

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM RICHLAND COUNTY
IN THE COURT OF COMMON PLEAS
THE HONORABLE JOSEPH STRICKLAND
RICHLAND COUNTY MASTER-IN-EQUITY

2009-CP-40-7385

Gregory Brown,

Plaintiff-Respondent

v.

Willie Brown, Jr., Charles Brown,
Joe Brown, Nellie Brown Boyd, Vivian
Brown Dowdy, First Federal, and
First Financial Holdings, Inc.

Defendants

of whom

Willie Brown, Jr., Charles Brown
Joe Brown, Nellie Brown Boyd, Vivian
Brown Dowdy, are the

Appellants

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Gregory Brown,

Plaintiff,

v.

Willie Brown, Jr., Charles Brown,
Joe Brown, Nellie Brown Boyd, Vivian
Brown Dowdy, First Federal, and First
Financial Holdings, Inc.

Defendants.

Civil Action No.: 2009-CP-40-07385

ORDER

RICHLAND COUNTY
FILED
2011 OCT -3 PM 2:33
JEANETTE W. McBRIDE
C.C.P. & G.S.

This matter came before the Master-In-Equity for a full evidentiary hearing on February 22, 2011 and May 3, 2011. Based on the pleadings and the evidence and testimony presented to this Court, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. The Plaintiff, Gregory Brown, and the Defendants, Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy (Family Defendants) are all heirs of Willie Brown, Sr.

2. Willie Brown, Sr. died on June 15, 2005.

3. On September 11, 2006, the Plaintiff and Family Defendants were deeded an undivided one-sixth (1/6) interest in properties located at Dry Branch Road (hereinafter "Dry Branch Property") and Clarkson Road (hereinafter "Clarkson Property") collectively referred to herein as the "Property." The land was deeded to the Plaintiff and Family Defendants pursuant to Deeds of Distribution dated September 11, 2006. (See Plaintiff's Exhibits 4 and 5).

4. The Defendants First Federal and First Financial Holdings, Inc. (Bank Defendants) hold a mortgage on the Property. The Bank Defendants were served a copy of the Summons and Complaint and filed an Answer, Consent to Reference, and Request for Notice of Surplus Funds on December 9, 2009. The Bank Defendants were also served a copy of the Amended Complaint and in response to the Amended Complaint filed an Answer, Consent to Reference, and Request for Notice of Surplus Funds on October 28, 2010. The Bank Defendants did not appear at the evidentiary hearings.

5. As of February 13, 2011, the balance remaining on the mortgage was \$5,015.75.

6. This action was filed on October 15, 2009 in which Plaintiff sought the following relief:

- a) Partition of the Property in kind;
- b) Payment of the costs of the action, including Plaintiff's attorneys fees, be distributed between the parties in equal part, with such additional shares of the Property to be granted to Plaintiff as may be necessary to make him whole with respect to the expenses of the Property he has paid for maintenance of the Property in order to sustain its value for all parties;
- c) An award to Plaintiff of the amounts due to him by Defendants which he incurred to the benefit of Defendants in order to maintain the property and service the mortgage on it;
- d) Such other and further relief as the Court may deem just and proper.

7. On October 25, 2010, the Plaintiff amended his Complaint to change his first item of requested relief as follows:

- a) Partition of the Property in kind or by sale, as the Court may deem equitable and just;

The remaining requested relief did not change.

8. This matter was referred to the Master-in-Equity by Order of Reference dated November 19, 2010 and evidentiary hearings were held on February 22, 2011 and May 3, 2011.

9. Plaintiff, Gregory Brown, testified that he paid all expenses associated with the properties from the dates of the Deeds of Distribution to present and that he paid the mortgage from May 2005 to present in order to keep the mortgage from going into default. (2/22/11 Tr., p. 21, line 14 – p. 22, line 18; page 23, line 12- p. 25, line 11).

10. Plaintiff testified that he informed the other Family Defendants that he was paying the bills associated with the Property and from time to time, he provided them records of such payments and provided them with estimates of their share of the expenses. (2/22/11 Tr., p. 75, line 18 – p. 76, line 9).

11. Plaintiff presented testimony and documentary evidence to support that he had incurred the following expenses for maintaining the Property:

Taxes		
Richland County Treasurer	Dry Branch Property Taxes	
	2006	124.98
	2007	135.69
	2008	137.53
	2009	138.46
	2010	141.58
	Total	678.24
Richland County Treasurer	Clarkson Property Taxes	
	2006	805.44
	2007	978.05
	2008	1058.75
	2009	1071.89
	2010	585.65
	Total	4,499.78
Mortgage Payments		
First Federal Mortgage		
	2005	
	May 9	278.06
	August 22	266.10

	October 7	266.10
	November 8	266.10
	November 8	266.10
	2005 Total	1,342.46
	2006	
	January 4	266.10
	February 6	300.00
	February 28	300.00
	April 5	300.00
	May 15	270.15
	June 2	300.00
	July 10	300.00
	August 4	300.00
	September 6	600.00
	October 2	270.15
	November 1	300.00
	December 1	267.82
	2006 Total	3,774.22
	2007	
	January 2	267.82
	February 1	300.00
	March 1	300.00
	April 2	300.00
	May 1	300.00
	May 31	300.00
	July 2	300.00
	August 2	300.00
	September 7	300.00
	October 1	300.00
	November 5	300.00
	November 30	300.00
	December 31	300.00
	2007 Total	3,867.82
	2008	
	January 31	300.00
	February 28	300.00
	April 1	300.00
	May 6	300.00
	June 2	300.00
	June 30	300.00
	September 2	300.00
	September 30	300.00
	October 31	300.00
	December 1	300.00
	2008 Total	3,000.00

	2009	
	January 2	300.00
	February 2	300.00
	February 27	300.00
	March 27	300.00
	April 28	300.00
	May 29	300.00
	June 29	300.00
	July 28	300.00
	August 28	300.00
	September 30	300.00
	November 2	300.00
	December 1	300.00
	December 31	300.00
	2009 Total	3,900.00
	2010	
	January 29	300.00
	March 1	300.00
	March 31	300.00
	May 3	300.00
	June 1	300.00
	July 1	300.00
	August 2	300.00
	September 1	300.00
	October 5	300.00
	November 2	300.00
	December 3	300.00
	2010 Total	3,300.00
	2011	
	January 3	300.00
	February 3	300.00
	2011 through February 2011 Total	600.00
Electricity		
Tri-County Electric Service	June 2005	233.53 ¹
	Total Electric	233.53

See Plaintiff's Exhibits 2 and 3 and 2/22/11 Transcript, p. 17, line 10 – p. 25, line 17.

¹ Plaintiff's Exhibit 2 shows a payment for electric service in the amount of 237.53. However, the only electric bill attached to the expenses chart is in the amount of 233.53 for electric service from 5/18/05-6/16/05 with an after due date payment of 237.03. The Court presumes that the proper amount in the chart should have been 233.53 and therefore includes this amount here.

12. Plaintiff presented testimony that he had incurred the following expenses for maintaining the Property:

Electricity		
Tri-County Electric Service	Electric Service October 2007-April 2009	777.00
	Electric Service April 2009-December 2009	344.00
	Electric Service	212.03
	Electric Service	65.81
	Electric Service	432.00
	Total Electric	1,830.84²
Property Maintenance	Grass and Other Total	4,000.00

See 2/22/11 Transcript, p. 17, line 10 – p. 25, line 17. Plaintiff testified that he incurred costs for keeping the grass cut and maintaining the Property and charged a yearly service fee for his work in maintaining the Property. (Plaintiff's Exhibit 2 and 2/22/11 Tr., p. 81, line 16 -24.)

13. Charles Brown testified that it was his belief that it was not necessary to have electricity on at the house other than to have a security light. (5/3/11 Tr., p. 7, line 24 – p. 8, line 6.). However, Gregory Brown testified that he believed it was necessary to have electricity on at the Property to prevent theft and to have lights on at the residence if any family members needed to go into the residence. Mr. Brown testified that none of the Family Defendants requested that the power be turned off. (2/22/11 Tr., p. 47, line 17 – p. 49, line 13).

14. Plaintiff testified that as of February 22, 2011, he had incurred legal fees of \$9,507.30 from February 2010 through December 2010 in prosecuting this partition action. (Plaintiff's Exhibit 2 and 2/22/11 Tr., p. 25, lines 12-16.)

² Between the electrical expenses submitted by testimony and documentation, Plaintiff testified that he incurred \$2,064.37 in electrical expenses. The only electrical bill submitted pre-dates the Deeds of Distribution. Three of the items on the chart for the electrical expenses are undated. The dated totals for October 2007 through December 2009 show that the average monthly bill was \$41.51 (\$1121 divided by 27 months). If that monthly average (41.51) is multiplied by the months since the Deeds of Distribution were issued (58 months), the total electric bill would be \$2,407.58.

15. On June 17, 2011, Plaintiff's counsel submitted an Affidavit stating that the total fees and costs incurred by Plaintiff beginning in February 2010 (including the \$9507.30 which had been incurred as of the first hearing in February 2011) in this action were \$21,503.33, which consisted of 72 hours at an average rate of \$282.00 per hour and total costs were \$995.33.

16. Vivian Brown Dowdy submitted a chart that appeared to include income and expenses from the Estate of Willie Brown, Sr. (Defendant's Exhibit 3 and 18). However, Ms. Dowdy testified that the numbers on her chart were just estimates (2/22/11 Tr., p. 101, lines 3-15) and the evidence showed that the amounts included as income for scrap metal were never actually received by either the Plaintiff or Family Defendants. (5/3/11 Tr., p. 39, line 14 – p. 40, line 20).

17. Although the Family Defendants argued through counsel that as Personal Representative, the Plaintiff could have sold or partitioned the Property without bringing this action, the only testimony from both sides was that the Probate Court required that the Plaintiff and Family Defendants reach an agreement on the distribution of the real estate. (2/22/11, p. 31, lines 2-8; 2/22/11 Tr., p. 96, line 19 - p. 97, line 23.). Further, in 2007, when the Plaintiff attempted to conduct a lottery relating to the Property, the Family Defendants received advice, through counsel, that a lottery could not be accomplished without agreement from everyone named on the Deed of Distribution. (5/3/11 Tr., p. 22, line 11 – p. 23, line 12). Further, the Plaintiff testified that the Dry Branch Property was landlocked and only has road access pursuant to an easement and therefore, it was his understanding that the county would not allow him to subdivide such a property without Court involvement. (5/3/2011 Tr., p. 79, line 25 - p. 80, line 19.)

18. In accordance with the Probate Court's instructions, the Plaintiff and Family Defendants entered into a Private Family Agreement whereby they all agreed to the following:

1. Identifying all personal property of the estate.
2. Liquidating personal property to satisfy claims and debts of the estate.
3. That the parties intend to liquidate, if necessary, real property to satisfy any outstanding debts or claims of the estate not satisfied after liquidation of personal property.
4. Thereafter the parties will seek to divide the real property in kind.
5. That the parties understand and realize that each heir has the right to institute an action in partition should the real property cannot [sic] be equitably divided.

(Plaintiff's Exhibit 1).

19. On November 30, 2007, Willie Brown, Jr., Charles Brown, Joe Brown, and Vivian Brown Dowdy each signed Receipts and Releases in the Probate Court matter stating that they received their share of the estate and "In consideration of the distribution, the undersigned releases and forever discharges the Personal Representative(s) and the Estate from any and all rights and claims, which the undersigned may have against the Personal Representative(s) and the Estate and waives notice of right to demand a hearing on all accountings, proposal for distribution and petition for settlement." This Court takes judicial notice of those public record filings, which are attached to this Order as Court's Exhibit A.

20. The final Probate Order closing the Estate was issued on February 5, 2008.
(Defendant's Exhibit 5).

21. ~~The parties have never been able to agree on the division of real property and the payment of expenses associated with the real property.~~

22. There was no testimony as to the value of the Property.

23. There was testimony and evidence that Cox & Dinkins had performed a rough sketch dividing the Property into six portions, but the Plaintiff and Family Defendants could never reach an agreement to go forward with such a division and therefore, no survey was every performed to show the true feasibility of dividing the Property. (Defendants' Exhibit 10 and 2/22/11 Tr., p. 43, line 22 – p. 44, line 7; p. 45, lines 4 – 24).

CONCLUSIONS OF LAW

1. This Court has jurisdiction in this matter pursuant to S.C. Code Ann. § 15-61-50 “... to make partition in kind or by allotment to one or more of the parties upon their accounting to the other parties in interest for their respective shares or, in case partition in kind or by allotment cannot be fairly and impartially made and without injury to any of the parties in interest, by the sale of the property and the division of the proceeds according to the rights of the parties.”

2. Partition in kind is favored when it can be fairly made without injury to the parties. Thus, the party seeking a partition by sale carries the burden of proof to show that partition in kind is not practicable or expedient. See *Anderson v. Anderson*, 299 S.C. 110, 382 S.E.2d 897 (1989); *Smith v. Pearson*, 210 S.C. 524, 43 S.E.2d 479 (1947).

3. Under S.C. Code Ann. § 15-61-110, the Court may fix the attorneys' fees in all partition proceedings, and may, as equitable, assess such fees against any or all of the parties in interest. In this case, I hereby order and assess an equal amount of the Plaintiff's total attorneys fees and costs as against each of the Plaintiff and Family Defendants. I so conclude because the law allows such fees; the parties had agreed in writing that if a partition arrangement could not be agreed on, any of them could resort to court for partition; here, the Plaintiff was incurring all of the ongoing out of pocket costs for the maintenance of the Property; the partition was needed

and the issues could not reasonably be resolved without such partition; and each party benefits from the actual partition of the property. The total fees and costs presented are \$21,503.33 and each Family Defendant and Plaintiff shall be responsible for an equal one-sixth of the total attorneys fees of Plaintiff. Accordingly, each Family Defendant shall pay to Plaintiff \$3,583.88 within thirty days hereof for such fees and costs. Any Family defendant that does not make such payment in full shall take such an amount as a reduction of his or her share of the partitioned property proceeds or distribution.

4. I find and conclude that Petitioner has proven and has paid expenses in maintenance of the subject property as follows:

Dry Branch Property Taxes	678.24
Clarkson Property Taxes	4,499.78
First Federal Mortgage Payments 2005	1,342.46
First Federal Mortgage Payments 2006	3,774.22
First Federal Mortgage Payments 2007	3,867.82
First Federal Mortgage Payments 2008	3,000.00
First Federal Mortgage Payments 2009	3,900.00
First Federal Mortgage Payments 2010	3,300.00
First Federal Mortgage Payments 2011	600.00
Tri- County Electric Service	2,064.37 ³
Grass cutting and maintenance services of Gregory Brown	4,000.00

Total 31,026.89

The total of all such property related expenses as testified to or otherwise proven and paid by Plaintiff in the record is \$31,026.89. Accordingly, each Family Defendant shall pay to Plaintiff one-sixth of this total amount or \$5,171.15 within thirty days hereof for such expenses. Any Family Defendant that does not make such payment in full shall take such amount as a reduction of his or her share of the partitioned property proceeds or distribution.

³ This amount represents a total of \$35.59 per month, for 58 months, which I find is reasonable.

5. The Family Defendants contended that they made certain payments to Plaintiff during the process of the probate of the estate of their father, Willie Brown Sr. which should be counted as partial payments toward the above amounts, and that they desired an accounting not just of the real estate expenses in partition, but also of the probate estate. I find that these payments and activities related to personal property of the estate of Willie Brown, Sr. (as opposed to the real estate at issue before me), were made as a part of the probate process, and were handled under the direction of the Probate Court. Such matters are under the exclusive jurisdiction of the Probate Code pursuant to S.C. Code Ann. § 62-1-302 and therefore this Court lacks subject matter jurisdiction over those matters. Accordingly, I do not address such matters herein. I further note that the Willie Brown, Jr., Charles Brown, Joe Brown, and Vivian Brown Dowdy each executed binding documents in which each "releases and forever discharges the Personal Representative and the Estate from any and all rights and claims" and "waives notice of right to demand a hearing on all accountings." (Court's Exhibit A).

6. Because the parties have not agreed on a partition in kind; because valuation and partition in kind is rendered highly difficult in view of the fact that a large tract of the property in question is landlocked with access by an exclusive easement making all but one of the parcels created by a subdivision unmarketable and undevelopable because all but one would lack a legal right of access; and because there is not adequate evidence to allow valuation of the respective properties, I find, conclude, and order that partition in kind is not practicable or expedient and therefore, the Property shall be partitioned by sale 30 days from the date of this Order unless the parties agree in writing prior to that date on a partition in kind, which takes into account the amounts to be paid under this Order. In the event partition by sale is consummated, the proceeds of sale shall be paid as follows:

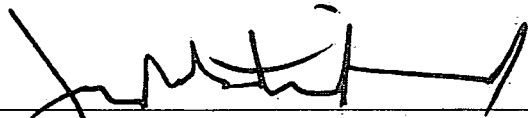
First, to pay First Federal in full the remaining balance on the existing mortgage on the properties;

then, if any remains, it shall be divided into six shares, which shall be distributed as follows:

each Family Defendant's share shall be reduced by the amount of their share of any amounts not yet paid pursuant to Paragraphs 3 and 4 of the Conclusions of Law herein;

thereafter, the remaining amounts of the six shares shall be distributed to the Plaintiff and Family Defendants.

IT IS SO ORDERED THIS 11th DAY OF August, 2011.



The Honorable Joseph Strickland
Richland County Master-in-Equity

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)

Gregory Brown,) Civil Action No.: 2009-CP-40-07385
)

Plaintiff,)
)

v.)

ORDER

Willie Brown, Jr., Charles Brown,)
Joe Brown, Nellie Brown Boyd, Vivian)
Brown Dowdy, First Federal, and First)
Financial Holdings, Inc.)

Defendants.)
)

RICHLAND COUNTY
FILED
2011 DEC 15 AM 9:53
JEANETTE M. McBRIDE
C.C.P. & G.S.

Defendants Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy, moved the Court pursuant to Rule 59 (e) of the South Carolina Rules of Civil Procedure for an Order to Alter or Amend this Court's Order dated August 11, 2011 or in the alternative grant a new trial or rehearing pursuant to Rule 59(a) of the South Carolina Rules of Civil Procedure on a number of grounds. This matter came before the Master-In-Equity for a hearing on Defendants' Motion on November 1, 2011. Based on the pleadings and the arguments and matters presented to this Court, I find and conclude as follows:

1. Defendants contended that the Court erred by failing to issue a Writ of Partition as provided by Rule 71(e) of the South Carolina Rules of Civil Procedure. However, this Court finds and concludes that Rule 71(f)(5) specifically permits the Court to Order partition by sale without a writ in cases such as this one, where it would involve unnecessary expense to issue such a writ.

2. Defendants contended that the Court erred by failing to make any findings as

to why a Writ of Partition was not issued. However, the court has found and concludes, as is clear from the Order, that needless expense would be incurred by issuance of a Writ. The Court's procedure in this case is consistent with SCRCF Rule 71.

3. Defendants contended that the Court erred in failing to issue a Writ of Partition because Partition was the relief sought by Plaintiff at the close of his direct examination. However, the testimony and evidence were clear that the Plaintiff sought Partition by judicial sale, which is permitted by law and which was warranted under the facts of the case before me.

4. Defendants contended that the Court erred in finding that division of the real property was an issue in the case. However, the parties testified to the complexities in the division of the real property, and the conditions of the property that made division or partition in kind impracticable and inexpedient. There was evidence in the record from which the Court found that valuation and partition in kind was rendered highly difficult in view of the facts that: a large tract of the property in question is landlocked with access by an exclusive easement making all but one of the parcels created by a subdivision unmarketable and undevelopable; because all but one would lack a legal access; the tract on Dry Branch tract (Weston) is landlocked; evidence that the county would not approve land that is landlocked to be subdivided, which evidence was admitted without objection.

5. Defendants contended that the Court erred by taking judicial notice of certain documents captioned "Receipts and Releases" filed in and part of the Probate Court Record. However, upon the hearing held on November 1, 2011, Defendants offered no reason why the Court should not have considered the documents which were a part of the Probate Court's Records reliable and capable of accurate and ready determination as

provided for by SC Rule of Evidence 201. It was clear from the presentations at the hearing, as well as from the Record Transcript, that Defendants were aware of the documents since before the case began, having been signatories to them, and that the Defendants had themselves sought judicial notice of certain Probate Court Records during the trial as well. Rule 201 provides for opportunity for a party to be heard with respect to matters on which judicial notice has been taken, even after such notice has been taken. Hence, the hearing of November 1 served as such opportunity, and at the hearing, Defendants did not present any convincing reason why the matters which were considered under judicial notice should not have been so taken. No question as to the accuracy or authenticity or reliability was raised. Finally, such materials were not critical to, but were merely supportive of, the Court's Order as indicated in the Order itself.

6. Defendants also contended that the Court erred in not "crediting" Defendants with funds paid to Plaintiff, which funds were found by this Court to have been paid by the siblings in regard to costs of the Estate of Willie Brown. However, the evidence was clear that such monies were paid toward the costs of the Estate of Willie Brown and that such costs exceeded the collective, actual contributions of the Defendant siblings together with Plaintiff's share of same. The evidence did not support this contention by Defendants in this regard, and furthermore, such claims relate to personal property and to an estate, and not to the partition of real estate before me.

7. Defendants also contended that the Court erred in not "charging" the Plaintiff as part of the accounting with items of personal property of the Estate of Willie Brown, on the premise that the personal property had been converted by Plaintiff. However, the evidence did not support this claim of Defendants; furthermore, such claims relate to

personal property and an estate, and not to the partition of real estate before me.

8. Defendants also contended that the Court erred in finding Plaintiff was entitled to credit of \$4,000.00 for grass cutting and maintenance. However, there was evidence in the record supporting such charges.

9. Defendants contended that the Court erred in award an attorneys' fee of \$21,503.33. However, the record submitted at the hearing did support the fee award, and subsequent charges were properly documented. Defendants have not pointed to any reason why the amount of time or the actual fee rate or charges were not appropriate. Defendants also contended that "most of the time Plaintiff's counsel spent in this matter was due in large part due to the fault of the Plaintiff," however, this Court does not agree with that conclusion.

10. Defendants claimed that the Court erred in awarding the Plaintiff an attorneys' fee in the amount of \$21,503.33 by failing to make explicit findings regarding: The nature, extent and difficulty of the legal services rendered; the time and labor necessarily devoted to the case; the professional standing of counsel; the contingency of compensation; the fee customarily charged in the locality for similar services; and the beneficial results obtained. However, Under S.C. Code Ann. § 15-61-110, the Court may fix the attorneys' fees in all partition proceedings, and may, as equitable, assess such fees against any or all of the parties in interest. In this case, the Court ordered and assessed an equal amount of the Plaintiff's total attorneys fees as against each of the Family Defendants, as such was equitable, giving the reasons for such conclusion. Although the governing statute on partition authorizes the fee and expense award as Ordered, I do find that, having given due consideration of the factors set forth above, the evidence did in

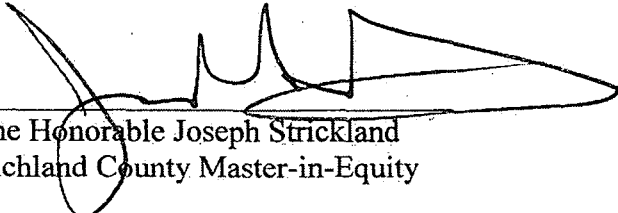
fact fully support the fee award as Ordered, based on the evidence presented.

11. Defendants also contended that the Court erred by ordering a public sale of the property, rather than a private sale or a sale with a minimum bid. However, Defendants did not urge the court during the case to consider either a private sale or a minimum bid; further, no evidence was presented on the issue other than the evidence supporting Plaintiff's claim for a partition in kind.

12. Defendants also made arguments that merely repeated the arguments made at trial regarding the evidence and conclusions to be drawn. These motions are denied.

For the reasons stated herein, based on the arguments and matters presented, the Defendants' motions are DENIED.

IT IS SO ORDERED THIS 18th DAY OF Nov., 2011.



The Honorable Joseph Strickland
Richland County Master-in-Equity

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Gregory Brown,)

Plaintiff)

vs.)

Civil Action Number:2009-CP-40-

COMPLAINT

Non-Jury Equity

Willie Brown, Jr., Charles Brown,)

Joe Brown, Nellie Brown Boyd, Vivian)

Brown Dowdy, First Federal, and First)

Financial Holdings, Inc.)

Defendants)

JEANETTE W. McBRIDE
C.C.P. & C.S.

2009 OCT 15 PM 4:56

RICHLAND COUNTY
CLERK OF COURT

The Plaintiff, Gregory Brown, through his undersigned attorneys, hereby petitions the Court and alleges as follows:

THE PARTIES

1. Plaintiff Gregory Brown is a citizen and resident of Richland County and is an owner of an undivided one-sixth (1/6) interest in real estate situated in Richland County South Carolina described in Exhibit A attached hereto and incorporated by reference herein ("the Property").

2. Upon information and belief, Defendants Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy are each owners of an undivided one-sixth (1/6) interest in the Property, along with Plaintiff.

3. First Federal, a subsidiary of First Financial Holdings, Inc., is the sole mortgagee of the Property, holding a mortgage in the approximate amount of \$ 8543.12 as of October 14, 2009.

JURISDICTION AND VENUE

4. This action is brought pursuant to S.C. Code Ann. § 15-61-10 to obtain partition of real property.

5. This Court has jurisdiction of this matter pursuant to S.C. Code Ann. § 15-61-50.

6. Venue is proper in this county pursuant to S.C. Code Ann. § 15-7-10(2) since the Property is located within the County of Richland, State of South Carolina.

FOR A FIRST CAUSE OF ACTION: PARTITION

7. Plaintiff incorporates paragraphs 1 through 6 as if set forth herein verbatim.

8. On September 11, 2006 the Property was conveyed to Plaintiff and Defendants by deeds, recorded in Book 1257-540 and 1257-542 in Richland County, as a result of the last will and testament of Willie Brown, Sr., whose estate was administered in the Probate Court for Richland County, South Carolina in File #2005 ES40-01505.

9. Upon information and belief, Plaintiff and Defendants are tenants in common, each owning an undivided one-sixth (1/6) interest in the Property.

10. Upon information and belief, the Property consists of a 29 acre tract of land with a 934 square foot concrete block structure and a 41.5 acre tract of undeveloped land.

11. Due to the nature of the Property, the domiciles of the co-owners and the inability or hardship incurred between Plaintiff and Defendants to manage the property in a manner suitable and fair to all, it would neither be possible nor practical for Plaintiff and Defendants to continue to own the Property jointly.

12. The Property should be partitioned equitably and distributed among the tenants in common according to his or her interest after accounting for the respective contributions of each tenant in common for the maintenance of the Property and servicing of the mortgage and the costs of sale, including attorney's fees and costs of this action.

FOR A SECOND CAUSE OF ACTION: ACCOUNTING

13. Plaintiff incorporates paragraphs 1 through 12 as if set forth herein verbatim.

14. That over the years the Plaintiff has advanced his personal funds in order to pay expenses, including but not limited to taxes, insurance and mortgage payments on the Property in order to protect the value of the Property.

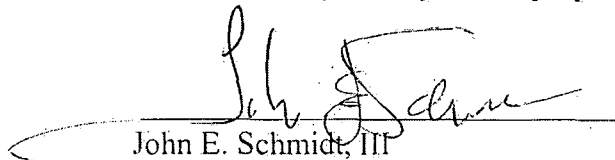
15. That the Defendants have agreed to pay, and are otherwise obligated to pay, but have failed to pay Plaintiff their portion of the funds necessary for the preservation of the Property including those described in paragraph 14 above.

16. That the Plaintiff, under information and belief, is entitled to a judgment against Defendants for their portion of all sums found to be due and owing on the Property as well as the costs of this action, including attorney's fees.

17. Further, Plaintiff is entitled to be granted such additional shares of the Property as are necessary to make him whole with respect to the expenses of the Property he has paid for maintenance of the Property in order to sustain its value for all parties.

WHEREFORE, Plaintiff prays that the court determine all sums due him by the Defendants to be calculated, determined and a judgment for said amount be entered against Defendants, and Plaintiff prays for an order granting:

- a) Partition of the Property in kind;
- b) Payment of the costs of this action, including Plaintiff's attorney's fees, be distributed between the parties in equal part, with such additional shares of the Property to be granted to Plaintiff as may be necessary to make him whole with respect to the expenses of the Property he has paid for maintenance of the Property in order to sustain its value for all parties;
- c) An award to Plaintiff of the amounts due to him by Defendants which he incurred to the benefit of Defendants in order to maintain the property and service the mortgage on it;
- d) Such other and further relief as the Court may deem just and proper.



John E. Schmidt, III

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P.O. Box 11547

Columbia, SC 29201 (29211)

803.748.1342 (phone)

803.748.1210 (fax)

ATTORNEYS FOR PLAINTIFF

NON-JURY

10/15/09

EXHIBIT A

The following described properties constitute the Property:

ALL that certain piece, parcel or tract of land situate lying and being at Weston Station, County of Richland and State of South Carolina, MEASURING AND CONTAINING Forty-One and Five-Tenths (41.5) acres, and having metes, bounds, courses, distances, content and delineations as follows, to wit: Commencing at a point common on the locus, lands of James Harris and lands of Southern Railroad N. $37\frac{1}{2}$ degrees E. a distance of One Thousand (1000) feet along lands of James Harris to a point; thence N. $54\frac{1}{2}$ degrees W. a distance of Seventeen Hundred Twenty (1720) feet, more or less, along lands formerly of William Arthur now Lipscomb; thence S. $52\frac{1}{4}$ degrees W. a distance of Five Hundred Eleven (511) feet along lands of Garrick Estate to a point; thence S. $25\frac{1}{4}$ degrees W. a distance of Five Hundred Fifty-Two (552) feet along lands formerly the estate of Eli Goodwin to a point; thence a southeasterly direction along the right-of-way of Southern Railroad a distance of Seventeen Hundred Thirty-Nine (1739) feet, more or less, to the point of beginning. All of which is more fully shown on a plat of 41.5 acres at Weston Station Property of Willie Brown, made by Jas. C. Covington, C.E., on the 15th day of October, 1956.

TMS # 27400-03-19

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the northern side of the Bluff Road (S.C. Highway No. 48), about 1.7 miles southeast of the City of Columbia, in the County of Richland, in the State of South Carolina, containing twenty-nine (29) acres, more or less, and being bounded as follows: on the north and east by property now or formerly of William Arthur; on the south by said Highway No. 48; and on the west by county road; and being the identical property heretofore conveyed to William Brown by W.D. Vermer, by deed dated 16 August, 1947 and recorded in the office of the Clerk of Court for Richland County, S.C., in Deed Book 6, at page 418.

TMS # 27300-03-18

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	
Gregory Brown,	)	Civil Action Number:CP-40-07385
Plaintiff	)	
vs.	)	AMENDED COMPLAINT
	)	Non-Jury Equity
	)	
	)	
Willie Brown, Jr., Charles Brown,	)	
Joe Brown, Nellie Brown Boyd, Vivian	)	
Brown Dowdy, First Federal, and First	)	
Financial Holdings, Inc.	)	
Defendants	)	
_____	)	

The Plaintiff, Gregory Brown, through his undersigned attorneys, hereby petitions the Court by way of this Amended Complaint and alleges as follows:

THE PARTIES

1. Plaintiff Gregory Brown is a citizen and resident of Richland County and is an owner of an undivided one-sixth (1/6) interest in real estate situated in Richland County South Carolina described in Exhibit A attached hereto and incorporated by reference herein ("the Property").
2. Upon information and belief, Defendants Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy are each owners of an undivided one-sixth (1/6) interest in the Property, along with Plaintiff.
3. First Federal, a subsidiary of First Financial Holdings, Inc., is the sole mortgagee of the Property, holding a mortgage in the approximate amount of \$ 8543.12 as of October 14, 2009.

JURISDICTION AND VENUE

4. This action is brought pursuant to S.C. Code Ann. § 15-61-10 to obtain partition of real property.
5. This Court has jurisdiction of this matter pursuant to S.C. Code Ann. § 15-61-50.
6. Venue is proper in this county pursuant to S.C. Code Ann. § 15-7-10(2) since the Property is located within the County of Richland, State of South Carolina.

FOR A FIRST CAUSE OF ACTION: PARTITION

7. Plaintiff incorporates paragraphs 1 through 6 as if set forth herein verbatim.
8. On September 11, 2006 the Property was conveyed to Plaintiff and Defendants by deeds, recorded in Book 1257-540 and 1257-542 in Richland County, as a result of the last will and testament of Willie Brown, Sr., whose estate was administered in the Probate Court for Richland County, South Carolina in File #2005 ES40-01505.
9. Upon information and belief, Plaintiff and Defendants are tenants in common, each owning an undivided one-sixth (1/6) interest in the Property.
10. Upon information and belief, the Property consists of a 29 acre tract of land with a 934 square foot concrete block structure and a 41.5 acre tract of undeveloped land.
11. Due to the nature of the Property, the domiciles of the co-owners and the inability or hardship incurred between Plaintiff and Defendants to manage the property in a manner suitable and fair to all, it would neither be possible nor practical for Plaintiff and Defendants to continue to own the Property jointly.
12. The Property should be partitioned in kind or by sale, and the proceeds, after all expenses, fees costs and fees and costs of this action, as well as outstanding expenses and

mortgages are paid by the parties or from the proceeds of the partition sale, be equitably and distributed among the tenants in common according to his or her interest after accounting for the respective contributions of each tenant in common for the maintenance of the Property and servicing of the mortgage and the costs of sale, including attorney's fees and costs of this action.

FOR A SECOND CAUSE OF ACTION: ACCOUNTING

13. Plaintiff incorporates paragraphs 1 through 12 as if set forth herein verbatim.

14. That over the years the Plaintiff has advanced his personal funds in order to pay expenses, including but not limited to taxes, insurance and mortgage payments on the Property in order to protect the value of the Property.

15. That the Defendants have agreed to pay, and are otherwise obligated to pay, but have failed to pay Plaintiff their portion of the funds necessary for the preservation of the Property including those described in paragraph 14 above.

16. That the Plaintiff, under information and belief, is entitled to a judgment against Defendants for their portion of all sums found to be due and owing on the Property as well as the costs of this action, including attorney's fees.

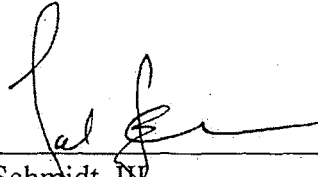
17. Further, if partition is made in kind, rather than by sale, that Plaintiff is entitled to be granted such additional shares of the Property as are necessary to make him whole with respect to the expenses of the Property he has paid for maintenance of the Property in order to sustain its value for all parties; otherwise, if partition shall be made by sale, that Plaintiff's costs, fees and expenses and payments made to protect the value of the

property, and of bringing this suit, be paid from the proceeds of sale prior to distribution to the parties of their equal shares.

WHEREFORE, Plaintiff prays that the court determine all sums due him by the Defendants to be calculated, determined and a judgment for said amount be entered against Defendants, and Plaintiff prays for an order granting:

- a) Partition of the Property in kind or by sale, as the court may deem equitable and just;
- b) Payment of the costs of this action, including Plaintiff's attorney's fees, be distributed between the parties in equal part, with such additional shares of the Property to be granted to Plaintiff as may be necessary to make him whole with respect to the expenses of the Property he has paid for maintenance of the Property in order to sustain its value for all parties;
- c) An award to Plaintiff of the amounts due to him by Defendants which he incurred to the benefit of Defendants in order to maintain the property and service the mortgage on it;
- d) Such other and further relief as the Court may deem just and proper.

{SIGNATURE TO FOLLOW}



John E. Schmidt, III

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Melissa J. Copeland

S.C. Bar No. 5904

Missy.copeland@thesclawfirm.com

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803.748.1210 (fax)

ATTORNEYS FOR PLAINTIFF

10-25-10

NON-JURY

EXHIBIT A

The following described properties constitute the Property:

ALL that certain piece, parcel or tract of land situate lying and being at Weston Station, County of Richland and State of South Carolina, MEASURING AND CONTAINING Forty-One and Five-Tenths (41.5) acres, and having metes, bounds, courses, distances, content and delineations as follows, to wit: Commencing at a point common on the locus, lands of James Harris and lands of Southern Railroad N. $37\frac{1}{2}$ degrees E. a distance of One Thousand (1000) feet along lands of James Harris to a point; thence N. $54\frac{1}{2}$ degrees W. a distance of Seventeen Hundred Twenty (1720) feet, more or less, along lands formerly of William Arthur now Lipscomb; thence S. $52\frac{1}{4}$ degrees W. a distance of Five Hundred Eleven (511) feet along lands of Garrick Estate to a point; thence S. $25\frac{1}{4}$ degrees W. a distance of Five Hundred Fifty-Two (552) feet along lands formerly the estate of Eli Goodwin to a point; thence a southeasterly direction along the right-of-way of Southern Railroad a distance of Seventeen Hundred Thirty-Nine (1739) feet, more or less, to the point of beginning. All of which is more fully shown on a plat of 41.5 acres at Weston Station Property of Willie Brown, made by Jas. C. Covington, C.E., on the 15th day of October, 1956.

TMS # 27400-03-19

ALL that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the northern side of the Bluff Road (S.C. Highway No. 48), about 17 miles southeast of the City of Columbia, in the County of Richland, in the State of South Carolina, containing twenty-nine (29) acres, more or less, and being bounded as follows: on the north and east by property now or formerly of William Arthur; on the south by said Highway No. 48; and on the west by county road; and being the identical property heretofore conveyed to William Brown by W.D. Vermer, by deed dated 16 August, 1947 and recorded in the office of the Clerk of Court for Richland County, S.C., in Deed Book 6, at page 418.

TMS # 27300-03-18

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WILLIE BROWN
1117 WESTON RD
HOPKINS SC 29061-8990

12/28/05	Escrow Disbursement	17.26	17,413.87
1/01/06	Late Charge Assessed	11.96	17,413.87
1/04/06	Late Charge Payment	11.96	17,413.87
1/04/06	Regular Payment	266.10	17,413.87
1/04/06	Interest Payment	114.13	17,413.87
1/04/06	Principal Payment	125.05	17,288.82
1/04/06	Escrow Balance Increase	26.92	17,288.82
1/04/06	Principal Payment	221.94	17,066.88
1/31/06	Late Charge Assessed	11.96	17,066.88
2/06/06	Regular Payment	300.00	17,066.88
2/06/06	Interest Payment	117.48	17,066.88
2/06/06	Principal Payment	121.70	16,945.18
2/06/06	Escrow Balance Increase	30.97	16,945.18
2/06/06	Late Charge Payment	11.96	16,945.18
2/06/06	Principal Payment	17.89	16,927.29
2/28/06	Regular Payment	300.00	16,927.29
2/28/06	Interest Payment	115.69	16,927.29
2/28/06	Principal Payment	123.49	16,803.80
2/28/06	Escrow Balance Increase	30.97	16,803.80
2/28/06	Principal Payment	29.85	16,773.95
3/31/06	Late Charge Assessed	11.96	16,773.95
4/05/06	Regular Payment	300.00	16,773.95
4/05/06	Interest Payment	103.38	16,773.95
4/05/06	Principal Payment	135.80	16,638.15
4/05/06	Escrow Balance Increase	30.97	16,638.15
4/05/06	Late Charge Payment	11.96	16,638.15
4/05/06	Principal Payment	17.89	16,620.26
5/01/06	Late Charge Assessed	11.96	16,620.26
5/15/06	Late Charge Waived	11.96	16,620.26
5/15/06	Regular Payment	270.15	16,620.26
5/15/06	Interest Payment	113.63	16,620.26
5/15/06	Principal Payment	125.55	16,494.71
5/15/06	Escrow Balance Increase	30.97	16,494.71
5/15/06	Regular Payment	270.15	16,494.71
5/15/06	Interest Payment	109.28	16,494.71
5/15/06	Principal Payment	129.90	16,364.81
5/15/06	Escrow Balance Increase	30.97	16,364.81
5/15/06	Principal Payment	59.70	16,305.11
6/02/06	Regular Payment	300.00	16,305.11
6/02/06	Interest Payment	64.33	16,305.11
6/02/06	Principal Payment	174.85	16,130.26
6/02/06	Escrow Balance Increase	30.97	16,130.26
6/02/06	Principal Payment	29.85	16,100.41
7/10/06	Regular Payment	300.00	16,100.41
7/10/06	Interest Payment	151.74	16,100.41
7/10/06	Principal Payment	87.44	16,012.97
7/10/06	Escrow Balance Increase	30.97	16,012.97

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WILLIE BROWN
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7/10/06	Principal Payment	29.85	15,983.12
8/04/06	Regular Payment	300.00	15,983.12
8/04/06	Interest Payment	69.94	15,983.12
8/04/06	Principal Payment	169.24	15,813.88
8/04/06	Escrow Balance Increase	30.97	15,813.88
8/04/06	Principal Payment	29.85	15,784.03
9/06/06	Regular Payment	600.00	15,784.03
9/06/06	Interest Payment	114.16	15,784.03
9/06/06	Principal Payment	125.02	15,659.01
9/06/06	Escrow Balance Increase	30.97	15,659.01
9/06/06	Principal Payment	329.85	15,329.16
10/02/06	Regular Payment	270.15	15,329.16
10/02/06	Interest Payment	87.36	15,329.16
10/02/06	Principal Payment	151.82	15,177.34
10/02/06	Escrow Balance Increase	30.97	15,177.34
10/02/06	Principal Payment	29.85	15,147.49
11/01/06	Regular Payment	300.00	15,147.49
11/01/06	Interest Payment	99.60	15,147.49
11/01/06	Principal Payment	139.58	15,007.91
11/01/06	Escrow Balance Increase	30.97	15,007.91
11/01/06	Principal Payment	29.85	14,978.06
12/01/06	Regular Payment	267.82	14,978.06
12/01/06	Interest Payment	98.48	14,978.06
12/01/06	Principal Payment	140.70	14,837.36
12/01/06	Escrow Balance Increase	28.64	14,837.36
12/01/06	Principal Payment	32.18	14,805.18
1/02/07	Regular Payment	267.82	14,805.18
1/02/07	Interest Payment	103.84	14,805.18
1/02/07	Principal Payment	135.34	14,669.84
1/02/07	Escrow Balance Increase	28.64	14,669.84
1/02/07	Principal Payment	32.18	14,637.66
1/05/07	Escrow Disbursement	117.26	14,637.66
2/01/07	Regular Payment	300.00	14,637.66
2/01/07	Interest Payment	96.25	14,637.66
2/01/07	Principal Payment	142.93	14,494.73
2/01/07	Escrow Balance Increase	28.64	14,494.73
2/01/07	Principal Payment	32.18	14,462.55
3/01/07	Regular Payment	300.00	14,462.55
3/01/07	Interest Payment	88.76	14,462.55
3/01/07	Principal Payment	150.42	14,312.13
3/01/07	Escrow Balance Increase	28.64	14,312.13
3/01/07	Principal Payment	32.18	14,279.95
4/02/07	Regular Payment	300.00	14,279.95
4/02/07	Interest Payment	100.15	14,279.95
4/02/07	Principal Payment	139.03	14,140.92
4/02/07	Escrow Balance Increase	28.64	14,140.92
4/02/07	Principal Payment	32.18	14,108.74

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WILLIE BROWN
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5/01/07	Regular Payment	300.00	14,108.74
5/01/07	Interest Payment	89.68	14,108.74
5/01/07	Principal Payment	149.50	13,959.24
5/01/07	Escrow Balance Increase	28.64	13,959.24
5/31/07	Principal Payment	32.18	13,927.06
5/31/07	Regular Payment	300.00	13,927.06
5/31/07	Interest Payment	91.57	13,927.06
5/31/07	Principal Payment	147.61	13,779.45
5/31/07	Escrow Balance Increase	28.64	13,779.45
5/31/07	Principal Payment	32.18	13,747.27
7/02/07	Regular Payment	300.00	13,747.27
7/02/07	Interest Payment	96.42	13,747.27
7/02/07	Principal Payment	142.76	13,604.51
7/02/07	Escrow Balance Increase	28.64	13,604.51
7/02/07	Principal Payment	32.18	13,572.33
8/02/07	Regular Payment	300.00	13,572.33
8/02/07	Interest Payment	92.22	13,572.33
8/02/07	Principal Payment	146.96	13,425.37
8/02/07	Escrow Balance Increase	28.64	13,425.37
8/02/07	Principal Payment	32.18	13,393.19
9/07/07	Regular Payment	300.00	13,393.19
9/07/07	Interest Payment	105.68	13,393.19
9/07/07	Principal Payment	133.50	13,259.69
9/07/07	Escrow Balance Increase	28.64	13,259.69
9/07/07	Principal Payment	32.18	13,227.51
10/01/07	Regular Payment	300.00	13,227.51
10/01/07	Interest Payment	69.58	13,227.51
10/01/07	Principal Payment	169.60	13,057.91
10/01/07	Escrow Balance Increase	28.64	13,057.91
10/01/07	Principal Payment	32.18	13,025.73
11/05/07	Regular Payment	300.00	13,025.73
11/05/07	Interest Payment	99.92	13,025.73
11/05/07	Principal Payment	139.26	12,886.47
11/05/07	Escrow Balance Increase	28.64	12,886.47
11/05/07	Principal Payment	32.18	12,854.29
11/30/07	Regular Payment	300.00	12,854.29
11/30/07	Interest Payment	70.44	12,854.29
11/30/07	Principal Payment	168.74	12,685.55
11/30/07	Escrow Balance Increase	28.64	12,685.55
11/30/07	Principal Payment	32.18	12,653.37
12/13/07	Escrow Disbursement	317.26	12,653.37
12/31/07	Regular Payment	300.00	12,653.37
12/31/07	Interest Payment	85.97	12,653.37
12/31/07	Principal Payment	153.21	12,500.16
12/31/07	Escrow Balance Increase	26.82	12,500.16
12/31/07	Principal Payment	34.00	12,466.16
1/31/08	Regular Payment	300.00	12,466.16

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WILLIE BROWN
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1/31/08	Interest Payment	84.48	12,466.16
1/31/08	Principal Payment	154.70	12,311.46
1/31/08	Escrow Balance Increase	26.82	12,311.46
1/31/08	Principal Payment	34.00	12,277.46
2/28/08	Regular Payment	300.00	12,277.46
2/28/08	Interest Payment	75.14	12,277.46
2/28/08	Principal Payment	164.04	12,113.42
2/28/08	Escrow Balance Increase	26.82	12,113.42
2/28/08	Principal Payment	34.00	12,079.42
4/01/08	Regular Payment	300.00	12,079.42
4/01/08	Interest Payment	87.13	12,079.42
4/01/08	Principal Payment	152.05	11,927.37
4/01/08	Escrow Balance Increase	26.82	11,927.37
4/01/08	Principal Payment	34.00	11,893.37
5/06/08	Regular Payment	300.00	11,893.37
5/06/08	Interest Payment	90.99	11,893.37
5/06/08	Principal Payment	148.19	11,745.18
5/06/08	Escrow Balance Increase	26.82	11,745.18
5/06/08	Principal Payment	34.00	11,711.18
6/02/08	Regular Payment	300.00	11,711.18
6/02/08	Interest Payment	69.11	11,711.18
6/02/08	Principal Payment	170.07	11,541.11
6/02/08	Escrow Balance Increase	26.82	11,541.11
6/02/08	Principal Payment	34.00	11,507.11
6/30/08	Regular Payment	300.00	11,507.11
6/30/08	Interest Payment	70.43	11,507.11
6/30/08	Principal Payment	168.75	11,338.36
6/30/08	Escrow Balance Increase	26.82	11,338.36
6/30/08	Principal Payment	34.00	11,304.36
9/02/08	Regular Payment	300.00	11,304.36
9/02/08	Interest Payment	158.13	11,304.36
9/02/08	Principal Payment	81.05	11,223.31
9/02/08	Escrow Balance Increase	26.82	11,223.31
9/02/08	Principal Payment	34.00	11,189.31
9/30/08	Regular Payment	300.00	11,189.31
9/30/08	Interest Payment	68.49	11,189.31
9/30/08	Principal Payment	170.69	11,018.62
9/30/08	Escrow Balance Increase	26.82	11,018.62
9/30/08	Principal Payment	34.00	10,984.62
10/31/08	Regular Payment	300.00	10,984.62
10/31/08	Interest Payment	74.43	10,984.62
10/31/08	Principal Payment	164.75	10,819.87
10/31/08	Escrow Balance Increase	26.82	10,819.87
10/31/08	Principal Payment	34.00	10,785.87
12/01/08	Regular Payment	300.00	10,785.87
12/01/08	Interest Payment	73.08	10,785.87
12/01/08	Principal Payment	166.10	10,619.77

2,760

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WILLIE BROWN
1117 WESTON RD
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8/28/09	Principal Payment	34.00	8,704.14
9/30/09	Payment from ACH	300.00	8,704.14
9/30/09	Interest Payment	62.96	8,704.14
9/30/09	Principal Payment	176.22	8,527.92
9/30/09	Escrow Balance Increase	26.82	8,527.92
9/30/09	Principal Payment	34.00	8,493.92
11/02/09	Payment from ACH	300.00	8,493.92
11/02/09	Interest Payment	61.43	8,493.92
11/02/09	Principal Payment	177.75	8,316.17
11/02/09	Escrow Balance Increase	26.82	8,316.17
11/02/09	Principal Payment	34.00	8,282.17
12/01/09	Payment from ACH	300.00	8,282.17
12/01/09	Interest Payment	52.65	8,282.17
12/01/09	Principal Payment	186.53	8,095.64
12/01/09	Escrow Balance Increase	26.82	8,095.64
12/01/09	Principal Payment	34.00	8,061.64
12/22/09	Escrow Disbursement	317.26	8,061.64
12/31/09	Payment from ACH	300.00	8,061.64
12/31/09	Interest Payment	53.01	8,061.64
12/31/09	Principal Payment	186.17	7,875.47
12/31/09	Escrow Balance Increase	26.82	7,875.47
12/31/09	Principal Payment	34.00	7,841.47
1/29/10	Payment from ACH	300.00	7,841.47
1/29/10	Interest Payment	49.84	7,841.47
1/29/10	Principal Payment	189.34	7,652.13
1/29/10	Escrow Balance Increase	26.82	7,652.13
1/29/10	Principal Payment	34.00	7,618.13
2/23/10	Pay Legal/Attorney Fees	150.00	7,768.13
3/01/10	Payment from ACH	300.00	7,768.13
3/01/10	Interest Payment	51.96	7,768.13
3/01/10	Principal Payment	187.22	7,580.91
3/01/10	Escrow Balance Increase	26.82	7,580.91
3/01/10	Principal Payment	34.00	7,546.91
3/31/10	Payment from ACH	300.00	7,546.91
3/31/10	Interest Payment	49.62	7,546.91
3/31/10	Principal Payment	189.56	7,357.35
3/31/10	Escrow Balance Increase	26.82	7,357.35
3/31/10	Principal Payment	34.00	7,323.35
5/03/10	Payment from ACH	300.00	7,323.35
5/03/10	Interest Payment	52.97	7,323.35
5/03/10	Principal Payment	186.21	7,137.14
5/03/10	Escrow Balance Increase	26.82	7,137.14
5/03/10	Principal Payment	34.00	7,103.14
6/01/10	Payment from ACH	300.00	7,103.14
6/01/10	Interest Payment	45.15	7,103.14
6/01/10	Principal Payment	194.03	6,909.11
6/01/10	Escrow Balance Increase	26.82	6,909.11

#27 00

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Gregory Brown,)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Plaintiff,

vs.

Willie Brown, Jr., Charles Brown,)
Joe Brown, Nellie Brown Boyd,)
Vivian Brown Dowdy, First Federal,)
and First Financial Holdings, Inc.)
Defendants)

ANSWER TO AMENDED COMPLAINT

CASE NO.
2009-CP-40- 07385

FILED
2011 FEB 15 PM 3:26
JEANETTE W. HEBRIDE
C.C.P. & G.S.

Defendants Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd
and Vivian Brown Dowdy, hereby answer the Amended Complaint of the Plaintiff:

1. The allegations of Paragraph 1, 2, 3, 4, 5 and 6 are admitted.

AS TO THE FIRST CAUSE OF ACTION

2. Paragraph 1 of this Answer is re-alleged and incorporated herein by this reference.
3. With respect to the allegations of Paragraphs 8, 9, 10, the same are admitted.
4. With respect to the allegations in Paragraphs 11 and 12, these Defendants deny the need for partition and further allege that the Plaintiff has not presented a realistic proposal for the partition of the Property nor has he made a serious request for partition or division of the Property.
5. Further responding to Paragraph 12, these Defendants deny that partition should be ordered but, if Court should order that the Property be partitioned, then such partition

should be fair and equitable and these Defendants further deny that the distribution of the partitioned Property should be based on alleged contributions made by any of the co-tenants of the Property or for any costs of this action.

AS TO THE SECOND CAUSE OF ACTION

6. The allegations in Paragraphs 1 through 5 are re-alleged and incorporated herein by reference.

7. With respect to the allegations of Paragraph 14, these Defendants are without knowledge as to any contributions made by Plaintiff for the upkeep of the Property and therefore deny same and demand strict proof thereof.

8. With respect to the allegations of Paragraph 15, these Defendants deny same and allege that they have given sums of money to the Plaintiff for the upkeep and maintenance of the Property and that Plaintiff has not accounted to them for his use of such contributions.

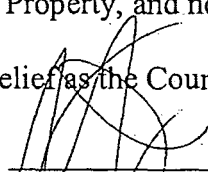
9. Further responding to Paragraph 15, these Defendants allege that Plaintiff, while serving as Personal Representative of the Estate of Willie Brown and after he was discharged, has never furnished these Defendants with an accurate accounting of funds received by him from them and other sources, including the sale of assets of the estate, and that Plaintiff should be required to account for all of such funds received by him.

10. Further responding to Paragraph 15, if Plaintiff has made contributions greater than those of the other co-tenants, then such contributions were voluntary and he is not entitled to repayment or credit for such contributions and further responding Defendants allege that any contributions made by Plaintiff in excess of those made by these Defendants was due to the failure of the Plaintiff to account for the monies given him by

these Defendants and his failure to share information concerning the expenses of the properties.

11. With respect to the allegations of Paragraph 16 and 17, the same are denied.

Wherefore, these Defendants having answered the Amended Complaint pray that the Complaint be dismissed with the costs and attorney's fees assessed against the Plaintiff or order an equitable distribution of the Property, and not award any attorney fees for such partition. and for such other further relief as the Court deems just and proper.



Gerald D. Jowers
Attorney for Defendants
1802 Sumter Street
Columbia, SC
803-765-9620

November 2, 2010

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Gregory Brown,

Plaintiff,

vs.

Willie Brown, Jr., Charles Brown,
Joe Brown, Nellie Brown Boyd,
Vivian Brown Dowdy, First Federal,
and First Financial Holdings, Inc.

Defendants

)
) IN THE COURT OF COMMON PLEAS
)

NOTICE OF MOTION AND MOTION

CASE NO.
2009-CP-40- 07385

RICHLAND COUNTY
FILED
2011 OCT 17 PM 3:59
DEANETTE W. McBRIDE
C.C.P. & G.S.

To: Counsel for Plaintiff

YOU WILL PLEASE TAKE NOTICE that Defendants Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy, by and through their undersigned attorney, will move as soon as practicable before the Court, pursuant to Rule 59 (e) of the South Carolina Rules of Civil Procedure for an Order to Alter or Amend the Order of the Honorable Joseph Strickland, Master-in-Equity for Richland County dated August 11, 2011 or in the alternative grant a new trial or rehearing pursuant to Rule 59 (a) of the South Carolina Rules of Civil Procedure on the following grounds:

1. The Court erred by failing to issue a Writ of Partition as provided by Rule 71(e) of the South Carolina Rules of Civil Procedure.
2. The Court erred by failing to make any findings as to why a Writ of Partition was not issued.

3. The Court erred in failing to issue a Writ of Partition because Partition was the relief sought by Plaintiff at the close of his direct examination (TR page 16, lines 23 through 25 and page 17, line 1)).

4. The Court erred in finding that “Because the parties have not agreed on a partition..”, the error being that division of the real property has not been the issue in the case. The real substantive issue was the accounting of funds contributed by these Defendants and property that the Plaintiff has mishandled and appropriated for his own use.

5. The Court erred in finding that a sale should be ordered “because the parties have not agreed on a partition...” said error being that commissioners appointed pursuant to a Writ of Partition could make an equitable division of the property.

6. The Court erred in ordering a sale as its ruling was based on the following finding:

“Because the parties have not agreed on a partition in kind; because valuation and partition in kind is rendered highly difficult in view of the fact that a large tract of the property in question is landlocked with access by an exclusive easement making all but one of the parcels created by a subdivision unmarketable and undevelopable because all but one would lack a legal access...”

The finding is erroneous for the following reasons:

- a. There was no evidence presented to support this finding.
- b. The testimony shows that the property subject to the action consists of two distinct and non-contiguous tracts. The evidence shows that the Clarkson Road tract can be easily partitioned. The tract on Dry Branch tract (Weston)

is landlocked but there was no evidence produced by Plaintiff that in his case in chief of this. Only in rebuttal did he say that “I have learned since this matter that the county will not approve land that’s landlocked to be subdivided.” There was not proof offered by representatives of the County that partition of this tract was not possible, only the hearsay of the Plaintiff and not proper testimony in rebuttal.

- c. Even if the Dry Branch property cannot be subdivided, the commissioners appointed pursuant to a Writ of Partition could use it as a possible way to allot ~~the~~ all of the real property among the parties.

7. The Court erred by taking judicial notice of certain documents captioned “Receipts and Releases” filed in the Probate Court (paragraph 19) and, attaching said documents as exhibits to the Order and using those documents in its decision, said error being the following:

- a. These documents were submitted by Plaintiff’s counsel with a proposed order after the hearings in this matter. These documents were not produced by Plaintiff pursuant to discovery requests made by these Defendants and by submitting post hearing and ex parte, this deprived these Defendants of their right to argue against the admission and consideration of the documents, deprived them of there right to explain and argue against the admissibility of these documents.

- b. These documents do not qualify as matters that the Court may take judicial notice of pursuant to Rule 201 (b) of the South Carolina Rules of Evidence and the use by

the Court in making its decision violates Rule 201 (e) that gives Defendant the opportunity to be heard before judicial notice is taken.

8. The Court erred in not crediting these Defendants with the funds that they gave to Plaintiff, said error being the testimony shows that these funds were given to Plaintiff by check made payable to the Plaintiff and not to the Estate and were deposited in Plaintiff's personal account and had nothing to do with personal property or the probating of the Estate.

9. The Court erred in finding that the \$10,778.00 in contributions made by these Defendants to Plaintiff "...related to personal property of the estate of Willie Brown, Sr. (as opposed to the real estate issue before me), were made as a part of the probate process and were handled under the direction of the Probate Court." The error being as follows:

- a. There is no testimony to support such a finding.
- b. The payments made by these Defendants were made to Plaintiff individually and not as Personal Representative, the payments were deposited in Plaintiff's personal bank account, commingled with the funds of his family.
- c. There was no personal property for which any of these Defendants would give money to the estate.
- d. The Plaintiff did not report these contributions by these Defendants to the Probate Court.

10. The Court erred in not charging the Plaintiff as part of the accounting with numerous items of personal property that have an estimated value of \$11,200.00 that he has retained in his possession since the death of Willie Brown in 2005 and for over three

years since he was discharged as Personal Representative of the Estate of Willie Brown. The length of time that he has held this property shows his intent to appropriate these items for his own use to the detriment of these Defendants.

11. The Court erred in not considering all contributions made by these Defendants to Plaintiff that total \$10,778.00 as well as personal property of the estate having a value of \$11,200.00 that Plaintiff has kept in his exclusive possession since the death of Willie Brown in 2005. The Plaintiff in the Complaint and Amended Complaint asks for an accounting as a second cause of action and a proper accounting consists of all transactions between the parties and not just the one that suit the Plaintiff's theory of his case. Also, the Court in its Order gave Plaintiff credit for payments made by him prior to the closing of the Estate but did not give these Defendant similar credit. These Defendants are entitled in equity to the same treatment.

12. The Court erred in finding Plaintiff's was entitled to credit of \$4,000.00 for grass cutting and maintenance as there is no factual basis for this in the record.

13. The Court erred in award an attorney's fee of \$21,503.33. The error being as follows:

a. The affidavit of Plaintiff's counsel was not produced during open Court nor requested during open Court so these Defendants were not given an opportunity to argue against the amount awarded.

b. The amount of the fee award was disproportionate to a fee in a partition action. Most of the time Plaintiff's counsel spent in this matter was due in large part due to the fault of the Plaintiff. The Plaintiff as Personal Representative of the Estate of Willie Brown failed to maintain proper financial records, failed to open an estate account,

commingled funds given him by the Defendants and failed to properly account for his actions, all of which necessitated most if not all of this case to be one for an accounting. There was little or no testimony concerning the issue of partition or sale. An award of an attorney fee is not proper nor permitted in an accounting action.

14. The Court erred in awarding the Plaintiff an attorney's fee in the amount of \$21,503.33 by failing to make the findings required by Baron Data Systems v. Loter, 377 SE2nd 296 (SC 1989) to wit:

- a. The nature, extent and difficulty of the legal services rendered;
- b. The time and labor necessarily devoted to the case;
- c. The professional standing of counsel;
- d. The contingency of compensation;
- e. The fee customarily charged in the locality for similar services;
- f. The beneficial results obtained.

15. The Court erred in awarding the Plaintiff attorney fees in this matter.

The reasons are as follows:

a. Plaintiff as Personal Representative of the Estate of Willie Brown was given the power by the Last Will of Willie Brown to "allot" and or "sell" the property of the estate.

b. Section 62-3-703 (a) of the Code provides that

"A personal representative has a duty to settle and distribute the assets of the decedent in accordance with the terms of a probated and effective will and this Code and as expeditiously and efficiently as is consistent with the best interests of the estate."

Section 62-3-711(a) provides in part:

“a personal representative has the same power over the title to property of the estate that an absolute owner would have...” and “...this power may be exercised without notice, hearing or order of court.”

d. Plaintiff as Personal Representative did not do his duty as defined by the above Code sections and should not be allowed to hide behind claims of lack of agreement among the heirs or that the Probate Court forced a family agreement on them. The Plaintiff's failure to perform his duties as Personal Representative for over two years prompted the Probate Court to demand the family agreement that the parties would subsequently agree to a division. Plaintiff's malfeasance as Personal Representative created the confused financial mess that necessitated this legal action to sort out the rights of the parties. The case is an action for an accounting first and foremost and an award of attorney fees to the Plaintiff is not justified.

16. The Court erred by ordering a public sale of the property, said error being that a private sale handled by real estate brokers would be more beneficial to the parties.

17. The Court erred by ordering a public sale without a minimum bid, said error being a minimum bid is necessary to protect the interests of the parties.



Gerald D. Jowers
Attorney for Plaintiff
1802 Sumter Street
Columbia, SC 29201
765-9620

October 17, 2011

1 GREGORY BROWN, being duly sworn, testifies as follows:
2 MR. GREGORY BROWN - DIRECT EXAMINATION BY MR. SCHMIDT:
3 Q: Please, give us your name, sir.
4 A: Gregory Brown.
5 Q: Okay. And where do you live?
6 A: Hopkins, South Carolina. 1117 Weston Road, Hopkins,
7 South Carolina.
8 Q: And how long have you lived in Hopkins?
9 A: I was born there, and moved back to that area after
10 about a 20-year military and corporate career.
11 Moved back in 1995, and I've been there ever since
12 1995.
13 Q: Okay. Are you married, sir?
14 A: Yes, I am.
15 Q: And tell me just a minute about your wife, just who
16 she is and what's her background.
17 A: My wife is Dr. Kerry White Brown, she's an
18 orthodontist. We have one son out of that union,
19 and I don't know if I mentioned but she's from
20 Charleston, South Carolina.
21 Q: Okay, thank you, sir. Now, I want to direct you to
22 the matter in question today. I understand that you
23 were the executor of your father's estate, is that
24 correct?
25 A: That is correct.

13

1 Q: And your father's name was?
2 A: Willie Brown, Senior.
3 Q: Okay, sir. And was that estate closed in 2008?
4 A: Yes, to the best of my recollection.
5 Q: And I believe that the defendants offered an exhibit
6 which is the order closing the estate. I'll show
7 this to your attention. It'll be Defendant's
8 Exhibit Five, and ask if you recognize that, sir.
9 A: Yes, I do.
10 Q: Okay. And is that the order to close the estate?
11 A: Yes.
12 Q: And what's the date of that?
13 A: The stamped date is February 5th, 2008.
14 Q: Thank you very much. Now, as a part of that
15 proceeding there were two pieces of property which
16 were distributed by deeds of distribution, do you
17 recall that?
18 A: Yes, I do.
19 Q: Okay. I'm going to show you those, which are marked
20 as exhibits from plaintiff, and ask you to identify
21 them. They would be Plaintiff's Four and Five. And
22 if you could just identify the name of the exhibit
23 and what the ... a way to describe the property, for
24 example by the road that it's on.
25 A: Okay.

1 Q: So is Exhibit Four for which address?
2 A: Exhibit Four is West South Dry Branch Road.
3 Q: Okay. And that's a deed of distribution to Gregory
4 Brown, Willie Brown, Jr., Charles Brown, Joe Brown,
5 Nellie Boyd Brown and Vivian Brown Dowdy, is that
6 correct?
7 A: That's correct.
8 Q: Okay. And let's see, if you turn over, the date is
9 September 11, 2006; is that correct?
10 A: That's correct.
11 Q: All right, sir. And the next exhibit, Number what?
12 A: Five.
13 Q: Is for which address?
14 A: 2643 Clarkson Road, Hopkins, South Carolina.
15 Q: Okay. And that was distributed to the same
16 individuals?
17 A: That's correct.
18 Q: And that's you and your brothers and sisters, right?
19 A: That's correct.
20 Q: And the date of that distribution is also September
21 11, 2006; is that right?
22 A: That's correct.
23 Q: Okay.
24 MR. SCHMIDT: I'd like to go ahead and move into evidence
25 Exhibits Four and Five, as well Defendants' Five.

1 MR. JOWERS: No objection, Your Honor.
2 THE COURT: Okay, your motion's granted.
3 (Plaintiff's Exhibit Numbers Four and Five were
4 entered into the record.)
5 (Defendants' Exhibit Number Five was entered into the
6 record.)
7 MR. SCHMIDT: Thank you, Your Honor.
8 Q: Okay. Now, at some point did you and your siblings
9 reach an agreement regarding how the real estate,
10 which is in question in those two exhibits we just
11 admitted, would be handled?
12 A: We had several ...
13 Q: By a family agreement?
14 A: We had several conversations in terms of ways that
15 it could be, but there could never be an agreement.
16 Q: You never actually reached an agreement on dividing
17 the property?
18 A: Absolutely. Well ... absolutely. Well, initially
19 the issue was ...
20 Q: Let me correct my question.
21 A: Okay.
22 Q: Make it more simple for you. I'm going to ask you
23 to identify Plaintiff's Exhibit Number One, please.
24 A: Okay.
25 Q: Tell me what that is.

1 A: This is a private family agreement that was agreed
2 to in terms of how we would resolve all the matters
3 after the probate was closed.

4 Q: Okay.-----In Exhibit Number One, Plaintiff's Number
5 One, does it show the signatures of each of your
6 brothers and sisters, as well as yourself, to this
7 agreement?

8 A: That's correct.

9 Q: Okay. And if you would publish for the Court,
10 please, paragraph five of that agreement. Just read
11 that.

12 A: "That the parties understand and realize that each
13 heir has the right to institute an action of
14 partition should the real properties cannot be
15 equitably divided."

16 Q: Okay.

17 MR. SCHMIDT: At this time, Your Honor, I'd move Exhibit
18 Number One into evidence as well, Plaintiff's Number
19 One.

20 MR. JOWERS: No objection, Your Honor.

21 THE COURT: All right, your motion's granted.

22 MR. SCHMIDT: Thank you.

23 (Plaintiff's Exhibit Number One was entered into the
24 record.)

25 Q: So now, back to the question I think you started to

1 go ahead and answer was, as a result of discussions
2 with your brothers and sisters, were you able to
3 ever come up to, including this date, to an
4 agreement with them about how that property could be
5 divided physically so that everybody would be
6 satisfied?
7 A: No agreement.
8 Q: Okay. Now ...
9 **MR. SCHMIDT:** Beg the Court's indulgence one second.
10 Q: Now, sir, I'm going to ask you some questions about
11 expenses of the property that were incurred after
12 the distribution deeds were delivered. Do you
13 understand my question?
14 A: I do.
15 Q: I'm going to ask you about that. I'm going to draw
16 your attention to an exhibit, Plaintiff's Two, and
17 I'm going to hand you, for purposes of working with
18 this exhibit, a pen, because we're going to make
19 some changes to it.
20 A: Okay.
21 Q: All right, sir. In connection with these
22 properties, these two properties, after the date of
23 distribution deed, okay, were taxes incurred on the
24 properties and paid?
25 A: Yes.

1 Q: And did you pay them?
2 A: Yes, I did.
3 Q: Okay. Now, I'm going to ask you, if you would,
4 --because the distribution deed post-dates these
5 entries, I'm going to ask you to line through items
6 one through four, if you would. Just scratch them
7 right out. Okay. And while you have your pen in
8 your hand, I'm also going to ask you to line through
9 something else.
10 A: Okay.
11 MR. JOWERS: Your Honor, I'm going to have to object to
12 this whole line of questioning. They either have an
13 exhibit or not. They're changing their story in the
14 courtroom and I think this is incredibly improper,
15 so the exhibit should not be entered into evidence.
16 MR. SCHMIDT: It's a demonstrative exhibit, Your Honor.
17 We haven't offered it yet. I think we're getting it
18 in condition to offer, but it has to be accurate.
19 THE COURT: Let me ask you, why ... yeah, why is he lining
20 out certain parts of the exhibit?
21 MR. SCHMIDT: Because there are some expenses on here that
22 pre-date the distribution deeds, so they were
23 erroneously included; we're not asking for those to
24 be paid.
25 THE COURT: Okay. Mr. Jowers, does that suit you?

1 MR. JOWERS: Well, I think that all goes to the
2 credibility of the story, Your Honor, because
3 they're changing their story here in the courtroom,
4 from what they've been asking for, and so I just
5 think the whole thing is an improper exercise. If
6 he has expenses, let him testify to them rather than
7 presenting an exhibit that clearly shows they're
8 revising their testimony to fit their new version of
9 facts.

10 THE COURT: Objection overruled.

11 MR. SCHMIDT: Thank you, Your Honor.

12 THE COURT: All right, please proceed.

13 MR. SCHMIDT: And I do appreciate the Court's indulgence.
14 We wish that this exhibit had been accurate when we
15 came, but we're going to fix that.

16 THE COURT: All right.

17 Q: Now, Mr. Brown, if you would also, item 19 on this
18 is an appraisal to Boston McClain for \$3000.

19 A: Yes.

20 Q: Was that done before the deed of distribution, to
21 the best of your knowledge, as a part of the estate?

22 A: I have a copy of it, I'll have to check the date,
23 but it was around that time. I'm thinking it was
24 done just prior to.

25 Q: Okay.

20

1 A: Because it took a period of time.
2 Q: Let's strike through it.
3 A: Okay.
4 MR. JOWERS: Your Honor, I think he's leading or telling
5 the witness how to testify, and I totally object to
6 this whole line of questioning.
7 THE COURT: Actually, maybe we better do it off the
8 record. If y'all want to take a break and correct
9 the exhibit, take about five minutes, I'll let you
10 do that.
11 MR. SCHMIDT: Well, we've only got one more to strike
12 through and then it's ... okay. We'll just
13 substitute this one.
14 THE COURT: Okay.
15 MR. SCHMIDT: So we have substituted the one that he
16 proposes to work with.
17 THE COURT: So Plaintiff's Exhibit One is the ...
18 MR. JOWERS: Two.
19 THE COURT: I'm sorry. Plaintiff's Exhibit Two?
20 MR. SCHMIDT: Yes, sir.
21 MR. JOWERS: I need to see that, Your Honor.
22 THE COURT: All right.
23 MR. JOWERS: I think we need to keep the old one in too,
24 both of them, Your Honor, because it does show it
25 was changed here on the fly.

1 **THE COURT:** Well, I think ... I don't know that that ... I
2 was going to make a statement for clarity of the
3 record. Plaintiff's Exhibit Two actually is a
4 modified version of what was pre-marked. And, Mr.
5 Jowers, you're saying that you want to have both of
6 them in evidence because you want to show that it's
7 been altered. We know that because we ...
8 **MR. JOWERS:** All right.
9 **THE COURT:** So there's no need to keep them both in
10 evidence.
11 **MR. JOWERS:** I'll withdraw that, Your Honor.
12 **THE COURT:** All right, thank you.
13 **MR. SCHMIDT:** Thank you. And again, we apologize.
14 **Q:** Okay. Now, Mr. Brown, I'm going to draw your
15 attention to the corrected Plaintiff's Exhibit
16 Number Two, do you have that before you?
17 **A:** Yes.
18 **Q:** Okay. Now, taking into account the fact that
19 certain things have been lined out and amounts have
20 been corrected, does this first page of Exhibit Two
21 accurately represent the expenses that you have paid
22 related to the two properties in question since the
23 date of the deed of distribution, prior to ... in
24 other words, plus the attorney's fees that you
25 incurred in connection with this matter?

1 A: Yes. And I'll also add, the most recent tax that
2 was just paid, I think I ... I brought a copy of
3 that.
4 Q: Okay.
5 A: It was just paid for this year, were last year's
6 taxes, the only thing that I think that's missing
7 here.
8 Q: Okay. And do you see those handwritten in on the
9 page?
10 A: Yes, I do.
11 Q: Okay. And prior to the date of the deed of
12 distribution, was the mortgage paid by you?
13 A: From the ...
14 Q: Or by the estate?
15 A: It was paid for by me. The estate basically didn't
16 have any funds to pay the bills of ... the mortgage,
17 and so I paid the ... monthly I made the mortgage
18 payment.
19 Q: Okay. And that began from your father's death, and
20 your first payment was in what month? Would that
21 have been May?
22 MR. JOWERS: Your Honor, I object to this too. The
23 estate, part of it's either after the deed of
24 distribution, and now they want to go back to before
25 the deed of distribution. It's not exactly

1 consistent, and they're ... and he's leading this
2 witness along. I'm just going to object to the
3 whole line of questioning.

4 **THE COURT:** Objection overruled. And do you want to make
5 a continual objection ...

6 **MR. JOWERS:** Yes, sir.

7 **THE COURT:** ... so you don't have to stand up every time?

8 **MR. JOWERS:** I don't mind standing up. But continuing
9 objection.

10 **THE COURT:** All right. Objection's overruled.

11 **MR. SCHMIDT:** Thank you, sir.

12 **Q:** Can you indicate, did you pay the mortgage from the
13 date of your dad's death, including May of '05 until
14 today?

15 **A:** Yes, I have.

16 **Q:** Today's date?

17 **A:** Yes.

18 **Q:** Has anybody else paid that mortgage?

19 **A:** No.

20 **Q:** Okay. Have you paid all those property taxes that
21 are described on the first page of this exhibit?

22 **A:** Yes, I have.

23 **Q:** And are they all taxes for these two properties?

24 **A:** That's correct.

25 **Q:** Okay. And you paid the electric bills ...

1 A: Yes.
2 Q: ... for these properties?
3 A: Yes, I have.
4 Q: And have you paid certain bills for maintenance as
5 well?
6 A: That's correct.
7 Q: And then ... all right. Now, let me ask you this.
8 The subsequent pages of the exhibit, are they
9 photocopies of the various bills that you paid, from
10 taxes to Tri-County to the actual mortgage on the
11 property?
12 A: Yes, that's what's here.
13 Q: Okay. And does it also include the invoices of my
14 law firm to you in connection with this matter, are
15 they also attached?
16 A: Yes.
17 Q: Okay. Now, you also brought other bills today ...
18 A: Yes.
19 Q: ... that reflect some of these payments as well,
20 correct?
21 A: Yes.
22 Q: Okay. I want to bring those to your attention.
23 A: Okay.
24 Q: This would be Plaintiff's Exhibit Three, and ask you
25 do those constitute some of the bills as well?

1 A: That is correct. This is the copy of the most
2 recent tax that was paid.
3 Q: Okay.
4 A: For ...
5 Q: Now, collectively, sir, all of those numbers add up
6 to a total of, excluding the attorney's fees, add up
7 to a total of what? Is it totaled there on the
8 sheet?
9 A: Is that the \$31,867?
10 Q: Okay, \$31,000 ...
11 A: \$867.14.
12 Q: Okay. And the attorney's fees, which are never fun,
13 how much do those total?
14 A: \$9507.
15 Q: Okay.
16 A: And 30 cents.
17 Q: Yes, sir. Okay.
18 MR. SCHMIDT: I move Exhibits Two and Three into evidence.
19 MR. JOWERS: May I see them, Your Honor?
20 THE COURT: Yes, sir.
21 MR. JOWERS: Same objection, Your Honor.
22 THE COURT: Overruled.
23 Q: Mr. Brown, are you asking the Court to partition the
24 property and fairly divide these bills and
25 attorney's fees so everybody bears the cost equally?

1 A: Yes, I am.

2 Q: Thank you, sir, that's all the questions I have.

3 THE COURT: All right.

4 MR. SCHMIDT: You might have other questions from counsel.

5 MR. JOWERS: May it please the Court.

6 THE COURT: Yes, sir.

7 MR. GREGORY BROWN - CROSS-EXAMINATION BY MR. JOWERS:

8 Q: Mr. Brown, I ask you to identify that document,

9 please.

10 A: There's two documents here.

11 Q: The first one that was ... can you identify this one

12 marked Defendants' Exhibit Number Four?

13 A: This is, to the best of my recollection from reading

14 it previously, is the will and testament of my

15 father, Willie Brown, Senior.

16 Q: Okay.

17 MR. JOWERS: Any objections?

18 MR. SCHMIDT: No objections.

19 MR. JOWERS: I ask that it be introduced, Your Honor.

20 THE COURT: All right, your motion's granted.

21 (Defendants' Exhibit Number Four was entered into the

22 record.)

23 Q: Mr. Brown, were you holding this will prior to your

24 father's death?

25 A: No.

1 Q: Okay. So it was among his possessions? It was
2 among his possessions at the time he passed away?

3 MR. SCHMIDT: Your Honor, I object to any questions about
4 possessions. I think the will is not objectionable
5 because it does describe that the property was to be
6 divided equally, the real estate. But this case is
7 not about personal property, and it's not about the
8 probate matter which is closed.

9 THE COURT: Overruled.

10 Q: Yeah, I ... my question was, did you have possession
11 of this document ... when did you come into
12 possession of this document?

13 A: Maybe ... I think it was roughly within a month, or
14 around that time, after his death. Within that time
15 period.

16 Q: And you petitioned the probate court to have you
17 appointed personal representative, is that correct?

18 A: If that's the terminology, but the ... yes. To
19 answer your question, yes.

20 Q: You were the personal representative?

21 A: According to ... yes.

22 Q: And you were named as personal representative in
23 this will?

24 A: That is correct.

25 Q: Okay. Item four of this will states the powers that

1 you have as personal representative. Rather than
2 making you read and waste the Court's time, I'm
3 going to ask you, does the first power say "to
4 allot", and then down further does it say "to sell"?
5 With respect to property. If you want to read it
6 out loud, you're welcome to read it out loud, Mr.
7 Brown.
8 A: Yeah, because I'm not sure where allot and to sell
9 is in this.
10 Q: Read it.
11 **MR. SCHMIDT:** And, Your Honor, if I might, I object to any
12 of this that constitutes complaints about handling
13 the estate, which is closed. And if I could have a
14 continuing objection on that.
15 **THE COURT:** Overruled, and I'll note your continued
16 objection.
17 **MR. SCHMIDT:** Thank you.
18 A: "By way of illustration ..."
19 Q: No, start at the beginning, the beginning of ... if
20 you're going to read any of it ...
21 A: Which one ... I'm reading item four, which one did
22 you say?
23 Q: Number four.
24 A: That's where I'm starting.
25 Q: Okay. All right, that's fine, I'm sorry.

1 A: Or ... should I read the whole thing or do you want
2 me to read ...
3 Q: The whole paragraph.
4 A: Okay. "By way of illustration and not of limitation
5 and in addition to any inherent, implied or
6 statutory powers granted to personal representatives
7 generally, my personal representative is
8 specifically authorized and empowered with respect
9 to any property, real or personal, and at any time
10 held under any provisions of this will: to allot,
11 allocate between principal and income, assign,
12 borrow, buy, care for, collect, compromise claims,
13 contract with respect to, continue any business of
14 mine, convey, convert, deal with, dispose of, enter
15 into, exchange, hold, improve, incorporate any
16 business of mine, invest, lease, manage, mortgage,
17 take possession of, pledge, receive, repair, sell,
18 sue for management of my estate which any individual
19 could exercise in the management of similar property
20 owned in his own right, upon such terms and
21 conditions as to my personal representative may deem
22 best, and to execute and deliver any and all
23 instruments and to do all acts which my personal
24 representative may deem proper or necessary to carry
25 out the purposes of this will, without being limited

1 in any way by the specific grants of power made,
2 without the necessity of a court order."
3 Q: So, you did have the right to allot, which means to
4 divide, does it not?
5 A: According to this document, that's correct.
6 Q: And you did have the right to sell property to ...
7 A: According to that document, yes.
8 Q: All right. And you chose not to do that, is that
9 correct?
10 A: That is incorrect.
11 Q: Okay. Did you allot the property that we're here
12 today arguing about?
13 A: I made several attempts to do so, and invested
14 personal funds to make sure that that happened.
15 Q: But you did not do it?
16 A: I made every effort possible to me to do so, in ...
17 in carrying out the orders of the probate court.
18 Q: Okay. You still didn't answer my question. My
19 question is, did you do that? Did you allot the
20 property among the heirs, yes or no, and then you
21 can explain all you want.
22 A: The allotment was made; it wasn't agreed upon by the
23 heirs.
24 Q: So the answer is no?
25 A: No, the allotment was made. It wasn't agreed upon

31.

1 by the heirs.

2 Q: You could have made it without agreement, couldn't

3 you?

4 A: Not according to the instructions of my attorney and

5 the probate court..

6 Q: The will gave you the power, did it not?

7 A: The will gave me power but the court had to honor

8 it.

9 Q: And what document do you have from the court saying

10 that you could not do that?

11 A: Well, when we went to probate I shared the

12 documents, one, getting the appraisal of the land so

13 that it could be equally divided or sold, which was

14 in ...

15 Q: That's still ...

16 A: You asked me to answer the question, and then you

17 asked me to explain.

18 Q: All right.

19 A: Initially the property that was passed down by my

20 father, the estate incurred expenses. The expenses

21 was oncoming, which was coming out of my pocket. It

22 was my personal decision, which this will gave me to

23 do, was to protect each of my family members and

24 give them the opportunity to purchase their piece,

25 because either the property had to be sold or they

1 had to come up with their share of the expenses. I
2 went to a appraiser, under the instructions of my
3 probate attorney, to get the property appraised so
4 that the value would be distributed equally. I have
5 those documents. And upon having a licensed
6 appraiser and surveyor come in and give examples of
7 how the property could be sold so that I presented
8 it to my siblings is what I did. That was not
9 agreed to, and I was also told by my siblings that I
10 didn't have the power to do any of this unless it
11 was agreed to. And that's why we ended up even in
12 the probate matter.

13 Q: Wasn't there some disagreement about your allocation
14 of funds and your claims for expenses paid by you?

15 A: I don't know if there was any disagreement, but the
16 funds ... or the expenses for the estate was paid
17 out of my pocket. I had a monthly running occurring
18 expense for this estate, \$300 a month, and annually
19 the taxes, as well as the electrical expense. The
20 estate did not have money, so any funds that was
21 allocated was allocated primarily out of my pocket.
22 There were some contributions, but those
23 contributions didn't come no way close to the
24 expenses that was incurred by this estate. So
25 therefore, the estate didn't have the money to pay

1 it; I paid them.

2 Q: The will gave you the power to sell, did it not?

3 A: Yes, it did.

4 Q: Did you exercise that right?

5 A: I think I did, up until the point of the probate,
6 which also gives me any right to come back at this
7 date to exercise if my family didn't agree to it.
8 Which, as I understand, the will gave me the power
9 to do that as well.

10 Q: Power to do what?

11 A: To exercise the right to work with my siblings as I
12 so deemed. It was my understanding that my father
13 wanted the land to be distributed among his siblings
14 (sic). According to this, I felt ... in all
15 honesty, I was acting on best behalf to make sure
16 that the property was never sold to anyone outside
17 of the family. But by the same token, everyone had
18 a responsibility to pay their share of the expenses
19 if that was going to happen. I think that they
20 wanted that to happen but the expenses, the part
21 that ... for me recovering my expenses didn't
22 happen. So, therefore, as was read into exhibit, we
23 agreed that we would partition the court if we
24 couldn't agree on selling the property. And, of
25 course, that came about because I couldn't get my

1 monies for what my expenses were.

2 Q: Did you ever open an account, a bank account for the

3 estate?

4 A: The estate didn't have any money. So I didn't ...

5 Q: Did you open a bank account ...

6 A: Absolutely not.

7 Q: Okay. What did you do with the insurance proceeds

8 that came in?

9 A: I never received any insurance proceeds.

10 Q: What happened to them?

11 A: They went directly to the funeral home.

12 Q: What happened to the funds that were advanced by

13 your siblings?

14 A: There were no advancements.

15 Q: There was no money ...

16 A: The siblings' share, and I have an accounting of

17 that, their portion, some of them shared their equal

18 portion for the burial expenses, which was agreed

19 upon. And they also made some contributions toward

20 it. But again, those funds didn't come close to

21 repaying me for my share of the expenses. And I do

22 have accounting of it.

23 Q: Where is it?

24 A: Would you like to share that, John?

25 MR. SCHMIDT: If you have a copy of it.

1 A: I do.

2 **THE COURT:** Now, I also allow re-direct, so you get him on
3 re-direct, and you've got a chance to re-cross as
4 well. So you want to do it then?

5 **MR. JOWERS:** That's fine.

6 **MR. SCHMIDT:** Your Honor, either way. I think ... I'm not
7 sure I could lay my hands on it. I want it ... the
8 witness has something exactly in mind that he wants
9 to address, and I'm pleased for him to come down and
10 grab it and address it so counsel can have his
11 questions answered.

12 **MR. JOWERS:** That's fine.

13 **THE COURT:** Okay.

14 A: But I think ...

15 **THE COURT:** Take a second and grab the accounting if you
16 need it, so you can have it.

17 **Q:** So what do you have there, Mr. Brown?

18 A: What I have is what I provided to each sibling from
19 day one, and this is only partial of that document,
20 which directly relates to the question you asked in
21 terms of what they contributed and how I accounted
22 for it.

23 **Q:** The date of that agreement? Or that document?

24 A: There is no date. It started back, and the first
25 date that I have on here is 5/1/05. And there's a

1 two-page because it's a spread sheet showing their
2 check number, all of those that ... with the
3 exception of one that was paid I think by a credit
4 card.

5 Q: But the last date is in '07, is it not?

6 A: Accord- ... yes, that's correct.

7 Q: So that document was not prepared until 2007,
8 correct?

9 A: That is false.

10 Q: Okay.

11 A: This document was prepared, and this exact same
12 Excel spread sheet and format that I used from day
13 one, which I sent out, and the only thing that I did
14 was updated this spread sheet periodically. Matter
15 of fact, I updated this spread sheet probably
16 quarterly until we got to the point that I realized
17 that no one was going to contribute and I stopped
18 forwarding it out, up until the date that it was
19 requested for a partition ... excuse me, the probate
20 hearing. But I ...

21 Q: The thing you're holding in your hand had to be
22 dated in November of '07, did it not?

23 A: No, not ... this is just a copy of the spread sheet,
24 this is just printout pages of the spread sheet.

25 Q: Mr. Brown, the last entry is November of 2007.

1 A: On this particular page, that's correct.

2 Q: So it could not have been prepared before that date,

3 could it?

4 A: Yes. Because there's a date of '05, it had to be

5 started on '05.

6 Q: That particular paper that you're holding was

7 printed sometime after November of 2007.

8 A: This page was printed after that date, I would

9 agree.

10 Q: All right, that's all I was asking.

11 A: Okay.

12 Q: And your testimony is that you sent that out monthly

13 or quarterly to people?

14 A: My testimony is when we initially started this

15 process, this is the exact format that I sent out

16 initially. And I updated them I think appropriately

17 according to our meetings and as these entries would

18 change. And I'm sure I made sure that everyone got

19 this at least twice a year for the first two years.

20 And after that point, again, there was, in my view,

21 no real need because this particular page wasn't

22 changing, no one was really contributing. And I

23 don't have any documents of anyone contributing so

24 there's no need to keep sending it.

25 Q: And your testimony is that no one wrote checks

1 directly to you, is that correct, none of your
2 siblings wrote checks ...
3 A: I didn't make that testimony.
4 Q: Well, what is your testimony?
5 A: Pertaining to what?
6 Q: A few moments ago you said nobody gave you any
7 checks.
8 A: I did not say that.
9 Q: What did you say?
10 A: I said that there was not enough money ... you asked
11 about an account. There was not enough money in the
12 estate to open an account. The bills were incurred
13 by me and paid by me and my family, and therefore
14 there was never enough money in this estate to open
15 an account to even show a positive number. So,
16 therefore, the checks came in and these in many ways
17 were just reimbursement in small part to the
18 expenses that I incurred.
19 Q: The checks were made out to you, is that correct?
20 A: To the best of my knowledge, yes.
21 Q: That's fine. I'm glad we cleared that up. Now, the
22 deed of distribution, which has been entered into
23 evidence, you testified that they're all dated the
24 same day, which was September 11, 2006?
25 A: Yes.

1 Q: Do you recall why you did the deed of distribution
2 on that particular day or at that particular
3 juncture?

4 A: Not really. Because, actually, when we got to the
5 probate court, it was my understanding that this
6 matter would not be closed in probate court until
7 all these matters were resolved. When this was
8 presented after we got into court, and I think the
9 judge asked that we come into an agreement, I really
10 thought that this document was the fact that we were
11 coming into an agreement and that the probate matter
12 weren't being closed. I thought this was the
13 agreement that the court was asking us to come up
14 with to resolve, to help resolve this matter. But I
15 ... it was not my full understanding that this
16 probate matter was being closed at that date until a
17 later date.

18 Q: The probate matter was not closed until 2008. And
19 that is in 2006, isn't it?

20 A: I'm speaking of ... help me, maybe I'm ... we're
21 talking the wrong ...

22 Q: The deed of distribution. I'm looking we're not
23 talking about that, sir.

24 A: Well, help me then.

25 Q: We're talking about the deed of distribution.

1 A: Will you share that document with me?

2 Q: I think it's Exhibit Number Nine. I believe you've
3 already testified about that a few moments ago.

4 A: Thank you. Okay.

5 Q: And it's dated in September of 2006. Is that
6 correct?

7 A: That's correct.

8 Q: So my question was, why did you do that at that
9 particular time or that particular season?

10 A: This was by the instruction of the probate attorney,
11 as far as the deed of distribution. Again, and I'll
12 have to be honest, as far as the deed of
13 distribution, it was not my full understanding that
14 all this property would be equally distributed.
15 This paperwork was worked up basically by my
16 attorney, and I hate to plead ignorance, but the
17 matter of fact is I was following instructions of my
18 probate attorney.

19 Q: Did you understand that when you signed the deed of
20 distribution you waived any claims of the estate?

21 A: No, I did not.

22 Q: For the property.

23 A: I did not.

24 Q: And you continued to act as if you could divide the
25 Property, scheduling lotteries and things of that

1 nature, did you not? After that date?

2 A: I'm not certain of the exact dates, but I do recall,
3 that it was my effort and intent to divide the
4 property, just as we started out from day one, to
5 find an amicable way to resolve the matter. And
6 even up until prior to coming here, it would have
7 been my desire that we would have had an agreement
8 that we could have settled this matter.

9 Q: Okay. You talked with a surveying company called
10 Cox and Dinkins about the property, did you not?

11 A: I did ask them to survey it, yes.

12 Q: They did not actually perform a land survey, did
13 they?

14 A: No. And my conversation with them was to consider
15 the matter, to give me a cost and, rather than me
16 incurring additional costs, which I was already in
17 the red in terms of this estate, they did agree as a
18 personal, I guess, prelude to the project, if we
19 wanted to move forward, was to pull up old plats and
20 just give a consideration to all of the siblings of
21 what the property looked like and possible ways to
22 equitably divide it according to them.

23 Q: Did they give you a cost or an estimate for the
24 survey, Mr. Brown?

25 A: I think he did. And it was, at the time it was

1 certainly more than I was willing to or had to
2 expend on that project.

3 Q: How much was it?

4 A: I don't recall. I'm thinking it was in the tune of
5 five ... I'm working off memory, but I think it was
6 in excess of \$5000 to have that property ...

7 Q: I'll show you these two documents. Can you identify
8 those?

9 A: I do. This is a plat of the property that I think
10 is identified as West South Dry Branch Road, the one
11 on top. And the other is a, actually just a land
12 map of that, includes the 29 acres that's identified
13 as the 2643 Clarkson Road, 29 acres.

14 Q: Are there lines drawn on those documents, is that
15 correct?

16 A: That is correct.

17 Q: And those were drawn by the surveyors? Or did you
18 draw them?

19 A: I think these were drawn by the ... yeah, these were
20 drawn by the surveyor, because my handwriting is not
21 like this.

22 Q: And those were just approximations on how the
23 property could be divided?

24 A: That is correct, to give every one ... one of the
25 issues was road front property versus the value.

1 And this was just a rough estimate or sketch that
2 they came back in terms of how everyone could have
3 road front access and it be divided equally.
4 Q: And at the top of the page it looks like there's a
5 marking from a fax machine from Cox and Dinkins?
6 A: That is correct.
7 Q: And that's on both documents?
8 A: That's correct, yes.
9 Q: What's the date there?
10 A: September 14, '07.
11 Q: And those were sent to you, is that correct?
12 A: That's correct.
13 Q: Okay.
14 MR. JOWERS: Your Honor, we'd like to ... these have not
15 been marked; we'd like to introduce them.
16 MR. SCHMIDT: No objection.
17 THE COURT: Okay. Your motion's granted. Oh, wait a
18 minute. That's two pages in one document? Are they
19 stapled together?
20 MR. JOWERS: Actually they should be two separate entities.
21 THE COURT: Okay.
22 (Defendants' Exhibit Numbers Ten and Eleven were
23 marked and entered into the record.)
24 Q: So the sketch drawing by the surveyor, and that's
25 how I'll describe it since it's not actually

1 measured, indicated the property could be divided
2 equally, is that your understanding, Mr. Brown?
3 A: Yes, yes.
4 Q: Okay. And everybody would have road frontage, is
5 that correct?
6 A: On the 29 acres everyone would have road frontage.
7 The other parcel, there is no road frontage.
8 Q: All right. I understand. Okay. And that was what
9 your father wanted, he wanted the property divided
10 among the heirs, correct?
11 A: Again, I'm speaking personally.
12 Q: That's ...
13 A: I think it would ... well, let me answer. I think
14 it was his desire to make sure. The comments that,
15 you know, I've heard my father make over the years
16 is that, you know, that he didn't think that any of
17 his ... that he wanted any of his land to be sold.
18 Now, he didn't say that in terms of his heirs, he
19 didn't speak to me as a personal representative, but
20 just in general conversation one of the things that
21 he always said was that, you know, you don't want to
22 sell any of your property. And not just for what my
23 father wanted, but I think as a personal
24 representative, it didn't do me any good for any of
25 the land to get away if any of my siblings wanted

1 it, I don't care if I needed to sell it for equity,
2 but I still thought it was only right to give them
3 the first opportunity to purchase their equal share.

4 Q: At one point, you wanted to buy the whole tract, is
5 that correct?

6 A: No. At one point there was consideration that I was
7 willing to make, based on two things; one, it
8 appears that some was willing to contribute to their
9 share and others weren't. With that became the
10 serious problems, who's going to be left holding the
11 bag for the ... or the costs for the rest of the
12 property when some could contribute some X amount?
13 How do you now equitably divide it when all don't
14 have the money? So my proposal was, is that, not
15 only with the property, but I would assume and give
16 everyone financial value of whatever they put on it
17 and hold it as to such time that they felt that they
18 wanted to do, but a date ... with the stipulation
19 that a date had to be worked upon or agreed upon to
20 me. I also made it known that I wished that they
21 would have worked it out among themselves in terms
22 of somebody coming in and buying the other one's
23 portion. But I felt that it should have been
24 divided and not lingered up.

25 MR. JOWERS: Your Honor, excuse me for a moment.

1 THE COURT: Yes, sir.

2 MR. JOWERS: I need to look for ... it may have already

3 been admitted into evidence, Your Honor.

4 Q: Mr. Brown, I show you this document. Have you ever

5 seen this before?

6 A: I think I've seen it, I can't say for sure.

7 Q: Mr. Pyatt was your attorney, correct?

8 A: That is correct.

9 MR. JOWERS: I would like to admit this into evidence.

10 MR. SCHMIDT: No objection.

11 (Defendants' Exhibit Number Seven was entered into

12 the record.)

13 THE COURT: You said Mr. Pyatt?

14 MR. JOWERS: Pyatt, William Pyatt.

15 Q: In paragraph three there's a request for an

16 extension. There's a section underlined, would you

17 mind reading that?

18 A: "The personal representative desires to purchase the

19 interest of the heirs and needs sufficient time to

20 negotiate and consummate the transaction."

21 Q: All right. That was dated what date?

22 A: Executed 21st day of '07, August of '07, I think

23 that's August of '07.

24 Q: And so at that point you were in fact interested in

25 Buying the property from the other heirs, is that

1 correct?

2 A: Yes and no. The yes part is my interest is just as
3 I stated before; if this would have furthered the
4 actions of dividing and resolving the land, to keep
5 us from being tied together, yes. As far as
6 purchasing it and me wanting it for myself, no, I
7 didn't particularly want the property.

8 Q: That was about three months after you had the
9 appraisal made, is it not?

10 A: I don't recall the date but if you, I mean, if you
11 have the date of the appraisal I'll agree to that.

12 Q: I think the appraisal was dated in May of '07, does
13 that sound about right?

14 A: I ... could be. I'm not ... I don't have those
15 dates. We have a document with it on it, but I
16 don't know them off the top of my head.

17 Q: It seems one of the expenses that you've claimed was
18 electricity for several years. Why was electricity
19 kept on that property?

20 A: Well, according to the will that was left to my
21 discretion. One, there's water on that property.
22 Two, there were folks going in and out. There was
23 no way to assess property in that property without
24 it being on. Three, we had a serious problem with
25 theft as it was. I didn't see a tremendous need to

1 have that power turned off, and never did anyone
2 petition me to have it turned off. And the only
3 electricity was being used was basically the
4 security light. The power was left on, and I'm
5 certain that there were private conversations, so
6 that if anybody needed to go in that residence there
7 would be light on. And no one was using it so there
8 was no real electricity costs incurred other than
9 the security light outside. Or shouldn't have been.

10 Q: You're saying, I think you've got several hundred
11 ... looks like about \$1500, \$2000 in electric
12 expenses that you're claiming reimbursement for, and
13 that was just for one security light?

14 A: The security light, and I'm certain the power was on
15 at that residence for a period of time. I don't
16 generate power bills, but that power bill was
17 coming. Again, no one petitioned me to turn it off,
18 and I didn't see a need or a real concern why it
19 should have been if you needed access to that
20 property.

21 Q: The house was uninhabitable, wasn't it?

22 A: Well, when my father died he was living in that
23 residence.

24 Q: But after he passed, it deteriorated?

25 A: Yes, it did.

1 Q: And so it was uninhabitable, wasn't it?
2 A: At some point it was I would say, in my personal
3 opinion.
4 Q: The floor had caved in, did it not?
5 A: Yes.
6 Q: You could see the ground, couldn't you?
7 A: There was some deterioration in the floor.
8 Q: Lots of deterioration?
9 A: If you say so.
10 Q: But you chose to keep the electricity on?
11 A: Yes.
12 Q: In hindsight was that a good idea?
13 A: I think it was.
14 Q: Okay. All right. You folks had a meeting, that is,
15 the family had a meeting on September the 4th, 2007;
16 is that correct?
17 A: I don't have those dates in front of me.
18 Q: Do you recall having a meeting at the probate court
19 in August of '07?
20 A: I remember we had a court date. I don't know the
21 exact dates.
22 Q: Did you go to the hearing?
23 A: I did, yes.
24 Q: And what did the judge tell you?
25 A: I don't think we ever got a chance to speak with the

1 judge, the judge never entered the courtroom. I
2 think we only dealt with representatives.
3 Q: And what did they tell you?
4 A: There wasn't much. They wanted to ...
5 MR. SCHMIDT: Object. That calls for hearsay.
6 THE COURT: All right. Mr. Jowers? When you say
7 representatives, are they representatives of the
8 court?
9 MR. JOWERS: Yeah, it was representatives ...
10 A: I ...
11 MR. JOWERS: He can testify what the court told him.
12 THE COURT: Who were they, do you know the names?
13 A: I don't recall. I think they were someone that was
14 acting on behalf of the judge that asked us to try
15 to resolve the matter. I really don't know who that
16 was.
17 THE COURT: But it was court personnel?
18 A: Yeah, I think it ... I'm certain it was a court-
19 appointed person.
20 THE COURT: Your objection now?
21 MR. SCHMIDT: I'll withdraw it.
22 THE COURT: Okay, objection's withdrawn.
23 Q: What did they tell you to do?
24 A: They really didn't tell us anything, to be honest
25 with you. They want us to resolve the matter or try

1 to come up with a resolution. And they wanted it
2 done as soon as possible, and possibly that day.

3 Q: Because you had passed time limits for resolving the
4 estate, had you not?

5 A: I don't recall that. I didn't know the estate had a
6 time limit on it.

7 Q: Do you recall meeting with your siblings on
8 September 4th, excuse me, September 2nd, 2007?

9 A: We had several meetings. I mean, if you could tell
10 me what the matters were I could probably help you.

11 Q: Let me find the exhibit. Hold on please. This is
12 Defendants' Exhibit Number Six, can you identify
13 that, sir? Did you receive that from Vivian Dowdy?

14 A: I think this is a document I received from, I think
15 from Vivian.

16 Q: Okay. Do you remember receiving it?

17 A: Yes. To the best of my knowledge, that's the
18 document I received.

19 MR. JOWERS: I'd like to admit this, Your Honor.

20 THE COURT: Okay.

21 MR. SCHMIDT: No objection.

22 THE COURT: All right, your motion's granted.

23 (Defendants' Exhibit Number Six was entered into the
24 record.)

25 Q: All right, let's see now. A meeting was held and

1 y'all made certain agreements to try to finalize the
2 estate, is that correct?
3 A: I think that was the intent, yes.
4 Q: All right. Number one, a detailed listing of all
5 income and expenses will be calculated. Has that
6 ever been done?
7 A: Yes.
8 Q: All right. Number two, other assets will be sold as
9 soon as possible. What happened to the Toyota
10 truck, the 2002 Toyota truck?
11 A: The 2000 (sic) Toyota truck was taken to my brother
12 Charles' house.
13 Q: What happened to the 1984 Toyota truck?
14 A: There was no 1984 Toyota truck.
15 Q: Was there another truck?
16 A: It was a, I think it was a 1984 Ford truck.
17 Q: Okay, and what happened to it?
18 MR. SCHMIDT: And, Your Honor, I'd just renew my objection
19 about personal property.
20 THE COURT: All right. Duly noted. Objection overruled.
21 Q: What happened to that vehicle?
22 A: I reported that particular vehicle stolen. It was
23 at my father's house, it was noted missing, and I
24 called the sheriff's department.
25 Q: Did you file a report?

1 A: I sure did, yes, I did with the court.
2 Q: Do you have a copy of the report?
3 A: I don't have it with me today, but I do have it in
4 my possession at home.
5 Q: What about the tractor?
6 A: What about it?
7 Q: Where is the tractor?
8 A: The tractor is on my premises, yes. My personal
9 property.
10 Q: What about the Buick Riviera?
11 A: The Buick Riviera, the Buick Riviera at the time was
12 in storage. It was a \$500 expense to get that
13 vehicle out of storage, and to be honest with you I
14 don't recall what happened to that Buick.
15 Q: All right. What about the farm equipment?
16 A: The bucket, I have it at my home. I guess what
17 they're referring to, red disc, that's on my
18 property. The planters are there. The bottom plows
19 are there. The bush hog is there. The harrow's
20 there. They're all there behind my shed.
21 Q: You have all that. Okay. There were some other
22 miscellaneous farm equipment too, was there not?
23 A: Yes. And a bunch of that was still on the property.
24 Q: Do you have some of it?
25 A: To my knowledge this is basically what I have at my

1 house. I mean, off the top of my head. I don't
2 think I have anything else at my house.
3 Q: What happened to number three, some other items?
4 A: Number three?
5 Q: Hand gun.
6 A: I have the hand gun.
7 Q: .410 rifle?
8 A: I have that.
9 Q: .22 rifle?
10 A: I have that.
11 Q: Pictures, furniture?
12 A: I do have some family pictures, yes. I do have a
13 family album.
14 Q: And the TV and the bible.
15 A: I don't know nothing about a TV. I don't think
16 there was a TV ... I don't have a TV, if it's, you
17 know, someone else might have got it. And I do have
18 the bible.
19 Q: All right, then there was this reference about the
20 land would be surveyed and divided?
21 A: That is correct. May I add? You know, even the
22 matter of the land being surveyed, as recently ...
23 you know, there was arguments made that who asked me
24 to survey the land, that the cost wouldn't be
25 incurred. But that's neither here nor there

1 Q: All right. This document is dated September 4th,
2 correct?
3 A: That's correct. 2007.
4 Q: Exhibits Ten and Eleven, Defendants' Ten and Eleven,
5 which were drawings from Cox and Dinkins ...
6 A: Uh-huh (affirmative response).
7 Q: The fax indicates September 4, '07.
8 A: Uh-huh (affirmative response).
9 Q: So did you get these in furtherance of this
10 agreement?
11 A: No. When we came to the meeting ... again, after
12 speaking with my attorney, that the land needed to
13 be divided, we needed to come up to an amicable
14 agreement to divide it, this was one of his
15 recommendations, that in order to do so we had to
16 have a survey and an appraisal of that property to
17 know what the value would be. So when we came to
18 that particular meeting, or prior to this meeting,
19 these were the things that I brought up, with the
20 suggestion that this was suggested to be done and
21 here's my proposal. Here's what I've done in
22 advance, was to ask ... and it also laid out that it
23 would be a cost incurred to have the survey done,
24 but Cox and Dinkins would take the plats or map and
25 give us some idea of how they could survey it, with

1 division I would say.

2 Q: The meeting was held on September 2nd.

3 A: Okay.

4 Q: And this document from Cox and Dinkins is dated

5 September 14th, so you really didn't have that

6 meeting, did you?

7 A: I don't know if I ... well, apparently I couldn't

8 have, but here's what I would say, is that all of

9 the work was done prior to. Now, whether he faxed

10 this to me on that date, but I know certainly that I

11 contacted him and the guy to appraise it because

12 this was done by what I call advice of the attorney,

13 to have these things at least considered or done.

14 Q: The appraisal was done in May, was it not?

15 A: I don't know. I don't have a copy of that.

16 **MR. JOWERS:** Pardon me, Your Honor.

17 Q: Is that the first page of the appraisal?

18 A: Yes.

19 Q: What's the date on it?

20 A: May 16, 2007.

21 Q: Okay.

22 **MR. JOWERS:** I'm not going to admit this, Your Honor, but

23 we'll go with the date, okay.

24 **MR. SCHMIDT:** No objection.

25 Q: So the appraisal was made long before that meeting,

1 and the appraisal did not consider dividing the
2 property, it was just on the acreage, was it not?
3 A: The appraisal was to assess the actual market value
4 of that property.
5 Q: Yeah, but not divided but as a whole?
6 A: No. That's correct.
7 Q: Okay. Now, you have referenced on several occasions
8 this exhibit, the family agreement, do you still
9 have that in your papers there, sir?
10 A: I'll show you what I have and you can tell me which
11 one you are referencing. Is this what you're
12 referring to?
13 Q: Yes. Now, this private family agreement, this
14 document was prepared at the probate court, was it
15 not?
16 A: Let me look at that again. I think it was. This
17 appears to be a court document, yes.
18 Q: You and the other siblings were called to court
19 because the estate was seriously delinquent, were
20 you not?
21 A: No, not to my knowledge. We were called to court
22 because it was a probate case matter that needed to
23 be resolved. And we were taking it to probate
24 court. I never got any information indicating that
25 the probate matter was delinquent.

1 Q: Okay. What's the date of that agreement? It's not
2 dated, but it was in 2008, was it not?
3 A: To the best of my knowledge.
4 Q: All right. Did you ever see that letter?
5 MR. SCHMIDT: I'm objecting. The exhibit itself reflects
6 a date filed with the court of 2007.
7 MR. JOWERS: What does?
8 MR. SCHMIDT: Counsel misled the witness by saying 2008.
9 THE COURT: Which exhibit is this?
10 MR. SCHMIDT: It's Plaintiff's Exhibit Four, Your Honor.
11 MR. JOWERS: That's fine.
12 Q: Your hearing with the court was in November of 2007.
13 That's correct. The estate was closed in February
14 of '08. All right. And you recall seeing this or
15 were aware of that?
16 A: Yes, I do. Yes.
17 MR. JOWERS: May I admit this, Your Honor?
18 THE COURT: Your motion's granted.
19 MR. JOWERS: That is a letter from the ...
20 THE COURT: One second.
21 Q: All right. This letter to Mr. William Pyatt, the
22 first line indicates that the estate is seriously
23 delinquent, does it not?
24 A: It says very delinquent in closing, yes.
25 Q: Okay. And they want various documents from the

1 estate, is that correct?

2 A: That is correct.

3 Q: And what's the date of that document?

4 A: February 16, 2007.

5 Q: Okay. So it was a year later before the actual

6 closing of the estate?

7 A: A year later from when? Oh, from the closing?

8 Q: Yeah, because ...

9 A: If you say. I don't ... that's correct.

10 Q: All right. This family agreement, excuse me, I'll

11 let you have this back. Private family agreement,

12 this was signed at the courthouse or in the probate

13 court office, is that correct, Mr. Brown?

14 A: I think so, yes.

15 Q: All right. Now, you have read about number five,

16 but let's read the other four items on there. Start

17 reading with number one.

18 A: "Identify all personal properties of the estate,"

19 number one. Was number one. "Number two,

20 liquidation of ... liquidating personal property to

21 satisfy claim and debt of the estate. Number three,

22 that the parties intend to liquidate, if necessary,

23 real property to satisfy any outstanding debt or

24 claim of the estate not satisfied after liquidation

25 of personal property. Number four, thereafter the

60

1 parties will seek to divide the real property in
2 kind."

3 Q: Was it after that agreement that the estate was
4 closed, sometime thereafter, is that correct?

5 A: Yeah. Well, to be honest with you, I ... I think it
6 was closed either at this point or prior to, because
7 when we signed this document it was my understanding
8 ... after that it was brought to my attention that
9 the estate was closed.

10 Q: Okay.

11 A: So I thought, it was my understanding that the
12 estate was being closed that day. And I learned
13 that later.

14 Q: Okay. Everything in that document that was to be
15 completed was actually something that you could and
16 should have done as personal representative, is that
17 not correct, Mr. Brown?

18 A: No. The identifying of the personal property was
19 something that was collectively done.

20 Q: As personal representative, you're supposed to do
21 that, right?

22 A: Yes. And I ... yes.

23 Q: You filed the inventory with the court, under oath,
24 saying that that was the property of the estate, did
25 you not?

1 A: I think Attorney Pyatt did so.
2 Q: You signed it, didn't you?
3 A: If my signature's on it, yes.
4 Q: I think the Court will take judicial notice that
5 it's a requirement of every estate that an inventory
6 appraisal be filed within 90 days of the opening of
7 the estate, and you did that, did you not?
8 A: The appraisal? Well, if it was I wasn't aware of it
9 because my attorney didn't suggest that I have an
10 appraisal done until much later in the process. And
11 I'm certain that the reason he decided, because it
12 was my desire, I'm certain ... as I feel it was the
13 rest of the family's desire, that we did not sell
14 the property. It was only until we got to the point
15 that we felt we couldn't resolve the matter without
16 selling when we decided to get the appraisal. And
17 it was also brought to my attention many times that,
18 even as a personal representative, that I needed to
19 get consent from the rest of the siblings in order
20 to move forward with this matter.
21 Q: And who told you that?
22 A: My attorney.
23 Q: I submit to you that's not correct.
24 MR. SCHMIDT: Your Honor, I object.
25 THE COURT: Is that a question?

1 MR. SCHMIDT: Your Honor, I object to that.
2 MR. JOWERS: I'll withdraw it, Your Honor.
3 Q: Fine, sir. I think the Court can take judicial
4 notice of what the law is with respect to the
5 administration of an estate because, Mr. Brown, I
6 continue to wonder, what did you actually do as
7 personal representative. I don't see that you did
8 anything.
9 A: Let me spell it out.
10 THE COURT: Hold on one second.
11 MR. SCHMIDT: I object to the form of the question. Again,
12 it has no relevance to this proceeding for
13 partition. The estate was closed, if there were
14 objections to the estate they had to be raised at
15 that time or within the proper time following.
16 THE COURT: I think your point is, the point you're trying
17 to make is Mr. Brown could have resolved this as PR
18 of the estate if he had done what he was supposed to
19 do; that's what you're saying?
20 MR. JOWERS: Everything could have been resolved, Your
21 Honor, his \$9000 in attorney's fees that they're
22 trying to collect from the heirs could have been
23 avoided.
24 THE COURT: All right. Now, Mr. Schmidt's saying that's
25 really irrelevant in this particular proceeding

1 because the estate's been closed and now we're
2 moving forward on whether or not we should have a
3 partition in kind or the property should be sold and
4 the money divided. So that's your position and his
5 position, so.

6 **MR. JOWERS:** And our position with respect to this family
7 agreement that the probate court got them to sign
8 was that the estate really was not settled. The
9 court ... this was a three-year-old estate almost.
10 And the court, the probate court wanted to clear its
11 books, and so it just dumped it back on all the
12 heirs rather than having it resolved like it should
13 have been resolved by the personal representative.
14 He was derelict in his duty, and that's why we're
15 here today.

16 **MR. SCHMIDT:** And I feel, Your Honor, like it's
17 overreaching on the part of Mr. Jowers to ask this
18 Court to criticize or condemn what the probate court
19 across the hall did at that time.

20 **MR. JOWERS:** I'm not condemning the probate court, they
21 did what they had to do. I condemn him, because
22 part of what we're doing here is, you know,
23 especially with respect to assessment of attorney's
24 fees, it's in the court's discretion as to do that.
25 And clearly, in this situation, the fault, if any

1 fault lies in this whole affair, it's with Mr.
2 Gregory Brown for failing to perform his duties
3 correctly as personal representative of the estate.
4 **THE COURT:** All right.
5 **MR. JOWERS:** All of this could have been avoided.
6 **THE COURT:** All right. Let's stand in recess until 11:45.
7 (Off the record, 11:23 a.m. to 11:48 a.m.)
8 **THE COURT:** Let me make a statement about the schedule. I
9 was hoping to break for lunch about 1:00, take about
10 an hour, come back at 2:00. I have a 3:00 hearing,
11 it's unclear whether it's going to take more than 15
12 minutes or not, so we'll play it by ear. But if we
13 can't finish today, we can certainly resume at a
14 later time. That's one of the benefits of having a
15 case heard by a master in equity, we're pretty
16 flexible. So we'll break for lunch in a half an hour
17 or so.
18 **MR. SCHIMIDT:** Thank you, Your Honor.
19 **MR. JOWERS:** Whenever you're ready, Your Honor.
20 **THE COURT:** Oh, please proceed. We're still on cross-
21 examination of Mr. Brown, is that correct?
22 **MR. JOWERS:** That is correct, Your Honor.
23 **THE COURT:** Gregory Brown.
24 **MR. JOWERS:** Correct.
25 **Q:** Mr. Brown, there was some scrap metal on the property.

1 I believe some of it has been sold. Do you know
2 anything about that?
3 A: No, I do not.
4 Q: You've not received any funds for any sale of scrap
5 metal?
6 A: No, I have not.
7 Q: Do you know a Darrell Davis?
8 A: Yes, I do.
9 Q: Did he remove any scrap metal from the property?
10 A: I saw Darrell on the property, and I think at the
11 time he was taking apart a combine. But I had no
12 knowledge of, only other than me stopping to the
13 property and asking what was going on. He indicated
14 that he'd made an agreement with my siblings to take
15 care of that, and I looked around for a few minutes
16 and proceeded. And, matter of fact, he was grabbing
17 ... he was taking some things that I thought we
18 agreed as family was antiques, and there was one item
19 left and that was a hay rake, and I asked him not to
20 remove it from the property and if he did, to just,
21 you know, drop it at my house, but not to take that
22 for scrap metal.
23 Q: So did he take the hay rake to your home?
24 A: He did.
25 Q: Okay.

1 A: Some days later.

2 Q: So you don't know anything about anything he sold?

3 A: No. Darrell came to my house shortly after we met

4 with the mediator, and I shared with him then that

5 that would probably be a good time ... or he asked

6 about the property and I told him that, you know,

7 according to what we discussed and agreed in

8 mediation, that he would probably be best served by

9 speaking to my brother Charles and sister Vivian.

10 And that's the last that Darrell and I had any

11 conversation about that at all. And as I understand,

12 he did go to speak with them.

13 Q: Let's see. You sold the Toyota truck, I believe it

14 was, for \$6100, is that correct?

15 A: That is correct.

16 Q: What did you do with the proceeds from that sale?

17 A: That proceed went to refund me for the expenses I'd

18 already incurred and to continue to pay the bills

19 that were being incurred.

20 Q: So that went into your personal bank account?

21 A: If you want to call it that, but it was really

22 repayment for expenses that already was incurred.

23 Q: It went into your personal bank account, did it not?

24 A: I don't know if it went into my bank account. But

25 again, it was used to pay expenses that were already

1 incurred.

2 Q: Can you identify that document?

3 A: Yes.

4 Q: It's an email that you sent, is that correct?

5 A: Yes, according to this, that's correct.

6 **MR. JOWERS:** Your Honor, we'd like to introduce this into

7 evidence.

8 **MR. SCHIMIDT:** Your Honor, our objection to that is the

9 same as before, it pertains to personal property.

10 **THE COURT:** Overruled.

11 (Defendants' Exhibit Number Twelve was marked and

12 entered into the record.)

13 Q: Mr. Brown, if you would, this paragraph here, I

14 believe you've itemized some estimates of value for

15 the property that you still have in your possession.

16 Will you read that to the Court please?

17 A: "All, we had discussions again regarding the

18 appropriate sale price for the farm machinery and

19 equipment. I went to the dealer where Daddy bought

20 this equipment because they had actual knowledge of

21 it. I met with the John Deere dealer in Bishopville

22 and I ..." Kennedy and some dashes because I couldn't

23 remember the last name of the dealership. "Mr.

24 Kennedy gave me the following information. The disc

25 hare ..." in quotes, not sure of the spelling, if

1 that's how it was spelled, "five feet, should have a
2 value somewhere in the range of \$150 to \$250. Ten
3 inch disc with hydraulics, somewhere in the range of
4 \$500 to \$800. Cultivator, five foot or ten foot, did
5 not really have much, if any, value because few
6 people are using this equipment anymore. Planters,
7 \$800 to \$1000, based on condition. The tractor, 1975
8 John Deere, 1530, \$4000 to \$5000, based on condition.
9 Brand new bush hog, John Deere model, same size,
10 higher in quality, sale price \$1000, not sure of
11 value. If we were considering auction, in his
12 opinion, the only two items that would net anything
13 would be the tractor and planters. He also suggested
14 that the best media to use is the South Carolina
15 Bulletin. I found his information to be very
16 consistent with what I received from my previous
17 research and what I presented in our last meeting.
18 Please provide me with your findings so that I may
19 ascertain what we are going to have as a list and
20 sale price. I am waiting for an answer from persons
21 who expressed interest in the 2002 truck. If you do
22 not get an offer of \$6000 or better, I will send the
23 information to the Trader so that we can list it in
24 the next printing. I think it is published bi-
25 weekly." Signed, Gregory Brown.

1 (Defendants' Exhibit Number Thirteen was marked for
2 identification purposes.)

3 Q: Mr. Brown, we were talking earlier about the drawings
4 of the surveyor, the two pieces of property. You did
5 say that you thought it could be divided in some
6 semblance similar to what the surveyor suggested, is
7 that correct?

8 A: Well, I didn't say that per se, but I did take the
9 surveyor's recommending, and according to the drawing
10 it looks to be a feasible option to dividing it.

11 Q: So you think it is feasible?

12 A: Well, I presented it to the group. Again, I thought
13 it was a starting point.

14 Q: There have been ongoing discussions in the family
15 about trying to divide ... have a lottery for the
16 property, has there not?

17 A: Yes.

18 Q: Okay. And what position have you taken on those
19 requests?

20 A: One, I think it was one that was introduced, and I
21 don't know who introduced it, whether it was me or
22 someone else, but I think for the most part ...
23 initially there was I thought agreement, consensus.
24 At least, everyone agreed that they would consider
25 that. I still thought that that was a viable option

1 and position to take. I didn't have any objection,
2 let me put it like that. However, my objection was
3 at the time we couldn't have a lottery because we
4 still had a mortgage on that property. Until the
5 mortgage was satisfied, you know, then what position
6 would we take in terms of dividing it.

7 Q: Okay.

8 A: And what position would the mortgage company take.

9 Q: So if the mortgage is paid off, then you think the
10 property can be divided?

11 A: I don't see any reason that ... well, I don't know.
12 I've been trying to present what I thought would be
13 good ideas now for, what, five years, and it hasn't
14 happened.

15 Q: Okay. But you still think it can be divided, don't
16 you?

17 A: I think anything is possible, but I ... even from the
18 point that ...

19 Q: Why can't it be?

20 **THE COURT:** Hold on a second, hold on a second, Mr. Jowers.
21 He was talking and you ...

22 **MR. JOWERS:** I'm sorry.

23 **THE COURT:** Now, what were you saying, Mr. Brown?

24 A: Even from the point, which I had doubts is why I
25 really pushed Mr. Pyatt to bring this matter to the

1 probate, because I thought we had exhausted in a
2 reasonable amount of time. In addition to me
3 continuing to incur the expenses of the property
4 without getting any relief, you know, I wanted to
5 enforce the issue and say either we sell it or we
6 divide it. So, again, I don't, at this point I don't
7 see why it shouldn't have been divided a long time
8 ago.

9 MR. JOWERS: No further questions, Your Honor.

10 THE COURT: Re-direct?

11 MR. SCHMIDT: A few, Your Honor.

12 THE COURT: Yes, sir.

13 MR. GREGORY BROWN - RE-DIRECT EXAMINATION BY MR. SCHMIDT:

14 Q: You know, Mr. Brown, if I understand right, you were
15 asked whether it was feasible to divide the property.
16 You said that you presented it to the group. Did
17 they, did the group agree to divide it at the time
18 you presented it? Did they agree to a specific
19 division or not?

20 A: No.

21 Q: Okay.

22 A: There was no specific ...

23 Q: Have they since that time agreed to any specific
24 division of the property?

25 A: No.

1 Q: Okay. Your dad died in 2005?
2 A: Yes.
3 Q: And you've been paying mortgage, taxes and expenses
4 on that property since then, right?
5 A: That's correct.
6 Q: It was deeded out to everybody in this room that are
7 your siblings, including yourself, in 2006, right?
8 A: I think that's ... yes.
9 Q: Okay. And the estate closed in 2008, right?
10 A: If that is correct ... I don't remember the exact
11 dates, but I think that's correct.
12 Q: I think that's what we put in. And today, we're in
13 2011?
14 A: That's correct.
15 Q: Now, since that deed out, has there been any obstacle
16 to your siblings agreeing with you to do a division
17 or any obstacle to your siblings contributing for the
18 mortgage since the deed of distribution, for the
19 expenses since the deed of distribution that you've
20 incurred? Any obstacles whatsoever?
21 A: Yes. They were in place, and they're still in place.
22 I haven't gotten anyone to offer, even knowing that
23 I'm carrying these bills monthly, even offering even
24 as much as a penny to contribute. The only comments
25 that I'm getting is questioning an accounting method.

1 But nevertheless, I'm sure everyone understands that
2 every month those bills and every year those bills
3 are being paid and no one's contributing but me. And
4 they haven't made an offer to help at all.

5 Q: And was the only way that you could get this matter
6 off the dime so that you wouldn't have to continue
7 bearing all these bills yourself and carrying this
8 property yourself for the benefit of everybody else
9 ...

10 MR. JOWERS: I object to the leading question, Your Honor.

11 Q: ... to hire a lawyer?

12 THE COURT: Hold on a second.

13 MR. JOWERS: Leading the witness.

14 THE COURT: Okay. What was your question, Mr. Schmidt?

15 Q: Was there a way that you knew, other than to hire a
16 lawyer, to get this matter off the dime?

17 THE COURT: All right, now, stop. Mr. Jowers, you still
18 have an objection?

19 MR. JOWERS: That's a leading question, Your Honor.

20 THE COURT: All right. Leading question. You might want
21 to rephrase your question.

22 MR. SCHMIDT: Okay.

23 Q: What did you do to get this matter off the dime so
24 that you wouldn't continue for the next five years to
25 incur all these expenses yourself?

1 A: Well, two things I did. I petitioned the initial
2 attorney, Mr. Pyatt, to please push this matter to
3 close because it was costing me a financial hardship
4 to carry these expenses. It really limited what I
5 wanted to do. And after that matter, what I thought
6 was a failure, to me, from the probate court, the
7 only ... and he even suggested as well, that the only
8 resolution I had was to obtain a different attorney.
9 And he also told me he couldn't represent me on that
10 matter but I needed to retain an attorney in order to
11 close this matter. And I'm begging that it be closed
12 very soon.

13 Q: Okay. All right. Now, a couple other things. This
14 personal agreement plan exhibit, I want to get the
15 number. Exhibit ... this is Defendants' Number One,
16 I want to just draw your attention to some verbiage
17 in there. This, of course, is in 2007, which is
18 before the estate was closed, correct?

19 A: September 4th, 2007.

20 Q: Which is before the estate was closed in 2008?

21 A: Yes, that's correct.

22 Q: All right, sir. Now, look at number two listed there.
23 Talking about those assets, because you were asked a
24 lot of questions about the Toyota trucks and the
25 different items of property, personal property there,

1 it says, other assets listed below will be sold as
2 soon as possible, proceeds will be used to reduce any
3 expenses associated with the estate. You see that?
4 A: Yes, I do.
5 Q: Now, there were expenses associated with the estate
6 that you incurred and paid, right?
7 A: That's correct.
8 Q: And they're not included in the plaintiff's exhibit
9 of expenses, are they?
10 A: No.
11 Q: Okay. All the ones in plaintiff's exhibit post-date
12 the deed of distribution, right?
13 A: That's correct.
14 Q: Except for some amount of time for covering the
15 mortgage, which would have gone into default if you
16 hadn't paid it?
17 A: That's correct.
18 Q: And it sounds to me like you've been criticized for
19 not keeping people up to date and doing your job with
20 respect to this personal property. I couldn't help
21 but notice in this email the work that you did to get
22 detailed information from people about values on
23 specific items and share it with your family members,
24 right?
25 A: That's correct.

1 Q: And I couldn't help but notice in your testimony,
2 where I heard that you said that you'd already
3 informed your family members of this in the last
4 meeting that you'd had before that, right?
5 A: That's correct.
6 Q: You'd kept them advised all along, they just kept
7 asking you more and more and more questions while you
8 kept pay more and more bills, isn't that right?
9 A: That is correct.
10 Q: And they're going to be happy to do that as long as
11 you're the one paying the bill, aren't they?
12 MR. JOWERS: Objection, Your Honor.
13 A: It appears that way.
14 MR. SCHMIDT: I'll withdraw the question. That's all I
15 have.
16 THE COURT: Any re-cross?
17 MR. GREGORY BROWN - RE-CROSS EXAMINATION BY MR. JOWERS:
18 Q: Mr. Brown, you have in your possession those items of
19 personal property that are discussed in that email,
20 is that not true?
21 A: Not all of them, no.
22 Q: What happened to them?
23 A: One ... the others, I don't know what the others are.
24 I can account for what's on here that I pointed out.
25 Just as of recently, you indicated ... you were asking about

1 some scrap metal. There apparently...

2 Q: But I ...

3 A: Well, on here is "others". And I want to address

4 because the only thing, as a family, we agreed that

5 these would be the items that we thought could be

6 sold for some reasonable amount of money. We agreed

7 to this; this list wasn't drawn up by me. And on

8 this list, as I said, the 2002 truck was sold. The

9 1984 truck was delivered to my brother's house. The

10 tractor and the rest of the equipment, other than

11 what you, you know, this farm equipment, I think the

12 list is pretty correct, the I through the, what,

13 number one through six. But the only reason this

14 stuff is at my house is for safekeeping. I have no

15 desire, I have my own farm, my own tractor, my own

16 equipment, my own guns, and I don't use the planters,

17 so this is ... and as we're here today, with the

18 theft, if I hadn't brought this stuff to my house for

19 safekeeping, it probably would have been stolen or

20 either mismanaged or whatever. But this ... these

21 were just the items that I had time to bring to my

22 house for safekeeping, with the exception of the

23 items that I told you.

24 Q: All right. So you had the ... you sold the truck?

25 A: Yes, I did.

1 Q: But held onto everything else?

2 A: If you want to call it hold on, and it's just on my
3 property for safekeeping, for security purposes.

4 Q: But you have not made any attempt to sell it?

5 A: As I indicated, I did make an attempt to sell it. I
6 went as far as to have a lot of the equipment
7 appraised, to have tractor dealers and equipment
8 dealers come to the property and look at what was
9 there. There was a dispute in terms of what the
10 value is, and the only way to assess the fair value
11 is to find somebody who was either willing to buy it
12 or an expert in that area. And, in my view, I asked
13 ... as I said, I had two of these gentlemen come by
14 my personal property, took time out of my day, to ask
15 them to assess, did we have anything that we could
16 get value out of. And because I'm not a modern day
17 farmer, especially at that time, I used their opinion
18 to try to sell, and that's ... and in your email it
19 indicated that there wasn't really much value as far
20 as anyone assisting me from a professional side to
21 get out of this equipment.

22 Q: You've not sold it, you still have it?

23 A: Absolutely, because I have no means of selling it.

24 Q: Okay.

25 A: I have to have a buyer.

1 **MR. JOWERS:** No further questions, Your Honor.

2 **THE COURT:** All right. At this stage I'll tell Mr. Brown

3 that I normally ... sometimes in non-jury cases the

4 judge will ask questions, which drives lawyers crazy

5 because I don't allow follow-up questions to my

6 questions. But I want to make sure I understand

7 everything that's going on as far as the facts are

8 concerned. First of all, you became the personal

9 representative because that's what the will said?

10 **A:** Yes, sir.

11 **THE COURT:** Okay. Now, why did your father pick you, in

12 your opinion?

13 **A:** I have no idea.

14 **THE COURT:** Are you the oldest?

15 **A:** I'm the youngest.

16 **THE COURT:** Do you have more education than everybody else?

17 **A:** No, sir.

18 **THE COURT:** Okay. What's your educational background?

19 **A:** I have as high as a master's degree. I have

20 undergraduates in engineering and a master's in

21 business.

22 **THE COURT:** And you were in the military for a while?

23 **A:** Yes, sir, the air force.

24 **THE COURT:** What'd you do in the air force?

25 **A:** Civil engineering.

1 THE COURT: Okay. And you said you're in the corporate
2 world?
3 A: Yes, sir.
4 THE COURT: What'd you do in the corporate world?
5 A: It was primarily telecommunication, but part of it
6 was in the, I guess actual maintenance and facility
7 operations side, and then into the management.
8 THE COURT: Okay. And Mr. Pyatt represented you when you
9 opened the estate?
10 A: Yes, sir.
11 THE COURT: I wondered, what kind of caught my ear is that
12 ... when you sold the truck, that you thought it was
13 in ... this was after the estate was closed you sold
14 the truck?
15 A: No, sir.
16 THE COURT: Okay.
17 A: I sold the truck shortly thereafter. I kept the
18 truck I think maybe, roughly a year. And the reason
19 we ... a lot of that was delayed is, it was my
20 understanding, as of the will, that it was my
21 responsibility to gather all the expenses, costs, and
22 assess all the values so that we could determine
23 whether the estate had enough to pay the expenses.
24 THE COURT: Did you talk to Mr. Pyatt about the wisdom of
25 not opening an estate account or whether you should

1 or shouldn't?

2 A: To be honest with you, this is my first time
3 experiencing or dealing with the matter, and it was
4 ... I don't know at this point, I guess the jury's
5 still out, but I basically followed, from going to
6 his office and him giving me documents, saying fill
7 this out, this is what we need; I basically followed
8 his instruction, even down to the point of suggesting
9 that we have meetings. And on most of the emails I
10 sent, I copied him because most of the actions I took
11 was per his, basically per his instruction.

12 **THE COURT:** Okay. And he charged you every time you
13 talked to him I bet, didn't he?

14 A: He gave me a fee, and ...

15 **THE COURT:** The reason I bring this stuff up ... and let
16 me ask one other thing. Did you charge your siblings
17 a fee for being PR of the estate?

18 A: No. On the last end of ... I started to incur costs
19 for just trying to keep the grass cut and maintain
20 the property. We started having problems with
21 vandalism, so I was spending more time there to try
22 to hold down the traffic. So I just asked for what I
23 called just a service fee the last few years.

24 **THE COURT:** Now, when you sold the truck for \$1600, did
25 you account for that in the probate court?

1 A: Yes, sir.

2 **THE COURT:** And how'd you account for that if there was no
3 account? But how'd you let the probate court know
4 that's what you were doing?

5 A: Well basically, as I said, I was given a document by
6 Mr. Pyatt and he asked a series of questions; one,
7 what were the lists of assets. And, of course, at
8 the time there were some missing, and I personally
9 told him there are some missing and he asked me to go
10 back and get them. I then asked my family to come up
11 with a detailed list of the assets. So I gave him
12 that, in addition to the same spreadsheet that I've
13 been sending everyone else, to the best of my
14 ability, of what the expenses were, did I pay them,
15 and how they should have been ... to what area. In
16 other words, if it was for burial expenses or
17 whatever. And I provided him with all of that. And
18 basically he was taking it from that.

19 **THE COURT:** Okay. You said you got no fee?

20 A: Yes, I said he gave me a fee.

21 **THE COURT:** No, no, you got no fee, you personally?

22 A: No, no.

23 **THE COURT:** For being PR of the estate?

24 A: No, I did not.

25 **THE COURT:** Okay. All right, thank you sir, you can come

1 down. Please watch your step. Okay, Mr. Schmidt?

2 **MR. SCHMIDT:** The plaintiff rests.

3 **THE COURT:** The plaintiff rests. Okay, Mr. Jowers?

4 **MR. JOWERS:** Your Honor, you were asking the witness about

5 an accounting to the probate court. I have a copy of

6 what was submitted to the probate court, if I could

7 ...

8 **THE COURT:** Okay.

9 **MR. JOWERS:** ... introduce it into evidence.

10 **THE COURT:** Mr. Schmidt, do you ...

11 **MR. SCHMIDT:** We'd have to look at it. He may have

12 submitted more than one document to the probate court

13 over time. I'm sure he did. Most often they do.

14 **MR. G. BROWN:** If I may, Your Honor?

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

16 **MR. G. BROWN:** He did submit it. And, as I said, when I

17 saw the document after he submitted it, I told him

18 that there were some items missing.

19 **THE COURT:** Mr. Pyatt?

20 **MR. G. BROWN:** Yes. So I know ... to the best of my

21 knowledge, I know there was more than one document.

22 I'm not disputing anything that Mr. Jowers is saying,

23 but there was more than one document submitted.

24 **MR. SCHMIDT:** So with the understanding that the probate

25 court was submitted more than just this over time, we

1 **MR. SCHMIDT:** Oh, we don't object to the email other than,
2 again, our standing objection that it's about probate
3 and personal property.
4 **COURT REPORTER:** When we take a break I'll make sure.
5 **MR. SCHMIDT:** And so we don't object to it other than
6 that.
7 **THE COURT:** Okay. Mr. Jowers, you meant for it to become
8 a part of the record?
9 **MR. JOWERS:** Yes.
10 **THE COURT:** All right. It was never marked.
11 (Defendants' Exhibit Number Fifteen was marked and
12 entered into the record at this time.)
13 **THE COURT:** Okay, Mr. Jowers.
14 **MR. JOWERS:** Your Honor, I call Vivian Dowdy.
15 (Witness is sworn.)
16 **VIVIAN B. DOWDY,** having been duly sworn, testifies as
17 follows:
18 **MS. DOWDY - DIRECT EXAMINATION BY MR. JOWERS:**
19 **Q:** Ms. Dowdy, if you would, state your name for the
20 record, please.
21 **A:** Vivian Brown Dowdy.
22 **Q:** And you were one of the children of Willie Brown,
23 Sr.?
24 **A:** Yes, I'm the younger daughter.
25 **Q:** Where are you employed, Ms. Dowdy?

1 A: I work with the Public Service Commission. I've
2 been employed there since 1980 as an auditor,
3 research analyst, and now, since 2003, the chief
4 financial officer.

5 Q: You're the chief financial officer for the South
6 Carolina Public Service Commission?

7 A: That's correct.

8 Q: What's your educational background?

9 A: I received a BS degree with a major in accounting
10 from South Carolina State College in 1977 and an MA
11 in business and management from Webster University
12 in 1994.

13 Q: Okay. Have you ever been a personal representative
14 of an estate?

15 A: Yes, I was for my grandmother, the late Mrs. Lula G.
16 Taylor.

17 Q: So you've been through the probate process?

18 A: Yes.

19 Q: And that estate was opened and closed?

20 A: Yes.

21 Q: Did you have any discussions with Gregory Brown
22 about how he should proceed with this estate after
23 the passing of your father?

24 **MR. SCHMIDT:** Your Honor, I would just renew my objection
25 to matters about the estate. I feel like we almost

1 need to be in a different court, there's so much of
2 it. But that's my objection.

3 **THE COURT:** Overruled.

4 A: Yes, during the summer of 2005, after my father
5 passed, I told Greg of another family that had used
6 a lottery system in order to distribute personal and
7 real property, and the reason that they used this
8 lottery was that it would be a fair, impartial way
9 of dividing the personal and the real property.

10 Q: What was his response?

11 A: He was receptive to the idea. And I, not only to
12 him, but I relayed this to other members of the
13 family also.

14 Q: Did you discuss with him the mortgage that was on
15 the property?

16 A: Yes, I knew that there was a second mortgage in that
17 for a period of time I did pay bills for my daddy,
18 especially times when he was in the hospital, so I
19 was well aware of the second mortgage. And also,
20 after that first hearing in August of 2007, the
21 reason that the judge threw it back in our laps was
22 because when Greg represented us, once he got up and
23 made his presentation we didn't all agree with what
24 he was presenting. And one of it was the fact that
25 he said he was going to assume that second mortgage.

1 And I told him and Mr. Pyatt that from my
2 experiences before as a personal representative, all
3 income and all expenses should be divided equally
4 among everybody. So that it would not be fair to
5 him to take, to assume that mortgage or to pay off
6 that mortgage.

7 Q: Okay. Your father died in the summer of 2005?

8 A: June 2005.

9 Q: Did you discuss with Greg the payments on that
10 mortgage?

11 A: He assumed it. Once we ... in fact I had a copy of
12 the will myself. My daddy had a copy and I had a
13 copy in my safety deposit box. So I gave him a copy
14 of the will, which was a much cleaner copy than what
15 was under the mattress in my daddy's house. So he
16 knew that as personal representative that he was
17 responsible for the bills, but there were several
18 offers to help him with that bill.

19 Q: What do you mean several offers?

20 A: I think each of us, and I'm speaking for the other
21 ones too, at some point offered to help him, not
22 only financially but also with whatever else he
23 needed to do with this estate. He wasn't thrown out
24 there by himself.

25 Q: What was his response?

1 A: I got it.
2 Q: That's what he said?
3 A: Uh-huh (affirmative response). Pretty much. I've
4 got it. I'm handling it.
5 Q: Did he supply financial information from the time
6 the estate was opened in late 2006 to the family
7 members?
8 A: No, sir. The first e-mail that we received from
9 Greg was in August of 2007, and he did send me a
10 copy before he sent a copy out to everybody else.
11 And I made some suggestions to him how he needed to
12 change that because I knew it wasn't going to fly
13 with the rest of the members. And one of the major
14 things that he didn't do was to give us any
15 consideration for the monies that we had already
16 given him.
17 Q: Do you have a copy of that?
18 A: I do.
19 Q: Is this the e-mail? Is this the accounting that he
20 sent out?
21 A: Yes. Yes, that's it. And I have the ... I don't
22 know whether you want the actual cover of the e-
23 mail, but that's the actual cover.
24 Q: So you received this from Gregory Brown?
25 A: Uh-huh (affirmative response).

1 MR. JOWERS: I don't believe this one has been admitted,
2 Your Honor.
3 MR. SCHMIDT: No objection to it, other than to the extent
4 that it pertains to other aspects of the estate and
5 not to the realty itself.
6 MR. JOWERS: Let's mark that before I take it from you.
7 COURT REPORTER: Sixteen
8 (Defendants' Exhibit Number Sixteen was marked and
9 entered into the record.)
10 Q: What did you perceive as the problem with the way he
11 did that?
12 A: Well, on this first page he does have a total value
13 for the real estate, and at the time we had no idea
14 where these figures came from. Okay. The total ...
15 well, on the third page where he has each members'
16 share of expenses, it is \$1,674.34 and then he has,
17 "If you made a contribution," but he didn't have a
18 listing of everybody's contribution so we really
19 wouldn't have known where he gave us this deadline
20 for the outstanding contribution in September the
21 10th. So those, and also on the second page, the
22 last page, when you add up that column, and I'm
23 assuming that \$14,284, you can see that that doesn't
24 add up correctly. Okay. And then with the income
25 portion, again, like I say, there was no

1 consideration on here of what we had actually paid
2 into the account. So, you know, those were two
3 things if you're going to send out a document, at
4 least make sure that it adds up correctly, and then
5 the amount that everybody has contributed should
6 have been shown on here.

7 Q: Do you have any idea of the amounts contributed by
8 the other siblings?

9 A: I do. Hold on one second. Let's see. Nellie has
10 contributed \$2118; Willie Brown, Jr. \$1500; Vivian
11 Dowdy \$2510; Charles Brown \$3150; and Joe Brown
12 \$2400.

13 MR. SCHMIDT: Your Honor, I would just note my objection to
14 the hearsay unless the foundation for her personal
15 knowledge of that is established.

16 THE COURT: Okay. Mr. Jowers?

17 Q: Those figures for the other persons other than
18 yourself ...

19 THE COURT: If he objects, I want you ...

20 MR. JOWERS: Oh, I'm sorry. I was going to lay a
21 foundation, Your Honor, if we need to. But I think
22 she has family records. You know, responding to his
23 objection, she has family records that have been
24 submitted to her by the other family members.

25 MR. SCHMIDT: That's hearsay.

1 THE COURT: Okay. Now, who are the other family members
2 again?
3 MR. JOWERS: These three gentlemen.
4 THE COURT: That are parties to the lawsuit?
5 MR. JOWERS: Yes.
6 THE COURT: Okay. Objection overruled.
7 Q: All right. Did you finish reading off the names?
8 A: Uh-huh (affirmative response). I listed each one
9 and the dollar amount that I have.
10 Q: And nowhere on his accounting that he sent out in
11 August is any credit given for those monies?
12 A: No. He did mention, like I say, on page, the third
13 page, if you have made a contribution that amount
14 will be deducted from the \$1674.34. But he does not
15 list it, like I say, on the following sheet where he
16 has income.
17 Q: All right. The monies that you contributed, how
18 much was that, personally, Ms. Dowdy?
19 A: Myself?
20 Q: Yes, ma'am.
21 A: Let me see, I have to get back to that, make sure I
22 give you the right amount. \$2510.
23 Q: Was that given by you to Mr. Brown, Gregory Brown?
24 A: Yes.
25 Q: Was it by check?

1 A: Yes.

2 Q: Made out to Gregory Brown?

3 A: Yes.

4 Q: And to the best of your knowledge the other
5 siblings, who are defendants, did the same?

6 A: Yes.

7 Q: Has he ever properly accounted for the funds that
8 you provided to him?

9 A: I don't think so. Some things we received
10 documentation for, but some things we have not.

11 Q: Has there been consistency in his financial
12 reporting to you?

13 A: No, sir. Like I say, on August 7th, like I say, our
14 share was \$1674.34. By the time we got over to ...
15 okay, October 25th, 2007, we were up to \$6791.

16 Q: That's what he said you each owed?

17 A: Yes.

18 Q: Was there any explanation for that?

19 A: Well, he has, again, a calculation of some things,
20 and I think by this time he had put the First
21 Federal Home Mortgage into the total expenses.

22 Q: Did he allocate the amounts that you folks had paid?

23 A: Yes, on this one he did. He had ... he showed,
24 yeah, by name, everybody had contributed. By this
25 October 25th. And he did have a listing here.

1 Q: Were those figures correct on the contributions made
2 by you and the other siblings?
3 A: There was some discrepancy with I think it was Joe
4 and Nellie at the time, because these numbers are
5 different from those ones we ended up with. But
6 after October, I think it was at that September
7 meeting we had decided that we would start
8 contributing to an account to help defray the costs,
9 so after this date there were some other checks
10 given to him that's not going to show up on this
11 October 25th, 2007, document.
12 Q: Did you personally give him money?
13 A: Yes. We wrote the check to Gregory Brown.
14 Q: That was after that second accounting that you got
15 from him?
16 A: Yes.
17 Q: All right. Why did you stop making contributions to
18 him?
19 A: We weren't getting a satisfactory answer or feel
20 from him where this money was going, and as far as
21 setting aside and, you know, the selling of the
22 property, well, even at that September the 2nd
23 meeting there was some dissension, disagreement as
24 to what was expected from different members. It was
25 like we were to verify to him everything that we had

1 contributed, but then we start asking for
2 verification of the expenses, which some he had and
3 some he didn't, he became upset. So after we saw
4 where this property was not going to be sold ...

5 Q: When you say property, what are you talking about?

6 A: The real, I mean, not the ... the personal property,
7 because this was supposed to have been a means to
8 ... in addition to this \$500. You know, all of
9 these expenses that he said he was incurring, and we
10 did realize that that mortgage needed to be paid off
11 but we never sat down, and I may be jumping on you
12 here, to come up with an agreement how we were going
13 to pay that mortgage off except that, you know, he's
14 doing it. And then, like I said, earlier he had
15 told us that he had assumed that loan anyway but,
16 you know, again, that has been a major contention
17 between us too because one time you meet you're
18 being told this, the next time you meet you're being
19 told something else. So the reason we stopped is
20 that we were not getting the proper documentation of
21 where our monies were going and how they were going
22 to spent, be spent, and it did not seem that he
23 wanted to sell this other property to satisfy this
24 debt.

25 Q: All right. Personal property?

1 A: Personal property, yes, sir. Not real. We never,
2 never discussed selling the real property. That was
3 never, never our intention. To divide it, yes; but
4 to sell it, no.

5 Q: So what was your opinion as to his record keeping
6 and his reporting to you and the others?

7 A: Poor. Again, if you're going to ask someone to
8 reimburse you, and I just think that it's only fair
9 that you keep up with the expenses, you provide the
10 receipts. If you're going to ask somebody to pay
11 \$6000, you should have proper documentation of what
12 we're paying.

13 Q: He never supplied that?

14 A: Some invoices he had and some of it he didn't.

15 Q: Is it your understanding he does not have a bank
16 account for the estate?

17 A: No. Not that I was ever aware of.

18 Q: Now, I'll show you this exhibit, the last one we
19 just marked. Defendant's Exhibit Fifteen, it's
20 already been admitted. You made those notes from a
21 family meeting?

22 A: Yes.

23 Q: That family meeting was prompted by what?

24 A: The hearing that we had at a probate court and we
25 were told that we needed to meet and, let me see,

1 there were four or five things that we needed to do
2 and one was to come up with an agreement, a personal
3 agreement plan is what the court called it, as to
4 how we were going to distribute the real estate, the
5 personal property and they said mixed here, and then
6 come up with a detailed listing, because I think
7 part of what the requirement was to have a final
8 accounting for the estate, and then to list these
9 properties that we had for possible sale and to also
10 come up with a way that we would distribute the
11 land, and we did all four of those things.

12 Q: Was that ... the court called the meeting, correct?
13 Or you had a hearing before the probate judge, is
14 that correct?

15 A: We had a hearing before the probate judge and once,
16 like I say ... and to the best of my recollection
17 the judge did come out, and once she sensed that we
18 were not in agreement she went back and told us to
19 come up with this agreement. And that's why we met
20 in September, to try to come up with this before we
21 met back in October with the probate judge again,
22 because we had another hearing in October.

23 Q: Was the estate delinquent at that point, to your
24 knowledge?

25 A: Delinquent as far as bills or anything?

1 Q: Paying, you know, reporting to the probate court.
2 A: That I don't ... I don't know. We got an e-mail,
3 hold on one second, from Greg, hold on, before the
4 October one. Let me see what he says. Okay, he
5 said, I received a letter from the county pro- ...
6 Richland County Probate Court. This letter is
7 requesting final accounting and private agreement
8 between heirs to be filed before November the 15th,
9 2007, or have this information on this date. If
10 this hearing occurs, the estate will be charged
11 \$150.
12 Q: That was the ... there was that hearing, that second
13 hearing?
14 A: Uh-huh (affirmative response).
15 Q: That's when the private agreement was made?
16 A: Yes, that one that we all signed off that day in
17 court, yeah.
18 Q: I'll show you this next exhibit, Number Three. I
19 believe this one has already ...
20 MR. JOWERS: I believe we've already admitted this, Your
21 Honor.
22 Q: This one.
23 A: Uh-huh (affirmative response).
24 Q: Did you prepare that agreement?
25 A: I did.

1 Q: Well that, excuse me, it's not an agreement; it's a
2 ...
3 A: Well, calculation.
4 Q: Calculation. If you ...
5 THE COURT: Hold on. Hold on a second.
6 COURT REPORTER: Number Three is not in.
7 A: This one?
8 COURT REPORTER: No, sir.
9 MR. JOWERS: Okay. I'm sorry. It's not in?
10 COURT REPORTER: No, it's not in.
11 THE COURT: Okay. Thank you.
12 Q: You prepared this?
13 A: Yes.
14 MR. SCHMIDT: Yeah, our objection still is just that it's
15 about the personal property of the estate.
16 THE COURT: Overruled.
17 (Defendants' Exhibit Number Three was entered into
18 the record.)
19 MR. SCHMIDT: Yeah, and then we'll also ... we've got a
20 question about the foundation for the numbers that
21 they have there under the different items of
22 personal property.
23 Q: Do you have a copy of this?
24 A: Uh-huh (affirmative response). I have a copy.
25 Q: All right. What was the purpose of this

1 calculation?

2 A: Okay. Ever since we started this our disagreement
3 with Greg has been how much we actually owe him for
4 expenses of the estate, and even though I'm hearing
5 otherwise today, that's what I thought we were here
6 for, to come up with a fair settlement, because this
7 was what was stopping us from dividing the land.
8 And, you know, even though I've heard that we were
9 ... about the second mortgage, we all understood
10 that the second mortgage needed to be taken care of
11 and we had no objections to that. So this is why
12 this was prepared, so we could get to a point where
13 we could satisfy him and then we could move on with
14 the partition to divide the land.

15 Q: All right. The income was third-party income. Was
16 that based on information that you have that was
17 provided by Gregory Brown?

18 A: That's correct.

19 Q: That's life insurance, sale of the automobile?

20 A: Yes.

21 Q: All right. This personal property that's in GAB,
22 that's Gregory A. Brown?

23 A: Correct.

24 Q: These are the items that he has admitted he has in
25 his possession?

1 A: I think most of them, yeah.
2 Q: These values, where do they come from?
3 A: They were just estimation and then they were low
4 estimation...
5 MR. SCHMIDT: We object ...
6 THE COURT: Hold on one second, Ms. Dowdy.
7 MR. SCHMIDT: We object, without foundation.
8 THE COURT: Overruled.
9 A: Okay. They are low compared to the e-mail that he
10 sent, but even with that Toyota bill of sale, that
11 truck was valued at about \$10,000 and he sold it at
12 \$6000. So we just gave an estimation of what we
13 thought that he could get, low balling it, on this
14 equipment.
15 Q: And this is the equipment that was in his
16 possession, correct?
17 A: Correct.
18 Q: All right. What about the scrap metal?
19 A: Okay. It was agreed, with Greg's blessing, that we
20 could sell off all of that scrap metal, because I
21 think it's been at least two times ... one time the
22 young men were caught in the act of stealing off of
23 the property. So we decided that if it was worth
24 something to the thieves, there had to be some value
25 to that equipment. And we did take pictures of what

1 was left down there and Charles did speak to Darrell
2 about cleaning up the property. And we had tried to
3 contact Darrell after he had cleaned everything off,
4 took a couple of truck loads from Charles' personal
5 property to the scrap metal. One afternoon Darrell
6 did give me a call and he told me that he had taken
7 all of the receipts and things to Greg, so I stopped
8 him and I said, well, what does Greg have to do with
9 this process? Then he informed me that after he had
10 spoken to Charles, Greg called him over, showed him
11 this document and said he was ...

12 **MR. SCHMIDT:** Objection.

13 A: ... the personal representative of the ...

14 **MR. SCHMIDT:** Objection.

15 **THE COURT:** One moment.

16 **MR. SCHMIDT:** She's talking hearsay about what a third
17 person said who's not a party.

18 **THE COURT:** Mr. Jowers?

19 **MR. JOWERS:** Probably correct, Your Honor.

20 **THE COURT:** Sustained.

21 A: Okay.

22 Q: But you've not received any money for the scrap
23 metal?

24 A: No, sir.

25 Q: Greg Brown is, in whatever capacity he had, had

1 charge of the property?

2 A: Yes, sir.

3 Q: Okay. These are photographs. Did you take these
4 photographs?

5 A: I did.

6 Q: And they show ... what do they show?

7 A: These are pieces of equipment that was left on the
8 property, like I said, after they went on the
9 property and found these guys that were stealing.
10 So we decided we would take pictures of whatever was
11 left just to document because my daddy never threw
12 anything away, so everything that I think he ever
13 acquired in his lifetime was down there. Okay? So
14 once they started stealing we wasn't quite sure what
15 they were stealing. We knew from the impression on
16 the ground that something had been there and it was
17 gone. So this way was our way of documenting what
18 was left on the property. So even if somebody had
19 come back and taken something else, at least we
20 would have known what was there. So that's all
21 these are.

22 MR. JOWERS: I move all these into evidence, Your Honor.

23 THE COURT: Mr. Schmidt, did you look at them?

24 MR. SCHMIDT: No objection apart from the standard objection.

25 (Defendants' Exhibit Number Two was entered into the

1 record.)

2 Q: Then on the second page ... let's see, you've got

3 expenses listed here, and that again is based on

4 what you've been given by Greg and others?

5 A: Correct.

6 Q: And then you made the mathematical calculations, and

7 you included on here monies paid on the mortgage and

8 the estimated payoff; is that correct?

9 A: That is correct. I did a spreadsheet based on the

10 information that we did have, because I think we had

11 requested a mortgage payoff and didn't get it. But

12 this is just our calculation of if he was paying the

13 \$300 a month, and I think he started, let me see,

14 where did I start, I think we started with the

15 balance in May 2005, and I had recorded a listing I

16 think he had gotten from First Federal. So I just

17 remade a schedule of that. There was some

18 information I didn't have so I just filled in with

19 the previous month, just making a good estimation,

20 and it shows the principal, the interest, the

21 escrow, late fees paid, and then the total payment

22 through February 2011. And this, like I say, is

23 based on the information that we had. And also the

24 payoff balance is estimated to be \$4981.60.

25 Q: So the share for ... explain the evidence to me.

1 A: The share and the loss? Okay. The total income
2 that we estimated that has come through the estate
3 since 2005 would be \$31,250.32. And then the
4 documented and the estimated expenses is \$40,630.65.
5 The difference between those two numbers is a net
6 loss of \$9380.33. If you were to split this six
7 ways, the share of loss for each sibling would be
8 \$1563.39. And then on the back sheet what I have is
9 everybody's share of expenses, minus what they've
10 already contributed, and then that last column is
11 the balance either owed by Greg or owed to Greg.

12 Q: So, on this form the net result is what?

13 A: The amount that the family members have contributed
14 to him to date is \$11,678. The total net loss
15 expense is \$9380.33, and the amount owed by Greg ...
16 everybody except for Willie Brown, Jr., he owes
17 \$63.39 to Greg, and to everybody else there is a
18 balance due from him to us.

19 Q: Now, that calculation is based on the scrap metal,
20 money coming in from the scrap metal?

21 A: Correct.

22 Q: And that's still up in the air, is that correct?

23 A: Yes, it is.

24 Q: That has not been determined?

25 A: Correct.

1 Q: Okay. There have been ongoing efforts to divide the
2 real estate, has there not?
3 A: Yeah, it has.
4 Q: And you and your other siblings are still ready and
5 willing to divide the real estate?
6 A: Yes, we are.
7 Q: Those drawings that we've introduced that were
8 nothing but sketches obviously, not accurate
9 surveys, is that a reasonable basis for division?
10 A: I think it is.
11 Q: Or at least as a starting point?
12 A: As a starting point, yes.
13 Q: Okay. All right. Should the property be sold?
14 A: I don't think so. I really don't see any need to
15 sell it.
16 Q: The last attempt at a lottery or something was when,
17 do you recall?
18 A: That was in May 2009, and we received an e-mail from
19 a sister in Houston and she submitted a proposal to
20 settle the estate, and she proposed to have a
21 certified surveyor divide the two parcels of land
22 into six equal parts and she has in parenthesis,
23 Surveyor costs will be divided equally, have the
24 surveyor to file the record of land parcel
25 measurement with Richland County, have the six

1 siblings to draw lots one through six to distribute
2 the land, both parcels, and then she has number one
3 would get to choose first from the equally divided
4 parcels, number two would get to choose second,
5 number three, number four, five, six and so on. And
6 then she asks that everybody indicate their approval
7 in writing to her by May 19. And she did note that
8 we did need all ... need the approval of all six
9 siblings in order to divide the land.

10 Q: What happened with that proposal?

11 A: She heard from everybody except one.

12 Q: And that was?

13 A: Greg.

14 Q: So five of you agreed?

15 A: Yes.

16 Q: The house has been some source of contention, is
17 that correct, as to
18 the value to place on it?

19 A: Yes. And we had discussed that even to the point
20 ... and I think everybody had agreed because that
21 part of the land was cleared, and even if when we
22 drew up the six equal parts, that even if that
23 person who got that part of the land got less, and
24 then there's another piece that's right on Bluff
25 Road, again, placing value to it because of it's

1 location, even if that got less total acreage, but
2 in the dividing of the land, like I said, once it
3 got divided into six equal portions, you know, and
4 whoever got that, like I said, those two pieces
5 probably would get less acreage.

6 Q: What's the condition of the house?

7 A: Unliveable. I've, well, it's just my opinion. I'm
8 not a construction person or anything. But I think
9 whoever got that they probably would have to
10 bulldoze the property if they wanted to put
11 something on it. Bulldoze the house, excuse me.

12 **THE COURT:** All right. Let's take our lunch break. We'll
13 resume with redirect of Ms. Dowdy. Let me remind
14 you that y'all can still talk during lunch if you
15 want to do that, talk about resolving this without
16 my input. And, Ms. Dowdy, you can come down.

17 A: Okay.

18 (Off the record, 12:56 p.m. to 2:14 p.m.)

19 **MR. JOWERS:** If it please the Court, Your Honor.

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

21 **MR. JOWERS:** We're almost through with this witness.

22 Q: Ms. Dowdy, you received ... did you receive this
23 letter?

24 A: I did.

25 Q: What is that? Could you identify the letter?

1 A: Yes. It's from the law office of William R. Taylor
2 and ...
3 Q: What's the date of it?
4 A: May 18, 2009, and it's to all of us, the other five
5 siblings are listed on the letter. And it says he
6 represents Gregory Brown as personal representative
7 of the estate of Willie Brown, Sr. He has forwarded
8 me an estate accounting showing that \$9582.30 is the
9 total income, contributions by other siblings are
10 \$10,950.00. Then he gives the total of the
11 accounting shows that \$44,249.82 are total expenses
12 minus the mortgage balance as of April 30, 2009,
13 \$9549.88, leaving a total expense balance to date,
14 should be total, of \$53,799.70. Okay. And then he
15 said that leaves a deficit of \$44,217.40 divided by
16 six, and \$7369.57 per person owed to the estate.
17 And then he's asking us, he lists the amount that
18 each of us owes him, Demand is hereby made to each
19 of you to send Gregory a check for your portion of
20 the deficit by May 31, 2009. Failure to do so may
21 result in legal action being brought against you to
22 collect this debt.
23 Q: Are those figures ... let me introduce this into
24 evidence.
25 COURT REPORTER: Seventeen.

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1 (Defendants' Exhibit Number Seventeen was marked and
2 entered into the record at this time.)
3 Q: Are the figures in this letter different than the
4 other accountings submitted by Gregory Brown?
5 A: Yes. In fact, this one the expenses went down from
6 that October one. From ... the October one said
7 \$43,851.94 and this one was \$44,249.82, and let's
8 see what else. And he did show in this letter
9 \$20,532.30 for estate income, sibling contribution
10 and income, and on this he had \$3105.93 plus the
11 individual contribution by the siblings. So these
12 two did not match up.
13 Q: That's the last demand that you received before this
14 litigation started?
15 A: No, sir. Let me see, that's the amended one. On
16 10/15/09, which is written on this one, it's a civil
17 action number, summons ...
18 Q: That's the
19 A: Yeah. That one. And then we received another one
20 on October 26, 2010.
21 Q: Okay. Did the one ...
22 A: Well, let me see if this one even had numbers.
23 Well, the mortgage value is in here, and I don't
24 think he ... he didn't even spell it out in these
25 two. Let me double check on this first one. He

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1 described the land in here but he didn't give it.
2 At least I don't have an accounting breakdown the
3 way he did it in the others.
4 Q: In the letter from Mr. Taylor, Attorney Taylor ...
5 A: Uh-huh.
6 Q: ... the figures he used did not account for the
7 personal property including the automobile that was
8 sold for \$6100, is that correct?
9 A: Now, sir, I don't ... he just shows total. There's
10 not a breakdown so I'm not sure.
11 Q: Okay.
12 A: No, it just shows a total.
13 Q: Okay. Well, this breakdown shows \$20,532 for estate
14 income, sibling ...
15 A: Contribution and income.
16 Q: ... contribution and income?
17 A: Uh-huh (affirmative response).
18 Q: And then looking at your ...
19 MR. SCHMIDT: Your Honor, if I might just interpose an
20 objection. My copy of this document shows an
21 attachment that does have that, so I'm just
22 wondering what the record copy shows.
23 THE COURT: How about comparing those.
24 MR. SCHMIDT: Oh, the attachment's not on it?
25 A: This here, we didn't get it.

1 MR. SCHMIDT: Okay. (Inaudible.)
2 THE COURT: Okay. Please proceed, Mr. Jowers.
3 Q: Let's see now. This one shows, as I was saying,
4 estate income, contributions, etcetera of \$20,532?
5 A: Uh-huh (affirmative response).
6 Q: Your calculation shows third party income of \$10,532
7 plus \$11,678 from the siblings. So let's see, it
8 would not include some of the personal property, the
9 tractor and other items, is that correct?
10 A: That's correct.
11 Q: Okay.
12 A: \$10,500 and \$11,600.
13 MR. JOWERS: No further questions, Your Honor.
14 THE COURT: All right. Mr. Schmidt?
15 MS. DOWDY - CROSS-EXAMINATION BY MR. SCHMIDT:
16 Q: Ms. Dowdy, right?
17 A: That's correct.
18 Q: Ms. Dowdy, you agree that your brother, Greg Brown,
19 paid some expenses to maintain the property in
20 question since the date of that deed of
21 distribution, don't you? Or do you disagree ...
22 A: I'm not quite sure what your definition of
23 maintaining. Now, maintaining to me means that he
24 went down there, boarded up the house, made any kind
25 of repairs to keep people away, whatever. Now,

1 that's maintaining. Did he pay expenses by the
2 estate, then the answer to that is yes. But the
3 second mortgage to me, I don't know, that doesn't
4 mean maintaining so I'm not sure.

5 Q: Okay. Let me try and rephrase it.

6 A: Okay.

7 Q: Do you agree that your brother paid the mortgage on
8 the property since the property was distributed to
9 you and your siblings?

10 A: Yes. In fact, his wife told me she just put it in
11 her regular bills, and when they paid their
12 household bills they paid that also.

13 Q: And do you agree that he's the one who paid the
14 electric that was on it?

15 A: Yes, if it was on, I assume he paid it.

16 Q: And do you agree that he's the one who's paid the
17 taxes on it?

18 A: Uh-huh (affirmative response). Somebody has been
19 paying the taxes.

20 Q: Okay. Now, at what point did you offer to pay Greg
21 your share of those expenses?

22 A: Now, from 2005, sir, when I said I first had that
23 conversation about that lottery of the land, offers
24 have been made and it was like, I got it. And like
25 I said, that first meeting that we had in that

1 probate court, when he got up and said he assumed
2 the mortgage and I said no, no, divide it six ways.
3 So at no time have he sat down and ... we at a point
4 had agreed to pay \$500, but it was an agreement that
5 you provide us with written documentation and we
6 will contribute. So we have contributed after those
7 funeral expenses, those are not the only thing we
8 contributed to.

9 Q: Okay.

10 A: Now, again, like I say, when you make the offer and
11 somebody say no thank you, I'm not going to beat him
12 over the head and snatch it from him. But we at no
13 time, and if you look at this document, it's not
14 like we're saying he did not pay it and we're not
15 giving him credit for it, we are.

16 Q: You want to give him credit for the payment of those
17 expenses after the deed of distribution, right?

18 A: No, now look, again, y'all ... I mean, I'm not with
19 this legal term, what y'all talking about here.
20 Because see, that first document now you had ...

21 Q: Well, let me try and ...

22 A: ... 2005 on it ...

23 **THE COURT:** Hold one second. Mr. Schmidt, let her finish
24 her answer.

25 **MR. SCHMIDT:** Okay. I was going to try to ask it a

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1 different way.

2 A: Okay. So again, our thinking was the reason we
3 couldn't divide this land was because we could not
4 come in and agree with Greg how much was actually
5 owed to him. And that's what this document is, is
6 trying to do a fair assessment of what we think is
7 owed to him so we can get on with dividing the land.

8 Q: All right. The document that you did where you did
9 that assessment, do you have that in front of you?

10 A: I have it right here.

11 Q: And this is Defendants' Exhibit Number Three, right?
12 You're looking at a copy out of your notebook, but
13 that's ...

14 A: Yes, yes, same thing.

15 Q: Now, I'm going to ask you a couple questions about
16 this.

17 A: Okay.

18 Q: I'm starting down in the part that says Expenses,
19 and you see the words Documented Expenses?

20 A: Uh-huh (affirmative response).

21 Q: Under there, if I can show you property tax bills
22 for 2009 in the amount of \$138.46 and \$1071.89,
23 would you agree with me that they should be added
24 into that total?

25 A: You see where I have 2010, I went down to the county

1 courthouse and this is what the lady told me the
2 taxes was. Not \$139, but \$141, and the \$585.65.
3 And I asked her about that solid waste \$400 and
4 something dollars was before and she told me they
5 were for trash cans and she said, well, ma'am, they
6 didn't charge that this year. So that 2010 is
7 actually the 2009 tax bill. But if he can show
8 where he paid the \$1000 and something, we confer
9 with that. But I got this from the courthouse.
10 Q: Okay. I think I've got a copy for you to look at,
11 and it will be in one of these exhibits.
12 A: Okay.
13 Q: Let me get one you can go along with. Okay. Part
14 of Exhibit Two, I want you to just tell me what does
15 this indicate it is? Property tax notice?
16 A: Yes, that's what it is, for the 41 and a half acres.
17 Q: Dry Branch Road, right?
18 A: Right.
19 Q: The amount on it is?
20 A: \$137.53 at the top. \$138.46 at the bottom minus, is
21 \$10.61.
22 Q: And what it says right next to the \$138.46 is pay
23 this amount, right? Do you see that?
24 A: Now, your eyes are a little bit better than mine.
25 It says ...

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1 Q: Pay this amount.
2 A: ... oh, pay this amount over here. Yes.
3 Q: And the pay this amount is how much?
4 A: \$138.46.
5 Q: Okay. Is that accounted for on this chart?
6 A: If this ... hold on one second, let me see.
7 Q: I'm just asking, where is it on your chart?
8 A: Well, see, I have \$141.58.
9 Q: Well, I would submit to you that's for a different
10 tax year. But let's start with ...
11 A: Oh, I see it. I have \$137.53.
12 Q: You're still talking about a different tax year.
13 A: It said 1/14/09 when he paid it. These numbers are
14 paid dates. Okay? They're not years.
15 Q: Let me draw your attention to one that's, let's see
16 how many pages. Well, actually, go to the next
17 page. Is this the 2009 tax notice? It says right
18 here.
19 A: Yeah.
20 Q: 2009 tax notice?
21 A: Uh-huh (affirmative response). That would have been
22 paid in 2010.
23 Q: Do you see the words Pay this amount?
24 A: Yeah, it says \$1,071.89 and, like I said, if that is
25 correct, that's fine, but that's not what the lady

1 at the courthouse gave me. And as you can see,
2 those other years we did give him credit if we had
3 copies. This I did not have a copy of, but I wanted
4 to give him credit knowing that taxes were due in
5 2009 and would be paid in 2010, if he didn't pay it
6 earlier.

7 Q: Right.

8 A: So, like I said, these numbers I got from down off
9 of Harden Street, but I will concede that if this is
10 what he paid, we can definitely put that number in,
11 sir.

12 Q: Okay.

13 A: Not that I'm trying to say he did not pay this year.

14 Q: I'm going to show you now ...

15 MR. JOWERS: Excuse me, Your Honor, may I see what he's
16 referring to to make sure that I have seen that
17 exhibit?

18 MR. SCHMIDT: It's part of Exhibit Two that's been in the
19 record.

20 THE COURT: It's okay?

21 MR. SCHMIDT: Yeah.

22 Q: Now I'm drawing your attention to Exhibit Three in
23 the record, and this is the 2010 property tax
24 notice, isn't it?

25 A: Okay. That's where I got the \$585.65, yeah.

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1 Q: Right. And that's the pay-this-amount, right?
2 A: Yeah, that's what it says.
3 Q: Next page, what does the next page show?
4 A: \$141.58, and that's what I have down here ...
5 Q: Okay.
6 A: ... \$141.58.
7 Q: So we need to add the two that you omitted to your
8 chart ...
9 A: Let me ...
10 Q: ... because you left them out?
11 A: ... see that again?
12 Q: \$138, those are ...
13 A: But you're saying I left it out ...
14 Q: ... 2009.
15 A: ... but I didn't. I put the wrong number in here,
16 but here's the \$137.53. Now, I admit I pulled the
17 wrong number but it's on here.
18 Q: Where is the \$1000 ...
19 A: There's the \$1058 right ... okay, like I say, I
20 pulled it from the wrong place.
21 Q: No, no, no.
22 A: That's the \$1058.75 on my chart. Okay, it should be
23 \$1071 and I'll concede that, but we did not leave it
24 off.
25 Q: Can I ask you to read one thing for me, please?

1 A: Uh-huh (affirmative response).
2 Q: Over the number that you did put in, would you read
3 the words?
4 A: Prior year tax.
5 Q: The prior year tax ...
6 A: Uh-huh (affirmative response).
7 Q: ... was the numbers you put in. This year tax is
8 \$138, prior year tax was \$137; this year tax was
9 \$1071, prior year tax is \$1058; do you see that?
10 A: Just hold on one second here. Okay. I have taxes
11 for 2006, 2007, 2008, 2009.
12 Q: You don't have 2009 and 2010 published.
13 A: Okay. Okay.
14 Q: Right?
15 A: Right.
16 Q: So what I've done is offer to you where those would
17 be found, and they're in your hand. Okay?
18 A: Okay.
19 Q: Do you agree with that?
20 A: Yeah.
21 Q: Okay. So let's do this then. On your chart, if you
22 would, that's Exhibit ...
23 **MR. SCHMIDT:** What did I say it was? Your Honor, I think I
24 handed it up.
25 **THE COURT:** Exhibit Three.

1 Q: Exhibit Three, why don't we make a note to add
2 \$1071.89 and \$131.46; is that okay with you?
3 A: Uh-huh (affirmative response).
4 Q: Would that be fair for Greg?
5 A: Uh-huh (affirmative response). That would be fair
6 for him.
7 Q: Okay. Now, a question about ... just above the word
8 Expenses on that chart you've got total income from
9 third parties, do you see that?
10 A: Uh-huh (affirmative response).
11 Q: And right above that there's two lines that refer to
12 scrap metal sale, right?
13 A: That's correct.
14 Q: You talked a little bit about scrap metal sales.
15 I've got questions for you about that. Who arranged
16 for the scrap metal sales reflected here?
17 A: Okay. Darrell talked to Greg, Greg sent Darrell to
18 Charles.
19 Q: Okay.
20 A: Okay.
21 Q: And Greg sent Darrell to Charles?
22 A: Uh-huh (affirmative response).
23 Q: And Charles is who?
24 A: My brother sitting right there in the middle.
25 Q: And who arranged to ... who sold it? Who's the

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1 person who sold it and gave you a receipt?

2 A: Darrell.

3 Q: Darrell, your brother?

4 A: No, Darrell Davis is someone that was working for

5 Greg, who Greg sent to Charles to do the land, to

6 clear the land.

7 Q: I'm a little confused. Sorry. Hold on one second.

8 So who talked to Darrell about selling the scrap

9 metal?

10 A: I just told you. Darrell worked for Greg. Greg

11 told Darrell that Darrell ... that Charles needed

12 ... that we were going to sell this land, and he

13 sent Darrell to Charles.

14 Q: You're confusing me because you're telling me more

15 than I'm asking.

16 A: I'm so sorry.

17 Q: So let me ask you this. I'll break it down.

18 A: Okay.

19 Q: Darrell is not a family member, right?

20 A: No, he's a family friend. We've known him for ...

21 grew up in the same church and all of that. So he's

22 a family friend.

23 Q: And Darrell sold the metal?

24 A: Yes, he did.

25 Q: Who asked Darrell to sell the metal?

1 A: The last person that he talked to was Charles.
2 Q: Your brother Charles?
3 A: Uh-huh (affirmative response).
4 Q: Okay: And so did Darrell give a receipt to Charles?
5 A: No, he told us he gave everything to Greg.
6 Q: Did Darrell give the money to Charles?
7 A: No, he said he gave everything to Greg.
8 Q: Did Darrell say he gave a check to Greg?
9 A: He said he gave the money. Now, I don't know
10 whether the money was check, cash, or what, I don't
11 know.
12 Q: Did you call Greg and say did you get that money
13 from Darrell for the scrap metal?
14 A: Did I call him, no.
15 Q: Do you know anybody who did?
16 A: Now, you'd have to ask Charles. I'm not sure if
17 Charles talked to him or not, but I know I didn't.
18 Q: Okay. So you're not aware of whether anybody ever
19 got money for this scrap metal, personally?
20 A: Now, sir, yes, Darrell did have some receipts. He
21 didn't show it to us all, but yeah, we know that all
22 of that stuff is gone, and we really and truly don't
23 believe that it was given to charity. We do believe
24 that somebody got some money for that scrap metal.
25 Now, I don't know where it went, but I do know that

1 it didn't come to any of the five of us.

2 Q: Do you know that Greg received it?

3 A: That I don't know because I wasn't over there with

4 the dealings with him and Darrell. I just heard

5 Darrell's part of the story.

6 Q: But the dealings were between Charles and Darrell?

7 A: Until, again this is according to Darrell, Greg

8 showed him these papers that he was personal

9 representative and to no longer deal with Charles.

10 Now, that's the wording I got from Darrell when we

11 sat down and said where is the money.

12 Q: Did you bring the receipts?

13 A: Uh-huh (affirmative response). Some of them. The

14 ones that we had.

15 Q: From Darrell?

16 A: Hold on. I'll tell you what I do have though. Hold

17 on one second. All righty. And I don't know, you

18 might want to throw this out, but this is what

19 Darrell ... we wrote this up for Darrell, and he did

20 sign it and he did say exactly what I'm telling you

21 today and exactly what he took to Charles' house.

22 Not Charles' house, excuse me, to Greg's house.

23 Q: While he's examining that, I've got a couple of

24 other questions.

25 A: Yes, sir.

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1 Q: With respect to the item above receipts provided ...
2 A: Hold on, let me get back to that page.
3 Q: ... where it says Unreceipted.
4 A: Uh-huh (affirmative response).
5 Q: How do you know what that number is if you didn't
6 get a receipt?
7 A: Sir, we did a good guesstimation of the receipts
8 that Darrell provided, minus what was in those
9 pictures; we had three combines, and those are the
10 big items on there, the old refrigerators and all of
11 that. And like I say, it is just a good guesstimate
12 based on the receipts that Darrell showed us and
13 what they had on there what it was for. But if he
14 took all of that and left the three combines, it's
15 just a good guesstimation.
16 Q: So ...
17 A: And again, I think it's on the low side, just like
18 that equipment up there, even though we've seen
19 higher estimations. Again, like I said, just being
20 very conservative with our numbers.
21 Q: Okay. Now, we're talking about ones without
22 receipts, right?
23 A: That's correct. The one without the receipt was
24 based on the receipted one.
25 Q: And the dollar amount for the ones without receipts

1 is \$5800 based on your guesstimate, right?

2 A: Uh-huh (affirmative response).

3 Q: You were critical of your brother for not having
4 receipts to show you, weren't you?

5 A: Yes, sir. But the difference, if I can make this
6 statement, if to me if he had not interfered, you'd
7 have had receipts from all of this stuff because we
8 had agreed, and I do have an account that I'd opened
9 with the credit union that we were going to properly
10 account for everything. And the money from this was
11 going to go into this account to properly have it.
12 But the reason we are guessing is because it never
13 got to us. If the receipts had gotten to us, oh,
14 you'd have had a proper accounting. We wouldn't
15 have had to guess.

16 Q: What's Darrell's last name?

17 A: Davis.

18 Q: Davis?

19 A: D-A-V-I-S, Davis.

20 Q: Does he have a criminal record?

21 A: Yes, he does.

22 Q: Okay. Let me ask you this.

23 A: He has a criminal record and, like I say, he's
24 a family friend, but he not only worked for us, he
25 worked for Greg too.

1 Q: The items of property above the scrap metal, horse-
2 pulled plow, hay rake, etcetera ...
3 A: Uh-huh (affirmative response).
4 Q: You're not saying Greg got those dollars that are
5 listed there, are you?
6 A: We're saying they're in his possession.
7 Q: Are you saying he has to buy them?
8 A: No. We're saying that we had agreed to sell them.
9 And since we don't have possession of them, he does,
10 I don't think it's fair that he should claim all of
11 this and we get nothing in return.
12 Q: Do you understand that he's not claiming it? His
13 position is you're free to have it.
14 A: That's laughable. But anyway, I don't know ... I'm
15 not comfortable, I wouldn't go on his property to
16 get it, and I don't think either of those would go
17 on his property to get it either. So if we could
18 have had possession and this is now 2011, why
19 haven't we gotten it? And I'm sorry I'm asking you
20 the question, sir.
21 Q: I think that his testimony was that, and you can
22 correct me if I'm wrong, that he couldn't sell it,
23 that it was not saleable. If you can't sell it ...
24 A: Let me find that e-mail again, and I'm going to read
25 you what he said. Okay? Let me find it. Are you

1 ready for me to read?

2 Q: Yeah.

3 A: Okay. "All, we had discussion again regarding the
4 appropriate sale price for the farm machinery and
5 equipment. I went to the dealer where daddy bought
6 this equipment because they had actual knowledge. I
7 met with the John Deere dealer in Bishopville," and
8 he has Kennedy and something else, "Mr. Kennedy gave
9 me the following information. The disc hare should
10 have a value somewhere in the range of \$150, \$250;
11 the disc, \$500 to \$800; the cultivators, 5' to 10',
12 did not have much if any value because few people
13 use that equipment anymore; planters, \$800 to \$1000;
14 tractor, \$5000; brand new bush hog, sale price
15 \$1000." Now, when I read this part, even though I
16 see what he said at the bottom, if something has
17 value, why can't you sell it? And that's why we put
18 the \$250. Even if you were giving away a brand new
19 bush hog for \$250, somebody out there would be
20 willing to buy it.

21 Q: Well, how about we give it to you and credit Greg
22 the \$250? Can we do that?

23 A: That's fine.

24 MR. JOWERS: Objection, it's an argumentative question.

25 Q: Okay.

1 A: Now he's had ... and again, now this is ...
2 **THE COURT:** Stop, please. Stop, please.
3 A: Okay.
4 **THE COURT:** Okay. The question was why don't we give you
5 the bush hog and give Greg the credit and, Ms.
6 Dowdy, you said, you didn't say anything ...
7 **MR. SCHMIDT:** I think she said okay.
8 **THE COURT:** Well, you kind of ...
9 A: Well, it's almost ... this whole process, Your
10 Honor, has been frustrating with the same kind of
11 thing we get from Greg. He's been sitting on this
12 property since 2005. Now, if there has been an
13 attempt to sell it, I don't know anything about it.
14 Now, to come in to court six years later and offer,
15 flippantly, to give it to me, I mean, are we really
16 trying to solve an issue here?
17 **THE COURT:** Okay. Now, Mr. Jowers, your objection was that
18 this question was argumentative?
19 **MR. SCHMIDT:** She did fine. I'll withdraw the objection,
20 Your Honor.
21 **THE COURT:** All right. Let's take a recess for five
22 minutes, please.
23 (Off the record, 2:46 p.m. to 2:51 p.m.)
24 **THE COURT:** Yes, sir.
25 **MR. SCHMIDT:** May it please the Court.

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

2 **Q:** If I might just approach the witness. Regarding
3 this receipt, do you have any other receipts for
4 scrap metal other than this one?

5 **A:** That's ... these are the receipts that Darrell
6 showed us. This is a statement that Darrell signed;
7 it's not a receipt, it's a statement from Darrell.

8 **Q:** So do you have any receipts or statements or
9 documents about the sale of the scrap metal other
10 than the one that's right here?

11 **A:** No, I mean, that's it. These are the receipts right
12 here.

13 **Q:** Okay.

14 **A:** And, like I said, this is Darrell's statement where
15 we finally got to talk to him and I typed that up
16 because of the fact. And like I said, what threw me
17 when he finally called me, when he started saying
18 what Greg said, and I'm like what did Greg have to
19 do with this. And that's when he started recounting
20 this, so when Charles and I did get a chance to talk
21 to Darrell I said we better have this typed up and
22 let Darrell sign off on it before other stuff start
23 changing. And like I said, with time, because this
24 was back in 2010 ...

25 **MR. SCHMIDT:** Your Honor, my only question really was were

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1 there any others, and if ...

2 A: Oh, I thought I was ...

3 **MR. SCHMIDT:** ... the witness could just ...

4 A: ... fully explaining to you. I'm sorry.

5 **MR. SCHMIDT:** ... answer the question it might go quicker.

6 I don't mean to be disrespectful, but.

7 **THE COURT:** I don't mind letting the witness answer in

8 full.

9 A: Thank you.

10 **THE COURT:** But that's ... I'll just say, a lot of people

11 get, it causes trouble sometimes when you answer

12 questions that aren't asked. So maybe just try to

13 focus. And, of course, we'll give you a chance,

14 we'll have redirect so if you want to clarify

15 anything, you can do so with questions by your

16 attorney. So please proceed, Mr. Schmidt.

17 Q: And sometimes it's my fault because of how ...

18 A: Okay.

19 Q: ... I ask the question, so I apologize.

20 A: Well, I was just making myself clear.

21 Q: Sure.

22 A: And to let you know that I didn't consider this

23 piece of paper here a receipt, but a statement.

24 Q: Okay.

25 A: Okay. And I just wanted to make sure we were

1 talking about the same thing.

2 Q: Now, I want to ask you about a couple of finite

3 things in this statement.

4 A: Uh-huh (affirmative response).

5 Q: First, I want you to read this sentence right here

6 that begins with the word I.

7 A: Okay. "I also agree to a 50/50 split of the

8 proceeds."

9 Q: Okay. Now, I have another question. He's got a D

10 and a B; do you see that?

11 A: Uh-huh (affirmative response).

12 Q: Do you know what those indicate? In other words,

13 let me ask you this. Under the D he's got a total

14 of \$1230.65 and under the B he's got \$1230.65.

15 A: That's Davis and Brown.

16 Q: If you add them, don't they equal \$3661.30?

17 A: These two equals \$3000.

18 Q: Okay. Those two equal it?

19 A: These two equal \$3000.

20 Q: I see, the top two?

21 A: Uh-huh (affirmative response).

22 Q: Okay. And what's the D?

23 A: Davis.

24 Q: What's it say Davis there for, what does that mean?

25 A: That's splitting this amount 50/50.

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1 Q: \$3661.30?
2 A: Uh-huh (affirmative response).
3 Q: Was to be split 50/50 between who and who?
4 A: Davis and Brown.
5 Q: Okay. So how much would Brown have ... well, it
6 says here, To be paid for Brown, doesn't it?
7 A: Uh-huh (affirmative response).
8 Q: To be paid?
9 A: Correct.
10 Q: And the amount that was to be paid to Brown was
11 \$1230.65, right?
12 A: That's correct.
13 Q: Not \$3661.30, right?
14 A: That's correct.
15 Q: Why does your accounting chart have ...
16 A: Because we never saw one ...
17 Q: ... income of \$3661.30?
18 A: ... red ...
19 **THE COURT:** Hold on a second.
20 A: Okay. I'm sorry.
21 **THE COURT:** You're starting to answer before he finishes
22 the question.
23 A: Okay. I'm sorry. I'm sorry. Finish your question
24 and I'm going to hold my peace and I'll tell you.
25 **THE COURT:** It's hard for me and the court reporter because

1 I have to pay attention and understand and the court
2 reporter has to get it all down. So restate your
3 question.

4 MR. SCHMIDT: Okay. Thank you.

5 Q: Why does your calculation of income that you're
6 attributing to Greg Brown include \$3661.30 for
7 receipted sale of scrap metal when the amount to be
8 paid was \$1230.65?

9 A: Because we never saw one brown penny of any of it.
10 And we assumed that it went somewhere, but it did
11 not come to us so we put the entire amount in.

12 Q: And treated it as if Greg got it?

13 A: Correct.

14 Q: Does that seem fair to you?

15 A: Yes, it does.

16 Q: Okay. Thank you.

17 A: You're welcome.

18 Q: Can I have that back?

19 A: Thank you.

20 Q: And unreceipted scrap metal is almost twice that
21 amount, right?

22 A: Almost, not quite.

23 Q: Okay. Oh, yeah. At the top you've got income,
24 third party income. American General Life and
25 Accident, receipt provided, \$355.53, right?

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1 A: Correct.

2 Q: And Loyce American Life Insurance, receipt provided,
3 \$1005.15, right?

4 A: Correct.

5 Q: And you count that as income to Greg?

6 A: Not necessarily to Greg. See, that's calculation of
7 income expense, property of Willie Brown, Sr.

8 Q: You count it as income to the whole?

9 A: Yes.

10 Q: To offset against?

11 A: Offset against that funeral expense down there for
12 \$10,823.75.

13 Q: I'm glad you brought that up because that's what I
14 was going to point your attention to.

15 A: Okay.

16 Q: Were you aware that the American General Life and
17 Accident policy payment and the Loyce American Life
18 Insurance payment were both paid directly to Levy's
19 Funeral Home and thus had the result of lowering the
20 amount of Levy's Funeral Home bill to \$10,823 when
21 they would have been \$10,823 plus \$1005 plus \$355?

22 A: No, sir. This document that I'm looking at said
23 total amount \$10,823.45, amount paid in the
24 beginning \$9403.75, leaving a balance of \$1420.
25 Now, if you were to subtract from that \$1420 that

1 \$355.53, that \$1005.15 and that \$420, you would have
2 a credit which we received of \$360.68. Follow me?
3 Do you follow what I said? Do you want me to repeat
4 it? And I'm not being flippant. But I did it. The
5 total amount was \$10,823 ...
6 Q: I follow you.
7 A: Okay. But, I mean, you can take that out but then
8 you have to reduce the funeral home to \$9403.75.
9 Q: Back when the parties were discussing agreeing the
10 division of the property physically along the
11 handwritten lines that we talked about ...
12 A: Yes, sir.
13 Q: ... you said that everybody but Greg agreed. Isn't
14 it true that the reason that everybody but Greg
15 agreed is that no one was agreeing to pay him for
16 the expenses of the property?
17 A: No, sir. Now ...
18 Q: Were you agreeing to pay for the expenses of the
19 property then?
20 A: Start with ... ask me that first part again, about
21 the division of the lines.
22 Q: Well, first let me ask you this.
23 A: We all agreed that. We all agreed that was equal,
24 that was fair, that we would do something according
25 to, similar to that, dividing the land by six ways.

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1 And we also knew that the land needed to be formally
2 surveyed, and as my sister stated in hers, not only
3 surveyed but recorded with Richland County the six
4 different divisions. Because when we went ... we
5 were under the impression that the land had already
6 been surveyed. Okay? And then we found out that it
7 was not surveyed but an appraisal had been done.
8 I'll hush.

9 Q: Pardon me?

10 A: I said I'll hush because I'm getting ready to go
11 onto something else but you didn't ask me that and
12 you've already told me to cut it short.

13 Q: You said that you had family records of the payments
14 that were made by your siblings. Can you show me
15 the records of the payments made by Joe? Do you
16 have the copies of the checks?

17 A: Bring me that big ... hold on one second. I hope I
18 brought that with me but ... and, sir, if I don't
19 have it today, I can assure you I can get that to
20 you because I do have it.

21 MR. SCHMIDT: We did issue a trial subpoena for all the
22 records.

23 MR. JOWERS: When did you do that?

24 MR. SCHMIDT: It was served on you Friday.

25 MR. JOWERS: It was not.

1 MR. SCHMIDT: All right.

2 Q: So do you have the document showing Joe's payments?

3 A: Yes. On check number 2673 written to Gregory Brown,

4 \$750; check 2734 written October the 7th, 2005, \$750;

5 and then check 1388 June the 2nd, 2010, \$1700. Oh,

6 wait a minute, that's Mr. Jowers. Sorry about that.

7 Q: That's for Mr. Jowers?

8 A: Yeah, sorry about that.

9 Q: So it's two payments?

10 A: That's what I have.

11 Q: Okay. If you mind, if I could just show these to my

12 client.

13 A: Uh-huh (affirmative response).

14 Q: Now, if you'll look at your chart, the second page,

15 you indicate that he made payments of \$2400.

16 A: Yes, sir. And I don't have that one with me. The

17 difference which would be ... \$750 and \$750, hold

18 on.

19 Q: But, when Greg Brown told you that he accounted for

20 \$1750 from Joe, you contended it was \$2400 ...

21 A: Uh-huh (affirmative response).

22 Q: ... and the only evidence you have here is \$750 two

23 times, right?

24 A: Yes.

25 Q: Okay. Show me the amounts that you have ...

1 MR. JOWERS: Your Honor, Joe Brown is in the courtroom, so
2 rather than wasting the Court's time beating up on
3 this question he'll be delighted to testify.

4 THE COURT: We're not wasting time. We have to be here.

5 MR. JOWERS: Oh, all right.

6 THE COURT: Go ahead and do what you've got to do.

7 Q: Show me the ... you said that you had the family
8 records of these payments. Can you show me the
9 family records of the payments by Nellie Boyd?

10 A: No, now I don't have those with me. Didn't know I
11 needed them today. And if you want us to get it to
12 you, then, I mean, we will because I did ... and I
13 promise you in court I did not pull these numbers
14 out of the air. But if it needs to be and Mr.
15 Jowers says that we need to, then we'll do it. But
16 I do want to say this. It was not incumbent upon us
17 if we had had a separate checking account or savings
18 account, the way it should have been, he'd have had
19 the records and we wouldn't have had to be sitting
20 here proving what we paid to him. Because he was
21 supposed to be keeping up with this, not us.

22 Q: And you wanted him to report to you about these
23 things, right?

24 A: No, not report. As far as ... and I'm going back on
25 my memory of what a personal representative was

1 supposed to do. And I might have went above and
2 beyond when I was personal representative for my
3 grandmother, but I kept everything; receipts,
4 income, whatever. If anybody wished to see it, they
5 could have. But it wasn't for me if someone gave me
6 some money or came to me with a receipt to demand
7 from that person that they produce or prove what
8 they had paid or what kind of expenses they had
9 incurred. Now we, as far as I know, I know
10 everything I did I sent by check. And if need be, I
11 can go to the bank because I do keep my bank
12 records, to go back and pull these from 2005. I can
13 do that. But again, I know you're asking me to
14 prove, but I really and truly don't think that I
15 should have to prove what we gave to him and he
16 should have been keeping up an account with this.

17 Q: My question is did you want him to report the status
18 of these things to you?

19 A: No, but he should have ... report is not the word.
20 He should have been able to give that final
21 accounting when he should have.

22 Q: Okay.

23 A: Not necessarily report to me.

24 Q: Okay. I'd like to go ahead and mark this for
25 identification.

1 COURT REPORTER: This is Six.
2 (Plaintiff's Exhibit Number Six was marked for
3 identification purposes.)
4 Q: I'm showing you Plaintiff's Six. Do you recognize
5 that?
6 A: Yes, sir. Hold on one second. And I'm going to
7 pull something out here. This bill, the first one,
8 the flowers ...
9 Q: Well, wait, my first question was simply ...
10 A: Yeah, I recognize it. I recognize it. I recognize
11 it.
12 Q: You need to slow it down. You might be answering
13 questions I don't even have.
14 A: That's okay.
15 Q: Okay. So you received that during the course of
16 events, and Mr. Greg Brown provided that to you,
17 right?
18 A: Mister, I don't see a date on here, because I've
19 been trying to keep everything by date because we
20 did receive many e-mails with many of these. So
21 this looks familiar as to his format of record
22 keeping that he's given to us. So, yeah, I'm
23 looking at this.
24 Q: And it contains some detailed remarks about what
25 checks he received from which of the siblings, and

1 the amounts?

2 A: He has days. I don't see any checks, but let me

3 look for the check number.

4 Q: And also it has expenses?

5 A: Yes.

6 Q: Okay. I don't have anymore questions. Thank you.

7 **THE COURT:** All right. Any redirect, Mr. Jowers?

8 **MR. JOWERS:** Nothing further from this witness, Your Honor.

9 **THE COURT:** Okay. You may come down.

10 A: May I look at one thing? Before I leave I want to

11 get this ... because I see the check that he's

12 missing from Joe and I wanted to let him know which

13 one that is.

14 **THE COURT:** Most people are anxious to get off the stand,

15 Ms. Dowdy.

16 A: I'm coming. I just want this thing to be straight

17 and correct and everybody to get ... I just want to

18 get it straight, sir.

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

20 A: Thank you.

21 **THE COURT:** All right, Mr. Jowers?

22 **MR. JOWERS:** I call Charles Brown.

23 **THE COURT:** Before we start, Mr. Ward's here for a 3:00.

24 Do y'all think we can finish in less than 45 minutes

25 or an hour? Mr. Ward, how long is yours going to

1 agree on. All right, we'll stand in recess. We'll
2 resume with direct examination of the defendants'
3 next witness.

4 **MR. JOWERS:** Thank you, Your Honor.

5 **THE COURT:** Thank you.

6 (There being nothing further, the hearing was adjourned at
7 3:19 p.m. and reconvened on Tuesday, May 3, 2011 at 10:31
8 a.m.)

9 **THE COURT:** I spoke to the lawyers in chambers and they
10 reminded me that we were in the middle of the
11 defendants' case. We've completed Ms. Dowdy's
12 testimony and, Mr. Jowers, you may proceed.

13 **MR. JOWERS:** So you'll you stipulate on this?

14 **MS. COPELAND:** To the changes.

15 **MR. SCHMIDT:** We'll stipulate that you can submit the
16 changes to the Court. We don't agree that they're
17 right.

18 **MR. JOWERS:** Right. An exhibit that was previously
19 admitted, with minor corrections.

20 **THE COURT:** Which exhibit, sir?

21 **MR. JOWERS:** It was Defendants' Exhibit Number Three.

22 **THE COURT:** Okay. And ...

23 **MR. JOWERS:** There are highlighted changes there, just on
24 taxes, and we've revised some of the contributions.

25 **THE COURT:** All right. Mr. Schmidt, we're going to give

1 this a new exhibit number so, but the record will
2 reflect that it's a corrected version of another
3 exhibit.
4 **MR. SCHMIDT:** That's fine.
5 **MR. JOWERS:** That's fine.
6 (Defendants' Exhibit Number Eighteen was marked and
7 entered into the record at this time.)
8 **THE COURT:** Okay.
9 **MR. JOWERS:** If it please the Court, Your Honor.
10 **THE COURT:** Yes, sir.
11 **MR. JOWERS:** We call Charles Brown.
12 **THE COURT:** Please raise your hand, sir.
13 (Witness is sworn.)
14 **THE COURT:** Mr. Brown, you're going to have to speak loud
15 so I can hear you and the court reporter can hear
16 you.
17 **MR. JOWERS:** If I may stand close to him, he does have a
18 hearing problem, Your Honor.
19 **THE COURT:** Okay. That's fine.
20 **CHARLES BROWN,** being duly sworn, testifies as follows:
21 **MR. CHARLES BROWN - DIRECT EXAMINATION BY MR. JOWERS:**
22 **Q:** Okay, Mr. Brown, state your name for the record,
23 please.
24 **A:** Charles Brown.
25 **Q:** You are one of the children of Willie Brown, Senior?

1 A: Yes, sir.
2 Q: You are familiar with the real estate that is the
3 subject of this action?
4 A: ~~Yes, sir.~~
5 Q: There are two tracts, is that correct?
6 A: Yes, sir.
7 Q: The home place tract is on Clarkson Road, is that
8 correct?
9 A: That is correct.
10 Q: And that property is along Clarkson Road?
11 A: That's correct.
12 Q: The other tract is near Weston Road, is that
13 correct?
14 A: That is correct.
15 Q: Can these properties be divided equally?
16 A: Yes, sir, certainly can.
17 Q: Okay. There's a house on the home place or the
18 Clarkson Road tract, is that correct?
19 A: That's correct.
20 Q: What is the condition of that house?
21 A: It's in bad shape, it's not livable, the floors are
22 falling in. The house has no value.
23 Q: All right. It's a concrete block house?
24 A: Yes, sir.
25 Q: Does it have insulation?

1 A: No, sir.
2 Q: Okay. These are photographs of the house, is that
3 correct?
4 A: Yes, sir.
5 Q: So the floor is falling in?
6 A: Yes, sir, the floor has fallen to the ground. You
7 can't walk in it. It's in bad shape.
8 Q: All right.
9 MR. JOWERS: Is he speaking loud enough, Your Honor?
10 THE COURT: Yes.
11 MR. JOWERS: Okay.
12 Q: All right. I notice that the house is boarded up.
13 Who did that?
14 A: I did.
15 Q: Okay. The area around the house, has it been
16 maintained at all over the years?
17 A: No, sir. The bushes have grown up. No, it's not
18 maintained, no.
19 Q: Okay. All right. After your father's death in
20 2005, I assume there were personal possessions in
21 the property?
22 A: Yes, sir.
23 Q: What happened to those?
24 A: After he died Greg went in and got the merchandise.
25 Q: What did he do with it?

1 A: Sir?

2 Q: What did he do with the items that ...

3 A: Got them in his possession.

4 Q: He has them? Has he ever divided anything among the
5 heirs?

6 A: No, sir.

7 Q: All right. Now, I believe Greg Brown testified that
8 there was electricity on at the house throughout this
9 period of time?

10 A: Yes, sir.

11 Q: Was that necessary?

12 A: Not really, the house is not livable. Maybe the
13 security light, but I don't think the power should
14 have been on in the house.

15 Q: All right. So there was a security light at the
16 property?

17 A: Yes, sir.

18 Q: Was that separately metered?

19 A: Yes, sir.

20 Q: So there was a meter for the electricity for the
21 light pole and a meter for the house?

22 A: Yes, sir.

23 Q: Is it your understanding that it was kept, the
24 electricity was kept current for both meters?

25 A: I'm sorry, could you repeat that?

1 Q: That was a bad question, let me rephrase that. I'm
2 sorry. It's your understanding that the electricity
3 was in service to the house and to the light pole
4 the entire period?
5 A: Yes, sir.
6 Q: Okay. Is this a representative bill for the
7 property?
8 A: Yes, sir.
9 MR. SCHMIDT: No objection.
10 MR. JOWERS: I'd like to offer this, Your Honor.
11 (Defendants' Exhibit Number Nineteen was marked and
12 entered into the record at this time.)
13 THE COURT: All right, please proceed.
14 Q: Throughout the period of time after your father's
15 death, no one lived in this house, did they?
16 A: No one lived in the house, no.
17 Q: Okay. How much did the security light cost per
18 month?
19 A: That's \$7.
20 Q: \$7 a month?
21 A: Yes, sir.
22 Q: Okay. So your opinion as to the need for
23 electricity to the house is what?
24 A: Sir?
25 Q: Do you think it was necessary to have electricity on

1 at the house?

2 A: No, sir.

3 Q: The family, that is you and your brothers and

4 sister, met on September the 2nd, 2007; is that

5 correct?

6 A: That's correct.

7 Q: This Exhibit Number Six, that are minutes of that

8 meeting, is that correct?

9 A: That is correct.

10 Q: There was an extra page to that, was there not?

11 A: Yes, sir.

12 Q: Okay.

13 MR. JOWERS: We would like to admit this. It will explain

14 a couple of things.

15 MR. SCHMIDT: No objection.

16 (Defendants' Exhibit Number Twenty was marked and

17 entered into the record at this time.)

18 Q: In this meeting, you and your siblings apparently

19 discussed all the matters outstanding at that time,

20 is that correct?

21 A: That is correct.

22 Q: There is a list of personal property in the items

23 two and three, is that correct?

24 A: That's correct.

25 Q: Greg Brown was there, correct?

1 A: That's correct.

2 Q: And he apparently agreed to this, or did he object
3 to any of these items?

4 A: Yes, he agreed to it.

5 Q: Okay. With respect to number four, it says the land
6 will be surveyed and divided into six ways. Why did
7 this not happen?

8 A: Well, I guess about a couple weeks later Greg sent
9 out an email, and he came to some figures that we
10 couldn't agree upon and pretty much talk just
11 stopped.

12 Q: Did what now? The email from Greg, now what was the
13 problem with the email?

14 A: He sent an email and had some figures on the email
15 which we didn't agree with, and we never determined
16 how much each of us would pay, contribute to the
17 estate. And talk just stopped on it, we just
18 couldn't come up with a figure.

19 Q: I'll show you these. Are these copies of the emails
20 that Mr. Gregory Brown sent?

21 A: Yes, sir.

22 Q: And there's responses in there that you received
23 copies of? There's responses to his email that you
24 received copies of?

25 A: Yes, sir.

1 MR. JOWERS: Your Honor, I would like to introduce these
2 into evidence.

3 MR. SCHMIDT: No objection.

4 THE COURT: Okay, one moment please. Okay.

5 (Defendants' Exhibit Number Twenty-one was marked
6 and entered into the record at this time.)

7 MR. JOWERS: Thank you, Your Honor.

8 Q: In this email from Gregory Brown, dated November 21,
9 which was just admitted as Exhibit Twenty-one, he
10 basically is saying that ... what is he saying
11 there, Mr. Brown?

12 A: He wanted ... we agreed to, each one of us agreed to
13 contribute a certain amount of money, and then on
14 this email here it came up about the drawing, a
15 drawing for the house. And he proposed the value
16 for the house and so forth, but we was trying to
17 figure where the numbers come from, you know, the
18 \$17,516 and the lotto ... I mean, the drawing for
19 the house, we didn't really discuss that in detail
20 about that. Matter of fact, some of us, that was
21 the first time we heard that, about the drawing for
22 the house.

23 Q: Okay.

24 A: And at that point we just kind of stopped talking
25 about that.

1 Q: All right. In the family agreement, or the
2 agreement that y'all made on September 2 that's
3 Exhibit Six, the first item says, "A detailed
4 listing of all income and expenses would be
5 calculated; the balance owed or excess income will
6 be distributed equally among children." Was the
7 detailed accounting ever received?
8 A: No, sir.
9 Q: Has that been the problem with the whole matter?
10 A: Yes, sir.
11 Q: Has there ever been really a problem about dividing
12 the real estate?
13 A: Repeat that, sir?
14 Q: Has there ever really been a dispute among the
15 family about dividing the real estate?
16 A: No.
17 Q: Okay. So the issue's been money, is that correct?
18 A: That's correct.
19 Q: All right. There has been ... there was on the
20 property, as I believe Vivian Dowdy testified, a lot
21 of equipment, scrap metal equipment. You live near
22 this property, correct?
23 A: That's correct.
24 Q: So you're aware of what's there and what's not
25 there, is that correct?

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1 A: That's correct.

2 Q: Tell me about what happened to the equipment and the
3 scrap metal that was on the property.

4 A: Well, before my daddy passed away he had a lot of
5 metal and so forth around the house. But people
6 started stealing the metal, the merchandise and so
7 forth around the house, and they pretty much took
8 the bulk of it, you know, 85 percent of it.

9 Q: All right. At some point the family agreed to try
10 to salvage what was there and sell it, is that
11 correct?

12 A: That's correct.

13 Q: All right. You were tasked with dealing with that
14 issue, were you not?

15 A: I'm sorry?

16 Q: You were told to deal with that issue by the family?

17 A: That's correct, I was.

18 Q: What did you do?

19 A: I talked to ... Daryl approached me about ...

20 Q: Who? Daryl, what's his name?

21 A: Daryl Davis, Mr. Davis.

22 Q: Okay.

23 A: He approached me, he said Greg told him that we was
24 looking for someone to get rid of the metal because
25 we had people stealing it, the metal. And so I told

1 Daryl that I would get, I would call around and get
2 a couple of quotes for moving the metal and then I
3 would get back with him and we would see what the
4 figure is. So I gave ... it was a couple weeks
5 later I gave Daryl the go ahead to move the metal.
6 And I guess about three or four days later I was
7 trying to contact Daryl but he didn't respond, and I
8 was told that, you know, we needed the proceeds from
9 the metal to go towards the estate because it was a
10 legal matter here. And then Daryl stopped answering
11 my calls, and I got kind of worried and I called
12 him, I told him that we needed to proceed. We
13 needed receipts, we needed proceeds from the metal
14 and materials so we could put it towards the estate.
15 And so I was approached by some of my ... Vivian, my
16 brothers and sisters, they were saying, you know,
17 how things was going. I told them that I hadn't
18 heard from Daryl. And then Vivian contacted Daryl,
19 and then that's when Daryl told us that Greg told
20 him not to deal with me or the family, that the
21 matter was in his hands, he was taking care of it.

22 Q: Okay, that Greg was taking care of ...

23 MR. SCHMIDT: Your Honor, I would just move to strike the
24 hearsay, double-hearsay and triple-hearsay portions
25 of the testimony.

1 **THE COURT:** Okay. Mr. Jowers?

2 **MR. JOWERS:** Mr. Davis is in the courtroom, so he will be
3 able to testify to that, Your Honor.

4 **THE COURT:** Okay. Now, Mr. Schmidt, your objection will
5 require us to go back and, if we do produce a
6 transcript, to go back and redact everything that's
7 been said. We'd have to go back and make a ruling
8 on everything he said. Now, I did notice that we
9 really weren't going by the book as far as leading
10 questions and hearsay and things like that were
11 concerned. But maybe you can rephrase your
12 objection. You want us to go back and redact
13 everything he said that was hearsay or double-
14 hearsay?

15 **MR. SCHMIDT:** Well, how about this. I'll just object to
16 the question and ask that it be rephrased in a way
17 that does not illicit hearsay testimony.

18 **THE COURT:** Okay, going forward. All right. Mr. Jowers,
19 you may proceed.

20 **Q:** Did you receive from Mr. Davis any money?

21 **A:** No, sir.

22 **Q:** Okay. Mr. Brown, you have contributed \$2150 to the
23 expenses of this matter, is that correct?

24 **A:** Yes, sir.

25 **Q:** And each of your checks were written to Gregory

1 Brown individually, correct?

2 A: Yes, sir. That's correct.

3 Q: Do you still believe the property can be partitioned

4 or should it be sold?

5 A: Yes, sir, definitely, indeed.

6 Q: It can be partitioned?

7 THE COURT: I don't think Mr. Brown understood the

8 question.

9 MR. JOWERS: Oh, okay.

10 THE COURT: You asked him either or ...

11 Q: Do you think the property can be divided?

12 MR. JOWERS: Sorry, Your Honor.

13 A: Can it be divided?

14 Q: Yes, sir.

15 A: Yes, sir.

16 Q: Okay. You're asking the Court to divide the

17 property, is that correct?

18 A: Yes, sir. It should stay in the family.

19 Q: Okay.

20 MR. JOWERS: No further questions, Your Honor.

21 THE COURT: All right. Thank you. Mr. Schmidt?

22 MR. SCHMIDT: I have some.

23 MR. CHARLES BROWN - CROSS-EXAMINATION BY MR. SCHMIDT:

24 Q: Mr. Brown, your testimony was that the issue has

25 been money, right?

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1 A: Pretty much. We never agreed upon, yeah, the
2 accounting. We never ... yes.
3 Q: Okay. Who has been paying the mortgage on the
4 property since your father died?
5 A: Well, Greg started it, then we ... a couple months
6 ago, last year, I think we contributed in there.
7 Q: Do you know anybody who's paid a mortgage payment to
8 the mortgage company other than Greg?
9 A: We contribute to that.
10 Q: Listen to my question. Do you know anybody other
11 than Greg who has sent a check to pay the mortgage
12 to the mortgage company?
13 A: Yes, sir.
14 Q: Who?
15 A: I believe Vivian.
16 Q: Vivian sent ... when did Vivian send a mortgage
17 payment to First Federal?
18 A: When she sent it? I don't know that.
19 Q: Do you know how many she sent?
20 A: No, sir, I don't.
21 Q: Do you know how much it was for?
22 A: No, I don't.
23 Q: Do you know of any other payments that were sent,
24 other than that, by anybody other than Greg?
25 A: What, to the mortgage company?

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1 Q: Uh-huh (affirmative response).
2 A: Again, those are the only two I know that have.
3 Q: Okay. Who's been paying the utilities on the
4 property since your father died?
5 A: Greg.
6 Q: Anybody else?
7 A: No.
8 Q: Do you know whether it's possible to get a security
9 light if you don't also have service to the house?
10 A: Yes, you can get a security light.
11 Q: Without service?
12 A: Yeah, you can turn the power to the house.
13 Q: Okay. Do you know how much power the house was
14 using, apart from the security light?
15 A: Not right offhand.
16 Q: Okay.
17 A: On the average ... this is I think the average bill
18 here.
19 Q: I want to draw your attention back to those minutes.
20 I think it was Number Six. Let's see. Here we go.
21 There it is, in the second page, it's his Number
22 Twenty. Let's put them together for your advantage
23 there. I want to ask you about a couple things in
24 there. The date of this agreement .. you remember
25 this being the agreement, right?

1 A: Sir?

2 Q: Do you remember this being the agreement?

3 A: Yes, sir.

4 Q: September 4th, 2007, right? Look at the date right
5 here.

6 A: Yes, sir.

7 **THE COURT:** Which exhibit number, please?

8 **MR. SCHMIDT:** It's Number Six, and Number Twenty is the
9 second page of it.

10 **THE COURT:** All right. This is Defendants' Exhibit Number
11 Twenty?

12 **MR. SCHMIDT:** Defendants' exhibit.

13 **THE COURT:** Okay, thank you. Please proceed.

14 Q: Item number one, a detailed listing of all income
15 and expenses will be calculated; the balance owed or
16 excess income will be distributed equally among the
17 children. You agreed to that?

18 A: Yes, sir.

19 Q: Everyone agreed to that?

20 A: Yes, sir.

21 Q: Did this include the idea that if Greg was paying
22 the mortgage, that everybody would contribute their
23 proportionate share for it?

24 A: That's correct.

25 Q: And you still intend that today?

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1 A: Yes, sir.
2 Q: Okay. Number four, B says that the lot has a house
3 ... that has a house will have a higher value placed
4 on it, right?
5 A: Yes, sir.
6 Q: Okay. And who ... what was the agreement about how
7 that higher value would be determined?
8 A: We agreed that we would get a surveyor and survey the
9 land and so forth. And we would do a lotto that
10 whoever won that lot, that's who would get that
11 house.
12 Q: And everybody was to contribute for the survey?
13 A: Yes, sir.
14 Q: Okay. And as far as the lottery, you agreed to a
15 lottery, didn't you?
16 A: I agreed to what, sir?
17 Q: To a lottery, for property.
18 A: Lottery for property?
19 Q: Yeah. You agreed to that?
20 A: Yes, sir.
21 Q: Everybody ...
22 A: Everybody ... yeah, everybody pretty equally.
23 Q: Yeah. Look at page 20 now. I'm sorry, Exhibit
24 Twenty, the second page of the same document. "Date
25 will be determined later for due date of balance

1 owed or income distribution."

2 A: Right.

3 Q: And there was a question, what if a sibling cannot

4 meet his or her obligation of the balance owed,

5 right?

6 A: Yes, sir.

7 Q: You guys understood that back in September of '07,

8 correct?

9 A: That is correct.

10 Q: Now I want to direct your attention to Exhibit

11 Twenty-one, this email set. Turn to the very last

12 page.

13 **THE COURT:** This is Defendants' Exhibit Twenty-one?

14 **MR. SCHMIDT:** Exactly.

15 Q: And there, do you see an email from Vivian Dowdy?

16 **MR. SCHMIDT:** I might approach to direct his attention to

17 it?

18 **THE COURT:** Yes.

19 Q: Do you see that? December of 2007, right?

20 A: Yes, sir.

21 Q: And I'm just going to read it. It's to Greg Brown.

22 It says, "Hello, Greg; I spoke with an attorney, Mr.

23 Gerald Jowers, this afternoon. He informed me that

24 the lottery for the house and the 4.83 acres cannot

25 be completed unless the other five names listed on

1 the deed were in agreement." Had you agreed to do a
2 lottery?

3 A: Not this lottery. Now, the lottery ... there's two
4 ... I think we're talking about two different
5 lotteries. Now, the lottery we're talking about was
6 dividing it ... putting everybody's name in a hat
7 and drawing a number, and whatever there ... that's
8 one lottery. This lottery here is not the same lottery
9 that ...

10 Q: What's the difference?

11 A: What is being stated.

12 Q: What's the difference?

13 A: This lottery here, Greg was taking money. He wanted
14 money. It was like you paid a certain amount of
15 money to get the ... to own the house and so forth.

16 Q: The difference in value?

17 A: This the lottery we didn't agree with Greg. We
18 didn't totally agree with that because we're
19 inheriting the house from my father or parents, then
20 why should we pay ...

21 Q: The difference in the value between that and the raw
22 land?

23 A: No, this is not what this email is ... my
24 understanding this email was about.

25 Q: Well, let me ask you. I'm going to direct you, just

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1 to see if I can refresh your recollection about your
2 understanding of the lottery. Didn't you write an
3 email about it? Read what you wrote to the Court.
4 Or do you want me to read it?
5 A: Yes, you sure can.
6 Q: Let me hold it.
7 A: As a matter of ...
8 Q: Go ahead.
9 A: "I hope this email finds all of you in good health
10 and good cheer. As to the matter of the Willie
11 Brown estate, the only person that ... "
12 **THE COURT:** Hold on a second. Slow down, please.
13 A: Wait a minute, that's not ...
14 **THE COURT:** Sir, please speak a little more slowly.
15 Q: I'll tell you. I'll read it and you can just
16 correct me ...
17 A: Oh, no, no, here's my ... this is what ...
18 Q: Here, I'll read it and you tell me if ...
19 A: This is Greg's email, not mine.
20 Q: "I must have missed a meeting or something."
21 A: Yeah, I must have missed it.
22 Q: "I don't remember this option. What happened to the
23 lottery drawing for the lots, fair, equal and easy?"
24 A: Right.
25 Q: "Personally, I do not agree with this because it is

1 like buying property that's already been inherited."
2 A: That's right.
3 Q: That was your view of it?
4 A: That's right.
5 Q: You didn't understand the idea of paying extra for
6 the house ... the lot with the house on it, if it
7 was worth more?
8 A: I'm sorry, repeat that, sir.
9 Q: You didn't understand the idea of paying extra for
10 the lot that had the house on it if it was worth
11 more than the ones without?
12 A: We really didn't get into too much details about
13 that. I mean, that was something that ... what we
14 did agree upon was this, is my recollection, we
15 talked generally that since the house has more value
16 on the house we considered that whoever got that
17 property would get less acreage to kind of balance
18 things out, again, fair and equal.
19 Q: In November of 2007, didn't your sister Nellie say
20 that she was still interested in participating for
21 the lottery for the property in the manner discussed
22 and agreed in the family meeting of September of
23 2007; didn't she say she agreed to that?
24 A: Yes, sir. But again, that lottery is not the same
25 lottery that Greg was talking about. Our lottery

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1 was being fair; put everybody's name in a hat and
2 draw a number out, and whoever gets the number,
3 that's who gets the lottery.

4 **MR. SCHMIDT:** No questions.

5 **THE COURT:** Any re-direct?

6 **MR. CHARLES BROWN - RE-DIRECT EXAMINATION BY MR. JOWERS:**

7 Q: Mr. Brown, a survey was never made, dividing up the
8 properties, is that correct?

9 A: No, sir.

10 Q: So really you could not have the lottery that you
11 anticipated?

12 **MR. JOWERS:** I'm sorry, let me step closer, Your Honor.

13 Q: A survey was never made?

14 A: No, sir.

15 Q: Based on your agreement, a survey had to be made
16 before the lottery could take place?

17 **MR. SCHMIDT:** I'm going to object to leading. It would be
18 better if the witness would testify.

19 **THE COURT:** All right. Sustained.

20 Q: Okay. The family agreement of September 2nd, number
21 four concerns the real estate, is that correct, Mr.
22 Brown?

23 A: That's correct.

24 Q: What's the first thing on there?

25 A: Land will be surveyed and divided six ways.

1 Q: Was that ever done?
2 A: No, sir.
3 Q: So that was not done at the time Mr. Greg ...
4 MR. SCHMIDT: Objection. Leading.
5 MR. JOWERS: That is not ... I haven't even asked a
6 question.
7 THE COURT: Hold on a second. What was your question?
8 MR. JOWERS: I haven't had ...
9 MR. SCHMIDT: "So that was not done" is typically the way
10 you start a leading question.
11 THE COURT: Okay. Well, let's go back to law school.
12 Leading questions are those that suggest an answer
13 or are yes/no questions typically. And under the
14 rules, they're only allowed on cross-examination,
15 with some minor exceptions. And if you could re-
16 state your question, then you can restate your
17 objection, I'll rule.
18 MR. JOWERS: All right. My question was going to be this,
19 Your Honor.
20 THE COURT: Yes, sir.
21 Q: Since, as you say, a survey was not made, there was
22 no survey at the time Mr. Gregory Brown proposed to
23 have this lottery, is that correct?
24 MR. SCHMIDT: Objection.
25 THE COURT: Okay. On what grounds? This is leading?

1 Okay. You might ...

2 **MR. JOWERS:** That's not leading, that's just stating ...

3 it's a fact, asking for a fact.

4 ~~**THE COURT:** It's a yes/no question though, isn't it?~~

5 **MR. JOWERS:** It's still just asking for a simple fact.

6 **THE COURT:** Okay. Please rephrase the question.

7 **MR. JOWERS:** All right.

8 **Q:** So your testimony is that a survey was never made

9 dividing the property?

10 **A:** That is correct.

11 **Q:** Okay. How did Mr. Brown propose to have a lottery

12 without a survey?

13 **A:** I don't have the slightest idea.

14 **Q:** So you did not have any idea how he was going to ...

15 **MR. SCHMIDT:** Objection, leading.

16 **A:** No, sir.

17 **THE COURT:** Overruled.

18 **Q:** All right.

19 **MR. JOWERS:** No further questions.

20 **THE COURT:** Any re-cross?

21 **MR. SCHMIDT:** None.

22 **THE COURT:** Okay. Thank you, sir, you may come down.

23 Watch your step please. Okay, Mr. Jowers?

24 **MR. JOWERS:** Your Honor, we call Daryl Davis.

25 (Witness is sworn.)

1 DARYL DAVIS, being duly sworn, testifies as follows:
2 MR. DAVIS - DIRECT EXAMINATION BY MR. JOWERS:
3 Q: Mr. Davis, state your name for the record.
4 A: Daryl Davis.
5 Q: You're acquainted with the family of Willie Brown,
6 Senior, is that correct?
7 A: Yes, sir.
8 Q: Known them a long time?
9 A: Yes, sir.
10 Q: Do you know Gregory Brown?
11 A: Yes, I do.
12 Q: Where do you live, Mr. Davis?
13 A: I stay on Meeting House Road.
14 Q: That's near Mr. Gregory Brown?
15 A: Yeah, it's probably ... it's directly across the
16 street from him.
17 Q: Have you done work for Mr. Brown over the years,
18 Gregory Brown?
19 A: Yes, sir.
20 Q: All right. In May, or in the spring of 2007, did
21 you speak with Mr. Brown, Gregory Brown?
22 A: Yes, I did.
23 Q: What was the subject of the conversation?
24 A: Concerning the scrap metal that was left on the
25 property.

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1 Q: And the property is the property of Willie Brown,
2 Senior?
3 A: Yes, sir.
4 Q: What was the point of your conversation with Mr.
5 Brown?
6 A: I asked him ... I approached him about who owned the
7 metal out there, who I needed to talk to about
8 getting the metal off the property. And he informed
9 me that he was the, how you say it, the overseer of
10 the property at that particular time and that him
11 and his brother had caught somebody, some
12 individual, out there stealing the stuff so really
13 there wasn't anything out there of value and that as
14 far as he was concerned I could go on and have it.
15 Q: Okay. When you say have it, did you mean free?
16 A: Yeah, free.
17 Q: Okay. All right. Did you start moving material?
18 A: Yes, I did.
19 Q: All right. How much did you remove?
20 A: Approximately two loads that I moved, and then I was
21 informed that there was a hearing or something, a
22 family hearing, and that I would need to speak ...
23 Q: Who told you that?
24 A: Greg. And that I would need to speak with Charles.
25 Q: Did you speak with Charles?

1 A: Yes, I spoke with Charles and Charles informed me
2 that they were looking into getting someone to come
3 and clean off the property, and he would get back to
4 me. And basically that raised the red flag because
5 I'm already done take two loads of the scrap metal
6 to the junk yard out on Shop Road. So ...
7 Q: Were you paid for those loads?
8 A: Yes, I was.
9 Q: All right. What kind of red flag did this raise?
10 A: Because I wasn't ... you know, I'm under the
11 impression that, you know, Greg is telling me that I
12 could have the stuff and then, you know, Charles was
13 saying that they already was looking and was going
14 to hire someone to clean up around the property and
15 to remove it. And he said that he would get back
16 with me and it was between me and some other guy,
17 but by the family knowing me, most likely they would
18 use me. And that's when the red flag, you know,
19 went up in the air that, you know, hey I'm, you
20 know, Greg done told me he was the overseer or
21 whatever of the property and I was thinking
22 everything, you know, ran through him. So I think
23 about a week later Charles did call me back and told
24 me that I had the go-ahead to remove the ... finish
25 removing the metal.

1 Q: How many more loads did you take off after that?
2 A: I want to say about five more.
3 Q: Okay. Did you speak with Gregory Brown about what
4 you were supposed to do with those loads?
5 A: Yeah, he told me, you know, whatever I get out of
6 them, you know, was mine.
7 Q: Even after you spoke with Charles Brown?
8 A: Right.
9 Q: Did Gregory Brown have you do some other work for
10 him?
11 A: Yes, I was working on his campaign as far as putting
12 out the signs.
13 Q: He was in the midst of a political campaign at this
14 time?
15 A: Yes, he was running for House ... whatever Jim
16 Clyburn is, a House Representative, Mr. Clyburn, he
17 was trying to defeat him.
18 Q: What did you do for Mr. Gregory Brown?
19 A: Every afternoon after I would get through, I would
20 get in and go and put signs out.
21 Q: How far away did you go with these signs?
22 A: Down in the Sumter area and part of the lower
23 country back there, Neeses and Norway, but it was a
24 certain ... he gave me a map, it was certain places
25 that I would be able to put them out, in certain

1 jurisdictions that you're allowed to put signs at.

2 Q: Okay. Did he pay you for this work?

3 A: No, sir. I was under the impression that, you know,

4 I didn't really want to ... I wasn't looking for any

5 pay because I was under the impression that, you

6 know, the metal that I was getting off the property

7 was, you know, took care of that. It was a favor

8 for a favor, the way I looked at it.

9 Q: All right. And you removed the signs after the

10 election?

11 A: Yes, sir.

12 Q: At one point you went and got copies of the bills

13 from the salvage yard, is that correct?

14 A: Yes, because Charles called me back and told me that

15 he would need copies of the bills that I was taking

16 at the junk yard. And then I called Greg and I was

17 like, what is Charles talking about, why does

18 Charles want copies of these bills that I'm taking

19 to the junk yard. And he said don't worry about

20 that, that stuff done been taken care of, you don't

21 have to worry about that, there ain't nothing ...

22 ain't nobody want nothing out of the estate, there

23 wasn't nothing but junk. So I left it like that.

24 And then Charles started calling me repeatedly,

25 repeatedly, and I didn't return none of his calls,

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1 and somehow my brother contacted me and told me that
2 Vivian, you know, really needed to speak with me
3 about the scrap metal that was on the property. So
4 I then called Vivian and I spoke with them and we
5 agreed to meet at Charles' house.

6 Q: All right. So you discussed payment with them?

7 A: Yes, I did. They said ... they explained to me that
8 they were in a disagreement with Greg about the
9 property and everything that has to be accounted for
10 and documented as far as any proceeds of me making
11 any kind of money off their daddy's inherit, they
12 would have to report it and it has to be divided
13 down between, you know, the brothers and the
14 sisters. So I didn't have but one copy, but what I
15 did was went back to the place on Shop Road and told
16 them to give me a printout of all the metal and
17 stuff that I brought up there. And I got the
18 printout and brought it to Vivian and Charles.

19 Q: All right. The bills that you got were not for all
20 of the metal that you had taken off the property, is
21 that correct?

22 A: Yes, sir.

23 Q: There were others?

24 A: Yes, sir.

25 Q: Those were the ones that were taken off before you

1 spoke to Charles?

2 A: Yes.

3 Q: Any idea of the total dollar amount of material that

4 you removed from the site?

5 A: I want to say, estimate around about, about \$3000 to

6 \$4000.

7 Q: That was in the bills that you received, isn't that

8 correct?

9 A: Yes, sir.

10 Q: What about the other loads that you took?

11 A: I want to say one of the loads was ... the other two

12 loads should value out at \$800 to \$900 ... well,

13 \$900, you know, round that off to the nearest

14 hundred.

15 Q: Okay, was that the total amount or was that a kind

16 of division between the parties?

17 A: It's kind of like a division of it.

18 Q: All right. Are these the four bills that you were

19 able to get?

20 A: Yes, sir.

21 MR. JOWERS: I offer these, Your Honor.

22 MR. SCHMIDT: No objection.

23 (Defendants' Exhibit Number Twenty-two was marked

24 and entered into the record at this time.)

25 Q: So at this point you've not turned over any money to

1 anyone ...

2 A: No, sir.

3 Q: ... for the scrap metal that you removed from the

4 ----- property?

5 A: No, sir.

6 Q: Thank you, sir.

7 **MR. JOWERS:** No further questions.

8 **THE COURT:** One moment please.

9 **MR. JOWERS:** Oh, I do have one more question, Your Honor,

10 I'm sorry.

11 **THE COURT:** All right. Please proceed.

12 Q: Mr. Davis, did you, at Greg Brown's request, take

13 any items from the estate property to his home?

14 A: Yes, sir.

15 Q: What all did you take?

16 A: It was an old hay baler and an old grass cutter,

17 antique grass cutter. He said that it was worth a

18 lot of money and they don't make those anymore and a

19 museum or something would pay top dollar for it, and

20 he wanted me to deliver it to his property. And

21 also there was a horse saddle that was his when he

22 was a young kid and some old tools and some old army

23 uniforms. I think he was in the army. And he asked

24 me to bring all that stuff over there and put it on

25 the property.

1 Q: Did Greg Brown say anything to you about any other
2 equipment that he had taken from the property or
3 had?
4 A: Other than a tractor that he had and he had spent a
5 lot of money getting the motor or something rebuilt.
6 And I think one of the tractors, I don't know
7 whether it was ... supposed to be on a tree farm or
8 whatever, another farm he, you know, owns in the
9 Lowcountry or something of that nature.
10 Q: A second tractor that he'd moved?
11 A: Yes. Supposed to be on a tree farm or ... I think
12 he said tree farm if I'm not mistaken.
13 Q: Okay. Any other items that you remember?
14 A: No, sir.
15 Q: Thank you, Mr. Davis. No further questions.
16 **THE COURT:** All right. Mr. Schmidt?
17 **MR. SCHMIDT:** Yes, a few questions.
18 **MR. DAVIS - CROSS-EXAMINATION BY MR. SCHMIDT:**
19 Q: Mr. Davis, you were asked whether ... you were asked
20 to carry some estate property to Mr. Brown. How do
21 you know any of that was estate property?
22 A: I mean, I didn't know whether it was estate
23 property. All I knew, he was saying it was his
24 property.
25 Q: Okay. So ...

1 A: So when you say whether it's estate property, you
2 know, property's property to me. You know, I was
3 asked to do those things ...
4 Q: Right.
5 A: ... so that's what I did.
6 Q: So you didn't identify and say that's estate
7 property and I'm going to carry it? You didn't know
8 whose property it was?
9 A: No. No, I didn't.
10 Q: Okay. I'm going to show you a document that was
11 referred to by another witness in the case and ask
12 you if it has your name ... or your signature on it.
13 And right there, is that your signature?
14 A: Oh, yes, that's my signature.
15 Q: Okay. Who prepared this document?
16 A: I think this was the document drawn up by Vivian and
17 Mr. Charles Brown.
18 Q: Okay.
19 MR. SCHMIDT: I'd like to go ahead and introduce this.
20 This is the one that Vivian testified from.
21 (Plaintiff's Exhibit Number Six was entered into the
22 record at this time.)
23 Q: Now, on this statement, was this intended to capture
24 and reflect the facts of what happened?
25 A: What you mean, capture ...

1 Q: Was this supposed to be the facts of what happened
2 as far as that scrap metal; is that why you signed
3 it?
4 A: Only reason why I signed it is because they were
5 like telling me that they have to account for
6 everything that has been moved off the property and
7 that they needed a report and that I owed X amount
8 of dollars to the family estate, and that's why I
9 signed it.
10 Q: Okay. And so, I want to understand this part here,
11 there's a column that says D over it, do you see
12 that one?
13 A: Yes.
14 Q: And there's a column that says B over it, right?
15 A: Yes.
16 Q: Is D for you, Daryl?
17 A: I can't answer that because she drewed that up.
18 Q: She being who?
19 A: Vivian.
20 Q: Okay. Do you know what B is supposed to reflect?
21 A: No, sir.
22 Q: Who wrote the words there, "To be paid," who wrote
23 those words?
24 A: Vivian wrote those.
25 Q: Vivian wrote those words? Who wrote the words,

1 "Paid, 1200," is that Vivian?
2 A: Yes.
3 Q: Okay. Did you ever write on here that you paid
4 anybody money?
5 A: No, sir.
6 Q: Okay.
7 A: Because I didn't.
8 Q: And you didn't pay anybody any money?
9 A: No, I didn't.
10 Q: Do you intend to pay money?
11 A: Yes, I have to.
12 Q: Okay. How much do you intend to pay?
13 A: I think we came out with a figure of \$1200.
14 Q: Okay. We being who?
15 A: Me, Charles and Vivian, when we met.
16 Q: Okay. Was Mr. Greg Brown involved in that?
17 A: No.
18 Q: Okay. And did you ever tell Vivian or Charles that
19 you paid Greg the \$1230.65, did you ever tell them
20 that you already paid it?
21 A: No, why would I tell them that if I ain't paid it?
22 Q: I didn't say you would. I'm just asking.
23 A: I know, but I mean, why would I?
24 Q: Because you didn't.
25 A: Right. I just stated that earlier.

1 Q: Okay. Who are you going to pay the \$1230.65 to?
2 A: I guess whoever's over the Brown's estate.
3 Q: Okay.
4 ~~MR. SCHMIDT:~~ No other questions.
5 THE COURT: All right. Any re-direct?
6 MR. JOWERS: No further questions, Your Honor.
7 THE COURT: All right, Mr. Davis, thank you. Watch your
8 step coming down.
9 A: Yes, sir.
10 THE COURT: Mr. Jowers?
11 MR. JOWERS: The defense rests, Your Honor.
12 THE COURT: The defense rests?
13 MR. JOWERS: Yes, sir.
14 THE COURT: All right. Mr. Schmidt, you indicated you had
15 another witness for reply?
16 MR. SCHMIDT: Brief reply, Your Honor, that's a summary
17 witness. I know that there was an objection
18 regarding her not being identified in discovery,
19 however technically there's no counter-claim in the
20 case and so we didn't do a reply or an answer to the
21 counter-claim. So our discovery answers really went
22 to what we perceived to be the issues of the case,
23 which was about real property. And Your Honor
24 knows, our position has been that the case is about
25 the real property throughout. However, Your Honor

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1 for reply.

2 **THE COURT:** Okay. All right, Mr. Brown, you'll have to be
3 re-sworn.

4 **GREGORY BROWN**, being duly sworn, testifies as follows:

5 **MR. GREGORY BROWN - RE-DIRECT EXAMINATION BY MR. SCHMIDT:**

6 Q: Okay, Mr. Brown, you're still under oath; you notice
7 nobody took you out from under oath, right?

8 A: Yes.

9 Q: Okay. A couple of questions in follow-up. There
10 was some discussion about an appraisal. Was there
11 an appraisal of the property that is the subject of
12 this partition done?

13 A: Yes, it was. Yes, it was.

14 **MR. JOWERS:** Your Honor, I object to the question. The
15 only time the appraisal was mentioned was in the
16 proffer, and so it is not proper to be brought up at
17 this time.

18 **THE COURT:** Mr. Schmidt?

19 **MR. SCHMIDT:** Your Honor, I thought that one of their
20 witnesses did reference the appraisal, apart from
21 the proffer.

22 **THE COURT:** Mr. Jowers, do you remember that?

23 **MR. JOWERS:** No, sir.

24 **THE COURT:** Which witness was it, do you remember?

25 **MR. SCHMIDT:** I think it was Ms. Vivian.

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1 THE COURT: Okay. Mr. Jowers?
2 MR. JOWERS: I have her testimony right here, Your Honor.
3 MR. SCHMIDT: I'll withdraw it, Your Honor.
4 THE COURT: Okay. The question's withdrawn.
5 Q: Okay. I do remember Ms. Vivian talking about the
6 tractor.
7 A: Right.
8 Q: Tell us what happened with the tractor.
9 A: Prior to my father's death, my brother Joe was
10 driving the tractor and the engine blew. He had it
11 in the field not far from the house. So I received
12 a phone call, so I took my personal tractor and
13 pulled it back to my dad's. Following that, my
14 father and I had some conversation and he said,
15 well, I'd love to have it fixed but, you know, of
16 course a lot of folks want to charge a lot of money.
17 So I said, well, you know, I know someone who will
18 fix it, the people that service my tractor, you
19 know, they'll come get it or whatever. So he said,
20 well, contact them and if you would, you know, see
21 that, you know, we get it fixed, but just monitor
22 and make sure they don't do too much. So I got it
23 fixed. And on the day that they were delivering, I
24 had had heart surgery probably about three weeks
25 prior to that, and the guy that was delivering the

1 tractor called and said, you know ...

2 **MR. JOWERS:** Objection to hearsay.

3 **THE COURT:** Sustained.

4 **Q:** Rather than saying what somebody said, just tell

5 what you did. Did you pay money to fix the tractor?

6 **A:** I did. And I got a call from the guy that was

7 delivering the tractor.

8 **Q:** Don't say what he told you.

9 **A:** Right. I won't. So I went to my father's house and

10 paid it because he was going to take the tractor

11 back, and discussed with my father later about, you

12 know, refunding me and he said that he would.

13 **MR. JOWERS:** Objection to the hearsay, Your Honor, that's

14 the Dead Man's statute too.

15 **THE COURT:** All right, sustained.

16 **MR. SCHMIDT:** Well, he didn't say what his father said, he

17 said he discussed it with his father.

18 **Q:** And I would caution you not to say that.

19 **A:** Okay. All right. But anyhow, I paid ... oh, I'm

20 sorry.

21 **THE COURT:** Go ahead. I sustain the objection. Thank

22 you.

23 **Q:** So you did pay money for the tractor?

24 **A:** I paid money for the tractor.

25 **Q:** Okay.

1 A: To get it repaired.

2 Q: Did anybody ever give you any money for scrap metal?

3 A: No. Matter of fact ... I'm sorry.

4 Q: Did you offer to let anybody go take scrap metal and
5 just have it?

6 A: I heard that testimony, and that's a big lie. At no
7 point did I authorize, and matter of fact, even in
8 the testimony it doesn't make sense because the
9 family pretty much knew, or at least I know Charles
10 knew because he was close, what was there and what
11 wasn't there. There was ... anything that was
12 missing ... matter of fact, if anyone saw anything
13 missing we would contact each other. On a couple
14 occasions we got a call saying that someone was
15 around, we went down together. So we pretty much
16 knew what was there until the point that Mr. Davis
17 indicated that he wanted to get it, and I ...
18 following our mediation ... the mediation indicated
19 that I would give them an opportunity to sell
20 properties. So when he approached me, and he
21 approached me some months ago and I told him this
22 matter's still in probate, unless I'm awarded it I
23 couldn't give him authority to do so. So ... and
24 everyone's aware of that. So at that time, when he
25 approached me again, I told him no, we went to

1 mediation, the matter wasn't settled. And if you
2 check the dates, at that point he did go to Charles
3 and Vivian. He hadn't moved anything, but if he had
4 he was stealing it, because we were monitoring what
5 was there. After he spoke with Charles is when he
6 started to move that stuff. Now, I had no
7 involvement in that at all. And the way I
8 discovered that they had given him authority,
9 because they never called me, they never said they'd
10 struck a deal with Davis, I didn't know ... only
11 thing I knew, I told him, listen, let them handle
12 that. And when I discovered that stuff was being
13 moved was because I was driving by the house and saw
14 that stuff was being moved. And at that point I had
15 no knowledge of what they ... so I had no knowledge,
16 no one discussed money or anything. We did have a
17 brief conversation saying that he had to get
18 receipts for them. But, again, I had no knowledge
19 of, no involvement on that whatsoever. Anyone
20 saying other than that is a lie.

21 Q: Okay. Now, you heard the testimony from Vivian, and
22 also from Charles, saying that it was feasible to
23 divide the real estate that we're here about today.
24 Let me ask you this.

25 MR. JOWERS: Objection, Your Honor. This goes to their

1 case in chief, which they've already done. They've
2 rested.

3 MR. SCHMIDT: It's in reply.

4 THE COURT: Okay.

5 MR. JOWERS: What's there to reply to?

6 THE COURT: Objection overruled.

7 MR. SCHMIDT: Thank you, Your Honor.

8 Q: What do you know about whether one of the properties
9 is landlocked?

10 A: Well, the one parcel, the larger parcel, which was
11 used primarily for farming, there's nothing on it,
12 it has an easement, an easement right. And ...

13 Q: Does it have road access directly, other than
14 through the easement?

15 A: No. No. Matter of fact, it's landlocked by a
16 railroad on one side ... yeah, on one side. And the
17 other three sides, it's private property.

18 Q: What do you know about whether the county will allow
19 you to subdivide such a property that only has
20 easement access?

21 A: I have learned since this matter that the county
22 will not approve land that's landlocked to be
23 subdivided.

24 Q: So was there a way to subdivide this without going
25 through court, to your knowledge?

1 A: To my knowledge, and I'm on a learning curve with
2 all of this, but to my knowledge it can't be done.
3 Q: Okay. Now, lastly, Mr. Brown, you heard testimony
4 in the proffer regarding Proffer Exhibits One and
5 Two. I'm going to ask you to look at those. Do you
6 recognize them?
7 A: I do.
8 Q: What was your involvement, if any, with those documents?
9 **MR. JOWERS:** Your Honor, I object to him testifying about
10 the proffer exhibits. They were just proffered,
11 they're not in evidence.
12 **THE COURT:** Sustained.
13 **MR. SCHMIDT:** Your Honor, I'm going to try and offer them
14 through him, so I'm trying to lay a foundation.
15 **MR. JOWERS:** He did not prepare them, Your Honor.
16 **MR. SCHMIDT:** Well, I haven't asked him that yet.
17 **THE COURT:** Okay. These are ... the reason I ruled that
18 the testimony of Ms. Cairns should be excluded was
19 because of the failure to notify ... identify her as
20 a witness in response to interrogatories. Now,
21 these documents, Mr. Jowers, did you file a request
22 for production as well?
23 **MR. JOWERS:** Yes, sir, I did.
24 **THE COURT:** Were these documents produced in response to
25 the request for production?

1 THE COURT: All right, this is Civil Action Number 2009-CP-
2 40-7385, Gregory Brown against Willie Brown, Junior,
3 and others. The matter before the Court today is a
4 motion by the defendants' attorney to alter or amend
5 the judgment that was entered in this case. All
6 right, Mr. Jowers, you may proceed.

7 MR. JOWERS: If it please the Court, Your Honor.

8 THE COURT: Yes, sir.

9 MR. JOWERS: Your Honor, this is a motion to alter or
10 amend or for additional hearings under 59(e) and
11 (a). Your Honor, the case that was brought in this
12 court contained two causes of action. There was one
13 for a partition and one for an accounting. A
14 partition action is of course as close to a no-fault
15 case as you can get in our system of judicial
16 jurisprudence. It is an absolute right for any co-
17 tenant. The complexity of this case was the
18 accounting. That's always been the problem, from
19 the very beginning, in this case. It's what Mr.
20 Brown, Gregory Brown, the plaintiff, has spent, or
21 as ... throughout this process. The testimony of
22 Ms. Dowdy, Vivian Dowdy, one of the defendants, was
23 that in 2009 she didn't ... in 2007 she had
24 suggested a lottery for the division of the property

1 to Mr. Brown. And also suggested sharing expenses.
2 According to her further testimony, it was not until
3 2009 ... later in 2007, August of 2007, that she got
4 any financial information from Gregory Brown. 2007,
5 two years after Willie Brown, Senior, died. Further
6 testimony was that the information supplied by
7 Gregory Brown was inconsistent, there were
8 inconsistencies that could not explain ... the
9 numbers kept changing, there was never, ever given
10 to these defendants an accurate accounting of what
11 was going on. The monies contributed by my clients
12 were given to Gregory Brown, not to the estate.
13 There is no showing that any money was contributed
14 to the estate, it was all checks written to Gregory
15 Brown. The plaintiff, in the order of the Court,
16 attempted to make a distinction between the estate
17 and the real estate involved. And I submit that
18 that cannot be done under the unusual facts of this
19 case because it is an action for accounting. The
20 accounting is what changes this case from a simple
21 partition action to one far more complex. Rule
22 71(e) preserves the old practice in our
23 jurisprudence of having commissioners appointed to
24 divide real estate. It preserves the practice that
25 was repealed in the statutory ... from the statutes.

1 There is no showing that this property cannot be
2 partitioned. The property that is the subject of
3 this action is two distinct tracts of land that are
4 not next to each other, they are separated by some
5 distance. One piece can easily be divided because
6 it is a fairly long, somewhat narrow piece on a
7 public road. The other piece is a larger tract of
8 land that's accessed by an easement. The only
9 testimony that that piece could not be partitioned
10 was on rebuttal, which I entered an objection to
11 that line of questioning. And it was essentially
12 hearsay evidence from ... saying he'd heard this
13 from the County, that it could not be partitioned.
14 Even in the testimony of Mr. Brown, he said wanted
15 to partition. Everybody wanted to partition. The
16 burden is on the plaintiff to show that partition
17 cannot be made. There was no appraisals, no real
18 testimony that partition could not be equitably made
19 in this case. And, matter of fact, in 2009,
20 according to the testimony, a lottery for partition
21 was suggested by the parties, by my clients, and
22 everyone agreed except Gregory Brown. That is in
23 the record before the Court. So the order of the
24 Court seems to be based on: if they couldn't agree
25 then we have to sell the property. And I do not

1 believe that is the law. There was no showing that
2 it could not be partitioned. In that case,
3 commissioners should have been appointed, or
4 ~~surveyors, or someone, by the Court to partition~~
5 this property equitably between the parties, or
6 determine that it can't be. That's the point of
7 71(e), is to get experts to look at the property and
8 see whether or not it can be divided in kind or
9 equitably between the parties. There's no testimony
10 that I recall or that I could find that shows that
11 the property cannot be equitably divided. Even if
12 that one parcel cannot be divided, it could be used
13 as one person's allotment or some other basis. Or
14 that one tract could be sold, and the others. Or
15 the property could be sold at a private sale, which
16 would be much more beneficial to the parties than
17 having an auction as part of the regular foreclosure
18 sales, which historically do not bring a very good
19 value. And since we don't even know what it's
20 worth, you know, a minimum bid should have been
21 established. If they had brought appraisals, since
22 it's incumbent on the plaintiff to prove these
23 things. They did not. Their whole case was based
24 on proving the accounting, and that's the problem
25 with the award of attorneys' fees in this case.

1 Attorney's fees are allowed when it's a partition
2 case. They're not allowed, as far as I know, in an
3 accounting. And that is the problem with awarding
4 \$21,000 plus change in a partition case. If it was
5 not for the accounting, this would be a fairly
6 simple case. The attorneys' fees would be minimal.
7 And under the guidelines for awarding attorney's
8 fees, the complexity of, and difficulty of the
9 matter, is what's involved. A partition is not
10 complicated. It's, as I said, almost a no-fault
11 case. And I'll also point out that more than half
12 the fees incurred after their case-in-chief, from
13 the time of the first hearing to the second, because
14 of the accounting. It was the real problem, and
15 worrying about what happened in the probate process.
16 They even tried to hire a probate lawyer to
17 straighten out the mess, but the Court did not allow
18 that. The Court in the hearing allowed the
19 testimony, because it was accounting, but in the
20 order it was not. Basically the whole issue of
21 accounting was somewhat skewed by a finding that
22 only what happened after the deed of distribution,
23 but then again the plaintiff was awarded or given
24 credit for money he paid on the mortgage and other
25 costs prior to the deeds of distribution. So it's a

1 ... it's an inconsistency that I do not believe is
2 appropriate, and the Court needs to reconsider those
3 matters, especially the amount of fee. It is not
4 justified under the facts of a partition case. The
5 accounting was caused solely by Gregory Brown. He
6 was the personal representative, he had a duty to do
7 certain things, which he did absolutely none. When
8 asked on direct or cross what he did as personal
9 representative, the response ... well, I don't
10 recall any response to speak of. Because his duty
11 as personal representative, by statute, is to
12 collect assets and distribute them according to the
13 will. He did absolutely nothing except sign a deed
14 of distribution and force the probate court to make
15 them sign this family agreement because three years
16 had elapsed since the time of the death of Mr.
17 Brown. You know, an estate should be closed within
18 about a year, that is the norm. That is basically
19 the established guidelines in the probate court, and
20 this was not met. There was a letter that was
21 introduced that said that the estate was seriously
22 delinquent. And so it is clear that he did not do
23 what he's supposed to do. His misfeasance and
24 malfeasance created the problem. And I think that
25 their side ... the plaintiff recognized that

1 because, as you'll recall, Your Honor, the first
2 exhibit produced in court contained expenses which
3 they lined out. That was after we had a pre-trial
4 conference and I made the argument about the estate,
5 and I think they realized that they had an issue
6 there. And they avoided that, and that's why their
7 theory of the case changed rather abruptly, because
8 they realized that Mr. Brown, Gregory Brown, did not
9 do what he was supposed to. He could have allotted,
10 he could have divided the property. He could have
11 done lots of things, but he did not keep a proper
12 record of the monies he received and the monies
13 given to him, in whatever capacity, because I don't
14 think the Court can make the finding that just
15 because they gave him a check it was put for the
16 estate, because he did not have an estate checking
17 account. He co-mingled funds. Any by co-mingling
18 funds he created the confused mess that we have
19 here. Plus, as personal representative, he was
20 supposed to use personal property first before any
21 real estate is used to pay debts of the estate. He
22 has possession of all the personal property of the
23 estate that he did not sell. And he went through it
24 with me, the items. He's had it for over six years.
25 It's been six years since Willie Brown, Senior,

1 died. That length of time is an indicia of his
2 indication to appropriate for his own use. If he
3 intended to sell those items to apply to what he
4 ~~spent, he would have done it by now.~~ Plus, there
5 was testimony about the surplus metal on the
6 property. As personal representative, he could have
7 caused that to be collected and sold. He did not,
8 he did nothing and wasted monies, that could have
9 been used to pay the debts, that he was paid. The
10 real key in this case was the letter that Mr. Pyatt
11 wrote to the probate court that was introduced into
12 evidence. It said that the personal representative
13 intended to buy the property. And I think this
14 whole case is basically designed by Gregory Brown to
15 end up with the property. And that's why the rush
16 to sell it, with the amount of the fees involved,
17 creates a situation where he'll probably end up with
18 it. Which is an injustice to the other heirs. It
19 is a rewarding of this man for his misfeasance,
20 malfeasance or nonfeasance. Pardon me one more
21 second, Your Honor.

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

23 **MR. JOWERS:** And again, on these receipts and releases
24 that were admitted into evidence, they were not part
25 of the case before this Court, they're not entitled

1 to judicial notice under Rule 201(b). We should
2 have been given an opportunity to be heard on that
3 matter under 201(e) of the Rules of Evidence. And
4 ~~so I think those affected the outcome of this case.~~
5 And for that reason I think we need to have a re-
6 hearing or a reconsideration of the entire matter,
7 because that inclusion and consideration by the
8 Court of items that were not admissible, they were
9 not produced pursuant to my discovery requests. And
10 then under that rule of evidence, that's 201(e),
11 we're entitled to be heard on the matter. Plus,
12 they do not qualify under 201(b) as matters that the
13 Court can take judicial notice of. The Court should
14 take judicial notice of the law that tells Mr.
15 Gregory Brown, as the P.R., what he should have done
16 which he did do, but not those items which were part
17 of a ... that the probate court essentially washed
18 its hands of the matter and it gave up, because the
19 probate court does do that. So, in conclusion, Your
20 Honor, we believe that there was not enough evidence
21 presented by the plaintiff to show that a partition
22 was not possible, there was no finding that writs to
23 commissioners should not be granted; that should
24 have been done. Commissioners could be impaneled to
25 try to divide this property, and I think it can be

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1 divided. The issue has always been money, what does
2 Mr. Brown owe. Now, the mortgage payments? Yes.
3 But, he has been given other monies by my clients;
4 ~~he has retained for such a lengthy period of time~~
5 personal property that he has to be deemed to have
6 confiscated it, or at least converted it to his own
7 personal use. So he must account for that as part
8 of this general accounting that he has asked the
9 Court to give. He cannot hide behind his
10 malfeasance as personal representative. And that's
11 what he is doing in this case. And by not looking
12 at the totality of the situation, the Court is
13 rewarding his behavior, which was not appropriate
14 and not in compliance with his duties. Plus, the
15 money given. Again, there is no showing that they
16 were given to him as P.R. He did not have an
17 account for the estate so how can he possibly make
18 the distinction? He can't. He's asking for monies
19 that he paid prior to the deeds of distribution, but
20 he doesn't want to give anybody else credit for what
21 they gave him before the deeds, and after the deeds
22 of distribution. So we contend, Your Honor, that
23 the matter needs to be revisited, the Court needs to
24 reconsider some of the findings or call for an
25 additional hearing, or at least appoint

1 commissioners to examine the property to determine
2 if it can be portioned, and to revisit the
3 attorneys' fees because they are not justified in an
4 ~~accounting, and the case is basically an accounting~~
5 and not a partition. Thank you, Your Honor.

6 **THE COURT:** You're welcome. Mr. Schmidt?

7 **MR. SCHMIDT:** Yes, Your Honor. I first apologize to
8 everybody. This is the second out of three court
9 dates that I've been sick, and I don't want
10 everybody to think I just run around getting
11 everyone sick. So I apologize if I'm coughing
12 during these proceedings. We have looked through,
13 and the only way we really knew how was to go
14 through the notice of motion and motion serially,
15 and go through your order and go through the
16 transcript. And I can tell you, having gone through
17 every bit of it, line by line, we have found that
18 there's no error in your order, there's no infirmity
19 in your order, there's no lack of evidence to
20 support anything in your order; it is all there.
21 There is, there is in this case, as in many I've
22 seen regrettably, an effort to paint one of the
23 parties, in this case Mr. Brown, as some kind of
24 sinister, devious person who's trying to take
25 advantage and do the wrong things. The fact is,

1 what we know about Mr. Brown from the proceedings
2 that have happened, and just looking at his conduct,
3 is he's the fellow in the family who stepped up and
4 ~~paid the bills on the promise that everything would~~
5 be squared away, and it never happened. And that,
6 that's not surprising. That's how it happens. When
7 one person is paying the bills, the other people
8 sometimes aren't in a hurry to contribute their
9 share. And I suggest to you that even this
10 proceeding is an effort to simply delay Mr. Brown
11 getting compensated for where he stepped up to the
12 plate and made payments that nobody did. I want to
13 start with the allegation this was a general
14 accounting matter, because nothing could be further
15 from the truth. Looking exactly at the language in
16 paragraph 14 of our pleading, the amended complaint,
17 paragraph 14, Over the years the plaintiff has
18 advanced his personal funds in order to pay
19 expenses, including but not limited to taxes,
20 insurance and mortgage payments on the property.
21 This was an accounting with respect to charges
22 incurred on the property. It was not a request for
23 a general accounting, contrary to what has been
24 suggested. There was a probate process. Good, bad,
25 indifferent, the probate process, as we argued at

1 the outset, was completed, was done, was signed off
2 on. And I'll speak in a moment to the issue of
3 judicial notice and the documents in there that
4 establish that and the propriety and the validity of
5 your reference to those. But those were matters
6 related to personal property. The rest of the case
7 related to the real estate. That was the case we
8 brought, the real estate partition. The request for
9 partition was made because ... we tried everything
10 we could to get it partitioned in kind, couldn't get
11 it done. And there were serious complications.
12 That's the reason to try to sell the partition in
13 kind, because there was such complexity. If it
14 could be settled, then there would be no need to
15 worry about all the complexity because everybody'd
16 agree despite the complexity. But it could not be
17 done. You saw that from the testimony; there's no
18 dispute. And so every bit of effort in this case,
19 from the beginning, through mediations, through
20 court hearings, and through even this, has been all
21 about the effort to simply bring partition to this
22 property so that the whole thing could be quieted
23 and the dollars trued up with respect to this real
24 estate ... with respect to real estate. Now, an
25 initial error in this motion, number one, The Court

1 erred by failing to issue a writ of partition as
2 provided by Rule 71(e). 71(f)(15) specifically
3 allows sale. In other words, partition is
4 partition, and I feel silly telling you this because
5 you do them all the time. But partition is
6 partition. And there's two routes you can go with
7 partition. Naturally, partition in kind is favored
8 when it's feasible, when it can be accomplished.
9 But it is no less a partition when it's partitioned
10 by a sale. Partition is partition. Here, under
11 71(f)(5), Partition or Sale Without Writ, "Nothing
12 in this rule shall be construed to affect the power
13 of the court to dispense with issuing a writ of
14 partition when, in the judgment of the court, it
15 would involve unnecessary expense to issue such
16 writ." What is clear to me is Your Honor's
17 understanding that given the nature of these
18 properties, there is a concern about unnecessary
19 expense and burden upon the property and ultimately
20 on the parties to go through the hoops that Mr.
21 Jowers' clients are asking here to go through. "And
22 the court may in all proceedings in partition,
23 without recourse to such writ, determine by means of
24 testimony taken before the proper officer and
25 reported to the court whether a partition in kind

1 among the parties is practicable or expedient. And
2 when such partition cannot be fairly and equally
3 made, may order a sale of the property and a
4 ~~division the proceeds according to the rights of the~~
5 parties." And the rights of the parties being
6 including Mr. Brown's request for an accounting with
7 respect to the charges on the property itself. So
8 what Your Honor did is exactly permitted by the
9 rule, it's just that when you read only part of the
10 rule you don't get the full picture. Here we want
11 you to have the full picture; Rule 71(f)(5)
12 specifically authorizes exactly what was done here.
13 The next says, The Court erred by failing to make
14 any findings of why a partition writ was not issued.
15 Well, a partition was ordered, which is permitted.
16 As Your Honor had observed earlier, whether it's a
17 writ or an order, it's essentially the same thing.
18 But in your order at page 11, you exactly say why
19 ... page 11, paragraph six, Because the parties have
20 not agreed on a partition in kind; because valuation
21 and partition in kind is rendered highly difficult
22 in view of the fact that a large tract of property
23 in question is landlocked, with access by an
24 exclusive easement making all but one of the parcels
25 created by a subdivision unmarketable and

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1 undevelopable because all would lack of legal right
2 of access; and because there's not adequate evidence
3 to allow valuation of the respective properties,
4 ~~which they had the opportunity to offer valuations~~
5 if they wanted to go there as well. Okay. I find
6 and conclude that an order of partition in kind is
7 not practical or expedient. This paragraph
8 addresses exactly the required findings, and so you
9 made those findings. Now, the question about ...
10 jump ahead for a minute because it's kind of invoked
11 here. The question about the alleged hearsay, where
12 Mr. Brown testified that the County had said that it
13 was not possible to partition ... to subdivide the
14 property, it was asserted that this testimony was
15 objected to, but it was not. And therefore, despite
16 any hearsay character it may have had, once
17 introduced it is evidence. And so I would refer you
18 simply to page 79, line 25, through page 80, and
19 there you will find the questions and the answers,
20 and not a single objection. Mr. Jowers had made an
21 objection earlier. His objection was not about
22 hearsay, which is what he's raising now, it was that
23 the testimony, quote, goes to their case-in-chief,
24 which they've already done; they've rested. My
25 response to that objection was, this is reply. And

1 Your Honor said, go ahead basically. So there was
2 no objection to that; if it was hearsay, it's now
3 testimony in the record. And perfectly viable for
4 ~~the Court to rely on. Again, number three in this~~
5 motion, the Court erred in failing to issue a writ
6 of partition because partition was the relief sought
7 by plaintiff at the close of examination. Once
8 again, partition is partition, whether it's in kind
9 or by sale. What he asked for was partition, and
10 that is what you ordered. The motion says that the
11 Court erred by finding that because the parties had
12 not agreed on a partition, the error being that
13 division of the real property has not been an issue
14 in the case. I submit to you it was an issue
15 throughout the case. We asked the witnesses could
16 they come to agreement. We heard all the testimony
17 about the efforts to have lotteries. There could
18 not be an agreement, and so certainly your finding
19 of that is testimony ... based on testimony in the
20 record. Specifically you'll find it at page 17,
21 lines one through seven. Paragraph five, again
22 asserting that commissioners should be appointed,
23 that's addressed by Rule 71(f)(5). Number six,
24 okay. They assert that your finding that because
25 the parties are not agreeing, that access is

1 landlocked here, they say your finding was erroneous
2 for the following reasons: There was no evidence
3 submitted to this finding. No. The evidence is
4 there. Just for one example, page 17, lines one
5 through seven. Page 71, lines 14 through 25. The
6 testimony that it was landlocked was May 3rd, page
7 79 and page 80. The issue about access from the
8 road was addressed in February 22nd, page ... I
9 believe that's 21. I'm sorry, at page 42. At page
10 42, lines 24 and 25. So having gone through there,
11 we found that all these things ring a bell because
12 we were ... in essence. The issue about the
13 argument that the County would not approve land
14 that's landlocked being subdivided was exactly ...
15 there was no objection to testimony, it is in the
16 record. And then C, even if the Dry Branch property
17 cannot be subdivided, the commissioners appointed
18 pursuant to writ could use it as a possible way to
19 allot the real estate among the parties. Once
20 again, Rule 71(f)(5) specifically authorizes the
21 Court to make this choice if it finds that it is not
22 practical or expedient to do it by partitioning in
23 kind. And I think what you saw is the enormous
24 difficulty of it being done in kind. Item seven,
25 the issue of the Court taking judicial notice of

1 documents of the probate court. I want to look at
2 Rule 201 on judicial notice. Actually, the issue is
3 ... there's a couple points here. First of all,
4 this is exactly the kind of material that is proper
5 for judicial notice. "A judicially noticed fact
6 must be one that is subject to reasonable ... not
7 subject to reasonable dispute and is either
8 generally known within the territorial jurisdiction
9 of the trial court or capable of accurate and ready
10 determination by resort to sources whose accuracy
11 cannot be reasonably questioned." Despite any
12 assertions about the challenges the probate court
13 faces, we believe that the probate court, which sits
14 right across the hall, is a source whose accuracy
15 cannot be reasonably questioned, and this
16 information's capable of accurate, ready
17 determination by resorting to them. Whether you
18 take judicial notice or not, which you did, is a
19 matter of your discretion. You could not be
20 reversed for that. And it was perfectly proper for
21 you to take that judicial notice. Opportunity to be
22 heard. A couple of points. First of all, I'm going
23 to show you information in the record that shows
24 that Mr. Jowers complains about not having received
25 this, but he himself brought up the probate court's

1 records and even suggested judicial notice of
2 probate court records in the hearing. So it's
3 really talking about of both sides of his mouth to
4 ~~say some of those should be taken by judicial notice~~
5 but others not. It's a reliable source. But on the
6 opportunity to be heard, "A party is entitled upon
7 timely request to an opportunity to be heard as to
8 the propriety of taking judicial notice and the
9 tenor of the matter noticed. In the absence of
10 prior notification, in the absence of prior
11 notification, the request may be made for an
12 opportunity to be heard after judicial notice has
13 been taken." In other words, in a sense today's
14 hearing is the opportunity to be heard because the
15 opportunity to be heard may be afforded even after
16 the judicial notice has been taken, which it has
17 been. If you should consider this a hearing on
18 that, I think again the same points I've made, that
19 the probate court is a reliable source whose
20 accuracy reasonably cannot be questioned, and the
21 documents and information that we asserted in there,
22 to which you found judicial notice, are capable of
23 accurate and ready determination by resort thereto.
24 Again, I would like to point in the record to page
25 61, line four. Mr. Jowers said, "I think the Court

1 will take judicial notice that it is a requirement
2 of every estate that the inventory appraisal be
3 filed 90 days from the opening of the estate."
4 Let's see. Page 62, "Fine, sir. I think the Court
5 can take judicial notice of what the law is with
6 respect to administration of the estate." Page 84,
7 Mr. Jowers, "This is dated November 3rd, 2007, which
8 is the same time I believe as that family agreement
9 that has been made much of." This is the one that
10 he says he didn't have prior notice of. "So I, you
11 know, the court papers can speak for themselves, but
12 I believe that this is the last one." Of course,
13 this was an accounting part that I said ... I wasn't
14 sure it was, but whatever the Court's records were,
15 we were satisfied with. I think at that point
16 everyone understood that we were drawing reference
17 to the probate court's records for these matters,
18 the conclusiveness, the finality of it, etcetera,
19 all as a part of this case, and that we were
20 offering that you do that. And in here the releases
21 were discussed at page 71 of the record of May 3rd,
22 throughout, receipts and releases of probate court.
23 This was during the proffer, but again was no less
24 notice that these documents were being resorted to
25 for purposes and use of the Court. So, all that

1 being said, there's certainly nothing inappropriate
2 about the Court taking judicial notice of those
3 documents. I might just ask the Court's indulgence
4 one moment.

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

6 **MR. SCHMIDT:** There's one other piece. If you really look
7 at the significance to your decision of those ... of
8 that judicial notice, of those documents, set forth
9 on page 11 of your order, paragraph five, and the
10 way it actually comes in as about as an
11 afterthought. It is not the core, as has been
12 suggested. You say, "Accordingly I do not address
13 such matters herein; I further note that Willie
14 Brown, Charles Brown, Joe Brown, Vivian Brown Dowdy
15 each executed binding documents in which each
16 releases and forever discharged the personal
17 representative of the estate from any and all rights
18 and claims and waives notice of the right to demand
19 a hearing on all accountings." That's the reference
20 of your judicial notice. It is a further noting
21 rather than the core for the basis of your finding.
22 And I think that's also important for consideration.
23 Item eight, The Court erred in not crediting the
24 defendants with the funds they gave to the plaintiff
25 because no testimony shows they were given ... the

1 testimony shows they were given to the plaintiff by
2 a check and had nothing to do with personal
3 property. The testimony was that, in fact, this was
4 ~~estate contribution. The testimony was that the~~
5 parties had agreed to share the expenses of the
6 estate back in the estate matter. This of course
7 was over our objection that none of that should come
8 in anyway, but the testimony was clear that the
9 parties contributed these amounts for the estate.
10 And the testimony from Greg Brown was that they did
11 not equal to or match up to the full amount that he
12 had to pay for the estate. And so, even then, the
13 full contribution was not made. And I suggest to
14 you that this approach that is being taken is really
15 an effort to say, okay, so now that we've got to pay
16 our share of the property expenses before we get
17 proceeds from the property, let's just see if we can
18 stick Greg, brother Greg, with all the costs of the
19 burial of their father that he paid. That's what
20 they were contributing for. The complaint that he
21 did not put them in a discrete account, while
22 naturally that would have been preferable, he was
23 operating under advice of a lawyer, who I personally
24 don't know, but he was doing his best, with
25 professional advice. Nobody ... we don't have any

1 evidence that anybody said, hey, we need to have a
2 discrete account for this opened. That didn't
3 happen, there's no testimony of that. So he did his
4 ~~best. And Your Honor's entitled to look at that and~~
5 say, I see where basically this man paid more than
6 that much to bury his father for all the family
7 members, and I see where they agreed to contribute.
8 And there's even a reference in Ms. Dowdy's own
9 testimony to that money being for purposes of the
10 burial and the estate. And therefore, the argument
11 that's without support of the record is simply
12 false. Let's see. Number ... let's see, same thing
13 for the next, item nine. Ten, it's the same thing
14 here. The argument that the time Mr. Brown has held
15 the property is evidence of his attempt to
16 appropriate it, nothing could be further from the
17 truth. I think Your Honor could well see that Mr.
18 Brown got in the position, ultimately filing this
19 case, where he was desperate to bring some
20 conclusion to all these matters, to the point where
21 he had to bring a law case to end it because it
22 couldn't end otherwise. Nobody was cooperating.
23 And one would expect that cooperation among family,
24 but it was not forthcoming. And so his intent was
25 not to appropriate it but ... he couldn't have

1 unilateral say over what to do on anything. He
2 didn't feel right about it. He didn't feel
3 comfortable about it with the clamoring that was
4 going on. And so what he did was prudent and
5 judicious and was not ... did not show intent to
6 appropriate anything. In fact, I think his
7 testimony with respect to some of the things that
8 they were complaining about was, you can come have
9 them. Number 11 is, The Court erred in not
10 considering all the contributions made that totaled
11 \$10,000, as well as the \$11,000. This is the same
12 ... yeah, I've already addressed that. It's a
13 repeat of the ones before essentially. Number 12,
14 The Court erred in finding the plaintiff was
15 entitled to a credit of \$4000 for cutting grass, no
16 basis in the record. I just point you on February
17 22nd, the other time I was sick in court and
18 coughing, the transcript at page 81, lines 19
19 through 24, there is a basis for that in the record.
20 So, like I said, we've gone through this; there is
21 record support. I don't want to wear it out, this
22 is a lengthy filing. On attorneys' fees, Your
23 Honor, nothing could really be further from the
24 truth, that the core of this case was to make a
25 decision on what we're doing with this property.

1 And throughout the case Mr. Brown has been willing
2 to try to work with these parties, from before this
3 case was filed, all the way through, and even until
4 ~~after your order, trying to work out a way to allow~~
5 the parties to divide it if they could, by
6 agreement. There's only been resistance. There's
7 only been refusal. There's only been silence. And
8 so, left with no other choice but to come to court
9 and present these matters and lay out for the Court
10 this is how much I had to pay on the place and this
11 is the work I've had to do and blah, blah, blah, and
12 they were entitled to put in theirs too -- we
13 contributed this, or whatever. You've heard all
14 that testimony, and you sorted it out. I don't envy
15 you for having had to do it. And this is where it
16 comes out. And they're ... so the attorneys' fees
17 incurred were for this partition. They were made
18 necessary by the fact that nobody but Mr. Brown was
19 willing to come to an agreement that addressed the
20 expenses he put in. Everybody wanted to find some
21 objection and some reason to stall, delay and
22 prevent, while he kept paying. Which is unfair.
23 And so additionally, the attorneys' fees associated
24 with the, quote, accounting are specifically, as
25 indicated in paragraph 14 of our complaint, the

1 accounting with respect to the actual real estate
2 itself, which Mr. Brown is entitled to and is a part
3 of the partition matter altogether. It is totally
4 ~~appropriate to award fees for that. And to the~~
5 extent that over objection Mr. Brown had to address
6 these arguments going back to the probate matter,
7 that was something that was brought on only on
8 occasion by the actions of the defendants. And so
9 they should not be heard to complain about that. I
10 would also mention to you that if you look at our
11 fee petition, or fee affidavit and attachments, you
12 will see that in no case have we double-charged. I
13 would represent to you that Ms. Copeland's much
14 brighter than I, doesn't cough as much, doesn't get
15 sick as often. And you will find no double-charges,
16 and there are very few charges for her time, even
17 when she spent substantial and significant time in
18 preparation of the case, in preparation for the
19 trial and attendance at trial, not charged. So I
20 think it's a very fair request, and I think Your
21 Honor properly so found. If the objection or
22 concern is whether Your Honor lay out in exact
23 verbiage the elements of the decision setting out I
24 guess *Baron Data Systems*, the nature and extent and
25 all those things, those are essentially evidenced by

1 your order. If the concern is that by law you have
2 to go through them overtly, I have not heard that
3 said. I have not seen reference to an authority
4 ~~that says that, you know, in partition matters you~~
5 have to do that. But this being a motion to alter
6 or amend, it certainly would present you, if you
7 thought it was important or necessary, which we
8 don't believe it is, but if you thought it was
9 important and necessary, an opportunity to go
10 through those and amend to lay those out. But
11 again, I don't think there's anything surprising
12 here in the nature, extent and difficulty of the
13 services rendered. Your Honor's familiar with the
14 time and labor as evidenced by the affidavit that we
15 gave, professional standing of counsel; I can't
16 claim much. The contingency certainly wasn't there.
17 Fee customarily charged, you can see from our rates.
18 And the beneficial results obtained, ones that
19 actually, if you could get past all of the fighting
20 and get to the resolution, would benefit every party
21 in the case. Let's see. The argument that Mr.
22 Brown had the right to allot or sell the property of
23 the estate has already been addressed and Your Honor
24 expressly addressed it in the order, and accurately
25 so. The argument that as personal representative he

1 did not do his duty is a matter that would be for
2 the probate court. That's already been addressed.
3 And the other matters are just still ... I guess the
4 idea of a public sale without a minimum bid, I mean,
5 this again would be a matter of pure discretion to
6 Your Honor. And the defense did not urge a minimum
7 bid in the case. I didn't hear that. So, yet, we
8 haven't even had a chance to consider that and
9 acknowledge it other than to say it hadn't been
10 asked for, so I think there's no error in your
11 order. We went through it from top to bottom, we
12 went through the transcript from top to bottom,
13 pages and lines, and went through everything that
14 Mr. Jowers said, read the whole rules and the cases,
15 and we find no error, no infirmity in your order
16 whatsoever. Thank you.

17 **THE COURT:** All right. Mr. Jowers?

18 **MR. JOWERS:** Your Honor, Rule 71(f)(5) of course gives the
19 Court discretion to dispense with appointing
20 commissioners. But there has to be a finding of
21 that, and there was no finding in the order. The
22 only finding is in this paragraph six, page 11, of
23 the order, which is confusing because it fails to
24 point out that there are two tracts of land; only
25 one is landlocked. And I submit, Your Honor, that

1 that provision needs clarity because one tract can
2 easily be partitioned and one is debatable. The one
3 that is debatable could be part of an allotment of
4 ~~an overall partition of the property. And there's~~
5 no findings showing those real facts, that there are
6 two pieces. It simply ignores ... it says, Finding
7 that a large tract of the property in question is
8 landlocked. Well, it's not that large, and there
9 are two tracts. It does not make any finding about
10 the other tract. And the so-called landlocked piece
11 could be part of the allotment for one of the heirs.
12 So for that reason I think the paragraph is
13 misleading, is lacking clarity, and does not conform
14 to 71(f)(5) because there should have been a finding
15 why you cannot ... why commissioners should not be
16 appointed to make a partition, which I think the
17 property could be partitioned, and a sale is not
18 necessary. The parties have always wanted the
19 property sold. They could never get past the
20 question of how much money Mr. Gregory Brown has
21 advanced. That's always been the issue. That's why
22 the case was so lengthy, why the fees were so high,
23 and it's always been that way. The question of
24 judicial notice, I think the things that I said the
25 Court can take judicial notice are statutes, which

1 of course the Court can, statutes saying how long a
2 personal representative has to do certain tasks.
3 And given the fact that it was over three years
4 before the estate was concluded is clear that the
5 personal representative was seriously delinquent in
6 what he did. Awarding fees in a partition is at the
7 discretion of the Court. It's a "may". And I
8 believe the Court has to look at the equities. Did
9 Mr. Brown pay some money? Yes. So did the other
10 people. In Ms. Dowdy's testimony, after October of
11 2007, which was after the deeds of distribution, she
12 gave Mr. Brown \$500 and they agreed that they were
13 going to do that. But he failed, according to her
14 testimony, to provide adequate financial accounting.
15 And that's why she and the others, who had advanced
16 more money to him, stopped. Because he could not,
17 would not, did not have the ability to make the
18 accounting. Ms. Dowdy is chief financial officer of
19 the Public Service Commission. She knows a little
20 bit about accounting. Apparently Gregory Brown does
21 not and could not give ever an adequate accounting
22 because it'd change on numerous occasions, as was
23 produced in evidence from Ms. Dowdy and other
24 sources, so. And again, the totality of the
25 accounting needs to take into account everything,

1 the equities need to be balanced, the property
2 should be partitioned, there should have been a
3 finding of that in the order, and the award of
4 attorneys' fees for Gregory Brown is not justified
5 because of his conduct in the whole affair. Thank
6 you, Your Honor.

7 **THE COURT:** All right. Mr. Schmidt?

8 **MR. SCHMIDT:** Nothing further.

9 **THE COURT:** Okay. I'm going to throw a curve in here and
10 talk more about the judicial sale itself. First of
11 all, was there any consideration given to a private
12 sale, Mr. Schmidt ... Mr. Jowers?

13 **MR. JOWERS:** Your Honor, the problem, as I've said, we've
14 never been able to get past the money issue. A
15 private sale would be fine. It's certainly much
16 more preferable, though I believe the property can
17 be partitioned.

18 **THE COURT:** Okay.

19 **MR. JOWERS:** Because it clearly, one tract is clearly
20 capable of being divided. The other part could be
21 used in lieu of a piece on the other side. And so
22 it ... there's been ... my clients have had the
23 opinion that the person who owns the property in
24 front of the landlocked piece may be the buyer for
25 it, but I don't think he's ever been approached. So

1 it is in the best interest of the parties to
2 investigate a private sale. But the money has
3 always been the problem.

4 **THE COURT:** All right. Mr. Schmidt?

5 **MR. SCHMIDT:** Well, Mr. Brown has always been open to any
6 approach that would resolve this matter, with him
7 not being the one left holding the bag. And I would
8 simply say that, with regard to that, as well as the
9 assertion that one of the tracts could be sold and
10 one could be divided, we run into the same problem.
11 This family has never been able to agree on
12 anything. And I think that is ... was the basis in
13 the order for why a partition in kind wasn't
14 possible. The efforts were made and ... I would
15 simply say this. If these things were so easy, I
16 submit to you they would have been done. They would
17 have been done already.

18 **THE COURT:** The reason I bring that up is, I have to go
19 back ... I apologize, I don't have a law clerk, I
20 guess that's no excuse. Isn't there a statute
21 though that gives family members a right of first
22 refusal ...

23 **MR. JOWERS:** Yes, sir.

24 **THE COURT:** ... in a partition?

25 **MR. JOWERS:** There is.

1 **THE COURT:** And that would apply whether it was a judicial
2 sale or a private sale. Is that correct, Mr.
3 Jowers?

4 ~~**MR. JOWERS:** Yes, sir.~~

5 **THE COURT:** Okay. Now, has there been any attempt to take
6 advantage or to apply that statute to this
7 particular case? In other words, market the
8 property among family members to see if anybody's
9 willing to in effect buy out everybody else who's a
10 party to this action?

11 **MR. SCHMIDT:** Well, I would say this. As a part of
12 settlement efforts, we have tossed a number over the
13 fence that would have included those sorts of
14 things, and have gotten no response at all, not
15 responses to phone calls or emails.

16 **THE COURT:** All right. Well, that's interesting. Okay.

17 **MR. JOWERS:** Your Honor?

18 **THE COURT:** Yes, sir?

19 **MR. JOWERS:** The problem is, any offer that as been made,
20 it's the financial side of it, the lack of credit
21 given for any contributions made by my clients and
22 the attorneys' fees claimed by the plaintiff in part
23 of the order. Those have taken this thing out of
24 the realm of reasonableness. And that is the
25 problem. It's always been the money. Everybody

1 wants to save the home place. You know, their
2 father sweated and suffered for his life to
3 accumulate this property. They don't want to sell
4 this property. ~~They don't want to lose it in the~~
5 family, they want to keep it. They think it should
6 be divided. It can be. They've proposed lotteries,
7 but it's always been the money. Mr. Brown never
8 could give them proof of what he claimed to have
9 paid, and I submit it's never been brought up in
10 this case either. And now that the attorneys' fees
11 have really pushed this ... the property's not worth
12 much. It was farm land, that's what it was. It has
13 great sentimental value, but the money is ... it
14 should not have gone this far, it never should have
15 gone this far but it has. And again, I go back to
16 obviously Mr. Brown ...

17 **MR. SCHMIDT:** This case was mediated; we've made all the
18 efforts to settle, and to complain about the
19 incurring of attorneys' fees, my biggest ... my
20 client's biggest frustration, and mine personally,
21 has been why does this have to keep going on? And
22 it's all because somebody in the house wouldn't play
23 ball. And this is why we are where we are. And to
24 try to place that blame on Mr. Brown is plainly
25 wrong.

1 THE COURT: Let me ask, which of the defendants has passed
2 away since the final order? Was it before the final
3 order or was it since the trial?
4 MR. JOWERS: ~~It was before we were served with the order.~~
5 It's Willie Brown, Junior.
6 THE COURT: Okay. Now, did he have heirs?
7 MR. JOWERS: He had a will, Your Honor. I'm not sure if
8 it's been probated yet.
9 THE COURT: Okay. And so the heirs have not been
10 established for Mr. Brown, Junior? Not ... as far
11 as probate's concerned.
12 MR. JOWERS: I don't ... I'm not sure, Your Honor.
13 MS. DOWDY: I don't know.
14 THE COURT: I'm not implying or casting any aspersions,
15 but I've seen cases where there were more children
16 than people were aware of.
17 MR. JOWERS: His will directs ... he had a will, Your
18 Honor.
19 THE COURT: Okay.
20 MR. JOWERS: And so I think it may have gone to his wife,
21 but I'm not sure. I don't know.
22 THE COURT: Oh, I see. Okay. All right. The motion to
23 alter or amend the judgment is denied. However,
24 with regard to the judicial sale, I think, Mr.
25 Jowers, I asked you before if y'all want to explore

1 the possibility of an appeal with your clients?

2 **MR. JOWERS:** Yes, sir.

3 **THE COURT:** I'm inclined to pull it from the November sale
4 ~~and have the judicial sale in December.~~ Of course,
5 that's an extra ... have you advertised it or
6 anything?

7 **MR. SCHMIDT:** We did, twice. And, Your Honor, I already
8 talked to my client about the likelihood that it
9 would not be judicially sold until January, which I
10 think is a pretty fair space ...

11 **THE COURT:** Okay.

12 **MR. SCHMIDT:** ... to give. And he's okay with that. And
13 again, during the interim, I mean, I don't want to
14 feel naughty about it but I do feel like even though
15 a judicial sale has been ordered, it's still within
16 the province of the parties to come to an agreement
17 before then about what to do with it.

18 **THE COURT:** I agree with that. Is that your understanding
19 as well, Mr. Jowers?

20 **MR. JOWERS:** Oh, yeah. Parties can always agree, Your
21 Honor.

22 **THE COURT:** Right. Right. In other words, the family
23 could work it out within the family if they so
24 desire.

25 **MR. SCHMIDT:** As long as we're before that sale date.

1 **THE COURT:** I certainly would not be opposed to that,
2 let's put it like that. Okay, well, January sale.
3 Now, of course the issue of the expense of the
4 advertising. ~~That's probably between, probably~~
5 several hundred dollars at least. If you work it
6 out, I hope that's something that can also be worked
7 out. All right, Mr. Schmidt, if you'll submit an
8 order and, Mr. Jowers, I guess as soon as you get it
9 you'll deal with the appellate situation. Please
10 submit a non-argumentative order.

11 **MR. SCHMIDT:** Will do.

12 **THE COURT:** Denying the motion. And we'll pull this from
13 the November sale and reschedule the sale for
14 January 3rd, keeping in mind of course it's a
15 holiday and we're closed on the 2nd. Mr. Jowers?

16 **MR. JOWERS:** Your Honor, if we appeal ...

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

18 **MR. JOWERS:** ... there's no showing in the record of any
19 ... I don't even know how to establish the bond for
20 the appeal. Because all the statute basically deals
21 with foreclosures and who's in possession. And
22 since no one's in possession ...

23 **THE COURT:** Well, that's something we might have to
24 revisit in another hearing. As I understand it, the
25 policy behind posting a bond would be ... the

1 purpose would be to indemnify the other party if you
2 appealed and were not successful and they were
3 damaged somehow in the process. I don't know ...
4 ~~that's a good point, how do you establish how much~~
5 that is. That sounds like something y'all could
6 agree on, but if not of course we may have to
7 revisit that in another hearing. Mr. Jowers, do you
8 accept my interpretation of the policy behind
9 posting a bond? And this is a bond that will stay
10 everything pending the outcome of the appeal.
11 **MR. JOWERS:** The statute is basically, and the cases all
12 deal with foreclosures, Your Honor.
13 **THE COURT:** Right.
14 **MR. JOWERS:** This is not that ...
15 **THE COURT:** I understand. I understand, but a foreclosure
16 sale is nothing but a different type of judicial
17 sale, so. And, but anyhow, that bond, posting a
18 bond is something ... or, Mr. Schmidt, maybe your
19 client would agree to staying everything pending
20 appeal.
21 **MR. SCHMIDT:** I'd have to check with him. Your Honor, I
22 do have to show my ignorance, but I had a question
23 about that. If there was an appeal I was wondering,
24 does the ... would a judicial sale in January
25 proceed and then the buyer's on notice that that

1 could be undone or does the sale not proceed?

2 **THE COURT:** Well, if the ... the appellate rules have a
3 list of things that are not stayed by appeal. But
4 ~~also, like most legal documents, has an escape~~
5 clause or an alternative procedure to go ahead and
6 stay it. I think that's something y'all can work
7 out. But Mr. Jowers is anticipating having to post
8 a bond to, again, indemnify your client if he's
9 damaged if it goes to the appellate courts and then
10 the appealing party doesn't succeed. But I would
11 not ... if it is stayed, of course the January sale
12 wouldn't go forward, because the appellate process
13 now takes about two years to ...

14 **MR. SCHMIDT:** Yeah.

15 **THE COURT:** ... to get a ruling from the appellate court.
16 Now, maybe y'all can tell your clients this is two
17 more years of fighting.

18 **MR. SCHMIDT:** Yeah.

19 **THE COURT:** They can dispense with it if they can just
20 come to some kind of agreement. Again, I wouldn't
21 be opposed to any type of agreement. So I hope that
22 answers your question.

23 **MR. SCHMIDT:** It sure does.

24 **THE COURT:** Okay.

25 **MR. SCHMIDT:** Thank you, Your Honor.

1 THE COURT: All right. Thank you so much. We'll look for
2 your order.

3

4 ~~(There being nothing further, the hearing was concluded at~~
5 10:03 a.m.)

COURT'S EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE COURT

IN THE MATTER OF Willie Brown Sr.

CASE NUMBER 2005 ES40 01505

RECEIPT AND RELEASE

The undersigned hereby acknowledges receipt from the Personal Representative(s) in this matter of the following property:

I have received my share of the estate.

In consideration of the distribution, the undersigned releases and forever discharges the Personal Representative(s) and the Estate from any and all rights and claims, which the undersigned may have against the Personal Representative(s) and the Estate and waives notice of right to demand a hearing on all accountings, proposal for distribution and petition for settlement.

Executed this 30th day of NOVEMBER, 2007.

Witness:

William L. Goff

Beneficiary:

Willie Brown Jr.

Willie Brown Jr.

Willie Brown Jr.

Print name

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE COURT

IN THE MATTER OF Willie Brown Sr.

CASE NUMBER 2005 ES40 01505

RECEIPT AND RELEASE

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Executed this 30 day of November, 2007.

Witness:

Kat Sterry

Beneficiary:

Charles Brown

Charles Brown

Charles Brown

Print name

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE COURT

IN THE MATTER OF Willie Brown Sr.

CASE NUMBER 2005 ES40 01505

RECEIPT AND RELEASE

The undersigned hereby acknowledges receipt from the Personal Representative(s) in this matter of the following property:

I have received my share of the estate.

In consideration of the distribution, the undersigned releases and forever discharges the Personal Representative(s) and the Estate from any and all rights and claims, which the undersigned may have against the Personal Representative(s) and the Estate and waives notice of right to demand a hearing on all accountings, proposal for distribution and petition for settlement.

Executed this 30 day of NOVEMBER, 2007.

Witness:

[Signature]

Beneficiary:

[Signature]
Joe Brown

JOE BROWN
Print name

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE COURT

IN THE MATTER OF Willie Brown Sr.

CASE NUMBER 2005 ES40 01505

RECEIPT AND RELEASE

The undersigned hereby acknowledges receipt from the Personal Representative(s) in this matter of the following property:

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Executed this 30th day of November 2007

Witness:

Kath Starny

Beneficiary:

Vivian B. Dowdy

Vivian Dowdy

Vivian B. Dowdy
Print name

STATE OF SOUTH CAROLINA

PRIVATE FAMILY AGREEMENT

COUNTY OF RICHLAND

Case No.: 2005-ES-40-01505

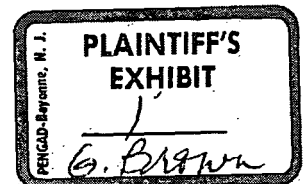
IN RE: Estate of Willie Brown, Sr.

We the undersigned parties agree to enter into a private family agreement that would entail:

1. Identifying all personal property of the estate.
2. Liquidating personal property to satisfy claims and debts of the estate.
3. That the parties intend to liquidate, if necessary, real property to satisfy any outstanding debts or claims of the estate not satisfied after liquidation of personal property.
4. Thereafter the parties will seek to divide the real property in kind.

5 That the parties understand and realize that each heir has the right to institute an action in partition should the real property cannot be equitably divided.

Vivian B. Dowdy
Vivian B. Dowdy



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN RE: Estate of Willie Brown, Sr.

PRIVATE FAMILY AGREEMENT

Case No.: 2005-ES-40-01505

We the undersigned parties agree to enter into a private family agreement that would entail:

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Willie Brown Jr
Willie Brown Jr

STATE OF SOUTH CAROLINA

PRIVATE FAMILY AGREEMENT

COUNTY OF RICHLAND

Case No.: 2005-ES-40-01505

IN RE: Estate of Willie Brown, Sr.

We the undersigned parties agree to enter into a private family agreement that would entail:

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JOE BROWN

STATE OF SOUTH CAROLINA

PRIVATE FAMILY AGREEMENT

COUNTY OF RICHLAND

Case No.: 2005-ES-40-01505

IN RE: Estate of Willie Brown, Sr.

We the undersigned parties agree to enter into a private family agreement that would entail:

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- 5 That the parties understand and realize that each heir has the right to institute an action in partition should the real property cannot be equitably divided.

Charles E. Brown
Charles E. Brown

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN RE: Estate of Willie Brown, Sr.

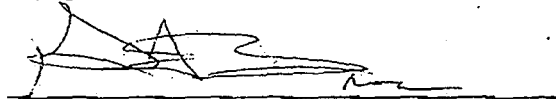
PRIVATE FAMILY AGREEMENT

Case No.: 2005-ES-40-01505

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1. Identifying all personal property of the estate.
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4. Thereafter the parties will seek to divide the real property in kind.

5 That the parties understand and realize that each heir has the right to institute an action in partition should the real property cannot be equitably divided.



Gregory A. Brown

REVISED

Expenses for Willie Brown

~~1~~ Richland County Treasurer	~~04 Tax Clarkson Tax~~	~~\$ 803.00~~	
~~2~~ Richland County Treasurer	~~04 Tax Weston Tax~~	~~\$ 238.28~~	
~~3~~ Richland County Treasurer	~~05 Tax Clarkson Tax~~	~~\$ 401.65~~	
~~4~~ Richland County Treasurer	~~05 Tax Clarkson Tax~~	~~\$ 477.26~~	
5 Richland County Treasurer	06 Tax Weston Tax	\$ 124.98	
6 Richland County Treasurer	06 Clarkson Tax	\$ 805.44	
7 Richland County	2007 Property Tax	\$ 135.69	
8 Richland County	2007 Property Tax	\$ 978.05	
9 Richland County	2008 Property Tax	\$ 137.53	
10 Richland County	2008 Property Tax	\$ 1,058.75	
11 Richland County	2009 Property Tax	\$ 138.46	
12 Richland County	2009 Property Tax	\$ 1,071.89	
13 Tri-Country Electric	Electric Service 10/07-4/09	\$ 777.00	
14 Tri-Country Electric	Electric Service 4/09-12/09	\$ 344.00	
15 Tri-Country Electric	Electric Service	\$ 237.53	
16 Tri-Country Electric	Electric Service	\$ 212.03	
17 Tri-Country Electric	Electric Service	\$ 65.81	
18 Tri-Country Electric	Electric Service	\$ 432.00	
~~19~~ Boston McClain	~~Appraisal~~	~~\$ 3,000.00~~	
20 Property Maintenance	Grass and Other	\$ 500.00	
21 Property Maintenance	Grass and Other	\$ 1,000.00	
22 Property Maintenance	Grass and Other	\$ 1,000.00	
23 Property Maintenance	Grass and Other	\$ 1,000.00	
24 Property Maintenance	Grass and Other S/O 5-2/11	\$ 500.00	
25 First Federal	Home mortgage paid 4/5-4/10	~~\$ 24,158.21~~	20,620.75
26 First Federal	Mortgage	\$ -	
~~27~~ John Deere Tractor	~~Maintenance~~	~~\$ 4,300.00~~	
2010 PROPERTY TAXES		~~\$ 43,807.56~~	
Schmidt & Copeland		~~SPC 15~~	
Invoice 10295		~~147.58~~	
Invoice 10285		12/16/2010	\$ 339.00
Invoice 10243		11/8/2010	\$ 1,740.00
Invoice 10222		8/3/2010	\$ 240.00
Invoice 10211		6/3/2010	\$ 3,885.00
Invoice 10138		5/4/2010	\$ 1,929.30
		4/1/2010	\$ 1,374.00
			\$ 9,507.30



As of 8/05 through 5/05

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RICHLAND COUNTY

POST OFFICE BOX 11947

COLUMBIA, SC 29211

County Treasurer
(803) 732-4900

1000 P. BOX
1000 P. BOX

WILLIAM

2000 P. BOX

2000 P. BOX

2000 P. BOX

2000 P. BOX

2000 P. BOX

1000 P. BOX
2000 P. BOX

PAID THRU INTERNET



Jean Ryan
PLANNED PAYMENT COORDINATOR

2020 HAMPTON STREET
P.O. BOX 11947
COLUMBIA, SC 29211

TELEPHONE (803) 576-2270
FAX (803) 576-2269

County Treasurer
(803) 576-2250

RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams

County Treasurer
(803) 576-2250

RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

Jean Ryan
David A. Adams

273
1/2 0721

*** CREDIT CARD PAYMENT FOR TAX YEAR 2004 ONLY ***

RECEIPT NUMBER R-2004-027575

YOU CAN PAY BY CREDIT CARD AT WWW.RICHLANDONLINE.COM
OR CALL 803-576-2262. THERE IS A 2% PROCESSING FEE.

MAP - BLOCK - PARCEL 27300-03-18

AMOUNT DUE

\$

397.90

BROWN WILLIE

AMOUNT DUE AFTER 5/20/2005 \$ 467.90

2643 CLARKSON RD
HOPKINS

SC 29061

MAKE PAYMENTS TO:



RICHLAND COUNTY TREASURER

PO Box 11947

Columbia SC 29211-1947

R

Ref # VZME-0A39F285

VOID stamp with handwritten 477.26



RICHLAND COUNTY

POST OFFICE BOX 11947

COLUMBIA, SC 29211

David A. Adams

Treasurer

803-576-2250

treasurer@richlandonline.com

PRINTED: 3/14/2007

***** REAL ESTATE TAXES *****

LEVY-YEAR 2006

CLERK:

TY-YEAR-RECEIPT

MAP-BLOCK-PARCEL

R-2006-028139

27400-03-19.

376.00

CNTY-TAX

139.12

CNTY-SALES

14.14-

RESID-CR

.00

PEN/COST

.00

CNTY-TOT

124.98

CITY-TAX

.00

CITY-PEN

.00

GARB

.00

PYMTS-TO-DATE

.00

ADJ-TO-DATE

.00

BALANCE-DUE

124.98

DUE BY

2007/04/02

LOC: W/S DRY BRANCH RD

RMKS:

DIGEST 370

CHANGE 0

NET-ASSM 370

R-2006-028139

BROWN WILLIE

DIST-NO:

1LR

2643 CLARKSON RD

HOPKINS

SC 29061



RICHLAND COUNTY

POST OFFICE BOX 11947

COLUMBIA, SC 29211

David A. Adams

Treasurer

803-576-2250

treasurer@richlandonline.com

Batch Date: 3/14/2007 Time: 12:37:29 *** Real Estate ***

Tax Map No: 27400-03-19

Loc W/S DRY BRANCH RD

Millage 376.00

Tot-Asm 370

Where CN: Clerk MT

Batch 43273 Tran-No 298755

Check: 1381.39 No: 2101

Tax Bill No: R-2006-028139

BROWN WILLIE

Dist-No

1LR

2643 CLARKSON RD

HOPKINS

SC 29061-0000

Receipt 1 of 8

Current Payment: 124.9

County Tax 139.1

County Sales-Cr 14.1

Homestead .0

County Relief .0

Solid Waste .0

Pen/Cost .0

City Tax .0

City Sales-Cr .0

Paid to Date 124.9

3/14/2007

This is a paid receipt



RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams
 Treasurer
 803-576-2250
 treasurer@richlandonline.com

PRINTED: 3/14/2007 ***** REAL ESTATE TAXES *****
 CLERK: LEVY-YEAR 2006

TY-YEAR-RECEIPT MAP-BLOCK-PARCEL
 R-2006-028138 27300-03-18.

376.00	CNTY-TAX	541.44
	CNTY-SALES	49.40-
	RESID-CR	96.60-
	PEN/COST	.00
	CNTY-TOT	395.44
	CITY-TAX	.00
	CITY-PEN	.00
	GARB	410.00
	PYMTS-TO-DATE	.00
	ADJ-TO-DATE	.00
	BALANCE-DUE	805.44
	DUE BY	2007/04/02

LOC: 2643 CLARKSON RD
 RMKS:
 DIGEST 1,440
 CHANGE 0
 NET-ASSM 1,440

R-2006-028138
 BROWN WILLIE

DIST-NO:
 1LR

2643 CLARKSON RD
 HOPKINS SC 29061



RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams
 Treasurer
 803-576-2250
 treasurer@richlandonline.com

Batch Date: 3/14/2007 Time: 12:37:29 *** Real Estate ***

Tax Map No: 27300-03-18
 Loc 2643 CLARKSON RD

Where CN Clerk MT
 Batch 43273 Tran-No 298755
 Check: 1381.39 No: 2101

Millage 376.00

Tot-Asm 1440

Tax Bill No: R-2006-028138
 BROWN WILLIE

Dist-No
 1LR

2643 CLARKSON RD
 HOPKINS SC 29061-8898

Receipt	2 of	8
Current Payment:		805.4
County Tax		541.4
County Sales-Cr		49.4
Homestead		.0
County Relief		96.6
Solid Waste		410.0
Pen/Cost		.0
City Tax		.0
City Sales-Cr		.0
Paid to Date		805.4
3/14/2007		

This is a paid receipt



POST OFFICE BOX 11947
COLUMBIA, SC 29211

treasurer@richlandonline.com

Batch Date: 1/24/2008 Time: 14:24:10 *** Real Estate ***

Tax Map No: 27300-03-18
Loc 2643 CLARKSON RD

Where CN Clerk JB
Batch 45982 Tran-No 586748
Check: 11376.03 No: 2201

Millage 393.50

Tot-Asm 1470

Tax Bill No: R-2007-027863
BROWN GREGORY ETAL

Dist-No
1LR

1117 WESTON RD
HOPKINS

SC 29061-0000

Receipt	4 of 12	
Current Payment:		978.05
County Tax		578.45
County Sales-Cr		38.89
Homestead		.00
County Relief		.00
Solid Waste		410.00
Pen/Cost		28.49
City Tax		.00
City Sales-Cr		.00
Paid to Date		978.05
	1/24/2008	

This is a paid receipt



RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David L. Gann

Treasurer

204-573-1077

treasurer@richlandonline.com

Batch Date: 1/24/2008 Time: 14:24:10 *** Real Estate ***

Tax Map No: 27400-03-19
Loc W/S DRY BRANCH RD

Where CN Clerk JB
Batch 45982 Tran-No 586748
Check: 11376.03 No: 2201

Millage 393.50

Tot-Asm 370

Tax Bill No: R-2007-027864
BROWN GREGORY ETAL

Dist-No
1LR

1117 WESTON RD
HOPKINS

SC 29061-0000

Receipt	2 of 12	
Current Payment:		135.69
County Tax		145.60
County Sales-Cr		13.86
Homestead		.00
County Relief		.00
Solid Waste		.00
Pen/Cost		3.95
City Tax		.00
City Sales-Cr		.00
Paid to Date		135.69
	1/24/2008	

This is a paid receipt

PAID
1/24/07
JAE



RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams
Treasurer
803-576-2250
treasurer@regov.us

Batch Date: 1/14/2009 Time: 15:08:41 *** Real Estate ***

Tax Map No: 27300-03-18
Loc 2643 CLARKSON RD

Where CN Clerk TLB
Batch 49065 Tran-No 908008
Check: 11950.75 No: 2307

Millage 404.90

Tot-Asm 1470

Tax Bill No: R-2008-028103
BROWN GREGORY ETAL

Dist-No
1LR

1117 WESTON RD
HOPKINS

SC 29061-0000

Receipt	1 of 12	
Current Payment:		1,058.75
County Tax		595.20
County Sales-Cr		34.45
Homestead		.00
County Relief		.00
Solid Waste		498.00
Pen/Cost		.00
City Tax		.00
City Sales-Cr		.00
Paid to Date		1,058.75
	1/14/2009	

This is a paid receipt.



RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams
Treasurer
803-576-2250
treasurer@regov.us

Batch Date: 1/14/2009 Time: 15:08:41 *** Real Estate ***

Tax Map No: 27400-03-19
Loc W/S DRY BRANCH RD

Where CN Clerk TLB
Batch 49065 Tran-No 908008
Check: 11950.75 No: 2307

Millage 404.90

Tot-Asm 370

Tax Bill No: R-2008-028104
BROWN GREGORY ETAL

Dist-No
1LR

1117 WESTON RD
HOPKINS

SC 29061-0000

Receipt	7 of 12	
Current Payment:		137.50
County Tax		149.80
County Sales-Cr		12.20
Homestead		.00
County Relief		.00
Solid Waste		.00
Pen/Cost		.00
City Tax		.00
City Sales-Cr		.00
Paid to Date		137.50
	1/14/2009	

This is a paid receipt.

2009

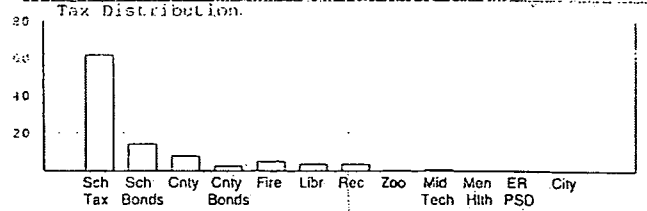
**RICHLAND COUNTY
REAL PROPERTY**
Paul Brawley, Auditor



485 2/2

BROWN GREGORY ETAL
1117 WESTON RD
HOPKINS SC 29061-0000

1	NOTICE NO.	2	TAX DIST.
NO	R-2009-028368	1	LR
PROPERTY DESCRIPTION		STATEMENT DATE	
W/S DRY BRANCH RD			



TAX DISTRIBUTION		
DOLLAR AMOUNT	ALLOCATION	%
85.62		61.8
19.61		14.2
11.07	COUNTY	8.0
3.33	COUNTY BONDS	2.4
6.88	FIRE SERVICE	5.0
4.85	PUBLIC LIBRARY	3.5
4.88	RECREATION	3.5
.74	RIVERBANKS ZOO	.5
1.04	MIDLANDS TECH	.8
.44	MENTAL HEALTH	.3
.00	EAST RICH PSD	.0
.00	CITY	.0
.00		.0
138.46		

TAX MAP NUMBER		PROPERTY LOCATION		PRIOR YEAR TAX	
27400-03-19-		41.50 ACRES		137.53	
ACRES	APPRAISED VALUE TAXABLE		RATIO		ASSESSED VALUE
41.50	9,300	X	.04	=	370
		X		=	
ENTITY	TOTAL ASSESSED VALUE		MILLS		TAX
COUNTY	370	X	402.9	=	149.07
		X		=	
COUNTY INCLUDES - OPERATIONS, LANDFILL, CAPITAL REPLACEMENTS, CONSERVATION COMMISSION AND NEIGHBORHOOD REDEVELOPMENT.			HOMESTEAD EXEMPTION		
			.00		
LOCAL OPTION SALES TAX CREDIT HAS BEEN APPLIED TO YOUR COUNTY AND CITY TAX DISTRIBUTION			SCHOOL TAX CREDIT		
			.00		
			LOCAL OPTION SALES TAX CREDIT		
			10.61-		
			138.46		
138.46		AFTER JANUARY 15, 2010 142.61		AFTER FEBRUARY 2, 2010 152.31	
		AFTER MARCH 15, 2010 159.23			
IMPORTANT MESSAGES					
Your taxes may have increased due to real property reassessment, which must occur every 5 years.					

R-2009-028368

W/S DRY BRANCH RD

27400-03-19-

**RICHLAND COUNTY
REAL PROPERTY**

AMOUNT PAID	AFTER JANUARY 15, 2010	AFTER FEBRUARY 2, 2010	AFTER MARCH 15, 2010	INDICATE AMOUNT PAID
138.46	142.61	152.31	159.23	

PLEASE PUT ANY DIFFERENT RETURN
ADDRESS ON BACK OF THIS FORM



R 2009 00028368

RICHLAND COUNTY TREASURY (R)
PO BOX 8028
COLUMBIA SC 29202-8028

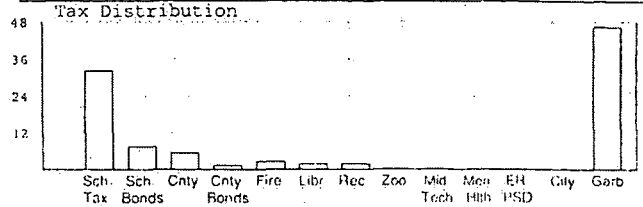
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TAX NOTICE
RICHLAND COUNTY
REAL PROPERTY
 Paul Brawley, Auditor



485 1/2
 BROWN GREGORY ETAL
 1117 WESTON RD
 HOPKINS SC 29061-0000

1	NOTICE NO.	2	TAX DIST.
NO	R-2009-028367	TLR	
PROPERTY DESCRIPTION		STATEMENT DATE	
2643 CLARKSON RD			



TAX DISTRIBUTION			
DOLLAR AMOUNT	ALLOCATION		%
347.10			32.3
79.50			7.4
57.44	COUNTY		5.4
13.50	COUNTY BONDS		1.3
27.90	WATER SERVICE		2.6
19.65	PUBLIC LIBRARY		1.8
19.80	RECREATION		1.8
3.00	RIVERBANKS ZOO		.3
4.20	MIDLANDS TECH		.4
1.80	MENTAL HEALTH		.2
.00	EAST RICH. PSD		.0
.00	CITY		.0
498.00	GARBAGE		46.5
1,071.89			

TAX MAP NUMBER		PROPERTY LOCATION		PRIOR YEAR TAX	
27300-03-18-		29.00 ACRES		1,058.75	
ACRES	APPAISED VALUE TAXABLE	RATIO		ASSESSOR'S VALUE	
28.00	5,000	.04	=	200	
1.00	21,700	.06	=	1,300	
ENTITY	TOTAL ASSESSED VALUE	MILLS		TAX	
COUNTY	1,500	402.9	=	604.35	
COUNTY INCLUDES: OPERATIONS, LANDFILL, CAPITAL REPLACEMENTS, CONSERVATION COMMISSION AND NEIGHBORHOOD REDEVELOPMENT.					
LOCAL OPTION SALES TAX CREDIT HAS BEEN APPLIED TO YOUR COUNTY AND CITY TAX DISTRIBUTION					
		HOMESTEAD EXEMPTION		.00	
		SCHOOL TAX CREDIT		.00	
		LOCAL OPTION SALES TAX CREDIT		30.46-	
		GARBAGE		498.00	
		PAYABLES		1,071.89	
	AFTER JANUARY 15, 2010	AFTER FEBRUARY 2, 2010		AFTER MARCH 15, 2010	
	1,071.89	1,104.05		1,179.08	1,232.67
IMPORTANT MESSAGES					
Your taxes may have increased due to real property reassessment, which must occur every 5 years.					

R-2009-028367

2643 CLARKSON RD

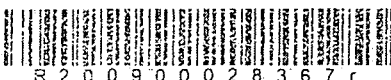
27300-03-18-

RICHLAND COUNTY
 REAL PROPERTY

	AFTER JANUARY 15, 2010	AFTER FEBRUARY 2, 2010	AFTER MARCH 15, 2010
1,071.89	1,104.05	1,179.08	1,232.67

PLEASE PUT ANY DIFFERENT RETURN ADDRESS ON BACK OF THIS FORM

RICHLAND COUNTY TREASURY (R)
 PO BOX 8028
 COLUMBIA SC 29202-8028



**TRI-COUNTY
ELECTRIC
COOPERATIVE**

P. O. Box 217 • St. Matthews, SC 29135
www.tri-countyelectric.net

Office Hours: 8:00 A.M. - 5:00 P.M., Monday - Friday

21
494

St. Matthews (803) 874-1215 Richland (803) 353-8746
 (803) 256-3275 (803) 353-8747
 (803) 874-1400 Santee (803) 854-3166
 (877) 874-1215 (803) 496-5614
 (803) 874-1189

Reporting an outage after 5:00 pm or on weekends (803) 874-1400
(877) 874-1215

ACCOUNT NUMBER		NAME		RATE	CLASS	Telephone	LOCATION NUMBER	METER NUMBER
303001		BROWN WILLIE		1	1	(000) 776-3609	8001106012	4779222
SERVICE		NO.	BILL	READING			KWH	
FROM	TO	DAYS	TYPE	PREVIOUS	PRESENT	MULTIPLIER	USAGE	CHARGES
05/18/05	06/16/05	29	0	15737	15789	1	52	11.75
0.009000 PURCHASE POWER FACTOR							52	0.47
1 SECURITY LIGHT								7.00
CURRENT ELECTRIC BILL AMOUNT 07/06/05								19.22
PREVIOUS BALANCE								214.31
TOTAL AMOUNT DUE IF UNPAID, SERVICE IS SUBJECT TO DISCONNECTION 07/18/05								233.53

Your password to view your bill online is: 3030

IMPORTANT NOTICE

YOUR SERVICE WILL BE DISCONNECTED WITHOUT FURTHER NOTICE IF PAYMENT IS NOT RECEIVED BEFORE 07/18/05
THIS IS THE ONLY NOTICE YOU WILL RECEIVE

SERVICE ADDRESS		BILLING DATE		PAYMENT DUE DATE		TOTAL DUE NOW		\$ 233.53	
		06/21/05		07/06/05		AFTER DUE DATE PAYS		237.03	
COMPARISONS	DAYS SERVICE	TOTAL KWH	AVG. KWH/DAY	COST PER DAY					
CURRENT BILLING PERIOD	29	52	1	0.42		TRI-COUNTY ELECTRIC COOP., INC. WILL BE CONDUCTING A MEMBER SURVEY BY PHONE DURING THE MONTH OF MAY. THANK YOU FOR YOUR COOPERATION IN ADVANCE. A late payment charge of 1.5% will be added to any balance remaining 15 days after the billing date. Service may be discontinued if payment is not received by 25 days after the billing date. If previous unpaid balance is greater than \$25, you are subject to disconnection for non-payment without further notice.			
PREVIOUS BILLING PERIOD	30	442	14	1.58					
SAME PERIOD LAST YEAR	30	238	7	0.93					

Your Electricity Use Over The Last 13 Months

Month	Usage (KWH)
J	250
J	350
A	300
S	200
O	150
N	550
D	950
J	950
F	900
M	750
A	950
M	450
J	100

A late payment charge of 1.5% will be added to any balance remaining 15 days after the billing date. Service may be discontinued if payment is not received by 25 days after the billing date. If previous unpaid balance is greater than \$25, you are subject to disconnection for non-payment without further notice.

RETAIN THIS COPY FOR YOUR RECORDS

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT



**TRI-COUNTY
ELECTRIC
COOPERATIVE**

P. O. Box 217 • St. Matthews, SC 29135

ADDRESS SERVICE REQUESTED

SC09320B

B	Account #	Due Date	Amount Due
	303001	07/06/05	233.53
	Meter #	Location	After Due Date Pay
	4779222	8001106012	237.03
	Disconnect Date For		
	07/18/05	237.03	

PLEASE NOTE IMPORTANT NOTICE ABOVE

PLEASE INDICATE CHANGE OF ADDRESS OR PHONE NUMBER HERE

AUTO *AUTO** 3-DIGIT 290

|||

BROWN WILLIE
2643 CLARKSON RD
HOPKINS SC 29061-8898

46

1

Tri-County Electric
P. O. Box 217
St. Matthews, SC 29135

St. Matthews, CO, 20100

0000000000

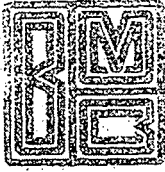
0000303001

00000023353

00000023703

1

281



BOSTON McCLAIN, Jr.

PO Box 25462 · Columbia, SC 29223

INVOICE

May 31, 2007

Client: Gregory Brown
117 Weston Rd.
Hopkins, SC 29061

Appraisal Services Rendered	\$3,500.00
Customer Discount	- 500.00
Amount Paid In Advance	<u>-1,625.00</u>
Balance Due	\$1,375.00

Property Address: 2643 Clarkson Rd. and
Dry Branch Rd.
Hopkins, SC 29061
Estate of Willie Brown, Jr.

Appraisal Real Estate Consulting Technology

"Becoming More Christlike"

2/18/11

Loan Payoff Inquiry

12:31:03

WILLIE BROWN
1117 WESTON RD
HOPKINS SC 29061-8990

Messages
Active

Loan# 113019596 L
Type: 1st CONS RE OWNERS
Eff. Dt: 2/22/11
PerDiem: 1.09934
Ins PerDiem:

Description	Amounts	Rebates	Payoffs
Current Balance	5,015.75		5,015.75
Accrued Interest	20.89		5,036.64
Other Charges/Fees	25.00		5,061.64
Escrow Balance	125.92		5,061.64
Total Payoff			5,061.64

Bottom

F3=Exit F6=Messages F7=Escrow/Insurance F8=Set P/O Pending F12=Previous
F14=Fee Inq. F15=Calculate DP F16=Calculate Penalty F20=Generate P/O Letter

2/18/11
WILLIE BROWN

Loan Inquiry

Loan number:

12:31:22
113019596 L

Messages Escrow-Tracking Only Escrow SLTV Property Types

Original balance: 25,000.00

Payment amount:

1 of 1

Current balance: 5,015.75

Next due date:

264.70

3/15/11

Control: From

To

Posted	Effective	Due Date	Src	T/C	Affects	Amount	Balance
12/11/98			x*	00915	D P	21,562.43	21,562.43
6/12/02	6/12/02	6/15/02	x	00910	C Q	261.43	21,562.43
6/12/02	6/12/02	6/15/02	x	00914	C P	106.85	21,455.58
6/12/02	6/12/02	6/15/02	x	00912	C I	132.33	21,455.58
6/12/02	6/12/02	6/15/02	x	00941	C 1	22.25	21,455.58
7/17/02	7/17/02	7/15/02	x	00910	C Q	261.43	21,455.58
7/17/02	7/17/02	7/15/02	x	00914	C P	83.99	21,371.59
7/17/02	7/17/02	7/15/02	x	00912	C I	155.19	21,371.59
7/17/02	7/17/02	7/15/02	x	00941	C 1	22.25	21,371.59
8/20/02	8/20/02	8/15/02	x	00910	C Q	261.43	21,371.59
8/20/02	8/20/02	8/15/02	x	00914	C P	93.94	21,277.65
8/20/02	8/20/02	8/15/02	x	00912	C I	145.24	21,277.65
8/20/02	8/20/02	8/15/02	x	00941	C 1	22.25	21,277.65
9/17/02	9/17/02	9/15/02	x	00910	C Q	261.43	21,277.65
9/17/02	9/17/02	9/15/02	x	00914	C P	94.50	21,183.15
9/17/02	9/17/02	9/15/02	x	00912	C I	144.68	21,183.15
9/17/02	9/17/02	9/15/02	x	00941	C 1	22.25	21,183.15
10/17/02	10/17/02	10/15/02	x	00910	C Q	261.43	21,183.15
10/17/02	10/17/02	10/15/02	x	00914	C P	99.85	21,083.30
10/17/02	10/17/02	10/15/02	x	00912	C I	139.33	21,083.30
10/17/02	10/17/02	10/15/02	x	00941	C 1	22.25	21,083.30
11/13/02	11/13/02	11/15/02	x	00910	C Q	261.43	21,083.30
11/13/02	11/13/02	11/15/02	x	00914	C P	105.13	20,978.17
11/13/02	11/13/02	11/15/02	x	00912	C I	134.05	20,978.17
11/13/02	11/13/02	11/15/02	x	00941	C 1	22.25	20,978.17
12/17/02	12/17/02	12/15/02	x	00910	C Q	261.43	20,978.17
12/17/02	12/17/02	12/15/02	x	00914	C P	92.05	20,886.12
12/17/02	12/17/02	12/15/02	x	00912	C I	147.13	20,886.12
12/17/02	12/17/02	12/15/02	x	00941	C 1	22.25	20,886.12
12/27/02	12/17/02	12/15/02	x	00919	D A	.20	20,886.12
12/27/02	12/17/02	12/15/02	R	00960	D P	92.05	20,978.17
12/27/02	12/17/02	12/15/02	R	00922	D I	147.13	20,978.17
12/27/02	12/17/02	12/15/02	R	00931	D 1	22.25	20,978.17
12/31/02	12/31/02	12/15/02	x	00804	D LA	11.96	20,978.17
1/17/03	1/17/03	12/15/02	x	00910	C Q	261.43	20,978.17
1/17/03	1/17/03	12/15/02	x	00914	C P	92.05	20,886.12
1/17/03	1/17/03	12/15/02	x	00912	C I	147.13	20,886.12
1/17/03	1/17/03	12/15/02	x	00941	C 1	22.25	20,886.12
1/21/03	1/21/03	1/15/03	D	00931	D 1	317.26	20,886.12
2/19/03	2/19/03	1/15/03	x	00910	C Q	286.31	20,886.12
2/19/03	2/19/03	1/15/03	x	00914	C P	96.64	20,789.48
2/19/03	2/19/03	1/15/03	x	00912	C I	142.54	20,789.48
2/19/03	2/19/03	1/15/03	x	00911	C L	11.96	20,789.48
2/19/03	2/19/03	1/15/03	x	00941	C 1	35.17	20,789.48
3/19/03	3/19/03	2/15/03	x	00910	C Q	274.35	20,789.48
3/19/03	3/19/03	2/15/03	x	00914	C P	97.23	20,692.25
3/19/03	3/19/03	2/15/03	x	00912	C I	141.95	20,692.25
3/19/03	3/19/03	2/15/03	x	00941	C 1	35.17	20,692.25
4/01/03	4/01/03	3/15/03	x	00910	C Q	274.35	20,692.25
4/01/03	4/01/03	3/15/03	x	00914	C P	111.51	20,580.74
4/01/03	4/01/03	3/15/03	x	00912	C I	127.67	20,580.74
4/01/03	4/01/03	3/15/03	x	00941	C 1	35.17	20,580.74
4/15/03	4/15/03	4/15/03	x	00910	C Q	274.35	20,580.74
4/15/03	4/15/03	4/15/03	x	00914	C P	98.84	20,481.90
4/15/03	4/15/03	4/15/03	x	00912	C I	140.34	20,481.90
4/15/03	4/15/03	4/15/03	x	00941	C 1	35.17	20,481.90

2/18/11
WILLIE BROWN

Loan Inquiry

Loan number:

12:36:42
113019596 L
1 of 1
267.70
3/15/11

Messages Escrow-Tracking Only Escrow SLTV Property Types
Original balance: 25,000.00 Payment amount:
Current balance: 5,015.75 Next due date:
Control: From To

Posted	Effective	Due Date	Src	T/C	Affects	Amount	Balance
5/16/03	5/16/03	5/15/03	x	00910	C Q	274.35	20,481.90
5/16/03	5/16/03	5/15/03	x	00914	C P	104.51	20,377.39
5/16/03	5/16/03	5/15/03	x	00912	C I	134.67	20,377.39
5/16/03	5/16/03	5/15/03	x	00941	C 1	35.17	20,377.39
6/16/03	6/16/03	6/15/03	x	00910	C Q	274.35	20,377.39
6/16/03	6/16/03	6/15/03	x	00914	C P	100.70	20,276.69
6/16/03	6/16/03	6/15/03	x	00912	C I	138.48	20,276.69
6/16/03	6/16/03	6/15/03	x	00941	C 1	35.17	20,276.69
6/24/03	6/16/03	6/15/03	x	00919	D A	.18	20,276.69
6/24/03	6/16/03	6/15/03	R	00960	D P	100.70	20,377.39
6/24/03	6/16/03	6/15/03	R	00922	D I	138.48	20,377.39
6/24/03	6/16/03	6/15/03	R	00931	D 1	35.17	20,377.39
7/01/03	7/01/03	6/15/03	x	00804	D LA	11.96	20,377.39
7/16/03	7/16/03	6/15/03	x	00910	C Q	274.35	20,377.39
7/16/03	7/16/03	6/15/03	x	00914	C P	100.70	20,276.69
7/16/03	7/16/03	6/15/03	x	00912	C I	138.48	20,276.69
7/16/03	7/16/03	6/15/03	x	00941	C 1	35.17	20,276.69
7/25/03	7/25/03		x	00200	D FE	25.00	20,276.69
8/15/03	8/15/03	7/15/03	M	00011	C L	11.96	20,276.69
8/15/03	8/15/03	7/15/03	M	00010	C Q	274.35	20,274.12
9/16/03	9/16/03	8/15/03	C	00010	C Q	274.35	20,168.95
10/20/03	10/20/03	9/15/03	C	00010	C Q	274.35	19,933.51
11/20/03	11/20/03	10/15/03	M	00010	C Q	274.35	19,826.97
11/20/03	11/20/03	11/15/03	M	00010	C Q	274.35	19,723.49
12/31/03	12/31/03	12/15/03	G	00804	D LA	11.96	19,723.49
1/07/04	1/07/04	12/15/03	C	00010	C Q	268.55	19,614.23
1/08/04	1/08/04	12/15/03	D	00931	D 1	317.26	19,614.23
2/02/04	2/02/04	1/15/04	G	00804	D LA	11.96	19,614.23
2/05/04	2/05/04	1/15/04	M	00011	C L	5.80	19,614.23
2/05/04	2/05/04	1/15/04	M	00010	C Q	268.55	19,508.71
3/02/04	3/02/04	2/15/04	M	00011	C L	5.80	19,508.71
3/02/04	3/02/04	2/15/04	M	00010	C Q	268.55	19,402.20
3/31/04	3/31/04	3/15/04	G	00804	D LA	11.96	19,402.20
4/06/04	4/06/04	3/15/04	M	00011	C L	5.80	19,402.20
4/06/04	4/06/04	3/15/04	M	00010	C Q	268.55	19,286.38
5/03/04	5/03/04	4/15/04	G	00804	D LA	11.96	19,286.38
5/04/04	5/04/04	4/15/04	C	00010	C Q	274.35	19,178.44
6/01/04	6/01/04	5/15/04	G	00804	D LA	11.96	19,178.44
6/07/04	6/07/04	5/15/04	M	00011	C L	5.80	19,178.44
6/07/04	6/07/04	5/15/04	M	00010	C Q	268.55	19,065.47
7/01/04	7/01/04	6/15/04	G	00804	D LA	11.96	19,065.47
7/09/04	7/09/04	6/15/04	M	00011	C L	5.80	19,065.47
7/09/04	7/09/04	6/15/04	M	00010	C Q	268.55	18,956.04
8/02/04	8/02/04	7/15/04	G	00804	D LA	11.96	18,956.04
8/06/04	8/06/04	7/15/04	M	00011	C L	5.80	18,956.04
8/06/04	8/06/04	7/15/04	M	00010	C Q	268.55	18,841.88
8/31/04	8/31/04	8/15/04	G	00804	D LA	11.96	18,841.88
10/01/04	10/01/04	8/15/04	G	00804	D LA	11.96	18,841.88

2/18/11
 WILLIE BROWN
 Messages Escrow-Tracking Only Escrow SLTV Property Types
 Original balance: 25,000.00
 Current balance: 5,015.75
 Control: From To

Loan Inquiry

Loan number:
 Payment amount:
 Next due date:

12:32:02
 113019596 L
 1 of 1
 264.70
 3/15/11

Posted	Effective	Due Date	Src	T/C	Affects	Amount	Balance
10/08/04	10/08/04	8/15/04	M	00011	C L	55.08	18,841.88
10/08/04	10/08/04	8/15/04	M	00010	C Q	268.55	18,730.78
10/08/04	10/08/04	9/15/04	M	00010	C Q	268.55	18,619.27
10/20/04	10/20/04	10/15/04	M	00010	C Q	268.55	18,503.64
10/28/04	10/28/04	10/15/04	R	00919	D A	.20	18,503.64
10/28/04	10/20/04	10/15/04	R	00922	D I	123.55	18,503.64
10/28/04	10/20/04	10/15/04	R	00960	D P	115.63	18,619.27
10/28/04	10/20/04	10/15/04	R	00931	D I	29.37	18,619.27
11/04/04	11/04/04	10/15/04	M	00011	C L	11.96	18,619.27
11/04/04	11/04/04	10/15/04	M	00010	C Q	268.55	18,503.64
12/01/04	12/01/04	11/15/04	G	00804	D LA	11.96	18,503.64
12/14/04	12/14/04	11/15/04	D	00931	D I	317.26	18,503.64
12/31/04	12/31/04	11/15/04	G	00804	D LA	11.96	18,503.64
1/14/05	1/14/05	11/15/04	M	00011	C L	6.95	18,503.64
1/14/05	1/14/05	11/15/04	M	00010	C Q	268.05	18,390.01
1/14/05	1/13/05	12/15/04	N	00010	C Q	278.06	18,272.16
1/31/05	1/31/05	1/15/05	G	00804	D LA	11.96	18,272.16
2/04/05	2/04/05	1/15/05	M	00011	C L	19.42	18,272.16
2/04/05	2/04/05	1/15/05	M	00010	C Q	266.10	18,158.52
3/03/05	3/03/05	2/15/05	G	00804	D LA	11.96	18,158.52
3/07/05	3/07/05	2/15/05	C	00010	C Q	278.06	18,043.13
3/31/05	3/31/05	3/15/05	G	00804	D LA	11.96	18,043.13
4/06/05	4/06/05	3/15/05	C	00010	C Q	278.06	17,915.19
5/02/05	5/02/05	4/15/05	G	00804	D LA	11.96	17,915.19
5/09/05	5/09/05	4/15/05	C	00010	C Q	278.06	17,798.35
5/31/05	5/31/05	5/15/05	G	00804	D LA	11.96	17,798.35
6/29/05	6/29/05	7/15/05	W	00801	C N	.00	17,798.35
8/01/05	8/01/05	7/15/05	G	00804	D LA	11.96	17,798.35
8/22/05	8/22/05	7/15/05	M	00011	C L	23.92	17,798.35
8/22/05	8/22/05	7/15/05	M	00010	C Q	266.10	17,798.35
8/22/05	8/22/05	8/15/05	M	00010	C Q	266.10	17,796.53
10/03/05	10/03/05	9/15/05	G	00804	D LA	11.96	17,796.53
10/07/05	10/07/05	9/15/05	M	00011	C L	11.96	17,796.53
10/07/05	10/07/05	9/15/05	M	00010	C Q	266.10	17,678.27
10/07/05	10/07/05	10/15/05	M	00014	C P	21.94	17,656.33
10/31/05	10/31/05	10/15/05	G	00804	D LA	11.96	17,656.33
11/08/05	11/08/05	10/15/05	M	00011	C L	11.96	17,656.33
11/08/05	11/08/05	10/15/05	M	00010	C Q	266.10	17,533.92
11/08/05	11/08/05	11/15/05	M	00010	C Q	266.10	17,414.71
11/08/05	11/08/05	12/15/05	M	00014	C P	.84	17,413.87
12/28/05	12/28/05	12/15/05	D	00931	D I	317.26	17,413.87
1/01/06	1/01/06	12/15/05	G	00804	D LA	11.96	17,413.87
1/04/06	1/04/06	12/15/05	M	00011	C L	11.96	17,413.87
1/04/06	1/04/06	12/15/05	M	00010	C Q	266.10	17,288.82
1/04/06	1/04/06	1/15/06	M	00014	C P	221.94	17,066.88
1/31/06	1/31/06	1/15/06	G	00804	D LA	11.96	17,066.88
2/06/06	2/06/06	1/15/06	C	00010	C Q	300.00	16,927.29
2/28/06	2/28/06	2/15/06	C	00010	C Q	300.00	16,773.95

2/18/11
WILLIE BROWN

Loan Inquiry

Loan number:

12:32:09
113019596 L

Messages Escrow-Tracking Only Escrow SLTV Property Types
Original balance: 25,000.00 Payment amount:
Current balance: 5,015.75 Next due date:
Control: From To

1 of 1
267.70
3/15/11

Posted	Effective	Due Date	Src	T/C	Affects	Amount	Balance
3/31/06	3/31/06	3/15/06	G	00804	D LA	11.96	16,773.95
4/05/06	4/05/06	3/15/06	C	00010	C Q	300.00	16,620.26
5/01/06	5/01/06	4/15/06	G	00804	D LA	11.96	16,620.26
5/15/06	5/15/06	4/15/06	M	00009	C LA	11.96	16,620.26
5/15/06	5/15/06	4/15/06	M	00010	C Q	270.15	16,494.71
5/15/06	5/15/06	5/15/06	M	00010	C Q	270.15	16,364.81
5/15/06	5/15/06	6/15/06	M	00014	C P	59.70	16,305.11
6/02/06	6/02/06	6/15/06	C	00010	C Q	300.00	16,100.41
7/10/06	7/10/06	7/15/06	C	00010	C Q	300.00	15,983.12
8/04/06	8/04/06	8/15/06	C	00010	C Q	300.00	15,784.03
9/06/06	9/06/06	9/15/06	C	00010	C Q	600.00	15,329.16
10/02/06	10/02/06	11/15/06	M	00010	C Q	270.15	15,177.34
10/02/06	10/02/06	12/15/06	M	00014	C P	29.85	15,147.49
11/01/06	11/01/06	12/15/06	M	00010	C Q	300.00	14,978.06
12/01/06	12/01/06	1/15/07	M	00010	C Q	267.82	14,837.36
12/01/06	12/01/06	2/15/07	M	00014	C P	32.18	14,805.18
1/02/07	1/02/07	2/15/07	M	00010	C Q	267.82	14,669.84
1/02/07	1/02/07	3/15/07	M	00014	C P	32.18	14,637.66
1/05/07	1/05/07	3/15/07	D	00931	D 1	317.26	14,637.66
2/01/07	2/01/07	3/15/07	M	00010	C Q	300.00	14,462.55
3/01/07	3/01/07	4/15/07	M	00010	C Q	300.00	14,279.95
4/02/07	4/02/07	5/15/07	M	00010	C Q	300.00	14,108.74
5/01/07	5/01/07	6/15/07	M	00010	C Q	300.00	13,927.06
5/31/07	5/31/07	7/15/07	M	00010	C Q	300.00	13,747.27
7/02/07	7/02/07	8/15/07	M	00010	C Q	300.00	13,572.33
8/02/07	8/02/07	9/15/07	M	00010	C Q	300.00	13,393.19
9/07/07	9/07/07	10/15/07	M	00010	C Q	300.00	13,227.51
10/01/07	10/01/07	11/15/07	M	00010	C Q	300.00	13,025.73
11/05/07	11/05/07	12/15/07	M	00010	C Q	300.00	12,854.29
11/30/07	11/30/07	1/15/08	M	00010	C Q	300.00	12,653.37
12/13/07	12/13/07	2/15/08	D	00931	D 1	317.26	12,653.37
12/31/07	12/31/07	2/15/08	M	00010	C Q	300.00	12,466.16
1/31/08	1/31/08	3/15/08	M	00010	C Q	300.00	12,277.46
2/28/08	2/28/08	4/15/08	M	00010	C Q	300.00	12,079.42
4/01/08	4/01/08	5/15/08	M	00010	C Q	300.00	11,893.37
5/06/08	5/06/08	6/15/08	M	00010	C Q	300.00	11,711.18
6/02/08	6/02/08	7/15/08	M	00010	C Q	300.00	11,507.11
6/30/08	6/30/08	8/15/08	C	00010	C Q	300.00	11,304.36
9/02/08	9/02/08	9/15/08	C	00010	C Q	300.00	11,189.31
9/30/08	9/30/08	10/15/08	C	00010	C Q	300.00	10,984.62
10/31/08	10/31/08	11/15/08	M	00010	C Q	300.00	10,785.87
12/01/08	12/01/08	12/15/08	C	00010	C Q	300.00	10,585.77
12/24/08	12/24/08	1/15/09	D	00931	D 1	317.26	10,585.77
1/02/09	1/02/09	1/15/09	M	00010	C Q	300.00	10,386.64
2/02/09	2/02/09	2/15/09	A	00363	C Q	300.00	10,184.03
2/27/09	2/27/09	3/15/09	A	00363	C Q	300.00	9,966.66
3/27/09	3/27/09	4/15/09	A	00363	C Q	300.00	9,754.64
4/28/09	4/28/09	5/15/09	A	00363	C Q	300.00	9,549.88

2/18/11
WILLIE BROWN

Loan Inquiry

Loan number:

12:32:17
113019596 L
1 of 1
264.70
3/15/11

Messages Escrow-Tracking Only Escrow SLTV Property Types
Original balance: 25,000.00 Payment amount:
Current balance: 5,015.75 Next due date:
Control: From To

Posted	Effective	Due Date	Src	T/C	Affects	Amount	Balance
5/29/09	5/29/09	6/15/09	A	00363	C Q	300.00	9,341.58
6/29/09	6/29/09	7/15/09	A	00363	C Q	300.00	9,131.87
7/28/09	7/28/09	8/15/09	A	00363	C Q	300.00	8,916.74
8/28/09	8/28/09	9/15/09	A	00363	C Q	300.00	8,704.14
9/30/09	9/30/09	10/15/09	A	00363	C Q	300.00	8,493.92
11/02/09	11/02/09	11/15/09	A	00363	C Q	300.00	8,282.17
12/01/09	12/01/09	12/15/09	A	00363	C Q	300.00	8,061.64
12/22/09	12/22/09	1/15/10	D	00931	D 1	317.26	8,061.64
12/31/09	12/31/09	1/15/10	A	00363	C Q	300.00	7,841.47
1/29/10	1/29/10	2/15/10	A	00363	C Q	300.00	7,618.13
2/23/10	2/23/10	3/15/10	M	00118	D P	150.00	7,768.13
3/01/10	3/01/10	3/15/10	A	00363	C Q	300.00	7,546.91
3/31/10	3/31/10	4/15/10	A	00363	C Q	300.00	7,323.35
5/03/10	5/03/10	5/15/10	A	00363	C Q	300.00	7,103.14
6/01/10	6/01/10	6/15/10	A	00363	C Q	300.00	6,875.11
7/01/10	7/01/10	7/15/10	A	00363	C Q	300.00	6,647.13
8/02/10	8/02/10	8/15/10	A	00363	C Q	300.00	6,420.57
9/01/10	9/01/10	9/15/10	A	00363	C Q	300.00	6,189.61
10/05/10	10/05/10	10/15/10	A	00363	C Q	300.00	5,962.56
11/02/10	11/02/10	11/15/10	A	00363	C Q	300.00	5,725.97
12/03/10	12/03/10	12/15/10	A	00363	C Q	300.00	5,491.69
1/03/11	1/03/11	1/15/11	A	00363	C Q	300.00	5,254.53
1/31/11	1/31/11	2/15/11	D	00931	D 1	279.84	5,254.53
2/03/11	2/03/11	2/15/11	A	00363	C Q	300.00	5,015.75

Bottom

May 12, 2009

Mr. Willie Brown, Jr.
409 Bradford Lane
Columbia, SC 29223

Mr. Charles Brown
1108 Weston Road
Hopkins, SC 29061

Mr. Joe Brown
5 Arbutus Trail
Greenville, SC 29069

Ms. Nellie Brown Boyd
3015 Cove Brook Drive
Pearland, TX 77584

Ms. Vivian Brown Dowdy
233 Summerhill
Columbia, SC 29203

Dear Ladies and Gentlemen:

I represent Gregory Brown as Personal Representative of the Estate of Willie Brown, Sr. He has forwarded me an estate accounting showing that \$9,582.30 is the total income of the Estate to date. Contributions by other siblings are \$10,950.00.

The accounting also shows that \$44,249.82 are the total expenses of the Estate to date minus the mortgage balance as of April 30, 2009 of (\$9,549.88 / 6=\$1,591.65) leaving a total expense balance to date of \$53,799.70 less \$9,582.30 estate income leaves a deficit of \$44,217.40 divided by 6 is

\$7,369.57 per person owed to the Estate to date.

Gregory has paid \$43,145.79 of the total expenses of the Estate Thus; he has a credit of \$35,776.22 less \$20,532.30 (estate income sibling's contribution and income).

Page Two

May 12, 2009

Demand is hereby made to each of you that you send Gregory a check for your \$ by May 31, 2009. Failure to do so may result in legal action being brought against you to collect this debt.

Sincerely,

William R. Taylor

WRT:gmg

Expense For Willie Brown

First Federal	Home mortgage		as of 8/05
Richland County Treasurer	04 Tax Clarkson	\$803.00	
Smart Choice Title loan	Vehicle Lien	\$1,117.48	6/28/05
Richland County Treasurer	04 Tax Weston	\$238.28	5/26/05
Richland County Treasurer	05 Tax Clarkson	\$401.65	6/28/06
Richland County Treasurer	05 Tax Clarkson	\$477.26	11/30/04
Richland County Treasurer	06 Tax Weston	\$124.98	6/28/06
Richland County Treasurer	06 Clarkson	\$805.44	7/6/05
Tri-County Electric	Electric Service	\$237.53	7/20/06
Tri-County Electric	Electric Service	\$212.03	8/13/06
Tri-County Electric	Electric Service	\$65.81	6/15/05
Tri-County Electric	Electric Service 8/05-9/07	\$432.00	
Leevy's Funeral Home	Burial Service	\$10,823.75	
Richland County Treasurer	05 Vehicle Tax	\$195.00	
Richland County Treasurer	06 Vehicle Tax	\$176.63	
John Deere Tractor	maintenance	\$4,300.00	
Pyatt Law Firm	Legal fees	\$1,902.75	
Boston McClain	Appraisal	\$3,500.00	May-07
The Carolina Trader	Advertisement for 02 Toyota	\$25.00	
Flowers, Funeral		\$240.00	
Richland County	2007 Property Tax	\$135.69	1/24/08
Richland County	2007 Property Tax	\$978.05	1/24/08
Richland County	2008 Property Tax	\$137.53	1/14/09
Richland County	2008 Property Tax	\$1,058.75	1/14/09
First Federal	Home mortgage 4/05-9/07	\$15,158.21	
Tri-County Electric	Electric Service 10/07-4/09	\$703.00	
TOTAL Expense		\$44,249.82	

Tri-County Electric Co-Op		\$764.57	
Reassure America Life	Life Ins	\$420.00	7/6/05
America General Life	Life Ins	\$355.53	7/14/05
Loyce American Life	Life Ins	\$1,005.15	7/14/05
Leevy's Funeral Home	Refund	\$360.68	7/14/05
Kevin Brown	% Tax	\$200.00	
Wachovia	(Closing Balance)	\$376.37	5/12/07
2002 Toyota	Sale	\$6,100.00	11/5/07

Total Income	\$9,582.30

Expense
Income

Balance

Each Member Responsibility

=====

\$44,249.82

\$9,582.30

=====

\$34,667.52

\$5,777.92

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street

Suite 1100

Columbia, SC 29201

Account Statement

Prepared for Gregory Brown

Re: Partition

Previous Balance	\$9,318.30
Current Charges	\$339.00
New Balance	\$9,657.30
Adjustments	\$0.00
Payments	\$0.00
Now Due	\$9,657.30
Trust Account	\$0.00

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street

Suite 1100

Columbia, SC 29201

INVOICE

Gregory Brown

Invoice Date: December 16, 2010

Invoice Number: 10295

Invoice Amount: \$339.00

Matter: Partition

Attorneys' Fees

11/15/2010 Follow up with court for hearing date.	J.E.S.	0.40	\$108.00
11/15/2010 Telephone conference with Judge Strickland's chambers; draft M.J.C. Order of Reference for filing as requested.		0.50	\$150.00
11/29/2010 Review materials from court; call with client.	J.E.S.	0.30	\$81.00
SUBTOTAL:		1.20	\$339.00

Matter Ledgers

11/8/2010 Invoice 10282		\$1,740.00
12/16/2010 Invoice 10295		\$339.00
SUBTOTAL:		\$2,079.00

TOTAL: \$339.00

PREVIOUS BALANCE DUE: \$9,318.30

CURRENT BALANCE DUE AND OWING: \$9,657.30

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

Account Statement
Prepared for Gregory Brown
Re: Partition

Previous Balance	\$7,578.30
Current Charges	\$1,740.00
New Balance	\$9,318.30

Adjustments	\$0.00

Payments	\$0.00
Now Due	\$9,318.30
Trust Account	\$0.00

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

INVOICE

Gregory Brown

Invoice Date: November 08, 2010

Invoice Number: 10282

Invoice Amount: \$1,740.00

Matter: Partition

Attorneys' Fees

10/15/2010 Prepare motion to Amend	J.E.S.	2.10	\$630.00
10/15/2010 Prepare Amended Complaint, e-mails re same.	J.E.S.	2.20	\$660.00
10/18/2010 E-mails to obtain consent to amendment to avoid cost of hearing.	J.E.S.	0.60	\$180.00
10/20/2010 Send Mr. Jowers data on loan. Communicate with client re same.	J.E.S.	0.40	\$120.00
10/22/2010 Obtain up to date mortgage data and forward to Jowers. E-mails in effort to resolve claims early.	J.E.S.	0.50	\$150.00
SUBTOTAL:		5.80	\$1,740.00

Matter Ledgers

8/3/2010 Invoice 10243	\$240.00
11/8/2010 Invoice 10282	\$1,740.00
SUBTOTAL:	\$1,980.00

TOTAL: \$1,740.00
PREVIOUS BALANCE DUE: \$7,578.30
CURRENT BALANCE DUE AND OWING: \$9,318.30

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

Account Statement

Prepared for Gregory Brown
Re: Partition

Previous Invoice Amount	\$150.00
Last Payment Received	\$3,220.82
Previous Balance	\$7,338.30
Current Charges	\$240.00
Total Due	\$7,578.30

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

INVOICE

Gregory Brown

Invoice Date: August 03, 2010

Invoice Number: 10243

Invoice Amount: \$240.00

Matter: Partition

Attorneys' Fees

7/12/2010	Conference with client.	J.E.S.	0.30	\$90.00
7/22/2010	Obtain loan documents from Mr. Brown. Communications with opposing counsel	J.E.S.	0.50	\$150.00
SUBTOTAL:			0.80	\$240.00

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

Account Statement

Prepared for Gregory Brown
Re: Partition

Previous Invoice Amount	\$1,929.30
Last Payment Received	\$3,220.82
Previous Balance	\$3,303.30
Current Charges	\$3,885.00
Total Due	\$7,188.30

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

INVOICE

Gregory Brown

Invoice Date: June 03, 2010
Invoice Number: 10222
Invoice Amount: \$3,885.00

Matter: Partition

Attorneys' Fees

5/5/2010	Prepare for mediation	J.E.S.	2.20	\$660.00
5/6/2010	Meet with client and attend mediation. Follow up notes re same to bring case to close.	J.E.S.	8.10	\$2,430.00
5/6/2010	Correspondence from client to withdraw from settlement. Prepare draft reply.	J.E.S.	0.70	\$210.00
5/10/2010	Emails with Mr. Jowers re records.	J.E.S.	0.20	\$60.00
5/11/2010	Email to client re change of strategy and risk.	J.E.S.	0.40	\$120.00
SUBTOTAL:			11.60	\$3,480.00

Costs

5/26/2010	1/5 of fee for mediation			\$405.00
SUBTOTAL:				\$405.00

TOTAL: \$3,885.00
PREVIOUS BALANCE DUE: \$3,303.30
CURRENT BALANCE DUE AND OWING: \$7,188.30

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

Account Statement

Prepared for Gregory Brown
Re: Partition.

Previous Invoice Amount	\$1,374.00
Last Payment Received	\$3,220.82
Previous Balance	\$1,374.00
Current Charges	\$1,929.30
Total Due	\$3,303.30

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

INVOICE

Gregory Brown

Invoice Date: May 04, 2010

Invoice Number: 10211

Invoice Amount: \$1,929.30

Matter: Partition

Attorneys' Fees

4/1/2010	Recieve and review batches of materials from client re chages J.E.S. supporting claim	1.80	\$540.00
4/6/2010	Communications to set up mediation. J.E.S.	1.20	\$360.00
4/12/2010	Emails with Mr. Jowers and confer with paralegal re records. J.E.S.	0.30	\$90.00
4/12/2010	Review correspondence re mediation schedule. J.E.S.	0.20	\$60.00
4/14/2010	Respond to mediator request for materials J.E.S.	1.40	\$420.00
4/20/2010	Prepare discovery responses. J.E.S.	1.50	\$450.00
SUBTOTAL:			6.40 \$1,920.00

Costs

4/1/2010	Photocopies: 93 @ 0.10	\$9.30
SUBTOTAL:		\$9.30

TOTAL: \$1,929.30

PREVIOUS BALANCE DUE: \$1,374.00

CURRENT BALANCE DUE AND OWING: \$3,303.30

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

Account Statement
Prepared for Gregory Brown
Re: Partition

Previous Invoice Amount	\$0.00
Last Payment Received	\$3,220.82
Previous Balance	\$0.00
Current Charges	\$1,374.00
Total Due	\$1,374.00

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street
Suite 1100
Columbia, SC 29201

INVOICE

Gregory Brown

Invoice Date: April 01, 2010

Invoice Number: 10138

Invoice Amount: \$1,374.00

Matter: Partition

Attorneys' Fees

2/2/2010	Review file, update status, notes re plan.	J.E.S.	0.50	\$150.00
3/15/2010	Receive and review incoming discovery.	J.E.S.	0.80	\$240.00
3/16/2010	Recieve and review communication from client re request to speed up process. Contact court; contact opposing counsel.	J.E.S.	0.70	\$210.00
3/16/2010	Send discovery, schedule and plan to client. Review correspondence. Review file in connection with client question. Respond to client inquiry.	J.E.S.	0.90	\$243.00
3/24/2010	Email and call with mediator.	J.E.S.	0.80	\$240.00
3/24/2010	Call with opposing counsel re plan and early resolution.	J.E.S.	0.70	\$21.00
3/25/2010	Communication with client re conference with opposing counsel; need for documentation and opportunity for mediation.	J.E.S.	0.50	\$150.00
3/26/2010	Follow up with client on mediation.	J.E.S.	0.20	\$60.00
3/31/2010	Email to client re urgent deadline to obtain material.	J.E.S.	0.20	\$60.00
SUBTOTAL:			5.30	\$1,374.00

TOTAL: \$1,374.00

2010
TAX NOTICE
RICHLAND COUNTY
REAL PROPERTY
Paul Brawley, Auditor



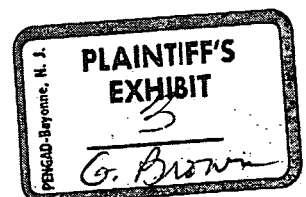
#000480 R 480 1/2
BROWN GREGORY ETAL
1117 WESTON RD
HOPKINS SC 29061-0000

✓ # 2550

TAX MAP NUMBER		PROPERTY LOCATION		PRIOR YEAR TAX	
27300-03-18-		29.00 ACRES		573.89	
ACRES	APPROXIMATE VALUE	RATIO	ASSESSED VALUE		
28.00	5,000	.04	200		
1.00	21,700	.06	1,300		
ENTITY	TOTAL ASSESSED VALUE	MILLS	TAX		
COUNTY	1,500	409.3	613.95		
COUNTY INCLUDES - OPERATIONS, LANDFILL, CAPITAL REPLACEMENTS, CONSERVATION COMMISSION AND NEIGHBORHOOD REDEVELOPMENT.			HOMESTEAD EXEMPTION	.00	
LOCAL OPTION SALES TAX CREDIT HAS BEEN APPLIED TO YOUR COUNTY AND CITY TAX DISTRIBUTION			SCHOOL TAX CREDIT	.00	
			LOCAL OPTION SALES TAX CREDIT	28.30	
			PAY THIS AMOUNT	585.65	
PAY THIS AMOUNT BY JANUARY 15, 2011	AFTER JANUARY 15, 2011	AFTER FEBRUARY 2, 2011	AFTER MARCH 16, 2011		
585.65	603.22	644.22	673.50		
IMPORTANT MESSAGES					
Surcharge Library appropriated deficiency for 2009					
Surcharge School Operating appropriated deficiency for 2009					

REGRES	1	NOTICE NO.	2	TAX DIST.
NO		R-2010-028499		1LR
PROPERTY DESCRIPTION			STATEMENT DATE	
2643 CLARKSON RD				
TAX DISTRIBUTION				

TAX DISTRIBUTION		
DOLLAR AMOUNT	ALLOCATION	%
347.10	SCHOOL TAXES	59.4
79.50	SCHOOL BONDS	13.6
60.50	COUNTY	10.3
13.50	COUNTY BONDS	2.3
29.85	FIRE SERVICE	5.1
19.95	PUBLIC LIBRARY	3.4
20.10	RECREATION	3.4
3.00	RIVERBANKS ZOO	.5
4.20	MIDLANDS TECH	.7
1.80	MENTAL HEALTH	.3
.00	EAST RICH PSD	.0
.00	CITY	.0
.15	Library Surcharge	.0
6.00	Sch Oper Surcharge	1.0
.00		.0
585.65	PAY THIS AMOUNT	



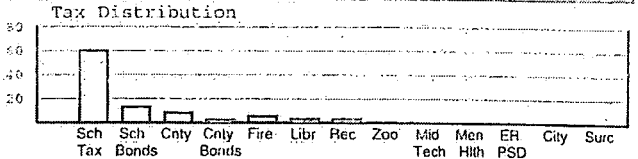
2010
TAX NOTICE
 RICHLAND COUNTY
 REAL PROPERTY
 Paul Brawley, Auditor



✓ # 2550

#000480 R 480.2/2
 BROWN GREGORY ETAL
 1117 WESTON RD
 HOPKINS SC 29061-0000

LEG. RES. 1	NOTICE NO.	2 TAX DIST.
NO	R-2010-028500	1LR
PROPERTY DESCRIPTION		STATEMENT DATE
W/S DRY BRANCH RD		



TAX MAP NUMBER		PROPERTY LOCATION		PRIOR YEAR TAX	
27400-03-19-		41.50 ACRES		138.46	
ACRES	APPRAISED VALUE TAXABLE	X	RATIO	=	ASSESSED VALUE
41.50	9,300		.04		370
ENTITY	TOTAL ASSESSED VALUE	X	MILLS	=	TAX
COUNTY	370	X	409.3	=	151.44
COUNTY INCLUDES - OPERATIONS, LANDFILL, CAPITAL REPLACEMENTS, CONSERVATION COMMISSION AND NEIGHBORHOOD REDEVELOPMENT. † LOCAL OPTION SALES TAX CREDIT HAS BEEN APPLIED TO YOUR COUNTY AND CITY TAX DISTRIBUTION.			HOMESTEAD EXEMPTION		.00
			SCHOOL TAX CREDIT		.00
			LOCAL OPTION SALES TAX CREDIT		9.86-
			PAY THIS AMOUNT		141.58
PAY THIS AMOUNT BY JANUARY 15, 2011		AFTER JANUARY 15, 2011	AFTER FEBRUARY 2, 2011	AFTER MARCH 16, 2011	
141.58		145.83	155.74	162.82	
IMPORTANT MESSAGES					
Surcharge Library appropriated deficiency for 2009					
Surcharge School Operating appropriated deficiency for 2009					

TAX DISTRIBUTION		
DOLLAR AMOUNT	ALLOCATION	%
85.62	SCHOOL TAXES	60.5
19.61	SCHOOL BONDS	13.9
12.04	COUNTY 1	8.5
3.33	COUNTY BONDS	2.4
7.36	FIRE SERVICE	5.2
4.92	PUBLIC LIBRARY	3.5
4.96	RECREATION	3.5
.74	RIVERBANKS ZOO	.5
1.04	MIDLANDS TECH	.7
.44	MENTAL HEALTH	.3
.00	EAST RICH PSD	.0
.00	CITY 1	.0
.04	Library Surcharge	.0
1.48	Sch Oper Surcharge	1.0
.00		.0
141.58	PAY THIS AMOUNT	



POST OFFICE BOX 11947
COLUMBIA, SC 29211

Treasurer
803-576-2250
treasurer@richlandonline.com

Batch Date: 1/24/2008 Time: 14:24:10 *** Real Estate ***

Tax Map No: 27300-03-18
Loc 2643 CLARKSON RD

Millage 393.50

Tot-Asm 1470

Where CN Clerk JB
Batch 45982 Tran-No 586748
Check: 11376.03 No: 2201

Tax Bill No: R-2007-027863
BROWN GREGORY ETAL

Dist-No
1LR

1117 WESTON RD
HOPKINS

SC 29061-0000

Receipt	4 of 12	
Current Payment:		978.05
County Tax		578.45
County Sales-Cr		38.89
Homestead		.00
County Relief		.00
Solid Waste		410.00
Pen/Cost		28.49
City Tax		.00
City Sales-Cr		.00
Paid to Date		978.05
1/24/2008		

This is a paid receipt



RICHLAND COUNTY
POST OFFICE BOX 11947
COLUMBIA, SC 29211

David A. Adams
Treasurer
803-576-2250
treasurer@richlandonline.com

Batch Date: 1/24/2008 Time: 14:24:10 *** Real Estate ***

Tax Map No: 27400-03-19
Loc W/S DRY BRANCH RD

Millage 393.50

Tot-Asm 370

Where CN Clerk JB
Batch 45982 Tran-No 586748
Check: 11376.03 No: 2201

Tax Bill No: R-2007-027864
BROWN GREGORY ETAL

Dist-No
1LR

1117 WESTON RD
HOPKINS

SC 29061-0000

Receipt	2 of 12	
Current Payment:		135.69
County Tax		145.60
County Sales-Cr		13.86
Homestead		.00
County Relief		.00
Solid Waste		.00
Pen/Cost		3.95
City Tax		.00
City Sales-Cr		.00
Paid to Date		135.69
1/24/2008		

This is a paid receipt

PAID
1/24/08
ATB

STATE OF SOUTH CAROLINA

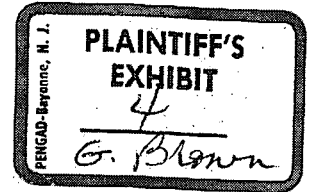
COUNTY OF: RICHLAND

IN THE MATTER OF: Estate of Willie Brown, Sr.

IN THE PROBATE COURT

DEED OF DISTRIBUTION

CASE NUMBER: 2005 ES40 01505



WHEREAS, the decedent died on June 15, 2005; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Richland County, South Carolina in File #2005 ES40 01505; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Gregory Brown, Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy

Address: W/S Dry Branch Road

Hopkins, SC 29061

the following described property:

ALL that certain piece, parcel or tract of land situate lying and being at Weston Station, County of Richland and State of South Carolina, MEASURING AND CONTAINING Forty-One and Five-Tenths (41.5) acres, and having metes, bounds, courses, distances, content and delineations as follows, to-wit: Commencing at a point common on the locus, lands of James Harris and lands of Southern Railroad N. 37 1/2 degrees E. a distance of One Thousand (1000) feet along lands of James Harris to a point; thence N. 54 1/2 degrees W. a distance of Seventeen Hundred Twenty (1720) feet, more or less, along lands formerly of William Arthur now Lipscomb; thence S. 52 1/4 degrees W. a distance of Five Hundred Eleven (511) feet along lands of Garrick Estate to a point; thence S. 25 1/4 degrees W. a distance of Five Hundred Fifty-Two (552) feet along lands formerly the estate of Eli Goodwin to a point; thence a southeasterly direction along the right-of-way of Southern Railroad a distance Seventeen Hundred Thirty-Nine (1739) feet, more or less, to the point of beginning. All of which is more fully shown on a plat of 41.5 acres at Weston Station Property of Willie Brown, made by Jas. C. Covington, C. E., on the 15th day of October 1956, a copy of which is hereunto attached and is to be recorded simultaneously herewith, reference unto which Plat is hereby craved for a more complete description thereof.

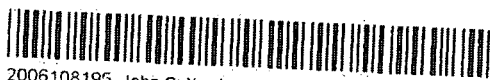
Book 1257-542

2006108195 11/30/2006 13 17 49 340

Fee: \$10.00 County Tax: \$0.00

Deed of Distribution

State Tax: \$0.00



2006108195 John G. Norris

Richland County ROD

TOGETHER with all and singular the Rights Members Hereditaments and Appurtenances to the said Premises/Property belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Gregory Brown, Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy their heirs and assigns forever.

IN WITNESS WHERE OF the undersigned as Personal Representative of the estate of the decedent has executed this Deed, on this 11th day of Sept, 2006.

SIGNED, SEALED AND DELIVERED

Estate of: Willie Brown, Sr.

IN THE PRESENCE OF

by Signature:

Gregory A Brown Gregory Brown

Witness:

William L. Pyatt

Witness:

Ketresa Roberts

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

PERSONALLY appeared before me Ketresa Roberts and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with William L. Pyatt witnessed the execution thereof.

SWORN to before me this 11th day of

September

, 2006

Witness Signature:

Ketresa Roberts

Notary Public for South Carolina

My Commission Expires:

11/15/2006

STATE OF SOUTH CAROLINA

COUNTY OF: RICHLAND

IN THE MATTER OF: Estate of Willie Brown, Sr.

IN THE PROBATE COURT

DEED OF DISTRIBUTION

CASE NUMBER: 2005 ES40 01505

WHEREAS, the decedent died on June 15, 2005; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Richland County, South Carolina in File #2005 ES40 01505; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Gregory Brown, Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy

Address: 2643 Clarkson Road

Hopkins, SC 29061

the following described property:

All my right, title, interest and estate in and to:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on the northern side of the Bluff Road (S.C. Highway No. 48), about 17 miles southeast of the City of Columbia, in the County of Richland, in the State of South Carolina, containing twenty-nine (29) acres, more or less, and being bounded as follows: on the north and east by property now or formerly of William Arthur; on the south by said Highway No. 48; and on the west by county road; and being the identical property heretofore conveyed to William Brown by W. D. Vermer, by deed dated 16 August, 1947 and recorded in the office of the Clerk of Court for Richland County, S.C., in Deed Book 6, at page 418.

Tms 27300-03+18

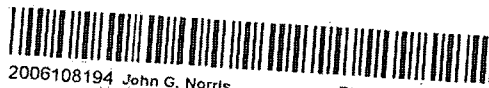
Book 1257-540

2006108194 11/30/2006 13:17:49:233

Fee: \$10.00 County Tax: \$0.00

Deed of Distribution

State Tax: \$0.00



2006108194 John G. Norris

Richland County ROD



TOGETHER with all and singular the Rights Members Hereditaments and Appurtenances to the said Premises/Property belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Gregory Brown, Willie Brown, Jr., Charles Brown, Joe Brown, Nellie Brown Boyd and Vivian Brown Dowdy their heirs and assigns forever.

IN WITNESS WHERE OF the undersigned as Personal Representative of the estate of the decedent has executed this Deed, on this 11th day of Sept, 2006.

SIGNED, SEALED AND DELIVERED

Estate of: Willie Brown, Sr.

IN THE PRESENCE OF

by Signature:

Gregory A Brown

Witness:

William L. Pyatt

Witness:

Ketresa Roberts

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF RICHLAND

PERSONALLY appeared before me Ketresa Roberts and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with William L. Pyatt witnessed the execution thereof.

SWORN to before me this 11th day of

Witness Signature:

September, 2006

Ketresa Roberts

William L. Pyatt

Notary Public for South Carolina

My Commission Expires:

11/15/2006

CALCULATION OF INCOME AND EXPENSES - PROPERTY OF WILLIE BROWN, SR.**INCOME - 3rd Party Income**

American General Life & Accident (Receipt provided)	07/14/05	355.53	
Loyce American Life Insurance (Receipt provided)	07/14/05	1,005.15	
Wachovia (Receipt provided)	03/13/06	1,333.09	
Toyota Bill of Sale - Jimmy L. Smith (Receipt provided)	11/10/07	6,100.00	
Tri-County Electric (Listed on email October 25, 2007)		764.57	
Reassure America Life	07/06/05	420.00	
Leevy's Funeral Home Refund (Receipt provided)	07/14/05	360.68	
Kevin Brown (Reimbursement for Taxes)		200.00	10,539.02

Other Personal Property in GAB's possession

John Deere Tractor		5,000.00	
Saddle		500.00	
Horse Pulled Plow		500.00	
Hay Raker		500.00	
Weed/Grass Cutter		250.00	
Bottom Plow		250.00	
Golf Cart		2,000.00	
Guns		500.00	
Lawn & Garden Tools		500.00	
Bucket		250.00	
Planters		250.00	
Red Disc		250.00	
Bush Hog		250.00	
Harrows		250.00	11,250.00

Income from Scrap Metal Sale (Unreceipted)

5,800.00

Income from Scrap Metal Sale (Receipts Provided)

3,661.30

TOTAL INCOME FROM 3RD PARTIES

31,250.32

EXPENSES**Documented Expenses**

Leevy's Funeral Home	06/16/05	10,823.75	
Tri-County Electric Cooperative Acct #303001	07/21/05	25.00	
Richland County Treasurer - 2002 Toyota	07/05/06	176.63	
Richland County Treasurer - 2643 Clarkson Road	03/14/07	805.44	
Richland County Treasurer - W/S Dry Branch Road	03/14/07	124.98	
Richland County Treasurer - 2643 Clarkson Road	01/24/08	978.05	
Richland County Treasurer - W/S Dry Branch Road	01/24/08	135.69	
Richland County Treasurer - 2643 Clarkson Road	01/14/09	1,058.75	
Richland County Treasurer - W/S Dry Branch Road	01/14/09	137.53	
Richland County Treasurer - 2643 Clarkson Road	2010	585.65	
Richland County Treasurer - W/S Dry Branch Road	2010	141.58	14,993.05

Estimated Mortgage Cost May 2005- Feb 2011

20,656.00

Estimated Mortgage Payoff

4,981.60

TOTAL DOCUMENTED & ESTIMATED EXPENSES

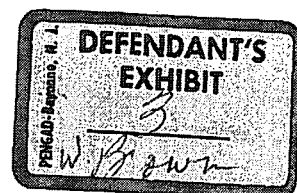
40,630.65

NET INCOME(LOSS) FOR ESTATE

(9,380.33)

SHARE OF LOSS FOR EACH OF SIX SIBLINGS

(1,563.39)



STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

FILED

Last Will and Testament

NOV 19 PM 1:22
FILED
PROCLAM JUDGE
RICHLAND COUNTY, S.C.

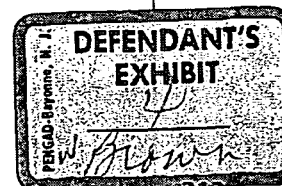
I, WILLIE BROWN, SR., a resident and citizen of Hopkins, South Carolina, being of sound and disposing mind and memory and desiring to make such disposition of my worldly estate as I deem best, DO HEREBY MAKE, PUBLISH AND DECLARE THIS TO BE MY LAST WILL AND TESTAMENT, hereby revoking all former Wills and Codicils whatever by me made.

ITEM I

I hereby direct that my Personal Representative hereinafter named, shall pay all my just and legal debts, including funeral expenses, as soon after my death as shall be practicable.

ITEM II

I hereby give, devise, and bequeath unto my children to be divided equally among those who survive me, NELLIE BOYD, of Virginia Beach, Virginia, WILLIE BROWN, JR, of Columbia, South Carolina, ^{2nd DEWDY M & S} VIVIAN BOYD, of Columbia, South Carolina, CHARLES EDWARD BROWN, of Atlanta, Georgia, JOE IRVING BROWN, of Greenville, South Carolina, and GREGORY BROWN, of Virginia Beach, Virginia, to be theirs absolutely and forever, all my estate, real, personal, and mixed, whatsoever and wheresoever same may be situate, to which I may be entitled in law or equity.



ITEM III

I hereby nominate, constitute, and appoint as my Personal Representative of this my Last Will and Testament my son, GREGORY BROWN, should he survive me, and direct that he shall serve without bond. Should he predecease me, I hereby nominate, constitute, and appoint as my Personal Representative of this my last Will and Testament my daughter, ^{DAUGHTER DOWDY W.B.} VIVIAN DOWDY, should she survive me, and direct that she shall serve without bond.

ITEM IV

W. Gregory B. Brown
By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to personal representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, take possession of, pledge, receive, repair, sell, sue for management of my estate which any individual could exercise in the management of similar property owned in his own right, upon such terms and conditions as to my Personal Representative may deem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this Will, without being limited in any way by the specific grants of power made, without the necessity of a court order.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

SELF-PROVING

SUBSCRIBED, sworn to, and acknowledged before me by WILLIE BROWN, SR.
the testator and subscribed and sworn to before me by Stacey Lynne Paulk and Dennis
Wayne Catoe, witnesses, this 3rd day of February, 1993..

Stacey Lynne Paulk (L.S.)
Notary Public for South Carolina
My Commission Expires: 3-12-01

Willie B. Brown

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE MATTER OF Willie Brown Sr.

CASE NUMBER 2005 ES40 01505

FILED
2008 FEB -5 PM 02:55
AMY W. MCCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

ORDER CLOSING ESTATE

Upon the consideration of the Petition for Settlement, it appears to the Court that the allegations and statements in the Petition are true and correct; that all required notices have been given; that this estate has been administered according to the laws of South Carolina and the Orders of this Court; that the Estate should be closed in accordance with the Court's Order and

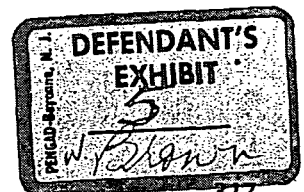
- X That the decedent's will dated February 3, 1993, which was previously admitted to probate, constitute the valid unrevoked Last Will and Testament of the decedent.

IT IS HEREBY ORDERED

1. That the final accounting and/or proposal for distribution is approved.
2. That the Personal Representative(s) is/are authorized and directed to deliver and distribute title and possession of the assets of this estate to the distributees in the amount and manner set forth in the Proposal for Distribution.
3. That, upon compliance with this Court's Order as set forth in #2 above and upon presentation of proper proof of such compliance, the appointment of the Personal Representative(s) shall be terminated and the estate closed.
4. That the Personal Representative(s) is/are released and discharged as the Personal Representative(s).
- X 5. That the appointment of the Personal Representative is hereby terminated and this estate is closed.

Executed this 5th day of February, 2008.

Amy W. McCulloch *by*
Amy W. McCulloch
Probate Court Judge *Patti Trammell*



1720
1739

1730

552
511.5 1063

1000

2063 1/2

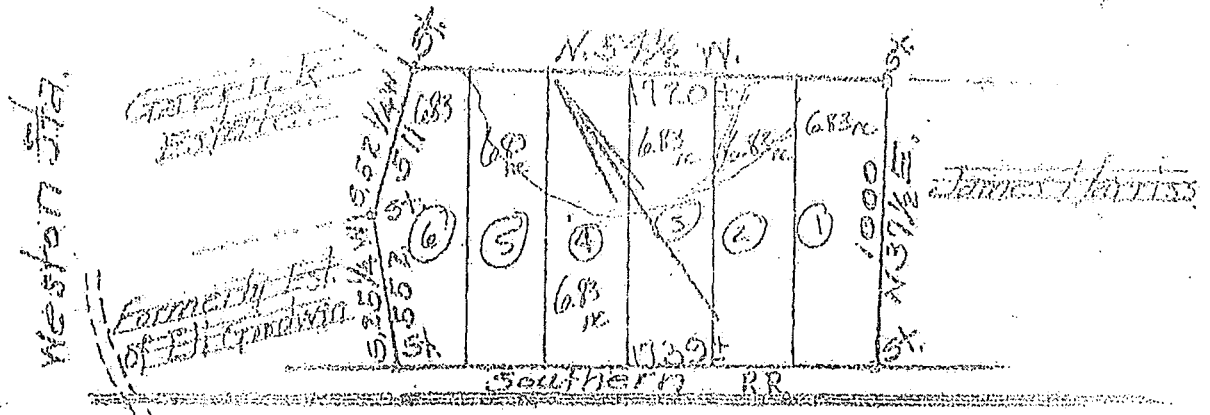
1031.56

1730.6
1031.5/6 = 288

11/6 = 6.83 ac

All lands +/- 6.83 ac.

Formerly William Arthur - Now Lipscomb.

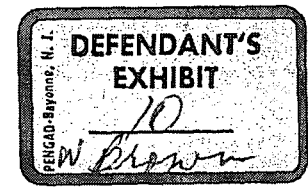


Plat
4.15 Acres at Western Station.
Property of
Wille Brown.
Plat made from existing Plats
Scale 1 in. = 500 ft. Sep 15 1956.
By J. S. Livingston, C.E.

Reference
Plat map of Western
Sta. J. S. Livingston, C.E.

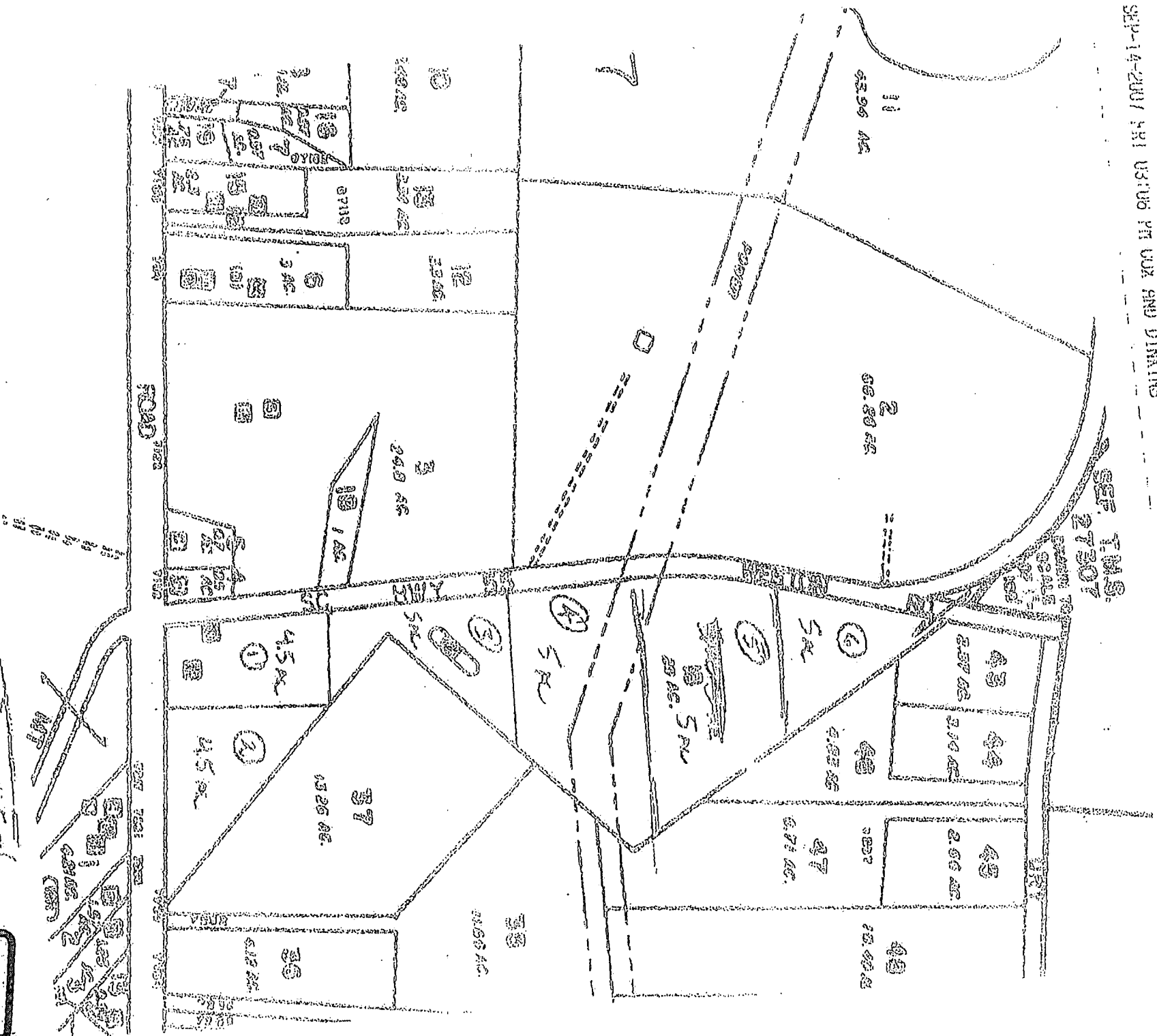
AC-B

5500



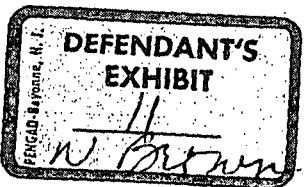
SEP-14-2001 03:00 PM BUN AND DIXONS

10-11-68



200-10 = 200-100 = 100

A handwritten practice sheet for the word "hot". The word is written in a cursive script and is repeated in a grid pattern. The grid consists of 4 rows and 5 columns. The first row contains the word "hot" written in a larger, more prominent script. The subsequent three rows contain the word "hot" written in a smaller, more uniform script. The handwriting is fluid and connected, typical of cursive.



Dowdy, Vivian

From: gregory [1gkbrown@bellsouth.net]
Sent: Tuesday, September 25, 2007 3:50 PM
To: Dowdy, Vivian
Subject: Brown Estate

All,

We had discussions again regarding the appropriate sale price for the farm machinery and equipment. I went to the dealer where daddy bought this equipment because they had actual knowledge. I meet with the John Deere dealer in Bishopville, (Kennedy & -----) Mr. Kennedy gave me the following information.

Disc hare (not sure of spelling) 5' should have a value somewhere in the range of \$150- \$250.00

Disc 10' w/ hydraulics, somewhere in the range of \$500-\$800.00

Cultivators- 5' or 10' did not really have much, if any value because very few people use that equipment anymore.

Planters- \$800-\$1,000. based on condition.

Tractor- 1975- John Deere 1530- \$4000.-\$5000.00 based on condition

Brand new Bush-hog / John Deere model, same size / higher in quality / sale price is \$1000. (Not sure of value)

If we were considering auction, in his opinion, the only two items that would net anything would be the tractor and planter.

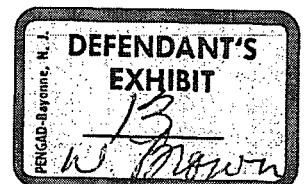
He also suggested that the best media to use is the SC Market Bulletin

I found his information to be very consistent with what I received from my previous research and what I present in our last meeting.

Please provide me with your findings so that we ascertain what we are going to have as the listed sale price.

I am waiting for an answer from the person who expressed interest in the 2002 truck, if I do not get an offer of \$6000 or better, I will send the information to the Trader so it can be listed in the next printing. I think it is published bi-weekly.

Regards,
Gregory Brown
President / CEO
off. 803-776-7126
cell 803-414-9755
Fax 803-776-9026



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Dowdy, Vivian

From: gregory [1gkbrown@bellsouth.net]
Sent: Tuesday, August 07, 2007 6:21 AM
To: Nellie Boyd; Dowdy, Vivian; Joe Brown
Cc: gkbrown@gktt.net
Subject: Willie Brown Estate
Attachments: Willie B estate.doc; WB Balance Sheet.xls

I hope everyone is doing well,

Please find the attached account of the Willie Brown Estate as it pertains to the final disbursements.

I will contact Charles and Willie Jr. via postal mail or hand delivery.

If you have any questions or concerns, please notify me.

Regards,

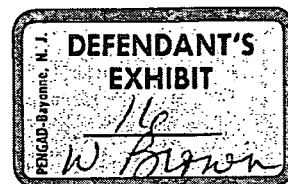
Gregory Brown

off. 803-776-7126

cell 803-414-9755

Fax 803-776-9026

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Dear Brown Family,

The enclosed information is the final accounting of Willie Brown Estate as it will be submitted according to his will. The property will be divided equally between his six children; Nellie Boyd, Willie Brown Jr., Vivian Dowdy, Charles Brown, Joe Brown and Gregory Brown.

All probate matters have been under advisement of the obtained legal counsel, Mr. William Pyatt of Columbia SC.

Land

70.5 Acres / 6 = 11.75 each

"A" a 29 acre tract with block House at 2643 Clarkson Road.

"B" a 41.5 acre tract (Weston)

A) \$78,000.00 minus house value \$17,798 = \$60,201

B) \$66,000.00

Total Value for Real Estate = \$144,000.00 - \$17,798 = \$126,202

2643 Clarkson Road, House, valued at \$17,798 has an outstanding mortgage of the same/
No Value (loan was assumed in 2005 by Gregory)

Tract "A" = \$60,201 / 29 acre = \$2,075.91/acre or 29 acre/6 siblings = 4.83 acre each

Total value = \$10,026.64 each

Tract "B" = \$66,000 / 41.5 acre = \$1,590.36/acre or 41.5/6 siblings = 6.91 acre each

Total value = \$10,989.38 each

The land will be divided 6 ways for road front property and 6 ways for the Weston property.

Anyone wishing cash value for land should notify me as soon as possible.

Other Assets

Income \$2,141.36

1999 Truck Toyota \$6000.00 (For Sale)

1984 Truck Toyota \$no value (outstanding lien) (For Sale)

Tractor (outstanding balance \$5000.00) no estate value (For sale- \$5,000.00)

Farm Equipment \$1000.00 (For Sale)

1978 Buick Rivera \$500.00 (For Sale)

Total \$9,641.36

Total Expense equal \$19,687.41 plus cost to survey and divide property.
Minus assets value of \$9641.36 = \$10,046.05 Expense Balance

$\$10,046.05 / 6 = \$1,674.34$ (each member's share of expenses)

If you have made a contribution, that amount will be deducted from the \$1,674.34

You may contribute the balance of your share of expense or have the dollar amount of your balance deducted from your 1/6 dollar value equally from tract A & B acreage.

For example: if you have not contributed 100% of your share of expenses, you will receive 100% of 1/6 of the property. What every dollar amount you do not contribute, it will be deducted by that percentage dollar value equal in property.

Deadline for outstanding contribution is September 10, 2007

Please direct you question or concerns to my attention.

Gregory

Expense For Willie Brown

August 7, 2007

First Federal	Home mortgage	\$17,798.35	as of 6/05	
Richland County Treasurer	Tax	\$477.26	6/28/2005	
Richland County Treasurer	Tax	\$233.61	6/28/2005	
Smart Choice Title loan	Vehicle Lien	\$1,117.48	5/26/2005	
Richland County Treasurer	06 Tax	\$238.28	6/28/2006	
Richland County Treasurer	04 Tax	\$401.65	11/30/2004	
Richland County Treasurer	06 Tax	\$477.26	6/28/2006	
Tri-County Electric	Electric Service	\$237.53	7/6/2005	
Tri-County Electric	Electric Service	\$212.03	7/20/2006	
Tri-County Electric	Electric Service	\$65.81	8/13/2006	
Leevy's Funeral Home	Barial Service	\$10,823.75	6/15/2005	\$14,284.66
Richland County Treasurer	Vehicle Tax			
Richland County Treasurer	Vehicle Tax			
Richland County Treasurer	Vehicle Tax			
Richland County Treasurer	Vehicle Tax			
Pyatt Law Firm	Legal fees			

Income

Reassure America Life	Life Ins	\$420.00	7/6/2005
America General Life	Life Ins	\$355.53	7/14/2005
Loyce American Life	Life Ins	\$1,005.15	7/14/2005
Leevy's Funeral Home	Refund	<u>\$360.68</u>	7/14/2005

Law Offices
WILLIAM R. TAYLOR
3612 Landmark Drive, Suite A
Post Office Box 6988
Columbia, South Carolina 29260
Telephone 803/738-3711
Facsimile 803/790-1192
e-mail: wrtaylor@bellsouth.net

May 18, 2009

Mr. Willie Brown, Jr.
409 Bradford Lane
Columbia, SC 29223

Mr. Charles Brown
1108 Weston Road
Hopkins, SC 29061

Mr. Joe Brown
5 Arbutus Trail
Greenville, SC 29069

Ms. Nellie Brown Boyd
3015 Cove Brook Drive
Pearland, TX 77584

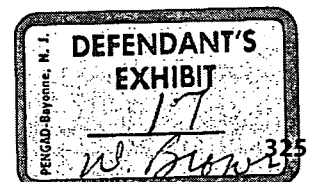
Ms. Vivian Brown Dowdy
233 Summerhill
Columbia, SC 29203

Dear Ladies and Gentlemen:

I represent Gregory Brown as Personal Representative of the Estate of Willie Brown, Sr. He has forwarded me an estate accounting showing that \$9,582.30 is the total income of the Estate to date. Contributions by other siblings are \$10,950.00.

The accounting also shows that \$44,249.82 are the total expenses of the Estate to date minus the mortgage balance as of April 30, 2009 of $(\$9,549.88 \div 6 = \$1,591.65)$ leaving a total expense balance to date of \$53,799.70 less \$9,582.30 estate income leaves a deficit of $\$44,217.40 \div 6 = \$7,369.57$ per person owed to the Estate to date.

Gregory has paid \$43,145.79 of the total expenses of the Estate. Thus, he has a credit of \$35,776.22 less \$20,532.30 (estate income, siblings' contribution and income).



Page Two
May 18, 2009

The balance each of you owe is as follows: Nellie - \$5,329.57; Willie - \$5,869.57; Vivian - \$4,859.57; Charles - \$4,219.57 and Joe - \$5,619.57.

Demand is hereby made to each of you that you send Gregory a check for your portion of the deficit by May 31, 2009. Failure to do so may result in legal action being brought against you to collect this debt.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bill Taylor".

William R. Taylor

WRT:gmg

CALCULATION OF INCOME AND EXPENSES - PROPERTY OF WILLIE BROWN, SR.

INCOME - 3rd Party Income

American General Life & Accident (Receipt provided)	07/14/05	355.53	
Loyce American Life Insurance (Receipt provided)	07/14/05	1,005.15	
Wachovia (Receipt provided)	03/13/06	1,333.09	
Toyota Bill of Sale - Jimmy L. Smith (Receipt provided)	11/10/07	6,100.00	
Tri-County Electric (Listed on email October 25, 2007)		764.57	
Reassure America Life	07/06/05	420.00	
Leevy's Funeral Home Refund (Receipt provided)	07/14/05	360.68	
Kevin Brown (Reimbursement for Taxes)		200.00	10,539.02

Other Personal Property in GAB's possession

John Deere Tractor		5,000.00	
Saddle		500.00	
Horse Pulled Plow		500.00	
Hay Raker		500.00	
Weed/Grass Cutter		250.00	
Bottom Plow		250.00	
Golf Cart		2,000.00	
Guns		500.00	
Lawn & Garden Tools		500.00	
Bucket		250.00	
Planters		250.00	
Red Disc		250.00	
Bush Hog		250.00	
Harrows		250.00	11,250.00

Income from Scrap Metal Sale (Unreceipted)

5,800.00

Income from Scrap Metal Sale (Receipts Provided)

3,661.30

TOTAL INCOME FROM 3RD PARTIES

31,250.32

EXPENSES

Documented Expenses

Leevy's Funeral Home	06/16/05	10,823.75	
Tri-County Electric Cooperative Acct #303001	07/21/05	25.00	
Richland County Treasurer - 2002 Toyota	07/05/06	176.63	
2006 Richland County Treasurer - 2643 Clarkson Rd	03/14/07	805.44	
2006 Richland County Treasurer - W/S Dry Branch Rd	03/14/07	124.98	
2007 Richland County Treasurer - 2643 Clarkson Rd	01/24/08	978.05	
2007 Richland County Treasurer - W/S Dry Branch Rd	01/24/08	135.69	
2008 Richland County Treasurer - 2643 Clarkson Rd	01/14/09	1,058.75	
2008 Richland County Treasurer - W/S Dry Branch Rd	01/14/09	137.53	
2009 Richland Cty Treasurer - 2643 Clarkson Rd		1,071.89	
2009 Richland Cty Treasurer - W/S Dry Branch Rd		138.46	
Richland County Treasurer - 2643 Clarkson Rd	2010	585.65	
Richland County Treasurer - W/S Dry Branch Rd	2010	141.58	16,203.40

Estimated Mortgage Cost May 2005- Feb 2011

20,656.00

Estimated Mortgage Payoff

4,981.60

TOTAL DOCUMENTED & ESTIMATED EXPENSES

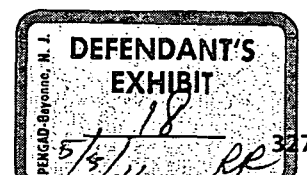
41,841.00

NET INCOME(LOSS) FOR ESTATE

(10,590.68)

SHARE OF LOSS FOR EACH OF SIX SIBLINGS

(1,765.11)



INCOME CONTRIBUTED BY FAMILY MEMBERS TO GREG A. BROWN

	Amount Contributed	Amount Owed by GAB to Siblings
Greg A. Brown		
Nellie B. Boyd	1799.00	33.89
Willie Brown Jr.	1500.00	(265.11)
Vivian B. Dowdy	2510.00	744.89
Charles E. Brown	2150.00	384.89
Joe I. Brown	2500.00	734.89
TOTAL	10,459.00	131.68

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Gregory Brown,

Plaintiff,

v.

Willie Brown, Jr., Charles Brown,
Joe Brown, Nellie Brown Boyd, Vivian
Brown Dowdy, First Federal, and First
Financial Holdings, Inc.

Defendants.

Civil Action No.: 2009-CP-40-07385

**AFFIDAVIT OF
JOHN E. SCHMIDT, III
REGARDING
PLAINTIFF'S
ATTORNEYS' FEES AND
COSTS**

PERSONALLY APPEARED before me, John E. Schmidt, III, Esquire, who being duly sworn deposes and says:

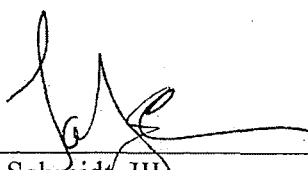
1. I am an attorney for the Plaintiff in the above referenced matter.
2. This case is an action to partition real property and as part of the case, the Plaintiff has requested that the Court award him his attorneys' fees incurred in bringing this action.
3. Exhibit "A" to this Affidavit is a listing of my firm's billing in this matter, as well as the costs incurred with all available invoices and raw billing, and reflects the attorney's fees actually incurred from February 2010 through the date of this Affidavit. These fees total \$20,508.00 in connection with this action. The hourly rate charged was an average \$282.00 per hour. The Affidavit further reflects that costs incurred through the date of this Affidavit amount to \$995.33. The total of attorney's fees and costs actually incurred are \$21,503.33. This total includes the \$9,507.30 which had been incurred as of the February 22, 2011 hearing and were presented at that hearing.
4. This is an action to partition property. A multi-day contested hearing was held by the Court and the Court requested proposed Orders by both sides. The extent of the work performed was necessary to adequately prepare and try these matters.
5. Approximately 72 hours were devoted to the case by my firm beginning in February 2010. This is reflected through the facts stated earlier, as well as from the listing of services performed in Exhibit "A". The time and labor devoted to this case were necessary to properly prepare and try this case.
6. I am a licensed member of the Bar of the State of South Carolina, as well as the

United States Court of Appeals for the Fourth Circuit, and United States District Court for the District of South Carolina. I completed University of Pennsylvania Law School approximately 26 years ago. For approximately the last two years, I have been practicing with the Firm of Schmidt & Copeland LLC in Columbia, South Carolina. I am also a member of the Virginia and District of Columbia Bars.

7. The costs in this matter, which are documented in Exhibit "A", total \$995.33. These costs include filing fees, mediator fees, service costs, and other miscellaneous costs. The costs are reasonable and necessary to pursue this action and are not, I believe, excessive given the nature, extent and difficulty of the legal services in this case, the time and labor devoted to this case, and the beneficial result obtained.

8. Accordingly, the total attorney's fees and costs sought in this case total \$21,503.33.

FURTHER, the affiant sayeth not.



John E. Schmidt, III

SWORN to before me this 17th
day of June, 2011
Malissa J. Copeland
Notary Public for South Carolina
My Commission Expires: 8/23/14

Schmidt & Copeland LLC

Capitol Center, 1201 Main Street Suite 1100

Columbia, SC 29201

Phone: 803.748.1342 | Fax: 803.748.1210

Account Statement

Matter: *Gregory Brown v. Willie Brown, Jr., et al.*
2009-CP-40-07385

Attorney's Fees

2/2/2010	Review file, update status, notes re plan.	J.E.S.	.50	\$150.00
3/15/2010	Receive and review incoming discovery.	J.E.S.	.80	\$240.00
3/16/2010	Receive and review communication from client re request to speed up process. Contact court; contact opposing counsel.	J.E.S.	.70	\$210.00
3/16/2010	Send discovery, schedule and plan to client. Review correspondence. Review file in connection with client question. Respond to client inquiry.	J.E.S.	.90	\$243.00
3/24/2010	Email and call with mediator.	J.E.S.	.80	\$240.00
3/24/2010	Call with opposing counsel re plan and early resolution.	J.E.S.	.70	\$210.00
3/25/2010	Communication with client re conference with opposing counsel; need for documentation and opportunity for mediation.	J.E.S.	.50	\$150.00
3/26/2010	Follow up with client on mediation.	J.E.S.	.20	\$60.00
3/31/2010	Email to client re urgent deadline to obtain material.	J.E.S.	.20	\$60.00
4/1/2010	Receive and review batches of materials from client re charges supporting claim	J.E.S.	1.80	\$540.00
4/6/2010	Communications to set up mediation.	J.E.S.	1.20	\$360.00
4/12/2010	Emails with Mr. Jowers and confer with paralegal re records.	J.E.S.	.30	\$90.00
4/12/2010	Review correspondence re mediation schedule.	J.E.S.	.20	\$60.00
4/14/2010	Respond to mediator request for materials	J.E.S.	1.40	\$420.00
4/20/2010	Prepare discovery responses.	J.E.S.	1.50	\$450.00
5/5/2010	Prepare for mediation	J.E.S.	2.20	\$660.00

5/6/2010	Correspondence from client to withdraw from settlement. Prepare draft reply.	J.E.S.	.70	\$210.00
5/6/2010	Meet with client and attend mediation. Follow up notes re same to bring case to close.	J.E.S.	8.10	\$2,430.00
5/10/2010	Emails with Mr. Jowers re records.	J.E.S.	.20	\$60.00
5/11/2010	Email to client re change of strategy and risk.	J.E.S.	.40	\$120.00
7/12/2010	Conference with client.	J.E.S.	.30	\$90.00
7/22/2010	Obtain loan documents from Mr. Brown. Communications with opposing counsel.	J.E.S.	.50	\$150.00
10/15/2010	Prepare Amended Complaint, e-mails re same.	J.E.S.	2.20	\$660.00
10/15/2010	Prepare motion to Amend	J.E.S.	2.10	\$630.00
10/18/2010	E-mails to obtain consent to amendment to avoid cost of hearing.	J.E.S.	.60	\$180.00
10/20/2010	Send Mr. Jowers data on loan. Communicate with client re same.	J.E.S.	.40	\$120.00
10/22/2010	Obtain up to date mortgage data and forward to Jowers. E-mails in effort to resolve claims early.	J.E.S.	.50	\$150.00
11/15/2010	Follow up with court for hearing date.	J.E.S.	.40	\$108.00
11/15/2010	Telephone conference with Judge Strickland's chambers; draft Order of Reference for filing as requested.	M.J.C.	.50	\$150.00
11/29/2010	Review materials from court; call with client.	J.E.S.	.30	\$81.00
2/9/2011	Prepare for meeting with client	J.E.S.	2.00	\$540.00
2/10/2011	Meet Greg Brown and prepare examinations; review law.	J.E.S.	2.10	\$567.00
2/16/2011	email regarding case; review and prepare exhibits.	J.E.S.	1.00	\$270.00
2/21/2011	Prepare for hearing	J.E.S.	1.90	\$513.00
2/22/2011	Prepare for and attend hearing	J.E.S.	4.90	\$1,323.00
2/23/2011	Follow up in connection with proof and trial.	J.E.S.	1.00	\$270.00
2/28/2011	Call from court re hearing and schedule/	J.E.S.	.20	\$54.00
3/1/2011	Call with client	J.E.S.	.20	\$54.00
3/3/2011	Confer with client and inform and advise re strategy with witness Davis.	J.E.S.	.40	\$108.00
3/9/2011	Follow up call with client re needed documentation	J.E.S.	.20	\$54.00
3/16/2011	Communicate with client re need for materials	J.E.S.	.20	\$54.00
3/17/2011	Call with court and e-mails with client	J.E.S.	.30	\$81.00
3/18/2011	Call with client and call with client Probate counsel	J.E.S.	.50	\$135.00
4/12/2011	Call to client	J.E.S.	.20	\$54.00
4/13/2011	Calls and e-mails to Mr. Brown and Ms. Cairns	J.E.S.	.30	\$81.00

4/20/2011	Prepare to and meet with client and witness	J.E.S.	.60	\$162.00
4/25/2011	Prepare for meeting	J.E.S.	.70	\$189.00
4/26/2011	Prepare for revised meeting with client	J.E.S.	.80	\$216.00
4/26/2011	Prepare for and meet with witness Cairns; follow up with client	J.E.S.	1.20	\$324.00
4/29/2011	Review materials from defendants; scan same to expert witness.	J.E.S.	1.40	\$378.00
5/2/2011	Prepare for hearing; review law and exhibits	J.E.S.	4.40	\$1,188.00
5/2/2011	Review legal issues	J.E.S.	.50	\$135.00
5/3/2011	Prepare for and attend hearing at trial	J.E.S.	6.50	\$1,755.00
6/8/2011	Review transcript; begin drafting Proposed Order.	M.J.C.	1.20	\$360.00
6/11/2011	Review 2/22/11 transcript; continue draft of proposed order.	M.J.C.	.40	No Charge
6/11/2011	Review 2/22/11 transcript; continue draft of proposed order.	M.J.C.	1.90	\$570.00
6/13/2011	Review and revise proposed order.	J.E.S.	2.40	\$720.00
6/13/2011	Continue drafting proposed order.	M.J.C.	4.20	\$1,260.00
SUBTOTAL:			72.70	\$20,508.00

Costs

4/1/2010	Photocopies: 93 @ 0.10	\$9.30
5/26/2010	1/5 of fee for mediation	\$405.00
6/1/2010	copy charge (1500 pages @ .10 per page)	\$150.00
5/31/2011	Check to Robin Reibold for transcript of hearing	\$282.78
6/9/2011	Check to Robin Riebold for transcript of 2/22/11 hearing.	\$148.25
SUBTOTAL:		\$995.33

TOTAL: \$21,503.33

CERTIFICATE OF SERVICE

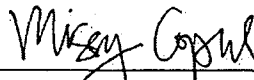
I certify that I have served all counsel in this action with a copy of the following document(s) by placing a copy in US Mail, postage prepaid, addressed to the following address(es) on the date set forth below:

Pleading/Discovery: PROPOSED ORDER

AFFIDAVIT OF JOHN E. SCHMIDT, III REGARDING
PLAINTIFF'S FEES AND COSTS

Counsel Served: Gerald D. Jowers, Esq.
1802 Sumter Street
Columbia, SC 29201

Louise M. Johnson, Esq.
Haynsworth Sinkler Boyd, PA
1201 Main Street, 22nd Floor
Columbia, SC 29201



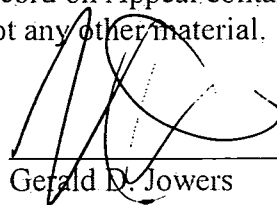
Melissa J. Copeland

June 17, 2011

CERTIFICATE OF COUNSEL

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

July 9, 2012



Gerald D. Jowers
Attorney for the Appellants
1802 Sumter street
Columbia, SC 29201