home, 1002 Cemetary Road.

15 Q Okay. And who endorsed that check?

16 A At the time Frank, I did because Frank could not sign
17 well enough for the bank to read it. And I had to go to
18 the bank. I had already went to the bank and had
19 permission to do that.

20 Q So you knew that she had made at least \$700.00
21 dollars worth of payments on the land?

22 A I did not pay any attention to do this, sir. He was
23 crying out. He was dying. He just asked me to take this
24 to the bank for him and I did.

25 Q This document was produced to your side of the case

1 in discovery. Have you not seen it before?

2 A I have.

3 Q But yet you got on the stand and said you never
4 received any payments, that Lisa Dutton never made any
5 payments on the land?

6 A I didn't receive any payments from Lisa Dutton.
7 Frank asked me to take that check to the bank, cash it and
8 I brought the money back and gave it to Frank. I didn't
9 look at the check and read it and see what it was. He was
10 dying.

11 MR. FERGUSON: I'd like to introduce this check.

12 REPORTER: That's 21.

13 THE COURT: Admitted under the same objection.

14 (Whereupon, Defendant's Exhibit 21 admitted into
15 evidence.)

16 Q So would not that have given you a heads up that Lisa
17 was claiming some ownership or some interest in 1032
18 Cemetary Road?

19 A No, it did not.

20 Q Because you didn't read it?

21 A No, I didn't read it and I took it to the bank and
22 brought that to Frank because he said that was money that
23 they owed him and I did as he asked me. I didn't pay any
24 attention to what was on the check and I brought the money
25 back and it went to Frank. I didn't keep the money, sir.

1 I didn't keep any of Frank's money.

2 Q With regard to your lien on the trailer, you've told
3 us you don't know how it is you happen to have a lien on
4 the trailer though your complaint is seeking to get some
5 relief based on your lien?

6 A Well sir, she came and told me that she owed me this
7 money. She said you are the lienholder on this property
8 and I owe for it and I need to pay you.

9 Q If she wanted a clean title to her trailer then she
10 has to get your lien off the title, doesn't she?

11 A I guess she does.

12 Q So she had to discuss that with you, didn't she?

13 A Yes, I guess she did and I discussed it and I was
14 nice and I told her I did not know what she was talking
15 about. And I told the truth, I did not.

16 Q Are you aware that the basis of your lien on that
17 trailer is a forged document?

18 A I don't know anything about that.

19 Q You don't know that somebody forged Lisa Dutton's
20 name to admit that there was a lien on the trailer in your
21 favor?

22 A No.

23 Q In the course of discovery in this case, I asked your
24 attorney about some documents as to whether they were
25 forgeries or not. And one of the things that she said was

1 a forgery was a power of attorney allegedly from your
2 mother to you. What was the deal on that?

3 A Forgery for power of attorney from my mother to me?

4 Q Yes.

5 A I have no idea what you're talking about.

6 Q You didn't see the documents in this case; you didn't
7 discuss those?

8 A No.

9 Q So you have no idea about that forged power of
10 attorney to you?

11 A I didn't know there was a forged power of attorney.

12 Q And, for the record, I'll state that's in the record.

13 THE COURT: Well, let's see it.

14 MR. FERGUSON: I'm looking through Defendant's
15 Exhibit 12 to find the document.

16 A You're asking me is that my mother's signature?

17 Q I'm asking you if you know anything about that?

18 A I do not.

19 Q So how do you suppose that a power of attorney in
20 your favor got on the record?

21 A I have no idea.

22 Q With a forged signature from your mother?

23 A I have no idea. And I'm telling the truth, I have no
24 idea.

25 Q Did you ever sign any documents for your mother?

1 A I did not. No, nothing without her consent.

2 Absolutely not.

3 Q What kind of documents do you sign for your mother?

4 A The only thing that I do is maybe go get her money
5 when she can't go to the bank and give it to her. But I'm
6 on her bank account where I can do that. I think she's
7 okay with it if I am, I mean, but I don't use, I don't do
8 that. I don't know what you're talking about.

9 Q When was the last time you worked outside the home?

10 A Outside the home?

11 Q Well, yeah. When is the last time that you worked
12 for pay?

13 A Probably back in '88, maybe since then. I've worked
14 with schools and different things, yes. That's been a
15 long time ago, sir, to recall all that.

16 Q Okay. So you really didn't have any money to be
17 buying and selling trailers, did you, and land?

18 A My husband works, sir. Yes, we had money.

19 Q Where did you get money?

20 A He worked and made it. We've worked all our lives
21 together. No, I didn't make as much money as he did.
22 Yes, he made more. We had a family. He made the majority
23 of the money. That is true.

24 Q The transactions that we are talking about in this
25 case aren't the first times that you've had land

1 transactions with the Duttons, is it?

2 A Well, apparently not, but I don't know anything about
3 this.

4 Q You don't know anything about this?

5 A I do not.

6 Q Okay.

7 A That's not my signature.

8 Q Who you reckon did that?

9 A I have no idea, sir. I could not tell you whose
10 signature that is.

11 MR. FERGUSON: Let's introduce that.

12 REPORTER: That's number 22.

13 (Whereupon, Defendant's Exhibit 22 was admitted into
14 evidence.)

15 Q Apparently, somebody got paid because here's the
16 deed?

17 A I did not get paid anything for this property. I can
18 assure you of this.

19 Q Okay. So that's not your signature?

20 A No, it is not, sir.

21 Q Okay.

22 A Absolutely not.

23 MR. FERGUSON: I'll introduce this.

24 REPORTER: This is 23.

25 THE COURT: 23 you said?

1 REPORTER: Yes, 23.

2 (Whereupon, Defendant's Exhibit 23 admitted into
3 evidence.)

4 MS. MEDLIN: And, Your Honor, of course our
5 objections would carry on to any other contracts, deeds or
6 anything related to or unrelated to the property at issue
7 in this case.

8 Q How much was the land sold for?

9 A It says \$6,000.00 dollars is what you have here.

10 Q Okay. And you say you never saw any of that?

11 A I did not.

12 Q Who do you reckon did get that money?

13 A I have no idea, sir.

14 Q All right. This is a mortgage from Lisa Dutton to
15 you concerning land that your mother is selling. So why
16 is there a mortgage to you if your mother is selling the
17 land?

18 A I have no idea. I'm assuming she had a reason. I do
19 not know. I can't answer for other people. I can only
20 answer for me, and I'm telling you the truth.

21 Q But is all this stuff going on with, that involves
22 you, but you don't know anything about it?

23 A I do not.

24 Q Okay.

25 MR. FERGUSON: I'd like to introduce this.

1 THE COURT: All right.

2 (Whereupon, Defendant's Exhibit 24 was admitted into
3 evidence.)

4 Q Would it surprise you to know that the signature of
5 Lisa Dutton is also forged on that?

6 A I have no idea.

7 Q So you don't know anything about that?

8 A I don't know anything about what you have there. I
9 had nothing to do with any of these documents and I'm
10 telling you the truth. I don't do any business with the
11 Duttons, never have.

12 Q After you got that mortgage on the Buzhardt Road
13 property, you supposedly satisfied the mortgage.

14 MS. MEDLIN: Objection, Your Honor. He's misstating
15 the testimony into the record. That is not what Ms.
16 Campbell testified to. She testified that she did not
17 know about the mortgage.

18 MR. FERGUSON: On the record she got a mortgage, Your
19 Honor, that's what I said.

20 MS. MEDLIN: Well, Your Honor, he said after you got
21 the mortgage.

22 THE COURT: I understand she said she didn't sign
23 this. It's not in evidence.

24 A I did not sign this.

25 Q Okay.

1 THE COURT: But the mortgage was satisfied--

2 MR. FERGUSON: Right.

3 THE COURT: --by a signature that says Linda
4 Campbell.

5 MR. FERGUSON: Right.

6 THE COURT: All right. It'll be admitted and still
7 subject to the same objection.

8 REPORTER: This is number 25.

9 (Whereupon, Defendant's Exhibit 25 was admitted into
10 evidence.)

11 Q What relationship to you are Amy Campbell?

12 A She's my daughter. She's my daughter.

13 Q Okay. This property at, on Buzhardt Road, would it
14 surprise you that wound up in the name of Amy Campbell?

15 A It would.

16 Q Do you know that she then transferred that to Tim and
17 Allison Coleman?

18 MS. MEDLIN: Objection, Your Honor.

19 A I can't answer for another person. I have no idea.
20 You would -- I can't answer that. I have no idea.

21 MS. MEDLIN: Our objection would be based, obviously,
22 on hearsay. I mean, unless Ms. Campbell is somehow
23 related to that, she would have no knowledge or
24 information as to any other parties.

25 THE COURT: Well, I think she's got this question

1 answered, she said no. That's the answer. I don't think
2 it goes any further than that.

3 MS. MEDLIN: Yes, Your Honor.

4 THE COURT: She said she had no knowledge of what
5 this person did. You got to deal with that answer and
6 move on.

7 Q All right. Let me show you another deed since you've
8 told us you're familiar with your mother's signature.

9 A I'm doing the best I can.

10 Q All right. Look at the deed, please. All right.
11 You'll see that there are two different signatures of your
12 mother on that deed.

13 A Two of them?

14 Q Yes. There's one on the first page and one on the
15 fifth page.

16 A I see.

17 Q All right. Are both those signatures valid?

18 A I don't know.

19 Q Well, let's look at the first one on page one. Is
20 that a valid signature of your mother?

21 A Are you asking me if she signed this?

22 Q Yeah. I'm asking if that's her signature.

23 A I couldn't say for sure and to be honest, I do not
24 know.

25 Q Well, okay. Look on the last page there at her

1 signature. Is that her real signature?

2 A I don't think so.

3 MR. FERGUSON: Okay. I'll introduce this.

4 REPORTER: Number 26.

5 (Whereupon, Defendant's Exhibit 26 was admitted into
6 evidence.)

7 Q Okay. There was a corrected deed that was filed in
8 that transaction and I'll ask you again about your
9 mother's signature.

10 A I couldn't say in all honesty and to be one-hundred
11 percent sure, I don't know.

12 MR. FERGUSON: Let's mark this.

13 REPORTER: Exhibit 27.

14 (Whereupon, Defendant's Exhibit 27 was admitted into
15 evidence.)

16 Q All right. In the same transaction we have been
17 looking at, there was a mortgage filed where Mr. Phalen,
18 (phonetic), gave you a mortgage even though you were not
19 selling the land. Why is that?

20 A Sir, I can't answer that question. You're asking me
21 questions I can't answer. I don't know. I have no idea.

22 REPORTER: Number 28.

23 (Whereupon, Defendant's Exhibit 28 was admitted into
24 evidence.)

25 Q You knew that Frank was signing your mother's name to

1 legal documents, didn't you?

2 A No, I didn't.

3 Q Do you know about his signing your name?

4 A No.

5 Q Have you signed anybody's name to a legal document?

6 A No one else's except my own, and I think I was
7 present when everybody else, when I was, I haven't signed
8 anyone else's name, no.

9 Q Let me show you Defendant's 14, a Greenwood County
10 deed, and I want you to flip over and look at the
11 signatures. One of those signatures purports to be your
12 signature, is it, page two?

13 A I don't remember that. It could be.

14 Q All right.

15 A That must have been a long time ago if it was.

16 Q On this document there purports to be your signature
17 and your mother's signature and they appear to be in the
18 same handwriting.

19 A No. Absolutely not.

20 MS. MEDLIN: Objection, Your Honor.

21 A No, no way.

22 Q No way what?

23 A That is not, I did not do that. I did not sign my
24 name and sign her's under it. Absolutely not.

25 Q So who do you think signed this?

1 A I have no idea. I cannot speculate and say who did
2 that years ago. I have no idea.

3 Q Is that your signature?

4 A Like you said if it was, it was years and years and
5 years ago.

6 Q So your signature has changed over the years?

7 A I would think so.

8 Q Okay.

9 THE COURT: All right. Now what's your objection?

10 MS. MEDLIN: The objection, Your Honor, was based on
11 the fact that Ms. Campbell is certainly not an expert and
12 cannot testify as to comparing signatures if one person
13 signed the same signatures.

14 THE COURT: I think the gist of his question was, was
15 that her personal signature or not and she's answered
16 she's not sure.

17 A I'm telling you the truth. I'm not sure.

18 MS. MEDLIN: She believed that the same person
19 signed, so that's where my objection lies. Obviously,
20 she's not a witness to be able to testify as to the
21 comparison of signatures.

22 THE COURT: It goes to the weight.

23 Q What do you know about your family's harassment of
24 Lisa Dutton?

25 A What are you saying, that we've harassed Lisa Dutton?

1 Q That's what I'm asking you.

2 A Absolutely, that is the other way around. We
3 couldn't see any peace from my brother dying on his
4 deathbed for her calling him on the phone taking chemo.
5 That's the other way around. We told her to leave the
6 property three times, sir, and we thought she had left.

7 Q If she was entitled to a deed should she, is it
8 unusual that she would have wanted her deed?

9 A Would she have to come around the property and snoop
10 and take notes with little notebooks and things if she
11 wanted a deed? That's what she was run off of the
12 property from. She was run off from the property for that
13 and for cursing up at the shop because her husband had
14 slept with his own niece. That's when we started running
15 her off from the property. We had good reason.

16 MR. FERGUSON: Strike that as nonresponsive.

17 THE COURT: Reask the question, because I didn't
18 think any of that was responsive. Reask your question.

19 Q What do you know about your family's harassment of
20 the Duttons?

21 A We have not harassed those people whatsoever.

22 Q All right.

23 MR. FERGUSON: That's all the questions I have.

24 THE COURT: Redirect.

25 MS. MEDLIN: Yes, Your Honor.

1 THE COURT: Let's take a break.

2 (Whereupon, a short break was taken.)

3 THE COURT: You can continue..

4 REDIRECT EXAMINATION

5 By Ms. Medlin:

6 Q Okay. Ms. Campbell, as far as the location of the
7 Cemetary Road property as relates to the property where
8 you reside, do you regularly travel past the Cemetary Road
9 property if you're going into town or going anywhere,
10 would you travel that road?

11 A No.

12 Q Okay. So you didn't regularly go by this property--

13 MR. FERGUSON: Objection to the leading.

14 THE COURT: Sustained, sustained as to the leading.

15 MS. MEDLIN: Okay.

16 Q So as far as your knowledge of if anyone was
17 occupying that property, what knowledge did you have; did
18 you go by the property enough to know who was there?

19 A I did not.

20 Q And in regard to the taxes on the property prior to
21 the case being filed, to your knowledge, who paid those
22 taxes?

23 A My mother paid the taxes as to my knowledge.

24 Q Okay. And do you have any knowledge of anyone else
25 paying those taxes?

1 A I do not.

2 Q Now, of course, you've testified as to Frank Lollis'
3 Last Will and Testament. Can you tell me, please, when
4 you approached Probate regarding his estate, what process
5 did you go through?

6 A I went several times and, like I said, I had what I
7 had and I went and asked the Judge for help and she sat
8 down. We went through a different process. And then I
9 was appointed a, someone else to help me. We went through
10 that process and I brought what we had, they signed off,
11 and it was closed. I did all they asked of me to do.
12 Everything they asked, I honestly did what they said and
13 what I had before me.

14 Q Okay. And in regard to the Laurens County tax
15 records of any items that might have been in Frank Lollis'
16 name, did you review those tax records with Probate Court?

17 A I did.

18 Q And based on your belief, did you include in the
19 estate any assets that you knew of to be in Frank Lollis'
20 name?

21 A I did.

22 Q So you went through the Laurens County records?

23 A I did.

24 Q Okay. Now, as far as the estate being closed, did
25 you receive certain property pursuant to Frank Lollis'

1 Will; was the property from that estate transferred to
2 you?

3 A Yes.

4 Q Okay. And what property was that?

5 A The ones that were listed. I can't recall the--

6 Q Okay. So you testified to a probate document that
7 has been submitted as relates to Frank Lollis' estate, is
8 that right?

9 A Yes.

10 Q Okay. So you did receive the items on that list per
11 Frank Lollis' Will, is that right?

12 A Yes.

13 Q And did you receive any other property other than
14 what is listed on that accounting?

15 A No.

16 Q Do you recall if when you contacted the Probate Court
17 if they were notified of the claims made by the
18 defendants? Do you know if the Probate Court was
19 notified?

20 A I told them of their claim.

21 Q Okay. So can you tell us how you instruct or how you
22 informed the Court about that?

23 A I told them that they were claiming to pay for this
24 property that my mother owned and had bought and paid for.

25 Q Okay. And so did the Probate Court further address

1 those claims?

2 A They said this--

3 MR. FERGUSON: Objection to the hearsay.

4 MS. MEDLIN: Well, Your Honor, it would go to her
5 role as the personal representative or the person handling
6 the estate.

7 THE COURT: And she's testified fairly clearly that
8 the Probate Court helped her and she didn't understand all
9 of those forms. And so it would be real helpful for the
10 Court to see exactly the Inventory and Appraisement and
11 that sort of thing, because she's not an expert in that
12 field. She said that and you're trying to, I can see
13 something else other than her testimony as to what was
14 done in Probate Court to make it a little clearer for me.

15 MS. MEDLIN: Well, Your Honor, the document that has
16 been provided by Mr. Ferguson was the document that she
17 completed related to his estate.

18 MR. FERGUSON: I did?

19 MS. MEDLIN: I do believe so.

20 THE COURT: When he was sick, and she's testified he
21 was sick, terribly sick and couldn't stand up he was so
22 sick. And there's not a medical claim on this estate? I
23 mean, that's just standard to me.

24 MS. MEDLIN: Well, Your Honor, none was brought and,
25 of course, Ms. Campbell, that document is the affidavit

1 that was filed with the property that she was aware of and
2 that, of course, was appearing with the County tax office.

3 THE COURT: I mean, don't you have to file a Notice
4 of Creditors even on a small estate administration? Am I
5 wrong on that?

6 MS. MEDLIN: I don't believe so.

7 MR. FERGUSON: Pardon me?

8 THE COURT: I thought you had to.

9 MS. MEDLIN: File a Notice of Creditors on a small
10 estate.

11 THE COURT: All right. Don't ask that question. But
12 that is a question I am asking myself.

13 MS. MEDLIN: Okay.

14 THE COURT: Ask her another question or some
15 different question.

16 MS. MEDLIN: Okay.

17 Q Ms. Campbell, at any point did you have a joint
18 account with Frank Lollis?

19 A Yes, at one point.

20 Q Okay. And can you explain for us when that was or
21 tell us when that was?

22 A That was towards, I believe, around the end of his
23 death. Maybe around January as far as I can remember, and
24 it was just used for electric bills that were coming out.
25 Just bills that were being paid that could continue on

1 that account coming out of there.

2 Q And so did you personally receive any money out of
3 that account?

4 A I did not. No. Everything was deducted from that,
5 from that account and the one on that he owed. I didn't
6 get any money of that, no.

7 MS. MEDLIN: Okay.

8 THE COURT: All right.

9 Q Okay. Ms. Campbell, I am going to hand you a
10 document that's been labeled Defendant's Exhibit number 20
11 and this is a document which you have previously testified
12 to and you, of course, have stated that that is a
13 Healthcare Power of Attorney for Mr. Frank Lollis. Are
14 you familiar with that document?

15 A Yes, I'm familiar with it.

16 Q Okay. And, of course, you've stated that it appears
17 to be filed in April of 2013, is that right?

18 A That's correct.

19 Q Okay. Now, can you turn, please, to where Mr. Frank
20 Lollis' signature appears and tell us the actual date of
21 the document when he signed it?

22 A Eighth day of November 2012.

23 Q Okay. So Mr. Lollis signed that document in November
24 of 2012, is that right?

25 A That's correct.

1 Q Okay. And then it just wasn't filed until April?

2 A That's correct.

3 Q Okay.

4 THE COURT: That's a Healthcare Power of Attorney?

5 MS. MEDLIN: Yes, Your Honor.

6 THE COURT: I don't know why they're required to
7 record it.

8 Q And, Ms. Campbell, with regard to Frank's condition,
9 did he go into the care of hospice at any point?

10 A Yes, he did.

11 Q Okay. And do you recall when that was?

12 A The last week of his life.

13 Q Okay. So he was in hospice care the last week before
14 he passed?

15 A He was.

16 Q Okay. As relates to the check which you have
17 testified to that you endorsed for Frank, did you receive
18 any money from that check, the \$700.00 dollar check?

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

20 Q Okay. And what did you do with the money once you
21 had the check cashed?

22 A I brought the money back and handed it to him to put
23 it in his hands.

24 Q Okay. And that was the beginning of April 2013?

25 A It was.

1 Q Okay. Did you see Lisa Dutton that day?

2 A I did not.

3 Q Okay. So you weren't witness to any sort of
4 conversation or anything on that occasion?

5 A No.

6 Q And where does your husband work?

7 A He works at Nutra in Greenville and Anderson.

8 Q Okay. And do you know how long he's worked there?

9 A Pretty close to 19 years I'm guessing. I think
10 pretty close.

11 Q Okay. And so while you testified that you are a
12 homemaker, his income, is that used for your household, is
13 that your joint money?

14 A Yes, it is.

15 Q Okay. Ms. Campbell, of course, you've seen a lot of
16 different alleged contracts, mortgages that Mr. Ferguson
17 has showed you today. Were you aware of any of those
18 documents prior to this case being filed?

19 A No.

20 Q So did you have any knowledge that Frank Lollis or
21 anyone might be signing your name to legal documents?

22 A No, I did not.

23 Q Prior to this particular case regarding Cemetary
24 Road, did you have any knowledge of any alleged contracts
25 or deeds with the defendants in this case?

1 A No.

2 Q And have you received any money from the defendants
3 for the alleged contracts in this case?

4 A No.

5 Q Okay. Have you received any money from the
6 defendants for any prior contracts, deeds or mortgages?

7 A No, I have not.

8 MS. MEDLIN: No further questions, Your Honor.

9 THE COURT: And any recross?

10 RE CROSS-EXAMINATION

11 By Mr. Ferguson:

12 Q That joint account you and your mother had with
13 Frank, that got closed out almost immediately, didn't it,
14 right before he died?

15 A Well, it had to be because it wasn't, it was a
16 problem there. We had to close the account out. It was
17 my mother's account and somehow Frank and this is Victoria
18 Simpson, they admitted their mistake. I mean you can go
19 to the bank or whatever you have to do, but they've
20 admitted that was their mistake.

21 Q Everybody's name, everybody's signature was on the
22 signature card for that account.

23 A I have no idea how that happened. I do not know. It
24 was a mess.

25 Q So you're saying it, there wasn't an intent to reduce

1 what is in Frank's name that could be in his estate?

2 A No, absolutely not.

3 Q Okay. Speaking of Frank's estate, before you
4 testified you got absolutely nothing from the estate and
5 now on redirect, you're telling us that you did get stuff
6 from the estate. So what did you get from Frank's estate?

7 A I didn't get anything from Frank's estate. I've
8 already said that. I did not.

9 Q Well, you just testified that you were getting stuff
10 from, that you received something from Frank's estate?

11 A I misunderstood--

12 MS. MEDLIN: Objection. I think she's confused on
13 the line of questioning.

14 THE COURT: I think it's a valid question and Mr.
15 Ferguson has characterized it correctly and you did on
16 redirect go back into that area and I'll allow him to
17 reask the question and I'd like to hear the answer.

18 Q You testified before you got absolutely nothing from
19 Frank's estate?

20 A Yes.

21 Q And on redirect you testified you did get something
22 from Frank's estate, so I want you to clarify that for me.

23 A I got nothing from Frank's estate.

24 Q So when you testified just now on redirect that you
25 did get something, that was not true, is that correct?

1 A I don't remember saying that. I don't know. I've
2 been up here a long time. I could have said something
3 and, I'm getting tired. I could have said something I
4 didn't mean. I don't know. But I'm telling you for a
5 fact I didn't get any of Frank's money. Absolutely
6 one-hundred percent, no.

7 Q With regard to any advice you got from the probate
8 judge, that would have been based on what you were telling
9 the probate judge about Frank's estate, wouldn't it?

10 A Us together.

11 MR. FERGUSON: That's all the questions I have.

12 THE COURT: All right. Now you may step down ma'am.
13 Now is a good time to take a break and we'll stand at ease
14 until 11.

15 (Whereupon, a short break was taken.)

16 MS. MEDLIN: We would call John C. SCURRY, JR.

17 JOHN SCURRY, JR., being
18 first duly sworn, testified as follows:

19 DIRECT EXAMINATION

20 By Ms. Medlin:

21 Q Okay. Can you state your full name for the Court's
22 record?

23 A John C. Scurry, Jr.

24 Q And are you a resident of Laurens County?

25 A No, I'm a resident of Greenwood County.

1 Q Okay. And are you presently employed?
2 A I'm a self-employed attorney.
3 Q Okay. And how long have you been an attorney?
4 A I graduated from law school in 1972 and I spent maybe
5 a year in the Army.
6 Q And you've been practicing since 1973?
7 A I have.
8 Q Okay. And as far as your current occupation, are you
9 currently practicing law?
10 A Part-time.
11 Q Okay. Now, Mr. Scurry, can you tell me, please, do
12 you know the plaintiffs in this case, Ms. Kathleen Lollis
13 and Ms. Linda Campbell?
14 A Very well, yes.
15 Q Okay. And how do you know them?
16 A I did legal work for Ms. Lollis' son and Linda's
17 brother, Frank, who is now deceased.
18 Q Okay.
19 A And I got to know them.
20 Q Okay.
21 A I've gotten to know them a lot more since Frank died,
22 but I did know them before that.
23 Q And do you know the defendants in this case, Lisa
24 Dutton and Dennis Dutton and Kelsey Dutton?
25 A I know Lisa very well. I met Dennis one time, and I

1 don't, I've never seen Kelsey just before today.

2 Q And how do you know Lisa Dutton?

3 A Frank did numerous transactions with Lisa through the
4 years.

5 Q Mr. Scurry, I'm handing you a document that is marked
6 Plaintiff's Exhibit number 13. Can you tell me, please,
7 if you recognize that document?

8 A That's a Will of Frank Lollis that I prepared.

9 Q Okay. So you did prepare this Last Will and
10 Testament for Frank Lollis?

11 A I did.

12 Q Okay. And so on the first page on the left-hand
13 margin, it would appear to be the signature of Frank
14 Lollis. Do you know that to be Frank Lollis' signature?

15 A It looks like Frank Lollis' to me.

16 Q Okay. And if you will, if you'll flip to the second
17 page for me where it appears to be the signature of Frank
18 Lollis?

19 A Yes.

20 Q Do you believe that to be his signature?

21 A I believe that to be his signature.

22 Q Okay. And there appears to be the name of John
23 Scurry, Jr. Is that you?

24 A That's me.

25 Q And did you witness this document as well?

1 A Yes.

2 Q So did you see Frank sign it?

3 A Yes.

4 Q Okay.

5 MS. MEDLIN: Your Honor, we would move to submit this

6 as Plaintiff's Exhibit number 13.

7 MR. FERGUSON: No objection.

8 (Whereupon, Plaintiff's Exhibit 13 was admitted into

9 evidence.)

10 THE COURT: Okay, 13 admitted without objection.

11 Q Now, Mr. Scurry?

12 A Yes.

13 Q Are you familiar with the property that's at issue in

14 this case?

15 A Yes, absolutely.

16 Q Okay. And are you aware that that property is

17 located on Cemetary Road in Ware Shoals?

18 A Yes.

19 Q Okay.

20 A Now, it's at least Ware Shoals. I don't, whether

21 it's in the Town of Ware Shoals, I don't remember.

22 Q Okay. All right. Now, I'm going to hand to you a

23 document that's been marked as Plaintiff's Exhibit number

24 1?

25 A Yes.

1 Q Can you tell me if you recognize that document?
2 A Yes.
3 Q Okay. What is that?
4 A That's a deed from Community Investment Company to
5 Kathleen Lollis.
6 Q Okay. And what is the date of that document?
7 A June 15th, 1999.
8 Q And can you tell us, please, what property that deed
9 is referencing?
10 A Tract A containing 19.06 acres, which I, it doesn't
11 say on here, but I know to be Cemetary Road.
12 Q Okay. So you would agree that this deed is
13 referencing the same property that's at issue in this
14 case?
15 A It's referencing more property. Now, after that
16 deed, Frank Lollis had the property surveyed and divided
17 into two pieces. It's the same property.
18 Q Okay. And are you aware if there was ever a deed
19 that transferred this property into the name of Frank
20 Lollis?
21 A I'm not aware of it and I don't think there ever was.
22 Q Okay. Now, Mr. Scurry, did you prepare that deed
23 that you've just referred to?
24 A No. I think Mr. Whiteside, who was an attorney in
25 Laurens, prepared that deed, and I believe he's one of the

1 witnesses.

2 Q Okay. And so did you, were you present at that
3 closing for any reason?

4 A Well no, I didn't know Frank Lollis until 2006.

5 Q Okay. And so you have no knowledge of that
6 particular closing for that property in 1999?

7 A No.

8 Q Okay. Mr. Scurry, I'm handing you a document that's
9 been marked as Plaintiff's Exhibit number 3.

10 A Yes.

11 Q Do you recognize that document?

12 A I do.

13 Q Okay. Can you tell me, please, what this document
14 is?

15 A It's a Contract of Sale from Kathleen Lollis to Lisa
16 Dutton on Tract A2 which was part of that property from
17 Community Development.

18 Q Okay. So would you agree that it was one tract of
19 two on the entire piece of property?

20 A That, that's my recollection, yes.

21 Q Okay. And if you need to refer to this, can you--

22 A I've got a copy right here.

23 Q You've got a copy?

24 A Yes, ma'am.

25 Q Can you tell us please the date that this alleged

1 contract was apparently executed?

2 A October 20th, 2011.

3 Q Okay. And who prepared this particular Contract of
4 Sale?

5 A I did.

6 Q Okay. And there appears to be a signature of
7 Kathleen Lollis on this document, do you see that?

8 A I do.

9 Q Okay. Did Ms. Kathleen Lollis appear at the meeting
10 to execute this document?

11 A No.

12 Q Did Ms. Kathleen Lollis sign this document?

13 A No.

14 Q Did someone else sign it on her or did someone else
15 sign her name?

16 A Frank Lollis.

17 Q Okay. Did you have a Power of Attorney that allowed
18 Frank Lollis or anyone to sign Ms. Kathleen Lollis' name?

19 A If I could just briefly tell you. I met Frank Lollis
20 in 2006 and he--

21 Q Well, Mr. Scurry, if you will, just answer the
22 question.

23 A Okay. Well, repeat the question then.

24 Q Did you have a Power of Attorney that Frank Lollis
25 was allowed to sign Ms. Kathleen Lollis' name?

1 A I was under the impression that I had seen such a
2 document. I did not have it in my presence.

3 Q Okay. So you prepared the majority of Mr. Frank
4 Lollis' legal documents, correct?

5 A From 2006 until his death, I did.

6 Q Okay. And you also prepared his Last Will and
7 Testament, is that right?

8 A I did.

9 Q Okay. And did you prepare a Healthcare Power of
10 Attorney for him?

11 A If I did, I don't recall it. I may have but I don't
12 recall it.

13 Q If I may show you what's been marked as Defendant's
14 Exhibit number 20. Do you recognize that document?

15 A I do.

16 Q Okay. And if you can, if you'll flip over to the
17 last page of that document, it would appear to be the
18 signature of John Scurry, Jr. Is that your signature?

19 A That's correct. Yes.

20 Q Okay. So based on this document would you agree that
21 you prepared a Healthcare Power of Attorney for Frank
22 Lollis?

23 A I would, yes.

24 Q Okay. But yet, you did not prepare any other sort of
25 Power of attorney for Kathleen Lollis designating Frank

1 Lollis to sign her name, is that right? You did not
2 prepare one of those documents?

3 A No.

4 Q But you think that you saw one?

5 A Yes.

6 Q Okay. Mr. Scurry, as relates back to this Contract
7 of Sale from October of 2011, it also appears to be the
8 signature of Lisa J. Dutton. Do you see that there on
9 your copy?

10 A I do.

11 Q Okay. Did Ms. Lisa Dutton appear at the meeting to
12 execute this contract?

13 A She did.

14 Q Okay. And did she sign her name?

15 A Yes. I don't remember all these meetings, but I
16 certainly would not have had any reason to sign her name
17 or have somebody else sign it, so I assume she did.

18 Q So you think that Ms. Dutton did sign this contract?

19 A Yes.

20 Q Okay. And you witnessed the signatures of Kathleen
21 Lollis and Lisa Dutton, right?

22 A I did.

23 Q Okay. And then you sent this document to be filed
24 with the Court, is that correct?

25 A That's correct.

- 1 Q And yet you allowed Frank Lollis to sign his mother's
2 name, is that correct?
- 3 A That's correct.
- 4 Q Do you recall if Lisa Dutton asked to see a Power of
5 Attorney before she signed the document?
- 6 A I don't recall that, no.
- 7 Q So do you recall any conversation between you and
8 Lisa Dutton as to whether or not Frank Lollis had the
9 authority to sign his mother's name to this contract?
- 10 A No, I don't recall. When Frank got sick, Lisa Dutton
11 called me and asked me, well, what was going to happen
12 about her payments and all. And I told her that Linda
13 Campbell was going to handle all that, but I don't recall
14 the conversation about whether or not Frank could sign his
15 mother's name.
- 16 Q Okay. So you did not present to Lisa Dutton in any
17 way that Frank Lollis had the Power of Attorney to sign
18 his mother's name?
- 19 A I didn't, but I certainly think that she assumed that
20 he did.
- 21 Q But she did not ask to see a Power of Attorney,
22 correct?
- 23 A No.
- 24 Q Mr. Scurry, would you agree that this contract is not
25 a valid contract, because Ms. Kathleen Lollis did not sign

1 it?

2 A I wouldn't agree or disagree. I'm just telling you
3 the facts of what happened.

4 Q But you have testified that you did not have a Power
5 of Attorney for Frank Lollis to sign his mother's name?

6 MR. FERGUSON: Objection. That's not what he
7 testified to. He just said that he thought there was such
8 a document.

9 THE COURT: Objection sustained. Rephrase your
10 question and don't ask leading questions.

11 Q Mr. Scurry, in regard to this particular Contract of
12 Sale, would you agree that Kathleen Lollis did not sign
13 this document?

14 A I would, yes.

15 Q And do you have in your possession or do you know of
16 any Power of Attorney on file with any county that gave
17 Frank Lollis Power of Attorney over his mother?

18 A I don't have any, and I don't have one in my
19 possession and I don't know of one filed.

20 Q Mr. Scurry, to your knowledge, was there ever a deed
21 transferring the Cemetary Road property to Lisa Dutton?

22 A Not to my knowledge.

23 Q And so you did not prepare one, is that correct?

24 A That's correct.

25 Q And did any money ever pass through a trust account

1 related to this property?

2 A No. It was, the entire \$58,650.00 was supposed to be
3 paid under a monthly payment.

4 Q And so did any money pass through you or your office
5 from Lisa Dutton to Frank Lollis when the contract was
6 executed?

7 A No.

8 Q Thereafter, did any money pass through you between
9 Lisa Dutton and Frank Lollis?

10 A No.

11 Q Did any money pass through any of your accounts or
12 trust account from Lisa Dutton to Kathleen Lollis?

13 A No.

14 Q And the same question thereafter, did any money pass
15 through you between Lisa Dutton and Kathleen Lollis?

16 A No.

17 Q Do you have any personal knowledge of Lisa Dutton
18 having ever paid money to Frank Lollis for this particular
19 property?

20 A No.

21 Q Did Lisa Dutton contact you once the contract was
22 executed to discuss any alleged payments?

23 A She contacted me twice about the property but not
24 about the payments.

25 Q Okay. And at any time did you learn from Lisa Dutton

1 that she claimed to have paid off the property?

2 A No.

3 Q So that was never expressed to you?

4 A No.

5 Q When did you first have knowledge that Lisa Dutton
6 claimed to have paid off this property?

7 A After Frank's death, I met with Linda and Frank's
8 brother at Ms. Lollis' house, and I was told that Lisa had
9 come by there saying that she paid the property off and
10 demanding the deed. And then I was told right after that
11 by Linda that she had been served by the Laurens County
12 Sheriff with a Lis Pendens against this property. I
13 looked at the Lis Pendens and there was not a Summons and
14 Complaint with it. It was just a Lis Pendens and I, at
15 that time, told Linda that I would probably have a
16 conflict of interest and she should seek some other legal
17 counsel and she did.

18 Q So that was, it wasn't until Frank passed that you
19 first learned of Lisa Dutton's claim, is that correct?

20 A That's right.

21 Q And based upon the facts surrounding the execution of
22 the contract on this property did Ms. Kathleen Lollis know
23 that there was this alleged contract between Lisa Dutton
24 and apparently Frank Lollis? Did you have knowledge that
25 Ms. Kathleen Lollis knew of that?

1 MR. FERGUSON: I don't think there is proper
2 foundation for him to be able to answer that question and
3 we're getting into speculation what he thinks she knew.

4 MS. MEDLIN: Well, Your Honor, it would certainly--

5 THE COURT: I'm going to sustain the objection.
6 Rephrase your question.

7 Q Mr. Scurry?

8 A Yes.

9 Q At the time that you met with the Lollis family after
10 Frank passed, it was regarding this particular property,
11 is that right?

12 A Well, it was regarding, Frank had entered into at
13 least several Contracts of Sale similar to this and had
14 taken mortgages on different property and there was a lot
15 of legal stuff to be, it wasn't just this property. It
16 was how they were going to handle all the stuff Frank had
17 left.

18 Q And do you know did they, did Lisa Dutton approach
19 them about this property, is that how the other properties
20 became an issue? Do you know how that progressed?

21 A No. I went to Frank's funeral and I knew Linda. I
22 met Jerry at the funeral. And it was agreed that Jerry
23 was going to be around for a few days and would I come
24 over and meet with them. That, that's what I recall about
25 that.

1 Q So did the family appear to have any knowledge that
2 this particular contract was in existence, the one
3 between, supposedly between Kathleen Lollis and Ms. Lisa
4 Dutton? Did Ms. Lollis know about that prior to your
5 meeting?

6 THE COURT: Now, I sustain. The same question. He
7 can't answer the question. His knowledge of her
8 knowledge, it's not a fair question.

9 Q Mr. Scurry?

10 A Yes.

11 Q Did you ever discuss selling the Cemetary Road
12 property with Kathleen Lollis?

13 A Not the Cemetary Road property, but Kathleen Lollis
14 was fully aware that Frank was buying and selling property
15 in her name.

16 Q And as far as the Cemetary Road property, did you
17 ever have a conversation with her about her agreeing to
18 sell that property?

19 A No.

20 Q And did Frank Lollis have any legal rights to that
21 particular piece of property?

22 A I guess that's for -- why we're here today.

23 Q To your knowledge, did Frank Lollis have a deed to
24 the property?

25 A The deed was in the name of Kathleen Lollis.

1 Q Okay. Mr. Scurry, I'm handing you what has been
2 labeled as Plaintiff's Exhibit number 3. Are you familiar
3 with that document?

4 A I am, yes.

5 Q Okay. And can you tell me what that document is?

6 A After this Contract of Sale was recorded, Frank
7 called me and said that they had made a mistake. That we
8 had listed one mobile home on the lot and it turned out
9 that there was another mobile home on the lot and that we
10 needed to amend the contract.

11 Q So did Kathleen Lollis contact you at all about this
12 contract?

13 A No.

14 Q Would you agree that it appears to be the signature
15 of Kathleen Lollis on this document?

16 A It, that was signed by Frank Lollis.

17 Q And you witnessed, however, that it was the signature
18 of Kathleen Lollis?

19 A I did.

20 Q Okay. There also appears to be the signature of Lisa
21 Dutton. Did Lisa sign the contract?

22 A As far as I know. It may be that Frank came and got
23 the contract and took it to Lisa. Because, you know, to
24 me it was just a simple amendment to what had already been
25 put on the books. So I don't know whether I saw Lisa sign

1 it or not.

2 Q But would you agree that you signed as a witness that
3 you saw Kathleen Lollis and Lisa Dutton sign this
4 document?

5 A I would, yes.

6 Q And then you submitted it or did you submit it to the
7 County records?

8 A I did.

9 Q Okay. Mr. Scurry, I'm going to hand to you what has
10 been marked as Plaintiff's Exhibit number 4. Now, are you
11 familiar with that document?

12 A I'm familiar with it for the fact that I, it was
13 shown to me after Frank's death and I read it.

14 Q Okay. And would you agree that this is an alleged
15 Contract of Sale between Kathleen Lollis, Frank Lollis and
16 Dennis Dutton?

17 A Yes.

18 Q Okay. Do you have a copy of this one?

19 A I'm very familiar with it now.

20 Q Okay. And can you tell us, just based on your
21 knowledge, of this document which property it addresses?

22 A This is Tract A Cemetary Road.

23 Q So this would be the second tract on the same piece
24 of property?

25 A Yeah. I think there was a mistake made there. It's

1 really, I think, A1 and the first one I did was A2.

2 Q Okay. And, Mr. Scurry, did you prepare this
3 document?

4 A No.

5 Q Do you know who prepared it?

6 A No.

7 Q So you have no knowledge of this particular Contract
8 of Sale?

9 A I have found out about it after Frank's death and I
10 have looked at it many times. But I, when it was done, I
11 had no knowledge of it.

12 Q Do you know why, when the Contract of Sale was
13 executed in October 2011, why the second piece of parcel
14 wasn't addressed?

15 A I'm sorry?

16 Q Do you know why, when you all prepared the Contract
17 of Sale for one tract of the property, do you know why the
18 second tract wasn't included in that?

19 A I assume that Frank had planned to sell Lisa half the
20 property and someone else the other half of the property.
21 That was my impression.

22 Q And you never discussed that with Kathleen Lollis?

23 A No.

24 Q Did you, prior to creating the Contract of Sale
25 between Kathleen Lollis and Lisa Dutton, did you review

1 the property records for that property?

2 A I didn't examine the title. But I was, I mean I had
3 to get a copy of the deed and I looked at the plat that
4 had been recorded.

5 Q So you were aware then of the deed when you executed
6 that or when you created that contract, you were aware of
7 the deed that stated the property was in Kathleen Lollis'
8 name?

9 A Yeah. The deed was referenced in the contract, so I
10 was aware of the deed, yeah.

11 Q Okay. And based on your personal knowledge, are you
12 aware of either defendant paying any money to Frank Lollis
13 for this property?

14 A Is this the second piece?

15 Q Yes. On the second piece on the second contract.

16 A I don't know anything about it, no.

17 Q Okay. And as relates to the property as a whole, do
18 you have any knowledge of the defendants paying any money
19 to Frank Lollis for this property?

20 A On the first piece, A2?

21 Q Yes.

22 A I was sent numerous copies of receipts by Ms.
23 Dutton's first attorney of receipts where she allegedly
24 had paid some money. So I, whether she paid it or how
25 much she paid, I don't know, but I know that she had some

1 receipts saying that she had paid something.

2 Q Okay. And so but you, when did you receive those
3 receipts?

4 A When Linda Campbell was served with the Lis Pendens,
5 I contacted Mr. Thompson, who was her first attorney, just
6 seeking information and he sent me copies of receipts
7 where she had claimed to have paid money.

8 Q Mr. Scurry, I'm handing you what's been marked as
9 Plaintiff's Exhibit 11. And can you tell me if the
10 documents there are the same documents that you received
11 from Ms. Dutton's former attorney?

12 A I don't recall seeing this as part of it, but it may
13 have been part of it, but I don't recall.

14 Q Okay. So you haven't seen the affidavit, is that
15 correct?

16 A I don't think so, no.

17 Q Okay. If you will flip, I believe it will be the
18 third page, there are some additional documents that
19 appear to be receipts. Would those be the same documents
20 that you received?

21 A Yeah, that looks like the documents I received, yes.

22 Q Okay. So those copies of receipts or alleged
23 receipts, you received from Ms. Dutton's former attorney
24 for what reason? Do you know why they submitted them to
25 you?

1 A Well, I contacted Mr. Thompson by phone and he
2 basically said, well, we want a deed to the property and
3 he said I'll send you the receipts where Lisa paid the
4 property off and that's what he did.

5 Q Okay.

6 A I think he faxed them to me.

7 Q Okay. And so you had not seen those receipts prior
8 to that time?

9 A No.

10 Q And did you ever see the originals of those receipts?

11 A No.

12 Q And you had no knowledge of any of that -- those
13 alleged payments being made?

14 A No.

15 MS. MEDLIN: No further questions, Your Honor.

16 THE COURT: Okay.

17 CROSS-EXAMINATION

18 By Mr. Ferguson:

19 Q Let me show you the Plaintiff's number 13, the Will.
20 I want you to compare the signature on the first page of
21 Frank Lollis with the signature.

22 MS. MEDLIN: Objection, Your Honor.

23 THE COURT: All right. Hang on. Let me hear the
24 question. Tell me your objection and I'll listen for it.

25 MS. MEDLIN: Well, obviously, this is not a witness

1 who is considered an expert in comparing documents.

2 THE COURT: Well, he can compare his document. I
3 thought he compared this document and witnessed the
4 execution of that document?

5 MS. MEDLIN: For the Will, but he's asking him to
6 compare signatures.

7 Q First of all, are you familiar with the signature of
8 Frank Lollis?

9 A I saw Frank Lollis sign many documents. Not often
10 his own name, but I've saw him sign many documents.

11 Q So you, therefore, are familiar with his signature?

12 A I assume I am.

13 Q Okay.

14 A Now, I saw him sign his name.

15 MR. FERGUSON: Your Honor, under South Carolina law
16 you don't need an expert on signatures. What you need is
17 someone who says they're familiar with the signature.

18 THE COURT: Well, I don't know the question yet and
19 she objected and I was kind of anticipated. Is that the
20 Will?

21 MR. FERGUSON: No, I'm just asking, what I'm trying
22 to get to is to ask him why the signature on the last page
23 is different from the signature on the first page.

24 THE COURT: Okay. That's a fair question.

25 MR. FERGUSON: The signature on the first page is

1 very clear, sprawling signature. And on the last page,
2 it's cramped and very shaky.

3 THE COURT: All right. So I overrule your objection.
4 It's the same document.

5 A Okay. I will say this is a very simple Will where he
6 left everything to his sister. He certainly didn't leave
7 anything to me. You know, I've probably met with Frank
8 Lollis 50 times and I don't recall what happened, but I
9 don't know of any reason why anyone else would have signed
10 his signature on here.

11 Q Okay. But you do concede that those signatures look
12 kind of different?

13 A I guess. It's the first time I've ever noticed, but
14 I guess. I don't know.

15 Q All right. Do you know if the money to buy the land
16 that we are talking about that's now titled in Kathleen
17 Lollis, did that, do you know where that money came from?
18 Is it possible that Frank bought that land and put it in
19 his mother's name?

20 A In my mind there's no question that Frank Lollis paid
21 for that land and it was put in his mother's name.

22 Q Okay. And you witnessed the Contracts of Sale, the
23 Contract of Sale to Lisa Dutton?

24 A I did.

25 Q Okay. When Lisa came to sign the Contract of Sale,

1 did it already have what purported to be Kathleen Lollis'
2 signature on it?

3 A Again, I don't have memory of everything that
4 happened, but I assume that Frank and I don't know who
5 signed first, but Frank and Lisa Dutton signed, you know,
6 dependent of each other.

7 Q If the Kathleen Lollis' signature had already been on
8 the document, been placed on the document before Lisa came
9 to sign it, there would have been no reason for her to ask
10 about a Power of Attorney, would there?

11 A I don't know. You know, I don't even know if Lisa
12 knew what a Power of Attorney was.

13 Q Okay.

14 A It just never came up.

15 Q But do you have any idea whether Lisa knew that
16 somebody had signed on Kathleen's behalf?

17 A Well, I handled six, seven different transactions
18 where Lisa bought property from Frank. And I would be
19 sure that at least one of them she saw Frank sign Lisa's,
20 Kathleen's name.

21 Q Okay. You handled all of Frank's real estate work?

22 A From 2006 until his death, I think I did. I wouldn't
23 have any way of knowing whether that's true or not. But I
24 handled a lot.

25 Q And you said that you handled the sale to Lisa Dutton

1 and was that at Frank's request?

2 A Of the Cemetary property?

3 Q Yes, sir.

4 A Oh, yes.

5 Q How would you characterize the relationship between
6 Frank Lollis and the Duttons?

7 A The only time I ever met Dennis, Frank and I, Lisa
8 was in a lot mobile home in Green Acres out on Reedy
9 River. And Frank and I went there and Dennis came to the
10 door and introduced me to him. But I, that's the first,
11 only time I've ever seen him. Frank and Lisa, I assume,
12 were friends, because they did a lot of transactions
13 together.

14 Q Do you have any idea how many real estate actions,
15 transactions that you handled between the Lollis' and the
16 Duttons?

17 A Yeah. Well, I went to the Clerk of Court's office
18 yesterday and looked them up. So she first bought a--

19 Q Well, you don't have go through all of them
20 individually.

21 A Okay. Oh, okay. I'd say, I think she and Frank were
22 involved in five different pieces of property.

23 Q All right. And but you didn't handle the sale to
24 Dennis Dutton?

25 A No. I had nothing to do with it.

1 Q Do you remember Lisa calling you about getting that
2 sale completed?

3 A Frank was in the hospice house in Greenwood. And
4 Lisa called me and asked me if Frank had contacted her
5 about a, I think she said deed, but it may have been a
6 contract. And I said no, that I haven't heard from him.
7 And I think she said, do you know how to get in touch with
8 him. And I said, well, he's in the, it's my understanding
9 he's in the hospice house. And she said something like
10 she was going to go down there and try to, try to see him.
11 But that, that's what I recall.

12 Q Before Frank got so sick, was he hands-on in his
13 business dealings with others or did he delegate things?

14 A He absolutely was hands-on.

15 Q And if a contract called for him to be paid, was he
16 serious about getting paid?

17 A I assume he was.

18 Q Is it likely that he would have signed a receipt for
19 payment if he hadn't been paid?

20 A From the time I knew Frank in 2006 until maybe a
21 year, year-and-a-half before he died, he was very sharp
22 and very aware. The last year or maybe a little more of
23 his life, he got less and less competent.

24 Q Can you tell me whether or not Linda Campbell had a
25 role in collecting payments from people buying property,

1 do you know?

2 A Kathleen's house, basically, if you facing it from
3 Indian Mound Road, she lived in the left-hand side and the
4 right-hand side was kind of a store building which I
5 understand her late husband used to have a store there.
6 At some point, Linda was looking for something to do. And
7 Frank, basically, set her up in a store there on, in the
8 part of the, on the right-hand part of that building
9 facing it. And it was my understanding that since the
10 store was opened, Linda began to make collections of
11 money.

12 Q Okay. If Frank were selling some property and he
13 didn't get paid, did he do a repossession and kick the
14 people off the land?

15 A I went through the Magistrate's Court and got a man
16 ejected from a piece of property in Greenwood County, and
17 I've seen a good many collection-type letters to other
18 people.

19 Q Did you ever have to launch any legal proceedings to
20 make the Duttons leave the land they were buying from the
21 Lollis'?

22 A No.

23 Q And you've already told us that Frank Lollis did
24 several deals with the Duttons?

25 A Yes. One, two, three, four, nine, nine different

1 documents recorded.

2 Q All right. You drafted a Contract of Sale and
3 Amendment to Contract of Sale concerning the sale of
4 property to the Duttons, I believe. Who asked you to do
5 that?

6 A Not to the Duttons. It was to Lisa Dutton.

7 Q Okay. To Lisa?

8 A Right. Frank, Frank asked me to do it.

9 Q Okay. We talked before and I asked you about whether
10 the Contract of Sale had already been signed and you said
11 you didn't have a specific recollection of whether it'd
12 already been signed before Lisa got there. But, in
13 general, as far as how these things usually went, were
14 buyers typically presented with Contracts of Sale that
15 already had Kathleen Lollis' alleged signature affixed?

16 A No.

17 Q When the title to the trailer, you said that Frank
18 needed to correct the Contract of Sale because it had the
19 wrong trailer listed. At some point was Lisa's signature
20 needed and at some point, was that forged?

21 A Lisa's signature was needed and I suspect that I gave
22 the contract to Frank to get Lisa to sign.

23 Q And you think maybe Frank just put her signature on
24 it?

25 A I don't know.

1 Q Okay. But it wasn't unusual for Frank to sign other
2 people's names to legal documents, was it?

3 A Frank put some stuff in Linda's name. He put some
4 stuff in his niece, Amy's, name and he did not put their
5 signature on any documents. When that was needed, they
6 would come to my office and sign, but he did sign his
7 mother's name.

8 Q Okay. And you believed that he had a Power of
9 Attorney that let him do that?

10 A The first time I ever met Frank is in 2006 and he
11 called me and said he was buying a piece of property on
12 Buzhardt Road and wanted me to handle it for him. I
13 didn't know him. I'd never met him. I didn't know
14 anything about him. But one of the first things he told
15 me was that he had kind of a checkered past, which I
16 didn't look into. But I assume that he had some judgments
17 or tax liens or something against him and that he couldn't
18 hold property in his name and that he lived with and took
19 care of his mother. And he put property in her name and
20 that Mr. Whiteside had done it before and I'm kind of like
21 Hillary Clinton and her emails.

22 MS. MEDLIN: Objection, Your Honor.

23 THE COURT: What's, what's the objection?

24 MS. MEDLIN: Hearsay as far as the truth of the
25 matter asserted to other parties.

1 MR. FERGUSON: I think it's partly an admission
2 against interest, but I think that it is admissible.

3 THE COURT: I'm going to let him answer. I
4 understand your objection. It's not for the record but
5 overruled.

6 A You know, if I had known then what I know now, I
7 would have delved into it further. But he showed me a
8 document which I believed, I believe at the time was a
9 Power of Attorney.

10 Q And certainly he acted as if it was a Power of
11 Attorney, right?

12 A Yes.

13 Q Okay. And did his mother ever complain about his, to
14 you about his signing things on her behalf?

15 A No. I think his mother was fully aware that he was
16 transacting business in her name.

17 Q And she never complained about that, did she?

18 A She never complained about it and the reason I know
19 she knew something about it, is that he owned a piece of
20 property up on Highway 25 which they call the Schoolhouse.
21 And someone sued him about getting hurt on a mobile home
22 and they sued Frank and Kathleen. And we had a trial and
23 Kathleen came in and she didn't testify. But she sat
24 through the whole trial and it was discussed in-depth
25 about the property being in Kathleen's name. So it's my

1 belief that she certainly knew Frank was transacting
2 property in her name.

3 Q Okay. With regard again to the trailer that Frank
4 was selling to Lisa on Cemetary Road, he never said
5 anything to you about not following through with that
6 sale, did he?

7 A No.

8 Q So he was trying to facilitate that sale and make it
9 go through?

10 A The first one. Yeah, the one I handled, yes.

11 Q Okay. And he hired you to help with that process to
12 get the Contract of Sale straight and the trailer title
13 straight?

14 A Yes, sir.

15 Q Do you know anything about Linda Campbell's lien on
16 Lisa Dutton's trailer?

17 A No.

18 Q Did you ever see any document that's supported her
19 having such a lien; that showed that she had paid any
20 consideration to have that lien?

21 A No.

22 Q Are you aware that Frank transferred title to a
23 trailer on Cemetary Road to Dennis Dutton before Mr.
24 Lollis died?

25 A No.

1 Q Okay. But you didn't have anything to do with the
2 sale to Dennis Dutton?

3 A No, I had nothing to do with it.

4 Q Do you know anything about a Durable Power of
5 Attorney between Kathleen Lollis and Linda Campbell?

6 A Yes, I prepared that, I think I prepared that
7 document.

8 Q Kathleen Lollis says that she didn't sign it. Do you
9 know anything about that?

10 A No.

11 Q What businesses did Frank have?

12 A Frank's main business was moving and setting up
13 mobile homes. That was his main business.

14 Q And did he also install septic tanks?

15 A I think he did, yes.

16 Q Do you know if he did grading on land as well?

17 A I know he had a lot of equipment behind his house so
18 I assumed he must have.

19 Q What kind of equipment did he have behind his house?

20 A I'm not an expert on equipment, but I think he had
21 some bulldozers and maybe tractors. And I know he had a
22 couple of trailers you pull behind a truck because I
23 borrowed one of them from him a couple of times.

24 Q Did he have something to dig for septic tanks, do you
25 know?

- 1 A I assume he did.
- 2 Q Okay.
- 3 A I don't know.
- 4 Q Do you know if Frank did a lot of his business in
5 cash?
- 6 A I know absolutely he did.
- 7 Q He did?
- 8 A He did, absolutely.
- 9 Q And where did he keep his cash?
- 10 A Frank always had a lot of cash on him on, in his
11 wallet.
- 12 Q How much would he carry on him?
- 13 A In his wallet. I don't know, but it was my
14 impression that he had a, I mean, it may have been a stack
15 of one dollar bills for all I know. But he had a lot of
16 cash.
- 17 Q Where did he store his cash?
- 18 A I don't know.
- 19 Q Did Frank Lollis ever ask you to call Lisa Dutton and
20 tell her he was ready to sign a deed to her, do you know
21 anything about that?
- 22 A No.
- 23 Q Okay. Were the Duttons the only people who had
24 trouble getting a deed after paying off their contract,
25 and I'll ask you about Tim Coleman.

1 A I'm not aware of it, no.

2 Q You didn't help Tim Coleman get his deed from Linda
3 Campbell?

4 A I think, I get the names mixed up, but Linda told me
5 that Tim Coleman claimed that he had paid his thing off or
6 his account off. And Linda checked into it and she told
7 me that, in fact, he did. And I did do a deed for, I
8 don't know who, I don't know whether it was from Kathleen,
9 Linda or Amy. But I did a deed from someone to Tim
10 Coleman.

11 Q Thank you.

12 MS. MEDLIN: Your Honor, I do have a redirect.

13 THE COURT: That's fine.

14 MS. MEDLIN: Okay.

15 REDIRECT EXAMINATION

16 By Ms. Medlin:

17 Q Mr. Scurry, in regard to the Cemetary Road property
18 and the deed from 1999.

19 A Right.

20 Q You testified that you were not present for that
21 closing, right?

22 A Absolutely not. I didn't know Frank Lollis till
23 2006.

24 Q Okay. So do you know who was present at that
25 closing?

1 A I assume that Mr. Whiteside and some of his employees
2 were, but I don't know.

3 Q Okay. So do you know if Frank Lollis was even
4 present at that closing?

5 A I have no idea.

6 Q And in regard to the money used to pay for that
7 property, do you have any knowledge as to where that money
8 came from?

9 A I have an opinion. I don't have any knowledge.

10 Q Okay. So you were not there for the actual closing
11 of the property?

12 A Absolutely not.

13 Q Okay. So you would not know then if Ms. Lollis paid
14 for that property; is that correct?

15 A I have an opinion. I don't have any direct
16 knowledge.

17 Q Okay. Now, Mr. Scurry, going back to the execution
18 of the, what we'll call the first contract, the alleged
19 one between Kathleen Lollis and Lisa Dutton. You've
20 testified today that you don't quite recall that meeting,
21 is that right?

22 A I know I had several meetings with the, Frank and
23 Lisa Dutton. As I said she was in four or five different
24 properties that he had an interest in. And so I don't, I
25 think several times -- I live on Lake Greenwood and Frank

1 several times brought Lisa to my home and I think that's
2 probably what, when it happened, but I'm not one-hundred
3 percent sure.

4 Q Okay. So do you recall then if Lisa Dutton saw Frank
5 Lollis sign Kathleen Lollis' name?

6 A I assume she did.

7 Q So based on your recollection, do you believe that
8 the document was presented to Lisa already having Kathleen
9 Lollis' name on it?

10 A I don't believe that to be the case, no.

11 Q And did you have any sort of agreement? Did Kathleen
12 Lollis hire you to prepare documents related to Cemetary
13 Road?

14 A No.

15 Q Okay. So it was actually Frank that you represented,
16 is that right?

17 A That's correct.

18 Q You testified that Lisa Dutton contacted you and you
19 informed her that Frank Lollis was in Hospice House. Do
20 you know what or what did Lisa explain to you as her
21 reason for saying she was going to contact Frank at the
22 Hospice House?

23 A The purpose of Lisa's call was to ask me if Frank had
24 contacted me about a deed. I don't think she said what
25 piece of property it was, and I told her that I hadn't

1 heard from Frank in quite some time, because he was quite
2 ill at the time. And I can't recall whether she knew he
3 was in Hospice House or something. I think I said that I
4 went down there to see him and he was, I don't know
5 whether he was asleep or unconscious. But I couldn't talk
6 to him and she said well I'm going to go down there.
7 That's what I remember.

8 Q And did she express to you the reason?

9 A I assume that since she called me about a deed she
10 wanted, that that was the reason she was going down there.
11 But, you know, she could have just been going on a visit.
12 I don't know.

13 Q And at that point, had Frank Lollis contacted you
14 about the second piece of property?

15 A No.

16 Q So he never contacted you with any intent to sell
17 that piece of property to Dennis Dutton?

18 A No.

19 Q In regard to Ms. Linda Campbell's being at the store
20 you testified that she received rent payments from other
21 people. Do you have any knowledge as to whether or not
22 Ms. Campbell was aware of what particular properties any
23 of those payments were related to?

24 MR. FERGUSON: This is kind of the same thing that we
25 dealt with before where he's, she's asking if he knew what

1 somebody else was thinking.

2 MS. MEDLIN: No.

3 THE COURT: I sustain that objection. He knew of
4 some payments. I think that's about as specific as you
5 need to get. Her testimony, we'll go from that and that's
6 part of the process we're going through.

7 Q Mr. Scurry, based on your relationship with Frank
8 Lollis, is there any reason that you know of that if the
9 Duttons had not paid Frank Lollis, what they alleged to
10 have paid, whether or not he would have pursued them to
11 get them off the property?

12 A I assumed that he would have.

13 Q And do you have any knowledge or information as to
14 whether or not he did pursue them at any point?

15 A He did not through me.

16 Q Okay. You testified that you are aware of a Power of
17 Attorney that would appear to designate Linda Campbell as
18 the Power of Attorney for Kathleen Lollis, is that right?

19 A That's correct.

20 Q Okay. So you did prepare that document?

21 A I either prepared it or I knew about it. At some
22 point it was obvious Frank was getting incompetent and it
23 was sort of agreed that Linda was going to kind of take
24 over.

25 Q Can you tell me if you recognize this document?

- 1 A Yes, I do.
- 2 Q And is that a Power of Attorney that you prepared?
- 3 A Yes.
- 4 Q And can you tell me who that Power of Attorney
- 5 relates to?
- 6 A It's a Power of Attorney where Kathleen Lollis
- 7 appointed Linda Campbell as her attorney-in-fact.
- 8 Q And if I could refer you to the last page, what
- 9 appears to be the signature of Kathleen Lollis?
- 10 A Right.
- 11 Q Did Kathleen Lollis sign that document?
- 12 A Yeah, I assume she did. I don't know of any reason
- 13 why she wouldn't have.
- 14 Q Do you recall where you were when Ms. Lollis signed
- 15 this document?
- 16 A I think I brought that document up to her home and
- 17 she signed it.
- 18 Q And can you tell me who the witnesses are there on
- 19 that document?
- 20 A Myself and my son.
- 21 Q And the two of you are witnessing Kathleen Lollis'
- 22 signature, is that correct?
- 23 A That's correct.
- 24 Q And so did you and your son travel to Ms. Lollis'
- 25 house?

1 A I think so, but I'm not one-hundred percent sure of
2 that.

3 Q But it is your testimony that Kathleen Lollis signed
4 this document?

5 MS. MEDLIN: Your Honor, this has actually been
6 submitted by Counsel. What exhibit number.

7 REPORTER: Number 12.

8 MS. MEDLIN: So that's already been submitted as
9 Defendant's Exhibit 12.

10 MR. FERGUSON: I object.

11 THE COURT: And subject to your objection. You
12 through?

13 MS. MEDLIN: Yes, no other questions.

14 THE COURT: Very good. All right.

15 RE CROSS-EXAMINATION

16 By Mr. Ferguson:

17 Q The Power of Attorney that Frank signed, after it was
18 signed, who took possession of that document, do you
19 remember?

20 THE COURT: Now, wait a minute.

21 A Frank--

22 THE COURT: Hang on, Mr. Scurry. The Power of
23 attorney to Ms. Lollis is in her daughter's, is what I'm
24 talking, talking about is Exhibit 12.

25 A The Power of Attorney from Frank to Linda?

1 Q Right.

2 A I think it was given to Frank, but I'm not a
3 one-hundred percent sure.

4 Q Do you know who took that to the courthouse to be
5 recorded?

6 A I'm sure I did. I don't think Frank would have known
7 how to do that.

8 THE COURT: Which exhibit was this, Frank to Linda
9 Power of Attorney? I thought Exhibit 12 was the Power of
10 Attorney from Ms. Lollis to Ms. Campbell, and now we're
11 talking about a Power of Attorney from Frank Lollis to Ms.
12 Campbell.

13 MR. FERGUSON: Number 19.

14 Q All right. You said that you think that once it was
15 signed that Frank took the document?

16 A Well, I think that I sent to the Laurens Clerk of
17 Court to be recorded and when I got it back, I sent it to
18 Frank. That's what I think.

19 Q It was signed on November the 8th of 2012, is that
20 correct?

21 A I assume.

22 Q Well, I mean, that's the date on the document.

23 A Yeah, that's the date on the document.

24 Q Okay. What's the date when it was recorded?

25 A April of 2013.

1 Q Okay. So several months went by before it was
2 recorded.

3 A I would assume.

4 Q If Frank took the document with him after he signed
5 it, then how do you think it got recorded, do you know?

6 A I'm guessing that the document was left with me and
7 then recorded later. I don't know that, but I'm guessing.

8 THE COURT: That's the Healthcare Power of Attorney
9 and not a Durable Power of Attorney?

10 Q Who would have decided when to record that document?

11 A I don't know. And, you know, it was a fairly routine
12 document where Frank appointed his sister and I don't know
13 of any controversy about it, but I just don't recall what
14 happened.

15 Q Okay. Earlier you said that you were sure that Frank
16 had paid for the Cemetary Road property and later you said
17 that that was your opinion. On what do you base that
18 opinion?

19 A I based it on the fact that Frank bought and sold a
20 lot of property in his mother's name. And I just don't,
21 it's never my impression that his mother was in the real
22 estate business.

23 Q As far as you know was her only income Social
24 Security?

25 A I have no idea what her income was.

1 Q All right. Okay.

2 THE COURT: All right. You may step down.

3 MR. SCURRY: Thank you, sir.

4 THE COURT: All right. Folks, a good time for a
5 lunch break.

6 (Whereupon, a lunch break was taken at 12:45 p.m.)

7 THE COURT: You ready to begin?

8 MS. MEDLIN: Yes, Your Honor.

9 THE COURT: All right. Call your witness.

10 MS. MEDLIN: Your Honor, the Plaintiff calls Ms.
11 Heather Fields.

12 HEATHER FIELDS, being
13 first duly sworn, testified as follows:

14 DIRECT EXAMINATION

15 By Ms. Medlin:

16 Q Please state your full name for the Court's record?

17 A Heather Holly Fields.

18 Q And where do you reside currently?

19 A In Ware Shoals, South Carolina.

20 Q Okay. And can you tell me, please, do you work
21 presently?

22 A Yes, ma'am.

23 Q And what is your occupation?

24 A I am the Town Clerk/Treasurer with the Town of Ware
25 Shoals.

1 Q Okay. And do you have any sort of certifications or
2 anything related to your work there?

3 A I am a certified municipal clerk and a notary public.

4 Q Okay. And do you recall your date of commission or
5 when your commission expires?

6 A I just renewed so now it expires on May 23rd, 2024,
7 but before that, it expired June 2014.

8 Q Okay. Ms. Fields, can you tell me, do you know the
9 Plaintiffs in this case, Ms. Kathleen Lollis and Linda
10 Campbell?

11 A No, I don't personally know them.

12 Q Okay. And do you know the defendants in the case,
13 Lisa Dutton, Dennis Dutton or Kelsey Dutton?

14 A Yes.

15 Q Okay. And how do you know them?

16 A My son went to school with Kelsey and I met Ms.
17 Dutton and those through that and we also attend church at
18 the same church.

19 Q Okay. So approximately how long would you say that
20 you've known the Duttons?

21 A About five or six years.

22 Q Ms. Fields, can you tell me, please, if you recognize
23 that document? It is a document marked Plaintiff's
24 exhibit number 4. Do you recognize that?

25 A Yes.

1 Q Okay. And can you tell me what you believe that
2 document is?

3 A It looks like a Contract of Sale for property.

4 Q Okay. And do you recall having seen that document
5 prior to today?

6 A Yes, because I notarized it.

7 Q Okay. And if you will, please, tell us the date of
8 that document?

9 A And going by the first page is 12/20/2012, or where
10 their signatures is it says 12/17/2012.

11 Q Okay. And so do you recall seeing that document on
12 December 17th, 2012?

13 A Yes.

14 Q Okay. And if I may refer you to the second page of
15 this document, do you see some signatures there?

16 A Yes.

17 Q Okay. Can you tell me, please, what you remember
18 about this particular document?

19 A I remember, well, it's been so long ago. I remember
20 them be, coming into Town Hall. It's Lisa and Mr. Lollis,
21 and I can't remember if Kelsey was there. But I can't
22 remember if Dennis was there. And they came in and asked
23 me would I notarize a paper and they signed it in front of
24 me, and then I notarized the third page.

25 Q Okay. And so on the third page you do agree then

1 that that is your signature and your notary?

2 A Yes, ma'am.

3 Q Okay. And had you ever met Mr. Frank Lollis prior to
4 that date?

5 A Yes. They had been in one other time to have a
6 document notarized and he came with them.

7 Q Okay. And so how did you know that he was Frank
8 Lollis?

9 A Well, the first time he came in he showed me his
10 license but the second time, I remember him. He looked,
11 you know, the same, like the same gentleman.

12 Q So how would you describe him?

13 A The only thing I remember about him that day is he
14 had on Crocs and it was extremely cold. And he had kind
15 of white-colored hair, short stature. I really don't
16 remember too much else about him.

17 Q And are you aware that Frank Lollis is now deceased?

18 A Yes.

19 Q And how do you know that?

20 A After I received information that this was coming to
21 court, my understanding then that he had passed away and
22 all this was taking place.

23 Q And do you recall giving your deposition in this
24 case?

25 A Yes.

1 Q And so would you agree that you gave a deposition in
2 this case on November 26th of 2013?

3 A Yes.

4 Q And do you recall answering questions about whether
5 or not you knew who Frank Lollis was?

6 A Yes.

7 MS. MEDLIN: This is the original of that transcript
8 from Ms. Fields.

9 THE COURT: Well, she testified to its existence?

10 MS. MEDLIN: Yes.

11 THE COURT: Okay. You didn't give her a document.

12 MS. MEDLIN: Well, I can give her either my copy or
13 that back.

14 THE COURT: All right. Court's 1.

15 (Whereupon, Court's exhibit 1 marked for
16 identification only.)

17 Q Okay. Ms. Fields, I'm handing you what's been marked
18 as Court's exhibit number 1 which is a transcript from
19 your deposition. Okay. Ms. Fields, if you would please
20 turn to page 13 of that transcript and if you would go
21 about half way down the page. I am sorry. If you will
22 flip to page 14, okay, and at the top of the page the
23 question at line 2 is, "Do you recall the appearance of
24 Mr. Frank Lollis," and can you read for me your response?

25 A I said, "No, right off the top of my head, no."

1 Q Okay. And did you give any description as far as
2 what he was wearing or what you thought he looked like on
3 that?

4 A No.

5 Q Okay.

6 THE COURT: How would she do that if she didn't
7 recall him then and she recalls him today. And why would
8 she say I don't recall then, give details? If you don't
9 recall, you don't give details.

10 MS. MEDLIN: Well, Your Honor, we're progressing
11 through the transcript to also refer to other matters that
12 are inconsistent with what she's testified to today as
13 relates to the driver's license.

14 THE COURT: Okay. Move it along.

15 MS. MEDLIN: Okay.

16 Q Okay. If you will turn to page 15, line 8 the
17 question asked of you is, "But you can't recall what Frank
18 Lollis looks like," and can you read for me what your
19 answer was starting at line 10?

20 A "No, because that was the first time I'd ever met him
21 and I meet people every day."

22 Q Okay. And the next question asked of you is, "On
23 this particular day, did you ask to see each person's
24 photo identification."

25 A And I stated, "No, I failed to do that."

1 Q And so today you're stating that you did actually ask
2 for Mr. Lollis' identification?

3 A The first one in March I did. And when I did my
4 deposition I didn't really think about it till I got back
5 to Town Hall and I couldn't just, I was so aggravated with
6 myself that I couldn't remember what this man looks like
7 and what happened that day that I went back and sat down
8 and thought about everything. But I knew once you do a
9 deposition, you can't go back and change because all the
10 parties are not there together.

11 Q Okay. Well, let's continue reading on that same
12 page.

13 A Okay.

14 Q Starting on line 15 the question asked of you is, "So
15 if someone else appeared saying that they were Frank
16 Lollis" based on this day in question--

17 THE COURT: So I'm clear this date in question, is it
18 the first one or the other one because she's testified
19 today about two. The first one she remembers one way; the
20 second one, there was no other event. And when you're
21 talking about the day in question, now what is that?

22 MS. MEDLIN: This is related to the December date.

23 THE COURT: I still don't know whether that's the
24 first one or the second one.

25 MS. MEDLIN: Okay. That would be the second day.

1 THE COURT: Okay.

2 MS. MEDLIN: Okay.

3 Q So again referring to your testimony regarding the
4 second date that you notarized the document the question
5 is, "So if someone else appeared saying they were Frank
6 Lollis based on this day in question, you would not be
7 able to confirm whether or not they had any photo
8 identification that confirmed that." And what was your
9 response?

10 A It was, "Yes."

11 Q Okay. And following on that, the question asked of
12 you is, "And do you generally ask for photo identification
13 if somebody else ask, if somebody asks you to notarize a
14 signature." And starting on line 24, what was your
15 response?

16 A "Yes, I do. That was a failure on my part not to ask
17 for his identification."

18 Q And if we turn to page 16 the question is, "And would
19 you agree that perhaps the reason you didn't ask for
20 identification on this particular day was because you had
21 a personal relationship with Lisa Dutton." And what was
22 your response?

23 A "Not a personal relationship, because I did know who
24 they were."

25 Q And in response to that the question was, "So you

1 trusted." And your response is?

2 A "Yes."

3 THE COURT: But you never asked her that on the
4 record.

5 MS. MEDLIN: Well and it breaks up. The next part
6 is, "That she would be presenting truthful information."

7 A Yes.

8 MS. MEDLIN: And her response was yes.

9 THE COURT: The rules allow you to provide notice to
10 both sides and for what parts of the deposition you want
11 published. That's not how you use a deposition. You use
12 it to impeach her.

13 MS. MEDLIN: Well, Your Honor, it is going to her
14 testimony on inconsistent testimony that she's provided
15 here today based on her deposition.

16 THE COURT: I'm not going to allow you to, several
17 questions about her relationship with Lisa Dutton.

18 MS. MEDLIN: Okay.

19 THE COURT: Not if you never gave her an opportunity
20 to provide an answer.

21 MS. MEDLIN: Sure. Well, we would ask that the
22 portion as relates to the identification of Frank Lollis
23 be submitted to the Court as the exhibit.

24 THE COURT: It is solely accepted.

25 MS. MEDLIN: Thank you.

1 (Whereupon, Court's Exhibit 2 was marked for
2 identification only.)

3 Q Okay. Ms. Fields, I'm going to show to you a
4 document which has previously been marked as Plaintiff's
5 Exhibit 11, and this is a compilation of documents. But I
6 would refer you to this particular document. Can you tell
7 me if you recognize that?

8 A Yes.

9 Q And can you tell me what that is?

10 A It looks like a receipt for sale of property.

11 Q Okay. Have you seen that document before?

12 A Yes.

13 Q And is that your notary there?

14 A Yes, it is.

15 Q So did you sign that document?

16 A Yes, I did.

17 Q And what is the date that you notarized it?

18 A I notarized it on 3/5/12. That's when they came to
19 Town Hall.

20 Q Okay. And in regard to the signatures on that page
21 can you tell me what signatures appear to be on that
22 document?

23 A Frank Lollis, Lisa Dutton, May Smith and Dennis
24 Dutton.

25 Q And what is the date of the signatures?

1 A They had typed in 2/27/12.

2 Q And so do you recall seeing all of those people sign
3 that document?

4 A Yes, I do.

5 Q Okay. But you didn't notarize it until March 5,
6 2012, is that correct?

7 A That was the date that they came to Town Hall and
8 signed in front of me.

9 Q Okay. And did you ask for each party's photo
10 identification on that day?

11 A That was the first time I asked Mr. Lollis for his.

12 Q Okay.

13 A I knew the other parties involved.

14 Q Okay. But yet later in December 2012, you did not
15 recall what Frank Lollis looked like?

16 A At the time of my deposition, I didn't recall what he
17 looked like. That was at the time of deposition, not in
18 December when I notarized the papers.

19 Q Why didn't you state that you had previously asked
20 for Mr. Lollis' identification?

21 A I can't answer that.

22 Q Now this particular document refers to an exchange of
23 money allegedly, right?

24 A Correct.

25 Q Okay. And what is the amount stated there?

- 1 A It says \$35,000.00 dollars in cash.
- 2 Q Okay. Now did you witness any money being exchanged
- 3 on this particular occasion?
- 4 A I did not.
- 5 Q Okay. So you did not see an exchange of money when
- 6 the parties came to you for it to be notarized?
- 7 A No, ma'am.
- 8 Q Okay. And have you ever witnessed any money being
- 9 exchanged between any of the defendants and Mr. Frank
- 10 Lollis?
- 11 A No, ma'am.
- 12 Q Have you ever witnessed any money being exchanged
- 13 between the defendants and Ms. Kathleen Lollis?
- 14 A No, ma'am.
- 15 Q And I'll ask you the same question, any money that
- 16 you've witnessed being exchanged between the defendants
- 17 and Ms. Linda Campbell?
- 18 A No, ma'am.
- 19 Q Okay. Have there been any occasions where Lisa
- 20 Dutton has presented a document to you to be notarized
- 21 that already had signatures on it?
- 22 A Not that I can recall.
- 23 Q So there is, there was no occasion where she
- 24 presented a document to you that had already--
- 25 MR. FERGUSON: Asked and answered, Your Honor.

1 THE COURT: Move on.

2 MS. MEDLIN: I'll move on.

3 THE COURT: Okay.

4 Q And in regard to the Contract of Sale, the one that
5 you've testified to that you notarized in December of
6 2012, did you see Kathleen Lollis sign that document?

7 A No, I did not and I stated that in the deposition.

8 Q Okay. So if Lisa Dutton has never presented
9 documents to you to be notarized, yet you did not see
10 Kathleen Lollis sign that document, how is it possible
11 that you were able to notarize it?

12 A Apparently, when I notarized this one, I didn't even
13 pay attention that that was signed up there to her name
14 being on the document.

15 Q Okay. So it is possible then that Ms. Lisa Dutton
16 has presented documents to you to be notarized--

17 MR. FERGUSON: It calls for speculation, Your Honor.

18 MS. MEDLIN: Well, Your Honor, it's in the--

19 THE COURT: I'm going to let her answer that.

20 Q It is possible that--

21 A Yes.

22 Q --Lisa Dutton has presented documents to you to
23 notarize that were already signed?

24 A Yes.

25 Q Okay.

1 A That is possible.

2 Q Now, if we refer to that same document, did you see
3 Frank Lollis sign that document on that day?

4 A Yes.

5 Q If I can present to you again your deposition and
6 again, referring to this same contract, if you will turn
7 to page 18 and if you'll look about, are you at page 18?

8 A Yes.

9 Q Okay. If you'll look about halfway down the question
10 is, "On December 17, 2012, Lisa Dutton came to Town Hall
11 and what happened at that point." And what was your
12 response?

13 A "On December 17, 2012, Lisa Dutton came to Town
14 Hall," and you asked me what happened, "She had brought me
15 this document to be notarized and I notarized the
16 document." And that's really all I could remember when I
17 gave my deposition.

18 Q So, Ms. Fields, is it possible that you have
19 notarized documents for Lisa Dutton, the defendants in
20 this case without having actually seen all of the parties
21 sign the document?

22 MR. FERGUSON: I believe she's already asked that and
23 it's been answered.

24 THE COURT: I will let her answer it again because
25 she already said Ms. Kathleen Lollis didn't sign in her

1 presence.

2 A Yes.

3 THE COURT: And perhaps you didn't notice it but
4 that's what she said.

5 A Correct.

6 THE COURT: Answer it again.

7 MS. MEDLIN: Okay. Okay. Thank you.

8 THE COURT: Did she answer it?

9 MS. MEDLIN: Yes.

10 THE COURT: Okay.

11 MS. MEDLIN: Okay. No further questions. Please
12 answer any questions of Mr. Ferguson.

13 CROSS-EXAMINATION

14 By Mr. Ferguson:

15 Q Ms. Fields, I show you Defendant's Exhibit 1. Is
16 that the person who represented himself to be Frank
17 Lollis?

18 A Yes, sir.

19 Q And that's the one who signed the documents?

20 A Yes, sir.

21 Q I show you this document. Is, first of all, is that
22 your signature at the bottom?

23 A Yes, sir.

24 Q And it says that Frank Lollis is telling you that he
25 received \$35,000.00 dollars in cash. Did Frank Lollis

1 sign that document?

2 A Yes, sir.

3 MR. FERGUSON: I'd like to introduce that.

4 REPORTER: That will be, that will be number 29.

5 THE COURT: Is that a portion of that packet?

6 MS. MEDLIN: It's in the packet that's already been
7 submitted.

8 MR. FERGUSON: This is an original or a copy.

9 THE COURT: Okay. That's original?

10 MR. FERGUSON: Yeah.

11 THE COURT: This is a page out of it, but this is the
12 original now admitted as a Defendant's exhibit number 29.

13 (Whereupon, Defendant's Exhibit 29 was admitted into
14 evidence.)

15 Q All right. I am showing you a document and is that
16 your signature at the bottom?

17 A Yes, sir.

18 Q It says that Frank Lollis is acknowledging that he's
19 received \$1,400.00 dollars in cash to be applied to Lisa
20 Dutton's payments on 1032 Cemetary Road in Ware Shoals.
21 Is that Frank Lollis' signature?

22 A Yes, sir.

23 Q And did he sign that in your presence?

24 A Yes, sir.

25 MR. FERGUSON: I'd like to introduce this.

1 REPORTER: This is number 30.

2 (Whereupon, Defendant's Exhibit 30 was admitted into
3 evidence.)

4 MR. FERGUSON: That's all the questions I have of
5 this witness.

6 THE COURT: Okay. Anything in redirect?

7 MS. MEDLIN: Briefly, Your Honor.

8 THE COURT: Okay.

9 REDIRECT EXAMINATION

10 By Ms. Medlin:

11 Q In regard to the document you've just testified to
12 labeled Defendant's exhibit number 30, are you now
13 testifying that you actually saw Frank witness documents
14 on three different occasions?

15 A Yes, I remember that one because they came in
16 together. Mr. Lollis and Ms. Dutton.

17 Q Okay. So how many times did--

18 A It would be three.

19 Q --Frank Lollis come in to see you for something to be
20 notarized?

21 A It would be three times.

22 Q Okay. But prior you testified that you weren't sure
23 if you had asked for his identification, correct?

24 A I didn't ask for his I.D. on that one because that
25 was after the first time he had come in and asked for that

1 to be notarized.

2 Q Okay.

3 A That was in October after the March paper had been
4 notarized.

5 Q And in regard to the statement here on this document
6 that there claims to be a payment of \$1,400.00 dollar
7 cash, did you see any money exchange in this occasion?

8 A No.

9 Q Okay. So you did not see any money exchange between
10 the defendants and Frank Lollis on October 1st, 2012?

11 A No.

12 Q Okay. Just a moment.

13 MS. MEDLIN: No further questions, Your Honor.

14 RECROSS-EXAMINATION

15 By Mr. Ferguson:

16 Q Did you see any sign that Frank Lollis was being
17 coerced into signing those documents?

18 A No, sir.

19 Q Did you see any sign that he was not in his right
20 mind?

21 A No.

22 Q Did he appear normal?

23 A As far as I can remember, yes.

24 Q And he didn't look like he was being coerced in any
25 way?

1 A No, sir.

2 Q Thank you.

3 THE COURT: You may step down.

4 MS. FIELDS: Thank you.

5 MS. MEDLIN: Your Honor, I'm not sure if Mr. Ferguson
6 would have any objections as to whether or not he would
7 agree to let, release Ms. Fields?

8 MR. FERGUSON: No problem.

9 THE COURT: All right. Enjoy your day.

10 MS. MEDLIN: You ready?

11 THE COURT: Go ahead.

12 MS. MEDLIN: At this time the plaintiff calls Mr.
13 Marvin Dawson.

14 MARVIN DAWSON, being
15 first duly sworn, testified as follows:

16 DIRECT EXAMINATION

17 By Ms. Medlin:

18 Q Okay. Would you state your full name for the Court's
19 record?

20 A Marvin H. Dawson, Jr., known also as Mickey Dawson.

21 Q Okay. And, Mr. Dawson, what is your present
22 occupation?

23 A I'm a forensic document examiner sometimes referred
24 to as a handwriting expert.

25 Q Okay. And are you employed by any agency or what is

1 your position currently?

2 A I am retired from the State of South Carolina. I
3 have a private practice.

4 Q Okay. And what type of documents, in particular, do
5 you examine?

6 A Basically, any type of document as questioned in one
7 way or another. Handwriting is probably seventy-five
8 percent of the living of a normal document examiner. You
9 also have inks, papers, obliterations, a number of
10 examinations.

11 Q Okay. And what is your education?

12 A Undergraduate and graduate degree from University of
13 South Carolina. I'm a graduate of FBI National Academy.

14 Q Okay. And did you have any relevant employment prior
15 to your current field?

16 A Yes, I was employed by the South Carolina Law
17 Enforcement Division in 1972. In 1973, I began a two-year
18 internship with the Georgia Bureau of Investigation as a,
19 in the document laboratory. Came back and started SLED'S
20 document lab. Had workshops, training, and workshops
21 through the FBI, Secret Service, most of the government
22 organizations and attended workshops and conferences
23 across the United States the past 40 years.

24 Q Okay. And do you have any additional or other
25 training other than what you've described that would be

1 relevant to this particular field?

2 A I am Board Certified by the American Board of
3 Forensic Document Examiner's. I'm a member of the
4 American, Society of Questioned Document Examiner's. I'm
5 a member of the Southeastern Association of Document
6 Examiner's in the Document Section of the American
7 Academy.

8 Q And any other certifications or anything you haven't
9 already disclosed?

10 A Well, I think that pretty much covers it.

11 Q Okay. And so what are your particular qualifications
12 or areas of expertise as relates to forensic document
13 examining?

14 A I cover pretty much all the examinations as requested
15 by clients. In this particular case here would be
16 handwriting.

17 Q Okay. And do you have any court experience or prior
18 testimony in this area?

19 A I have testified over 350 times in federal, state,
20 municipal courts, court marshals primarily in South
21 Carolina, but I have testified and have been available in
22 about seven other states.

23 Q Okay. And that's been more specifically related to
24 the area of handwriting analysis?

25 A Yeah, handwriting each time I was qualified, yes, or

1 document examination work.

2 Q Okay. And can you tell me, please, if you recognize
3 this document?

4 A Yes, this is a copy of my C.V.

5 Q Okay. And this is a current C.V.?

6 A It's probably two years ago but yes, it's current as
7 such.

8 Q Okay.

9 MR. FERGUSON: No objection.

10 MS. MEDLIN: Your Honor, at this time we would move
11 to submit this document known as Plaintiff's exhibit?

12 REPORTER: That will be number 14.

13 MS. MEDLIN: 14.

14 MR. FERGUSON: Your Honor, we agree that he meets the
15 minimum standards to be an expert witness. But we
16 certainly don't, we reserve the right to deal with his
17 opinions.

18 THE COURT: All right. So he is qualified as a
19 forensic document examiner as a handwriting expert in this
20 trial and his opinion will be subject to
21 cross-examination.

22 (Whereupon, Plaintiff's Exhibit 14 was admitted into
23 evidence.)

24 MS. MEDLIN: Thank you, Your Honor.

25 THE COURT: You got any voir dire or qualifications,

1 Mr. Ferguson, or do you want to qualify him as an expert
2 and then cross-examine.

3 MR. FERGUSON: Yeah, I'll just cross-examine him
4 later.

5 THE COURT: All right. Fair enough. Proceed.

6 Q Okay. Mr. Dawson, how did you first become involved
7 in this particular case?

8 A As I recall, it was a request from you and your
9 office.

10 Q Okay. And when you were contacted by my office what
11 were the instructions as relates to this case, what were
12 you asked to do?

13 A Examine documents as to find if the documents were
14 genuine or non-genuine, signatures.

15 Q Okay. And were you, what steps did you take at that
16 point, once it was related to you what we were asking of
17 you?

18 A It was fairly straightforward. That certain
19 documents have signatures that were questioned. Standard
20 protocols, examine those documents. Most of them were
21 copies at the time. Examine the documents, questioned
22 documents microscopically with the characteristics of
23 genuineness or non-genuineness and then examine the
24 specimen signatures. They were limited at that time, we
25 got others later on to see if those signatures represent a

1 common authorship.

2 Q And so did you gather documents from my office as far
3 as preparing for your analysis?

4 A Yes, your office furnished me both additional
5 specimen signatures and, eventually, I think Mr. Ferguson
6 presented some original documents as well.

7 Q Okay. So he presented some original documents of
8 documents you had prior received copies of?

9 A From your office as copies, yes.

10 Q Okay. And do you recognize this item?

11 A Yes. This is my workbook or trial binder and this
12 book has my report. I believe two supplemental reports
13 and the documents I used to reach my opinion. Originals
14 were returned to the submitting agency, submitting office.
15 So these are copies of everything I use; yes ma'am.

16 Q Okay. And as far as your report, is your entire
17 report written or are there portions that are oral? Is
18 the entire thing written?

19 A It's written; yes ma'am.

20 Q Okay. And it's contained in your notebook there?

21 A Yes, ma'am.

22 Q Okay.

23 A Everything is here. It's a package.

24 Q Okay.

25 MS. MEDLIN: Your Honor, we would move at this time

1 to submit Mr. Dawson's notebook into evidence for
2 identification purposes at this time.

3 MR. FERGUSON: I think it's way too premature to be
4 admitted.

5 THE COURT: I think you need to ask him questions.
6 Obviously, his report comes in. It's like an appraisal.
7 If you have the appraiser, you can question him.

8 MS. MEDLIN: Okay.

9 THE COURT: So you got your witness here.

10 MS. MEDLIN: Okay.

11 THE COURT: Keep going with him.

12 MS. MEDLIN: Okay.

13 Q Now, Mr. Dawson, in regard to the documents that you
14 were asked to examine, did you provide, or sorry. Were
15 you provided with any documents that had, were known to be
16 signatures of the plaintiff, Ms. Kathleen Lollis?

17 A Yes, I was.

18 Q Okay. As far as the documents that you've received
19 with signatures of Ms. Kathleen Lollis, I'm showing to you
20 what's been marked as Plaintiff's Exhibit 5 for
21 identification only which would appear to be a driver's
22 license of Kathleen Lollis. Have you reviewed that
23 document?

24 A Yes, I have.

25 Q Okay. And I'll also show you Plaintiff's Exhibit 6

1 which would appear to be a mortgage that is several pages
2 with the signature of Kathleen Lollis. Have you reviewed
3 that document?

4 A Yes, I have.

5 Q Okay. And I'm also handing you what has been marked
6 as Plaintiff's Exhibit 7 which would appear to be a
7 landlord lease type agreement that appears to have the
8 signature of Kathleen Lollis. Have you reviewed that
9 document?

10 A Yes, I have.

11 Q Were you also presented with certain documents that
12 were signatures of Frank Lollis?

13 A Yes, I was.

14 Q Okay. I'm handing to you what has been marked as
15 Defendant's Exhibit 1 which would appear to be a copy of a
16 driver's license of Frank Lollis. Have you reviewed that
17 document?

18 A Yes, I have.

19 Q I'm handing to you what has been marked as
20 Plaintiff's Exhibit 13 which is titled Last Will and
21 Testament of Frank Lollis. Have you reviewed that
22 document?

23 A Yes, I have.

24 Q I'm now handing to you a copy of a check which has
25 been marked as Plaintiff's Exhibit 10 which would appear

1 to have the signature of Frank Lollis. Have you reviewed
2 that document?

3 A Yes, I have.

4 THE COURT: How about this, how many so far has he
5 examined, documents that are in question rather than
6 piece-mealing them altogether?

7 MS. MEDLIN: Okay. We can certainly do that.

8 THE COURT: It might speed up a little bit.

9 Q Okay. Mr. Dawson, can you tell us, please, if you
10 were also presented with documents that were in question
11 as being signed by Kathleen Lollis or Frank Lollis?

12 A Yes, I was submitted questioned documents of both
13 individuals.

14 Q Okay. And I'm going to hand to you what has been
15 marked as Plaintiff's Exhibit 4 which would appear to be a
16 Contract of Sale.

17 A I'm looking for a date on this.

18 Q Okay.

19 A I may have a typo in my book. Let me look at my
20 signatures.

21 REPORTER: I didn't hear him.

22 Q Will you repeat that, Mickey?

23 A I may have a typo in my workbook possibly. Let me go
24 to my signatures, double-check. Yes, I do. I did examine
25 this.

1 Q Okay.

2 A Let me check where the problem is. The problem is I
3 can't read.

4 Q I'm also handing you as, which has been marked as
5 Plaintiff's Exhibit 11. It's a compilation of documents
6 that include a Contract for Sale and receipts that would
7 appear to have the signature of Frank Lollis. Can you
8 tell us, please, if you have reviewed those documents?

9 A Okay. The Frank Lollis?

10 Q Yes.

11 A Okay. I have this as questioned of Kathleen on the
12 first one.

13 Q Okay.

14 A No, of Frank.

15 Q On the contract?

16 A My numbers are by Q numbers and these are, of course,
17 are not numbered so I'm having to, do them manually.

18 Q Well, I'll tell you what let's do,--

19 A Because I, all of them look familiar quite frankly.

20 Q Okay.

21 A I'd have to go through each one individually.

22 Q Well, let's go through by your designations if that
23 works better. Can you tell us the first document that you
24 had to review as to the questioned signature of Kathleen
25 Lollis.

1 A Three-page contract of sales book 917, page 274 and
2 that was a copy. That's my Q1.

3 Q Okay.

4 A A page, three-page contract of sales book 943, page
5 166. Two-page contract of sales book 1046. Two-page
6 amendment of contract sales book 1055, page 61.
7 Revocation of contract of sales book 1046, page 257. And
8 the last one for Kathleen is a three-page contract of sale
9 book 296, page 184.

10 Q Okay. And as to the questioned documents, can you
11 tell us, please, what your finding was on those documents?

12 A Of the Kathleen Lollis signatures are non-genuine
13 signatures.

14 Q Okay. Can you explain for us what that means?

15 A It means that when compared to specimen signatures,
16 there were individual differences that indicated that she
17 was not the writer of my K-1 which was her. I believe she
18 was K-1. Yes, the writer of K-1 which was submitted to me
19 as Kathleen Lollis was not, did not write those Lollis
20 signatures.

21 Q Okay. So as to the Contracts of Sale which you have
22 identified as having reviewed, it's your finding that they
23 are not genuine signatures of Kathleen Lollis?

24 A That is correct.

25 Q Okay. And in regard to the alleged signatures of

1 Frank Lollis, can you tell us from your numbers, your
2 report, which documents you reviewed?

3 A Yes, ma'am. Starting off it was his signature on the
4 three-page contract I've mentioned before, 1096. That was
5 on both signatures, his included. Then a receipt number
6 684644, \$450.00 dollars. Receipt number 337845 for \$450.
7 Receipt number 337846 for \$450. Receipt number 337847 for
8 \$450. Receipt number 337849 for \$450. Receipt number
9 337850 for \$450. Receipt number 684720, \$450. The
10 statement for payment dated 2/27/12, receipt number
11 684722. Cash is \$400. Receipt number 6872 -- check that.
12 684721 for \$400. Receipt number 868302, \$1,400. Receipt
13 868304, \$400. Receipt number 868308, \$400. Receipt
14 868309, \$1,000. Receipt number 868314, \$400. Receipt
15 number 868317, \$1,000. Receipt 684729, \$400. Receipt
16 6847, \$400. Receipt number 684734, \$400. Receipt number
17 684741, \$700. Receipt 868209, \$700 and a handwritten
18 receipt on letter paper, South Carolina Department of
19 Health and Environmental Control. That is an original
20 document. That gave me 28. At that point, I have a
21 supplemental 1 and a supplemental 2. Supplemental 1 was
22 original document of my Q6, original that we've already
23 talked about. And the new one was a handwritten receipt,
24 handwritten receipt number 868219. Under supplemental 2,
25 it was a Certificate of Title. Title number

1 770300257047260C, Charlie, dated 2/3/13.

2 Q And what was your finding on the documents that you
3 reviewed as to the questioned Frank Lollis signatures?

4 A I believe it was a Q, it started off with my Q,
5 there's a long list. Let me try to do it like this. All
6 were genuine, all were non-genuine signatures with
7 exception of and, I believe, it was K-29. There's some
8 reason to believe that may be a non-genuine signature on
9 the supplemental. My Q6 I had on there, it was a
10 non-genuine signature. I examined the original and my
11 opinion did not change. 29, I have that. And on the last
12 one, Certificate of Title, that is a genuine signature.
13 But all except three were non-genuine signatures.

14 Q Okay. And again non-genuine, would that mean the
15 same thing as forgery?

16 A Forgery, with all respect, that's an issue of the
17 Court and I was just saying non-genuine signatures.

18 Q Okay. So not a true signature?

19 A That is correct.

20 Q Okay. And if I may show you a document that's been
21 marked Defendant's Exhibit 29. Does that correlate to one
22 of the documents that you examined? That document
23 references a payment of \$35,000.00 dollars cash between
24 Lisa Dutton and Frank Lollis.

25 A Let me see my numbers on this. Yes, I did examine

1 this document and that also, I had as a non-genuine
2 signature, I believe.

3 REPORTER: I didn't hear him.

4 A I think.

5 Q Repeat that.

6 A I examined that and I'm double-checking. I think
7 that was a non-genuine signature. That was a non-genuine
8 signature.

9 Q Okay. So as relates to the document that would
10 purport to have been signed by Frank Lollis for \$35,000.00
11 dollars in cash, your finding is that that is a
12 non-genuine signature?

13 A That is correct.

14 Q Did you prepare any additional information as relates
15 to your report in this case?

16 A I prepared some charts.

17 Q Okay. Would it be helpful to explain your process by
18 using the charts as far as your process of--

19 A Well, I could. Yes.

20 Q --how you made your findings?

21 A Yes. And there's some on the corner right here.

22 MR. DAWSON: Your Honor, may I step down?

23 THE COURT: Sure, you may. That is no problem.

24 Q So if you can, Mr. Dawson, explain to us how you came
25 to your findings as relates to the questioned signatures

1 of Kathleen Lollis and the specimen signatures of Kathleen
2 Lollis?

3 A On the left-hand side are photograph enlargements of
4 the questioned signatures. On the right-hand side are
5 photographic enlargements or scanned enlargements of the
6 known signatures or specimen signatures submitted to me as
7 the known signatures of Ms. Lollis. As you can see the
8 slant is entirely different to start with. The imagery is
9 entirely different. You have initial -- a straight
10 initial stroke coming up. Her's are curved. You have
11 more acute angles. Her's are more naturally written and
12 smoother. This actually is a little higher-skilled
13 writing than that on the left and that is smoother, flows
14 easier and more smoothly. She has a tendency on the
15 baseline. This one has a tendency to come up, come up off
16 the baseline. Her initial stroke of the K is curved.
17 These are straight. You could continue across with the
18 loop of the L's. Those come back. This leans forward to
19 the right. It's more acute. The N formation is tighter,
20 more pointed. Her's are more round. This is more of the
21 questioned signatures, are more vertical. Her signatures
22 are more horizontal and then you have the letter
23 differences. As you continue through there, the letter
24 differences are basically differences attributable to
25 individual characteristics, individual changes. So based

1 on slant, speed, skill level, difference in letter forms,
2 there were differences there which indicates to me the
3 writer of the specimens to not execute the known, to not
4 execute the questioned signatures.

5 Q And, Mr. Dawson, if you can go through for us a
6 similar explanation of how you came to your findings as
7 regards, the questioned signatures of Frank Lollis and the
8 known signatures?

9 A The Kathleen signatures questioned, I mean the
10 specimen signatures are representative all the way through
11 of a style. The questioned signatures, for example, the
12 writer did not tend to simulate the known specimen is
13 more. It's more of the natural hand so to speak. The
14 Frank Lollis signatures, these are questioned signatures.
15 There is an attempt to simulate these signatures
16 pictorially, very much like when you get a letter in the
17 mailbox at home and you look at it. This came from mom,
18 dad, sister. You recognize their writing pictorially. A
19 document examiner looks at the questioned signatures for
20 individual characteristics, their differences and this is
21 a little difficult to appreciate eyeballing it because it
22 looks very much like the genuine signatures. But you'll
23 notice some difference in letter forms, the spacings but
24 really the difference can be primarily attributable to
25 microscopic examinations. That's when you look for the

1 stops, the starts, whether it's more naturally written,
2 more stilted. This has a better line quality, in general,
3 than the specimen signatures will have. The specimen
4 signatures are a little bit more random, not as much
5 variation if you would. These have a lot of variation as
6 they write through the specimen signatures. The specimen
7 signatures themselves have different, a little different
8 letter shapes, letterforms. The uppercase F, uppercase L,
9 height ratios are different and the terminal of the K is
10 different here and many times than you find here.

11 Microscopically, you will see some difference here even
12 though it's written more smoothly, you do have starts and
13 stops in here that are not attributed to the specimen
14 signatures.

15 Q Okay. So, Mr. Dawson, in your report you reviewed
16 many receipts or what appeared to be receipts that
17 allegedly were signed by Frank Lollis, is that right?

18 A That is correct.

19 Q Okay. And those are the receipts that you have
20 already stated out in your testimony as the particular
21 documents that you examined, is that right?

22 A They were individual documents, that is correct.

23 Q Okay. And in regard to the actual documents that you
24 reviewed, are those included in the binder that you
25 prepared with your report?

1 A These are included in this binder with the exception
2 of the original documents. They went back to the
3 submitting individual.

4 Q Okay. And any original documents that you reviewed
5 were provided to -- who did you give those to?

6 A If they were submitted by your office, they went back
7 to you. If they were submitted by Mr. Ferguson, went back
8 to him.

9 Q Okay. And were you able to review the originals of
10 all of the receipts?

11 A I do not recall. I think it's pretty much all of
12 them.

13 Q Okay. Mr. Dawson, in regard to this particular case,
14 is this a complicated case from a forensic document
15 examiner's point of view?

16 A I didn't think it was that difficult once you spend
17 time with it and pick out the little nuances you're
18 looking for and the habits of individuals. I would say
19 it's fairly straightforward and so it's an interesting
20 case.

21 Q Okay. And so do you believe that the signatures of
22 Frank Lollis on the alleged receipts with the exception of
23 the few that you stated could be genuine, do you believe
24 that these receipts are not genuine signatures?

25 A That is correct.

1 Q In regard to the questioned documents that contained
2 signatures of Kathleen Lollis?

3 A Yes.

4 Q So in regard to the Kathleen Lollis questioned
5 documents, do you have an opinion to a reasonable degree
6 of certainty in your field of expertise as a forensic
7 document examiner as to the genuineness or authenticity of
8 the Kathleen Lollis signatures?

9 A The questioned signatures?

10 Q Yes.

11 A They're not genuine.

12 Q Okay.

13 A That's my opinion.

14 Q All right. And in regard to the questioned Frank
15 Lollis signatures, do you have an opinion to a reasonable
16 degree of certainty in your field of expertise as a
17 forensic document examiner as to the genuineness or
18 authenticity of the questioned signatures of Frank Lollis?

19 A Except for the three I noted, they are non-genuine.

20 Q Okay.

21 A Well, the group is non-genuine with the exception of
22 the three I noted.

23 Q Okay. And in the three that you noted, there is
24 still a question as to whether or not they are genuine?

25 A That is correct.

1 Q Okay. And what was the issue there as far as the
2 remaining question?

3 A Off the tip of my tongue, I can't tell you.

4 Q Were you able to examine an original document for
5 those?

6 A Yes. I believe those were the ones I had supplements
7 on; original documents that were supplements.

8 Q Now, Mr. Dawson, as to all of the opinions that
9 you've given here today as to the questioned signatures of
10 both Kathleen Lollis and Frank Lollis, are all of those to
11 a reasonable degree of certainty in your field of
12 expertise?

13 A Yes.

14 MS. MEDLIN: Your Honor, at this time we would move
15 to submit Mr. Dawson's notebook which contains his report
16 into evidence.

17 MR. FERGUSON: No objection.

18 MS. MEDLIN: And, Your honor, we also have the
19 charts. I don't know if we could submit those separately
20 or in subparts.

21 THE COURT: What's your objection to the book?

22 MR. FERGUSON: I beg your pardon?

23 THE COURT: What's your objection on the report?

24 MR. FERGUSON: I don't have an objection.

25 THE COURT: Oh, no object to the report?

1 MR. FERGUSON: I said no objection.

2 THE COURT: Well, the report is accepted as is and
3 the charts are probably unnecessary.

4 MS. MEDLIN: Okay.

5 THE COURT: There's a small version of that in the
6 book?

7 MR. DAWSON: Yes, sir.

8 MS. MEDLIN: Yes.

9 MR. DAWSON: I'll probably need that.

10 MS. MEDLIN: Yeah, he needs to hold onto it for
11 cross. Okay. No further questions.

12 THE COURT: All right.

13 (Whereupon, Plaintiff's Exhibit 15 was admitted into
14 evidence.)

15 CROSS-EXAMINATION

16 By Mr. Ferguson:

17 Q Mr. Dawson, what factors cause document examiner
18 error?

19 A Normally, if, you speaking individual or if you're
20 comparing two document examiners?

21 Q Well, just in general for document examiners as a
22 whole?

23 A I really don't know. I know if you have two document
24 examiners, you may have a difference of opinion in grade
25 scale and that's normally due to either training or

1 different exemplars.

2 Q You ever made a mistake in examining a document?

3 A Anything is possible. I don't recall one.

4 Q Is there any way we could objectively quantify your
5 error rate?

6 A The error rate generally and statistically, those
7 that use that is, I believe four percent as a rule.

8 Q That's just across the board for document examiners?

9 A Yes, as a rule. That's what they give and those that
10 use error rate. That's an Australian figure from the
11 University in Australia that promoted this and has
12 accepted it as an issue.

13 Q And that's an average; so some are higher, some are
14 lower?

15 A Yes. But the population they did the research on
16 does not include all properly trained document examiners.
17 There are graphologists in here, students there, and
18 different things as well.

19 Q Your work is to compare a specimen signature with a
20 questioned signature to see if there is a match, is that
21 right?

22 A That's a good statement, yes.

23 Q Okay. Can we say exemplar for the specimen
24 signature?

25 A Certainly.

1 Q Okay. Now, you never saw either Kathleen Lollis or
2 Frank Lollis sign anything, did you?

3 A No, sir.

4 Q Okay.

5 A Normally, we don't.

6 Q So you rely on those specimen signatures?

7 A Yes, sir.

8 Q And how important are those exemplars in your work?

9 A Well, that's the, it's very important. That's what
10 you work off of.

11 Q If you are given an exemplar that is not genuine,
12 does that affect your work?

13 A Well, one of the first protocols that we use in
14 examination, the first examination protocols is you
15 examine the specimens for common authorship. I think I've
16 already testified to that. And if one, it does not appear
17 to be of common authorship, it's up to the examiner's
18 decision whether to use it or not. Many times you may
19 have an administrative assistant, you may have a spouse,
20 you may have a housewife or someone else who may sign for
21 an individual. It depends on whether it's a household
22 problem or industry problem or an office problem.

23 Q Are you aware that Kathleen Lollis disavowed one of
24 the exemplars that you're using?

25 A Not really.

1 Q You're not aware of that?

2 A No.

3 Q Weren't you present during her testimony?

4 A I was present, no, I was not, not her's.

5 Q No. Okay. Were you asked to give any oral reports
6 or is everything in your written report?

7 A Normally, I give an oral report to the client. To
8 start with, in this case, I probably gave an oral report.
9 I don't remember the exact date but commonly, I give an
10 oral report. I'd ask for additional specimens and,
11 obviously, I did. I got two, three different submissions.
12 So, yes, I get an oral report from time-to-time and
13 generally. Now, this particular case, I don't think I
14 gave a final oral report as such. I don't recall.

15 Q Were you told anything by the plaintiffs or their
16 attorney that influenced your opinion?

17 A No, you know, I was asked to be an examination of
18 questioned material.

19 Q Okay. And one of your presuppositions is that people
20 always sign their signature pretty much the same way every
21 time?

22 A No. No, sir.

23 Q Okay.

24 A There are natural variations. It depends on the
25 environmental conditions, et cetera.

1 Q So if there is this variation, how do you determine
2 what's an allowable variation and what's a variation that
3 makes a difference?

4 A You look for pen pressures, stops, starts,
5 characteristics normally associated with simulations,
6 characteristics that are normally associated with
7 genuineness. And you look for the little individual
8 characteristics beyond natural variation, alternate letter
9 forms or accidental letter forms.

10 Q What environmental circumstances affect the way
11 people sign their signatures?

12 A You could write on a wooden desk as a, would pat them
13 on it. I've had them written on the hood of a John Deere
14 tractor before and any number of things that would, from a
15 normal signature and a normal setting.

16 Q Would illness affect how someone signed his name?

17 A It could.

18 Q Tiredness?

19 A It could.

20 Q Intoxication?

21 A It could, but those have also been researched as data
22 on that type of signature.

23 Q Okay. You were aware that in the last period of his
24 life Frank Lollis was very ill with cancer?

25 A I searched my mind on that earlier today and listened

1 to testimony. I believe I was made aware that he had an
2 illness, but that did not necessarily influence the final
3 outcome.

4 Q I'd like you to take a look at that.

5 MR. DAWSON: Your Honor, with all due respect to the
6 Court, I don't examine from a witness stand. I'll be more
7 than happy to take anything the Court has for me back to
8 my lab, use the proper equipment and my time to do it.

9 THE COURT: Well, see what his question is. I'm not
10 sure what his question is.

11 Q Take a look at that.

12 MR. DAWSON: He wants me to look at this. I assume
13 to look at signatures.

14 THE COURT: Well, let him ask the question first, I
15 mean--

16 MR. DAWSON: Okay. Yes, sir.

17 Q You'll see that there are some checks, and then there
18 are endorsements that purport to be from Frank Lollis.

19 THE COURT: Do we have knowledge if he's looked at
20 those before?

21 MR. DAWSON: I'm checking, Your Honor.

22 THE COURT: Do you have knowledge he's seen these
23 before?

24 MR. FERGUSON: I know that his attorney has seen
25 them?

1 MS. MEDLIN: Well, no.

2 THE COURT: All right. Well, what I want to know is
3 if the expert has seen them before. If not, I mean, we'll
4 take a break and let him take a few minutes to look and
5 see if they're in his report or not, I mean. Have you
6 seen them before?

7 MR. DAWSON: I don't know, sir, till I check the
8 check numbers.

9 THE COURT: All right. Let's take a break and he can
10 see if they're in his report and if they are, then we'll
11 continue. If not, then we'll decide what to do with this
12 document.

13 MR. DAWSON: Thank you, Your Honor.

14 THE COURT: Y'all take about 10 or 15 minutes.

15 (Whereupon, a short break was taken.)

16 (Whereupon, Defendant's Exhibit 31 was admitted into
17 evidence.)

18 CONTINUE CROSS-EXAMINATION

19 By Mr. Ferguson:

20 Q All right. I show you this set of documents that is
21 copies, purport to be copies of checks from Lisa Dutton to
22 Frank Lollis with Frank Lollis' endorsement on the checks.
23 And my question is, do those endorsements appear to
24 conform with the exemplars of Frank Lollis' signature that
25 you were given?

1 A I have not examined those documents and these checks,
2 the endorsements are small copies. I would ask for the
3 originals before I could issue an opinion on that.

4 Q These were the exemplars of the Frank Lollis
5 signatures you were given?

6 A Those are some of them; yes, sir.

7 Q Okay. Are those endorsements even close to that?

8 A No.

9 MS. MEDLIN: Objection, Your Honor. He's already--

10 MR. FERGUSON: He said no.

11 A I'm just speaking of quality. Like I mentioned, I'm
12 not going to examine those, with all due respect. But the
13 quality of these are so poor, you can't even compare it to
14 those.

15 Q But they're not even close, are they?

16 A And I can't tell you quality-wise, they're not close.

17 Q If there was a Power of Attorney or someone otherwise
18 allowed another person to sign for that person, your
19 analysis of the document as being non-genuine would be
20 worthless, wouldn't it?

21 A If there's a Power of Attorney I normally would
22 mention that.

23 Q If you didn't know about it?

24 A Well, I would assume that there would be a Power of
25 Attorney noted. If not the signature would be such, so

1 grotesque or so different, I probably would not put it in
2 the specimen pool. If it's a simulation, I would probably
3 note that to start with and mention that it was not, did
4 not appear to be a genuine specimen.

5 Q So if someone else is going to sign a signature, then
6 that's what it will come out in your analysis that it was
7 somebody different from the exemplars signing this
8 signature.

9 A Well, it depends on how you ask the question. As I
10 stated before, if the signature is submitted as a specimen
11 signature, as I mentioned several times on protocol, I
12 would put it to one side and would not use it as a
13 specimen signature.

14 Q Now, I'm asking if, if you have your exemplar
15 signatures on one side and then there is this document
16 that was signed by someone with a Power of Attorney on the
17 other side, but you didn't know about the Power of
18 Attorney, you would say that document is non-genuine,
19 wouldn't you?

20 A Most likely, yes, or are we calling that as a
21 hypothetical. I've not examined that document, so I don't
22 know.

23 Q You can't tell from looking at a document whether one
24 person had permission to sign for another, can you?

25 A No, sir; I cannot.

1 Q Can you tell me whether those documents appear to be
2 signed by one person?

3 A I will not examine them from the witness stand, all
4 respect to the Court. I'll be glad to take them with
5 proper equipment and proper time and proper environment
6 examine them.

7 MR. FERGUSON: I'd like to mark this for
8 identification.

9 THE COURT: Is it already in?

10 MR. FERGUSON: Actually, I'd like to introduce this
11 into evidence.

12 THE COURT: For this witness?

13 MR. FERGUSON: These are documents; a lot of them are
14 already in, frankly.

15 THE COURT: Well, I mean, if they're in, they're in.

16 MR. FERGUSON: But it's the grouping of them to show
17 the variation in Frank Lollis' signatures.

18 THE COURT: How do you propose to get it in through
19 this witness?

20 MR. FERGUSON: I don't need this witness to identify
21 the documents are public documents to begin with and I
22 think the ones that aren't public documents to begin with.

23 THE COURT: If they're already in, then they don't
24 need to be reintroduced. They can just be pointed out in
25 argument or in closing or in summary. You know document

1 5, document 10, document 15, three different signatures
2 report to be Frank Lollis'. The fact finder will be able
3 to for what they're worth.

4 MR. FERGUSON: Okay.

5 REPORTER: So you're not going to move them in?

6 THE COURT: No.

7 REPORTER: Okay.

8 Q So really if I ask you about any signatures at all
9 nothing that's, if I don't ask you something that's
10 already in your report, you're going to tell me that you
11 can't give me an opinion on it?

12 A That is correct, sir. I do not give knee-jerk
13 opinions.

14 Q I previously had asked you to look at some extra
15 documents, hadn't I?

16 A Several months back, initially?

17 Q Well, yeah, right.

18 A Yes, sir; you had.

19 Q And you refused, isn't that correct?

20 A I did not refuse. As I recall, I left them sealed.
21 Let me rephrase. Let me give you the history on this as I
22 recall it. Please correct me if I'm wrong. I recall that
23 we had, I had some copies that my client submitted to me
24 for examination and you had the originals. I went by your
25 office and you said you had some other documents you

1 wanted me to look at it and we put them in a package. I
2 went back to my office and told my office manager to seal
3 the package and contact my client. To make a long story
4 short, we decided the documents that were her originals of
5 her evidence to look at, the others stayed sealed. I
6 never touched them. I never looked at them and returned
7 them to you. I did not want to get involved in a
8 conflict.

9 Q All right. And is this the cover letter where they
10 were returned to me?

11 A Yes, that appears to be.

12 MR. FERGUSON: All right. I'd like to introduce
13 this, number 32.

14 (Whereupon, Defendant's Exhibit 32 was admitted into
15 evidence.)

16 A As I under--

17 Q So you're telling us today that you can't look at any
18 documents because I should have sent them to you before,
19 but when I did send you documents before to look at, you
20 said you wouldn't look at them?

21 A I wanted to make sure that the avenue was clear,
22 there were no conflicts and as I understand it, you and
23 Ms. Medlin discussed this and I was ready to do what the
24 two counsels decided was the best interest and it never
25 came back to me.

1 Q I don't recall any discussion with Ms. Medlin about
2 that?

3 A I'm sorry. I thought there was one. I'm trying to
4 recall a conversation with my office manager.

5 Q Well, if you're trying to find that the truth, then a
6 larger sample would help you, wouldn't it?

7 A If you needed it, it would possibly.

8 Q And the signatures that I gave you were part -- were
9 public record documents, weren't they?

10 A I have no idea.

11 Q Okay. You didn't look at them before you sealed
12 them?

13 A Sir, I told you I did not and I was speaking the
14 truth if you want to get to that issue.

15 Q Did you give copies of the documents to anybody?

16 A No, I did not.

17 Q Before you sealed them? So when you were working
18 with SLED, though, didn't you want a large sample of
19 signatures to minimize the possibility of error?

20 A If you needed them, we asked for them, as I did in
21 this case.

22 Q Would it be fair to say you tend to resolve error in
23 favor of your clients?

24 A No, sir.

25 Q Or do you tend to resolve doubt, I'm sorry, in favor

1 of your clients?

2 A If you would check my reputation, you'll find that I
3 report on the facts. I'm not plaintiff, I'm not defense,
4 and I examine it based on what I have and I report as
5 such. I'm sure you know that.

6 Q But you refused to look at these public record
7 documents that I had presented to you?

8 A I would refuse to get involved in a conflict be it
9 honest or a trap, either one.

10 THE COURT: I've heard enough about those documents.

11 MR. FERGUSON: Sir?

12 THE COURT: We've gone over those documents three
13 times and he didn't look at them and he didn't examine
14 them and he wasn't your expert.

15 Q Are you aware that Kathleen Lollis admitted in
16 discovery that there are 16 documents in the public record
17 that bear her forged signature which don't involve the
18 Duttons?

19 A I have no earthly idea about this case. All I know
20 is where I looked at it and my opinion of who did, who
21 didn't.

22 Q Okay. In your report, you said that the release of
23 lien from Frank Lollis to Dennis Dutton was probably
24 valid?

25 A Which part -- page and part of the report you are

1 reading from, sir?

2 Q I'm looking at document Q30.

3 A There will be a supplement, I believe. Am I correct?

4 Q Yes.

5 A Yes, that's correct. I asked for the original
6 signature be made for examination, that is correct.

7 Q So if the fulfillment of the contract was genuine, is
8 the contract not likely to be genuine?

9 A I'm not an attorney, sir. I think that's a legal
10 question.

11 MS. MEDLIN: Objection, Your Honor.

12 THE COURT: That's a legal question, so sustained.

13 MR. FERGUSON: That's the questions I have of this
14 witness at this time.

15 THE COURT: Any redirect?

16 MS. MEDLIN: Yes, Your Honor. Thank you.

17 REDIRECT EXAMINATION

18 By Ms. Medlin:

19 Q Mr. Dawson, at the time that you were contacted by my
20 office in regard to this case, were you presented with any
21 factual statements as relates to this case in particular?

22 A No, none whatsoever. I was just asked to examine
23 some documents.

24 Q Did you have any idea whenever you prepared your
25 report what this case was about?

1 A No.

2 Q And so you rendered your opinion without knowing--

3 MR. FERGUSON: Objection to the leading.

4 THE COURT: Sustained as to leading.

5 Q Did you have any particular bias in rendering your
6 opinion in this case?

7 A No. I don't have bias. I report on the facts,
8 ma'am.

9 Q Now, Mr. Dawson, in your particular area of
10 expertise, is it customary or common that a document
11 examiner would have to see a person sign a specimen
12 signature for you to be able to review it?

13 A I imagine 95 percent of all cases from all document
14 examiners, they never see the writing. It is submitted by
15 a client. It's examined by the facts of the submission
16 and unless the examiner actually takes standards from the
17 person, those are called requested writings, you do not
18 see the person write.

19 Q Okay.

20 A In fact, you do not report that a so-and-so did it in
21 a known report. It was or was not done by K-1, K-2, by a
22 K number. It is by reference of, about a known writer.

23 Q Okay. And when you're presenting, presented with
24 what you've designated as specimen signatures or known
25 signatures during your analysis, do you have the ability

1 to determine whether or not the specimen signatures are
2 not the same?

3 A Normally, the protocol is to validate common
4 authorship in your specimens; yes, ma'am.

5 Q And do you recall if you did that in this particular
6 case?

7 A I'm sure I did. Otherwise, I would have noted
8 something somewhere.

9 Q So that's your general procedure?

10 A That's the protocol and procedure, yes.

11 Q Well, you've testified as to the fact that there
12 could be things such as environmental factors that could
13 potentially affect a signature?

14 A Possibly.

15 Q Okay. In this particular case as relates to Ms.
16 Kathleen Lollis' questioned signatures, did you take those
17 type of factors into consideration when you rendered your
18 opinion?

19 A I don't recall of any environmental factors. I
20 recall all the signatures exhibited like characteristics.
21 All signatures were from a common writer and had common
22 characteristics and they varied in date, so I did not note
23 anything that would be suspicious.

24 Q Okay. And as to signatures of Frank Lollis, you've
25 stated that you believe that you recall having knowledge

1 that Frank Lollis suffered from an illness during the time
2 that some of these were signed, is that a correct
3 statement?

4 A In some way I think I was told that. But I do not,
5 if it had been a strong impact, if it had really been
6 driven home or something, I'd recall it. But apparently I
7 did not get any real notice of this except that he had had
8 an illness or had been ill was normally as is put it.

9 Q Okay. So if he had been ill or was ill, I mean,
10 would that change your opinion at all that you've rendered
11 today as to those signatures?

12 A No, I don't believe so.

13 Q And in regard to the opinions that you formulate, in
14 your prior testimony or experience in the court, do you
15 generally examine documents from the stand?

16 A I never have. That's part of the training of a
17 person trained in a board-certified laboratory. That's
18 part of the protocols, you don't examine from witness
19 stand.

20 Q And why is that?

21 A You need your microscope. You need instruments. In
22 some cases, you examine, put aside and come back again.
23 You may need additional standards. The documents may not
24 be of quality to examine. You may need additional quality
25 and you've got too many variables to give a good opinion.

1 Q And is it important to you to give a good opinion?

2 A That's exactly correct.

3 Q And so it's, is it just this particular case that you
4 would not be able to examine properly from the stand?

5 A I do not examine from the witness stand in any case
6 and never have.

7 Q In regard to reviewing documents related to
8 litigation, is it your typical protocol to review
9 documents that are presented to you from two opposing
10 attorneys?

11 A I have. I've examined numerous times as a friend of
12 the Court. If two attorneys get together to cut expenses
13 or any number of things. I have no idea what in other
14 examiner's case may have issued or anything else. So to
15 answer your question, yes from time-to-time.

16 Q Okay. And were you asked to do that in this case by
17 my office?

18 A Asked to do what now?

19 Q Were you asked to review any documents by my office
20 other than those that we have presented to you?

21 A No, ma'am.

22 Q Okay. And at any point did Mr. Ferguson retain you
23 on behalf of the defendants in this case?

24 A He did not retain me. It was a fairly
25 straightforward request he made and I can appreciate that.

1 I just want to make sure everything was above-board so to
2 use it as a cliché.

3 Q And in regard to the specimen signatures that you've
4 received, based on your opinion do you believe that you
5 need additional specimen signatures to render your opinion
6 or do you feel like what you have is sufficient?

7 A I feel as though my opinion represents the specimens
8 I had and it was sufficient.

9 Q And in regard to your second supplemental report, the
10 one that you referenced on cross that relates to what
11 you've labeled as Q30 which appears to be a Certificate of
12 Title for a mobile home, you've testified that with regard
13 to that particular signature that it could be a genuine
14 signature on Q30?

15 A If you'll give me a moment, I want to check on that.
16 I'm sure I know the answer, but there's been so many
17 issues here. That is correct.

18 Q Okay. And based on your report, I believe you've
19 already testified that you did request the original inked
20 signature because of the uncertainty of that one, is that
21 right?

22 A That is correct.

23 Q Okay.

24 A Yes, ma'am.

25 Q And were you ever made available by Mr. Ferguson the

1 original of that title to review?

2 A I'm quite sure, I believe I did. It was provided to
3 me, and I think I returned it to him.

4 Q Would the original, if you were able to, would the
5 original copy--

6 MR. FERGUSON: Asked and answered, Your Honor.

7 THE COURT: He already said he thought it was
8 genuine. He saw the original returned. So, I mean, it
9 seems like it's clear to me.

10 A I have a note, the results of examination, "There is
11 some reason to believe that the Lollis signature appeared
12 on document 30 is a genuine signature. In order to
13 complete the exam, I'm requesting the original inked
14 signature of", I don't recall whether I received the
15 original or not.

16 Q Do you have any notes that you did receive the
17 original after that?

18 A I do not recall.

19 Q Okay. So you don't have anything after, in your
20 report after you've stated that you requested the
21 original?

22 A I do not.

23 Q Okay.

24 A No, ma'am.

25 Q Okay. So then would this report then be based solely

1 on the copy that you received?

2 A Yes. I'll be glad to have my memory refreshed on
3 that.

4 MR. FERGUSON: Your Honor, she keeps trying to make
5 him say it's a copy and he keeps trying to, he keeps
6 saying, well, I don't know.

7 MS. MEDLIN: Well, I think he's corrected himself.
8 Your Honor, he did not receive the original and I think
9 he's correct on that.

10 MR. FERGUSON: She's testifying now.

11 THE COURT: I know what he said. He said he looked
12 at it. It seemed genuine. He asked for the original and
13 not sure if he got it or not or didn't. I mean, I don't,
14 we're spending a lot of time on something that seems
15 simple to me on that one Q30. He's been clear with his
16 answer every time.

17 MS. MEDLIN: Okay. Okay. Well, Mr. Dawson, no
18 further questions. Thank you.

19 THE COURT: Anything else?

20 MR. FERGUSON: No, sir.

21 EXAMINATION BY THE COURT

22 By the Court:

23 Q All right. I got a question.

24 A Yes, sir.

25 Q On Ms. Lollis' exemplars versus the ones that you

1 were questioning--

2 A Yes, sir.

3 Q --in the chart, are the ones that you examined that
4 were non-genuine, are those by the same author? Did you
5 examine?

6 A I did, they have variation. There was, I believe the
7 first one was a heavy slant and rapid to the right.

8 Others have enough variation that I do not believe it was
9 a simulation or a copy. I think it was a free-hand. I do
10 not believe it was exact copy, tracing. It was a
11 free-hand simulation. I cannot say who wrote it.

12 Q Okay. All right.

13 THE COURT: Anything to that?

14 MS. MEDLIN: And nothing further. I don't know if
15 Counsel has any objections, but if we could excuse Mr.
16 Dawson at this point.

17 MR. DAWSON: Thank you, Your Honor.

18 MR. FERGUSON: I want him to remain available.

19 MS. MEDLIN: Your Honor, he's actually out-of-state
20 and he traveled here today for the trial, so we would
21 certainly ask that the Court take that into consideration
22 if he has other obligations.

23 THE COURT: All right. Well, let him sit down and
24 I'd like a real brief status conference right now to see
25 what else we got left.

1 MS. MEDLIN: Okay.

2 THE COURT: How about that?

3 MR. DAWSON: Thank you, Your Honor.

4 THE COURT: But if you can step down. Y'all come
5 over here and tell me what we got left.

6 (Whereupon, a bench conference was held.)

7 THE COURT: All right. Joy, for the record, Mr.
8 Ferguson and Ms. Medlin have agreed that if the expert's
9 testimony is needed further, we may leave the record open
10 if need be for any type of testimony from the expert. So
11 he will be released today. Mr. Ferguson may not need him.
12 All right.

13 MS. MEDLIN: That's the plaintiff's case, Your Honor.

14 THE COURT: All right. And we got cross and
15 everything. We don't need to, this is a bench trial. We
16 don't need to make any directed verdict motions. We can
17 keep moving. Fair enough?

18 MS. MEDLIN: I think so.

19 MR. FERGUSON: Okay. I'm covered on the record.

20 THE COURT: You're covered on the record. How long
21 is your first witness and do you need a break or not?

22 MR. FERGUSON: I think the first witness is going to
23 be kind of short.

24 THE COURT: Okay. Mr. Ferguson?

25 MR. FERGUSON: We call Roger Davenport.

State of South Carolina)
County of Laurens) Court of Common Pleas
) 2013-CP-30-513

Kathleen Lollis and Linda)
Campbell)
) vs.) Transcript of Record
)
Lisa Dutton, Dennis Dutton,)
and Kelsey Dutton)
) DEFENDANT) VOLUME II

March 16, 2015
Laurens, South Carolina

B E F O R E:

Honorable Eugene C. Griffith, Jr., Judge

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

Elizabeth D. Medlin, Esq.
Attorney for the Plaintiffs

John R. Ferguson, Esq.
Attorney for the Defendants

Joy E. Holston
Official Court Reporter

1 ROGER DAVENPORT, being
2 first duly sworn, testified as follows:

3 DIRECT EXAMINATION

4 By Mr. Ferguson:

5 Q State your name, please.

6 A Roger Dale Davenport.

7 Q All right. Mr. Davenport, have you had some health
8 difficulties?

9 A Oh, yeah.

10 Q You had a stroke?

11 A Yeah, I sure did.

12 Q Okay. Did you ever work for Frank Lollis?

13 A Oh, yeah.

14 Q How long did you work for him?

15 A Oh, go over there and cut pulpwood for him about two
16 or three years. And then cutting logs about a year and
17 then we got, I guess I worked for him with septic tanks
18 and stuff, all that stuff. And remodeling and trailers
19 and all. And I worked about 10 years.

20 Q Okay. And did you help set up trailers?

21 A Yeah.

22 Q By the way, are you related to the Lollis'?

23 A Yeah.

24 Q How are you related?

25 A It's some kind of cousins somewhere down through

1 there.

2 Q You're a cousin of some sort?

3 A Some sort another way, yeah.

4 Q Okay. Do you know anything about Frank putting his
5 property in relatives names?

6 A I don't know whether he put it in his relatives name
7 or not, but I know he bought one place in my name. He
8 called me and they asked me to and I said, yeah go ahead.

9 Q Did he manage Kathleen Lollis' property, do you know?

10 A Well, I cut grass or something.

11 Q Well, no. I mean, as far as buying and selling
12 stuff?

13 A I don't quite follow you right there.

14 Q Okay. Do you know if Frank signed other people's
15 names to legal documents?

16 A I know, well, he signed mine a couple of times.

17 Q Okay. Did he ever sign your name to a document?

18 A I said he signed mine to a couple.

19 Q Oh, okay. Okay. But do you know if he, whether or
20 not he signed his mother's name to any documents?

21 A No, I didn't see that that happened now.

22 Q Okay. Did you have any conversation with Frank
23 Lollis about Dennis buying a trailer and land from him?

24 A Oh, I know Dennis was buying a tract of land for him,
25 because I worked then. And I come running by to pick up

1 some money for him to carry and brought it into, to, Frank
 2 had gone outside on the golf cart or something. And
 3 handed it to him. And he said, did you count it. And I
 4 said no, you said just bring it in, Bo.

5 Q And did he ever say anything to you about whether or
 6 not Dennis had paid the land and trailer off?

7 A I know done paid a lot on it.

8 Q I beg your pardon?

9 A I say he done paid a lot of money on it, I know that.

10 Q Okay. But you don't know for sure whether or not he
 11 paid it in full?

12 A No, I couldn't say. I couldn't swear to that.

13 Q Okay.

14 A I believe he probably did knowing Dennis.

15 Q As far as you know, did the Duttons have several land
 16 transactions with Frank?

17 A Oh, yeah.

18 Q And what kind of relationship did they have with
 19 Frank?

20 A Oh, they got along pretty good with Frank.

21 Q When the Duttons were making payments, do you know
 22 whether or not they made them at Frank's house?

23 A Well, a lot of times I'd go, had a place at
 24 Greenwood. I'd go down there on certain days of the
 25 month, pick up the money and bring it in and sometimes

1 give it to him that night and sometimes wait till the next
2 morning to give it to him.

3 Q The Duttons' payments?

4 A No, I just, another place in Greenwood and I'd stop
5 by the Duttons.

6 Q Okay. But I'm asking about the Duttons making
7 payments to Frank on what they were buying?

8 A Oh, I know that Dennis paid, Dennis paid his.

9 Q Do you know whether or not they were making the
10 payments at Frank's house?

11 A I don't really know, because sometimes I'll see
12 Dennis sitting there talking to him.

13 Q Okay. Do you know anything about Frank doing a lot
14 of business in cash?

15 A Oh, he loved to make that cash.

16 Q Did he carry a lot of cash with him?

17 A He carried a good bit.

18 Q Where did he keep his cash?

19 A I don't know whether he had a bank, safe or what.

20 Q You don't know whether that there was a safe at the
21 store?

22 A Let's see, there used to be a old small one. Frank
23 could have carried that to the barn. I don't know. He
24 had a little one, you know, a little bitty thing.

25 Q Okay. In July of last year can you tell me whether

1 or not you had an encounter with Linda Campbell in the
2 Dollar Store?

3 A No, I asked her about that truck of Frank's. She
4 said it's going to be eight months and I come by and the
5 truck was gone. See, me and Frank, we just made, like we
6 talking now, we just plain up. We'd make deal on
7 something. I'd pay on it every month.

8 Q Did Linda Campbell say anything to you objecting to
9 your being a witness for the Duttons in this case?

10 A No.

11 Q Okay. That's all the questions I have.

12 MS. MEDLIN: Briefly, Your Honor.

13 CROSS-EXAMINATION

14 By Ms. Medlin:

15 Q Mr. Davenport, were you subpoenaed to be here today?

16 A Yes, ma'am.

17 Q Okay. And now you've stated that you know that Frank
18 signed your name on some documents, is that right?

19 A Yeah.

20 Q Okay. But you agreed for him to do that?

21 A Oh, yeah.

22 Q Okay. So you didn't mind him doing that?

23 A I trusted this man.

24 Q Okay. And how long ago has it been since you worked
25 with Frank?

- 1 A Oh, Lord. Let's see, about, almost five years.
- 2 Q Okay. And so are you aware Frank passed away in
- 3 2013?
- 4 A Oh, yeah.
- 5 Q Okay. Were y'all working together when he passed
- 6 away?
- 7 A No.
- 8 Q Okay. So do you know about how long before Frank
- 9 passed away that you were working with him?
- 10 A About three years. See, I was working for him when I
- 11 had the stroke.
- 12 Q You had a stroke?
- 13 A Yeah.
- 14 Q Okay.
- 15 A I was working for him.
- 16 Q Okay.
- 17 A In Greenwood.
- 18 Q So but it had been about three years before Frank
- 19 passed since you had last worked with him, is that right?
- 20 A Yeah.
- 21 Q Okay. Did you see him at all in that period?
- 22 A Oh, yeah.
- 23 Q But did you have everyday dealings with him?
- 24 A I see him, two or three times a week.
- 25 Q Okay. And as far as the payments that you say that

1 Dennis Dutton made to Frank, was that when you were
2 working with Frank?

3 A Yeah.

4 Q Okay. So it was at least three years before he
5 passed away, is that right?

6 A Well, it was about, about two years because I had a
7 Oldsmobile car. And Frank called me, I went to the doctor
8 that day. He called me and wanted to know would I go by
9 Cemetary Road and pick up some money.

10 Q And do you know how much it was?

11 A No, I don't.

12 Q Okay.

13 A I know it was thick...

14 Q But you don't know how much it was?

15 A No.

16 Q Okay. And did you ever witness either Lisa Dutton or
17 Dennis Dutton giving money to Frank?

18 A Well, I seen him give him some cash, but I couldn't
19 say how much. I'd be cutting grass or something.

20 Q Okay. And so was that whenever you were working with
21 Frank?

22 A Yeah.

23 Q Okay. So it was prior to them living on Cemetary
24 Road?

25 A Yeah.

1 Q Okay. So the money that you saw them give Frank was
2 before they lived on Cemetary Road?

3 A Well, I don't know about it. Like I say, when I come
4 from the doctor that one day, I went by and Dennis had an
5 envelope.

6 Q Okay. And are you aware that the alleged sale of the
7 Cemetary Road property to Dennis Dutton did not occur
8 until December 2012, did you know that?

9 A Yes.

10 Q Okay. And then Frank passed away in April of 2013?

11 A Yeah.

12 Q Okay. Did you see any money exchanged between them
13 and that timeframe?

14 A That time I went by Cemetary Road and picked up that
15 money.

16 Q Okay. So that time and you don't know how much that
17 was?

18 A No, I don't.

19 Q Okay. And are you aware that the Duttons claim to
20 have rented or purchased other property from Frank in the
21 past?

22 A Oh, yeah.

23 Q Okay.

24 A Frank said, well I got enough of places, I sold
25 Dennis Dutton. He carried him down on the lake, showed

1 him that. He talked about buying it and then he moved to
2 the other one, moved down there.

3 Q Okay. So they moved around from a lot of places
4 dealing with Frank?

5 A Yeah.

6 Q Okay. And so is it possible that some of the
7 payments that you say that you saw Dennis make were
8 related to other properties as well?

9 A No. At one time, I was working and I swung by and
10 picked a payment up for him. I remember, got my beer and
11 went on home.

12 Q Okay. Did you know the Duttons prior?

13 A Oh, yeah. I bought a truck from Dennis Dutton and
14 them.

15 Q Okay. So how long have you known the Duttons?

16 A About 10 to 12 years, somewhere around there.

17 Q Okay. And so you've known them about as long as you
18 knew Frank, is that right?

19 A Well, I knew Frank all my life.

20 Q Okay. All right.

21 MS. MEDLIN: No further questions, Your Honor.

22 MR. FERGUSON: No further questions. I'd ask that
23 the witness be excused.

24 MS. MEDLIN: No objection.

25 THE COURT: Okay. You may stay or go.

1 MR. DAVENPORT: I'm gone.

2 MR. FERGUSON: We call Larry William Colson, III.

3 LARRY COLSON, being
4 first duly sworn, testified as follows:

5 DIRECT EXAMINATION

6 By Mr. Ferguson:

7 Q Do you know Frank Lollis?

8 A Yes, sir.

9 Q Okay. And did you have an opportunity to observe
10 what kind of relationship he had with the Duttons?

11 A Yes, sir.

12 Q What sort of relationship was that?

13 A Very close.

14 Q How close were Frank and Dennis?

15 A Almost as if they were brothers.

16 Q And do you know anything about the Duttons making
17 trailer payments to Frank?

18 A I took one payment myself personally.

19 Q And when was that?

20 A Probably in, I think it was December or January,
21 December of '13, I think that it was.

22 Q Well, Frank died in April of 2013.

23 A Well, it may have been in '12.

24 Q Okay. And you took that to where?

25 A To Ms. Kathleen's house.

1 Q Okay. And was she present when you were making the
2 payment?

3 A Yes, sir.

4 Q How much of a payment did you make?

5 A A \$700.00 dollar check.

6 Q Check or cash?

7 A I think it was a check.

8 Q Well, let me show you your affidavit to, well, I'll
9 just go with what you remember then but, \$700.00 dollars?

10 A Yes, sir.

11 Q And did Kathleen Lollis see you making this payment?

12 A Yes, sir.

13 Q And did Frank write a receipt?

14 A No, sir.

15 Q Okay.

16 MR. FERGUSON: That's all the questions I have of
17 this witness.

18 MS. MEDLIN: Thank you, Your Honor.

19 CROSS-EXAMINATION

20 By Ms. Medlin:

21 Q Mr. Colson, how did you know the defendants, the
22 Duttons?

23 A Actually, I went to school with Kelsey.

24 Q And did y'all date for a period of time?

25 A Yes, ma'am.

1 Q About how long did you date Kelsey Dutton?

2 A Two and a half years.

3 Q And are you currently dating her?

4 A We're talking as friends.

5 Q Okay. And so at the time that you alleged to have
6 made a payment on behalf of the Duttons to Frank Lollis,
7 were you dating Kelsey then?

8 A Yes, ma'am.

9 Q And how long have you known the Duttons?

10 A Since about October of 2011.

11 Q Okay. And in regard to the payment that you alleged
12 to have paid, you stated that it was a check?

13 A Yes, ma'am.

14 Q Is that right? Okay. And tell me about that
15 particular day?

16 A Well, I think Dennis was tied up doing something, and
17 he asked me personally to take the check over there, so me
18 and Kelsey did. I knocked on the door. Frank was sitting
19 in a recliner chair. His mama was sitting in the other
20 recliner. And I told Frank that Dennis sent me to pay a
21 trailer payment. And he had told me, he said all right,
22 well tell Dennis I'll get up with him in a little bit.

23 Q Okay. And so did you specifically state that you
24 were making a trailer payment for Cemetary Road?

25 A Yes, ma'am.

1 Q You did?

2 A Yes, ma'am.

3 Q Okay. And why didn't you give the payment to Ms.
4 Lollis?

5 A They told me to give it to Frank.

6 Q Okay. And so as far as the type of payment, do you
7 remember signing an affidavit in this case?

8 A Yes, ma'am.

9 Q And do you remember signing that September 5th of
10 2013?

11 A Yes, ma'am.

12 Q Okay. Would you agree that in the affidavit you
13 actually stated that you gave Frank \$700.00 dollars in
14 cash?

15 A Yes, ma'am.

16 Q Okay. So which is it, did you give Frank cash or a
17 check?

18 A I gave him a check, a check. At the time, I wasn't
19 too sure because I couldn't quite remember. But I am
20 pretty sure it was a check.

21 Q So how do you remember it was a check today?

22 A That's just what I feel is what it was.

23 Q And how did you know Frank Lollis?

24 A I've actually gone with Dennis to Frank's house to
25 help on some of the heavy equipment.

1 Q Okay. So you started dating Kelsey in October of
2 2011?

3 A Yes, ma'am.

4 Q Okay. And how often did you see Frank Lollis?

5 A Well, he come to Dennis' all the time.

6 Q Okay. And would you be there?

7 A Most of the time; yes, ma'am.

8 Q Okay. And did you ever witness any other money for
9 Cemetary Road exchange between the Duttons and Frank
10 Lollis?

11 A If they did, that was none of my business. So I
12 tended not to get into it.

13 Q Okay. And did you ever see any money exchanged
14 between the Duttons and Ms. Kathleen Lollis?

15 A Like I say, that was none of my business; so I didn't
16 really get into it.

17 Q Okay. And now would you agree that the Duttons
18 worked for Dennis, I mean, I'm sorry. That the Duttons
19 worked for Frank?

20 A I wouldn't say work but just helped him when he
21 needed it.

22 Q Okay. And did you ever see Frank pay the Duttons?

23 A No, ma'am.

24 Q Okay. And as far as the receipt that you testified
25 that you received from Frank, what was the date of that

1 receipt?

2 A I didn't receive a receipt.

3 Q You did not get a receipt?

4 A No, ma'am.

5 Q Okay. And referring back to the affidavit that
6 you've stated you recall signing on September 5th, 2013,
7 would you agree that your affidavit stated, "Frank wrote
8 me a receipt for the money?"

9 A Frank did not write me a receipt. He told me that he
10 would get with Dennis later.

11 Q Okay. So why would you have signed an affidavit
12 claiming that you had a receipt if, in fact, you never
13 received a receipt?

14 A I am not sure.

15 Q If I may present to you a copy, does this appear to
16 be the affidavit that you agree you signed in September of
17 2013?

18 A Yes, ma'am.

19 MS. MEDLIN: We would move to mark this as
20 Plaintiffs' Exhibit 16.

21 REPORTER: Number 16.

22 (Whereupon, Plaintiff's Exhibit 16 was admitted into
23 evidence.)

24 MS. MEDLIN: And no further questions for this
25 witness, Your Honor.

1 THE COURT: Redirect?

2 MR. FERGUSON: No redirect.

3 THE COURT: All right.

4 MR. FERGUSON: I'd ask that the witness be excused.

5 THE COURT: And do you object?

6 MS. MEDLIN: No objection.

7 MR. FERGUSON: We call Charles Thompson.

8 CHARLES THOMPSON, being

9 first duly sworn, testified as follows:

10 DIRECT EXAMINATION

11 Q Mr. Thompson, how long had you known Frank Lollis?

12 A All my life. I'm 44. I've known him since I was a
13 kid.

14 Q And how far away did you live from Frank?

15 A Maybe two miles.

16 Q So did you see him a good bit?

17 A Oh, yeah.

18 Q And did you work with Frank from time-to-time?

19 A No. We worked together. Well, I own my own business
20 but I would get him to move equipment and stuff for me and
21 stuff like that until I was able to buy my own truck.

22 Q Okay. So instead of saying work for him, I guess I
23 should have asked if you worked with him?

24 A Yes.

25 Q And what type of work were you doing?

1 A I was a licensed general contractor and septic tank
2 installer and repair, mobile home installation and repair.
3 Q What sort of business is, was Frank in?
4 A He did tank installation and mobile home set up also.
5 Q Did he haul gravel?
6 A Yes.
7 Q Did he clear land?
8 A Yeah, he done some grading work.
9 Q Had he built ponds sometimes?
10 A Yes.
11 Q What kind of equipment did he have for his business?
12 A I know that he had a backhoe and a dump truck and a
13 dozer here and there.
14 Q Did he have a bobcat?
15 A Yeah, I believe he had a little bobcat.
16 Q Okay. Did he own that or rent that?
17 A Lord, I couldn't tell you.
18 Q Do you know whether or not he purchased anything from
19 Martin Auction?
20 A I have been to the auction with him. Now what he
21 bought, I have no idea.
22 Q Okay. Do you know whether or not Frank traditionally
23 carried large amounts of cash?
24 A I knew he carried cash. I couldn't tell you how
25 much.

1 Q All right. Did you ever see a big roll of cash with
2 him?

3 A Yeah.

4 Q And he typically had a big roll of cash with him?

5 A He has.

6 Q Okay. And do you know where he kept his cash?

7 A No, sir.

8 Q How would you characterize the relationship between
9 Frank and Dennis Dutton?

10 A They seemed to get along pretty good to me.

11 Q Did Dennis also work for Frank?

12 A I have helped him around the shop there before.
13 Yeah.

14 Q Okay. Was Dennis the mechanic?

15 A That and when I was around him, that's what we done.

16 Q As far as the trailer that Dennis Dutton moved into,
17 did Frank treat that trailer and that land as being his?

18 A As being whose?

19 Q As being Frank's before it got sold?

20 A Pretty much.

21 Q Did you help make the trailer ready before Dennis
22 moved in?

23 A I rewired a well pump.

24 Q And who paid you for that?

25 A Frank paid me.

1 Q And who did you understand was moving into that
2 trailer?

3 A When I did that work, I was under the understanding
4 that Linda Parnell or whatever was going to be staying
5 there.

6 Q But this is the trailer where Dennis Dutton lives
7 now?

8 A Right. I was under the impression he moved an old
9 one and put one back for her.

10 Q And since you were living in the neighborhood of,
11 well, first of all, how far is the Dutton trailer from
12 where the Lollis' lived?

13 A I'd say around seven miles.

14 Q Okay. Prior to this lawsuit getting started up, were
15 the Duttons, do you know how long the Duttons were living
16 in their trailers before this lawsuit began?

17 A I couldn't tell you how many years, but I know they
18 were.

19 Q At least a year?

20 A I'd say so.

21 Q Okay. Do you know whether the Duttons had lived in
22 other Lollis property before they bought these trailers?

23 A I know they lived in several. One was in front of me
24 when I had a residence on Buzhardt Road.

25 Q Okay. When they moved from one property to another,

1 were they generally trading up?

2 A I never really been in many of the properties, so I
3 couldn't tell you that.

4 Q Okay. Answer Ms. Medlin's questions.

5 A All right. Thank you.

6 MS. MEDLIN: Thank you.

7 CROSS-EXAMINATION

8 By Ms. Medlin:

9 Q Mr. Thompson, how long have you known the defendants,
10 the Duttons?

11 A Probably around 10 or 12 years.

12 Q Okay. And so are you familiar with their typical
13 residence and where they live?

14 A Like I said, they have lived in several different
15 ones.

16 Q Okay. And as far as the work that you testified that
17 you did on the Cemetary Road property, was that when Lisa
18 Dutton was already living on the property?

19 A No one was living there yet.

20 Q Okay. So the last time that you have been on
21 Cemetary Road to do any work would have been prior to the
22 Duttons residing there, is that correct?

23 A Yes. I have been on this since '08.

24 Q Okay. All right. So you did not do any work during
25 that time when they were moving there or lived there.

1 Okay. And the last person that you knew to work there
2 when you were working there was Linda Parnell?

3 A Right.

4 Q Have you ever done any work for the Duttons on that
5 property since they've been living there?

6 A No.

7 Q Okay.

8 A I just later found out that they had moved there.

9 Q Okay. You testified that you knew that Dennis had
10 done some work for Frank, is that right?

11 A Yes.

12 Q Okay. And how long do you think he was working for
13 Frank?

14 A It was sporadic, just different periods of time.

15 Q Okay. Did you ever see Frank pay him money for his
16 work?

17 A No, that's something he kept apart from everyone
18 else, what you did and his business, you know."

19 Q Okay. And did you know Lisa Dutton to do work for
20 Frank?

21 A I never was involved around that.

22 Q Okay. Are you aware that the defendants alleged to
23 have paid more than \$80,000.00 dollars for this property
24 on Cemetary Road?

25 A I have heard stories both directions. I steer clear

1 of it, because it wasn't pertaining to me.

2 Q And based on your knowledge of the defendants, do you
3 have any reason to believe that they had the financial
4 ability to do that?

5 MR. FERGUSON: Objection. There has to be a
6 foundation laid for how he would have the knowledge of
7 their finances.

8 THE COURT: I think he's testified he didn't mind
9 other people's business, so sustained and ask a different
10 question.

11 Q Mr. Thompson, at any point, did you see any money
12 exchanged between any of the defendants and Frank Lollis?

13 A No.

14 Q So you never saw them make any payments?

15 A No, only what I was told, that they were renting.

16 Q All right. And did you ever see the defendants make
17 any payments to Ms. Kathleen Lollis or Linda Campbell?

18 A No.

19 Q Okay. So you've never seen any money being
20 exchanged?

21 A No.

22 MS. MEDLIN: No further questions, Your Honor.

23 REDIRECT EXAMINATION

24 By Mr. Ferguson:

25 Q Is there any reason that the Duttons would make

1 payments in your presence?

2 A Not that I know of.

3 Q Okay.

4 MR. FERGUSON: That's all the questions I have and
5 asked the witness be excused.

6 MS. MEDLIN: No objection.

7 THE COURT: You may be excused.

8 MR. FERGUSON: I call Jimmy Leopard.

9 JIMMY LEOPARD, being
10 first duly sworn, testified as follows:

11 DIRECT EXAMINATION

12 By Mr. Ferguson:

13 Q Did you know Frank Lollis?

14 A Yes, sir.

15 Q State your name for the record?

16 A Jim Leopard.

17 Q And, Mr. Leopard, you said that you did know Frank
18 Lollis?

19 A Yes, sir. He had done some work for me. He put in a
20 septic tank for my son when my son moved onto my property.
21 And he moved a trailer/mobile home for me and back in 2002
22 and set it up on the property for me.

23 Q What kind of equipment did you see that Frank had?

24 A He had trucks, backhoes, even had a rollback. He had
25 bulldozers. He had all kind of equipment.

1 Q And do you know anything about Dennis working for
2 Frank?

3 A Yes, sir. He'd work for Frank for many years, just
4 like he said, you know, off and on when Frank needed work
5 done, he would call on Dennis.

6 Q And did they have a friendly relationship?

7 A Yes, sir. They sure did.

8 Q Have you bought property from the Duttons?

9 A Frank?

10 Q Well, have you bought property from Frank?

11 A I don't know. He's bought, well, he bought a lot of
12 property from Frank, if that's what you stating.

13 Q And did you buy any property?

14 A No, sir.

15 Q Do you know anything about Frank signing off the lien
16 on Dennis' property?

17 A Yes, sir. It was in February the 3rd, I think. I
18 had went over to Dennis and Lisa's just to visit. And me
19 and Dennis was standing out in the yard and Frank come
20 driving up in a little white Saturn, 4-door car. And me
21 and Dennis walked over there to where Frank was. And I
22 spoke to Frank. I said, "How you doing, Mr. Frank." And
23 he said, "I ain't doing worth a heck." And then he told
24 Dennis, he said, "Get Lisa out here, I got the title to
25 the trailer on the other property."

1 MS. MEDLIN: Objection, Your Honor. This is hearsay.
2 I mean, he's going to Frank Lollis who's now deceased.

3 THE COURT: I tend to agree with her. Can you
4 rephrase it?

5 Q You can just not say what Frank Lollis said, but tell
6 us what you saw?

7 A He pulled up and he had the title. He had a title in
8 his hand for the trailer and he told -- well, he asked,
9 get Lisa out there. That's all I can say.

10 MS. MEDLIN: Objection, Your Honor.

11 Q Okay. So you saw him sign off the lien on Dennis'
12 trailer?

13 MS. MEDLIN: Objection, Your Honor. He's leading at
14 this point.

15 THE COURT: Rephrase your question.

16 Q Tell me whether or not you saw Frank Lollis sign off
17 the lien on Dennis' trailer that day?

18 A No, I did not. I stood and talked with Dennis a few
19 minutes and Lisa came out there and I left and went home.

20 Q Okay.

21 A So I didn't actually see any signing of a title.

22 Q But he had the title with him?

23 A Yes, sir. He had the title sitting in his lap when
24 me and Dennis walked over to the car talking to him.

25 Q Okay. And as far as you know the reason he had, he

1 brought the title was he was going to sign it off and give
2 it to Dennis?

3 A Yes, sir.

4 Q What kind of condition was he in mentally at that
5 point?

6 A He had lost a lot of weight, but he was in stable,
7 good condition in my point of view.

8 Q Okay. That's all the questions I have.

9 CROSS-EXAMINATION

10 By Ms. Medlin:

11 Q Mr. Leopard, do you know the plaintiffs, Ms. Kathleen
12 Lollis and Linda Campbell?

13 A I know of them. I don't really know them personally.

14 Q So you've never met them directly?

15 A No.

16 Q Okay. And how do you know the defendants, the
17 Duttons?

18 A Lisa is my first cousin.

19 Q Okay. So how long have you known Lisa then, your
20 entire life?

21 A Yes, ma'am.

22 Q Okay. And what sort of relationship would you say
23 that y'all have?

24 A We have a good relationship.

25 Q Okay. And so you would want to help her out if she

1 asked you to, is that right?

2 A No, not lie for her; no, ma'am.

3 Q Okay. Now, you stated that you knew Frank?

4 A Yes, ma'am.

5 Q Okay. How long did you know Frank?

6 A I had knew Frank for probably about 15 years.

7 Q Okay. And when would you say was the last time that
8 you saw Frank?

9 A The last time I saw Frank was on February the 3rd
10 when I was over at Dennis'. That was 2013.

11 Q Okay. 2013?

12 A Yes, ma'am.

13 Q And in regard to actually seeing Frank on his
14 property or being at his house, when was the last time
15 that you saw Frank at his house?

16 A I went up to the store. Me and Dennis rode up to the
17 store, I think, probably three weeks or four weeks before.
18 I was at Dennis' on the 3rd and went up, rode up to the
19 store and he was at the store.

20 Q Okay. And did you see any money exchange between
21 Dennis and Frank at that point?

22 A No, ma'am.

23 Q Okay. Have you ever seen any money exchanged between
24 either Lisa or Dennis and Frank Lollis?

25 A No, ma'am.

1 Q Now as far as the equipment that you've testified
2 that you believe Frank Lollis had, when was the last time
3 you saw that equipment?

4 A Well, he had the, the truck to pull my trailer to my
5 house. He also had a rollback to come over there. He had
6 another truck to come haul the bricks and stuff, the
7 blocks and stuff to underpin it with. I seen that at my
8 house in 2002. Now, I don't know -- and the bulldozers
9 and stuff. I went over there. Dennis was working on one
10 of them for him and I went up there. I went to Dennis'
11 and he was up there. So I went up there where they was at
12 and he was working on a bulldozer and Dennis had used one
13 of them little bobcats.

14 Q And so do you remember the year approximately when
15 you saw the bulldozer and the bobcat?

16 A It would have been--

17 Q Would it have been in 2002 as well?

18 A No, 2012.

19 Q Okay. So after that time you never, you didn't see
20 that property?

21 A No, ma'am.

22 Q Okay. And as far as whether or not Frank Lollis
23 owned that property, I mean, you don't have any knowledge
24 as to whether or not it was his, is that right?

25 A No, ma'am.

1 Q Okay.

2 A I do not.

3 Q Okay. All right.

4 MS. MEDLIN: No further questions, Your Honor.

5 MR. FERGUSON: I'd ask that the witness be excused.

6 THE COURT: You may be.

7 MS. MEDLIN: No objection.

8 THE COURT: All right. How many more we got? I'm
9 starting to run ragged.

10 MR. FERGUSON: How many more?

11 THE COURT: Yeah, I'm getting tired.

12 MR. FERGUSON: We've used up most of the short
13 witnesses.

14 THE COURT: All right. Well, I'm kind of in line.
15 Let's start back in the morning and let me come back
16 fresh. I like mornings a lot better than I like
17 afternoons. Let's pick this back up at 9:00 o'clock in
18 the morning.

19 MS. MEDLIN: 9:00, okay.

20 THE COURT: All right.

21 MS. MEDLIN: Thank you.

22 March 18, 2015

23 THE COURT: Are you ready?

24 MR. FERGUSON: I'd like to hand up some law.

25 THE COURT: Okay.

1 MR. FERGUSON: You ready?

2 THE COURT: Sure.

3 MR. FERGSON: Okay. Call Nancy Ridley.

4 NANCY RIDLEY, being

5 first duly sworn, testified as follows:

6 DIRECT EXAMINATION

7 By Mr. Ferguson:

8 Q Ms. Ridley, where do you work?

9 A Laurens County Building Codes.

10 Q And how long have you worked there?

11 A Eight years.

12 Q What does your office do?

13 A We are building codes. We inspect buildings, mobile
14 homes, register mobile homes, do inspections for the
15 County.

16 Q Okay. And do you know anything about a transfer of a
17 trailer from Frank Lollis to Lisa Dutton?

18 A I do.

19 Q Was there a problem with that transfer?

20 A No, sir.

21 Q Was there, well, did there have to be some changes in
22 the documents after it was initially done?

23 A Before I could even register it, they had to do an
24 amendment on their contract sale. It had the wrong VIN
25 number on it, on the mobile home.

1 Q Okay. And was the --

2 MR. FERGUSON: Is the amendment of Contract of Sale
3 already in evidence, Plaintiff's number 3.

4 Q Is this the amendment you're talking about,
5 Plaintiff's 3?

6 A It is.

7 Q And why did the contract have to be amended?

8 A The VIN number was incorrect on the original
9 contract.

10 Q Okay. Who worked on behalf of, on Frank's side, who
11 worked to straighten out the papers?

12 A My office just, I'm the one that did the, tried to
13 set up the original permit. And I saw the discrepancy and
14 I handed it back to Ms. Dutton and told her that it needed
15 to be revised.

16 Q Okay.

17 A And that was taken care of through Assessor's and
18 Clerk of Court. I couldn't do anything with it.

19 Q Can you tell me whether or not Frank Dutton was,
20 Frank Lollis was involved in straightening out that title?

21 A No, sir; I cannot.

22 Q Okay. Do you know if Barry Adams was involved?

23 A I cannot.

24 Q Okay. Did you see anybody actually working on the
25 papers to straighten out the title?

1 A No, sir. That's not my area. That's a totally
2 different department.

3 Q Do you know anything about anybody signing Lisa
4 Dutton's name to any of the papers involved in the
5 transfer?

6 A No, sir; I do not.

7 Q Okay. Frank Lollis never denied that he was trying
8 to transfer trailers to Lisa Dutton and Dennis Dutton, did
9 he?

10 A First off, we don't deal with the other customer who
11 is selling the mobile home to the one that's permitting
12 it. They have to have the title put in their name through
13 the DMV. All that's done with them at the DMV. It comes
14 back to us in the new owner's name.

15 Q Okay. Let me ask you about this document?

16 A That's our inspection that Lisa has to sign when she
17 pays for it, or when she paid for it. That's the only
18 thing she signs for me, and that's the permit. She can't
19 get that until she has the title in her name.

20 Q Okay. And that pertains to the Cemetary Road
21 property, the trailer?

22 A Yes, it does.

23 MR. FERGUSON: This is number 33, Defendant's.

24 (Whereupon, Defendant's Exhibit 33 was admitted into
25 evidence.)

1 Q And what's this document?

2 A That is, here's what takes place. We have a mobile
3 home permit and we have an electrical permit. Both of
4 these have to be issued if there's power to be put on a
5 mobile home. The inspector at that point does an
6 inspection. If it passes, this sheet is passed.

7 Q Okay. What's the date on that?

8 A On the electrical permit, she bought the permit on
9 2/15/2012.

10 Q Okay. And is that generally something that's done
11 right before somebody moves in?

12 A That's done, that has to be done before, when they
13 register the mobile home whether they've moved in or not.
14 They have to procure a permit.

15 MR. FERGUSON: All right. I'll introduce that.

16 (Whereupon, Defendant's Exhibit 34 was admitted into
17 evidence.)

18 Q Tell me about this document?

19 A That is our hard copy file for no one, no purpose
20 other than our recording, the time we were doing this.

21 Q Okay. And what is that document?

22 A It's an index card, hard copy of the mobile home,
23 with all the information on it.

24 Q And about the ownership of the mobile home?

25 A Yes, sir.

1 Q And what's the date on that card?

2 A It was processed on 2/15/2012.

3 MR. FERGUSON: Thank you.

4 REPORTER: Okay. Number 35.

5 (Whereupon, Defendant's Exhibit 35 admitted into
6 evidence.)

7 Q All right. Tell me about this document?

8 A That is a residency form that the Assessor's Office
9 requires of all residents of Laurens County to fill out if
10 there is a resident of Laurens County, if they reside at
11 that address.

12 Q Okay. And the date on that?

13 A Let's see, she signed it 2/15/12. This is just a
14 copy we have for our file.

15 Q Okay.

16 (Whereupon, Defendant's Exhibit 36 was admitted into
17 evidence.)

18 Q And this document?

19 A At the time when we were doing this, we had to do a,
20 if there was a change on ownership, taxes, map number,
21 anything, a notice of change on real estate had to be
22 filled out and sent to the Auditor's Office.

23 MR. FERGUSON: This is number 37.

24 REPORTER: And that's number 37.

25 (Whereupon, Defendant's Exhibit 37 was admitted into

1 evidence.)

2 A I don't have anything to do with that. That's the
3 Auditor's Office. That's out of my hands.

4 Q All right. Well, I'd like to introduce this as a
5 public document. It's an application for homestead
6 exemption.

7 THE COURT: Like application for Homestead Exemption?

8 MR. FERGUSON: Yeah, application for Homestead
9 Exemption.

10 THE COURT: It'd be admitted all in the same, number
11 38. It's the same mobile home, is it not?

12 MR. FERGUSON: Yes, sir.

13 (Whereupon, Defendant's Exhibit 38 was admitted into
14 evidence.)

15 Q All right. Now, is this a document from your office?

16 A It sure is.

17 Q And what is it?

18 A It's a manufactured home permit that goes with the
19 electrical permit.

20 Q And this is for Lisa Dutton's trailer?

21 A It is.

22 MR. FERGUSON: I'd like to introduce this.

23 REPORTER: That is number 39.

24 (Whereupon, Defendant's Exhibit 39 was admitted into
25 evidence.)

1 MR. FERGUSON: That's the questions I have for this
2 witness.

3 CROSS-EXAMINATION

4 By Ms. Medlin:

5 Q Good morning, Ms. Ridley.

6 A Hey.

7 Q I have just a few questions for you. When someone
8 comes to your office, what is your general procedure as
9 far as the documents that you all require from that person
10 in order to go through the process?

11 A The title has to be in the person who is registering
12 the mobile home. That comes from DMV. Before we can ever
13 even accept it and register it, the title has to be put in
14 their name. Second, they have to have a 911 address.
15 Third, they have to have a septic tank report from DHEC
16 and fourth is a 911 address from communications. If it's
17 coming from another county, they have to procure that
18 moving permit from that County and all paid tax receipts.

19 Q Okay. And does your office typically require a party
20 to provide photo identification when they come in?

21 A No, not until we do the residency form.

22 Q Okay.

23 A But today, we don't do that any longer. They have to
24 go right to the Assessor's Office. So yes, there is a
25 photo ID. There's nothing coming in that, you know, the

1 person standing there is not somebody else.

2 Q Okay. And so, but in the initial process of
3 obtaining a permit, the person would not be required to
4 provide any sort of ID, is that right?

5 A Yes, at the time they would, to do the residency
6 form. We no longer handle the residency form in building
7 codes.

8 Q Okay. So that would be done in a separate office?

9 A It is now. But at the time, she did it here in my
10 office, the residency form.

11 Q So that's a change since then?

12 A Yes.

13 Q Now, as far as the actual obtaining of the permits,
14 does your office actually have to see the owner of the
15 mobile home that was prior to this person? So the former
16 owner?

17 A No, ma'am.

18 Q Do they have to see them at all?

19 A No, ma'am.

20 Q Okay. So your office would not have any knowledge of
21 how the mobile home title was transferred into this, we'll
22 say, new owner's name, is that right? Y'all don't have
23 any knowledge of that process?

24 A No, the title has to be done at the DMV.

25 Q Okay, all right. So, whenever the title comes to

1 you, that's basically when you get involved?

2 A Yes, ma'am.

3 Q Okay. And is this process any different if there's a
4 lien on the title?

5 A Not for me, it's not.

6 Q Okay. So your process would not change?

7 A No, ma'am.

8 Q And you don't require any lienholder to participate
9 in any of the transfers or the documents?

10 A I do not.

11 Q Okay. Ms. Ridley, if I could refer you to what's
12 been marked as Defendant's Exhibit 37?

13 A Yes.

14 Q You've testified to that document as far as it being
15 a change in property, is that right?

16 A It's what the, at the time, the Auditor's Office was
17 requiring of us, anytime there was a name change, there
18 was a tax map number change, a class change or anything
19 like that, we had to fill this out and send it to them.

20 Q Okay. And so what would you all base that
21 information on? Are you getting that information from the
22 person who's applying for the title, or are you getting it
23 from property records?

24 A Half and half. We have to verify anything they tell
25 us.

1 Q Okay. So the information that's provided there on
2 that piece of paper would have come from both the person
3 requesting the permit and also any titles or contracts
4 that might be on record with the Court?

5 A Yeah. We have a, the Building Codes is kind of
6 limited on how far we get into this. We have a permit
7 system but we are able to look at the, at the tax screen.
8 And that's how we, if there's any questions, we have to
9 call the Auditor's Office or the Treasurer's Office and
10 sometimes the Assessor's Office, to get the information
11 correct.

12 Q Okay. If I could just get for you to clarify for us,
13 on the top half of this page it would appear, it says the
14 title is Notice of Change in Real Property Assessment and
15 it says the name of the property owner is Frank Lollis.
16 However, it then references a 2005 Giles mobile home. Is
17 that actually saying that the property owner for the land
18 would be Frank Lollis, or is that specifically referring
19 to the mobile home?

20 A Mobile home.

21 Q Okay.

22 A We do not do land in Building Codes.

23 Q Okay. So even though it says Notice of Change in
24 Real Property, it doesn't mean land?

25 A That's right.

1 Q Okay. And just referring to the mobile home title?

2 A That's right.

3 Q Okay. All right.

4 MS. MEDLIN: No further questions.

5 MR. FERGUSON: Call Robert Dutton.

6 ROBERT DUTTON, being

7 first duly sworn, testified as follows:

8 DIRECT EXAMINATION

9 By Mr. Ferguson:

10 Q State your full name, please.

11 A Robert Allen Dutton.

12 Q And are you related to any of the defendants here?

13 A Yeah, Dennis and Lisa Dutton.

14 Q Okay. And did you know Frank Lollis?

15 A Yes, sir.

16 Q How long?

17 A I know him about two years.

18 Q And do you know anything about Dennis making payments
19 to Frank for the trailer and land?

20 A I had seen Dennis hand him some money a couple two or
21 three times.

22 Q And where was that?

23 A That was over at Frank's.

24 Q At Frank's house?

25 A Yeah.

1 Q Okay. Was Kathleen Lollis present at the time?

2 A No, sir.

3 Q When was the last time you saw Frank?

4 A I didn't see Frank hardly no more after he got real
5 bad sick.

6 Q Do you remember Dennis working on his bulldozer?

7 A Yeah, I helped.

8 Q Okay. How long before Frank died is that?

9 A I can't remember back then.

10 Q Okay.

11 A I can't hardly remember, you know.

12 Q What kind of equipment did Frank have in his
13 business?

14 A Well, Frank had bulldozers, he had backhoes, he had
15 bobcats, he had dump trucks, he had track hoes. And he
16 had lowboys, and you know, dump trucks, all kinds of
17 stuff; equipment, tractors, bush hogs, all kinds of stuff.

18 Q He owned that?

19 A Yes.

20 Q Okay. Do you have any idea the approximate value on
21 all that?

22 A No, I sure don't.

23 Q And what kind of relationship did Dennis and Lisa
24 have with Frank?

25 A Well, Frank thought more of them like kids to them,

1 like his own kids. That's just the way it was.

2 Q Okay. That's all the questions I have.

3 CROSS-EXAMINATION

4 By Ms. Medlin:

5 Q Mr. Dutton, you've stated that you're related to the
6 defendants?

7 A Yes.

8 Q Okay. And how are you related to them?

9 A That's my brother and that's my sister-in-law.

10 Q Okay. And were you subpoenaed to be here today?

11 A Yes, ma'am.

12 Q And do you know the plaintiffs, Ms. Kathleen Lollis
13 or Linda Campbell?

14 A I don't really know them, but I have seen them
15 before.

16 Q Okay.

17 A She worked at the store, and I have been in the store
18 to buy stuff.

19 Q Okay. But you don't have any personal knowledge of
20 them?

21 A No.

22 Q Okay. And you've stated this morning that you knew
23 Frank Lollis for about two years, right?

24 A Yes, ma'am.

25 Q Okay. What timeframe was that? Can you tell us

1 approximately when you met him the first time?

2 A And I can't remember back when I first met Frank. I
3 went down and asked him for a job.

4 Q Okay.

5 A I lived on Indian Mound Road about a mile from where
6 he lived.

7 Q Okay.

8 A So, if I come up with something, I would let him
9 know.

10 Q All right. And so when you said you went to Frank's
11 house, where did Frank live?

12 A He lived on Indian Mound Road right there in that
13 little, I guess, apartment or whatever it is, a store,
14 parts store, a little house there.

15 Q Okay.

16 A And his shop and all was right there at the end of
17 it.

18 Q All right. And you've also testified that you saw
19 Dennis Dutton giving Frank money?

20 A Yes, ma'am. But I didn't know what, which one it was
21 for or what it was for, but yes.

22 Q Okay. So you didn't know what property it was for?

23 A No.

24 Q Do you know when it was?

25 A No, I can't remember. I can't remember nothing like

1 that.

2 Q Okay. And you don't know any amounts either?

3 A No, ma'am.

4 Q Okay.

5 A That was none of my business.

6 Q All right. And as far as the equipment that you
7 testified that Frank Lollis owned, when was it that you
8 believe you saw this equipment?

9 A It'd be about, I guess, about a year ago. I guess,
10 somewhere along in there anyway.

11 Q All right. And how do you know that it was Frank's
12 equipment?

13 A Well, I knew it was Frank's equipment. I did,
14 because, you know, Frank wouldn't let you mess with his
15 stuff.

16 Q Okay. But you didn't know if it belonged to other
17 people in his family or if he was renting it or anything?

18 A No. He wouldn't never rent his stuff out.

19 Q Okay. Now, you testified that with regard to Frank's
20 relationship with the Duttons that he kind of thought of
21 them as kids, as his kids?

22 A Yes, ma'am.

23 Q Okay. So would you agree that he wanted to try to
24 help them and take care of them?

25 A Yes, ma'am.

1 Q So, as far as Frank helping the Dutton's out, did you
2 ever witness him give them any money?

3 A No, ma'am.

4 Q And did the Dutton's work for Frank?

5 A No. Well, me and my brother, like I said, we helped
6 on the dozers. And I worked part-time with Frank every
7 now and then, every now and then. If he wanted something
8 done like a trailer or something cleaned up or something
9 like that, I done it. I helped do it.

10 Q Okay.

11 A Like they helped with the water lines, stuff like
12 that. I helped do that and I helped put hay behind his
13 fishpond around there on his grass, big bales of hay.

14 Q And did Frank pay you for that work?

15 A Yes, ma'am.

16 Q Okay.

17 A His self.

18 Q Okay.

19 MS. MEDLIN: No further questions, Your Honor.

20 MR. FERGSON: Call Lisa Dutton.

21 LISA DUTTON, being
22 first duly sworn, testified as follows:

23 DIRECT EXAMINATION

24 By Mr. Ferguson:

25 Q State your name for the record?

1 A Lisa Juanita Dutton.

2 Q Okay. I show you Defendant's Exhibit 31 that's been
3 marked for identification. Tell me what that is?

4 A That is one of my checks that I wrote to Frank. At
5 this moment it was for rent.

6 Q And did Frank endorse those checks?

7 A Yes, sir; he did.

8 Q Okay. You're familiar with his signatures?

9 A Yes, sir.

10 Q All right.

11 MR. FERGUSON: I'd like to introduce this Exhibit 31
12 that was previously marked for identification.

13 (Whereupon, Defendant's Exhibit 31 was admitted into
14 evidence.)

15 Q So you are the defendant in this case and the wife of
16 Dennis Dutton?

17 A Yes, sir.

18 Q And what relationship is Kelsey Dutton to you?

19 A That's my daughter.

20 Q Okay. How old are you?

21 A I'm 40.

22 Q How far did you go in school?

23 A Ninth grade.

24 Q And how long have you lived in Laurens County?

25 A 38 years.

1 Q How long have you known the Lollis'?

2 A 19 1/2, 20 years.

3 Q Had you and your husband Dennis ever lived on land

4 which belonged to them before the transactions at issue in

5 this case?

6 A Yes, sir.

7 Q Now, then what's that document?

8 A That's my addresses for the past 10 years.

9 Q And which of those addresses were related to the

10 Lollis'?

11 A Every single one of them.

12 Q Okay. So you did a lot of business with the Lollis'?

13 A Yes, sir.

14 MR. FERGUSON: This is number 40.

15 (Whereupon, Defendant's Exhibit 40 was admitted into

16 evidence.)

17 Q Who in the Lollis family handled their real estate

18 dealings?

19 A Frank.

20 Q Did Kathleen Lollis or Linda Campbell take an active

21 part in the family real estate dealings?

22 A Yes, they did.

23 Q How long had you known Frank when he died in 2013?

24 A About 19 years.

25 Q And what kind of relationship did you and your

1 husband, Dennis, have with him?

2 A We were friends in business.

3 Q Did you buy land and trailers from him?

4 A Yes, sir.

5 Q Who was the Lollis' attorney for their land and
6 trailer dealings?

7 A Mr. John Scurry.

8 Q If there were papers to sign for this, where were
9 they signed?

10 A They were usually signed at his office or his house
11 at Stoney Point.

12 Q And who was generally present when you were signing
13 documents involving the Lollis'?

14 A John Scurry and Frank Lollis and me.

15 Q If the transfer was from Kathleen Lollis, can you
16 tell me whether or not her signature was already on the
17 papers when they were presented to you for signature?

18 A The papers were already done, signed, and waiting
19 only on my signature when I got there.

20 Q Did you have any reason at the time to believe that
21 this was not her genuine signature?

22 A No, sir; I didn't.

23 Q Who witnessed her signature?

24 A John Scurry and his son.

25 Q And how did you happen to decide to buy the lot at

1 1032 Cemetary Road near Ware Shoals in Laurens County and
2 the trailer to put on it?

3 A The trailer was already on it when Frank introduced
4 it to me.

5 Q Who lived there before you, do you know?

6 A The last I know, it was Linda Parnell and Frank
7 Lollis.

8 Q Okay. I show you Plaintiff's Exhibit 2, which is the
9 Contract of Sale.

10 A Okay.

11 Q Who was the notary on that Contract for Sale?

12 A Notary? There was no notary.

13 Q Okay. This must not be the document that I need.
14 Well, let me ask you this. Did Heather Fields serve as
15 notary on several of your documents?

16 A Yes sir, she did and also on Dennis' contract.

17 Q Okay. Is she related to you at all?

18 A No, she is not.

19 Q Does she have any reason to say something that's not
20 true to advance your cause?

21 A No, sir; she don't.

22 Q How did you happen to pick her to be notarizing
23 documents?

24 A I didn't pick her, Frank Lollis did.

25 Q Okay. And for those receipts that Frank signed, did

1 he sign those in her presence?

2 A One of them was signed at the house.

3 Q All right. And the receipts, let me see if we can
4 find them. All right. I'm showing you Defendant's
5 Exhibit 29. Is that Frank Lollis' signature on that?

6 A Yes, sir; it is.

7 Q Is that your signature as a witness on that?

8 A Yes, sir.

9 Q And did you see Heather Fields notarize that?

10 A Yes, sir. We all went to Heather Fields.

11 Q All right. And so Frank told her that this was his
12 signature on the document?

13 A Yes, sir.

14 Q All right. I show you Defendant's Exhibit 30. Is
15 that Frank Lollis' signature on that?

16 A Yes, sir; it is.

17 Q Is that your signature on there?

18 A Yes, sir.

19 Q Did you both go before Heather Fields to--

20 A Sign it.

21 Q --notarize that?

22 A Yeah.

23 Q Okay. Did you make the required payments that were
24 called for under the contract?

25 A Yes, sir; I did.

1 Q And had you completed paying for the land and
2 trailer?

3 A Yes, sir; I have. I've actually overpaid \$850.96.

4 Q And do you want that, you want a refund on that?

5 A Yes, I do.

6 MR. FERGUSON: Your Honor, I have some original
7 receipts, but copies are already in the record. I don't
8 personally see the need to duplicate it.

9 THE COURT: They are available and y'all know they
10 are. Y'all can stipulate to the one you had, originals of
11 any of the exhibits.

12 MR. FERGUSON: Okay.

13 MS. MEDLIN: Your Honor, I would just like to check
14 them at some point. I have not seen the originals at this
15 point. I've only been provided with copies. So I just
16 want to make sure they match up.

17 THE COURT: Okay. As long as they match up. That
18 goes to any of the documents that are into evidence. If
19 somebody has the original and the other side has not seen
20 it or verified that, they will have that ability to do so.

21 MR. FERGUSON: Okay.

22 Q You said you overpaid by how much?

23 A It was \$850.96.

24 Q And how did that happen?

25 A I had kept where I paid lump sums and I kept calling

1 John Scurry for him to figure up how much I owed or if any
2 that I owed. And he never figured it up.

3 Q Okay. Is that one of your payments for Frank?

4 A Yes, sir; it is.

5 Q And is that his endorsement there?

6 A Yes, sir; it is.

7 Q I'll show you Defendant's Exhibit 21. Tell me what
8 that is?

9 A This is a check from me to Frank for \$700.00 dollars
10 for payment on land and mobile home at 1032 Cemetary Road.
11 And it was endorsed by Linda Campbell, the front one was.

12 Q Okay. Is that one of your trailer payments?

13 A Yes, sir; it is.

14 Q And what did Frank do with the money that you paid
15 him?

16 A From what I know he did with the money, the lump sums
17 that we paid him, he put Katie and Timmy Barton in a
18 modular double-wide home--

19 MS. MEDLIN: Objection, Your Honor. This is hearsay.
20 There's no way that she would know what Frank Lollis did
21 with any alleged money paid.

22 THE COURT: Well, he can ask the question, she may
23 know.

24 Q Let me ask you this.

25 THE COURT: And not what she heard, but I agree with

1 on what's she heard.

2 Q How do you know?

3 A Because Frank told me.

4 THE COURT: All right.

5 MS. MEDLIN: Again, objection.

6 THE COURT: That is hearsay.

7 Q And this purchase of the trailers was, came how long
8 after you made the payment?

9 A Like the day or two after it.

10 Q Okay.

11 A He actually bought two of them for Linda Campbell's
12 three daughters.

13 Q When did you first realize that there was going to be
14 a problem with the purchase?

15 A When I went down there to ask for my deeds and to try
16 to talk to Linda.

17 Q So, when you tried to talk with them about getting
18 your deed, what happened?

19 A I got cussed out, I got ran off, her daughter called
20 me, texted me, threatened me.

21 Q Assuming that you don't get your, to keep your
22 property, do you want a refund of all you've paid?

23 A Yes, I do.

24 Q If you were not able to recover against the
25 plaintiffs, would you have wanted to make a claim against

1 Frank's estate?

2 A Yes, I would.

3 Q Were you able to do that?

4 A No, I was not.

5 Q Why not?

6 A Because Ms. Medlin said that, well for one, the
7 estate wasn't open at the time. I couldn't open the
8 estate. And then Ms. Medlin stated that it would fight,
9 they would fight it because they couldn't afford two
10 suits.

11 MS. MEDLIN: Objection, Your Honor.

12 Q So who was in charge of Frank's estate?

13 A Linda Campbell.

14 THE COURT: What's the objection about?

15 MS. MEDLIN: Objection. I mean, she's obviously
16 testifying as to misstatement of facts. I mean, she's
17 basically communicating, I'm assuming, what she assumed to
18 be the case. But we would dispute that statement.

19 MR. FERGUSON: That's not an objection, that's a--

20 MS. MEDLIN: Well, Your Honor, again just to clarify
21 the record that that was not the case.

22 MR. FERGUSON: Well, she's testifying, Your Honor.

23 THE COURT: I think it's been mentioned several times
24 that y'all wanted one forum to resolve the dispute whether
25 it was Probate Court or Circuit Court, it was a dispute

1 that had to be resolved. For whatever reason, it wasn't
2 done in Probate Court.

3 MR. FERGUSON: All right.

4 THE COURT: So move forward.

5 Q Do you have personal knowledge of some of Frank
6 Lollis' assets at the time he died?

7 A Yes, I do.

8 Q Did you compile that?

9 A Yes, I did.

10 Q Just tell me some of the stuff that he owned at the
11 time of his death?

12 A Two Kubota ATV/OTV things. He owned a couple of
13 dozers, backhoes, four or five bobcats, dump trucks. He
14 owned a lot of machinery like drills and stuff like that,
15 numerous vehicles, a lot of guns, a lot of tools.

16 Q Is there any way that his estate was less than
17 \$5,000.00 dollars?

18 A One of his rental mobile homes was more than
19 \$5,000.00 dollars.

20 MR. FERGUSON: I'd like to introduce this.

21 THE COURT: That number is what?

22 REPORTER: Number 42.

23 THE COURT: What is it?

24 MR. FERGUSON: This is property that Frank owned at
25 his death.

1 THE COURT: This is the one that you filed?

2 MR. FERGUSON: Yeah.

3 THE COURT: Subject to any objections.

4 MS. MEDLIN: Yes, Your Honor.

5 THE COURT: 42.

6 (Whereupon, Defendant's Exhibit 42 was admitted into
7 evidence.)

8 Q Tell me what that is?

9 A This right beside the, Ms. Kathleen Lollis and Frank
10 Lollis' house and shop. There is a big bulldozer under a
11 shed that my husband, Robert Dutton, and a few other
12 people had worked on putting a new motor in.

13 Q Did Frank own that at his death?

14 A Yes, he did.

15 MR. FERGUSON: I'd like to introduce this as
16 Defendant's number 43.

17 (Whereupon, Defendant's Exhibit 43 was admitted into
18 evidence.)

19 Q What's that?

20 A This is right in front of Kathleen and Frank's house
21 and store connection. It is Frank's, one of Frank's
22 Kubota ATVs.

23 Q Did he drive that?

24 A Yes, he did.

25 Q Did he have vehicles that he drove, too?

1 A Yes, he did.

2 Q How close to his death was he driving?

3 A He drove up to my house, asked me to cook for him and
4 all two days before they put him in hospice.

5 Q Okay. How long had you lived on the land that we're
6 talking about on Cemetary Road before the Lollis' filed
7 the lawsuit?

8 A I was already there. I've been there going on almost
9 three years, about two years.

10 Q Okay. And did they object during those two years to
11 your being there?

12 A No, they did not.

13 Q Had you changed the tax designation of the land?

14 A Yes, I had.

15 Q In what way?

16 A I've claimed owner, residential ownership and
17 homestead exemption.

18 Q And that tax bill was coming to you?

19 A Yes, it has every year.

20 Q Okay.

21 A Until it got stolen this year.

22 Q Was it any secret that you are living on that land?

23 A No, it's not.

24 Q To whom did you make the payments on your land and
25 trailer?

1 A Frank Lollis, Linda Campbell, and her two daughters
2 in the store.

3 Q And who was it that signed the documents that was,
4 the Contracts of Sale?

5 A Frank Lollis.

6 Q Okay. So would Frank have been an important witness
7 in this case?

8 A Yes, he would have been.

9 Q So can you tell me whether or not the Plaintiff's
10 waited until after Frank had died before they filed this
11 case?

12 A Yes, they have.

13 Q How long had you been living on the land when Frank
14 died?

15 A About a year-and-a-half.

16 Q How far away did Frank live?

17 A I can be at their house in about five minutes. I'm
18 about five miles at the most.

19 Q And he was living with his mother?

20 A Yes, sir; he was.

21 Q Did you ever go to Frank and Kathleen's house to make
22 your payments?

23 A Yes.

24 Q Did you ever make any payments in Kathleen Lollis'
25 presence?

1 A Yes, I have and she'd even bring him a receipt book
2 sometime.

3 Q While Frank Lollis was alive, did Kathleen Lollis
4 ever object to your payments or to the fact that you were
5 living in the now disputed land?

6 A She has never objected to any of my payments until
7 after he died.

8 Q And when you bought that land, did you also buy the
9 trailer on it?

10 A Yes sir; I did.

11 Q And from whom did you buy that trailer?

12 A Frank Lollis.

13 Q What kind of trailer was it?

14 A It's a 2005, 16 X 80 Giles.

15 Q In whose name was the trailer that you bought?

16 A It started out in Frank Lollis' name and it was--

17 Q Okay. Before you move on, this is a copy of Frank's
18 title that it started off. Is that correct?

19 A Yes sir; it is.

20 MR. FERGUSON: I'd like to introduce that.

21 REPORTER: Defendant's number 44.

22 THE COURT: 44 is the picture of the Kubota, isn't
23 it? 44 is four pictures of a Kubota?

24 MR. FERGUSON: Yeah, that's what I got.

25 A Here is the picture of the Kubota.

1 (Whereupon, Defendant's Exhibit 44 was admitted into
2 evidence.)

3 (Whereupon, Defendant's Exhibit 45 was admitted into
4 evidence.)

5 Q Is there any lien showing on that title that Frank
6 had?

7 A No sir; there ain't.

8 Q Pardon?

9 A No sir; there ain't.

10 Q Okay. I show you the 2011 tax notice on the
11 trailers. Does that show any kind of lien?

12 A No, it does not.

13 REPORTER: That's number 46.

14 (Whereupon, Defendant's Exhibit 46 was admitted into
15 evidence.)

16 Q Did the tax assessor change the listing of your
17 trailer after you bought it?

18 A Yes sir; they did.

19 Q Now, is this the Notice of Classification, appraisal,
20 and Assessment of Real Estate after you bought the
21 trailer?

22 A Yes, sir; it is.

23 MR. FERGSON: Number 47.

24 (Whereupon, Defendant's Exhibit 47 was admitted into
25 evidence.)

- 1 Q And you applied for a homestead?
- 2 A Yes, sir; I did.
- 3 Q Was that granted?
- 4 A Yes, sir.
- 5 Q And would that have changed the tax bill?
- 6 A Yes, sir.
- 7 Q So if anybody had been taking note of tax bills they
- 8 would have had notice that something had changed?
- 9 A Yes, sir; they would have.
- 10 Q Let me show you this. Is this the 2013 tax bill for
- 11 your land?
- 12 A Yes, sir; it is.
- 13 Q Where is that tax, where did that tax bill go?
- 14 A To my address at 1032 Cemetary Road.
- 15 MR. FERGSON: Number 48.
- 16 (Whereupon, Defendant's Exhibit 48 was admitted into
- 17 evidence.)
- 18 Q Okay. And did that tax bill reflect that this
- 19 property was owner, an owner-occupied residence with a
- 20 homestead exemption?
- 21 A Yes, sir; it did.
- 22 Q Can you tell me whether or not there was some
- 23 difficulty about the title papers for the trailer?
- 24 A Yes, there was.
- 25 Q Who straightened that out?

1 A Frank Lollis, John Scurry and Barry Adams, and
2 myself.

3 Q Did you eventually receive title to your trailer from
4 Frank Lollis?

5 A Yes, I did. But it was not to my discretion because
6 there was a lien on it that somebody forged my name to put
7 Linda Campbell's lien on over it.

8 (Whereupon, Defendant's Exhibit 49 was admitted into
9 evidence.)

10 Q And is this a copy of the title where Linda Campbell
11 suddenly shows up as lienholder?

12 A Yes, sir; it is. She showed up out of the blue on
13 here.

14 Q And did you ever sign anything that gave her a lien
15 on your trailer?

16 A I never signed anything and never agreed to it, no.

17 Q I show you this document from the Highway Department
18 records, Assignment of a Vehicle, where allegedly you are
19 giving a lien to Linda Campbell. Is that your signature?

20 (Whereupon, Defendant's Exhibit 50 was admitted into
21 evidence.)

22 A No, definitely not.

23 Q Is that a forgery?

24 A Yes, it is.

25 Q And who was it that benefited from that forgery?

1 A Linda Campbell is benefiting from all this.

2 Q Also, from the Highway Department records pertaining
3 to the title of this trailer there is a page that has
4 "Signature of Owner" that purports to be your signature.
5 Is that your signature?

6 A No, it's not. It's a forgery.

7 MR. FERGSON: This is number 51.

8 (Whereupon, Defendant's Exhibit 51 was admitted into
9 evidence.)

10 Q To help with me being able to sort out what's what in
11 this case, I ask you to sign your name the way you
12 normally sign it.

13 A (Witness Complies.)

14 MR. FERGSON: This will be Defendant's number 52.

15 (Whereupon, Defendant's Exhibit 52 was admitted into
16 evidence.)

17 (Whereupon, Defendant's Exhibit 53 was admitted into
18 evidence.)

19 Q Was the sale of the 1032 Cemetary Road the first
20 dealings you had with the Lollis' about land?

21 A No, it is not.

22 Q What other land have you bought from them?

23 A A mobile home at 15 Janie Martin Road, a mobile home
24 and piece of land at 8757 River Fork Road, a double-wide
25 and two wide's at Green Acres in Waterloo, and 293

1 Buzhardt Road which was a mobile home and a tract of land.

2 Q I show you Defendant's Exhibit 13. Do you recognize
3 that deed?

4 A Yes, I do.

5 Q Okay. Is it the River Fork Road property?

6 A Yes, it is.

7 Q And do you still own that?

8 A No, I do not.

9 Q Okay. And did you sell that while Frank was still
10 alive?

11 A Yes, I have.

12 Q Did Kathleen Lollis or Linda Campbell object to your
13 selling that property?

14 A No, they did not.

15 Q Did they claim that you could not have bought that
16 property from them because you don't have any money?

17 A No, they did not.

18 Q Has your husband, Dennis, bought some property from
19 the Lollis' as well?

20 A Yes, he has.

21 Q Where is that property and trailer located?

22 A 902 Cemetary Road. And he's also bought two lots and
23 a barn on Rest Road in Waterloo, which was also sold.

24 Q Okay. And did Dennis sign a Contract of Sale to buy
25 that property?

1 A Yes, he did.

2 Q How well does he read and write?

3 A He cannot read and write other than his name.

4 Q Is he on disability?

5 A He's on SSI.

6 Q Why is that?

7 A He's got trauma to the brain and organic brain

8 syndrome.

9 Q Okay. Has he sold any property he bought from either

10 of the Plaintiffs?

11 A Yes, he has.

12 Q Okay. And was that while Frank Lollis was alive?

13 A Yes, it was.

14 Q Did either of the Plaintiffs claim that he could not

15 have bought any property from them because he did not have

16 any money?

17 A No, they did not.

18 Q Did either of the Plaintiffs object to Dennis selling

19 property he bought from them?

20 A No, they did not.

21 Q Every time you bought property that was in Kathleen

22 Lollis' name, whom did you deal with?

23 A Frank.

24 Q Did Kathleen Lollis ever tell you that he was not

25 authorized to handle land transactions for her?

1 A No, she has not.

2 Q Every time you engaged in a land transaction
3 involving Kathleen Lollis, who was the attorney who
4 handled things for her?

5 A John Scurry.

6 Q So your consistent course of dealing when you were
7 buying property from Kathleen Lollis was to be dealing
8 with which people?

9 A Frank Lollis and John Scurry.

10 Q And that was over what period of time?

11 A That was over the whole 19 years.

12 Q Did you buy some property on Buzhardt Road from the
13 Lollis'?

14 A Yes, sir; 293 Buzhardt Road.

15 Q And about the time that the deed was filed, was there
16 also a mortgage that was filed?

17 A Yeah. My deed was filed and the same day my deed was
18 filed, there was a mortgage filed in Linda Campbell, the
19 same day.

20 Q Did you authorize a mortgage?

21 A No, I did not.

22 Q Did you sign a mortgage?

23 A No, I have not.

24 Q Who is the beneficiary of that mortgage?

25 A Linda Campbell's the only beneficiary from it.

1 Q I show you this mortgage we've been discussing. Is
2 that your signature?

3 A No, it is not. Definitely not. It's the first time
4 I've ever seen this.

5 Q Is that, in fact, a forgery of your signature?

6 A Yes, sir; it is.

7 Q All right. What's the date on that mortgage?

8 A July 9, 2008, and that's the same day my deed was
9 done.

10 Q Okay. Did you retain that property?

11 A What do you mean by retain?

12 Q Did you have, continue to have title to the property?

13 A Yes, I did.

14 Q Okay. Do you still have that property?

15 A No, I don't.

16 Q What happened?

17 A My name was forged over to Linda's daughter. And
18 they sold it to a Timothy and Allison Coleman, never
19 reported their Contract of Sale in the Laurens County
20 Courthouse. And when this lawsuit was brought on, that's
21 when I found out that it had been sold and someone has
22 gotten my property.

23 Q And tell me about that document?

24 A This here is a Contract of Sale between, for 28A and
25 B at Green Acres a double-wide.

1 Q Is that your signature on the Contract of Sale?

2 A It looks to be.

3 Q Okay. And who does the contract say you're selling
4 the property to you?

5 A Kathleen Lollis.

6 Q Did you make payments pursuant to that contract?

7 A Yes, I paid Frank. I paid it around Kathleen, in the
8 store to Linda and her daughters, too.

9 MR. FERGUSON: I'd like to introduce this, 54.

10 (Whereupon, Defendant's Exhibit 54 was admitted into
11 evidence.)

12 Q I'll show you this document that's titled Revocation
13 of Contract of Sale.

14 A This here is on the Green Acre property and that is
15 not my signature.

16 Q So that's a forgery of your signature?

17 A That is definitely a forgery of my signature.

18 MR. FERGSON: Number 55.

19 (Whereupon, Defendant's Exhibit 55 was admitted into
20 evidence.)

21 Q When did you find out about that document?

22 A When the lawsuit was brought up.

23 Q Pardon?

24 A When all this started happening with the lawsuit.

25 Q Okay. Did you in any way authorize that document?

1 A No, I did not.

2 Q Did the Lollis' give you a refund for what you'd
3 already paid on the property?

4 A No, they have not.

5 Q Who benefited from that revocation of your Contract
6 of Sale?

7 A Kathleen Lollis.

8 Q Let me show you this document. Let me see what
9 you've got there. Okay. What does that document say it
10 is?

11 A It's an Amendment of Contract of Sale for the
12 property that I'm on now, and that is definitely not my
13 signature. This is once again another forgery.

14 Q Okay. This is part of the straightening out of the
15 title for your trailer?

16 A Yes, sir; it was.

17 Q But you didn't sign that?

18 A I didn't sign it, no. I guess it's where Frank and
19 them was trying to get the mobile home straight.

20 REPORTER: Number 56.

21 (Whereupon, Defendant's Exhibit 56 was admitted into
22 evidence.)

23 Q How did it happen that the discrepancy in the trailer
24 description got caught and was changed?

25 A When I purchased the place and we drew up the

1 Contract of Sale and John Scurry did, we got to looking at
 2 the contract and it had a 14 X 56 Redman. And I'm in a
 3 big old 2005 Giles, 16 X 80. They had listed the wrong
 4 mobile home on the contract. So it was reported back to
 5 them that they had to get the mobile home straight on my
 6 Contract of Sale. And Frank and John Scurry and Barry
 7 Adams and them, they were pretty quick to jump to do that.

8 Q Okay. So if they were the ones who were--

9 A They illegally put the 2005 Giles in place of the 14
 10 X 56 Redman is what happened. They pulled the Redman off
 11 and put the Giles in its place and hooked it up with power
 12 and everything else and it hadn't never went through
 13 Laurens Building Codes.

14 Q All right. Do you know whether or not it was typical
 15 of Frank Lollis to sign other people's names to documents?

16 A Yes, it was.

17 Q If that August 2009 Contract of Sale had really been
 18 totally revoked by the October 2011 Revocation of
 19 Contract, would there have been any point of amending it
 20 in January of 2012?

21 A No.

22 Q Is that your signature on the amendment?

23 A No.

24 Q And is it a forgery of your signature?

25 A Yes, it is.

1 Q Did you get the trailer the document gave you?

2 A Excuse me?

3 Q Did you get the trailer that the document gave you,

4 that Giles trailer?

5 A Yeah.

6 Q Is that the trailer you're living in now?

7 A Yeah.

8 Q Before the Plaintiffs began trying to throw you off

9 your land, did you and Dennis know that there was a

10 problem?

11 A No, we did not.

12 Q Had all of your payments been accepted by Frank

13 Lollis?

14 A Yeah, Frank, Linda, her two daughters.

15 Q Okay. Did Kathleen Lollis or Linda Campbell ever

16 give you any indication that they wanted you gone before

17 Frank died?

18 A No, they did not.

19 Q After you began asking for a deed, can you tell me

20 whether or not the Lollis' harassed you?

21 A Lord, I got text messages, phone calls from Linda and

22 her daughter, cussing me, harassing me, threatening me--

23 MS. MEDLIN: Objection, Your Honor.

24 A --trespassing on their property.

25 THE COURT: Well, wait now. She said objection.

1 Stop.

2 A Okay.

3 THE COURT: Don't keep running on, because I'm not
4 listening at that.

5 MR. FERGUSON: All right.

6 Q I'm going to ask a question and you're going to have
7 to tell me whether it is within what you had said or not.

8 THE COURT: And I understand they're going to get
9 long winded. I don't need it and, all the details of
10 showing out and talking and whatever was said.

11 MR. FERGUSON: Okay.

12 Q Can you tell me whether or not any of the Plaintiffs
13 came onto your land without your permission after the
14 filing of this lawsuit?

15 THE COURT: And that's fair.

16 A Yes, they did.

17 Q And who was that?

18 A Katie Barton and Timmy Barton.

19 Q And what happened when they discovered you were home?

20 A They backed up out of my driveway wide open and sped
21 off and they've been on the property numerous times.

22 Q Have there been any attempted break-ins at your
23 trailer since this case began?

24 A Yes, sir.

25 Q What, if anything, did you do to keep them from

1 trespassing again?

2 A I put a no trespassing notice on all of them.

3 Q What address does the County Tax Assessor and the
4 Treasurer use when they're dealing with your trailer?

5 A 1032 Cemetary Road.

6 Q Do the tax notices come directly to you?

7 A Yes, they have until this year. They got gone out of
8 the mailbox.

9 Q Did the 2013 notice come directly to you?

10 A Yes, sir.

11 Q What happened to your and Dennis' 2014 tax notices?

12 A I was there waiting on the mail lady and I happened
13 to look out the window and seen Katie Barton sitting at my
14 mailbox.

15 MS. MEDLIN: Objection, Your Honor. Again, this goes
16 back to what the Court has already addressed as far as
17 she's getting into alleged conduct after the case was
18 filed.

19 THE COURT: Let's take a break. I need a break.

20 (Whereupon, a short break was taken.)

21 THE COURT: All right.

22 CONTINUE DIRECT EXAMINATION

23 Q Ms. Dutton, do you have reason to believe that
24 Kathleen and Linda had full knowledge of the facts about
25 you and Dennis buying the land and trailers?

1 A I know they do.

2 Q Explain that.

3 A For one, I go into Kathleen's house to make payments
4 and, like I said, she has brought Frank the receipt book.
5 Somehow Linda got to be lienholder on the mobile home, and
6 then she's also got a rental home right past me that she
7 goes and collects rent from every month.

8 Q All right. If the plaintiffs had told you that they
9 were going to claim that your payments didn't mean
10 anything, that you were not buying the land and trailers,
11 would you have changed how you were handling things?

12 A Yes, I sure would.

13 Q And how is that?

14 A I wouldn't have bought them.

15 Q Do you believe that Frank Lollis was acting on behalf
16 of his mother to sell the land to you and Dennis?

17 A Yes, I do.

18 Q Why?

19 A He's told us before that he had Power of Attorney
20 over Kathleen. Ever since I've known him, he has took
21 care of her, Linda, and her three daughters and pretty
22 much done everything for them.

23 Q Did you rely on the representations he was making on
24 her behalf?

25 A Yes, I did.

1 Q What kind of representations was he making?

2 MS. MEDLIN: Objection, Your Honor.

3 THE COURT: What's the--

4 MS. MEDLIN: Any responses related to hearsay, of
5 course, we would object to as being inadmissible as to
6 what Frank Lollis may have or may not have said.

7 THE COURT: Rephrase your question.

8 MR. FERGUSON: All right. Your Honor, if he was
9 acting as an agent, then we're entitled to get into the
10 words that his representation is on behalf of the
11 plaintiffs.

12 MS. MEDLIN: Well, Your Honor, and obviously even
13 that issue in itself is not stipulated. I mean, it's an
14 arguable issue before the Court.

15 MR. FERGUSON: And we are attempting to argue it.

16 THE COURT: I think it's pretty clear to me he got
17 things done on both sides by getting things done. I'm
18 going to allow a limited amount of testimony on this, but
19 y'all have presented enough regarding his activities and
20 business. I mean, Mr. Lollis was able to get a lot of
21 things done by whatever means.

22 Q So what representations did he make to you that you
23 relied on?

24 A For one, I had bought multiple properties from
25 Kathleen and Frank and resold and never had an issue until

1 now. Like I said, he said he had Power of Attorney. He'd
2 always took care of her. He's took care and done
3 everything.

4 Q Okay. When I ask about representations, I'm talking
5 about what was he telling you that you relied on in making
6 the purchases?

7 A That him and his mother was wanting to sell me a land
8 and home package.

9 Q Did he ever tell you that his mother did not want to
10 sell the land?

11 A No, he did not.

12 Q When you were making payments in Kathleen Lollis'
13 home, was she there sometimes?

14 A Yes, she was.

15 Q Did she ever object to your payments?

16 A No, she didn't.

17 Q Did you believe that Frank was telling you the truth
18 of his representations?

19 A Yes, I did.

20 Q If you and Dennis don't get title to your land and
21 trailers, will you be injured?

22 A Badly.

23 Q If you don't get to keep your land and trailers,
24 where are you going to go?

25 A I don't know.

1 Q Who lives with you?

2 A My grandkids.

3 Q Where will they go if you lose the trailers?

4 A Back through DSS care and in foster homes, I reckon.

5 Q Do you want what you and Dennis paid for or a refund
6 for all you've paid including the cost of defending this
7 action?

8 A I want my deeds and title or either my money; yes, I
9 do.

10 Q And do you want the cost of, that you've incurred in
11 this case, including paying me?

12 A My attorney fees and costs.

13 Q You're entitled to that?

14 A Yes, I am.

15 Q Okay.

16 MR. FERGUSON: And we would say to the Court that if
17 we are awarded attorneys, at that point, we would like to
18 introduce an affidavit on the subject for costs and
19 attorney fees.

20 THE COURT: And both sides are claiming the same
21 thing, the same, some relief in that regard?

22 MS. MEDLIN: Yes, sir.

23 THE COURT: Both sides will be allowed that, provided
24 the statute of law.

25 Q Can you tell me whether or not the plaintiffs had

1 conspired with each other and their relatives to deprive
2 you and Dennis and Kelsey to what's rightfully yours?

3 A Yes, they did.

4 Q Have they ever offered to refund your money?

5 A No, they have not.

6 Q So they accepted the benefits of the Contract of
7 Sale, but they don't want to give what they're supposed to
8 give?

9 A That's right.

10 Q Did they ever protest to you and Dennis and Kelsey
11 about being in the trailers before he had gotten them paid
12 for?

13 A No, they did not.

14 Q Did they ever protest about you, and Dennis and
15 Kelsey being in the trailers while Frank Lollis was alive
16 and available to contradict them?

17 A No, they did not.

18 Q Is that fair?

19 A Not, it's not because they waited until he passed
20 away to bring all this on me and my family.

21 MR. FERGUSON: Answer any questions Ms. Medlin has.

22 CROSS-EXAMINATION

23 By Ms. Medlin:

24 Q Ms. Dutton, you waited until Frank Lollis had passed
25 away before you even approached the plaintiffs about the

1 Cemetary Road property, didn't you?

2 A Yes, I did.

3 Q Okay. And so why did you wait until he had passed
4 away to approach them personally?

5 A He was supposed to be getting the deeds and title
6 done. And he had passed away and I still hadn't received
7 them. So I went to Linda and Kathleen for them.

8 Q So you admit then that as relates to the Cemetary
9 Road property you never had any conversations with either
10 of the plaintiffs about that property until after Frank
11 passed away, right?

12 A I have had conversation with Linda. Because I had
13 made payments, told her it was for the purchase of 1032
14 Cemetary Road, the trailer and land, in the store. And
15 she's always, you know, took my payments and wrote
16 receipts to me.

17 Q Okay. So you're testifying this morning that Linda
18 Campbell actually wrote out receipts for you for your
19 payments on Cemetary Road, is that right?

20 A Some of them, yeah.

21 Q Okay. And have you produced any receipts signed by
22 Linda Campbell in this case?

23 A Linda Campbell always signed Frank's name to them and
24 I produced every receipt for every payment, plus the
25 checks and copies of checks.

1 Q Okay. So your testimony this morning under oath is
2 that you witnessed Linda Campbell signing Frank Lollis'
3 name, is that what you're saying?

4 A Yes, it is and her two daughters.

5 Q And you've never provided that information prior to
6 today, have you?

7 A I've told y'all numerous times that I have made
8 payments in the store to them.

9 Q Okay. Now as relates to your allegations that you
10 also received receipts from Ms. Linda Campbell's two
11 daughters, do you have receipts that you produced in this
12 case signed by those two daughters?

13 A They always signed Frank's name. And like I said,
14 y'all have all my receipts, all the copies of my checks,
15 my bank statements and all.

16 Q Now, Ms. Dutton, you have previously stated during
17 your deposition that you had saw Frank Lollis sign all of
18 those receipts you presented, didn't you?

19 A Frank, he signed the receipts that was presented to
20 him, the money paid to him. And he presented me back with
21 receipts that he had signed.

22 Q So let me ask you this question. The receipts that
23 you produced in this case, are you saying today that you
24 witnessed Frank Lollis sign all of those receipts?

25 A I have witnessed Frank Lollis signing most of the

1 receipts. But I have told y'all that I had paid Linda and
2 her daughters in the store numerous times.

3 Q Now you've testified this morning that the plaintiffs
4 waited until Frank Lollis passed away before bringing this
5 case, is that right?

6 A Yes.

7 Q Okay. When, in fact, after you contacted them about
8 this property, you went and hired an attorney, Mr. Thomas
9 Thompson, is that correct?

10 A I had to, because I got cussed out. I got told that
11 you will never get the deeds to these properties and all.

12 Q And you've heard Ms. Linda Campbell testify in this
13 case as to her actual response when you approached her.
14 Didn't she ask you to give her some time since her brother
15 had just passed?

16 A She lied under oath. No, she did not.

17 Q Okay. And you're telling the truth today?

18 A Yes, I am.

19 Q So you did retain Mr. Thomas Thompson, is that right?

20 A Yes, I did.

21 Q Okay. And you, in fact, had Mr. Thompson contact the
22 plaintiffs about this issue, is that right?

23 A Yes, I hired him as an attorney to handle it for me.

24 Q Okay. And so after he contacted them, at that point
25 you were presented with notification of a Notice to Quit

1 to appear in Magistrate Court, is that right?

2 A I think that's correct.

3 Q Do you remember going to Magistrate Court?

4 A Yes, I do.

5 Q Okay. And you presented in Magistrate's Court, at
6 that time, that you thought Frank Lollis owned the
7 property, right?

8 A I mean, it was his and Kathleen's together.

9 Q Did you present in the Magistrate's Court case that
10 you were under the impression that Frank Lollis owned this
11 property?

12 A Yeah, I was under the impression, yeah.

13 Q Okay. So then by the time that you were served with
14 this case, this Common Pleas case, do you remember coming
15 to an injunction hearing back in July, approximately, of
16 2013?

17 A Where they had to have me, a judgment and throwed off
18 the property?

19 Q Yes, do you remember that hearing?

20 A Yeah.

21 Q Okay. So between the time of the Magistrate Court
22 hearing and around May 2013. And when you appeared at the
23 injunction hearing in 2000, in July 2013, at that time,
24 you presented to the Court that you now believed that
25 Frank Lollis had a Power of Attorney to sign his mother's

1 name, is that right?

2 A I've always thought that because I've bought numerous
3 properties off of them, Kathleen and Frank, that has been
4 resold with no problem and deeded to me with no problem.

5 Q So why did you present two different versions about
6 this property in two different courts?

7 A I don't think I did.

8 Q Okay. Ms. Dutton, in regard to the alleged Contract
9 of Sale in this case, for the property that you allege is
10 between you and Kathleen Lollis. Are you familiar with
11 that contract?

12 A The contract at 1032 Cemetary Road?

13 Q Yes, ma'am.

14 A Yes, ma'am.

15 Q I'm going to hand to you what has been marked as
16 Plaintiff's Exhibit 2. Is that that contract?

17 A Yes, ma'am.

18 Q Okay. And do you recall the execution of that
19 particular contract?

20 A What do you mean the execution, when we had it done?

21 Q Do you remember when it was signed? Yeah.

22 A Yeah.

23 Q Okay. So do you remember where you went to sign it?

24 A Yes, we went down there to John Scurry. And when I
25 arrived at John Scurry, the contract was already drawed up

1 worded, witnessed, signed. And all I had to do was sign
2 my name and wait on him to file it.

3 Q Okay. So in regard to that particular contract,
4 you're testifying today that you did not see Kathleen
5 Lollis sign it?

6 A I actually didn't see none of them sign it because it
7 was already signed when I got there.

8 Q Okay. So why would--

9 A Like, you know like the other properties I bought,
10 it's all been done the same way. It wasn't nothing new
11 for all of the signatures to be on the contract and the
12 contract already drew up through John Scurry.

13 Q So why would you have previously stated that you saw
14 Kathleen Lollis sign that contract?

15 A I didn't never state that I seen Kathleen Lollis sign
16 this contract.

17 Q You did not?

18 A No, I have not.

19 Q Okay. Tell me about that day, tell me about where
20 you went and who was there?

21 A John Scurry was present. Frank Lollis was present.
22 I became present and like I just said, the contract was
23 already worded. It was typed up, drawn out. All the
24 signatures was already on the paper, all except mine. I
25 signed it and waited on John Scurry to have it filed.

1 Q Okay. Ms. Dutton, I'm going to hand you what's been
2 marked as Plaintiff's Exhibit 3 titled Amendment of
3 Contract of Sale. That's a document that you have
4 previously testified to that you've stated is not your
5 signature, is that right?

6 A That is not my signature, no.

7 Q Did you authorize anyone to sign your name?

8 A No, I did not.

9 Q And so yet you're claiming the title to the trailer
10 that's addressed in that contract, is that right?

11 A The '05 Giles. This is where they were trying to fix
12 the contract where they put a 40x56 Redmond. And Frank
13 had illegally, we found out later, put the '05 Giles
14 mobile home there in its place, illegal without Building
15 Codes knowing.

16 Q Okay.

17 A And no, this is not my signature. It's a forgery.

18 Q So you were not okay with someone signing your name
19 to this contract?

20 A I wish they would have came to me.

21 Q Were you okay with someone signing your name to this
22 contract?

23 A Not really. But the mobile home needed to be fixed
24 because I had done paid on it.

25 Q Did you take any steps to address the fact that

1 someone had--

2 A Yes, I had.

3 Q --apparently signed your name?

4 A I confronted Frank about it and I went to Building
5 Codes, Nancy that testified in here earlier.

6 Q And you never made any attempts to get out of that
7 particular contract?

8 A No, because the mobile home was eventually fixed on
9 the contract.

10 Q Are you aware today that Kathleen Lollis did not sign
11 the contract with the piece of property you alleged to
12 have purchased?

13 A Yeah, I'm aware.

14 Q Do you agree that she has legal title to that
15 property?

16 A No, I do not, because she was aware of the sale.

17 Q Are you aware of a deed which has been introduced as
18 Plaintiff's Exhibit 1 that reports to transfer the
19 property at issue from Community Investment to Ms.
20 Kathleen Lollis? Are you aware of that deed?

21 A I have seen the deed, yes.

22 Q And is that the deed that is currently on record with
23 Laurens County?

24 A Yes, it's on record, but Frank Laurens paid for the
25 land. I know Kathleen Lollis didn't.

1 Q How do you know that?

2 A Because Frank Lollis told me he did and John Scurry
3 told me he did.

4 Q And were you there in 1999 when Ms. Lollis purchased
5 that property?

6 A No, but I was on another piece of their property.

7 Q Did you discuss who purchased the property with
8 Kathleen Lollis?

9 A When I took payments in there and she would go bring
10 a receipt book to Frank.

11 Q Did you ever have a discussion--

12 A I mean, she knew.

13 Q -- did you ever have a discussion with Kathleen
14 Lollis as to who bought that property in 1999?

15 A No, I have not.

16 Q Mr. Dutton, I want to talk to you a little bit about
17 some of the documents that you have presented this
18 morning. Ms. Dutton, I'm going to show you what's been
19 marked as Defendant's Exhibit 31. Is this the set of
20 checks that you testified to earlier?

21 A I testified to this top check here being for rent on
22 the Green Acres property, not the property I'm at now.

23 Q Okay. So the checks that you testified to earlier
24 today were actually related to a property that are not the
25 Cemetary Road, is that correct?

1 A Yes.

2 Q And you admit based on that check that you wrote that
3 you were paying rent for that property?

4 A Yeah, I admitted but I did have a Contract of Sale on
5 the property.

6 Q Okay. And so the check that you referred to today as
7 far as being a payment made to Frank Lollis, that was
8 actually from 2010 before this property ever became an
9 issue, is that right?

10 A Do what now?

11 Q That check from 2010, that was a payment that you
12 allege you made to Frank prior to ever occupying the
13 property at issue today?

14 A Yeah.

15 Q Okay.

16 A And I figure on the back there's checks for 1032
17 Cemetary Road.

18 Q Okay. And can you tell us, please, as far as those
19 particular checks, what are the dates and amounts of those
20 checks?

21 A 7/1/12, okay. Hang on, there's another page.

22 9/3/11, home and land payment, 1032.

23 Q And what was the amount of that?

24 A \$450. There's \$150 to Frank Lollis on 10/3/11, 1032
25 land and trailer. That \$150 was actually for Dennis'

1 mobile home and land. 11/3/11, \$450 payment on 1032
 2 Cemetary Road. 7/1/12, \$400, trailer and land payment,
 3 1032 Cemetary Road in Ware Shoals. 9/2/12, payment
 4 \$400.00 dollars for 1032 Cemetary Road, land and trailer
 5 payment. 11/2/12 was \$400.00 dollars, 1032 Cemetary Road,
 6 payment and land trailer payment. December 3rd, '12,
 7 \$400.00 dollars, payment on that and trailer at 1032
 8 Cemetary Road in Ware Shoals. 4/3/13, payment and land
 9 for mobile home at 1032 Cemetary Road in Ware Shoals.
 10 Q Okay. So are these the only checks that you have
 11 related to your payments on Cemetary Road?
 12 A I don't know if that's the only checks, all the
 13 checks that I have pertaining to it. As far as I know, it
 14 might be.
 15 Q Based on what you can remember right now, would you
 16 agree that these are the only checks that you have records
 17 of that you paid for Cemetary Road, is that right?
 18 A I'm assuming the check was.
 19 Q Okay. So there's a payment of \$150 in February 2011
 20 that you allege was for Dennis' trailer?
 21 A Yeah, it was for Dennis', yeah.
 22 Q Okay.
 23 A It was part of the \$3,000.00 dollar payment that he
 24 made.
 25 Q Okay. So you paid \$150.00 dollars by a check but you

1 allege another portion by cash?

2 A Yeah. He paid everything and he was short \$150, so I
3 give him \$150 myself, which I wrote a check for.

4 Q Okay. And then February 3, 2011 you allege that you
5 paid \$200.00 dollars. But it's marked there, that was for
6 River Fork Road?

7 A If it's on the check River Fork Road, then it was for
8 River Fork Road.

9 Q Okay. So you're alleging that you were already
10 paying for Cemetary Road in February 2011, yet you were
11 renting River Fork Road at the same time?

12 A No, I did not rent River Fork Road. I got a deed to
13 River Fork Road where we paid him off and I resold the
14 property.

15 Q Was Dennis living on Cemetary Road in February 2011?

16 A No.

17 Q So isn't it true that that payment is not for
18 Cemetary Road?

19 A In February 2011?

20 Q Yes, ma'am. That's what you testified to for that
21 check?

22 A No.

23 Q So he was not living on that property then?

24 A No.

25 Q Okay. July 1, 2011, you state that that was for

1 Cemetary Road. Was anybody living on Cemetary Road in
2 July of 2011?

3 A Me and my daughter, Kelsey.

4 Q Okay. And so you state that this check was for
5 \$325.00. And you've noted trailer payment and water. So
6 if you were purchasing the trailer, why were you also
7 paying Frank for the water?

8 A I don't have water. I've got well.

9 Q If you'll look back at that and tell me what your
10 memo says?

11 A That just states, "Memo: Trailer and water." That
12 is not for Cemetary Road. All the checks that I have
13 wrote Frank for Cemetary Road, I have wrote down in the
14 memo they're for 1032 Cemetary Road. 8757 River Fork Road
15 now was the water bill. But I'm on well water where I'm
16 at. This check does not apply to Cemetary Road.

17 Q Okay. So you agree that those payments so far do not
18 apply to Cemetary Road?

19 A Right.

20 Q Okay. August 3, 2011, there is a payment of \$386.98.
21 Is that for Cemetary Road. There's no memo there.

22 A August the 3rd? I don't think that would be.

23 Q Okay. September 3, 2011, there is a check for
24 \$450.00, noted home and land payment to 1032. Is that a
25 payment for Cemetary Road?

1 A Yes, it is.

2 Q October 3, 2011 a payment for \$150.00 dollars, 1032
3 Cemetary Road?

4 A That's the \$150 he was short.

5 Q Okay. November 3, 2011, \$450.00 dollars payment on
6 1032 Cemetary Road?

7 A Yes, ma'am.

8 Q Now in October 2011, when you say you paid \$150.00
9 dollars that Dennis was short, was Dennis already living
10 in that property even though the alleged contract wasn't
11 signed until December, 2012?

12 A No, he wasn't.

13 Q Is there a reason why you weren't making regular
14 payments per this alleged contract?

15 A What do you mean?

16 Q Well, September, you're saying that you paid \$450.00
17 dollars. October you're saying you paid \$150.00 dollars.
18 November, you're back to \$450. Is there a reason for
19 that?

20 A No, there's not.

21 Q July 1, 2012, you claim that you paid \$400.00 dollars
22 for Cemetary Road, is that right?

23 A Yes, I moved in in July even though the paperwork
24 wasn't drawed up at John Scurry until October.

25 Q Okay. September 2, 2012, \$400.00 dollars?

- 1 A It states 1032 Cemetary Road.
- 2 Q November 2, 2012, \$400.00 dollars?
- 3 A It states 1032 Cemetary Road.
- 4 Q December 3, 2012, \$400.00 dollars.
- 5 A The same thing.
- 6 Q And April 3, 2013, \$700.00 dollars?
- 7 A Yes, ma'am.
- 8 Q Okay. And those are the only payments that you have
- 9 that you can prove by check, is that correct?
- 10 A By check.
- 11 Q Okay.
- 12 A Frank, he preferred his money in cash.
- 13 Q Okay. All right. Ms. Dutton, you produced today a
- 14 list, an itemized list. I'm going to hand to you what has
- 15 been marked as Defendant's Exhibit 42. Is that a document
- 16 that you've testified to today?
- 17 A Yes, ma'am; it is.
- 18 Q Okay. And based on your list, is this a document
- 19 that you prepared or did someone else prepare it for you?
- 20 A This is a document that I prepared of kind of both.
- 21 I prepared Frank's assets that I have seen and knew that
- 22 he had on the property, owned and operated. It's also
- 23 public record, a lot of it's public record.
- 24 Q Okay.
- 25 A So there's like my preparation and Laurens County's

1 preparation.

2 Q Okay. Now, on your particular list, would you agree
3 that it's six pages typed?

4 A Seven.

5 Q You have seven pages?

6 A Yeah. There's only the seventh page said that he had
7 more stuff but I couldn't remember all of it.

8 Q What does the seventh page say, can you repeat that?

9 A That he had more stuff, but I couldn't remember all
10 of it. He had so much.

11 Q So when did you compile this list?

12 A It's been throughout the case.

13 Q Okay.

14 A At the beginning part of the case.

15 Q And so there seems to be a lot of items listed here?

16 A Frank had a butt-load of items.

17 Q Okay. So you had paid a lot of attention to what
18 Frank had, right?

19 A I've been around them all.

20 Q Okay. And did you ever see any titles or actual
21 signs of the fact that you believed that Frank owned some
22 of these items?

23 A No, ma'am; I hadn't.

24 Q Okay. So you just assumed that he owned them?

25 A I know what he told me and I know what he used, and

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LAURENS COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2013-CP-30-3513

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SC Court of Appeals

Kathleen Lollis and Linda Campbell Appellants/Respondents,

vs.

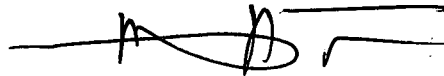
Lisa Dutton, Dennis Dutton, and Kelsey Dutton.....Respondents/Appellants,

PROOF OF DELIVERY

I certify that I have served a copy of the Record on Appeal on Lisa Dutton, Dennis Dutton, and Kelsey Dutton, Respondents/Appellants, on March 16, 2016, by hand delivering a copy to their attorney of record, John R. Ferguson, Esquire, at his address below:

John R. Ferguson, Esquire
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TURNER & BURNEY, P.C.



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March 16, 2016

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Reply to:

PO Box 668
Laurens, SC 29360

March 16, 2016

Jenny Abbott Kitchings
Clerk of Court
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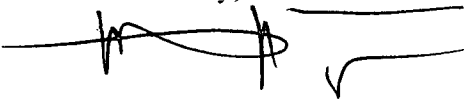
RE: Kathleen Lollis and Linda Campbell vs. Lisa Dutton, Dennis Dutton, and Kelsey Dutton
Appellate Case No. 2015-001861

Dear Madam Clerk:

I enclose herewith the unbound original Record on Appeal and nine (9) bound copies of the Record on Appeal. I have also enclosed the original and two (2) copies of the Proof of Service of the Record on Appeal on opposing counsel.

Please return the clocked copies of the Proof of Delivery in the enclosed self-addressed stamped envelope.

Sincerely,



Matthew P. Turner
MPT/ljf

CC: John R. Ferguson, Esquire

Enclosures

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