

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL CALHOUN COUNTY
Court of Common Pleas

The Honorable Richard B Ness

Appellate Case No. 2016-001867
Case No. 2013-CP-09-00083

Bonnie Riley, Appellant,

v.

Michael Outlaw, Respondent.

RECORD ON APPEAL

Glenn Walters, Esquire
R. Bentz Kirby
Post Office Box 1346
Orangeburg, SC 29116
Phone: 803 531-8844
Fax: 803 531-3628
Attorney for Appellant

Russell A Blanchard IV
Williams & Williams
PO Box 1084
Orangeburg, SC 29116-1084
Attorney for Respondent

RECEIVED
JUN 07 2017
SC Court of Appeals

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STATE OF SOUTH CAROLINA)
COUNTY OF CALHOUN)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2013-CP-09-00083

Bonnie Riley,

Plaintiff,

vs.

Michael Outlaw,

Defendant.

FINAL ORDER
OF
JUDGMENT

RECEIVED
SEP 13 2016
SC Court of Appeals

This matter comes before the Court on a Summons and Complaint filed by the Plaintiff on April 19, 2013 in which she seeks an Order to require the Defendant to remove equipment from the property of the Plaintiff and to permanently prohibit the Defendant from entering the Plaintiff's property as well as for punitive damages. The Defendant filed his Answer and Counterclaim on or about June 25, 2013 in which he denies the allegations of the Complaint and requests the enforcement of a verbal contract of sale entered into between the Plaintiff and Defendant regarding the property in question and for a judgment for damages against the Plaintiff for Quantum Meruit. The Plaintiff filed her reply to the Counterclaim on or about July 13, 2013 denying the allegations of the Counterclaim.

This matter was referred to me as Special Referee by a Consent Order of Reference filed on August 21, 2014. A final hearing was held before me on or about May 20, 2016 where I received testimony and evidence presented at trial. Based on the testimony and evidence presented at the trial of this case and on the exhibits offered into evidence as well as on the pleadings filed by the parties, I would make the following findings of fact:

1. This Court has jurisdiction over the parties to this action and the subject matter of this action and the final hearing in this matter was properly held.
2. The Plaintiff, Bonnie Riley and the Defendant, Michael Outlaw are neighbors who own adjoining property in Calhoun County and have known each other for many years.
3. The disputed property in this case is described herein and will be referred throughout

ATTEST TRUE COPY

KENNETH HARRIS
CLERK OF COURT
CALHOUN COUNTY

this Order as Parcel "C". Parcel "C" is described as follows:

All that certain lot of land situate near St. Matthews, Amelia Township, Calhoun County, South Carolina, shown as Parcel "C" on a plat prepared by Edisto Engineers & Surveyors, Inc. dated May 16, 2005 and revised December 17, 2008 recorded in Plat Book _____ at Page _____, Calhoun County Clerk of Courts Office containing 1.19 acres, bounded on the NORTHEAST by lands of Bonnie Riley; on the SOUTHEAST by lands of Donald Wayne Saylor; on the SOUTHWEST by lands of Catherine S. Heckle and lands of Nancy S. Harrison; and on the NORTHWEST by lands of Michael Outlaw.

TMS#: 106-00-02-025 (portion of)

4. Parcel C is further described in a Plat that was offered into evidence in this case. Parcel "C" is a tract of land containing approximately 1.19 acres which is adjacent to both the property of the Plaintiff and Defendant.

5. During the year 2007, the Plaintiff and Defendant entered into a verbal agreement whereby the Defendant would provide lawn care services to the Plaintiff on the property upon which she resided as well as the property referred to here as Parcel "C". The Defendant was to mow the grass and maintain both the property of the residence of the Plaintiff as well as Parcel "C" and as a result of doing the work, the Plaintiff agreed that she would convey Parcel "C" in fee simple to the Defendant at some point in the future.

6. Both the Plaintiff and Defendant testified and confirmed that this was the verbal agreement they entered into in 2007.

7. Thereafter, the Defendant did in-fact begin mowing the grass and maintaining the property of the Plaintiff and on Parcel "C" and did so for a number of years. However, the Plaintiff regularly complained about the manner in which the Defendant's workers would mow the grass and would regularly complain to both the Defendant and the workers or the Defendant. The Defendant told the Plaintiff that she needed to tell the workers while they were mowing what her complaints were and how she wanted them to mow the yard since he was not present. Nevertheless, the Defendant continued to have his employees and workers mow the yard and maintain the property pursuant to the verbal agreement.

8. Sometime during the year 2008, the Defendant and a friend of his cleared Parcel "C"

Handwritten signature
p2

with a bulldozer and took down many of the trees and stumps and they cleared up debris and leveled up the property in question. This was all done either by the expense of the Defendant or done for the Defendant at no cost by Mr. Jack Brady. Also in 2008 the Defendant had a new plat prepared by Edisto Surveyors and paid \$465.00 for this plat to show the exact courses, distances metes and bounds of Tract "C".

9. In 2009, the Defendant's wife prepared a letter to Wachovia Bank on behalf of the Plaintiff requesting the mortgage on Tract "C" be released so she could convey fee simple title of the property to the Defendant. The Defendant's wife testified that the Plaintiff did sign this letter and that it was send to Wachovia,

10. In addition, Attorney Martin Banks was hired to prepare a deed that the Plaintiff was going to sign conveying Parcel "C" to the Defendant. When the Plaintiff went to the Office of Mr. Banks, Mr. Banks suggested that they wait on this deed being signed because of some issues that had come up in regards to the Defendant. Therefore, the deed was not signed in 2009 and was postponed. Thereafter, the Defendant continued to mow and care for the property in question as well as the Plaintiff's property throughout the next few years either at his expense by using his workers or employees or by hiring other landscapers to provide this service. The cost of mowing and maintaining the Plaintiff's home property was \$100 per month and the cost of maintaining and mowing Parcel "C" was also \$100 per month. Therefore, it was costing the Defendant \$200 per month to maintain these properties throughout this time period.

11. Early in 2013 the Defendant spoke to the Plaintiff and asked her to go ahead and sign the deed prepared by Martin Banks. The Plaintiff agreed to do so but asked the Defendant to have his workers or landscapers to do some additional work on her property in question. Within a few days after this work was done, the Plaintiff called the Defendant and told her she was not happy with the services he had provided since 2007 and she refused to sign the deed in question. The result of the Plaintiff refusing to sign the deed ultimately led to this litigation which was begun by the Plaintiff who filed suit to have the Defendant removed from Parcel "C" and prohibited from entering Parcel "C" and her home property.

RBV
PT

12. At this point, the Plaintiff prohibited the Defendant or anybody working for the Defendant from going on to her home property to perform landscaping and mowing services. However, the Defendant did continue to mow and maintain Parcel "C" after the litigation began and he continued to do so up until the date and time of the hearing at a cost of \$100 per month.

13. The Defendant had mowed grass and maintained both the home property of the Plaintiff and Parcel "C" from 2007 through the beginning of this litigation in February 2013 at a cost of \$200 per month. In addition, the Defendant continued to maintain and mow the property known as Parcel "C" at a cost of \$100 per month from February 2013 through May 2016 at the time of this hearing.

14. As a result, the Defendant seeks either an Order from the Court requiring the Plaintiff to convey to him Parcel "C" or a judgment for breach of the verbal contract for Quantum Meruit in the amount of \$13,800 for the time period from 2007 (including six months) through February 2013. This amount is or 68 months times \$200 per month for a total of \$13,600. In addition, the Defendant seeks judgment for 39 months from the beginning of the litigation through the date of the hearing at \$100 per month or \$3,900. The Defendant seeks total judgment damages of \$17,965 which includes the cost of survey. This calculation of damages is reasonable to the Court because it only includes the monthly mowing fees and does not include the work done by the Defendant clearing and leveling the property nor any additional work done by him in terms of maintaining this property.

Based on the findings of fact included herein and of the Law of the State of South Carolina, I hereby make the following conclusions of law:

1. The Plaintiff has failed to prove her case in which she seeks a permanent injunction to prohibit the Defendant from for entering Parcel "C" and doing the work he has been performing since 2007. Therefore, the Complaint of the Plaintiff must be dismissed. The Defendant has proven the existence of a verbal contract of sale regarding Parcel "C" in his Counterclaim. While the Court recognizes a verbal contract of sale would be prohibited by the South Carolina Statute of Frauds, the partial performance and in fact the complete performance by the Defendant in mainlining and mowing the property in question would take this matter outside the Statute of Frauds. In addition, the letter

BB
P4

signed by the Plaintiff to Wachovia Bank would also be a writing that would provide evidence of this existence of this verbal contract. Finally, the Plaintiff's appearance at the office of Martin Banks to sign the deed at first would also indicate that the Plaintiff did in fact enter into this contract with the Defendant. Finally, the testimony of the Plaintiff verified that the parties did enter into this agreement.

2. Even if there was no forceable contract of sale in this matter, The Defendant has proven his case in Quantum Meruit. From 2007 through the beginning of 2013 the Plaintiff allowed the Defendant to mow and maintain her property as well as Parcel "C", although with many complaints from the Plaintiff. In spite of the complaints, the Plaintiff never stopped the Defendant from performing the service and allowed him to do so for nearly six (6) years prior to this litigation in which the Defendant received no compensation from the Plaintiff other than the promise of the conveyance of Parcel "C". Therefore, I conclude that the Defendant should have judgment against the Plaintiff in the amount of \$17,965.

3. I find that this judgment should be entered against the Plaintiff in the amount of \$17,965 but that the Plaintiff should be able to satisfy this judgment in full by conveying good and marketable fee simple title of Parcel "C" to the Defendant. If this is done by the Plaintiff, the judgment herein would be satisfied.

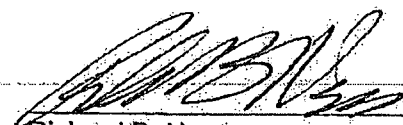
IT IS THEREFORE ORDERED that the Defendant have judgment against the Plaintiff in the amount of \$17,965 for the reasons set forth herein and that the Clerk of Court for Calhoun County is hereby authorized and required to enter such judgment in the records against the Plaintiff in this amount.

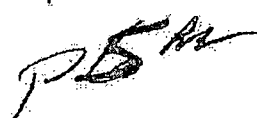
IT IS FURTHER ORDERED that the Plaintiff can satisfy this judgment in full by conveying good and marketable fee simple title to Parcel "C" to the Defendant and once this is done then the Clerk of Court is further authorized to satisfy the judgment on the record.

IT IS FURTHER ORDERED that the Complaint of the Plaintiff is hereby dismissed.

IT IS SO ORDERED.

Dated: 8/18/16
Bamberg, South Carolina


Richard B. Ness
Special Referee Calhoun County



FORM 4

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

JUDGMENT IN A CIVIL CASE

FILED

CASE NO. 2013 CP-09-00083

Bonnie Riley

2013 AUG 23

Michael Outlaw

AT 11:30

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Master in Equity

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ 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

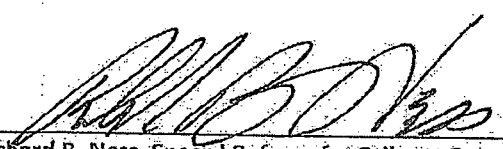
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Michael Outlaw	Bonnie Riley	\$ 17,965.00
		\$
		\$

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

Parcel C on plot 1.19 acres - portion of tax map # 1060002.025

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.


Richard B. Ness, Special Referee for Calhoun County

Judge Code

Date

Aug 18, 2016

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Glenn Walters, Esquire

James B. Jackson, Jr., Esquire

ATTORNEY(S) FOR THE Plaintiff(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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

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

STATE OF SOUTH CAROLINA)
COUNTY OF CALHOUN)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2013-CP-09-00083

Bonnie Riley,)
Plaintiff,)
vs.)
Michael Outlaw,)
Defendant.)
_____)

SUPPLEMENTAL ORDER

COPY

2016 SEP 14 PM 12:16

FILED

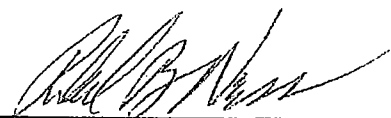
This Court issued an Order of Judgment against the Plaintiff in favor of the Defendant in the above referenced matter on August 18 2016. The Order granted judgment against the Plaintiff in the amount of \$ 17,965.00 and allowed the Plaintiff to satisfy that judgment by conveying good and marketable fee simple title to Parcel "C" to the Defendant.

I find that a time limit should be placed on the Plaintiff to convey Parcel "C" to satisfy the judgment. Therefore, I find the Plaintiff shall have until December 31, 2016 to convey good and marketable fee simple title to Parcel "C" to the Defendant in order to satisfy the judgment. If the Plaintiff fails to meet this deadline then she loses this option to satisfy the judgment and the judgment amount of \$17,965.00 shall remain in effect plus any interest accrued from the date of the original judgment.

IT IS THEREFORE ORDERED that the Plaintiff shall have until December 31, 2016 to satisfy the judgment issued in this case by conveying good and marketable fee simple title to Parcel "C" to the Defendant as set forth herein.

IT IS SO ORDERED.

Dated: Sept 5, 2016
Bamberg, South Carolina


Richard B. Ness
Special Referee for Calhoun County

STATE OF SOUTH CAROLINA

COUNTY OF CALHOUN

IN THE COURT OF COMMON PLEAS

Bonnie Riley

FILED

CIVIL ACTION COVERSHEET

Plaintiff(s)

2013 APR 19 P 3:01

2013-CP- 09 - 00083

vs.

Michael Outlaw

KENNETH HASTY
CLERK OF COURT
CALHOUN COUNTY

Defendant(s)

(Please Print)

Submitted By: Glenn Walters, Sr.

Address: 1910 Russell Street

Orangeburg, South Carolina 29115

SC Bar #: 13198

Telephone #: 803.531.8844

Fax #: 803.531.3628

Other:

E-mail: glennwalterspa@gmail.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR (certificate attached).

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☒ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Sexual Predator (510)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Other (799) | Administrative Law/Relief
☐ Reinstatement Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture (840)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650) | | | |

Submitting Party Signature:

Date:

4/19/13

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Florence, Horry, Lexington, Richland, Greenville and Anderson

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF CALHOUN)

Civil Action Number: 2013-CP- 09 - 00083

2013 APR 19 P 3:01

Bonnie Riley,

Plaintiff(s),

KENNETH HASTY
CLERK OF COURT
CALHOUN COUNTY
ST. MATTHEWS, SC

v.

Michael Outlaw,

Defendants.

SUMMONS

(Jury Trial Demanded)

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said complaint upon the subscriber, at his office at 1910 Russell Street, Post Office Box 1346, Orangeburg, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the complaint within the time aforesaid, plaintiff will apply to the Court for the relief demanded in the complaint.

Respectfully Submitted,



LAW OFFICE OF GLENN WALTERS, PA

Glenn Walters, Esquire

1910 Russell Street

Post Office Box 1346

Orangeburg, S.C. 29116

Telephone: (803) 531-8844

Fax: (803) 531-3628

Attorney for Plaintiff

This 19 day April, 2013.

Orangeburg County, South Carolina.

STATE OF SOUTH CAROLINA) FILED IN THE COURT OF COMMON PLEAS

COUNTY OF CALHOUN)

Civil Action Number: 2013-CP- 09 - 00083

2013 APR 19 P 3:01

Bonnie Riley,

Plaintiff(s),

KENNETH HASTY
CLERK OF COURT
CALHOUN COUNTY
ST. MATTHEWS, SC

v.

COMPLAINT

(Jury Trial Demanded)

Michael Outlaw,

Defendants.

The Plaintiff complaining of the Defendant would respectfully state the following:

PARTIES, JURISDICTION AND VENUE

1. That the parties hereto and the subject matter hereof are all within the jurisdiction of this Court.
2. That both the Plaintiff and Defendant are residents of the state of South Carolina and the County of Calhoun.
3. The real estate that is the subject of this dispute is located in Calhoun County and referenced as 178 Calhoun Road, St. Matthews, SC 29135, TMS#: 106-00-02-024.

STATEMENT OF FACTS

4. During the year of 2007, the Plaintiff informed the Defendant she would consider placing the Defendant in her will. The Defendant informed the Plaintiff he would maintain her lawn care surrounding her home.

5. The parties attempted to come to an agreement, but, failed to define the terms and conditions of the agreement, i.e.:
 - A. The consideration
 - B. The terms /time period.
 - C. The responsibility of each party.
6. The Defendant attempted to provide lawn care for the Plaintiff, but, failed in the following manner:
 - A. Used improper lawn equipment scattering debris and rocks in the Plaintiff's home siding.
 - B. Using lawnmower on the grass at the wrong time resulting in the grass dying.
 - C. Digging up wiring/electrical services to the Plaintiff's sheds.
 - D. Placing unwanted sheds and equipment in the yard.
7. The Defendant, as a direct and proximate cause, by his behavior has created a condition that has destroyed the Plaintiff's yard and taken advantage of her kindness.
8. The Plaintiff is informed and believes, she is entitled to actual and punitive damages as a result of the Defendant's behavior.
9. The Plaintiff, because of the Defendant's behavior is now forced to seek legal recourse by requesting the following relief:
 - A. Remove the Defendant and his equipment from said real estate.
 - B. Issue a permanent injunction prohibiting the Defendant from entering Plaintiff's property.
 - C. Require the Defendant to pay actual and punitive damages as a result of the Defendant's actions

WHEREFORE, The Plaintiff request the Court enter a permanent injunction prohibiting the Defendant or any person or entity acting in concert with the Defendant from entering the Plaintiff's Property, and the Defendant be required to pay the Plaintiff's actual and punitive damages and further relief in favor of the Plaintiff as the Court deems just and appropriate.

Respectfully Submitted,



LAW OFFICE OF GLENN WALTERS, PA

Glenn Walters, Esquire

1910 Russell Street

Post Office Box 1346

Orangeburg, S.C. 29116

Telephone: (803) 531-8844

Fax: (803) 531-3628

Attorney for Plaintiff

This 13 day April, 2013.

Orangeburg County, South Carolina.

STATE OF SOUTH CAROLINA

FILED

) IN THE COURT OF COMMON PLEAS

COUNTY OF CALHOUN

2013 JUN 15 CASE NO. 2013-CP-09-00083

Bonnie Riley,

Plaintiff,

vs.

Michael Outlaw,

Defendant.

KENNETH HASTY
CLERK OF COURT
CALHOUN COUNTY
ST. MATTHEWS, SC

) ANSWER AND COUNTERCLAIM
)
)
)
)
)
)

The Defendant above named, answering the Complaint of the Plaintiff, would respectfully show this Honorable Court as follows:

AS A FIRST DEFENSE

1. The Defendant would admit the allegations contained in Paragraphs 1, 2, and 3 of the Complaint of the Plaintiff.
2. The Defendant would deny the allegations contained in Paragraph 4, 5, 6, 7, 8, and 9 of the Complaint of the Plaintiff and would demand strict proof thereof.
3. The Defendant would deny each and every allegation contained in the Complaint of the Plaintiff, which is not specifically admitted, denied or controverted herein.

AS A SECOND DEFENSE AND BY WAY OF COUNTERCLAIM

4. The Defendant would reaffirm and reallege all of the allegations contained in his first defense above as fully as if repeated verbatim herein.

5. The Defendant and the Plaintiff did enter into a verbal agreement in 2007 in which the Plaintiff agreed to convey title to the property in dispute, which is described as follows:

All that certain lot of land situate near St. Matthews, Amelia Township, Calhoun County, South Carolina, shown as Parcel "C" on a plat prepared by Edisto Engineers & Surveyors, Inc. dated May 16, 2005 and revised December 17, 2008 recorded in Plat Book _____ at Page _____, Calhoun County Clerk of Courts Office containing 1.19 acres, bounded on the NORTHEAST by lands of Bonnie Riley; on the SOUTHEAST by lands of Donald Wayne Saylor; on the SOUTHWEST by lands of Catherine S. Heckle and lands of Nancy S. Harrison; and on the NORTHWEST by lands of Michael Outlaw.

Tax Map #: 106-00-02-025 (portion of)

6. The Plaintiff agreed to convey her interest in Parcel C to the Defendant in exchange for his agreement to maintain her yard, mow her grass, and perform other chores and repairs around her home for her lifetime.

7. The Defendant is informed and believes that he did spend the last 6 or 7 years mowing the Defendant's yard, repairing damages in and around her home, and doing other chores for the Plaintiff at his personal expense in reliance of the Plaintiff's promise to convey him this property. In further reliance on this promise, the Defendant constructed outbuildings and began using Parcel C by mutual agreement of the parties.

8. In addition, the Defendant, in further reliance of the promise of the Plaintiff, had his attorney prepare a deed for the Plaintiff to sign conveying the Defendant Parcel C, and in fact, Defendant appeared at the attorney's office to sign such deed. However, it was decided to delay the execution of this deed based on some other potential issues that were present at that time.

9. The Defendant would further show the Court that the Plaintiff has written a letter to her mortgage company requesting that they release Parcel C from the mortgage based on her promise to convey Parcel C to the Defendant. As a result, there is a written instrument setting forth the Plaintiff's promise to convey Parcel C to the Defendant.

10. As a result, the Defendant is informed and believes that he has a valid contract with the Plaintiff requiring her to convey Parcel C to the Defendant, and that this Court should enforce this valid contract and require the Plaintiff or the Clerk of Court as her designee, to sign the deed conveying Parcel C to the Defendant.

AS A THIRD DEFENSE AND BY WAY OF A SECOND COUNTERCLAIM

11. The Defendant would reaffirm and reallege all of the allegations contained in his first defense and second defense and first counterclaim above as fully as if repeated verbatim herein.

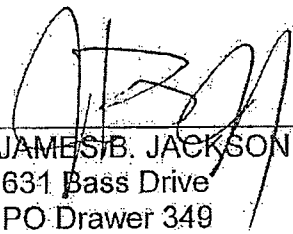
12. The Defendant is informed and believes that he has spent substantial time, effort and money maintaining the yard of the Plaintiff, repairing damages in and around the Plaintiff's home, and performing other chores for the Plaintiff based in reliance of the Plaintiff's promise to convey him Parcel C to the extent that the Court should require the Plaintiff to convey Parcel C to the Defendant based on the legal theory of Quantum Meruit in that the Plaintiff has received a substantial benefit from the Defendant and should be required to repay the efforts of the Defendant by conveying him title to Parcel C pursuant to the Plaintiff's promise, or granting him judgment in a reasonable amount of money damages as determined by the Court.

13. As a result, the Defendant is informed and believes that the Court should require the Plaintiff to convey him title to Parcel C based on the legal theory of Quantum Meruit, or granting him judgment in a reasonable amount of money damages as determined by the Court.

WHEREFORE, the Defendant prays that this Honorable Court will inquire into the matters set forth herein and issue its Order dismissing the Complaint of the Plaintiff; and granting the Defendant the relief he seeks in his counterclaims in requiring the Plaintiff or the Clerk of Court, as her designee, to convey him title to Parcel C based on a valid and enforceable contract of sale and/or Quantum Meruit; or in the alternative, grant him judgment against the Plaintiff in a reasonable amount of money damages as determined by the Court; and granting such other and further relief as the Court deems just and proper.

Date: June 25, 2013
Santee, SC

NESTER & JACKSON, PA.



JAMES B. JACKSON, JR.
631 Bass Drive
PO Drawer 349
Santee, SC 29142
(803) 854-4484
Attorney for the Defendant

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) CASE NO.: 2013-CP-38-00083
Bonnie Riley,)
Plaintiff,)
v.) PLAINTIFF'S REPLY TO
Michael Outlaw,) DEFENDANTS' COUNTERCLAIM
Defendant,)

The Plaintiff now replying to the Defendant's Counterclaim would respectfully allege as follows:

AS TO THE FIRST DEFENSE

1. Plaintiff reaffirms and reiterates all of the allegations contained in the Complaint.

AS TO THE SECOND DEFENSE

2. Any and all allegations not specifically admitted, denied or modified are deemed denied and strict proof demanded thereof.
3. The Plaintiff denies all allegations of the Defendant's counterclaim.

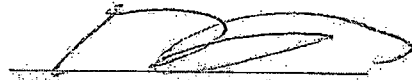
WHEREFORE, having fully responded to the Defendant's Counterclaim the Plaintiff requests that the Court

ATTEST TRUE COPY
Wingie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

dismisses the Defendants' action and grant her such other
and further relief that the Court deems just and proper.

Respectfully submitted,

Glenn Walters, Attorney at Law, PA.



Attorney for Plaintiff

Glenn Walters, Sr. Esquire.

P. O. Box 1346

Orangeburg, SC 29116-1346

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STATE OF SOUTH CAROLINA
COUNTY OF CALHOUN

) IN THE COURT OF COMMON PLEAS
) CASE NO. 2013-CP-09-00083
)
)

BONNIE RILEY,

PLAINTIFF,

VS.

MICHAEL OUTLAW,

DEFENDANT.

) HEARING PROCEEDINGS
)
)
)
)
)
)
)
)

THE WITHIN HEARING WAS TAKEN BEFORE SUESAN L. RICHARDSON, A NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF 10:49 A.M., FRIDAY, MAY 20, 2016, AT NESS & JETT, LLC, 2878 MAIN HIGHWAY, BAMBERG, SOUTH CAROLINA.

REPORTED BY
SUESAN L. RICHARDSON

APPEARANCES

PRESIDING THE COURT:

The Honorable,
Richard B. Ness, Esquire

FOR THE PETITIONER:

Glenn Walters, Sr., Esquire
Attorney At Law, PA
Post Office Box 1346
Orangeburg, South Carolina 29116

FOR THE RESPONDENT:

James B. Jackson, Jr., Esquire
Nester & Jackson, PA
Post Office Drawer 9000
Orangeburg, South Carolina 29116

ALSO PRESENT:

Mr. Don Sailor
Mrs. Brandy Outlaw
Mr. Matthew Outlaw
Martin Banks, Esquire

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[ALL ORIGINAL EXHIBITS RETAINED BY THE COURT.]

*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12) MONTHS
FROM DATE OF CERTIFICATION.

1 [Transcription minus selection and swearing in of the jury;
2 opening statements of counsel for appellant and
3 respondent; closing arguments of counsel for appellant
4 and respondent AS REQUESTED per letter dated 9/23/16.]

5 (Ms. Bonnie Riley, having been first duly sworn,
6 testifies as follows:)

7 DIRECT EXAMINATION OF MS. RILEY BY MR. WALTERS

8 Q Ms. Riley, would you state your full name for the
9 record?

10 A Bonnie Riley.

11 Q Okay. And where do you live?

12 A 178 Calhoun Road, Saint Matthews, South Carolina.

13 Q All right. And you've shown them -- we've shown this
14 plat. You would agree the land that's in dispute is
15 this Parcel C, and that is the area they were referring
16 to right here, the 1.19 acres; is that right?

17 A No. I don't -- I don't know how to read these things
18 here.

19 Q All right. Well, let me look at your other plat here.

20 MR. SAILOR: Yeah, it's Parcel C.

21 [Several people talking. No verbal responses.]

22 THE COURT: Sir? Sir? She's the witness. You
23 can't help her.

24 THE WITNESS: Oh, I can't read these.

25 THE COURT: I'm not fussing at you. I'm just

1 telling you. That's the rules of court.

2 MR. SAILOR: Okay.

3 THE COURT: We'll follow the rules here now.

4 Q Okay. So, I understand that you may not be able to
5 read it, but of course, it's the property that's next
6 to Donald Wayne Sailor. And between Mr. Sailor and Mr.
7 Outlaw is this parcel of property, the 1.19 acres.

8 A Yeah.

9 Q Is that correct?

10 A Yeah, and it was only supposed to be one acre to start
11 with.

12 Q Okay. Well, let's go --

13 A That's all.

14 Q -- through your discussions with Mr. Outlaw. He's
15 present here before the Court.

16 A Uh-huh (affirmative).

17 Q Would you tell his Honor -- and we've alleged in the
18 summons and complaint that during the year 2007 you
19 considered placing him in your Will and considering --

20 A No.

21 Q -- giving him some property?

22 A No. Not in --

23 Q What was your discussion?

24 A Not in my will.

25 Q Okay. Well go ahead and tell us what you discussed.

1 A I told him that he would take care -- if he would take
2 care of my land till I died.
3 Q Okay.
4 A That's how it was --
5 Q And testify to his Honor. Tell him what you agreed to.
6 A Until I died, you know, and then I would -- but I was
7 going to go ahead and turn it over to him if he did
8 that, if he'd agreed to do that.
9 Q All right. So specifically what was his required to
10 do?
11 A He was to take care of my yard.
12 Q Now, tell the Court exactly what you mean when you say
13 take care of my yard?
14 A Mow and take care what had to be done out there.
15 Q Okay. And, would you tell the Court exactly what had
16 to be done. What were your expectations?
17 A My expectations was that -- that if I needed something,
18 that he would do it, you know.
19 Q Okay. All right. And, did you explain this to Mr.
20 Outlaw?
21 A Yes.
22 Q All right. And after you explained this to him and
23 what your expectations were, what was Mr. Outlaw's
24 reaction; what did he do?
25 A That's fine, he was going to have his helpers, his

1 workers do it, I guess.

2 Q Okay. And you --

3 A That's what he told --

4 Q -- say his helpers are his workers?

5 A His workers.

6 Q Did he have people that worked for him?

7 A Uh-huh (affirmative).

8 Q All right.

9 A Yes.

10 Q And did his workers, do the people that help him, did
11 they perform the tasks that you expected with regards
12 to this property?

13 A No, sir.

14 Q Okay. What did they fail to do?

15 A Well, the mower men, when they come up there, now the
16 first four years, I guess, three/four years, they'd
17 come up there and they -- they tore my yard up. They
18 would ride that mower so fast they absolutely tore the
19 grass out of the ground. And I told Mr. Outlaw about
20 it. And he said, "Well, go out there and get on them."
21 I was -- I was sick. I couldn't go running them down.
22 I couldn't run them down all the time. And he knew
23 that.

24 Q All right. So he told you, you go talk to them?

25 A Yeah.

1 Q All right.

2 A "Tell them what you need. What you want."

3 Q All right. And when you tell me that the men with the

4 mowers tore up the yard, what do you -- what exactly

5 are you talking about?

6 A Well, when they mowed, they do their mowing, but they

7 was going so fast and they would take -- make their

8 turn --

9 Q Uh-huh (affirmative).

10 A -- that the wheels tore the grass up out of the ground.

11 Q Okay. And you expect the grass to be cut properly

12 around your house?

13 A Right, I did, yeah. Now, I don't even care because

14 it's a mess.

15 Q All right. And did you complain to Mr. Outlaw about

16 this?

17 A Yes, I did.

18 Q All right. And you stated that he told you to talk to

19 the workers?

20 A Yes, he did.

21 Q How many times did you complain to him about this?

22 A About every time they come, every other week whenever

23 they could come.

24 Q Okay. And did he ever fix that problem?

25 A No.

1 Q Okay.

2 A He -- he finally did get some more to come up there and
3 they -- that was the last two years of mowing was done.

4 Q Okay.

5 A And they did good.

6 Q Okay.

7 A I had no complaints of them.

8 Q All right. What else did he fail to do? You said you
9 were perturbed about how the yard was being cut and you
10 had to complain. What else did he fail to do?

11 A Well, I asked him, you know, if they could move a
12 garden that --

13 Q Okay.

14 A -- me and his daddy had. It was one of these that you
15 raise up, you know, it's just potting soil. It was a
16 big garden. And, I asked him if he would move that
17 dirt after we -- we took the -- the thing down. Asked
18 him if he'd move that dirt up onto my property there
19 and just put the dirt there to where I had tore a
20 building down that I wanted the top soil on there to
21 plant grass seed in. Well, he sends this kid up there
22 that worked for him wherever who -- the boy with a big
23 yard thing and he dug a hole and buried the dirt and
24 tore up all my electrical wires out of the ground. I
25 lost all my groceries for that month because the

1 freezer went out.

2 THE WITNESS: Don't sit there and grin, Whitey.
3 You know it's true.

4 MR. SAILOR: He's already smirked at me twice.

5 THE COURT: Sir? Sir, listen, now, if y'all want
6 to stay in this room, we're not going to have any back
7 and forth. She's the witness. She's the one
8 testifying. Or leave and go sit in the waiting room or
9 go outside. It's simple as that.

10 THE WITNESS: Well, he's sitting over there --

11 THE COURT: Well, him too. I'm telling everybody
12 in here. We can have one witness and two lawyers and a
13 judge and a court reporter in here if y'all don't want
14 to obey the rules.

15 A But he dug all the electrical wires up. And I didn't
16 notice the freezer was out for I don't -- I don't know
17 how many days had passed. I lost all my meats that me
18 and his dad went to the meat market and I had bought
19 all my meats for the month, plus what I had already had
20 in that freezer. Lost all of that stuff. And they --
21 they didn't care. And that's -- I mean, I lost money
22 that way. The freezer and all, it's all gone.

23 Q All right. Now, you allege in your summons and
24 complaint in addition to digging up the wiring and
25 electrical services you stated he placed unwanted sheds

1 and equipment in your yard. Would you tell his Honor
2 about that?

3 A About what?

4 Q Unwanted sheds and equipment in your yard.

5 A Oh, back there on that property that he was to get,
6 yeah. He put pole -- a pole barn I'd call it because
7 it wasn't nothing but a roof with pole -- big ole poles
8 --

9 Q Okay.

10 A -- there. And, when I asked him to -- that I -- I told
11 him I could go through that, I said, "I can't go
12 through this another year, Whitey." I said, "We're
13 going to have to forget it. We're just going to have
14 to forget it."

15 Q Well --

16 A I said, "I can't go through this no more."

17 Q Well, let's put it in the right context. Your
18 complaint alleges around 2007 you discussed this matter
19 with him. And how long did this go on? How many years
20 where you were unsatisfied with what was being done?

21 A I -- I never was satisfied till the last couple years
22 that they've been -- the mowers was doing all right.

23 Q Uh-huh (affirmative).

24 A But that's all.

25 Q Were you ever reimbursed for the wires being torn up

1 and --

2 A No.

3 Q -- the food that you --

4 A No.

5 Q -- lost and electrical problems?

6 A I sure wasn't. No -- no, I'm -- I'm sorry or anything

7 else.

8 Q All right.

9 A Nothing.

10 Q Now there was a series of pictures that we recovered in

11 regards to this lawsuit itself. The property that

12 we're referring to, was it wooded?

13 A Yeah, that --

14 Q All right.

15 A -- that was all woods back through there except for the

16 front part of it.

17 Q All right. Were there any trees or anything removed?

18 A Yeah, all of them was took down.

19 Q All right. And who took all the trees and --

20 A Mr. Outlaw.

21 Q All right. And, would you tell the Judge what area

22 you're talking about?

23 A That would be in this area up in here.

24 Q All right. And when we refer to Parcel C, Parcel C

25 believe starts here. And you're saying that area had

1 the trees removed?

2 A Yeah.

3 Q Did you receive any compensation --

4 A No.

5 Q -- for that?

6 A Nothing.

7 Q All right. And when you say Mr. Outlaw you -- you been

8 looking across from his Honor. Let's make it clear you

9 got to talk to him.

10 A Yeah, right.

11 Q Who removed those trees from the property?

12 A Mr. Outlaw.

13 Q All right. It -- was it his father or was it his son?

14 A That's him.

15 Q His son?

16 A Yeah, his son.

17 Q Okay. The Defendant in this particular case?

18 A Right.

19 Q All right. Did you discuss that matter with him that

20 you'd removed all the trees and you weren't being

21 compensated? What -- what was the reaction --

22 A No, no, I never discussed it with him. No.

23 Q Okay. So you acquiesced that; did you agree with that?

24 A I just -- I let him do what they wanted to, I mean --

25 Q Okay.

1 A -- till it got so bad after Brandy had the -- Mrs.
2 Outlaw had them -- went out there, dig a big hole about
3 five foot deep. I mean, about four foot wide and five
4 foot deep on the property, right on the -- his property
5 line. And they was digging the dirt out of that,
6 taking it over there and putting it in their driveway
7 to fill holes up in their driveway. And now I've got
8 that big hole there and if -- if somebody come on that
9 property, who's going to be responsible for that. I
10 would've been responsible for that.

11 Q All right. And how old are you, ma'am?

12 A I'm 74,

13 Q Okay. Did you discuss this matter with Mr. Outlaw?

14 A You can't discuss nothing with Mr. Outlaw?

15 Q Why not?

16 A You can't talk to him.

17 Q Okay. When you say you can't talk to him, what do you
18 mean? Explain it to us --

19 A He has nothing to say to me.

20 Q Okay. And when did you realize that this agreement
21 that you had was going awry?

22 A God, that's been years ago.

23 Q Okay. And has it continued to the present day?

24 A Yes.

25 Q All right. Let's take you through some pictures of the

1 property and if you'd walk through them. It --

2 A Okay. This is back in the back part of the lot.

3 Q Okay.

4 A This is all soil and stuff that he has pushed up there
5 and -- and it's got big ole cans and everything else in
6 it.

7 Q All right. And is this an accurate depiction of the
8 lot as it exists at this time?

9 A Yeah, that's still there. All that's there.

10 Q Okay.

11 MR. WALTERS: Your Honor, I want to --

12 A And these, I was trying to get them big holes that was
13 --- where the poles was in the ground.

14 Q All right. Tell the Judge about the holes in the
15 ground that exists.

16 A Yeah, where they took the pole building up, they left
17 the holes there.

18 Q And how deep are the holes?

19 A God, I don't know. I don't know deep them are.
20 They're --

21 Q Okay.

22 A -- how deep he put the hole in the ground.

23 Q All right, but it was for a building, a structure?

24 A Yeah, he had a -- I called it a pole barn because it
25 didn't have nothing but the roof on it.

1 Q All right.

2 MR. WALTERS: Your Honor, I want to enter these
3 into evidence. And this is a recent and accurate
4 depiction of what exists on the property at this time.

5 THE WITNESS: Uh-huh (affirmative).

6 Q Okay. Would you go to the next picture that you have?

7 THE COURT: Any objection, Mr. Jackson.

8 MR. JACKSON: No.

9 THE COURT: Let's let the court reporter mark that
10 as Exhibit -- use 1, 2, 3, like that?

11 MR. WALTERS: Yeah, I -- I --

12 THE COURT: Or collectively?

13 MR. WALTERS: Collectively so that we don't have
14 to --

15 A This is some of the same here.

16 THE COURT: She can go ahead and mark that.

17 THE COURT REPORTER: So Plaintiff's 1 for
18 everything.

19 [Whereupon, Plaintiff's Exhibit No. 1 is marked
20 for identification.]

21 MR. WALTERS: Hold on one second and let her mark
22 that.

23 THE WITNESS: All right.

24 MR. WALTERS: Uh-huh (affirmative).

25 Q Okay. Would you -- is that -- what picture is that?

1 A This is some of the same too back in the back part
2 there where he's got all the stuff all pushed up back
3 there.

4 Q When you say pushed up back there, what do you mean?
5 It's like a berm and -- and --

6 A Yeah, a big ole --

7 Q -- you guys can --

8 A -- mound. I used to be able to walk all the way out
9 through that field and all the way back through the
10 other guy's woods back there and --

11 Q All right. Well, you live over here. Where are you
12 saying you could walk to without a problem?

13 A All the way -- all the way back through there.

14 Q All right.

15 A All the way.

16 Q And what'd he do? Did he take a bulldozer or
17 something? I mean --

18 A Yeah, he had the -- that big ole back loader or
19 whatever it is and pushed all that dirt up there.

20 Q Okay.

21 A Anything they did --

22 Q I believe you --

23 A -- went on their property, that's on their property.

24 Q Okay.

25 MR. WALTERS: Mr. Jackson, I think you've seen

1 these.

2 MR. JACKSON: Yes, I have.

3 MR. WALTERS: Uh-huh (affirmative).

4 A And this here is just -- this is what's on the -- the -
5 - the concrete is still on my land there. But the
6 doghouse is, you know, the cage is gone.

7 Q That --

8 A That's where they had on -- on that property. That's
9 what they had on there.

10 Q Now, it's been alleged that there was \$26,000 worth of
11 improvement on this property. What improvement was
12 made on this property?

13 A This was there and that pole barn.

14 Q All right. Will you show that your -- his Honor.
15 You're kind of -- you're holding it up. What are you
16 referring to when you say this was there? What are you
17 talking about?

18 A The doghouse.

19 Q There was a doghouse?

20 A Yeah, that was a doghouse there. And it's concrete
21 slab. And then the -- yeah, the pole barn back there
22 and that's -- that's all that was on that property.

23 Q All right. Is the pole barn on the property now?

24 A No, he tore it down.

25 Q Okay. All right.

1 MR. WALTERS: Could you hand me that --

2 A When I just talk to him the first time he tore it down.

3 Q Okay. And would you tell the Court exactly what this
4 is here?

5 A Okay. This here is the well that he -- they tore up
6 down there.

7 Q What do you mean well? Did you have --

8 A My --

9 Q -- a well on the property?

10 A Yeah. And all was wrong with it when they come there -
11 - here is the rest of it. This is the tank here.

12 Q Well, let's -- don't wander too cold out -- what is
13 this a picture of right here?

14 A That's the pipes to the tank, the water tank here.

15 Q All right. And did you have a well out there?

16 A Yes.

17 Q All right. And was it functional?

18 A Yes, it --

19 Q All right.

20 A -- all it needed was to be hooked up to the electric
21 pole.

22 Q Okay. And what happened after Mr. Outlaw got on the
23 property?

24 A After he got on it, right -- all was wrong with it, it
25 needed a new house built on it. You know, them -- them

1 things you build a house around them.

2 Q Uh-huh (affirmative).

3 A And it needed to be re-built.

4 Q Okay.

5 A And I told him that?

6 Q Okay.

7 A And what they do, they tear it down but they never do
8 built one.

9 Q Okay.

10 A No house over it.

11 Q So you don't have functional well on the property --

12 A No.

13 Q -- now?

14 A No, this is what it looks like now.

15 MR. WALTERS: All right. I'm going to hand this
16 over to.

17 Q Now, move to the next one. Show the Judge exactly what
18 you're talking about.

19 A This is the well, and that's how it looks now.

20 Q And how much did it cost for you to have that well put
21 in?

22 A God, that's been in -- many years ago. I wouldn't have
23 the least idea.

24 Q Okay. No problem.

25 A But they're not cheap.

1 Q Okay. Would you show the Judge the next picture there?

2 What is that a picture of?

3 A This is it again. That's the water tank laying there.

4 That's where it come from, there, see there's a well.

5 Q Now, when this happened did you confront Mr. Outlaw and
6 ask, "What are you doing?" or "Why are you doing this?"

7 A No, I didn't.

8 Q Okay. Did you talk to anybody in his family?

9 A No.

10 Q Did you talk to his dad?

11 A Yeah, I talked to his dad about it and his dad, "I
12 don't want to get involved."

13 Q Okay.

14 A That's all I --

15 Q And you said he wouldn't --

16 A -- got.

17 Q -- he wouldn't talk -- he -- you can't talk to him?

18 A No.

19 Q All right. What does he do if you tried to approach
20 him and you tried to talk to him?

21 A Me and him get into it.

22 Q When you say get into it, what would he do?

23 A Well, he'd get mad at me. So we couldn't talk.

24 Q Okay.

25 A Because we just can't talk -- say anything about his

1 son. Nothing.

2 Q Okay. Now, these next pictures would identify them for

3 the Judge?

4 A That's the tank again there.

5 Q Okay.

6 A Okay, this is taking a picture of his stuff he's got

7 down on his stuff.

8 Q Is that on his land?

9 A Yes, some of it. Most of it is, yeah.

10 Q Okay. As far as any improvement that was done on this

11 property, what improvement exists on this property at

12 this time?

13 A Nothing.

14 Q All right.

15 A It's all disapprovalment.

16 Q Okay. Now, you took pictures of these trees. Would

17 you tell the Judge --

18 A Yeah.

19 Q -- about that?

20 A That's up in my yard. That's where he -- when he come

21 up with that big tractor thing that he was supposed to

22 be dumping that dirt on that bare spot on my yard. He

23 tore big ole branch out of this tree and this one here,

24 he damaged. The whole thing is dying now.

25 Q Okay.

1 A And that's right in my back yard.

2 Q Okay. I'm sorry. Uh-huh (affirmative).

3 THE COURT: Is your back yard part of this
4 property we're talking about? Or is --

5 THE WITNESS: Yeah.

6 THE COURT: -- that another piece of
7 property?

8 THE WITNESS: Yeah, it's part of it.

9 THE COURT: Okay.

10 MR. WALTERS: Okay.

11 THE WITNESS: I mean that -- that was my --
12 my land.

13 Q All right, and would you tell the Judge exactly what we
14 have here?

15 A Okay, that's that hole --

16 Q Okay. And --

17 A -- that they dug.

18 Q Elaborate on that when you say that hole?

19 A That's that hole that's about five -- four or five foot
20 deep and the wide, I don't know how wide it was. But
21 that's what it is.

22 Q What can -- is the hole -- there's a five-foot hole in
23 the back yard a problem?

24 A Yes, it's a big problem. If somebody was to come in
25 that yard and -- a kid and get hurt, I would be sued.

1 Q Did you confront him about this? Did you talk about
2 this?

3 A I figured they ought to know that. I told his dad. I
4 couldn't tell him.

5 Q You didn't -- could -- because you're scared to get
6 into it.

7 A Because I can't talk -- I can't talk to him. That's
8 all there is to it.

9 Q Is there still a five-foot hole back there?

10 A Oh, yeah.

11 Q Okay. And is the well still broken?

12 A Oh, yeah.

13 Q Okay.

14 A And the septic tank is probably broke too because
15 they've been running cars and them big ole equipment
16 across it. So all the leach lines and everything is
17 probably busted. I don't know because there's nobody
18 using the septic tank.

19 Q All right. Let's go on to this next picture I have
20 here. Is this a more accurate view of exactly what was
21 out there in the yard?

22 A Yeah.

23 Q What does it show?

24 A Okay, it shows the doghouse. And this over here is the
25 party house. That's what he used to call it, his party

1 house.

2 Q What's the -- what's the party house?

3 A It's where they go in there and have company and do
4 fish -- eat -- eat and stuff like that.

5 Q But that's not on your property, is it?

6 A No.

7 Q Okay. All right.

8 A Now --

9 Q When you say the party house, you're referring to this
10 plat, that party house is on Mr. Outlaw's property but
11 that dog kennel is on --

12 A It's on mine.

13 Q All right. Okay. Now --

14 THE COURT: And what's the problem with the dog
15 kennel? Did he tear it down or do you want it torn
16 down?

17 THE WITNESS: Well, he --

18 THE COURT: Or he built it?

19 THE WITNESS: No, he already took the kennel
20 down.

21 THE COURT: He fixed it?

22 THE WITNESS: No, he did -- he took it.

23 THE COURT: It's gone now --

24 THE WITNESS: Yeah, it's gone.

25 THE COURT: -- is what you're telling me? Okay.

1 I didn't understand what was the issue with the dog
2 house. What --

3 THE WITNESS: All that's left of it now is that
4 slab that's there.

5 THE COURT: Okay.

6 MR. WALTERS: But Your Honor, I think the only
7 issue was is, it was alleged that there was \$26,000
8 worth of improvements to this property. And --

9 THE WITNESS: And I'd like to know where they're
10 at if --

11 THE COURT: This is on the counter-claim issue?

12 MR. WALTERS: Yeah, and then also there's a letter
13 that was sent in correspondence alleging \$26,000 would
14 be owed if she --

15 THE WITNESS: Yeah, that's plus --

16 MR. WALTERS: -- backed out of the deal.

17 THE WITNESS: -- the rest of my land.

18 MR. JACKSON: All right. That has more to do with
19 the cost of mowing the grass and the cost of other work
20 that they --

21 THE WITNESS: Yeah, but they never --

22 MR. JACKSON: We'll testify to that.

23 THE COURT: Okay. I was just trying to get a
24 handle on it.

25 Q Okay. All right, and I'm going to enter that -- I

1 don't know if --

2 MR. WALTERS: Jay, I think you've seen it.

3 Attorney Jackson, I think you've seen it.

4 Q Okay. I believe that as far as the other pictures that
5 I have, there's one last one here, would you tell the
6 Court what that is?

7 A Yeah, there you can see that mound. See, that's what
8 they got in my back. That's what's in my back, right
9 there. And this would be the hole there.

10 Q Okay. Well --

11 A And this here is just -- this -- this what he done up
12 there, that around next on my side part of the yard.

13 Q Okay. And would you identify this for the Judge. What
14 is that?

15 A That is a tree. What is that? Yeah, that's on that
16 mound. It's -- that's on that mound in the back.

17 Q Now, as far as a betterment to the property and an
18 improvement to the property, has there been any
19 improvement?

20 A No. None. None whatsoever. If they was, I'd like to
21 know where it's at.

22 Q Do you believe that he breached the agreement that you
23 had?

24 A Oh, he -- he definitely did. And that's what I told
25 him years ago when he said he'd get off of it.

1 Q All right. Now, in additional to that, when you say he
2 was going to get off of it, what happened?

3 A He went and got Martin Banks. Went and talked to
4 Martin Banks and then that's when I got that nasty
5 letter from Martin Banks.

6 Q Well let's talk about the letter that you got from
7 Martin Banks?

8 A Martin Banks ain't been out there. He don't know what
9 it looks like either.

10 Q Do you have a copy of the letter from Mr. Banks that
11 you received?

12 A Uh-huh (affirmative).

13 Q All right. When he retained his attorney what exactly
14 was conveyed to you? You don't have to go through the
15 entire letter but what was --

16 A It wasn't nothing conveyed to me except this.

17 Q All right. Well, let's go through it. All right.
18 It's alleged that you had an agreement over 1.9 acres;
19 is that correct?

20 A No.

21 Q Okay.

22 A It was supposed to have been an acre.

23 Q All right. And, in addition to that, in his letter and
24 it's alleged that when you made the agreement with him
25 they alleged, and his attorney wrote this letter, that

1 you obligated him to spend \$26,000. Did you ever
2 obligate him to spend that?

3 A No, I sure did not.

4 Q Have you seen \$26,000 --

5 A I ain't see 26 since.

6 Q Okay. Now, it's alleged that you were supposed to come
7 in and sign a deed and transfer this property over to
8 Mr. Outlaw or they were going to file suit against you.

9 A Yeah.

10 Q All right. Did you ever agree to come in and sign a
11 deed and transfer property over to Mr. Outlaw because
12 he --

13 A Not did this. Have suit against me or anything?

14 Q All right. But did you ever agree to come in and sign
15 the --

16 A Yeah, I --

17 Q -- deed and transfer --

18 A -- was -- I went down there.

19 Q Okay.

20 A I went to Martin Banks' office.

21 Q And what happened when you got there?

22 A When we got there he told me, he said, "I wouldn't sign
23 that right now because he's in foreclosure."

24 Q Okay.

25 A And I said, "Foreclosure of what?" I said, "He don't

1 own anything yet?"

2 Q All right. Did you ever agree that you were going to
3 sign this property over to Mr. Outlaw, that he had done
4 everything he was supposed to and you were going to
5 sign the deed and give him the property? Did you ever
6 agree to that?

7 A Did I what?

8 Q Did you ever agree to give Mr. Outlaw the property
9 because he fulfilled the obligations that he told you -

10 A No, I did not. No, he has never fulfilled it. If --

11 Q Did you tell Mr. Banks that?

12 A I told --

13 Q Attorney Banks?

14 A No, I think I told Banks that day I was down there, I
15 said, "The way you've been doing things," I said, "I
16 don't know whether it's going to work or not anyway."

17 Q All right. But there never was an agreement that you
18 would -- there that day to sign the property over to
19 him?

20 A Yeah, I went down there to sign it.

21 Q Okay.

22 A But Martin told me not to. That Whitey was in
23 foreclosure, so...

24 Q All right.

25 A Told me to hold off awhile, and I did.

1 Q All right. And as far as the agreement itself, do you
2 believe Mr. Outlaw fulfilled the agreement?

3 A No, he didn't.

4 Q Was there \$26,000 worth of improvements?

5 A No, there definitely were not.

6 Q All right. And has your property diminished in value
7 as a result --

8 A Most --

9 Q -- of this relationship?

10 A -- most definitely.

11 Q All right. And did he trash the place?

12 A Oh, yes.

13 Q Okay. All right.

14 MR. WALTERS: And this -- I want to enter this in.
15 This is a letter from Attorney Martin Banks. It's
16 dated February 6th, 2013.

17 THE COURT: Any objection to that, Mr. Jackson?

18 MR. JACKSON: No, no objection.

19 [Whereupon, Plaintiff's Exhibit No. 2 is marked
20 for identification.]

21 Q Let me ask you this, Ms. Riley.

22 A Uh-huh (affirmative).

23 Q Would you have fulfilled the contract and done what he
24 was supposed to if Mr. Outlaw had done what he was
25 supposed --

1 A Yes, I certainly would have. I certainly would have
2 and he knows I would've.

3 MR. WALTERS: I have no further questions, Your
4 Honor.

5 THE COURT: Give that to the Court Reporter and
6 mark that, please.

7 MR. WALTERS: Uh-huh (affirmative).

8 THE COURT: Cross-examination, Mr. Jackson?

9 MR. JACKSON: Thank you.

10 CROSS-EXAMINATION OF MS. RILEY BY MR. JACKSON

11 Q Ms. Riley, my name is Jay Jackson. I represent Michael
12 Outlaw. I'm going to ask you a few questions.

13 A All right.

14 Q You said right from the beginning there were problems
15 with the mowing of the grass or your yard; is that
16 correct?

17 A Right. Uh-huh (affirmative).

18 Q And you brought those to Mr. Outlaw's attention?

19 A Yeah.

20 Q Pretty much every time somebody mowed; is that correct?

21 A Yeah.

22 Q But in spite of that he continued to have somebody mow
23 your grass for six years before --

24 A No, not six years.

25 Q -- you said you weren't going to just --

1 A No.

2 Q Five years?

3 A It was three years went by at the beginning --

4 Q All right, three years.

5 A -- that his son come up --

6 Q All right, three years?

7 A -- and mowed.

8 Q How much after that?

9 A Huh?

10 Q After the three years, how long did it go on?

11 A I don't know how long it went on. I really don't know.

12 Q Okay. Well, according to your complaint --

13 A We've been into this mess for so long now that -- that
14 wasn't nothing being done.

15 Q Well, according to your complaint it started in 2007.

16 A Well --

17 Q And this mess started in 2013. That's --

18 A Well --

19 Q -- that's six years, isn't it?

20 A Yeah, that the son -- they mowed about three years
21 then.

22 Q Okay. And as far as this parcel that's in dispute, you
23 said it was supposed to be an acre.

24 A Yeah, that's all it was supposed to be; we didn't have
25 no measurements or anything.

1 Q All right.

2 A I don't -- he said, "About where you going to go with
3 it?"

4 And I -- I told him, "No farther than this," is
5 what I said.

6 Q All right. When did you first see this plat that shows
7 Parcel C on there?

8 A If it's my plat I didn't -- I didn't see his plat --

9 Q Okay.

10 A -- to start with.

11 Q You never saw that?

12 A Unh-unh (negative).

13 MR. SAILOR: Is that -- is that the one?

14 MR. JACKSON: You have to be quiet.

15 THE COURT: Sir?

16 THE WITNESS: You can't say nothing.

17 THE COURT: Okay. Wait in the waiting room.

18 A Yeah, this -- this is something that went down to the
19 courthouse and had done.

20 MR. SAILOR: I did that.

21 THE WITNESS: Yeah, he did it.

22 A But I hadn't -- I hadn't never seen it before that.

23 Whitey didn't tell me nothing about it.

24 Q Right, if it says it's 1.19 acres, is that so far off
25 of one acre that that's a problem?

1 A Yeah, it is for me.

2 Q Okay. And did he do other work for you?

3 A Yeah, he did other work for me.

4 Q Did he pour your driveway?

5 A No.

6 Q What other work did they do for you other than mow the
7 grass?

8 A They poured a -- a thing under a -- under my shed,
9 concrete under my shed.

10 Q Okay. They did that.

11 A Yeah, but I paid for it.

12 Q All right. Did -- you paid for the concrete, right?

13 A Yeah.

14 Q You didn't pay for his time, did you?

15 A No.

16 Q And, in paying for mowing of the grass, did you ever
17 pay him to mow the grass?

18 A No.

19 Q And -- because that was the deal, he was going to mow
20 the grass and he was going to get the property?

21 A Right.

22 Q And, for at least three years, according to you, he's
23 mowed the grass?

24 A Yeah, but that ain't every week either.

25 Q All right. Well, every other week, however often. But

1 in -- but your position is, he should get absolutely
2 nothing for that, and you should get the land and he
3 gets nothing?

4 A Exactly.

5 Q All right. And, the time he spent pouring under your
6 shed, he's not supposed to get anything for that; is
7 that correct?

8 A That's right.

9 Q And you're okay with that?

10 A Yeah, I'm okay with that.

11 Q Okay.

12 A After the way they did me, yeah.

13 Q Well, what did they do to you?

14 A Huh?

15 Q What did they do to you other than mow your grass for
16 you like they were supposed to?

17 A They have put me through literally everything. Now
18 they --

19 Q By mowing your grass?

20 A Huh?

21 Q By mowing your grass?

22 A By making my life miserable is what they're done.

23 Q Well, why didn't you stop them after the first few
24 months?

25 A First few -- I was trying to go along with what they

1 was doing. They was -- I was -- I was being -- I was
2 sick and I needed some help.

3 Q Okay. So you took advantage of them?

4 A No, I didn't take advantage.

5 Q And let them keep doing it, and now you don't want to
6 live up to the deal; is that right?

7 A That is not true. That is not true.

8 Q Well, they've done a lot of work for you and --

9 A Not that -- no --

10 Q -- got nothing for it.

11 A -- they have neither.

12 Q They mowed your grass. They did -- pouring in your
13 concrete.

14 A Yeah, first -- first time -- times they were mowing
15 they mowed -- they used my mower and I told him the oil
16 need change before he started it because it -- my
17 husband had died and it hadn't been fired up. Well, he
18 runs it without changing the oil in it and blew the
19 motor up in it.

20 Q What other work had they done for you?

21 A That's it. The --

22 Q They cuts limbs out of the trees for you?

23 A Limbs out of the trees?

24 Q Yes, ma'am.

25 A No, I cut the limbs out of the trees myself.

1 Q You got up there and cut the limbs out of your --
2 A I sure do.
3 Q Okay. Why aren't you mowing your own grass?
4 A I'm not able anymore.
5 Q But you would climb a tree and --
6 A I was --
7 Q -- cut limbs out --
8 A -- I -- now, I don't climb trees. I do what -- reach
9 what I can.
10 Q Did they do any of that for you?
11 A No, they didn't trim no trees. They cut a couple trees
12 down.
13 Q Now, was it -- was it your agreement that they could
14 use this property while they were mowing your grass and
15 the property he was supposed to get, could they use it
16 while this deal was going on?
17 A Yeah. Yeah.
18 Q All right. So, if -- if he put a pole barn on it, what
19 was wrong with that?
20 A There wasn't nothing wrong with it as long as he was
21 acting right and doing right.
22 Q All right. Did you tell him to take it down?
23 A I ask -- when we -- I told -- when I asked him to move,
24 that I couldn't go through it no more.
25 Q All right.

1 A And that's when he said, give me a couple days and I'll
2 get my stuff off of it. And that's when he went to
3 Martin Banks.

4 Q Did he take it down?

5 A Yeah, he took it down.

6 Q Okay. So this person you can't talk to, you asked him
7 to take it down and he took it down; is that correct?

8 A I didn't say anything about the building. I didn't say
9 a word about the building. I just told him I couldn't
10 go through the deal.

11 Q And that's when he went to Martin Banks?

12 A Uh-huh (affirmative).

13 Q And that was five or six years after the deal was made;
14 is that correct?

15 A I -- I guess. I don't know.

16 Q Now, you said the wires to the -- to the --

17 A That was to my house that I --

18 Q -- pump --

19 A Oh --

20 Q -- was messed up, right?

21 A The whole -- the whole thing's tore up.

22 Q All right. Was it being -- who was using it?

23 A There wasn't nobody using it.

24 Q Okay. It wasn't hooked up?

25 A It was hooked up but it wasn't hooked to electric.

1 Q Okay. That's what I mean. So --
2 A Yeah.
3 Q -- it wasn't hooked to electric.
4 A Yeah.
5 Q It was unusable then, and it's unusable now; is that
6 correct?
7 A It's unusable now, but it wasn't then if he'd hooked
8 electric to it.
9 Q Okay. But nobody had, right?
10 A No.
11 Q So it wasn't being used; is that correct?
12 A There wasn't nobody down there to use it.
13 Q You say he tore up some -- some wires at your house.
14 A Yeah.
15 Q Was that on your property or on the property on
16 dispute?
17 A That's on my property.
18 Q That's on your property, or --
19 A On my property.
20 Q -- on the property on dispute?
21 A On mine.
22 Q Why was he on your property?
23 A That's where they was supposed to be taking the dirt
24 out of one place and putting it on another and he dug -
25 - and the boy dug a hole instead of just dumping the

1 dirt there. That's all he was supposed to do is just
2 dump the dirt.

3 Q Why were you moving dirt from one place to the other?

4 A Because it was on my -- in a place that we wasn't going
5 to have the garden there anymore. And, so I had -- was
6 having the dirt put where I needed dirt at instead of
7 in the yard.

8 Q And you say they tore up the wires --

9 A Yeah.

10 Q -- and did nothing about it?

11 A Well, the boy tried to fix it but he didn't know how to
12 do it.

13 Q Okay. Did -- has Mr. Outlaw mowed the grass on the
14 property in dispute the whole time we're talking about?

15 A No. Mr. Outlaw ain't done nothing.

16 Q Well, his people?

17 A Yeah, he'd have --

18 Q And they're still doing it, right?

19 A No.

20 Q They're not still mowing that grass?

21 A No.

22 Q On the parcel in dispute?

23 A I don't know about the parcel in dispute. I ain't been
24 back down there.

25 Q Okay.

1 A If he is he's doing it for his own good --
2 Q And then he --
3 A -- so they can park their cars down there.
4 Q And that -- that parcel looks better now than it ever
5 did before?
6 A Oh, no, it don't. Oh, no, it don't.
7 Q It's been cleaned up.
8 A It was cleaned up before because I used to have a
9 tenant down there that lived down there.
10 Q When was that?
11 A That's been years ago too.
12 Q Yeah. Let me -- can I see the exhibits?
13 A That -- that land, it wasn't nothing but trees. That's
14 all it was. It wasn't no junk because I kept it all
15 back.
16 Q Was it trees or was it cleaned up?
17 A It was --
18 Q Which one was it?
19 A Well, it was -- half of it was clean and the rest was
20 trees, woods.
21 Q But what is it now?
22 A Now it's junk.
23 Q What junk?
24 A He's got old metal, a big pile of metal of sky high,
25 got an outhouse on there.

1 Q An outhouse?

2 A An outhouse and part of these -- one of these buildings
3 he built last was on it. That he -- after he knew,
4 after we was in dispute of it.

5 Q You said there's a big hole on it; is that right?

6 A Right.

7 Q Show me where the hole is.

8 A Okay. There you go. At the top.

9 Q You're telling me that's a hole?

10 A Yeah, you better believe that's a hole. That's what --
11 he's got trees down in it. He threw tree branches in
12 it.

13 Q And how deep is this hole?

14 A That's about five -- four/five foot deep.

15 Q So you can stand down there in it and nobody could see;
16 is that right?

17 A [No verbal response.]

18 Q How tall are you

19 A I'm about 5'2".

20 Q And so if you stood at the bottom of it --

21 A I couldn't get down in there.

22 Q But you could --

23 A I ain't going to get down in there.

24 Q But it's about as tall as you are; is that right?

25 A Yeah. I'm trying to find another one.

1 THE COURT: Mr. Walters, these pictures she's got
2 are in evidence, but these pictures aren't. Would you
3 -- can you move these that are not in evidence?

4 MR. WALTERS: Oh, I'm sorry. I don't want to miss
5 anything.

6 THE COURT: Just so we don't get them mixed up.

7 MR. WALTERS: Yes, sir. Uh-huh (affirmative).

8 THE COURT: Unless you want to put them in
9 evidence. That's fine, but --

10 MR. WALTERS: I think some of them duplicates
11 because it's a --

12 THE COURT: Okay. Yeah, I just didn't want them
13 to get mixed up, so...

14 MR. WALTERS: Yes, sir.

15 THE WITNESS: The exhibits.

16 Q And is that why you -- you went to Martin Banks' office
17 with the intention of signing the deed; is that
18 correct?

19 A Uh-huh (affirmative).

20 Q That's a yes?

21 A Yes.

22 Q And he -- he said let's hold off because of some
23 foreclosure.

24 A Right.

25 Q And if he hadn't said that you would've signed this

1 deed; is that correct?

2 A Yeah, at that time I probably would have.

3 Q Okay. Okay, and so what's different now than then
4 because then -- even then you were not happy with any
5 of this, were you?

6 A No, but I was getting along.

7 Q All right.

8 A Trying.

9 Q So what's -- so why aren't you signing the deed now?

10 A Why ain't I signing it now?

11 Q Yes, ma'am.

12 A Because of everything that's been done. I mean I --
13 all this stuff wasn't done then.

14 Q Well, most of it was, wasn't it?

15 A No.

16 Q Did you tell Mr. Banks --

17 A My yard wasn't done then.

18 Q Did you tell Mr. Banks that you -- well, I mean --
19 well, that day you were going to sign the deed; is that
20 correct?

21 A Yeah, but then when he told me not to, I didn't sign.

22 Q All right. Was there also a mortgage on the property?

23 A Yeah, I owed about four more house payments.

24 Q And were you in the process of getting that mortgage
25 released?

1 A I was getting -- going to have a parcel released.
2 Q Right.
3 A Yeah.
4 Q And you -- you -- you got a letter from Wachovia
5 telling you what all you needed to do to get that --
6 that parcel released; is that correct?
7 A Yeah, but I didn't do nothing.
8 Q Did you write a letter?
9 A Huh?
10 Q Did you write a letter to them?
11 A I -- no, only thing I did to them was call them and ask
12 them if I could get, you know, do that, the parcel of
13 it. And she told me it would take \$250, I think it
14 was, or \$150, I don't remember which, and I said,
15 "Well, I ain't -- I can't do that."
16 Q Did you get that letter?
17 A Huh?
18 Q Did you get that letter?
19 A No, I guess --
20 Q That letter sent to you?
21 A -- I guess Ms. Outlaw did.
22 Q Well, was it sent to you?
23 A I don't know. Maybe this did come to me and she's got
24 it.
25 Q Do you remember seeing it?

1 A Yeah, I remember seeing something like this.

2 Q Okay.

3 MR. JACKSON: Your Honor, I'd offer this letter
4 into evidence.

5 THE COURT: Any objection, Mr. Walters?

6 MR. WALTERS: No objection.

7 THE COURT: Okay.

8 A Now you got to understand this is at the beginning of
9 everything.

10 THE COURT: That is Exhibit 1?

11 THE COURT REPORTER: Defendant's 1, yes, sir.

12 [Whereupon, Defendant's Exhibit No. 1 is marked
13 for identification.]

14 A You need this?

15 Q It was in October of 2007 is what this date says.

16 A Oh, okay.

17 Q Correct?

18 A Yeah, it was in October, I know because that was --
19 there was no mowing, no nothing that whole rest of that
20 year.

21 Q Okay. Did you write this letter to Wachovia?

22 A This is what I told them. I didn't write no letter.

23 Q Okay. Well, somebody wrote that letter. Do you know
24 who? Or typed it up?

25 A I don't -- I don't type to start with.

1 Q Okay. Did Mrs. Outlaw type that for you?
2 A She may have typed it. I don't know.
3 Q Do you remember seeing it?
4 A I really don't remember it.
5 Q Do you remember signing it and mailing it off?
6 A No, I didn't sign it.
7 Q Okay. But do you remember seeing it?
8 A I don't -- I don't remember seeing it.
9 Q Okay. Was it 2013 when you went to Mr. Banks' office?
10 A Could be.
11 Q You got the letter from him shortly after that; is that
12 correct?
13 A A few days later.
14 Q And that's when all this litigation started; is that
15 right?
16 A Uh-huh (affirmative).
17 Q And -- but -- but who started this litigation?
18 A I -- I did when I had told Whitey I couldn't go through
19 with the --
20 Q Okay.
21 A -- the -- with the mowers men anymore. I just couldn't
22 go through it.
23 Q Uh-huh (affirmative). So all the litigation was
24 started by you; is that correct?
25 A I guess so.

1 Q And you know they spent money on all this stuff they've
2 done for you?

3 A They didn't spent that -- they ain't spent nothing on
4 me.

5 Q Well, they spent it on mowing grass, they spent it on
6 somebody to mow your grass and do --

7 A That's all right.

8 Q -- all this work.

9 A They've used my yard too down there. They've been on -
10 - using my land there ever since -- ever 00

11 Q It was supposed to be his land; that was part of the
12 deal.

13 A And they still on it.

14 Q Wasn't the deal was he was going to get that land?

15 A Yeah, if -- if he handled up to his deal.

16 Q And he could use it in the meanwhile, couldn't he?

17 A Yeah.

18 Q Okay.

19 MR. JACKSON: That's all I have of this witness,
20 Your Honor.

21 THE COURT: Any redirect?

22 MR. WALTERS: No further questions, Your Honor.

23 THE COURT: Okay. Next witness, Mr. Walters.

24 MR. WALTERS: We call Mr. Outlaw.

25 THE COURT: All right --

1 MR. JACKSON: Your Honor, can we possibly call Mr.
2 Banks maybe out of turn? Do you mind if we do that?

3 MR. WALTERS: Okay. That's no problem.

4 MR. JACKSON: And that's just so --

5 THE COURT: Yeah, come around, Mr. Banks, just so
6 you'll be facing the court reporter.

7 MR. WALTERS: Uh-huh (affirmative).

8 [Sotto voce discussions.]

9 (MARTIN BANKS, ESQUIRE, having been first duly
10 sworn, testifies as follows:)

11 DIRECT EXAMINATION OF MR. BANKS BY MR. JACKSON

12 Q Mr. Banks, state your name for the record, please.

13 A I'm Martin Banks.

14 Q Where do you work, Mr. Banks?

15 A I have my own practice in Calhoun County and Saint
16 Matthews.

17 Q And, you're an attorney at law; is that correct?

18 A I am.

19 Q How long have you been practicing in Saint Matthews?

20 A Just about 24 years.

21 Q Okay. You've heard your name come up in terms of Ms.
22 Riley's testimony about this. Were you asked to get
23 involved in preparing some documents between Ms. -- Mr.
24 Outlaw and Ms. Riley?

25 A Yes.

1 Q And do you recall who asked you to prepare any
2 documents?

3 A I think it was Brandy.

4 Q Okay, Brandy Outlaw; is that correct?

5 A Or one of her family --

6 Q Mr. Outlaw --

7 A -- members.

8 Q Okay. All right. And what did you do once you were
9 asked to get involved?

10 A What did I do?

11 Q Yeah.

12 A Well, I prepared a deed. I did a title search. I
13 found that there was a mortgage on the property, and
14 informed them that that would be one of the issues that
15 needed releasing. I also discovered under the search,
16 I searched the name of the person who the property goes
17 into -- the one that it would be going into. I'm
18 pretty sure I recommended that we might need a contract
19 because land transactions are best done with contracts,
20 but I -- they -- it was such a done deal they said,
21 "No, can you do it this quick. We don't need a
22 contract," because it was already set in stone. So I
23 found that there was a problem with the name that the
24 property was going to go into, and in the meantime
25 before I could inform someone, I think they'd already

1 arranged for Mrs. Outlaw [sic] to come to my office and
2 sign this deed. That they really wanted this deed
3 instead of a contract, so I did --

4 Q You said Mrs. Outlaw, you --

5 A Oh, I'm sorry, Ms. --

6 Q Riley.

7 A -- Ms. Riley. That's right.

8 Q Okay. Let me show you this document. Is that the deed
9 that you prepared?

10 A Yeah, it's got my file number on the bottom of it.

11 Q Okay. And that was the deed Ms. Riley came to your
12 office to sign; is that correct?

13 A That's right.

14 Q And do you remember her coming to your office to sign
15 the deed?

16 A I do.

17 Q And, was the deed signed that day?

18 A No, in fact, I met her at the window. I have a window
19 right where my secretary is and I met her right at the
20 window. I remember it.

21 MS. RILEY: We was in your office?

22 A And -- and we had this -- I'm sorry, what was the
23 question?

24 Q Was the deed actually signed, and if not, why not?

25 A When she got there I had found out about the other

1 issues, so I told her -- and I found out that it would
2 be resolved very soon, within a couple of weeks or
3 less. And -- and so I recommended to her that we just
4 not do it right now. If we just waited a couple weeks
5 we -- you know, everything would be clear. We'd have
6 the release on her property or she might, you know, be
7 further down the road paying it off. Plus, we'd have
8 the other side of this issue dealt with.

9 Q What was the issue, if you recall?

10 A Actually, I thought it -- it was -- I know it was a
11 financial issue, so it was either a lien or a judgment
12 of some kind or a foreclosure. I honestly can't
13 remember which right at the moment.

14 Q Okay. But it was soon to be resolved?

15 A Yeah, it was supposed to be resolved pretty soon
16 according to --

17 Q Okay.

18 A -- the Outlaws.

19 Q Now, did --

20 MR. JACKSON: All right, so I'd offer this copy of
21 the deed into evidence, Your Honor.

22 MR. WALTERS: No objection.

23 [Whereupon, Defendant's Exhibit No. 2 is marked
24 for identification.]

25 THE COURT REPORTER: It's Defendant's 2.

1 MR. JACKSON: Okay.

2 Q Now, were you contacted then by the Outlaws thereafter
3 about a problem?

4 A Yeah, real soon thereafter I found out that she decided
5 not to do it whatsoever. And -- and -- which was kind
6 of shocking. And they -- I think they've asked me what
7 I'd said to her to make her change her mind. I said,
8 "Well, I didn't make her change her mind. I just said
9 we probably shouldn't do at this time." And I think
10 they -- I can't remember if they asked -- if the
11 eviction came up first or they asked me to go ahead and
12 file suit because --

13 Q Did you -- did you write a letter on their behalf?

14 A I did.

15 Q Okay. And I believe it's been previously marked into
16 evidence.

17 THE COURT REPORTER: Plaintiff's 2.

18 MR. JACKSON: Okay.

19 Q Now, is this -- is this the letter you wrote on behalf
20 of Mr. and Mrs. Outlaw?

21 A Yes, it is.

22 Q To Mrs. Riley, correct?

23 A Sure is. Uh-huh (affirmative).

24 Q Okay. And the information is based on what the Outlaws
25 told you at the time?

1 A Yeah, if there's any inaccuracy it might've been a
2 miscommunication, but I -- I think it's pretty
3 accurate.

4 Q Okay. Did you receive a letter back from Mr. Walters
5 after that?

6 A I believe I did, yeah.

7 Q Okay. And I'm going to show you a copy of this letter.
8 Is that in fact the letter you got back from Mr.
9 Walters?

10 A Yes. Yeah, that is.

11 Q Okay.

12 MR. JACKSON: Your Honor, I'd offer this letter
13 into evidence.

14 THE COURT: Which -- which letter is?

15 MR. JACKSON: This is a letter from Mr. Walters
16 back to Mr. Banks --

17 THE COURT: Okay.

18 MR. JACKSON: -- dated February 19th, 2013.

19 THE COURT: All right. Any objection?

20 MR. WALTERS: No.

21 THE COURT: But that's Exhibit No. 3.

22 THE COURT REPORTER: No. 3.

23 THE COURT: Okay. I want to make sure you've not
24 put into evidence yet, Mr. Jackson?

25 MR. JACKSON: The other letter was already in it.

1 MR. WALTERS: It was already in.

2 THE COURT: No, this one.

3 MR. JACKSON: That's a copy of that letter, sir.

4 THE COURT: I'm sorry.

5 MR. JACKSON: I'm sorry.

6 [Whereupon, Defendant's Exhibit No. 3 is marked
7 for identification.]

8 Q And in Mr. Walters' letter there was an issue with
9 conflict of interest that you may have had; is that
10 correct?

11 A Yeah, out of abundance of caution I decided to cease
12 representing them.

13 Q And is this -- did you -- did you respond back to Mr.
14 Walters --

15 A I did, yeah.

16 Q -- about --

17 A That's where I informed them of that and -- and --

18 Q Okay.

19 A -- sort of made -- pushed the conversation down the
20 road a little bit.

21 Q All right.

22 MR. JACKSON: Your Honor, I'd offer this last
23 letter into evidence.

24 MR. WALTERS: No objection.

25 THE COURT: No objection. In the file. Would you

1 pass me back 3, 4, and 5 when you get that marked,
2 please?

3 THE COURT REPORTER: Actually, that's -- this
4 one's 4.

5 MR. JACKSON: I might've confused you because of
6 that one letter.

7 THE COURT: Okay.

8 MR. JACKSON: Well, again, this -- this --

9 [Sotto voce discussions to discuss exhibit sequence.]

10 [Whereupon, Defendant's Exhibit No. 4 is marked
11 for identification.]

12 Q So Mr. Banks, did you have any other involvement in
13 this case then after that?

14 A I -- yeah, I actually prepared some pleadings and --
15 and they were never signed, they were never filed, but
16 I -- they were hot to trot to -- I mean, this was
17 something that I -- we jumped on really, really quick
18 and so I was -- I think I'd completed the pleadings.
19 We just never signed them because of the last letter
20 and -- and you know, the excuse --

21 Q Okay. On the day that Ms. Riley came to your office
22 was, you know, she was apparently there to sign that
23 deed?

24 A She was. There was no question if I hadn't intervened
25 she would have signed that deed.

1 Q Okay. Please answer any questions Mr. Walters may have
2 for you.

3 MR. WALTERS: I have no questions.

4 MR. JACKSON: All right. Your Honor, I'd ask if
5 Mr. Banks can be excused.

6 THE COURT: Let me ask him a couple questions
7 before you go. Mr. Banks, when you went -- when you
8 met with Ms. Riley, were you meeting with her on behalf
9 of the Outlaw Family, but not -- you weren't
10 representing Ms. Riley other than that other than
11 discussing it with her?

12 MR. BANKS: Absolutely not.

13 THE COURT: Okay. And the reason you would've
14 told her why don't we hold up would've been because of
15 you found the mortgage lien?

16 MR. BANKS: There was a -- there was her mortgage
17 and I also found something on the other side in the
18 name -- I think -- I heard y'all say it was a
19 foreclosure. I honestly don't remember if it was a
20 foreclosure, but I knew it was a financial thing. It
21 was a either a judgment or foreclosure, something on
22 the other side. So it would have gone into that name
23 that could've attached and had been a problem.

24 THE COURT: And so that -- your advice there was
25 for the benefit of your client?

1 MR. BANKS: That's right, my client.

2 THE COURT: Okay. But in addition to that the
3 lien -- the mortgage lien that Ms. Riley had on the
4 property, if she had deeded part of that property out,
5 would that not have been a potential for her having the
6 mortgage called due immediately by the bank?

7 MR. BANKS: Absolutely. And that's the problem.
8 It, you know, the -- we weren't -- we're getting a
9 piece but the mortgage was on the whole.

10 THE COURT: Yeah. So you usually work out the
11 release on the --

12 MR. BANKS: Yeah.

13 THE COURT: -- on the lien first, right?

14 MR. BANKS: It's like Paragraph 13 in about every
15 mortgage.

16 THE COURT: Sure.

17 MR. BANKS: Uh-huh (affirmative).

18 THE COURT: Okay. That's all I had.

19 MR. BANKS: Okay.

20 THE COURT: Anything else?

21 MR. WALTERS: No, sir.

22 THE COURT: May this witness be excused?

23 MR. JACKSON: Please.

24 MR. WALTERS: Yes, sir.

25 THE COURT: Thank you, sir. Appreciate it. Have

1 a safe trip back.

2 MR. BANKS: Thank you, Your Honor. Have a good
3 day.

4 [Sotto voce discussions.]

5 THE COURT: Okay, we're back to ordinary calling
6 on witnesses. You wanted to call Mr. Outlaw?

7 MR. WALTERS: Yes. Uh-huh (affirmative).

8 THE COURT: Okay. We have two Mr. Outlaws here?

9 MR. MICHAEL OUTLAW: Yes.

10 THE COURT: Which one?

11 MR. WALTERS: Your Honor, the son that entered
12 into the agreement.

13 MR. JACKSON: Michael.

14 MR. WALTERS: Okay.

15 THE COURT: Okay, Michael Outlaw?

16 MR. WALTERS: Yes.

17 THE COURT: Okay. You want to swear him in now?

18 (MICHAEL OUTLAW, having been first duly sworn,
19 testifies as follows:)

20 THE COURT: Okay.

21 DIRECT EXAMINATION OF MICHAEL OUTLAW BY MR. WALTERS

22 Q Mr. Outlaw, Mr. Banks, Attorney Banks, when he sent
23 that letter out he said it was \$26,000 worth of
24 expenses or improvements to the property. Could you
25 tell me how you came up with \$26,000?

1 A Well, Banks just said that there might be a discrepancy
2 on his part, and it was. It was supposed to be around
3 21.

4 Q Okay. How'd you come up with \$21,000?

5 A Cutting the grass for five and half years. Cleaning up
6 that land back there, digging up them stumps. We had
7 three pieces of equipment back there and two guys for a
8 week. I don't know if you ever dug up any big stumps,
9 but it takes a lot to it. Leveling the land, building
10 the shed, pouring the concrete, cutting limbs. She
11 said we did not cut limbs for her, but we did, and
12 several trees around there and dug up trees and stuff.
13 So all of it combined in over about eight/nine years
14 right there.

15 Q Okay. So how often was the grass cut, let's start with
16 that? Was it cut once a month? Twice a month?

17 A No, twice -- every two weeks.

18 Q Every two weeks?

19 A Yeah.

20 Q Do you have any documentation to substantiate --

21 A We do --

22 Q -- that?

23 A -- but I don't know if we -- it should be in this file,
24 isn't it? We got it somewhere. We got the contract.
25 My son and his wife cut it for the first two years.

1 First two years, and then we hired it done from Green
2 Thumb Lawn Service.

3 Q Okay. This is a contract? This contract's unsigned.

4 A Yeah, it's unsigned by me or -- and the owner. I don't
5 think the owner signed it either.

6 Q All right. So --

7 A Did he?

8 Q -- this is a -- it says, Green -- a Green Thumb Lawn
9 Care.

10 A Uh-huh (affirmative).

11 Q And company's in Gaston, South Carolina. It's dated
12 July 25th of 2010. Goes on and talks about how much it
13 is for cutting and things of that nature. This is
14 unsigned and accepted by -- did anyone -- no one from
15 the company signed and you didn't sign?

16 A No, sir. So it's --

17 Q All right. But do you have an existing -- you said you
18 had a contract with regards to the cutting of her
19 property and how much was being charged.

20 A There's no prices on that?

21 Q Well, this contract's unsigned. You don't have an
22 agreement here. Do you have anything with --

23 A He done it for five and a -- well, three years. I
24 can't remember how long he done it; it was two or three
25 years. And then we let Rowdy Cole out of Saint

1 Matthews start cutting it.

2 Q Do you have a contract or any --

3 A No, we don't --

4 Q -- documentation --

5 A -- have a contract with Rowdy. That's all I got from
6 these guys here.

7 Q Okay.

8 A They done it every two weeks.

9 Q But as far as any type of written agreement you have no
10 written agreement with --

11 A That's all I have, yes, sir.

12 Q Okay. But this -- this wasn't signed. I'm going to
13 hand it back to you.

14 A Okay.

15 Q Okay. So you say grass was cut for five and a half
16 years, but you really don't have any documentation to
17 substantiate that, do you?

18 A Nothing except the people that done it.

19 Q Do you -- you know you could've brought them to Court
20 today and have them testify?

21 A You're right.

22 Q Okay. But you don't have any one here today, do you?

23 A Not a soul.

24 Q Okay. Now, I want to go through each one of the so
25 called items that you listed. You said the grass was

1 cut for five and a half years.

2 A Uh-huh (affirmative).

3 Q And then you said that you paid some men to work on the

4 property to remove stumps; is that right?

5 A Yeah.

6 Q All right. Do you have any of that documentation --

7 A No, but I was one of the men that done it. Me and one

8 more fellow.

9 Q Okay. And did you pay him?

10 A No, I didn't pay him myself and he done it as a favor

11 to me.

12 Q And how long did he work on the property?

13 A We worked six days.

14 Q Uh-huh (affirmative).

15 A Because we don't work on Sunday.

16 Q And, he did it as a favor for you. What that person's

17 name?

18 A Jack Bradley.

19 Q Okay. And where does he live?

20 A Saint Matthews.

21 Q And, you could've brought Jack today, couldn't you?

22 A I could've. Yes, sir.

23 Q You could've subpoenaed him, but Jack's not here?

24 A Jack's not here.

25 Q Okay. All right. And, you're saying Jack worked with

1 you and you didn't have to pay him?

2 A Unh-unh (negative).

3 Q All right. So Jack was free. And as far as the grass
4 is concerned you don't have any documentation to
5 substantiate what was being paid to either of the
6 individuals that you say you contracted. Now, other
7 than the clearing of the land and the grass, what else
8 was done on the property?

9 A We cut some trees for her at time to time. We cleaned
10 some limbs. And we'd take the limbs, we cleaned them,
11 we'd take them to the back of the property in that big
12 pile back there that she pointed out, lay them all on
13 it.

14 Q Okay. What other improvement was made to the property?

15 A Well, there was a good bit right there, cleaning it up.
16 There was a lot of big trees, a lot of big pines we dug
17 up. Levelled the ground. Built that -- it was a six
18 bay pole building like she said. And we poured some
19 concrete.

20 Q All right. Well, let me ask you a question. The
21 building, who was that for?

22 A Well, it was my building on -- on the place of Parcel
23 C.

24 Q Okay. And what was that building used for?

25 A Farm equipment.

1 Q Okay. Now, are you a farmer?

2 A I was.

3 Q Okay. And so you kept equipment under it?

4 A Yes, sir.

5 Q All right. What equipment did you keep under it?

6 A We kept two gravity flow wagons, two grain trucks, a
7 30-foot green head under it, and miscellaneous farm
8 does.

9 Q Okay. And where were these items kept before that
10 building was built?

11 A Out in the yard over on our side.

12 Q Okay. So that benefited you by putting it under that
13 particular building to have all the equipment so it
14 wouldn't rain on it and rust and things of that nature?

15 A To that nature, that's right.

16 Q All right. So, as far as this improvement to the
17 property with the building do you have any
18 documentation to substantiate what it costs, or who
19 built the building?

20 A I did.

21 Q Okay. And do you have your paperwork or anything where
22 you built the building and how much it costs?

23 A I don't know what all I do have, but I got what it cost
24 to put the top on it somewhere. But we done most all
25 the labor on that place our self --

1 Q All right.

2 A -- including pouring the concrete.

3 Q But it was for your benefit; is that right?

4 A It was nobody else but mine.

5 Q Right. So you kept your equipment out of the rain and
6 out of the weather and then you were able to place it
7 under that particular building?

8 A That was the cost of the metal to go on top of it.
9 That don't count the lumber, the framing, that's just
10 the metal.

11 Q Okay. All right, so you refer to it as the
12 agricultural shed.

13 A Uh-huh (affirmative).

14 Q So you used that shed during that period of time
15 because the items were out in the weather when they
16 were in your yard?

17 A Uh-huh (affirmative).

18 Q What other improvement did you make to the property?

19 A We built a dog kennel for his dog. It was a lab and
20 poured concrete for the fence around it. We took it
21 down and left the slab there.

22 Q Okay.

23 A But cleaning it up was a big improvement because it was
24 a -- just woods.

25 Q Uh-huh (affirmative). Okay. What else?

1 A Kept the grass cut because nobody cuts it. Nobody's
2 cut it in the now nine years, but us.

3 Q Okay. So, I want to make sure I -- I've got a accurate
4 reflection of your testimony. And I don't want to put
5 words in your mouth. You put a dog kennel for your
6 son. You say he had a lab.

7 A He had a lab.

8 Q He kept the dog out there. There was a building that
9 was built for your farming equipment, an agricultural
10 shed so your items wouldn't be out in the weather. And
11 you're saying that the grass was cut -- you first
12 testified it was five and a half years and then you
13 just said nine.

14 A We still cutting it. We still cutting it as of two
15 days ago they cut it.

16 Q All right. You've heard my client elude to the fact
17 that there's a hole out there in the yard.

18 A Yes, I did.

19 Q All right. Is that a hole out there?

20 A There's a hole over there. It is a hole that was dug
21 with a front end loader.

22 Q Uh-huh (affirmative).

23 A Which was a three-yard bucket, which is about 48 to 50
24 inches. I don't know exactly what the measurements
25 are.

1 Q Uh-huh (affirmative).

2 A Two scoops wide. And it's down probably about this
3 deep. It ain't five foot deep by no means.

4 Q Uh-huh (affirmative).

5 A But what she did not tell you was the dirt was took
6 there and took to her carport and put in her carport to
7 bring the ground up to level to pour the slab for her
8 to drive her truck home.

9 Q Did you use any of the dirt for your --

10 A Some of the dirt we have filled up a few potholes, but
11 the hole was initially started by this gentleman for
12 that carport.

13 Q So, we had dirt for the carport and there were dirt or
14 potholes in your yard?

15 A Along and along, yeah.

16 Q Okay. So everybody benefited from the dirt?

17 A I think everybody was satisfied with it.

18 Q But the hole's still in the back yard?

19 A It's still sitting right there.

20 Q Okay. So if we look at the property today there's a
21 slab where a dog kennel used to be.

22 A Uh-huh (affirmative).

23 Q There's a place where a building used to be, the
24 agricultural shed.

25 A No, you can't even tell where the building used to be.

1 Q What about the holes where the -- I think she's
2 referring to the poles that were --

3 A Post holes? They --

4 Q Yeah.

5 A -- filled in. You can't find none of them.

6 Q Okay. So other than that, what else can we see on the
7 property? Is that well torn up?

8 A The well was sitting there on a ole raggedy house. We
9 took the house off, the -- the expansion tank on the
10 well, the blue tank just fell off. It was -- ain't
11 nothing but just a one inch PVC pipe that holds it
12 together. It was broke. It fell old. That's where
13 it's still there because we never did build another one
14 back. The power pole that the thing was hooked to was
15 sitting over there about, I guess, 50/60 feet. It
16 hadn't had a meter in it in years. So I don't know how
17 long it's been since the -- the well was ever used. I
18 have no idea.

19 Q Why'd you -- why'd you take the house off?

20 A It was about to fall in. We talked about it and she
21 said, "Tear it down," because it was about to fall in.
22 Everything I done down there I asked her before I done
23 it and she'd always say, "That's yours down there. You
24 do what you want to do."

25 Q Okay. So, if you're alleging that -- you're correcting

1 Mr. Banks, you're saying it's \$21,000 for clearing the
2 space for the dog kennel where the slab was left, and
3 you said five and a half years, but then you corrected
4 me and say, "We still cutting it. It's nine years."
5 Cutting grass. And you don't have any documentation to
6 substantiate that.

7 A Except the people I've had to get them to come show --
8 tell you what they do.

9 Q Right.

10 A I mean, we do it every two weeks.

11 Q But you knew the trial was today.

12 A Yeah, I did.

13 Q Right. I think we've rescheduled a couple of times,
14 but --

15 A Yeah.

16 Q -- we had to go today because we had done rescheduled
17 so much.

18 A That's it. Get it over with.

19 Q But you -- you didn't bring those people to Court. And
20 as far as Jack Bradley is concerned it was more or less
21 a gratuity, a gift to you, him come out there and work
22 for you.

23 A Me and him farm together. That's it.

24 Q All right. So, as far as building it we only have your
25 labor that you put in.

- 1 A Uh-huh (affirmative).
- 2 Q All right. And as far as the building itself it was
- 3 for your benefit during that time, and you still have
- 4 that farm equipment?
- 5 A No.
- 6 Q Okay. You don't farm anymore?
- 7 A No, he got out of medical school. We sold all of it.
- 8 Q Okay. So, all of that is gone?
- 9 A All of it's gone.
- 10 Q Okay. But during that time it was a good benefit to
- 11 put your property under that shed instead of the rain
- 12 falling on it?
- 13 A Benefit like it would be anybody else that would put
- 14 their stuff under the shed, I reckon.
- 15 Q Yeah, I understand. Okay.
- 16 MR. WALTERS: I have no further questions.
- 17 THE COURT: Cross, Mr. Jackson?
- 18 CROSS-EXAMINATION OF MICHAEL OUTLAW BY MR. JACKSON
- 19 Q Mr. Outlaw, as far as the grass cutting is concerned,
- 20 why we might not have anybody here you -- you paid
- 21 those people, is that correct?
- 22 A Yes, sir.
- 23 Q How much did you pay them to cut Ms. Riley's yard?
- 24 A Her part was \$100. It was a month, I believe it was.
- 25 Q A \$100 a month.

1 A Yeah.

2 Q All right. And how long did you cut her yard?

3 A Jay, I hadn't got the dates in front of me, but I'm
4 guessing three and a half years/four --

5 Q Okay.

6 A -- something like that.

7 Q And that was up until this dispute started; is that
8 correct?

9 A Yes.

10 Q And that was part of the original deal.

11 A Yes.

12 Q Is that correct?

13 A Yes.

14 Q And tell the Court what the original deal was that you
15 had at the time, you know; again, I know it wasn't in
16 writing, but it was verbal between you and Ms. Riley,
17 but what was our understanding of the agreement?

18 A My father called me one day. I can't tell you when it
19 was or what date, and he said, "I need to talk with you
20 a little bit. Me and Bonnie wants to talk to you." I
21 was walking down, so they walked down. They'd come
22 down on the side of the land there and me and my son
23 Matthew was out there. We went over to talk to them.
24 Said, "I got a deal, a proposition I want to give you."
25 I said, "Okay."

1 She said, "I am getting old and I can't cut this
2 grass." And she couldn't, you know, she could not.
3 And then she said, "I just need some help." She said,
4 "I'm going to give you this acre of land right here."

5 I said, "Well, what all you want?"

6 She said, "Get my grass cut every couple weeks or
7 whatever I need," and we did. We done anything she
8 ever asked us.

9 And, I said, "Where do you want to cut this thing
10 off at?"

11 And she says, "Three or four oak trees in a
12 straight line." And she said, "Cut them off right on
13 the down side of these oak trees."

14 So we called Edisto Surveyors. Had them come and
15 surveyed it right where said cut it across that. So
16 that's -- whether it's acre or an 1.19, I don't know,
17 but we cut across where she said back to the property
18 line.

19 Q All right. So the plat that's in evidence, wherever it
20 is, the Parcel C --

21 THE COURT REPORTER: I don't think we marked it.

22 MR. WALTERS: We didn't.

23 [Sotto Voce discussions regarding plat marking.]

24 [Whereupon, Plaintiff's Exhibit No. 3 is marked
25 for identification.]

1 Q Mr. Outlaw, look at Plaintiff's Exhibit 3, that plat.

2 Who had that plat prepared?

3 A I think that was Edisto Surveyors done that, I believe.

4 Yeah, right there.

5 Q Yeah.

6 A Yeah.

7 Q And who was it for?

8 A That was for me.

9 Q All right.

10 A That's where had the --

11 Q Who paid for that plat?

12 A I paid for it.

13 Q Okay. Do you know how much you paid for it?

14 A It was around 450/425, something like that to have it
15 done.

16 Q Okay. Now, who owns Parcels A and B?

17 A At the time this was drawed out, my father owned both
18 of these. But as of, what, eight/ten months ago, I own
19 all of it.

20 Q Okay. Your father's conveyed it to you?

21 A Yes.

22 Q Now your father's name's come up a little bit. Let's
23 tell it to the Judge. Is there a relationship between
24 your father and Ms. Riley?

25 A Has been, yes.

1 Q Okay. And they -- they have had a relationship for a
2 period of time; is that correct?

3 A Yes, sir.

4 Q Okay. All right. And so sometimes he's involved in
5 some communications with you and her?

6 A He's in the middle of it, unfortunately, yeah.

7 Q Okay. Now, so this plat was done according to the date
8 on the plat --

9 A 2009, August the 17th.

10 Q When that's when it was filed with the county.

11 A Okay. I don't know when it was done then.

12 Q Provided is December 17th, 2008.

13 A Yeah.

14 Q Is that correct?

15 A Yes, sir.

16 Q Okay. And that's when they added Parcel C is what it
17 says; is that correct?

18 A Uh-huh (affirmative).

19 Q All right. Is that sometime after you made this
20 arrangement?

21 A Yes.

22 Q Okay.

23 A I think we made the arrangement sometime around October
24 2007, something like that, I think.

25 Q Okay. All right.

1 A Like I say, without the dates, you know, it's so far
2 back.

3 Q All right. Now, let's come back around to the grass a
4 moment again. You take -- you said it was roughly \$100
5 a month you paid to have Ms. Riley's yard mowed?

6 A Uh-huh (affirmative).

7 Q And her -- her -- on this plat, her yard is listed over
8 here at Bonnie Riley?

9 A Up here, yeah.

10 Q Is that correct?

11 A Uh-huh (affirmative).

12 Q Now, did you pay another cost to have Parcel C mowed?

13 A Yes.

14 Q Okay.

15 A Another \$100 on that.

16 Q So --

17 A And still paying it.

18 Q All right, so -- so between Ms. Riley's yard and Parcel
19 C is \$200 a month; is that correct?

20 A Uh-huh (affirmative).

21 Q And you're paying somebody to do that?

22 A Yes, sir.

23 Q And you've paid it -- that since 2007 at least as far
24 as Parcel C is concerned?

25 A Uh-huh (affirmative).

1 Q So when Mr. Walters talked to you about eight and a
2 half years, that's as to Parcel C; is that correct?
3 A Right, right, right.
4 Q As to Ms. Riley, you think it was three and a half --
5 A Three/three and a half, something like that. If we go
6 back and look at cancelled checks --
7 Q Okay.
8 A -- to tell you exactly what that was.
9 Q Well, let me ask you this: This lawsuit started in
10 2013. This lawsuit start -- were you -- were you
11 mowing her grass up until when this lawsuit started?
12 A Up until this started because me and her, she called me
13 like on a Monday and it was sometime in either February
14 or first of March -- January/February/first of March
15 when she said she wasn't going to go through with the
16 deal.
17 Q And that was 2013; is that correct?
18 A I think so.
19 Q And the deal started you said in October of 2007; is
20 that correct?
21 A I think -- I think that's correct.
22 Q So between October of 2007 and January of 2013 had you
23 mowed her grass every month?
24 A Done everything she ever asked us to do.
25 Q And you were paying \$100 a month for hers and another

1 \$100 a month for Parcel C that --

2 A Right.

3 Q -- you're still paying; is that correct?

4 A Yeah. Yeah.

5 Q Now, you spent six days removing stumps and that didn't
6 really cost you anything, but your time; is that
7 correct?

8 A Time, diesel, fuel and equipment.

9 Q Okay. Were you keeping any of these records?

10 A No.

11 Q And why not?

12 A Didn't think I needed to.

13 Q Okay. Because you were supposed to get Parcel C and
14 she -- you -- you were supposed to pay all these
15 expenses; is that correct?

16 A That's it --

17 Q So were you -- was there any reason for you to keep all
18 these records?

19 A No, sir, none that I know of.

20 Q Okay. And you agreed to kind of do whatever she asked
21 you to do; is that correct?

22 A We did. We did.

23 Q And did you do that?

24 A I did what I thought was right and she called every
25 time they cut grass, every time they cut grass, "You

1 need to come here and talk to these people." But they
2 was cutting mine and my dad's. I had no complaints and
3 neither did my dad, and I tell her, I said, "Bonnie, go
4 out there and tell them what you want. I can't tell
5 them what you want in your yard."

6 Q Okay.

7 A And that's the way I always left it.

8 Q Uh-huh (affirmative). Okay. But she complained; is
9 that correct?

10 A Just about every time somebody cut it.

11 Q Did she ever prior to this dispute starting in 2013
12 tell you the deal is off?

13 A No.

14 Q Okay.

15 A No.

16 Q Even when she complained about it the way they mowed
17 the grass --

18 A She never --

19 Q -- did she said the deal --

20 A -- mentioned that.

21 Q -- was off?

22 A No, sir.

23 Q Okay. Did she ever reimburse you for any of these
24 grass mowings or tree cuttings or stump removal or any
25 of that kind of stuff?

1 A No because I never asked her to.

2 Q Okay. You poured some concrete under her carport; is
3 that correct?

4 A Yeah.

5 Q And she paid for the concrete; is that correct?

6 A Yeah.

7 Q Did she pay you for your time?

8 A No, didn't ask her to.

9 Q Or anybody else's time for doing that?

10 A No.

11 Q And y'all did that work again as part of this
12 arrangement; is that correct?

13 A Part of the arrangement for Parcel C.

14 Q Okay. And what -- why were you doing all this work and
15 not charging her anything for it?

16 A Well, we made the deal because I been knowing her since
17 I was a teenager in the family, my dad's family. And I
18 just -- I ain't never -- she ain't never asked us for
19 nothing that we didn't do. Never.

20 Q Okay. Now, were you counting on getting Parcel C?

21 A Well, she always told me it was mine.

22 Q Okay.

23 A From the day we made the deal.

24 Q And was it your understanding you could use Parcel C
25 during this timeframe?

- 1 A Yes.
- 2 Q Okay. Did she ever tell you you couldn't dig a hole or
3 -- or -- or clean it up or do any of that kind of
4 thing?
- 5 A She only raised cane about the hole after all this got
6 started.
- 7 Q All right. Did you -- did you take trees down for --
8 at Ms. Riley's request over this time period?
- 9 A Over a period of a year we cut trees and limbs,
10 whatever, dug up a couple stumps, what have you.
- 11 Q Okay.
- 12 A I didn't document none of it. I didn't think I had to.
13 I was doing what she asked us to do.
- 14 Q Okay. Has your wife gone back and tried to put some
15 figures together for some of this that she can testify
16 about?
- 17 A Yeah, she got some figures. Yeah.
- 18 Q Okay. But definitely \$100 a month for the grass
19 mowing; is that correct?
- 20 A Yeah.
- 21 Q For both her yard and for Parcel C?
- 22 A Parcel C.
- 23 Q Okay.
- 24 A Right.
- 25 Q Now, there was some -- I think some confusion about

1 what was -- to me she refers to some things done on her
2 property, which I think were done on Parcel C. The dog
3 pen, where was it dug?

4 A Sitting about third of the way down Parcel C.

5 Q Okay. The pole barn was on Parcel C; is that correct?

6 A Yeah, about three-quarters of the way down, yes, sir.

7 Q None of these things were put in her yard on where she
8 lives?

9 A Nothing above the oak trees, no.

10 Q Okay. All right. And, where that line is on that plat
11 is where these oak trees were --

12 A The oak trees were above this line right here, yeah.

13 Q Okay. And that's where you understood she wanted the
14 line?

15 A That's where she said put the line on the down side of
16 them oak trees.

17 Q And it's a little bit more than an acre. Is that
18 right?

19 A Yeah, it's 1.19.

20 Q All right. Did you clean limbs for Ms. Out -- for Ms.
21 Riley?

22 A At times. I mean we cut the limbs down, we'd move
23 them. We take them. I mean --

24 Q And when you -- when you say you put the limbs, and
25 they're out there, where are they?

1 A They go to the back of this property, right back here,
2 Parcel C or either to side right here.
3 Q Okay. So they're not left on her house or --
4 A No, everything left her yard.
5 Q Okay.
6 A Every time.
7 Q Okay. So all these things that you've done have been
8 on Parcel C and not any -- and whatever you done on her
9 yard was only at her request; is that correct?
10 A That's it. Yeah.
11 Q Do you feel like you've done enough to earn title to
12 Parcel C based on the agreement that you had?
13 A Well, the land value, we done more in cutting the grass
14 than the land was worth because it's land locked.
15 There's no way you can get to the land other than going
16 across her land or mine, or either her son's. So, you
17 know, we've had more in the price of cutting the grass
18 an acre.
19 Q What do you think that acre plus is worth?
20 A On the market value?
21 Q Yeah.
22 A I have no idea. I'm not in the real estate business,
23 so I could not tell you.
24 Q But it's a 1.2 acres roughly in Calhoun County, that
25 you can't get to it without going through somebody

1 else's piece of property; is that right?

2 A That's right.

3 Q And you feel like that you've spent over \$20,000?

4 A Between the cleaning of it, building sheds, taking
5 down, digging up stumps, cutting grass, yeah.

6 Q So, that includes the pole building that you put up and
7 took down?

8 A Yeah.

9 Q Why'd you take it down?

10 A We had talked and I said, "We going to take it down,"
11 because my plans were to put it there until we got
12 through farming. Because the farming deal was just to
13 get him through medical school. Once he got through,
14 we going to tear it down and build a bigger shed there,
15 a Hoover type building.

16 Q All right. So that was part of your plan was to take
17 it down?

18 A That was part of my plan.

19 Q Yeah. All right. And you would agree that she didn't
20 get much benefit out of that, but that you did; is that
21 correct?

22 A She didn't get any out of what went on there. None at
23 all except the dirt out that hole went in her carport.

24 Q Okay. And if you hadn't had this deal would she have
25 then benefited from Parcel C at all?

1 A No.

2 Q I mean, is it any benefit to her?

3 A I wouldn't think other than her owning it. I mean,
4 it'd just be growed up because she couldn't clean it up
5 or nothing.

6 Q There was nothing on it when you took over?

7 A There was a septic tank and a well.

8 Q Were either one of them working?

9 A Septic tank worked. Now the well wasn't -- didn't have
10 no -- no electricity to the power pole.

11 Q All right. You say the tank worked. Was anybody using
12 the septic tank?

13 A No.

14 Q So it really wasn't working?

15 A Well, it wasn't hooked or nothing.

16 Q It might've could've been hooked up and it might've
17 could worked, but it wasn't.

18 A We had to dig -- we had to dig around and find a pipe
19 that it went to.

20 Q Nobody was using it?

21 A No, sir.

22 Q Nobody's lived on that property for a long time; is
23 that right?

24 A I -- not to my knowledge. I mean, Charlie B. Craft I
25 think put the septic tank and the well in 30 years ago.

1 Q Okay. And you're asking for an order from the Court
2 requiring Ms. Riley to convey Parcel C to you or to
3 give you a judgment for \$21,000; is that correct?

4 A That's correct.

5 Q For the -- for the money you spent on. And --

6 THE COURT: What was the first alternative, Mr.
7 Jackson?

8 MR. JACKSON: The title to Parcel C.

9 THE COURT: Okay.

10 Q Or -- you had an oral contract; is that correct?

11 A Yes, sir.

12 Q And have you performed your part of the bargain as far
13 as you're concerned?

14 A As far as I'm concerned, I did.

15 Q Okay.

16 A It -- it worked for me and my dad and everybody right
17 there, so...

18 Q And -- and you -- when did you first learn that she was
19 reneging on the deal or had changed her mind?

20 A I don't -- there again, I don't know the dates, but I
21 was out of town and I called her on either a Wednesday
22 or either a Thursday and told her, I said, "Bonnie,
23 when I get home Monday, let's go to the bank and get
24 this stuff signed and be done."

25 She said, "That'll be fine." And then she said

1 before I hung up, she said, "Can you do me a favor?
2 Can you send Yandol up here with the front end loader
3 to move this flower box?"

4 I said, "I can." So I hung up. I called him. He
5 went up there and done it. I never heard another word
6 until Monday morning. She called, told me, "I ain't
7 doing it. He tore my land up. He tore the stuff up
8 where he put the out rooters on there now." Which is -
9 - when you set a 20-ton unit up there it's going to
10 tear up something.

11 Q So is that -- is that the dirt that she was talking
12 about earlier?

13 A No -- well, yes, it was. She wanted to pick it up
14 because I wasn't there. I didn't see it.

15 Q Okay.

16 A And she picked -- picked it up and they moved it.
17 That's the same day he cut the wire on the freezer she
18 said.

19 Q Okay.

20 A But I never heard about that until this thing go into
21 litigation. But --

22 Q And that was -- and she called you Monday morning and
23 told you she wasn't going to --

24 A Right.

25 Q -- convey the property?

1 A Right.

2 Q Was this after she had been to Mr. Banks' office the
3 first time to sign the deed?

4 A Yeah. Uh-huh (affirmative).

5 Q Okay. And, after she told you she wasn't going to do
6 it, did y'all go back fairly quickly to see Mr. Banks
7 and --

8 A Probably the following morning. I went the following
9 morning --

10 Q Okay.

11 A -- to sit down with Martin.

12 Q Okay. All right. Thank you, Mr. Outlaw.

13 MR. JACKSON: That's all I have.

14 THE COURT: Anything else?

15 REDIRECT-EXAMINATION OF MICHAEL OUTLAW BY MR. WALTERS

16 Q Mr. Outlaw, you refer to -- you didn't bring any
17 cancelled checks with regards to the grass that was
18 cut. Y'all would pay in check?

19 A Not always. Most of the time.

20 Q All right. Do you have one check to present before the
21 Court?

22 A No, sir, I do not. Didn't bring nothing.

23 Q Knew the trial was today and you knew that cutting the
24 grass --

25 A No.

1 Q -- would be in dispute but you have nothing to present
2 before the Court?

3 A No, sir.

4 Q You're alleging that this \$21,000 is owed and grass is
5 -- the numbers going back and forth -- five and a half,
6 nine years, and you don't have one check to present
7 with regards to that grass being cut?

8 A Not a one today.

9 Q And you didn't bring one witness to testify that they
10 were being paid to cut that grass?

11 A No.

12 MR. WALTERS: Your Honor, I have no further
13 questions.

14 THE COURT: Okay. Next witness? You got
15 something else?

16 MR. JACKSON: No, I -- I'm -- yeah, I'm thinking
17 he's not a witness. I'm sorry. He's yours.

18 MR. WALTERS: Your Honor, we have --

19 MR. JACKSON: It's my client. He ought to be my
20 witness, so...

21 THE COURT: That first witness was called.

22 MR. JACKSON: I understand.

23 MR. WALTERS: Your Honor, I have no further
24 witnesses. I just reserve the right to pull a rebuttal
25 with regards to Ms. Riley.

1 THE COURT: All right, Mr. Jackson, do you have
2 any other witnesses besides the witness you just
3 finished questioning. It was his called witness.

4 MR. JACKSON: I'm going to call Ms. Brandy Outlaw.

5 THE COURT: Okay.

6 (Brandy Outlaw, having been first duly sworn,
7 testifies as follows:)

8 THE COURT: Your name's Brandy?

9 THE WITNESS: Yes.

10 THE COURT: Okay.

11 DIRECT EXAMINATION OF MRS. OUTLAW BY MR. JACKSON

12 Q And again, for the Court Reporter, you're Brandy
13 Outlaw; is that correct?

14 A I'm Brandy Outlaw.

15 Q And you're married to Michael Outlaw who just
16 testified; is that correct?

17 A That's correct.

18 Q And, are you familiar with this entire situation, Ms.
19 Outlaw?

20 A Yes.

21 Q Okay. Were you able to put together -- and again, I
22 know y'all didn't keep records at the time this was
23 going on -- were you able to go back and put together
24 some figures as to what value of these things were that
25 were done?

1 A Yes, I -- we tried to put together a few figures. It
2 was very quick. We went to see Martin Banks within --
3 it was either that afternoon or the next morning and so
4 we just threw some numbers together really fast. We
5 did not have receipts or anything like that to show
6 him. It was just off the top of our head.

7 Q Okay. Well, can you confirm that y'all were paying
8 \$100 a month for her --

9 A Yes.

10 Q -- grass?

11 A Yes.

12 Q And the \$100 a month for Parcel C?

13 A Yes.

14 Q And -- and -- and who was paying those bills?

15 A I was.

16 Q Okay. You were writing the checks?

17 A I wrote the checks. I never paid in cash. I wrote --

18 Q Okay.

19 A -- every single check.

20 Q Okay. And even though you don't have any of those
21 checks today you can verify that the checks were
22 written and prices paid?

23 A That's what I'm here to do is testify.

24 Q Okay. And, Ms. Riley acknowledges the grass was being
25 mowed. No -- you know, nobody was doing that for free,

1 correct?

2 A No, they were not doing that for free, and if had not
3 been mowed she would've cancelled our agreement a long
4 time ago.

5 Q Okay. All right, what other costs or figures can you
6 put together for the benefit of the Judge? Can you --

7 A We paid \$456 to Edisto Surveyors to have this thing
8 surveyed. We paid for that.

9 Q Four hundred and fifty-six dollars.

10 A Uh-huh (affirmative). I mean --

11 Q For the -- for this survey that's been marked into
12 evidence; is that correct?

13 A Right. Uh-huh (affirmative).

14 Q Okay. That added Parcel C. Because you -- y'all have
15 already had Parcel A and B, and this just added Parcel
16 C; is that correct?

17 A Correct. Correct.

18 Q Okay. All right, what other costs did -- that you know
19 of that she -- that you'd paid?

20 A Oh, well, the employee that we keep talking about,
21 Yandol, doing stuff for her, he was our employee. He -
22 - we -- he didn't do it as a favor to us. We paid him
23 to do it. There was always, you know, something for
24 him to do. He -- there were numerous things he did
25 that were never even mentioned for her that he wrote

1 down for me. Let me find that --

2 Q All right, let's not get into all that.

3 A Okay.

4 Q Because we're not going to get -- okay, he -- he was an

5 employee of Michael Outlaw, correct?

6 A Uh-huh (affirmative).

7 Q And y'all paid him every week?

8 A Uh-huh (affirmative).

9 Q And he did a lot of different kind of things for you?

10 A Uh-huh (affirmative). Uh-huh (affirmative).

11 Q Including doing things for Ms. Riley; is that correct?

12 A Right, if she needed something done, yes.

13 Q Okay. But you didn't allocate his time, you know, just

14 Ms. Riley versus other things --

15 A Right. No.

16 Q -- because that wasn't necessary --

17 A No.

18 Q -- as part of this deal; is that correct?

19 A No.

20 Q Were there other employees of Michael Outlaw that did

21 work over there?

22 A There may have been one or two, but it's -- on a

23 regular basis he was most of the time the one who did

24 it.

25 Q Okay. And then Matthew over there?

1 A He did.

2 Q And Matthew is Michael's son; is that correct?

3 A That's correct.

4 Q And he did some work over there?

5 A He did.

6 Q And who paid Matthew when he did work over there?

7 A No one.

8 Q So he just did it to help his father out; is that
9 correct?

10 A Right. Right.

11 Q Now, in terms of the pole building?

12 A Uh-huh (affirmative).

13 Q Do you know what it costs to put the pole building up?

14 A The only invoice that I have was for the metal that we
15 bought to put on --

16 Q Okay.

17 A -- on top of it. The rest of it, you know, the wood
18 was bought. I -- like I said, we'd just gather it
19 together really quick. That was back in 2013. And, I
20 do not have an invoice for that. Whatever how much
21 wood they would take and put up a six bay bin -- I mean
22 a six bay pole building.

23 Q I understand. Did you -- were you able to put a figure
24 that you felt was reasonable?

25 A Eight thousand dollars.

1 Q Okay. Was that to put it up and take it down?

2 A That's to put it up.

3 Q Okay. That was to put it up. And --

4 A To take it down would just be the labor that it took.

5 Q Okay. And, that includes the metal that we had to --
6 we did have an invoice for. Do you have that with you?

7 MR. WALTERS: Yeah.

8 Q And is this the invoice for the metal on top of that
9 building?

10 MR. WALTERS: Uh-huh (affirmative).

11 A Yes, it is.

12 Q Okay. And how much is this -- was the metal? Five
13 thousand one hundred thirty-six dollars; is that
14 correct?

15 A Uh-huh (affirmative).

16 MR. JACKSON: Your Honor, I'm going to offer this
17 invoice here.

18 THE COURT: Objection, Mr. Walters?

19 MR. WALTERS: No objection.

20 THE COURT: Okay. So admitted. Number?

21 THE COURT REPORTER: Five.

22 THE COURT: All right, Defendant's No. 5 then?

23 THE COURT REPORTER: Defendant's, yeah.

24 THE COURT: Okay.

25 [Whereupon, Defendant's Exhibit No. 5 is marked

1 for identification.]

2 Q But admittedly, the pole building was for our benefit,
3 not for Ms. Riley; is that correct?

4 A Right.

5 Q But it was put on Parcel C?

6 A Right.

7 Q And it's not there now?

8 A No.

9 Q Okay. And there's no evidence it was ever there now;
10 is that correct?

11 A No.

12 Q All right. And, there was a dog pen put up?

13 A Uh-huh (affirmative).

14 Q And that was taken -- since taken down, but the
15 concrete's still there; is that correct?

16 A Right.

17 Q And you've seen this lot; is that correct?

18 A Uh-huh (affirmative).

19 Q Do you feel like it's in better shape now than what it
20 was when y'all started it or --

21 A I did --

22 Q -- or worse or about the same?

23 A Better. Before it hadn't been cut in I don't know
24 when. There was -- they're very, very tall brush,
25 weeds, growing, trees fall -- that have fallen, lay

1 down, all the way to the ground or halfway. Big trees
2 on there. It just it had not any care in awhile.

3 MR. JACKSON: Can I see the pictures that were
4 previously marked?

5 THE COURT REPORTER: They're up there.

6 Q I probably should've showed these to Michael. Is that
7 -- is that top photograph there, is that -- is that
8 part of Parcel C; can you tell?

9 A It is.

10 Q And it's cleaned off; is that correct?

11 A It is.

12 Q Is that grass growing on it?

13 A Uh-huh (affirmative).

14 Q Looks neat and clean, doesn't it?

15 A Uh-huh (affirmative). Uh-huh (affirmative).

16 Q Okay. Now is there some wooded parts there?

17 A There are very few trees on there. I couldn't tell you
18 how many, but they're very -- they're along the edges
19 of it and a couple in the middle, and that's all.

20 Q Is this some of the trees?

21 A These -- these trees here are on her son's land.

22 Q Okay.

23 A There.

24 Q Okay. So those aren't on Parcel --

25 A That's not on our land.

1 Q -- C?

2 A Right.

3 Q Okay. All right. Can you tell whether that's on
4 Parcel C?

5 A Yes.

6 Q And there's a -- looks like a barrel there or
7 something, or at the top -- what's on the top? Is that
8 Parcel C?

9 A I'm not sure what that is.

10 Q Okay.

11 A I --

12 Q The bottom one is Parcel C?

13 A Yes, this is what it looks like without this pen here
14 and this equipment and this. It's just a field of
15 grass except it's cut like a yard.

16 Q All right. You said there's a pen there. Is it still
17 there?

18 A This marker here?

19 Q Well, you said something about a pen?

20 A This dog pen.

21 Q Okay. Is it gone?

22 A It's gone.

23 Q All right.

24 A It's just a flat concrete slab there.

25 Q All right, what else is gone over there?

1 A There's a piece of farm equipment right here and a
2 building right here and all that's gone.

3 Q Okay.

4 [Sotto voce discussions.]

5 Q All right. What other figures do you have there that
6 you can -- you talked about \$8,000 for the pole
7 building. What else have you done on this property?

8 A Well, I had down \$8,000 for the yard, keeping up the
9 yards for that amount of time. If we --

10 Q And that's the \$100 a month for both yards?

11 A Right, and then --

12 Q For her yard and the Parcel C?

13 A Right.

14 Q And you think it's \$8,000?

15 A Right.

16 THE COURT: Let me clarify one thing. When you
17 say \$100 a month, are we talking about \$50 for her yard
18 and \$50 for the lot y'all were cleaning? Or 100 for
19 each?

20 THE WITNESS: One hundred for one lot, one hundred
21 for the other.

22 THE COURT: So it's \$200 a month?

23 THE WITNESS: Right.

24 A Paid \$400 a month and that was for all 12 months;
25 however, there was some months they didn't do anything

1 because it was winter. Then the --

2 Q The \$400 a month was also for your property too?

3 A Correct.

4 Q So you're backing that out?

5 A Right.

6 Q All right. So \$100 a month was her yard.

7 A Right.

8 Q A \$100 a month was Parcel C?

9 A Parcel C.

10 Q And the other \$200 was for y'all's property; is that
11 correct?

12 A Right.

13 Q Okay. And that -- you paid that all 12 months.

14 A Uh-huh (affirmative).

15 Q Is that correct?

16 A Uh-huh (affirmative).

17 Q Even though they may not have mowed every --

18 A They -- they would cut it 27 times a year.

19 Q Okay.

20 A Sometimes that -- it would fall every ten days.

21 Sometimes every two weeks, depending on the rain and
22 the schedule.

23 Q Okay.

24 A And we did use two different groups. The only one that
25 ever gave anything written was the one that I showed

1 you. The other group, it was just a verbal --

2 Q Okay.

3 A -- contract. And I believe those people still cut --
4 they cut our grass still and I believe they cut her
5 grass as well now.

6 Q All right. What other figures do you have?

7 A Shed, the concrete, labor, some of this labor was for,
8 you know, just like clearing that land. If they had
9 not done it, she would've had to of paid somebody to
10 clear it.

11 Q Uh-huh (affirmative). What figure did you put on that?

12 A Forty-eight hundred.

13 Q And that was for the six day --

14 A And --

15 MR. WALTERS: Your Honor, I'm going to object.

16 A -- and the use of the equipment too.

17 THE COURT: Hold on a second. What's the
18 objection?

19 MR. WALTERS: Your Honor, I'm going to object. I
20 think that there's testimony being offered with regards
21 to clearing land and the witness has no documentation
22 nor a knowledge of the expertise to testify as to the
23 value of what it would take to clear that land.

24 THE COURT: And Mr. Jackson, you want to lay some
25 kind of foundation for her testimony.

1 MR. JACKSON: I will.

2 Q Admittedly, your husband and whatever the man's name
3 was did this work for free; is that correct?

4 A Yes.

5 Q Do you have -- do you have -- have you -- have you paid
6 other people or invoiced other people for your
7 husband's work or his employee's work doing this kind
8 of thing before? I mean, do you have -- do you know
9 what the value of --

10 A I do. We had -- we've had -- we've had dirt work done
11 before. And this number that I gave was a number that
12 he and Mr. Bradley came up with.

13 Q Okay. And it's -- and it's based on the kind of work
14 they've done before and charged --

15 A Uh-huh (affirmative).

16 Q -- other people.

17 A Uh-huh (affirmative).

18 Q Is that correct?

19 A Uh-huh (affirmative).

20 Q All right. And for six days worth of work, clearing
21 these kinds of stumps --

22 A Uh-huh (affirmative).

23 Q -- this is what they would -- they would've charged
24 somebody else to have done; is that correct?

25 A Yes, sir, for three big pieces of equipment, yes, sir.

1 Q And that included three pieces of equipment?

2 A Yes, sir.

3 Q Who owned those -- who owned those pieces of equipment?

4 A Jack Bradley and his son.

5 Q Okay.

6 MR. WALTERS: Your Honor, I'm going to renew my
7 objection. The witness's testimony is, is this is what
8 her husband and Mr. Jack Bradley came up with. There
9 was no foundation laid as to the information that she
10 personally has. I believe to testify she has to have
11 personal knowledge or some type of degree or education
12 within that particular area.

13 THE COURT: I thought she's testified that they
14 had had work done previously by other contractors and
15 that she was allotting what other contractors charged
16 to the quantum merit issue of what her husband was
17 doing.

18 THE WALTERS: And -- but I should be allowed to
19 voir dire a witness with regards to that information.
20 She said there was dirt work that was done.

21 THE COURT: Okay. You want to voir dire the
22 witness? You have any objection to that, Mr. Jackson?

23 MR. JACKSON: No.

24 THE COURT: Okay. Go ahead.

25 VOIR DIRE EXAMINATION OF MRS. OUTLAW BY MR. WALTERS

1 Q All right, what other work has been performed where you
2 have any type of receipt or documentation that
3 substantiated the cost?

4 A On this -- on this parcel?

5 Q Well, with regards to --

6 A I don't have any other receipts.

7 Q Well, let me put my question this way. You testified
8 there'd been previous work that y'all had had done
9 before --

10 A Uh-huh (affirmative).

11 Q -- with regards to dirt.

12 A Uh-huh (affirmative).

13 Q And I'm using your words. Do you have any
14 documentation as to the circumference of land
15 measurements, the meats and bounds and what the costs
16 was?

17 A We have recently had work done.

18 Q Uh-huh (affirmative).

19 A And in the past we have had work done. We have used a
20 -- the same company did all of it. And their prices
21 and this amount of land was about the same size land
22 and equipment -- we're -- all but one of equipment they
23 used on our land. So that's -- that's how I come to
24 that conclusion.

25 Q Okay. So one other time you experienced this; is that

1 right?

2 A Yes.

3 Q But in this particular case you threw your value or the
4 price for this one, what your husband discussed with
5 Mr. Bradley?

6 A Correct.

7 Q Okay.

8 MR. WALTERS: I have no further questions, Your
9 Honor

10 MR. JACKSON: Your Honor, I'd ask that --

11 REDIRECT EXAMINATION OF MRS. OUTLAW BY MR. JACKSON

12 Q We'll, what -- you put \$4,800 on it based on all this
13 information?

14 A Right. Uh-huh (affirmative).

15 Q And again, admittedly, there's some guess work
16 involved. Is that correct?

17 A Right.

18 Q And --

19 A Right.

20 Q -- and -- because it really didn't cost anything except
21 Mr. Bradley's time and Mr. Outlaw's time; is that
22 correct?

23 A Right.

24 Q And, whatever costs to run all that equipment?

25 A Right.

1 Q What other figures do you have there?

2 A Oh, the labor for putting the concrete down and that's
3 all. That's all.

4 Q All right. And how much was that?

5 A Well, I just -- I just -- if they had had to hire
6 someone to do it it was \$500.

7 Q Okay.

8 A That's all.

9 Q And that was the concrete for under her carport; is
10 that correct?

11 A Uh-huh (affirmative). Uh-huh (affirmative).

12 Q Okay. Thank you, Ms. Outlaw.

13 MR. JACKSON: That's all I have for this witness.

14 THE COURT: Okay. Anything else?

15 CROSS-EXAMINATION OF MRS. OUTLAW BY MR. WALTERS

16 Q Ms. Outlaw, as of today's date, if we sat down and
17 said, "What improvements do we have on the property?"
18 The dog kennel is gone; is that correct?

19 A Correct.

20 Q All right. So we have the slab that's on the property?

21 A Right.

22 Q As far as the building is concerned, the building has
23 been removed?

24 A Correct.

25 Q And I believe the building was put there in order to

1 house your agricultural equipment. And your husband
2 indicated you went to that particular part of the
3 business because your son was completing medical
4 school?

5 A Correct.

6 Q And he's completed medical school?

7 A Correct.

8 Q All right. So that building's no longer there?

9 A Correct.

10 Q All right. And as far as the gentleman -- I hope I
11 pronounce the name correctly -- Yandol?

12 A Uh-huh (affirmative).

13 Q All right. You stated that he would sometimes do work
14 for Ms. Riley?

15 A Uh-huh (affirmative).

16 Q Do you have any documentation on what you paid Randal
17 [sic] per hour or anything --

18 A I don't have any of that with me, no. But he made \$11
19 an hour.

20 Q Okay. And you stated that you paid everything with
21 check with regards to cutting the grass. Do you have
22 one check to present before the Court?

23 A Not during that time period, I do not.

24 Q You say there was almost eight or night years, you
25 don't have one check?

1 A Not on me, I don't. But I have them.

2 Q All right. But y'all knew the trial was today?

3 A [No verbal response.]

4 Q All right. Other than that, other than the grass
5 issue, which we have gone over and over, the dog kennel
6 not being there, the building not being there, if you
7 look at the property now, you're saying that the
8 clearing of the property, it -- it's still cleared.

9 A It is very clear, yes.

10 Q Okay. All right.

11 MR. WALTERS: I have no further questions.

12 MR. JACKSON: I don't have anything further.

13 THE COURT: Okay, your next witness.

14 MR. JACKSON: I call Matthew Outlaw.

15 (MATTHEW OUTLAW, having been first duly sworn,
16 testifies as follows:)

17 DIRECT EXAMINATION OF MATTHEW OUTLAW BY MR. JACKSON

18 Q All right, you're Matthew Outlaw; is that correct?

19 A Yes.

20 Q This is your dad?

21 A Yes.

22 Q And your stepmother; is that correct?

23 A Yes.

24 Q And you went to medical school apparently; is that
25 correct?

1 A Yes.

2 Q And what are you doing now, Mr. Outlaw?

3 A Respiratory Therapist.

4 Q And where are you?

5 A Orangeburg Hospital.

6 Q Okay. And again, I'm calling you just because it's my
7 understanding you were present when your dad talked to
8 Ms. Riley about this arrangement; is that correct?

9 A Yes.

10 Q And I think both sides kind of agree on what was said,
11 but tell the Court what was said at that time about
12 what the agreement was?

13 A Well, I didn't actually hear the phone call but my
14 grandfather called my father. My dad said, "Let's go,
15 Haley. Have something they want to talk to us about."
16 And I accompanied my dad, walked over to the wood line,
17 and Ms. Bonnie and my Papaw come down and she said that
18 she couldn't -- she couldn't take care of the land no
19 more and that she would give my father the left -- the
20 land from those oak trees down if she -- if he would
21 take care of her land -- land for her. And that was --
22 that was the agreement pretty much in a nutshell.

23 Q Okay. Okay. And you heard it; is that correct?

24 A I heard it.

25 Q Okay.

1 MR. JACKSON: Thank you. That's all I have, Mr.
2 Outlaw.

3 MR. WALTERS: I have no questions.

4 THE COURT: Anymore witnesses?

5 MR. JACKSON: That's all we have.

6 THE COURT: Reply testimony?

7 MR. WALTERS: I call Ms. Riley.

8 THE COURT: All right, Ms. Riley --

9 MR. WALTERS: MS. RILEY -

10 THE COURT: -- you're still under oath now, okay?

11 REPLY EXAMINATION OF MS. RILEY BY MR. WALTERS

12 Q Ms. Riley, as far as the trees that were removed in
13 this particular case, did you receive any compensation
14 or anything for the trees that were --

15 A No, I did not.

16 Q Okay. And, do you believe that Mr. Outlaw fulfilled
17 his obligations under your agreement?

18 A No, I did not.

19 Q Okay. Now, you were eluded to the grass being cut.
20 When you complained about it, did he ever switch the
21 companies or did he ever bring somebody new in?

22 A No, he said -- he asked me -- he said, "Can you hold
23 off awhile until I can get somebody else," is what he
24 said.

25 Q All right. And as far as the yard being torn up did he

1 ever come in and fix it?

2 A No.

3 Q Do you believe these people should've been paid
4 whatever amount every month if they were tearing up
5 your yard?

6 A No.

7 Q Okay.

8 A Most definitely not.

9 Q Are you asking this Court to declare this agreement
10 null and void and move on with your life --

11 A Yes, I am.

12 Q -- and this property?

13 A I sure is.

14 Q All right.

15 MR. WALTERS: Your Honor, I have no further
16 questions.

17 MR. JACKSON: I don't have any questions.

18 THE COURT: Okay. That's your only reply witness?

19 MR. WALTERS: Yes, Your Honor.

20 THE COURT: All right. Well, that concludes
21 testimony then. Anything else you guys want on the
22 record?

23 MR. JACKSON: Your Honor, I don't think so. I
24 don't -- again, do you want -- do you want us to maybe
25 submit some proposed orders or -- tell us --

1 THE COURT: Well, we can go off the record. And
2 why I don't just let the other folks leave and I'll
3 talk with your attorneys here.

4 (WHEREUPON, AT 12:29 P.M., THE PROCEEDING OF THE
5 ABOVE-ENTITLED MATTER WAS CONCLUDED.)

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8 speaker.)

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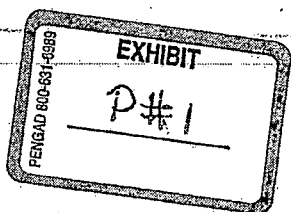
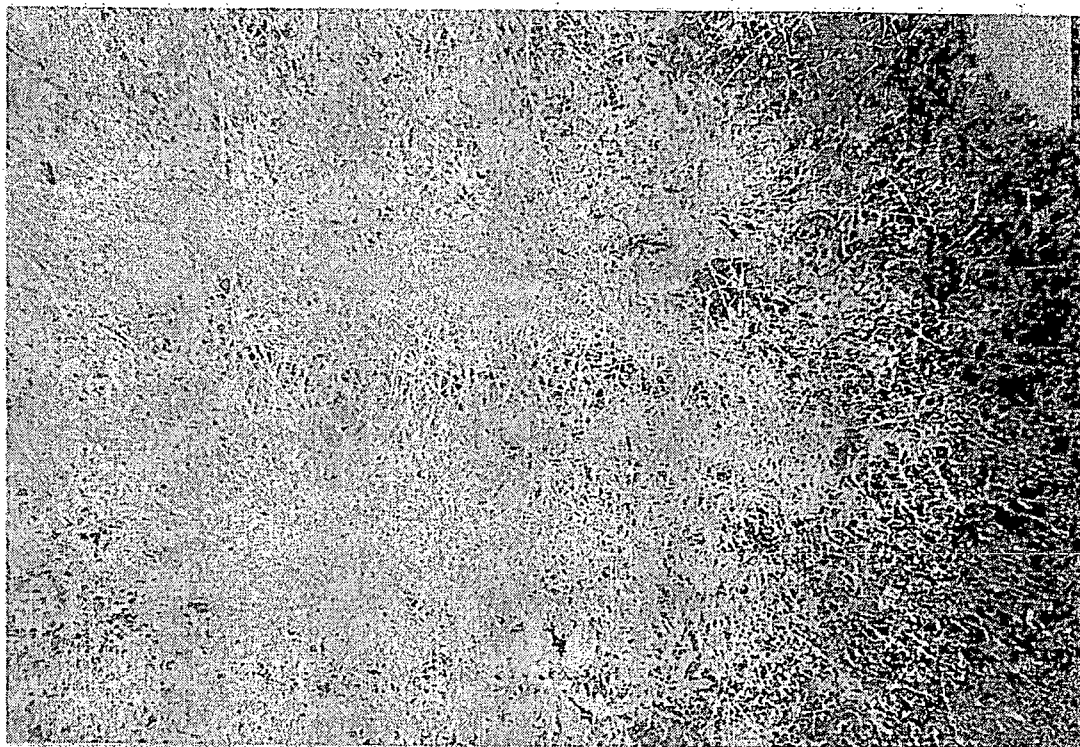
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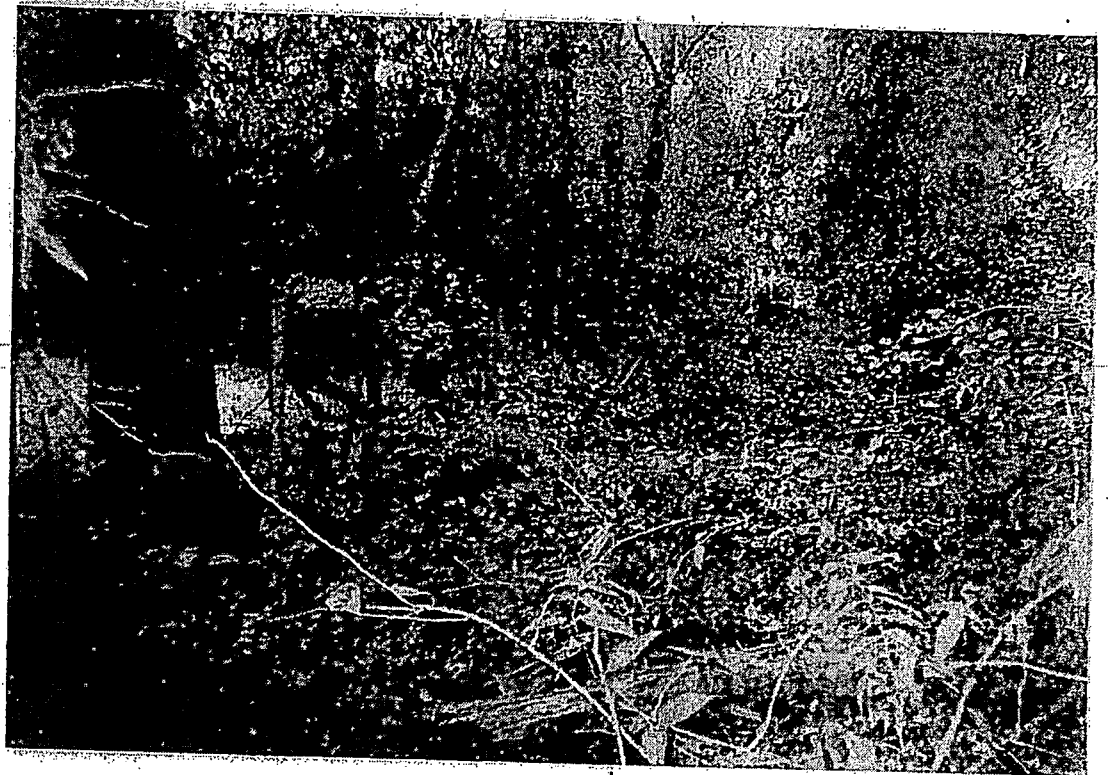
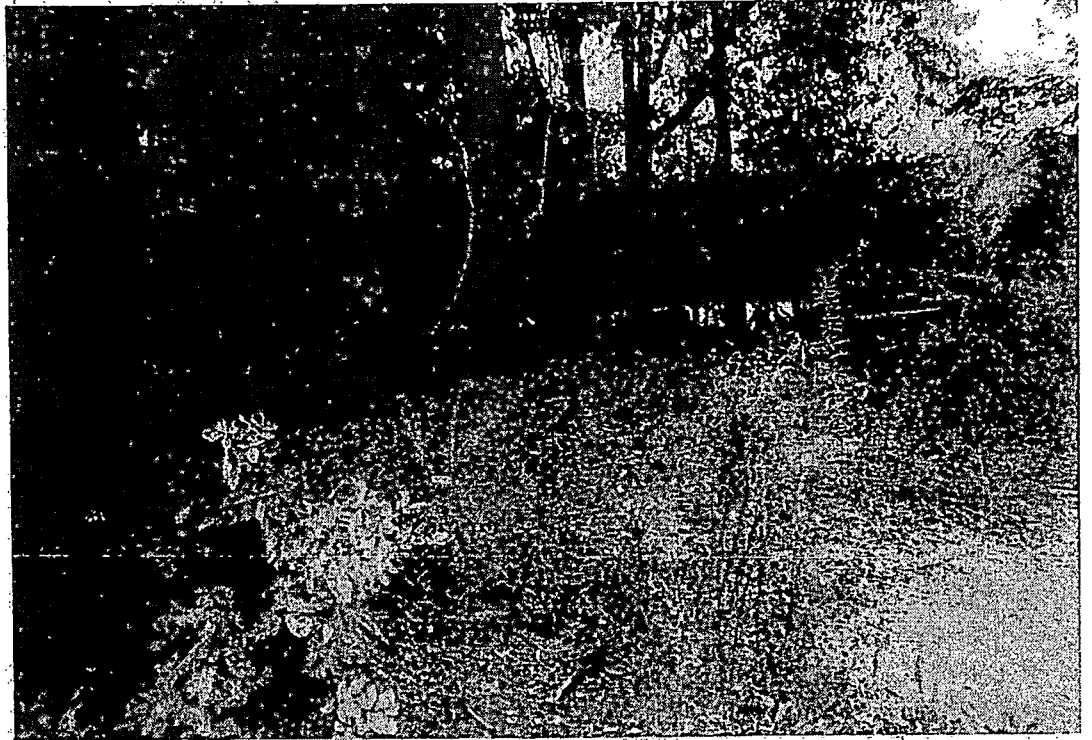
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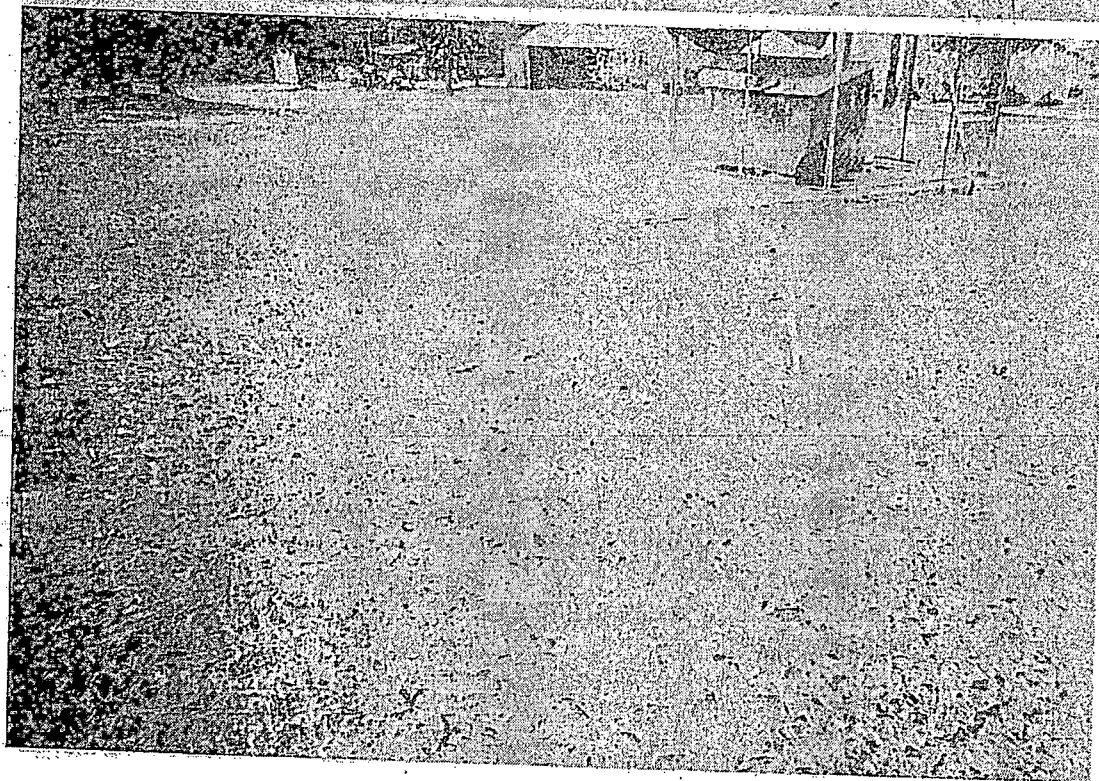
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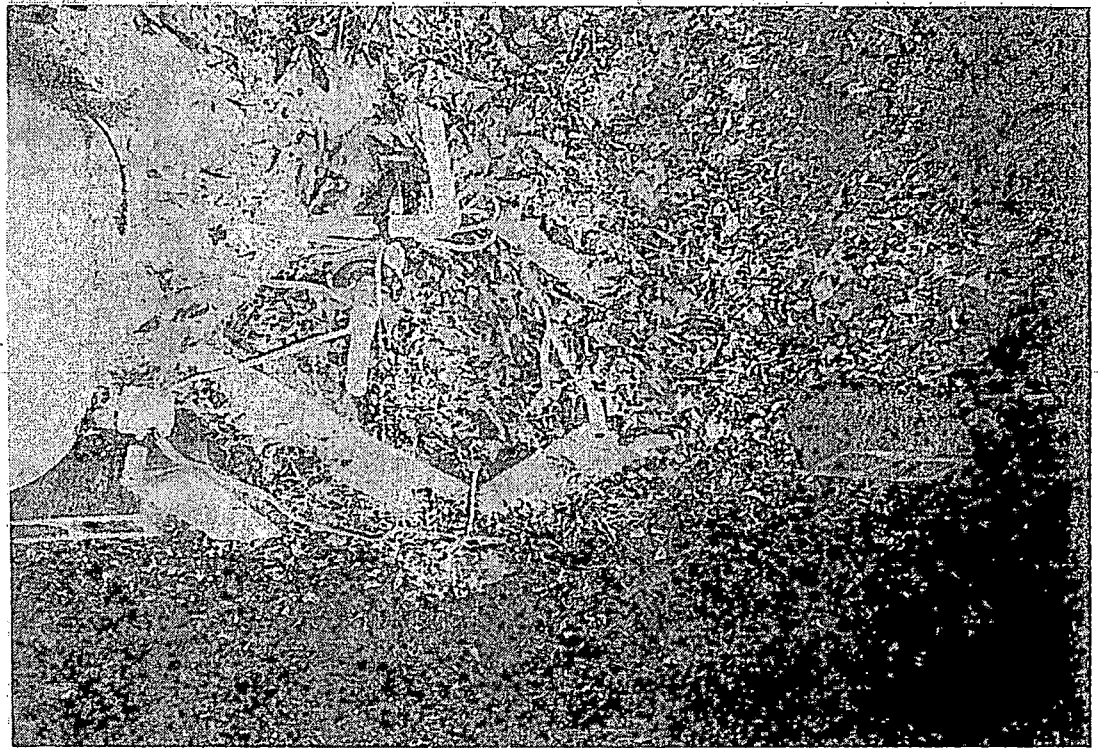
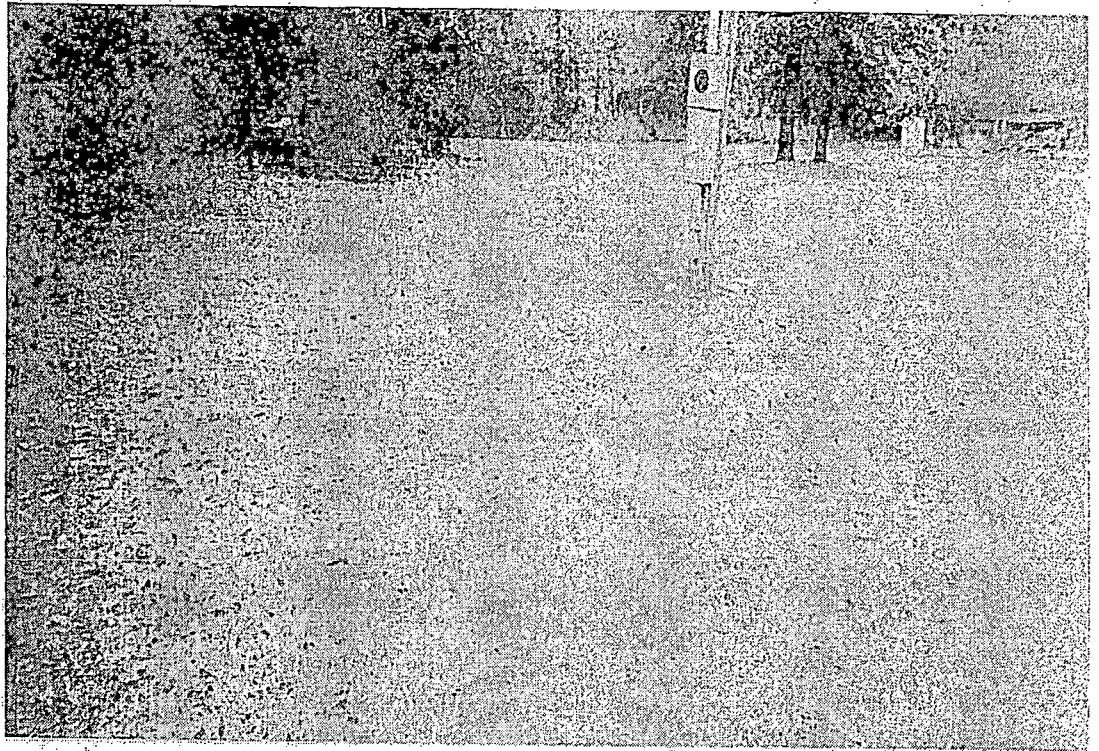
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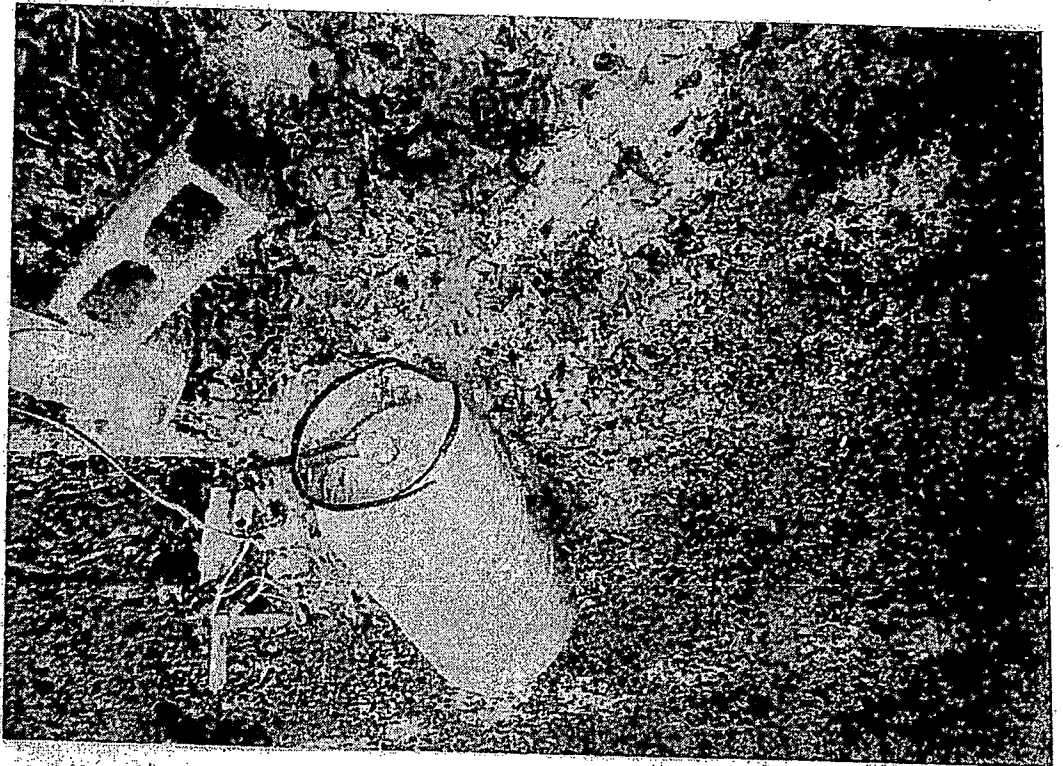
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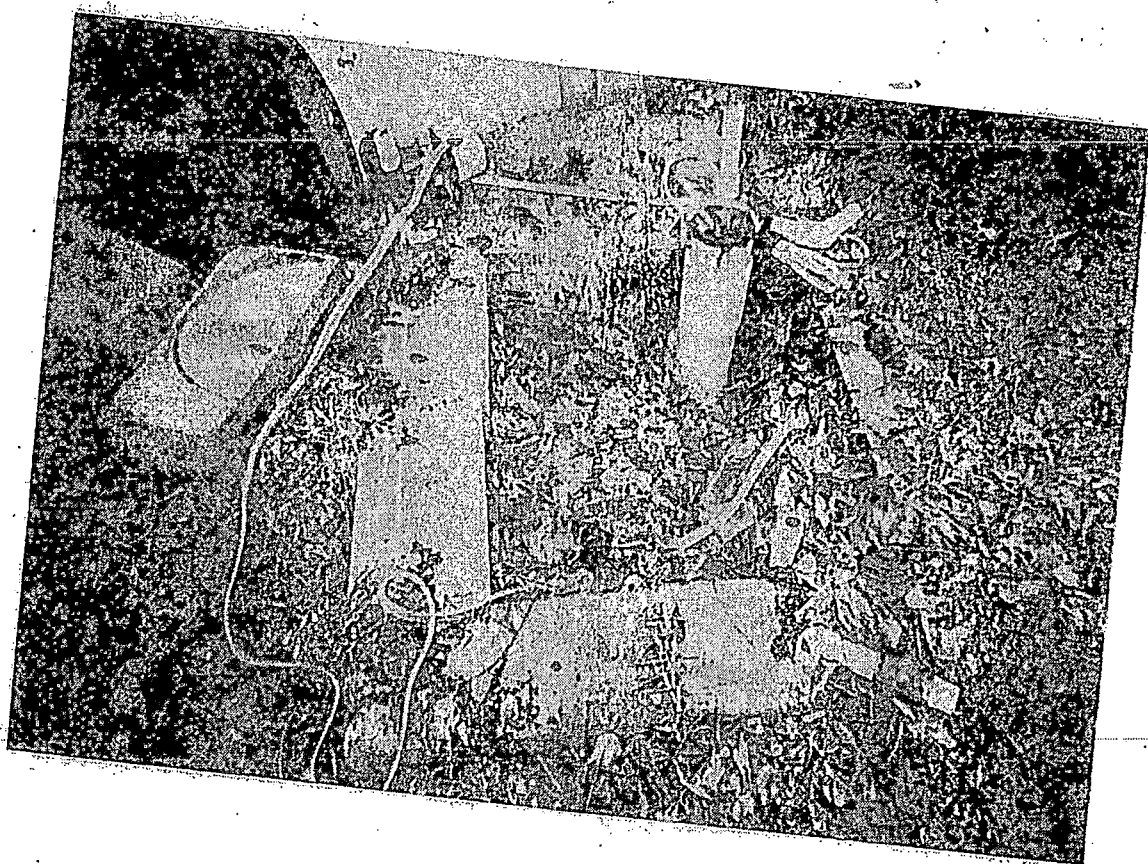


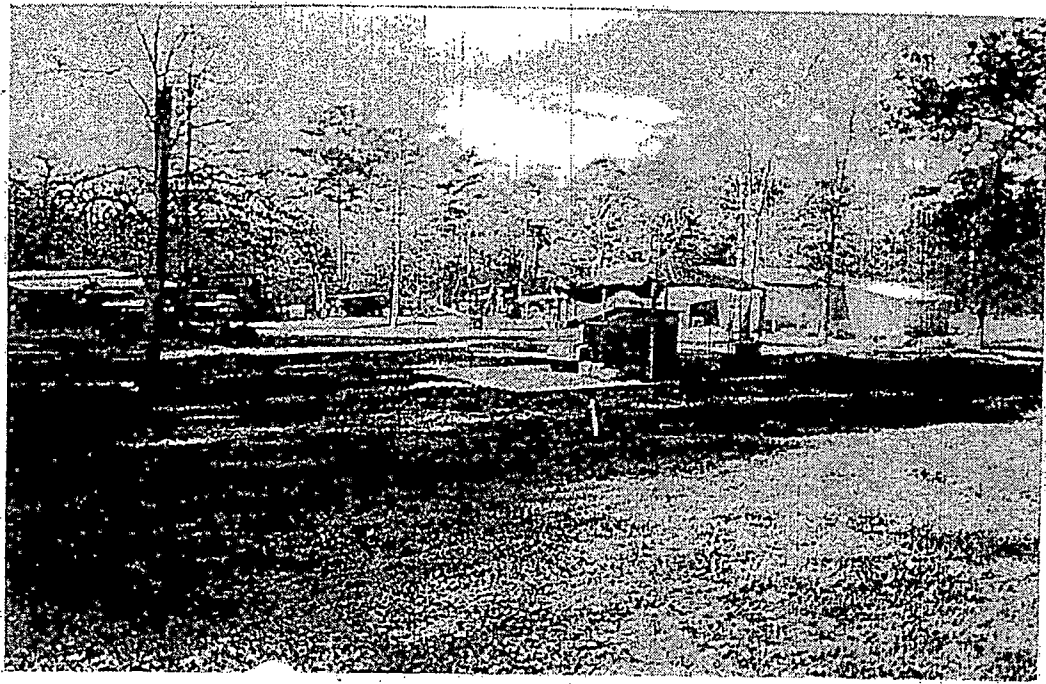
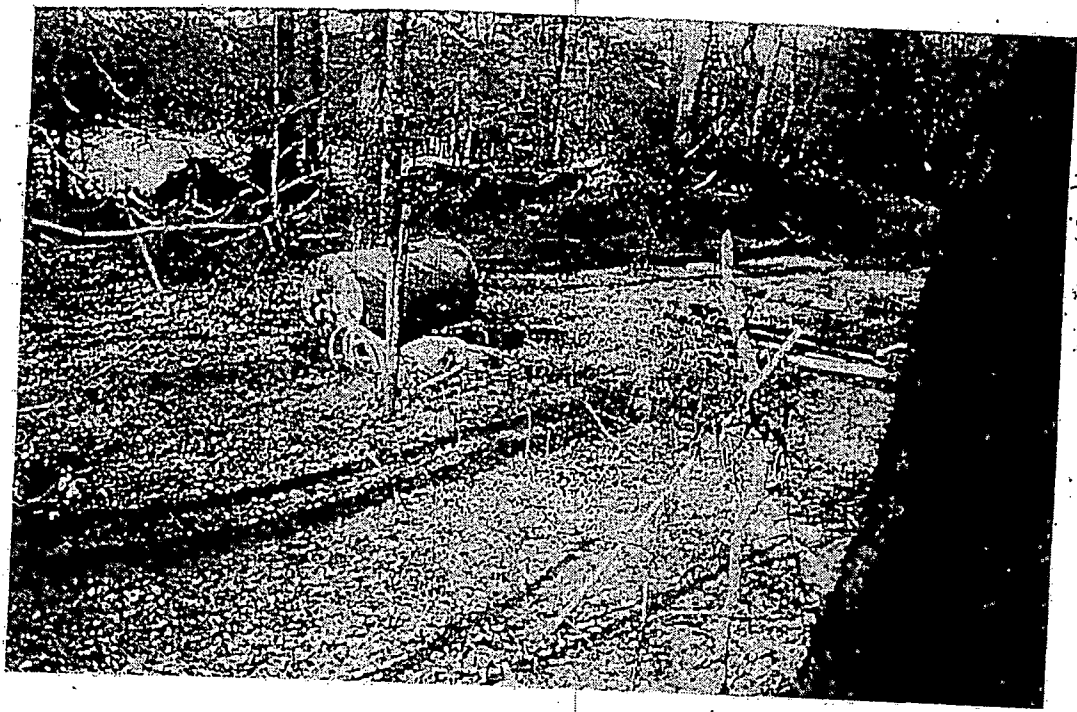




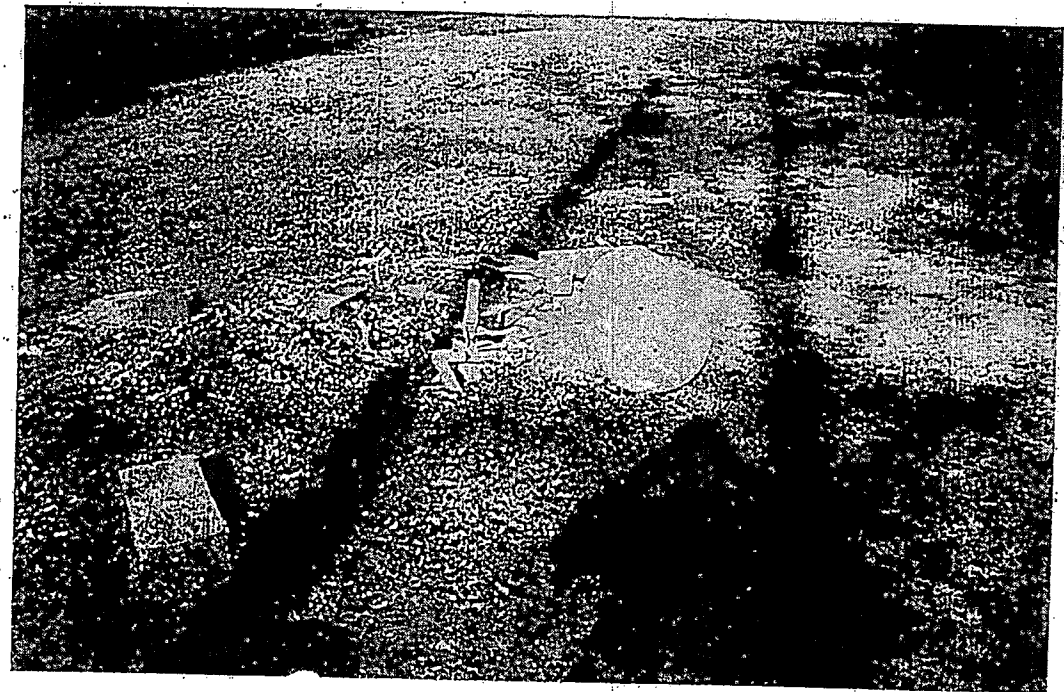


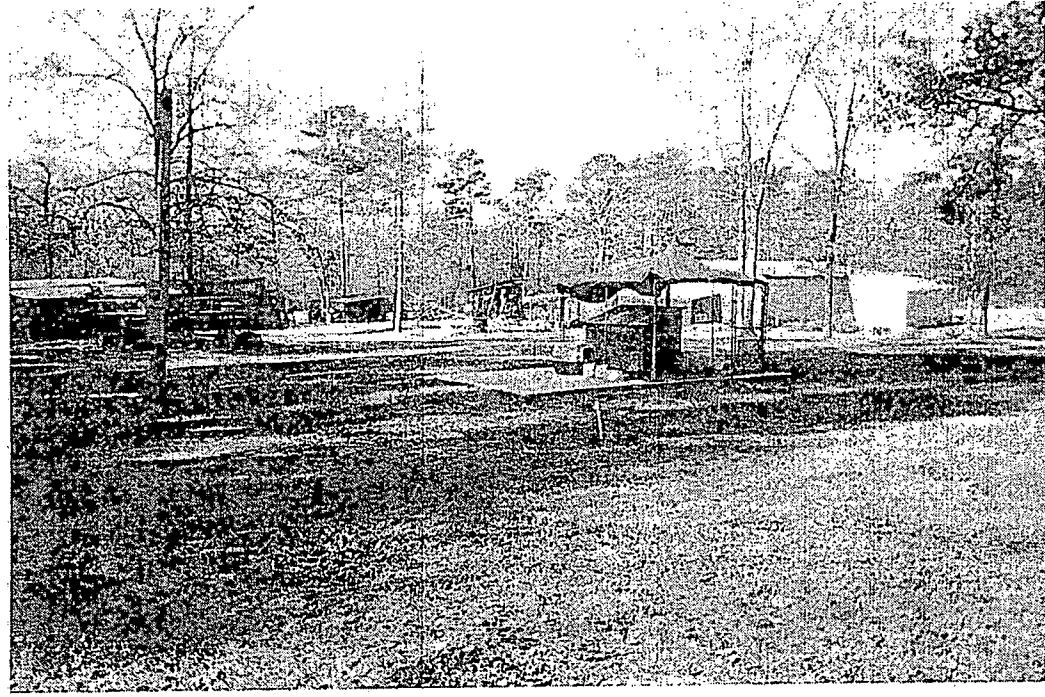


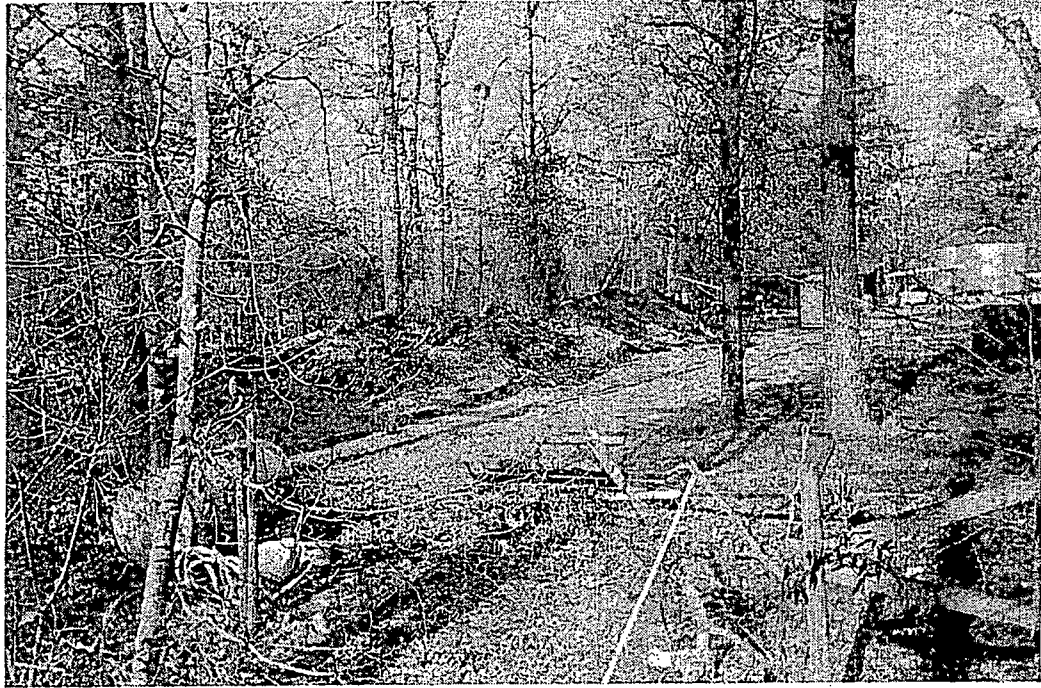














Martin Banks

Atty. at Law
716 Huff Drive, N.
St. Matthews, SC 29135
Tel: 803-874-2100 Fax: 803-874-2400

February 6, 2013

Ms. Bonnie Riley
178 Calhoun Road
St. Matthews, SC 29135

RE: Parcel C, 1.19 acres

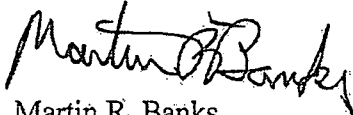
Dear Ms. Riley:

I have been retained by Michael Outlaw in his dispute with you over 1.19 acres you promised to grant him over 5 years ago. As you are surely aware, he has been very patient as he cleared, maintained and improved this property. He has informed me that you have suddenly reneged on your promise to sign the property over to him.

When you made the verbal contract to deed him the property, you obligated him to spend approximately \$26,000, including the cost of the plat attached to this letter. If within 10 days from the date of this letter you do not reconsider your position and sign the deed, which has already been prepared by me, Mr. Outlaw has authorized me to file suit against you for all the money that he has invested in this property over the last 5 years. In addition to over \$26,000 in damages, I will also sue for the court to grant him more than 1.19 acres of your property to more fairly compensate him for what he has lost. I will also sue for all of the costs and fees associated with forcing him to sue you over your broken promise. If Mr. Outlaw is successful and gets a judgement against you, he has authorized me to foreclose on that judgement which will result in him taking possession of possibly all of the land that you own.

You have 10 days from the date of this letter to sign over the 1.19 acres to Mr. Outlaw. If you have any questions or issues with the contents of this letter, please have your attorney contact me within 10 days.

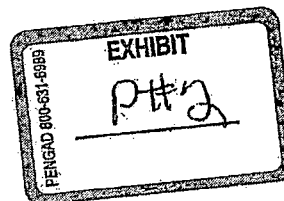
Sincerely,

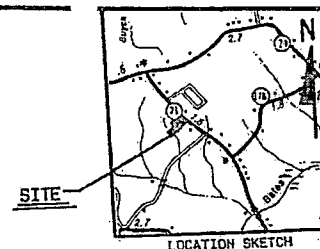
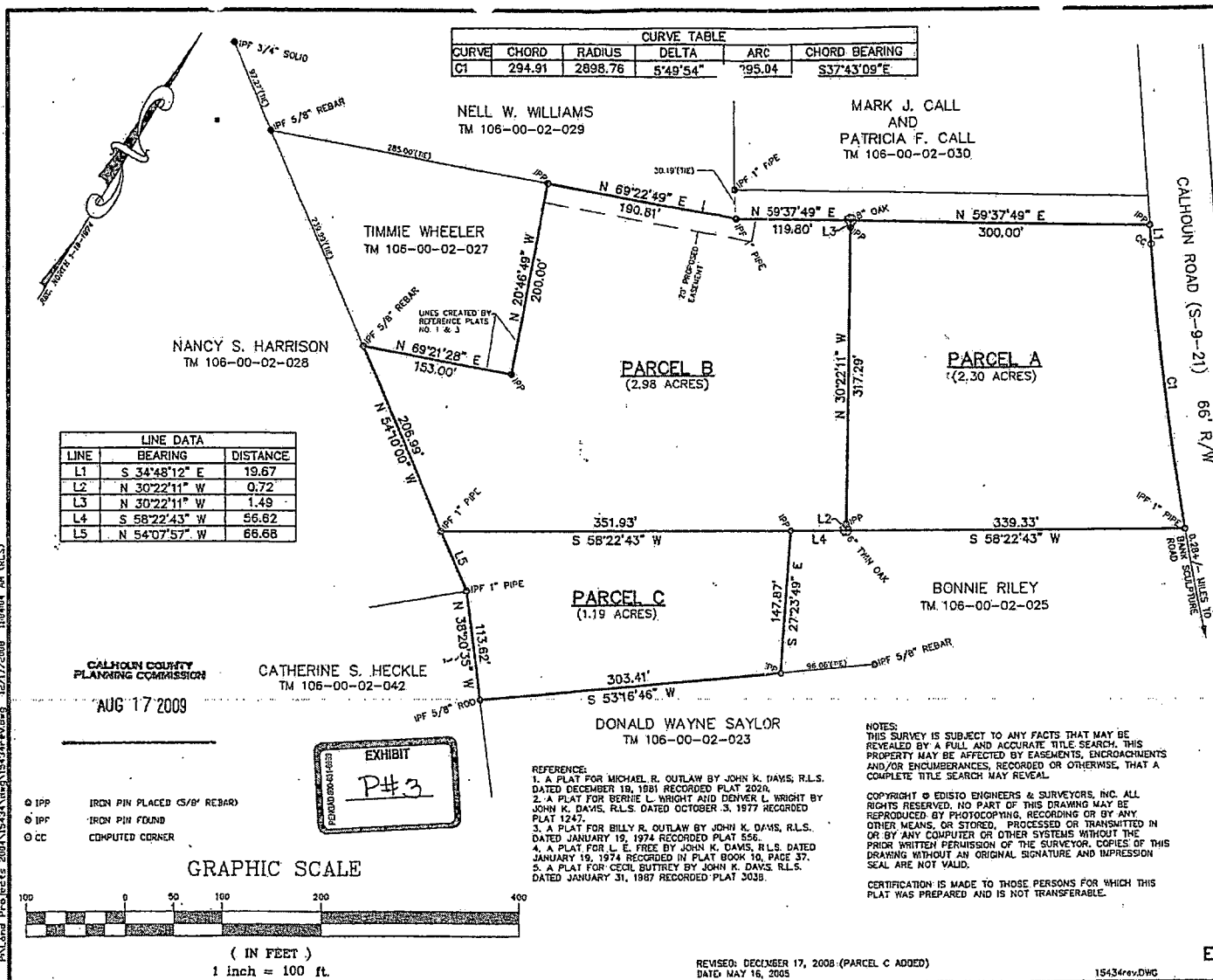


Martin R. Banks
MRB

cc: Mr. Outlaw
attachment

C:\Documents and Settings\Martin Banks\My Documents\OutlawRiley.let.wpd





PARCELS A & B: TM 106-00-02-026
A PORTION OF
PARCEL C: TM 106-00-02-025

A PLAT OF
6.47 ACRES
STATE OF SOUTH CAROLINA
COUNTY OF CALHOUN
AMELIA TOWNSHIP

SURVEYED FOR:

MICHAEL OUTLAW

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'C' SURVEY AS SPECIFIED THEREIN.

Richard L. Stralman
RICHARD L. STRALMAN (803) 535-1154 S.C. REG. L.S. NO. 5496
A.R. PARLER, JR. S.C. REG. L.S. NO. 5301

EDISTO ENGINEERS & SURVEYORS, INC.
PO BOX 1725 ORANGEBURG, SOUTH CAROLINA 29116

REVISED: DECEMBER 17, 2008 (PARCEL C ADDED)
DATED MAY 16, 2005

15434rev.DWG

15434 B

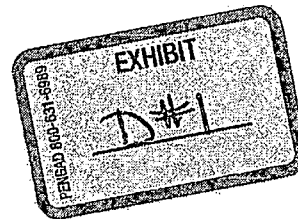
Wachovia Mortgage Corporation

Post Office Box 900001
Raleigh, North Carolina 27675-9000

1100 Corporate Center Drive
Raleigh, North Carolina 27607-5066

WACHOVIA

GLYNESS RILEY ESTA
178 CALHOUN RD
SAINT MATTHEWS, SC 29135



October 1, 2007

Re: Partial Release for All Loans

WMC Loan Number: 0005834774

Property Address: ROUTE 4 BOX 40
SAINT MATTHEWS, SC 29135

The following items are required to process a partial release on the above referenced loan.

ALL PARTIAL RELEASE REQUESTS ARE FOR LAND ONLY. The loan must have at least one year payment history to be considered for partial release.

- B* 1. The borrower must be current in making their mortgage payments and has not been more than 30 days past due more than once in the most recent 12-month period, and has not otherwise been in default under the terms of the security instrument.
- B* 2. A letter signed by you containing: *I can help you write this letter.*
- * The reason for the release
 - * The amount of cash consideration you will receive, if any
 - * The intended use of the consideration
 - * Your acknowledgement that all expenses incurred in processing this release will be paid by you (expenses may include cost of surveys and appraisals in addition to a pay-down in the principal balance, if required)
- B or L* 3. A copy of the plat or survey of the property encumbered by the mortgage, clearly outlining the property to be released. The plat or survey should also include the location of any structures, driveways, easements, wells, septic tanks, etc.
- KA* 4. An appraisal, including the value of the total property and the value of the property being released. *or tax assessor. Call Wach*
- L* 5. A Partial Release Deed containing the legal description (in metes and bounds if applicable) of the portion of property to be released for execution by the mortgagee/beneficiary. Please review the security instrument and/or the assignment to see if the mortgagee/beneficiary is MERS or Wachovia. This Deed must be completed by a qualified attorney; Wachovia Mortgage Corporation does not prepare these documents.

Wachovia Mortgage Corporation

Post Office Box 900001
Raleigh, North Carolina 27675-9000

1100 Corporate Center Drive
Raleigh, North Carolina 27607-5066

WACHOVIA

- # 6. Provide tax assessment information regarding the number of parcels, along with information on whether existing parcels will be subdivided or released. *tax assessment*
- L 7. A copy of a current Title Search.
- B 8. Name, address, phone number and loan number for any additional lien holders. *NONE*
- W 9. A check in the amount of \$250.00, payable to Wachovia Mortgage Corporation. This is a non-refundable processing fee.
- B 10. Complete the enclosed Application for Release of Security form.

*Note: All incomplete packages will be returned.

Upon receipt of the requested items, we will submit them to the appropriate parties for review. You will be notified if additional documentation is required. Please allow at least three weeks for processing. The Partial Release Deed will be executed and returned to you for recording. Once recorded, please return the original document to us, along with an updated title policy.

We will notify you if a pay down of the principal balance is required to maintain your current loan to value ratio. If required, you will be responsible for submitting certified funds to Wachovia Mortgage Corporation. The Partial Release Deed will not be executed until after the pay down has been received.

*Note: Our release of the security is conditional upon receipt, within thirty days after recording, of a title policy or title policy endorsement confirming the partial release.

If a partial release is approved and you would like the executed document returned to you via express mail, please enclose a prepaid express mail envelope.

Once you have completed the requirements listed in 1-10 above, you may send/fax the complete package to the following:

Cynthia E. Lawrence
Wachovia Mortgage Corporation
1100 Corporate Center Drive, Mail Code NC4755
Raleigh, NC 27607

If you have any questions, our Customer Service Representatives are available to assist you at (866) 642-9405 between 8:30 AM and 5:30 PM, EST, Monday through Friday. We appreciate your business and look forward to serving you in the future.

Sincerely,

Nicholas Battle

Nicholas Battle
Legal Research Department

LS000



STATE OF SOUTH CAROLINA)
)
COUNTY OF CALHOUN) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That Bonnie Riley ("Grantor") in the state aforesaid, for and in consideration of the sum of Five and no/100 (\$5.00) Dollars, Love and Affection, paid by Michael Outlaw of 17 Clay Bottom Road, St. Matthews, SC 29135 ("Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his/her heirs and assigns forever, the following described property:

All that certain lot of land situate near St. Matthews, Amelia Township, Calhoun County, South Carolina, shown as Parcel "C" on a plat prepared by Edisto Engineers & Surveyors, Inc. dated May 16, 2005 and revised December 17, 2008, recorded in Plat Book _____, at Page _____, Calhoun County Clerk of Courts Office containing 1.19 acres, bounded on the NORTHEAST by lands of Bonnie Riley; on the SOUTHEAST by lands of Donald Wayne Saylor; on the SOUTHWEST by lands of Catherine S. Heckle and lands of Nancy S. Harrison; and on the NORTHWEST by lands of Michael Outlaw.

Being the same property conveyed to Bonnie Riley by deed of Alva Long and Ollie Long recorded on September 26, 1980 in the Office of the Calhoun County ROD in Deed Book 8173.

Por. of TMS # 106-00-02-025

TOGETHER with all rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, His/Her Heirs and Assigns forever.

AND THE GRANTOR DOES hereby bind His/Her Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this ____ day of _____ in the year of our Lord two thousand nine and in the two hundred and thirty-third year of the Sovereignty and

Lord two thousand nine and in the two hundred and thirty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Bonnie Riley

STATE OF SOUTH CAROLINA)
)
COUNTY OF CALHOUN) ACKNOWLEDGMENT
)
) S.C. Code §30-5-30
) (Effective January 1, 1995)

I, Jennifer Madonna, a Notary Public for the State of South Carolina, do hereby certify that Bonnie Riley, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS our hands and seals on this _____ day of _____, 2009.

Notary Public for S. Carolina
My Commission Expires: 9-4-2018
Z:\DEEDS\RileyOutlaw.ded.wpd

GLENN WALTERS
ATTORNEY AT LAW, P. A.

1910 RUSSELL STREET, POST OFFICE BOX 1346 • ORANGEBURG, S.C. 29116
TELEPHONE: (803) 531-8844 • FACSIMILE: (803) 531-3628 • Toll Free: (888)966-8844

Email: glennwalterspa@gmail.com

Glenn Walters, Sr., Esquire
R. Bentz Kirby, Esquire, Of Counsel

February 19, 2013

Martin Banks, Esquire
Law Office of Martin Banks
716 Huff Drive, N.
St. Matthews, SC 29135

RE: My Client: Bonnie Riley

Dear Martin:

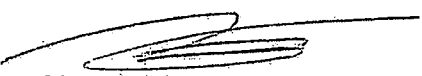
I have been retained to represent Ms. Bonnie Riley. Ms. Riley presented a copy of the letter you forwarded to her on February 6, 2013. She has several concerns:

- A. Ms. Riley believes you have a serious conflict of interest. Ms. Riley informed me that you prepared her taxes. You have full knowledge of her financial standing and have advised her with regards to her tax status.
- B. Ms. Riley informed me she was contacted by you and told to come to the office to sign the deed for Michael Outlaw, you advised her not to sign it because of Mr. Outlaw's financial status. Ms. Riley further went on to state that she contacted Mr. Outlaw's wife and informed her of your advice. Ms. Riley alleges that Mrs. Outlaw called you and was displeased.

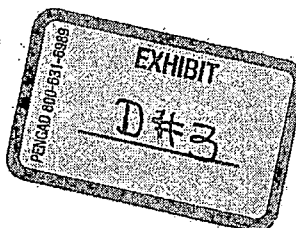
I believe you have a serious conflict and should withdraw from representing Mr. Outlaw. Ms. Riley appeared at my office with her son and it was clearly evident that she was visibly shaken and considering her options. I told Ms. Riley I would write you and attempt to resolve this matter to the benefit of all parties.

Please respond to this correspondence. I look forward to hearing from you.

Sincerely,


Glenn Walters
Attorney at Law

GW/hby



Martin Banks

Atty. at Law
716 Huff Drive
St. Matthews, SC 29135
Tel: 803-874-2100 Fax: 803-874-2400

March 6, 2013

Glenn Walters
P.O. Box 1346
1910 Russell Street
Orangeburg, SC 29116

RE: Outlaw v. Riley

Dear Glenn:

I have reviewed my file in light of your letter dated February 19. Before I decide whether I should be conflicted out of this matter, you must be aware that there is an eviction case concerning this property pending before Magistrate Lake. If you have reviewed the letter that I sent to Ms. Riley, you must realize that this is simply not an eviction case. I believe it would be wise, and the best use of all of our time, if Ms. Riley voluntarily dismisses the eviction because before I got your letter I had already drafted a Complaint dealing with the title issues. In addition, the Outlaws tell me that there is nothing on the 1.19 acres to evict. No residence or mobile home (which is what the pleadings say), only a shed or two that I believe may be fixtures.

In any event, Ms. Riley is correct that I did do her taxes for the years of 2007 and 2009. I have no knowledge as to her current financial standing at all, because of the amount of time that has passed and because income taxes have only to do with income not debts and assets. This is not a conflict, and I will represent them in the eviction matter if Ms. Riley does not voluntarily dismiss it.

However, I also tried to handle her transfer of the property to the Outlaws back in 2009. The closing was never completed because my research showed that there were some liens that were about to expire and it would be best to wait before transferring the property into the Outlaws. Those liens have expired now. But, in abundance of caution, because of my previous involvement I do believe that it is best that I withdraw as counsel for the Outlaws in this matter after the eviction is heard, if necessary. The magistrate is waiting to know if we need to schedule the hearing.

Sincerely,

Martin

Martin R. Banks
MRB/bh

C:\Users\Barb\Documents\Barb\Shared Docs\Outlaw Walters\let.wpd





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QUOTE

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UPC VENDOR	QUOTE DATE	ORDER NO.
000000	02/13/13	342949-00
P.O. NO.		PAGE #
local job		1

CUST.#: 13424

SHIP TO: PRIME STATE INSULATION CO, INC
174 ROSINWOOD LANE

GASTON, SC 29053

CORRESPONDENCE TO: Distribution International
10942 Beaver Dam Road

HUNT VALLEY, MD 21030

BILL TO: PRIME STATE INSULATION CO, INC
174 ROSINWOOD LANE

GASTON, SC 29053

INSTRUCTIONS		TERMS
		2% 10 Net 30
SHIP POINT	SHIP VIA	SHIPPED
Distribution International	Our Truck	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
***** NO TOOLS ARE TO BE SOLD TO EMPLOYEES OF PRIME STATE WITHOUT APPROVAL FROM THE OWNER. gs *****							
1	SHAL3210ABSE 032X45.5X10 SE AL ALCLAD BOX	60			SH	80.00	4800.00
1	Lines Total					Total	4800.00
						Taxes	336.00
						Invoice Total	5136.00



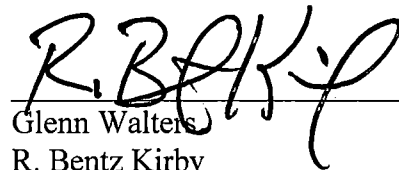
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The undersigned hereby certifies the Record on Appeal contains all materials proposed to be included by any of the parties and no other material.

Respectfully submitted this the 6th day of June, 2017.

Glenn Walters, Attorney at Law, PA

A handwritten signature in black ink, appearing to read "R. Bentz Kirby", written over a horizontal line.

Glenn Walters

R. Bentz Kirby

PO Box 1346

Orangeburg, SC 29116

803-531-8844

Attorneys for Appellants

RECEIVED

JUN 07 2017

Ct. Court of Appeals