

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF CHESTER) 2010-CP-12-00595

MELL WOODS)
) PLAINTIFF)
 vs.) TRANSCRIPT OF RECORD)
)
JOHN D. HINSON, CHRISTINE E.)
JONES, JOHN C. HINSON, KATHY)
HUFFSTICKLE, ROBERT H. HINSON,)
DARRELL W. HINSON, CHARLES J.)
HINSON, WILLIAM L. HINSON,)
ELAINE H. HENSLEY, WILLIAM C.)
HINSON, JR., JOHN DOES, (1-5),)
JANE DOES, (1-2),)
)
) DEFENDANTS)

November 9, 2011
Chester, South Carolina

B E F O R E:

THE HONORABLE BROOKS P. GOLDSMITH, JUDGE.

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

MELL WOODS, appearing pro se.

B. MICHAEL BRACKETT, ESQ.
Attorney for the Defendants

CAROL M. THUEME, RPR
Official Court Reporter

I N D E X

(There were no witnesses produced.)

EXHIBITS

(There were no exhibits marked.)

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

3 MR. BRACKETT: Yes, sir.

4 THE COURT: And whose motion is that?

5 MR. BRACKETT: Mine. Defendant's.

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

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

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

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

14 THE COURT: They are?

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

19 THE COURT: All right.

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

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

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

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

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

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

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

1 to review if you wish to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 The Court has been told and trial courts are

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

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

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

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

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

1 stumbling off through the woods and leaves.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 THE COURT: Mr. Woods, your response.

22 MR. WOODS: Thank you, Your Honor.

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

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

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

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

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

10 THE COURT: That was located on her land.

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

12 THE COURT: Yes, sir.

13 MR. WOODS: I wrote it down.

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

20 MR. BRACKETT: Objection, Your Honor.

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

23 MR. BRACKETT: This is not --

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

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

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

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

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

9 MR. WOODS: Okay, Your Honor.

10 THE COURT: Go ahead.

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

12 THE COURT: Yes, sir.

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

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

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

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

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

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

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

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

6 I'm sorry, 323.

7 THE COURT: 323?

8 MR. BRACKETT: Yes, sir.

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

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

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

17 THE COURT: Okay.

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

20 THE COURT: Yes.

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

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

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

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

4 THE COURT: All right. You may.

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

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

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

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

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

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

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

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

3 MR. BRACKETT: No.

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

6 MR. BRACKETT: Yes, sir.

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

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

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

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

14 MR. BRACKETT: Yes, sir.

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

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

21 THE COURT: All right.

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

1 THE COURT: All right.

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

7 THE COURT: All right.

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

13 MR. BRACKETT: Objection.

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

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

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

20 THE COURT: I sustain that objection.

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

24 MR. BRACKETT: Yes, sir.

25 THE COURT: Then hang on just one minute.

1 That's in the same case?

2 MR. BRACKETT: Yes, sir.

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

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

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

13 MR. BRACKETT: Yes, sir.

14 THE COURT: Okay.

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

17 THE COURT: I thought so.

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

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

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

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

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

19 What do you say, Mr. Woods?

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

21 THE COURT: Yes, sir.

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

25 THE COURT: Yes, sir.

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

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

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

9 THE COURT: Right.

10 MR. WOODS: Pardon?

11 THE COURT: I got you.

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

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

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

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

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

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

11 MR. WOODS: Your Honor --

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

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

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

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

1 THE COURT: All right. Mr. Woods.

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

8 THE COURT: All right.

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

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

15 MR. WOODS: Thank you, Your Honor.

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

17 MR. BRACKETT: Yes, sir.

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

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

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

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

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

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

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

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

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

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

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

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

20 The evidence also shows --

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

22 THE COURT: Have you got an objection?

23 MR. WOODS: Yes, sir.

24 THE COURT: What's your objection?

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

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

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

8 MR. WOODS: I will.

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

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

18 THE COURT: I'll overrule the objection.

19 MR. WOODS: All right.

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

25 Reba Hinson died in January of 2007 and the

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

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

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

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

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

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

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

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

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

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

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

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

18 Now, how do we know that that's what he
19 intended? Well, then if you look to Item 3 of the will,
20 Levy Hinson's will, this is the personal property clause.
21 Item 2 is real estate, Item 3 is personal property. And
22 what he said in Item 3, he says, "I will, devise and
23 bequeath unto my beloved wife, Reba P. Hinson, all of my
24 personal property of every kind and description, including
25 money. At her death, the remainder, if any, to our

1 beloved children."

2 That, Your Honor, is a life estate with the
3 right to use or dispose. He gave it to Reba Hinson for
4 her lifetime. She could sell it, give it away, use it up,
5 consume it, whatever she wanted to do, and any personal
6 property left at the time of her death would then go to
7 her children. That's an entirely different devise than
8 what he did with the real estate in Item 2, which tells me
9 that he understood the difference between a classic life
10 estate with remainder and a life estate with right to
11 consume.

12 And based on the law of Waites and Shevlin --
13 these are all cases cited on pages 16 and 17 -- that what
14 was left to Reba Hinson is clearly stated within the four
15 corners of the document, you don't need to look at any
16 outside evidence, as granting to her a life estate.

17 That ruling, Your Honor, would, I submit,
18 resolve pretty much everything, all the disputes between
19 these parties, because all the claims that Mr. Woods wants
20 to make all go back and are grounded on this idea that
21 Reba Hinson owned the fee and she tried to sell him the
22 fee and he has some equitable rights to get the deed
23 eventually, and that's what it's all about.

24 The other case that we haven't gotten to yet,
25 the one that's on the non-jury roster, is Mr. Woods'

1 appeal, for instance, from a second eviction action.

2 The heirs filed a second eviction action in
3 Magistrate's Court and there was what we call a status
4 conference/preliminary hearing kind of proceeding and the
5 judge, the magistrate, issued several orders, several
6 rulings that he put in an order. Mr. Woods appealed it to
7 the Circuit Court.

8 Now, even in that case, the very first question
9 the magistrate's going to have to address in order to
10 assure that the magistrate has jurisdiction is, is
11 Mr. Woods a tenant. You may only evict a tenant, okay?
12 If you don't own it and you're using it, then you're a
13 tenant at will, if you will. And the magistrate has to
14 assure his own jurisdiction by determining that question.

15 So the question of who owns the property, does
16 Mr. Woods own it as a tenant in common or does he own it
17 under some contract right that he claims he has, the
18 magistrate's going to need to know that anyway.

19 So this question of life estate or not is at the
20 heart of all of these disputes. And I submit that the
21 Court can decide that by looking at Mr. Hinson's will.

22 THE COURT: All right. Thank you, Mr. Brackett.

23 MR. WOODS: Your Honor, I don't write as much as
24 he does, but I wrote a ten-page reply to what he had to
25 say with some case law in it. I think you have it.

1 THE COURT: I do have -- let me make sure we're
2 talking about the same document.

3 MR. WOODS: Can I hold it up here so you can see
4 it?

5 THE COURT: I have a ten-page one --

6 MR. WOODS: From me?

7 THE COURT: -- dated November 5th.

8 MR. WOODS: Yes, sir. That's Saturday. He sent
9 it to me Friday and that's the quickest I could get it
10 out.

11 THE COURT: Okay. Yes, sir, I have that. It
12 has an attachment or two with it?

13 MR. WOODS: No. There's no attachment. That's
14 just trying to respond to all this 20-page memorandum he's
15 got here.

16 THE COURT: All right. Go ahead.

17 MR. WOODS: And I didn't really know -- I mean,
18 he's always sending memorandums, letters, calling the law
19 clerk.

20 Could I get a ruling? Is it proper in South
21 Carolina for him to contact the judge without letting me
22 know about it?

23 THE COURT: He has to contact the judge that
24 same way he contacts -- or notifies you of the contact.

25 MR. WOODS: Yes, sir.

1 MR. BRACKETT: For the record, the memorandum
2 was mailed to the Clerk of Court with copies to Your Honor
3 and copies to Mr. Woods.

4 MR. WOODS: Yes, sir. I got a copy of it.

5 I'm asking -- in the past, he makes a habit out
6 of this. I mean, I sent him a letter back in April asking
7 him not to -- he contacts law clerks, too. He tries -- I
8 don't know what he tries to do.

9 THE COURT: That procedure that he just
10 described is an acceptable procedure in this state.

11 MR. WOODS: In the trespass to try title case,
12 which is what we're talking about that's ten pages and
13 what he was just talking about?

14 THE COURT: Yes, sir.

15 MR. WOODS: He conveniently leaves out that the
16 trespass to try title case is founded on prescription. He
17 left that out. He doesn't want to talk about that. He
18 wants to talk about the old parts.

19 But it's my position that she did get a grant in
20 the will. But it's also my position, if the Court wants
21 to rule, she did have a grant, she had open notorious
22 continuous possession of the whole property for in excess
23 of 20 years. So she's got a presumption of a grant
24 anyway. She didn't recognize any remainderman.

25 MR. BRACKETT: Objection. He's stating facts

1 not in evidence. He didn't even know Reba Hinson before
2 2002. How does he know what she did or said?

3 MR. WOODS: Your Honor, I swore to it in the
4 complaint.

5 THE COURT: You swore to what?

6 MR. WOODS: That it's a prescription issue.

7 And I didn't just make it up. I interviewed the
8 Hinsons, I know what I'm talking about, and I went over
9 there and looked at all the court records.

10 THE COURT: Yes, sir.

11 MR. WOODS: I know about it, okay? And I talked
12 to Ms. Hinson.

13 I know he's going to say that I'm, you know,
14 putting in hearsay, but I mean, I swore to it in there, so
15 that's --

16 THE COURT: In this -- hang on just one minute.
17 You're saying in this affidavit of November 5th?

18 MR. WOODS: I guess.

19 THE COURT: Is that what you're talking about?

20 MR. WOODS: Let's see. November 5th. Let's see
21 which one we're talking about.

22 No, I'm talking about when I filed -- it would
23 have been back in June. I filed this back in June and
24 just gave Mr. Brackett -- the papers went out -- they
25 finally got around to serving the answer in August. So it

1 was a verified complaint is what I'm talking about.

2 THE COURT: I'm trying to figure out what it is
3 you're talking about in this complaint.

4 MR. WOODS: Okay. Can I just sit down a minute
5 while you look at it?

6 THE COURT: Sure.

7 MR. WOODS: All right.

8 THE COURT: Tell me what you're referring to in
9 this complaint that you're saying proves the prescription.

10 MR. WOODS: Prescription is in there. Are you
11 talking about adverse possession?

12 THE COURT: I thought you were talking about
13 prescriptive easement.

14 MR. WOODS: No, not easement. We're talking
15 about prescriptive title -- presumption of a grant after
16 20 years.

17 THE COURT: All right. And where is that in
18 here?

19 MR. WOODS: I don't have my copy.

20 THE COURT: Okay.

21 MR. WOODS: I mean, I can find it if you'll let
22 me hold it for --

23 THE COURT: Okay. Let me look at it.

24 MR. WOODS: It's in there. It's in there. It
25 says 25 years after it's been tacked to her prescriptive

1 title.

2 MR. BRACKETT: Your Honor, if you have the
3 complaint in that case, I believe what he's referring to
4 is on page eight.

5 THE COURT: Page eight?

6 MR. BRACKETT: Paragraph 15.

7 THE COURT: Fifteen?

8 MR. BRACKETT: Yes, sir, where he makes general
9 conclusory allegations that she held her lands adversely
10 without regard, that she's been in full actual open
11 notorious hostile continuous exclusive possession, and
12 those are all conclusory allegations.

13 THE COURT: I see.

14 MR. BRACKETT: He has no evidence to back it up,
15 which is what he has to produce today.

16 THE COURT: All right. I see what he's talking
17 about.

18 Now, go ahead, Mr. Woods.

19 MR. WOODS: All right. Well, it's not
20 necessarily my conclusion. I mean, that's a legal term
21 that has to be in there if you're going to try to set up
22 prescriptive title, which is what I'm claiming happened
23 here because of several things. Because she told
24 everybody it was her land --

25 MR. BRACKETT: Objection.

1 MR. WOODS: All right.

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

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

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

10 MR. WOODS: All right. Thank you.

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

15 THE COURT: All right. Go ahead.

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

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

24 And what this case says, it talks about
25 remainderman and situations like this. It says that once

1 a color of title starts, it can't be extinguished by a
2 life estate. It continues.

3 I mean, this case has not been overruled or
4 anything and that's more or less the law of South
5 Carolina, that you can acquire an entire estate for 20
6 years adverse possession. It's not anything I made up.
7 The South Carolina Supreme Court ruled this.

8 And what happened next with that will, if the
9 Court or someone's going to rule that it's not a grant,
10 which I still say it's a grant, but if it's not a grant,
11 it's at least a color of title and she used it to stay
12 there 20 years and exclude everybody else.

13 And she made a will that they won't go by, and
14 it's over there on file with the probate court. And the
15 way Mr. Breakfield and Mr. Brackett got into --

16 MR. BRACKETT: Objection, Your Honor. That's
17 a -- the question of the will and the administration of
18 the Reba Hinson estate has already been addressed by Your
19 Honor in prior orders. So that matter's over as far as
20 whose will should be probated. Mr. Woods has an appeal in
21 the Court of Appeals, and as far as the trial court's
22 concerned, that matter's been decided.

23 THE COURT: All right. I understand.

24 Go ahead, Mr. Woods.

25 MR. WOODS: I didn't want to say it before, but

1 I mean, I've got it included in these papers. I mean, the
2 way it got into the probate court was lying about this
3 will of Ms. Hinson. They said she had no will, and I
4 found it one day over there and it's on file over there.

5 Breakfield, that fellow over there, he had to
6 fill out a sworn statement saying there was no other
7 wills, and that's not what he did.

8 She revoked the will that they probated. And
9 this time I included the probate paper that says Exhibit
10 A. It's got red marks around what they did.

11 THE COURT: I've got that.

12 MR. WOODS: Okay. I didn't want to say it until
13 I had to.

14 Now, the only other point I want to make, the
15 major point I want to make, if no one can agree on who has
16 the title, it's at least a jury issue. And I've got some
17 cases cited in here about this, I mean, the issue of
18 paramount title is ordinarily a question of fact to be
19 decided by the jury, Garrett versus Locke, 309 SC 94.
20 I've got it written out there for the Court, you know,
21 trying to remember what I'm saying.

22 I can prove that she was open actual notorious
23 and hostile and in continuous possession of the land for
24 20 years. I can prove that once I get in front of a jury.

25 That's all I want is a jury trial. I mean, all

1 the time wasted coming down here listening to Mr. Brackett
2 with these motions; I mean, he doesn't want a jury trial,
3 I do. We get in front of a jury, we can get it
4 straightened out. That's all we need.

5 THE COURT: All right, sir.

6 MR. WOODS: And there's another case in here at
7 the bottom of 12, it says the Supreme Court's got -- more
8 or less ruled in Hancock versus Mid-South Management that
9 all you have to do in these situations is show a scintilla
10 of evidence. I mean you don't have to -- he seems to
11 think I've got prove my case on a particular day or he's
12 going to file a summary judgment motion. I mean, it's all
13 in here.

14 I mean it's -- I don't know if the Court's got
15 time to read it or not, but, I mean, I'd ask that the
16 Court go over this and maybe read some of the cases and
17 you can readily see that there's a jury issue.

18 THE COURT: All right. I will do that,
19 Mr. Woods.

20 MR. WOODS: All right, sir.

21 THE COURT: Anything in response or reply?

22 MR. BRACKETT: Just if the Court grants the
23 summary judgment motion with respect to Case No. 323, that
24 is the will of Levy Hinson, then the issue of ownership's
25 over. That will have been determined by the Court.

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

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

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

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

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

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

25 MR. BRACKETT: Yes, sir, I understand.

1 THE COURT: Now, is that the case that Mr. Woods
2 has filed a motion for continuance in?

3 MR. BRACKETT: Yes, sir.

4 MR. WOODS: Yes, sir.

5 THE COURT: Do you still wish for that matter to
6 be continued or postponed?

7 MR. WOODS: I wish it to be continued.

8 The Clerk -- I don't know if you've seen it,
9 you've been on vacation according to the record, but the
10 Clerk won't let me see the record, you know, and I can't
11 prepare the case. That's what it's about.

12 THE COURT: Won't let you see what?

13 MR. WOODS: She won't let me see the case file.
14 I've got -- I've handed this up to you also.

15 THE COURT: Case 291?

16 MR. WOODS: Yes, sir. Here's where I wrote her
17 a letter about it and all. She won't let me see the
18 record. She thinks it's a sealed record, and in South
19 Carolina you've got to have a court order to seal a
20 record.

21 THE COURT: Let me see if I can figure out what
22 you're talking about here.

23 MR. BRACKETT: My understanding, the record
24 itself, the Clerk's file is not sealed, but there
25 apparently is an envelope that maybe came from the

1 magistrate that is sealed. I don't know what's in it.

2 MR. WOODS: Your Honor, may I speak to that?

3 The law is real clear in South Carolina that it
4 takes a court order to seal a record. All the other
5 records are public. Even juvenile records they tell me is
6 public unless it's been sealed, although I don't go down
7 there and try to look at them. But I would like to see my
8 own case file before I have to go to court with it.

9 THE CLERK: Your Honor, he has not been kept
10 from seeing that file. He's been through every file in
11 there. There's one envelope in there that came from the
12 magistrate that was told not to let anyone open, and we
13 have not done that.

14 THE COURT: Let's see. The magistrate told you
15 what now?

16 THE CLERK: The magistrate on this file right
17 here, it's not to be opened, to let anyone open that.

18 MR. WOODS: There's no order attached to it,
19 Judge. And it says "preliminary hearing." It sounds like
20 a criminal matter. As far as I know it's not criminal.
21 There's no telling what's in there.

22 MR. BRACKETT: If that's what he's talking
23 about, that's the transcript from the -- they call it
24 preliminary hearing, but it was actually a status
25 conference where certain rulings were made.

1 THE COURT: Is this involving the appeal?

2 MR. BRACKETT: Yes, sir. That's the original
3 transcript --

4 MR. WOODS: That's part of the return, Judge,
5 and they won't let me see it.

6 THE COURT: Well, they will.

7 MR. BRACKETT: He had the opportunity -- well,
8 never mind.

9 MR. WOODS: You know, but I'd like to get a
10 ruling from the Court if we can so in the future -- these
11 people think that --

12 THE COURT: I just opened it.

13 MR. WOODS: I understand. I understand. But
14 the Clerk's office is so mistaken that they don't even
15 know about court orders sealing records.

16 THE COURT: All right. Here it is.

17 MR. WOODS: That's the first time it's been
18 opened in three months.

19 THE COURT: It's open now and you can look at
20 it.

21 MR. WOODS: I know, Judge, but I need at least
22 30 days to go over it.

23 THE COURT: What do you say, Mr. Brackett?

24 MR. BRACKETT: Your Honor, that's a page a day.
25 I mean, it's not that long.

1 MR. WOODS: Well, it's the point of it more or
2 less.

3 MR. BRACKETT: I mean if you really needed it --
4 you could have purchased it from the court reporter if you
5 really needed it.

6 MR. WOODS: And the other day when I was there
7 trying to look at it, Ms. Carpenter took off like she was
8 going to go get the police or something after me just
9 because I wanted to look at the file.

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

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

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

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

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

20 MR. WOODS: All right.

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

25 MR. WOODS: Thank you.

1 THE COURT: I'll be in touch with my decision on
2 the motion for summary judgment in 323.

3 MR. BRACKETT: Thank you.

4 (The proceedings were concluded.)

5 *** END OF REQUESTED TRANSCRIPT OF RECORD ***

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