

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC Court of Appeals

Appeal from Chester County

Brian Gibbons, Circuit Court Judge

Appeal from Magistrate's
Court, Rossville District

2015CP1200179 (Circuit)

2014CV1210400037 (Magistrate)

COURT OF APPEALS CASE NUMBER: 2016-002016

Robert H. Breakfield, as
attorney-in-fact for John D.
Hinson, John C. Hinson, Jerry Hinson,
Kathy Huffstickle, Robert H. Hinson,
Darrell W. Hinson, Lois Hinson,
Tina Jones, George Stanford as
Personal Representative of the
Estate of Linda Stanford,
William L. Hinson, Elaine H. Hensley,
and William C. Hinson, Jr.,

Respondents,

vs.

Mell Woods,

Appellant.

Rule 240(f) Reply to the Return of Respondent

- / -

1. Mr. Brackett, the respondent attorney, in his return to the Motion to Dismiss, seems to want everyone to believe that the inclusion of Elaine H. Hensley in the present appeal was a "mistake" or oversight, and even though the "mistake" was sworn to in a judicial proceeding by an officer of the court, meaning a licensed South Carolina attorney; Mr. Brackett seems to think that false swearing just does not count.

2. Mr. Brackett has been knowing about the "mistake" of including a dead person in a court proceeding since day one, because Brackett, the respondent attorney had an ulterior motive for keeping Mrs. Hensley within the lawsuit - that motive is that he did not want drop or add parties because he feared losing the advantage of *res judicata* which he mistakenly thought had attached in the present litigation.

3. Brackett and Breakfield, also a licensed attorney, want to win so badly, that the two will go to any length to get the job done. This includes the commission of perjury. Perjury used to be saved and held back and was for use only on "common people" who ran afoul of the law. One hardly ever heard of a lawyer being charged with perjury. Perhaps this has recently changed with the conviction of James Harrison for perjury and other crimes. But even Jim Harrison does not seem to understand that perjury is a felony because there was a photograph of Harrison and his trial counsel published in the Post and Courier Newspaper showing Harrison and Reggie Lloyd laughing and smirking about the charges.

4. B. Michael Brackett used perjury against appellant Mell Woods, so that appellant was denied a jury trial. There was to be a jury trial to start with, but then Brackett labeled appellant Mell Woods, a "trespasser" on the land in question, and then went to a magistrate judge and talked the magistrate judge into summarily evicting appellant from land which appellant lawfully occupied for more than ten years under a written mortgage from the former possessor of the land in question. Appellant was never a trespasser and did raise the issue of paramount title at every opportunity. Where the defendant's answer raises an issue of paramount title to land, such as would, if established, defeat plaintiff's action, it is the duty of the court to submit to a jury the issue of title as raised by the pleadings. William H. Van Every, Jr. v. Chinguapin Hollow, Inc., 265 S.C. 474, 219 S.E.2d 909 (1975).

5. The Supreme Court of South Carolina ruled in 1979: "The forgery of a signature on a court document is a fraud upon the court; we cannot conceive of any justification for such conduct." In the Matter of Jack Francis McGuinn, Respondent., 272 S.C. 366, 252 S.E.2d 122 (1979). The signing of someone's name to a document, as an "attorney in fact" where the document is to be filed in court, and represented to the court as legitimate, when the "attorney in fact" had no authority to sign is no different than what Mr. McGuinn did.

6. In addition, the problem of attorneys lying in court proceeding is much more defined since the Ray Chewing case from 2003. Appellant Mell Woods has been cheated out of the right to a jury trial by the lying attorneys Brackett and Breakfield. As the Supreme Court ruled in Chewing, attorney perjury is extrinsic fraud and there is no statute of limitations where a party seeks to set aside extrinsic fraud.

"Accordingly, where an attorney embarks on a scheme to either suborn perjury or intentionally conceal documents, extrinsic fraud constituting a fraud upon the court occurs." Chewing v. Ford Motor Company, 354 S.C. 72, 579 S.E.2d 605. (2003)

CONCLUSION:

Elaine H. Hensley does not need to be just "dropped" from the masthead of this appeal. The actions of her attorneys, Brackett and Breakfield are both illegal and negligent. Mrs. Hensley's estate needs to be replaced as a party, so that all possible parties are before the trial court at one time, and appellant Mell Woods needs to be afforded a jury trial.

Respectfully submitted,

This 18 day of January, 2019.



Mell Woods

P.O. Box 2603
Lancaster, SC 29721

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STATE OF SOUTH CAROLINA
COUNTY OF CHESTER

IN THE MAGISTRATE'S COURT

Robert H. Breakfield, Esquire as
attorney-in-fact for John D. Hinson,
John C. Hinson, Jerry Hinson,
Kathy Huffstickle, Robert H. Hinson,
Darrell W. Hinson, Lois Hinson, Tina
Jones, George Stanford as Personal
Representative of the Estate of Linda Stanford,
William L. Hinson, Elaine H. Hensley, and
William C. Hinson, Jr.,

Application for Notice to Quit Premises

Applicant,

v.

Mell Woods,

Respondent-Trespasser.

-
1. This verified application is filed pursuant to S.C. Code Ann. § 15-67-610 seeking the issuance and service of a Notice to Quit Premises requiring the above-captioned respondent-trespasser to vacate and relinquish possession to the Plaintiff(s) of the real property known as 1537 Hinton Road, Great Falls, SC, located in Chester County. The undersigned deponent is the personal representative of the estate of Reba Hinson and the attorney-in-fact for the above-named owners of the subject property.
 2. Plaintiffs were remaindermen to the life estate held by Reba Hinson in and to certain real property on Fishing Creek Lake in Chester County, including the lot identified and known as 1537 Hinton Road, Great Falls, SC.
 3. The property at 1537 Hinton Road was part of larger tract owned by Reba Hinson's spouse, Levie Hoyt Hinson, containing 97 acres, more or less, that is identified as Chester County TMS# 158-0-0-003.

4. The Last Will and Testament of Levie Hoyt Hinson dated April 21, 1977 and probated in the Chester County Probate Court, devised to his spouse Reba Hinson a life estate in all real property owned by Levie Hoyt Hinson with the remainder interest to pass to their bodily heirs upon the termination of the life estate.
5. By Order of the Chester County Probate Court dated October 15, 2007, it was determined that the above-named persons are the bodily heirs to whom title to the real estate passed upon the death of Reba Hinson on January 3, 2007. A copy of said Order is attached hereto and incorporated herein as **Exhibit A**.
6. During her life estate Reba Hinson leased the lot at 1537 Hinton Road to the Respondent-Trespasser. The terms of the lease agreement are not clear, except that Mr. Woods was to pay rent to Reba Hinson. Mr. Woods was and is the owner of the improvement/residence located on the lot now owned by the Applicants.
7. When Reba Hinson died, her life estate terminated by operation of law, and the lease agreement with Mr. Woods immediately terminated by operation of law.
8. The remaindermen successors to the property immediately became the fee owners of the property, including the lot at 1537 Hinton Road.
9. Since the death of Reba Hinson, Mr. Woods has denied that he is a tenant and has affirmatively alleged that he holds fee title to the lot at 1537 Hinton Road. In his verified Answer filed in this Court in 2011CV1210100148 he alleged: "there is no landlord-tenant relationship between Defendant and the purported landlords [Second Defense- Count I]. . . Mrs. Hinson held a fee estate, and full ownership estate, not a 'Life Estate' as stated [Third Defense]. . . It is not true that the will in question [Levie Hinson last will] created a 'Life

Estate' [Third Defense] . . . as stated earlier, Mrs. Hinson had full ownership of all of the property formerly owned by her husband, Mr. Levie Hoyt Hinson, the agreement defendant [Mr. Woods] had with Mrs. Hinson was a type of land contract, and when fulfilled, defendant will be the owner of the land where the building sits [Third Defense] . . .”

10. Mr. Woods has heretofore participated in various legal proceedings in which he claimed fee ownership of 1537 Hinton Road. He attempted to insert himself into the administration of Reba Hinson's probate estate in an effort to cause a certain last will to be probated in lieu of other last wills. He was not successful. The Circuit Court Order that was affirmed on appeal to the Court of Appeals, certiorari denied by the Supreme Court, is attached as **Exhibit B**. The Court of Appeals' unpublished opinion is attached as **Exhibit C**.
11. Applicants herein commenced an eviction action to have Mr. Woods ejected from the property. Mr. Woods claimed that he was not a tenant and that the magistrate court therefore had no jurisdiction over the proceeding. Selected portions of his Answer in the eviction case are set out in paragraph 9 above. The appeal in the eviction case involved pretrial procedural matters and not substantive findings and conclusions.
12. Most notably, Mr. Woods commenced an action to have Levie Hinson's last will construed, alleging therein that Levie Hinson's last will devised fee ownership to Reba Hinson (not a life estate) and that Reba Hinson had conveyed, or contracted to convey, fee title to 1537 Hinton Road to Mr. Woods. He alternatively claimed title by adverse possession. He was not successful. The Circuit Court Order that was affirmed on appeal to the Court of Appeals, certiorari denied by the Supreme Court, is attached as **Exhibit D**. The Court of Appeals' unpublished opinion is attached as **Exhibit E**.

13. Having admitted under oath that his possession of the property at issue since the death of Reba Hinson was as the alleged owner and not as a tenant, and having failed in his attempts to prove ownership of the fee as evidenced by the aforementioned court orders, and having refused to vacate the property at the demand of the Applicants, Mr. Woods is now a trespasser. His present possession of the land known as 1537 Hinton Road is without title, and is without the consent of the Applicant-owners.
14. Applicants admit that Mr. Woods is the owner of the improvement on the property at issue, and Applicants make no claim to the improvement, unless Mr. Woods fails or refuses to remove the improvement within the time the court determines to be reasonable.
15. Applicant is informed and believes that he is entitled to the relief provided in and by S.C. Code Ann. § 15-67-610, namely to have the magistrate serve a notice on the Respondent to quit the premises.

November 13, 2014




B. Michael Brackett
Moses & Brackett, PC
P.O. Box 100261
Columbia, Sc 29202
803.461.2312
Attorney for Applicant

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Verification

_____ Personally appeared before me Robert H. Breakfield, Esquire, who being first duly sworn on oath, says that he, in his capacity as attorney-in-fact, is the Applicant in the foregoing action and has read the allegations in the foregoing Application, and the same are true of his own knowledge, except those matters stated on information and belief, and as to those matters he believes them to be true.



Robert H. Breakfield, Esquire

Sworn to before me this 3rd day
of November, 2014.



Notary for South Carolina
My Commission Expires: 1/16/2019

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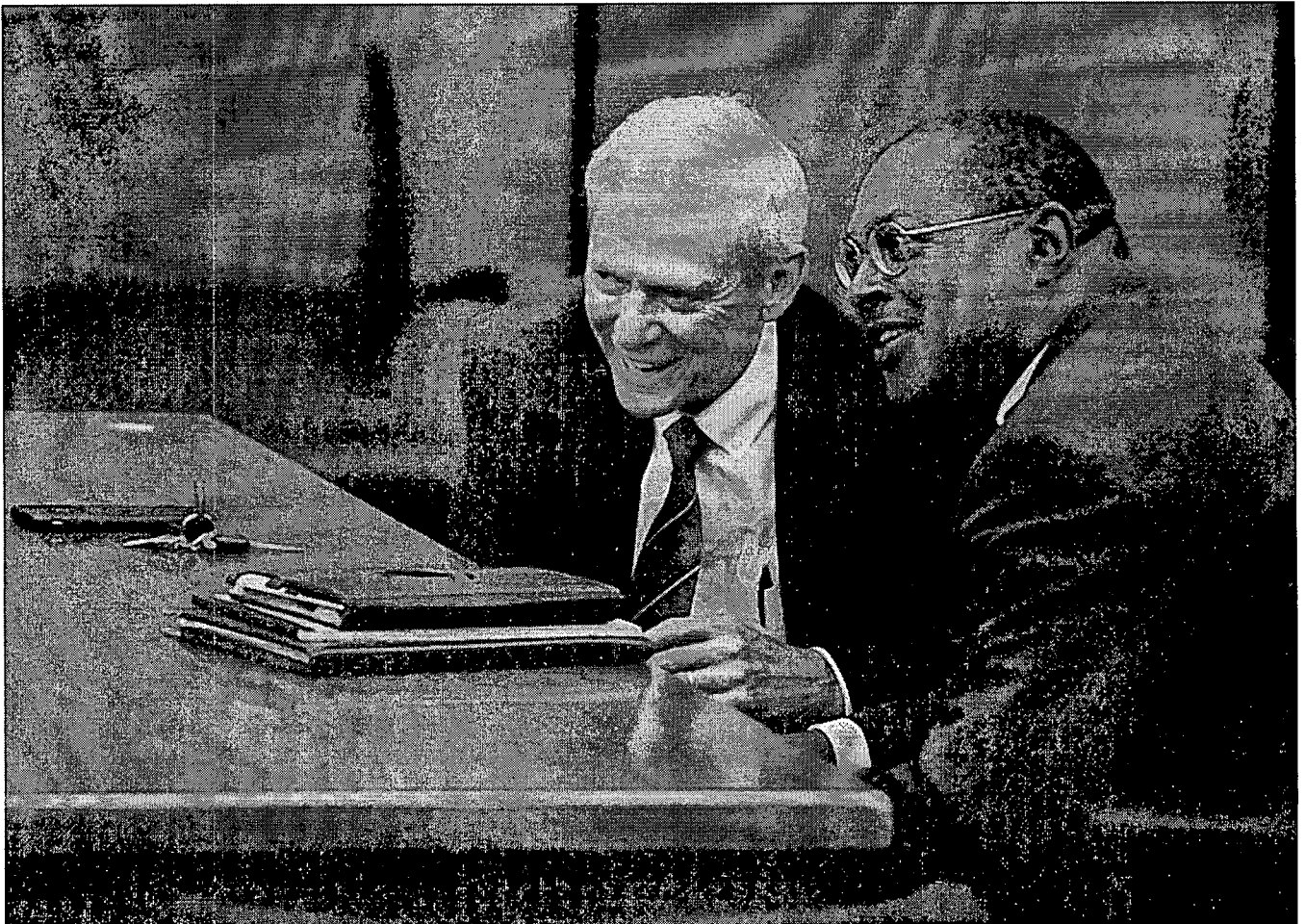
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Ex-SC lawmaker found guilty, sentenced to prison in Statehouse probe

By Andrew Brown abrown@postandcourier.com

Oct 26, 2018



Former Rep. Jim Harrison and his attorney, Reggie Lloyd John A. Carlos II / Special to The Post and Courier
John A. Carlos II

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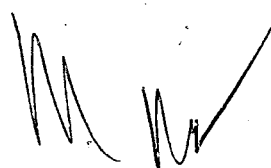
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CERTIFICATE OF SERVICE

Appeals Case # 2016-002016

I hereby certify that I have served the within and foregoing Reply by depositing a copy of the same in the U.S. Mail, postage prepaid addressed to Mr. B. Michael Brackett at his current address of record.

This 18 day of January, 2019.



Mell Woods

P.O. Box 2603
Lancaster, SC 29721

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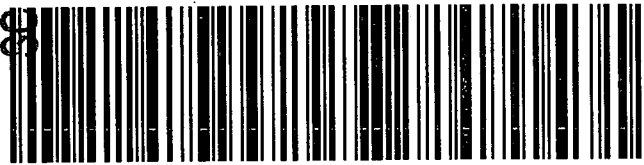
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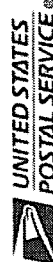
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