

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity and Circuit Court Judge for Beaufort County
Trial Court Case No.: 2009-CP-07-02573

Appellate Case No.: 2012-213579

CASHMAN PROPERTIES, LLC Respondent

-vs.-

WNL PROPERTIES, LLC; E. OSWALD LIGHTSEY TRUST f/b/o LOUISE
LIGHTSEY BAUGHMAN; THE TRUST UNDER WILL OF E. OSWALD LIGHTSEY
DATED AUGUST 8, 1958, AND CODICIL DATED March 23, 1976, FOR THE
BENEFIT OF LILLIAN LIGHTSEY DRAWDY; AND THE TRUST UNDER THE
WILL OF E. OSWALD LIGHTSEY FOR THE BENEFIT OF CLAUDIA LIGHTSEY
WARE..... Appellants

RECORD ON APPEAL – VOLUME 2

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SC Court of Appeals

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EXHIBIT 60

DEPOSITION OF
NORRIS LIGHTSEY LAFFITTE

taken
March 12, 2010

in the matter of

Cashman & Cashman

-vs-

Lightsey Trust, Wachovia, et al.

[2009-CP-07-2573]

**COMPRESSED TRANSCRIPT
AND WORD INDEXING**

Bettye Anderson & Associates

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Cashman & Cashman vs. Lightsey Trust, Wachovia, et al.
Deposition of NORRIS LIGHTSEY LAFFITTE taken March 12, 2010

SHEET 1 PAGE 1

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

Eugene Keeny Cashman, Jr.,)
as Trustee of the Eugene)
Keeny Cashman, Jr. Revocable)
Trust, and Kathleen Gilmore)
Cashman, as Trustee of the)
Kathleen Gilmore Cashman)
Revocable Trust,)
Plaintiffs,)
-versus-) Civil Action Number
2009-CP-07-2573
E. Oswald Lightsey Trust,)
Wachovia Bank, N.A., as)
Trustee Under the Last Will)
and Testament of E. Oswald)
Lightsey, and Margaret L.)
McMillan (sic) Payne and)
Elizabeth L. McMaster, as)
Trustees of the Residuary)
Trust Pursuant to the Last)
Will and Testament of E.)
Oswald Lightsey (sic),)
Defendants.)

Deposition of NORRIS LIGHTSEY LAFFITTE, taken by
Counsel for the Plaintiffs on the 12th day of March, 2010,
at the Law Offices of Laughlin & Bowen, P.C., 92-A Main
Street, Hilton Head Island, South Carolina, commencing at
approximately 11:21 a.m.

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REPORTER'S INDEX TO PLAINTIFF'S EXHIBITS		
Number	Description	Page
1	3-page document identified as the covenant to stand seized dated August 31, 1931	10
2	2-page exhibit consisting of a letter dated September 9th, 1941, to District Engineer from J.O. Cashman and G. Ray Carter with attached plat	12
3	3-page document on the letter of the War Department entitled "Permit", addressed to J.O. Cashman	14
4	3-page exhibit consisting of three deeds recorded in deed book 62 at page 119, deed book 63 at page 392, and deed book 64 at page 200	14
5	1-page letter dated May 27, 1975, to District Engineer, U.S. Army Corps of Engineers, from Eugene K. Cashman	21
6	3-page brochure entitled "Dock on May River Included"	24
7	1-page document entitled "Tenant-In-Common Property, March 16, 2005" identified by the witness as an agenda he prepared for a family meeting	27
8	4-page exhibit consisting of a letter dated May 18, 1977, to Cashman Construction Company from Steven Oswald, Savannah District, Corps of Engineers, with attachments	34
9	2-page website printout from the assessor's office for property at 31 Oyster Street	36
10	1-page letter dated March 21, 2005, to Eugene K. Cashman, Jr., from Norris L. Laffitte	36

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APPEARANCES

For the Plaintiff: Mark S. Berglind, Esquire
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For the Defendant: Drew A. Laughlin, Esquire
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Reported by: Matthew Hazen Anderson
Notary Public/Court Reporter

Also present: Eugene Keeny Cashman, Jr.
Randall L. Fisher

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REPORTER'S INDEX TO PLAINTIFF'S EXHIBITS		
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11	2-page exhibit consisting of a letter dated March 28, 2005, addressed to "Dear Norris," from Eugene K. Cashman, Jr., and an undated letter addressed to "To the Cashman family," from Dianne	38
12	6-page document entitled "Wealth Management Real Estate Services Inspection for Residential Properties (1-4 Units)"	41
13	1-page document on the letterhead of Alljoy Beach Preservation Committee notifying owners of a meeting to be held on Monday, October 9, 2006, signed by Carolyn Smith	44
14	1-page document entitled "Bluffton Dock Repair Summary"	47
15	9-page collective exhibit consisting of documents retrieved from the Beaufort County website identified by the witness as documents provided in response to the subpoena	55

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1 NORRIS LIGHTSEY LAFFITTE, called as a
2 witness, having been first duly sworn, was examined and
3 testified as follows:
4 DIRECT EXAMINATION
5 BY MR. BERGLIND:
6 Q Hi. My name is Mark Berglund. I work for Vaux &
7 Marscher, a law firm in Bluffton. Before we begin --
8 first, state your full name, please, for the record.
9 A Norris Lightsey Laffitte.
10 Q Okay. Before we begin, I have a couple of
11 instructions regarding this deposition. I'm going to ask
12 you a series of questions. If you don't understand the
13 question, please ask me to clarify it. I'll do the best
14 I can. Just any questions you have, please direct them
15 towards me and not your attorney or anybody else in this
16 room.
17 A (Witness nods head; no verbal response.)
18 Q You were just placed under oath, just like you
19 would be in a courtroom. If you need a break, please let
20 me know. This is not an endurance contest, so if you need
21 a break, just let me know. Just please do not discuss your
22 testimony with Mr. Laughlin, or anybody else, for that
23 matter, during those breaks. Do you have any questions
24 regarding those instructions?
25 A I do not.

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1 Q What is your address?
2 A 12 Tuxedo Drive, Beaufort, South Carolina 29907.
3 Q If you could, just give me a brief background of
4 your education.
5 A Hammond Academy, Columbia; Washington & Lee
6 University.
7 Q What was your degree in at Washington & Lee?
8 A Economics.
9 Q Okay. Where are you presently employed?
10 A Hampton-Branchville Railroad Company, 11 Lightsey
11 Street -- excuse me -- 100 Mill Street, Hampton, South
12 Carolina 29924.
13 Q Okay. And what do you do there?
14 A President of the railroad.
15 Q Okay. You were here during Mr. Cashman's
16 deposition; correct?
17 A That is correct.
18 Q And there was a -- these docks that we're
19 discussing, they were termed as dock one, dock two, and
20 dock three, dock one being the dock that was there maybe in
21 the 1920s. It was there until the 1940's dock; is that
22 correct?
23 A I don't know. I was born in '58.
24 Q What I'm trying to do, instead --
25 A I do not know.

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1 Q -- of going through it, I just want to use that
2 same terminology. If you're not comfortable with that,
3 then we don't have to do that, but --
4 A I understand the earlier testimony and the dock
5 terminology.
6 Q And the references to the docks one, two and
7 three?
8 A Yes.
9 Q Okay, good. That's what I was trying to do, get
10 the point across. I have brought with me -- this is a
11 nice little diagram from the Beaufort County website, and
12 this is of the property, if you want to take a look at
13 that.
14 MR. LAUGHLIN: That's fine. I've seen it.
15 BY MR. BERGLIND:
16 Q Okay. And I'm going to represent to you that
17 this is the May River, and as is outlined in the document
18 or the plat, there's -- it defines Oyster Street. What
19 property is owned by the Lightseys?
20 A It looks like number 31.
21 Q Okay.
22 A Excuse me. Is that 31? Property 31?
23 Q That's right. That's a little small, isn't it?
24 How long have the Lightseys owned that piece of property,
25 to your knowledge?

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1 A My great-grandfather, W. Fred Lightsey, acquired
2 that property many moons ago. I do not know the date.
3 Q Okay. Was it before or after 1930?
4 A (No response.)
5 Q And I don't want you to speculate. During this
6 deposition, I don't want you to speculate as to things.
7 But just to your knowledge, do you know the --
8 A The deed is recorded somewhere. I do not
9 remember the date on the deed.
10 Q Okay. And do you know that this lawsuit is --
11 well, first of all, what's your connection with the
12 Lightsey family?
13 A I'm a grandson of W. Norris Lightsey.
14 Q Okay. And you understand that this lawsuit's
15 regarding a dock that's located on the other side of Oyster
16 Street from your property?
17 A Yes.
18 Q From the Lightsey property; correct?
19 A Yes, I understand that.
20 Q Okay. To your knowledge, do you know when the
21 dock one was constructed and placed on the opposite side of
22 Oyster Street?
23 A I know nothing of dock one.
24 Q What about dock two, or pier two?
25 A I know -- excuse me. Restate your question.

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1 Q Do you know when dock or pier two was
2 constructed?
3 A I do not know when pier two was constructed.
4 Q Okay. What about pier three?
5 A I have seen Corps of Engineer statements
6 referencing a 21 February 1961 permit for that dock, and so
7 I would assume the dock was built, based on that Corps of
8 Engineers' permitting process.
9 Q Okay. That area of land -- I'm going to
10 represent to you that this is -- the dock is -- this goes
11 out into the May River like this; correct?
12 A Well, I --
13 Q I'll just put a line right there. It's --
14 A I understand your line --
15 Q Don't hold me to it, but --
16 A I understand your line represents a dock.
17 Q Okay. This property that it is attached to, do
18 you know who owns that property?
19 A It is my understanding that the developers of the
20 property have a covenant to stand seized that references
21 that property.
22 Q Okay. In that covenant, which I have with me,
23 and we'll go over it in a minute, do you know who is
24 entitled to use that property?
25 A I am not of the legal persuasion to understand

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1 that old document.
2 Q We'll go over it in a minute. I'm going to ask
3 you -- I'm going to go through some documents with you.
4 A Okay.
5 Q And some of these are going to go back to 1931,
6 so I don't want you to speculate. I just want you to
7 answer what you know. The first one is the document we
8 were just talking about. This is the covenant to stand
9 seized, which is dated on or about 1931 -- August 31st of
10 1931. If you'll go down to the --
11 MR. BERGLIND: If I could have this marked
12 as Plaintiff's Exhibit 1 first.
13 (WHEREUPON, a document was marked as
14 Plaintiff's Exhibit Number 1 for Identification to
15 the Laffitte Deposition.)
16 BY MR. BERGLIND:
17 Q If you'll look to the last full paragraph -- let
18 me find it for you. First of all, have you seen this
19 document before?
20 A I have seen this document before.
21 Q If you'll read the last full paragraph to
22 yourself.
23 A Which one are you considering that?
24 Q It's the one that has a little check by it. It
25 starts with "and whereas."

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1 A Okay. I have read the paragraph you asked me to
2 read.
3 Q Okay. Is it your understanding -- have you read
4 that paragraph before?
5 A I have read that paragraph before.
6 Q Okay. Is it your understanding that the strip of
7 land that is referenced in that paragraph refers to the
8 land where the dock is attached -- dock number three is
9 currently attached?
10 A That is my understanding.
11 Q Okay. And according to this document, who is
12 that land to benefit?
13 A I believe I need to read the whole document.
14 Q Well, it says, "as to the common use of which for
15 pleasure purposes by all present and/or future owners of
16 lots in said subdivision" --
17 A Okay. Excuse me. Excuse me. I see it.
18 Q Okay.
19 A Yes. I see the sentence. Your question was
20 who's going to use it? For the pleasure purposes by all
21 present and/or future owners of lots of said subdivision,
22 as well as those of the six-and-a-quarter acre tract owned
23 by Thomas O. Lawton.
24 Q So, according to this document, that strip of
25 land is for the benefit and use of the subdivision lot

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1 owners; correct?
2 A It appears to me that it's the people mentioned
3 herein, yes, sir.
4 Q Have you seen any documents, or deeds, or
5 covenants to stand seized dated after this document that
6 would state otherwise?
7 A I have not.
8 Q Okay. That's all I have for that.
9 MR. BERGLIND: This will be Plaintiff's
10 Exhibit Number 2.
11 (WHEREUPON, a document was marked as
12 Plaintiff's Exhibit Number 2 for Identification to
13 the Laffitte Deposition.)
14 MR. BERGLIND: Just for ease, I have these
15 -- Drew, if you want to just take this back, I'm not
16 going to use all of these, but all of these documents
17 that I refer to are in there, and I can let you know
18 which number they are.
19 MR. LAUGHLIN: All right. Thank you.
20 BY MR. BERGLIND:
21 Q This is a letter from J.O. Cashman to the
22 District Engineer in Savannah, Georgia, dated September
23 9th, 1941. It's marked as Plaintiff's Exhibit 2. Have you
24 seen this document before?
25 A This may have been in the interrogatories or

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1 discoveries. I'm not sure.
2 Q It was.
3 A So, yes, I've seen that document if it was in --
4 Q Okay. Prior to --
5 A -- the interrogatories or discoveries.
6 Q Prior to this litigation, have you seen that?
7 A No, I have not.
8 Q Let me take a look at it for a second. In the
9 second paragraph, it reads, "Mr. T.O. Lawton owns the land
10 in front of which the wharf will be located, for which we
11 have permission to build same." Do you have any knowledge
12 or documentation to dispute that J.O. Cashman had
13 permission from Lawton to construct the wharf?
14 A Exhibit 1 says that T.O. Lawton and a "C" or an
15 "O.E." Ulmer have the covenant to stand seized, and it
16 talks about the piece of property, so it looks like two
17 people have the covenant to stand seized. I'm not -- I
18 don't understand exactly the legal ramifications between
19 this and this, but there's two people here and there's only
20 one name, Mr. T.O. Lawton, owns the land. I don't know
21 that that's an accurate statement based on your Exhibit 1.
22 That you gave me.
23 Q So besides that Exhibit 1, are there any other --
24 do you have any other knowledge or documents to show that
25 J.O. Cashman was not given permission?

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1 A I have no other documents except what you've
2 shown me that Mr. Cashman had permission to --
3 Q Okay. That's all from that one.
4 A -- have a wharf.
5 Q Okay.
6 MR. BERGLIND: This will be Plaintiff's
7 Number 3.
8 (WHEREUPON, a document was marked as
9 Plaintiff's Exhibit Number 3 for Identification to
10 the Laffitte Deposition.)
11 BY MR. BERGLIND:
12 Q This is a permit dated September 29th, 1941.
13 It's addressed to J.O. Cashman and it's from the War
14 Department. Have you seen this document before?
15 A I have not seen the document before the
16 interrogatories and discoveries, if it is in that.
17 Q Okay. I believe it was produced in discovery.
18 Do you have any reason to dispute -- any documentation or
19 knowledge to dispute the accuracy of this document?
20 A I do not.
21 MR. BERGLIND: Okay. This will be
22 Plaintiff's 4.
23 (WHEREUPON, a document was marked as
24 Plaintiff's Exhibit Number 4 for Identification to
25 the Laffitte Deposition.)

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1 BY MR. BERGLIND:
2 Q I show you Plaintiff's Exhibit 4. This was
3 produced in discovery yesterday.
4 A Okay.
5 Q We had faxed it.
6 MR. BERGLIND: Mr. Laughlin, did you receive
7 these deeds?
8 MR. LAUGHLIN: I did.
9 BY MR. BERGLIND:
10 Q If you'll take a look at these, there's three
11 deeds.
12 A Do you have a clearer copy?
13 Q That's all I could get. Trust me, my eyes hurt
14 after looking at these documents, but I've highlighted a
15 portion on the second and third pages.
16 A Let me catch up with you here.
17 Q Yeah, take a look -- take your time.
18 A Tell me what the first one says, if you can help
19 me there. It's between --
20 Q Sure. The more relevant ones are the second and
21 third one, but I can -- the first one is between J.O., and
22 I believe it's Bernie Cashman.
23 MR. CASHMAN: Bessie.
24 BY MR. BERGLIND:
25 Q Bessie -- I'm sorry -- Cashman of the County of

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1 Chatham, State of Georgia, for and in the amount of \$700 to
2 us from Sam E. Buckner.
3 A Okay. Sam E. Buckner. So the Cashmans sold to
4 Sam E. Buckner \$700 worth of land, is what you're telling
5 me?
6 Q That's what it appears to be.
7 A All right. (Witness peruses document.) It's
8 hard being blind. My two dollar glasses don't work. A
9 distance of 50 feet from the north corner -- I can't --
10 what's that? Something. Lots belong to grantors herein
11 known as lots 1 and 2 of block K as shown by plat of
12 Bluffton Real Estate Company, revised, and property
13 conveyed being, .50 feet from the north corner of the lot
14 on the eastern boundary of lots 1 and 2 of block K, shown
15 by a plat -- you don't happen to have a copy of that plat,
16 do you, because I don't know what I'm reading here. But
17 somebody bought a piece of land, so -- somebody bought a
18 piece of land. I don't know how big it is. I can't --
19 that's page 1 you wanted me to read.
20 Q Now, go to page 2. There should be highlighted
21 sections,
22 A The Cashmans -- they're selling here another
23 piece of property to Ms. Carter? Is that what I'm reading?
24 Q That's what it appears to be.
25 A Parallelogram, 140, 50, bounded -- grantors on

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1 the east of the road -- Highway 46 -- river front. On the
2 east of the road running from Highway 46 and on the west by
3 the Harpers. I don't know where this property is.

4 It is understood that the grantees shall have
5 access to or use of the wharf erected, or to be erected,
6 at the foot of street and road conveyed by the grantors
7 herein. Shall have access and use of the wharf to be
8 erected at the foot of the street. It's going to be built
9 -- the dock's going to be built by the grantors.

10 All right. It is understood that at no time
11 shall the property be sold to anyone of African descent.
12 It should be -- should such sale be consummated, the fee
13 shall revert to the grantors. That's page 2 I've now read.

14 Page 3. Piece of property, one-sixth acre, in
15 shape -- I have now read the three pages you've given me,
16 but I can't say I understand it completely.

17 Q Well, the dock that is -- or proposed dock that
18 is referenced on page 2 and 3, the highlighted sections,
19 which I highlighted.

20 A Okay.

21 Q Do you have any knowledge of where that dock is,
22 or what that dock is?

23 A The document's dated in '46. And my answer is
24 no. This other one's dated in '45. You've got them in the
25 wrong order. No.

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1 Q Okay. Well, I'm not -- I don't want you to
2 speculate on this, so that's all I have for those exhibits.

3 A Okay.

4 Q So thus far in the time line, the Cashmans have
5 been granted a permit to build the dock, and is it your
6 understanding that a dock was built in the 1940s based on
7 that permit?

8 A I wasn't born back then. I don't know. The
9 documents appear that a dock was applied for. Whether it
10 was built, I do not have knowledge. I wasn't there.

11 Q Okay. And if you don't know something, you can
12 just say "I don't know."

13 A Okay.

14 Q I understand that these documents go back.

15 A Okay.

16 Q There's going to be questions down the road where
17 you were intimately involved in it, and I just want to see
18 what you do know about this stuff. Okay?

19 A (Witness nods head; no verbal response.)

20 Q Now, starting in 1975, or thereabouts, the 1970s,
21 the Lightsey family constructed, or the Lightsey Brothers
22 constructed what's been referred to as dock three; correct?

23 A I believe the permit was in '61.

24 Q I'm sorry. The 1960s. That's right.

25 A It's my understanding that the Lightseys

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1 constructed a dock in the early sixties, yes, that's now
2 being referred to as dock three.

3 Q Okay. And who got that permit? Who received
4 that permit?

5 A The paperwork I've seen show that Lightsey
6 Brothers received that permit.

7 Q And who -- what is the Lightsey Brothers?

8 A Lightsey Brothers is -- in '61, was a business
9 owned by Norris and Oswald Lightsey that consisted of a
10 sawmill in Miley, South Carolina, and they owned some
11 lands.

12 Q And who was it owned by? You said -- stated
13 this, but --

14 A Oswald, O-S-W-A-L-D, Lightsey, and his brother
15 Norris, N-O-R-R-I-S, Lightsey.

16 Q Did the Lightsey Brothers own any property in
17 that Brighton Beach subdivision, to your knowledge?

18 A Norris and Oswald were the sons of W. Fred
19 Lightsey. When Fred died, the two sons inherited what he
20 owned.

21 Q But in the name of Norris -- the Lightsey
22 Brothers?

23 A Did the name of Lightsey Brothers own the
24 property?

25 Q (Counsel nods head; no verbal response.)

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1 A I don't think Lightsey Brothers was ever on a
2 deed that I've seen.

3 Q Okay.

4 A Excuse me. Somewhere in the deeds, there may
5 have been reference to doing business as Lightsey Brothers,
6 because they did a lot of things together.

7 Q But Lightsey Brothers was a company; correct?

8 A That's correct.

9 Q You referenced this 1961 permit. It's also
10 referenced in the documentation that we provided you guys
11 and you've provided us. Do you know where I could find
12 that permit?

13 A I do not.

14 Q And none of the family members have that permit
15 in their possession, to your knowledge?

16 A To my knowledge, nobody has that permit.

17 Q Do you have any knowledge as to who granted the
18 Lightseys permission to build dock number three?

19 A The Corps of Engineers out of Savannah District
20 at the time was what the paperwork said.

21 Q Okay. What about to use the property that we've
22 discussed? The property that the dock is attached to?

23 A I have no paperwork in reference to that question
24 you just asked.

25 Q Okay. Besides paperwork, do you have any frame

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1 of reference of how they received permission regarding that
2 piece of land?
3 A I do not know how they received permission to do
4 what they did.
5 Q Do you know anybody who would know? That's still
6 around.
7 A Oswald and Norris are both dead. In '61, I was
8 three years old. Oswald died in '79 and Norris died in
9 '91. The dock was built apparently in the early sixties.
10 So, no, I do not have any knowledge of anybody who would
11 know.
12 Q Okay. Now, going to the 1970s, at that time,
13 Eugene Keeney Cashman, Mr. Cashman's father, applied for a
14 permit to build a floating dock; correct?
15 A Through interrogatories and discoveries, I saw
16 that someone applied for the -- Gere's daddy applied for a
17 floating dock, yes.
18 MR. BERGLIND: I think this is Number 5.
19 Yeah, Number 5.
20 (WHEREUPON, a document was marked as
21 Plaintiff's Exhibit Number 5 for Identification to
22 the Laffitte Deposition.)
23 BY MR. BERGLIND:
24 Q Plaintiff's Exhibit Number 5. If you'll just
25 take a look at this.

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1 A (Witness peruses document.)
2 Q This is also an exhibit to Mr. Cashman's
3 deposition.
4 A Okay.
5 Q It's dated May 27th, 1975. It's to the District
6 Engineer, Savannah District, U. S. Army Corps of Engineers,
7 from Eugene K. Cashman. From this letter, it states that
8 he's basically applying to build a floating dock; correct?
9 A That appears to be the case, yes.
10 Q Okay. That's all I have for that exhibit. And
11 prior to this litigation, have you ever seen that document?
12 A I have never seen that document before this
13 litigation.
14 Q You said you were born in 1958?
15 A Correct.
16 Q Do you remember the construction of the floating
17 dock on the eastern side of the pier?
18 A I do not.
19 Q Okay. Do you have any knowledge as to that dock,
20 the floating -- the construction of the floating dock?
21 A I do not have any knowledge to the construction
22 of that floating dock, no.
23 Q How often did you use this pier?
24 A In the summertime, when I was a kid, we'd
25 vacation down there at the Bluffton house a week in the

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1 summer. That happened from probably '65 to '72, '73. Then
2 I went to college. And then after -- after '83, I used it
3 a lot. From 1983, in the summertime, until 1998.
4 Q Okay. What do you mean by "a lot"?
5 A Summertime use.
6 Q Summertime?
7 A Yes. Every --
8 Q Why did you stop in 1998?
9 A I moved to Beaufort from Hampton. I moved to the
10 river.
11 Q Who else was there during the summers when you
12 were there using the dock?
13 A I couldn't use the house while I was a single
14 man. After I got married in '83, my grandfather then gave
15 me keys to the house so I could use it, so my wife and I
16 were down there on the weekends. Good moral judgment.
17 Q Between '83 and -- actually, between '65 and '72,
18 do you remember interacting with the Cashman family on the
19 pier, or seeing them use the pier?
20 A Yeah. Well, we were neighbors. If they were
21 there and we were there, we certainly spoke.
22 Q Okay. Did the Cashmans use the dock?
23 A Yes.
24 Q How frequently?
25 A They were like us. When we were at the river, we

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1 were at the river. We didn't stay at the house. We stayed
2 out on the water.
3 Q Okay. Between '83 and 1998, did you see the
4 Cashmans use the dock?
5 A Yes, I did.
6 Q And how frequently?
7 A They'd come down. We'd see them on the weekends
8 when we -- if we happened to be there and they happened to
9 be there at the same time.
10 Q And you said when you got married, your father
11 released the keys to you?
12 A Grandfather.
13 Q Your grandfather. Was that house just being used
14 on weekends and for summer? Was anybody living there?
15 A No. It was a summertime cottage. No heat and
16 air.
17 Q Was it ever used as a residence?
18 A Not to my knowledge, no.
19 Q A full-time residence?
20 A No.
21 MR. BERGLIND: Let's mark this as Exhibit
22 Number 6.
23 (WHEREUPON, a document was marked as
24 Plaintiff's Exhibit Number 6 for Identification to
25 the Laffitte Deposition.)

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SHEET 7 PAGE 25

1 BY MR. BERGLIND:
2 Q I'm going to show you what's been marked as
3 Plaintiff's Exhibit Number 6. That's number 10 in the
4 tabs. Have you seen this document before?
5 A Yes, I have seen this document before.
6 Q Did you help draft this document?
7 A I did not.
8 Q Okay. In this picture, this property that's in
9 front of the beginning of the pier --
10 A Yes.
11 Q Now, that property is -- that's not owned by the
12 Lightseys, is it?
13 A That is what was referred to in -- my
14 understanding, in Exhibit 1 as -- however they described
15 it in that paragraph you and I read earlier.
16 Q Okay. So this -- if you're referring back to
17 Exhibit 1, this property is for the use and benefit of the
18 Brighton Beach subdivision; correct?
19 A That is correct.
20 Q The subdivision that's located there?
21 A That's correct.
22 Q Okay. With this -- do you know when this was
23 drafted? I don't see a date on it.
24 A I do not know when this was drafted. I don't see
25 a date, either.

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1 Q Prior to the drafting of this, did anybody inform
2 Wachovia that there may be a dispute regarding the dock?
3 A Not to my knowledge.
4 Q Did you ever inform them?
5 A No.
6 Q That's all I have for Exhibit 6.
7 A I --
8 Q If you have something to add, please do.
9 A State your question again.
10 Q Did anybody inform Wachovia -- and when I say
11 "Wachovia," I'm talking about Wachovia Trust that's --
12 A Yes.
13 Q It looks like they drafted that document. Did
14 anybody inform them that there was a dispute regarding the
15 dock, or a question as to ownership?
16 A The trust -- Wachovia Trust Department was aware
17 that the gate had been locked on the property to keep
18 trespassers off of it.
19 Q And when was the gate locked?
20 A Between November of '04 and February of '05.
21 Q And who placed the lock on the gate?
22 A I did.
23 Q And when did you mail the key to Mr. Cashman?
24 A That letter's postmarked somewhere.
25 Q We'll get to that. I have the letter in here.

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1 We'll discuss that and figure it out.
2 A Okay.
3 MR. BERGLIND: Okay. This will Exhibit
4 Number 7, Plaintiff's Exhibit Number 7.
5 (WHEREUPON, a document was marked as
6 Plaintiff's Exhibit Number 7 for identification to
7 the Laffitte Deposition.)
8 BY MR. BERGLIND:
9 Q This is a document provided to us from your
10 attorney. If you would, take a look at it.
11 A (Witness complies.) Yes.
12 Q Okay. Do you remember this meeting that was on
13 March 16th, 2005?
14 A I do not remember the exact meeting.
15 Q How often do you guys -- does your family -- I'm
16 assuming this is a family meeting?
17 A This is a family meeting. We meet twice a year.
18 Q Twice a year?
19 A Yeah.
20 Q And you don't remember the particulars of this
21 meeting?
22 A No.
23 Q Okay. Do you remember who was at the meeting?
24 A I do not remember who was at the meeting.
25 Q Who is commonly at -- who is usually at these

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1 meetings?
2 A Participants at these meetings typically are
3 Margaret Lightsey McMillan Payne, and she's the daughter of
4 Norris Lightsey. Typically is Norris Laffitte, my brother
5 Tuck Laffitte.
6 Q Okay.
7 A Tuck Laffitte, T-U-C-K. My sister, Beth
8 McMaster. My other sister, Lalla Lee Campsen, L-A-L-L-A;
9 another word L-E-E; Campsen, C-section A-M-P-S-E-N. That's
10 my side of the family.
11 Q Okay.
12 A The other side of the family is usually -- the
13 bank representative would be Fran Cass. And I don't know
14 if they had other bank representatives at that meeting.
15 There could have been Randy Fisher. There could have been
16 John Swink. I don't know who else was around back then.
17 And then Oswald's daughters are usually,
18 typically there. The oldest daughter is Louise Lightsey
19 Bowman, Lou Bowman; her husband Pat; their son Lee; their
20 daughter Jan; their other daughter Lynn.
21 The second daughter, Lil Lightsey Drawdy; her
22 husband Charlie, Sr.; her son Charlie, Jr.; and her son
23 Oswald. And the third daughter, Claudia Lightsey Ware; her
24 husband Billy Ware; and their son Sanford; her son-in-law
25 Trip Welsh.

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SHEET 8 PAGE 29

1 Q Do you guys rent out a gigantic conference room
2 for this meeting or what?
3 A It's me against them.
4 Q All right. That's a big meeting. I can see why
5 you can't remember all the specifics.
6 A You don't know.
7 Q Let's go back to March 16th of 2005.
8 A I'm sorry. They know this part of it. I'm
9 sorry.
10 Q Pat Lee, Jan and Lynn, are they all Bowmans?
11 A Yes. No. Jan is a Hunter, and Lynn is an Asnip,
12 A-S-N-I-P.
13 Q Okay. Let's go back to March 16th, 2005. And if
14 you'd go to section D -- or it's actually section 2-D. If
15 you'll just refresh your memory by reading that.
16 A (Witness peruses document.) And I have read that.
17 Q There's a reference to an "I" in this. I mailed
18 him a key. I have since -- is that you?
19 A Norris Laffitte is the "I" there. Yes, that is
20 me.
21 Q Do you draft all of the family meeting minutes?
22 A Agendas, yes. This is an agenda. This is not --
23 Q Agenda?
24 A Yes.
25 Q Okay. Well, it says review of -- I see. Who

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1 does the meeting minutes?
2 A I think Wachovia Trust Department did these
3 minutes.
4 Q All right. Is this agenda drafted for every
5 family meeting?
6 A We meet twice a year. I send out agendas for the
7 tenant-in-common property, yes.
8 Q This is the only one I received, so I didn't know
9 if that was an unusual circumstance or you always send an
10 agenda. And so you do?
11 A I always do.
12 Q Okay. And do you receive the meeting minutes --
13 A -- I do receive them.
14 Q -- from Wachovia?
15 A Yes.
16 Q And those are done for every meeting, as well?
17 A Yes.
18 Q Now, let's go to section 2-D.
19 A Yes, sir.
20 Q It starts "Bluffton." Tell me what you remember
21 about this. Was this -- first of all, was this brought up
22 at the meeting?
23 A I put it on the agenda because I was informing
24 the family of my actions of -- that I had locked the gate.
25 Gene had called. I wrote my thoughts down there. How

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1 would the family like to proceed? As far as the plumbing
2 and electrical work, at that time we were talking about
3 renovating the cottage on our property.
4 Q Well, let's stick with D-1 for now.
5 A Okay.
6 Q You write in there, "Who owns it?" So is this --
7 at this time, you don't know who owns the dock? I'm
8 assuming "it" refers to the pier, correct?
9 A Yeah.
10 Q All right. So at this time, you don't know who
11 owns it?
12 A It was a question Gene had put to me on the
13 phone, and so that's typically how -- when I think, I write
14 it down and give it to the family.
15 Q Okay. So these are -- are these your thoughts or
16 Gene's thoughts, all these series of questions? Who owns
17 it? Who pays for --
18 A That's my -- those are my thoughts. That's how I
19 think. Yeah, my agenda. Not Gene's agenda.
20 Q All right. Did you bring up the discussion with
21 the family of who owns it?
22 A I did.
23 Q Okay. And what was -- tell me about that
24 discussion.
25 A I knew that I had the Corps of Engineers'

*Your
thoughts
about
remembering
Gene's
questions
or who
has documents
legal file*

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1 authorization for us to build the dock. I had notes of
2 the man who had built the dock. I had notes of the upkeep
3 we've had to the dock. I had tax records from Beaufort
4 County showing we paid taxes on the pier, pierhead and
5 gazebo, which is what they call the roof over the end of
6 the dock. I knew that the dock had been insured through
7 Wachovia's Trust Department. I don't think there was an
8 issue of who owned it. But as they said, "Tell Gene you
9 want the key back." And so I wrote Gene the letter,
10 "Please return the key."
11 Q You said you base it on an authorization from the
12 corps. Do you have that authorization?
13 A On paperwork that I've seen along with this
14 interrogatories and discoveries, a permit -- Lightsey
15 Brothers was authorized a permit 21 February 1961 to build
16 a dock.
17 Q Well, you never saw -- there's no actual
18 authorization, though, or was there?
19 A I mean, the Corps acknowledges that the Lightsey
20 family has the permit.
21 Q Was that acknowledgment in reference to the
22 application sent in by Eugene K. Cashman?
23 A I read a lot of paper. I can't remember where.
24 I've seen it referenced four or five different times. I
25 did call the Savannah District Office years ago and gave

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1 them a permit number. And they said, "Yeah, that's the
2 Lightsey permit. It's for Brighton Beach, Bluffton, South
3 Carolina." And those files were transferred to Charleston.
4 Charleston could not find anything on their microfiche.
5 Q And I'm sure you --
6 A They said it is a good permit number.
7 Q You probably don't have this memorized by heart,
8 but do you know where I can get the permit number?
9 A It's in --
10 Q Let me show you. Let me just pull what I have
11 that references the 1961 permit. I'm not sure if it's the
12 same thing you're referring to. Are these the documents
13 you're referring to?
14 A The existing dock was authorized by the Secretary
15 of Army in a permit to Lightsey Brothers, Miley, South
16 Carolina, dated February 21, 1961.
17 Q Okay. That's the document you --
18 A That is one of the documents.
19 Q -- presented at the family meeting?
20 A No. That is not the document I had. I don't
21 know. You added a word in there. I did not necessarily
22 present that document to the family meeting. I told them
23 I had paperwork. You know, I didn't give them anything.
24 MR. BERGLIND: Let's just go ahead and mark
25 this as Number 8.

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1 (WHEREUPON, a document was marked as
2 Plaintiff's Exhibit Number 8 for Identification to
3 the Laffitte Deposition.)
4 BY MR. BERGLIND:
5 Q Plaintiff's Exhibit 8 is a letter from the
6 Department of the Army to Mr. Cashman. It's also a letter
7 from Mr. Cashman to the district engineer with an attached
8 drawing of the dock.
9 A On that attachment, it says property owner,
10 Lightsey Brothers; proposed pier, Lightsey Brothers.
11 Q Okay. Thank you. Going back to the agenda, you
12 mentioned something about the taxes?
13 A The taxes?
14 Q Do you have any documentation to substantiate
15 that you paid -- that the Lightsey family paid the taxes?
16 A Yes.
17 Q And where did you get that from?
18 A The courthouse website. Both.
19 Q And it specifically discusses the pier, pierhead,
20 and gazebo on that?
21 A Yes.
22 Q Did you give a copy of that to Mr. Laughlin?
23 A Yes, I did.
24 MR. BERGLIND: I didn't see that in
25 discovery. I don't know if maybe I missed it or --

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1 I've been through it a couple times and I didn't see
2 it.
3 MR. LAUGHLIN: I'll check, but I think --
4 MR. BERGLIND: We can check the website, as
5 well.
6 MR. LAUGHLIN: I'll check. But I think what
7 he's talking about, though, and correct me if I'm
8 wrong, is just the page that comes up if you go on the
9 Beaufort County website for the assessor's office.
10 MR. BERGLIND: And it specifically
11 references the pier, the pierhead, and the gazebo?
12 WITNESS: (Tenders document to Mr.
13 Berglind.)
14 BY MR. BERGLIND:
15 Q Okay. As to the dock three, the pier, do you
16 know when that was constructed?
17 A I assume it was constructed in the early sixties.
18 Q So in this -- this states, and correct me if I'm
19 wrong, 1986. You started paying taxes on it?
20 A I don't know, but they updated it. I have no
21 idea what that means.
22 Q Okay. Do you know if you paid taxes prior to
23 1986?
24 A I have not looked at those records.
25 MR. BERGLIND: Just so I have a copy of it,

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1 let's just mark that as -- if it's all right to take
2 that copy and mark it as Exhibit Number 9.
3 (WHEREUPON, a document was marked as
4 Plaintiff's Exhibit Number 9 for Identification to
5 the Laffitte Deposition.)
6 BY MR. BERGLIND:
7 Q Okay. Going back to the agenda, the question is,
8 "How much value is taken away by allowing the Cashmans to
9 use our dock?" Did you guys -- did you discuss that with
10 your family? That question?
11 A I'm sure we did.
12 Q Did you come up with a figure?
13 A No, because it was our dock. It was their
14 decision. No, we did not come up with any figures.
15 Q All right. That's all I have for that exhibit.
16 A Okay.
17 MR. BERGLIND: Let's mark this as
18 Plaintiff's Exhibit Number 10.
19 (WHEREUPON, a document was marked as
20 Plaintiff's Exhibit Number 10 for Identification to
21 the Laffitte Deposition.)
22 BY MR. BERGLIND:
23 Q And this was provided to me from Mr. Laughlin.
24 Are you familiar with this document?
25 A Yes, I am.

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1 Q Okay. You drafted that document; correct?

2 A That is correct.

3 Q And you drafted it to get the key back from Mr.

4 Cashman that you had sent him prior to the family meeting?

5 A Correct.

6 Q There's some handwritten notes on the letter. Do

7 you know whose handwriting that is?

8 A That is my handwriting.

9 Q Okay. There's a statement that says, "I am not

10 at liberty to comment."

11 A That is correct.

12 Q What does that mean?

13 A When Gene called me and was asking me questions,

14 my response was, to Gene, "I am not at liberty to comment."

15 Q Okay. And you were jotting down, taking --

16 doodling somewhat?

17 A "Norris, can you tell me what's going on?"

18 "Gene, I'm not at liberty to comment."

19 Q So, at that time, you did not tell him that --

20 well, I guess you did in the letter. You told him that

21 they want exclusive use. Did you tell him that the family

22 thought they were entitled to exclusive use?

23 A "I am not at liberty to comment."

24 Q That's all you said?

25 A That's all I said, to the best of my

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1 recollection.

2 Q All right. Let's go to the next exhibit, which

3 will be Number 11.

4 (WHEREUPON, a document was marked as

5 Plaintiff's Exhibit Number 11 for Identification to

6 the Laffitte Deposition.)

7 BY MR. BERGLIND:

8 Q When did you first become aware that Mr. Cashman

9 had actually hired somebody to fix the floating dock?

10 A Probably in the conversation where he asked for a

11 key. That was in February of '05.

12 Q Okay. This will actually be part of Number 11,

13 as well. I believe that letter was attached to the letter

14 from Mr. Cashman; is that correct?

15 A It says on the matter, "I've enclosed a letter

16 she sent me this past summer."

17 Q Do you know Dianne Reynolds?

18 A I may have met Dianne Reynolds on the dock one

19 day, but whether it was Dianne -- no, I do not know Dianne

20 Reynolds, because there was a lady on the dock one day that

21 I asked, "What are you doing on the dock?" And she said,

22 "I have permission from the Lightseys to be on the dock."

23 And I said, "Which Lightseys?" And said, "Norris and

24 Oswald," and I -- excuse me. She could not come up with

25 the names. And so I said, "How about Norris and Oswald?"

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1 "Yeah, that's then." I said, "Well, they're dead. You

2 need to get off the dock."

3 Q Okay.

4 A And that was '02, '03, '04, '05. I don't know

5 which year it was.

6 Q Did she say she had permission from Norris and

7 Oswald and the Cashmans, or just Norris and Oswald?

8 A The part I remember is she had permission of the

9 Lightseys to be on the dock.

10 Q All right. Was this dock, dock number three --

11 to your knowledge, was it known as the Cashman-Lightsey

12 dock?

13 A No.

14 Q Have you ever heard of it referred to that way?

15 A In Gene's earlier testimony.

16 Q Before today.

17 A It was the Lightseys' dock.

18 Q Did the Cashmans ever ask, to your knowledge, the

19 Lightseys for permission to use the dock, dock number

20 three?

21 A I was not part of any of those conversations, no.

22 Q So, to your knowledge, they used the pier without

23 permission -- correct? -- from the Lightseys?

24 A Yeah. It was not discussed, that I know of.

25 Q Do you know why Dianne Reynolds would be writing

*a permission
to work
on dock.*

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1 the Cashmans asking for permission?

2 A Like I say, I've not -- I may have met her that

3 one day, but I don't -- no, I do not know. Her letter's

4 pretty self-explanatory. No. I don't know Dianne, so I

5 don't know why she wrote the Cashman family.

6 Q What about the floating dock that's located --

7 there's a floating dock -- correct me if I'm wrong. In the

8 1970s, Mr. Cashman's father, Eugene K. Cashman, constructed

9 a floating dock that was located on the east side of pier

10 three.

11 A Correct.

12 Q Tell me about the use -- your knowledge of the

13 use of that dock.

14 A The east floating dock was considered the

15 Cashmans' floating dock.

16 Q Okay. What about the west floating dock?

17 A The Lightseys' floating dock.

18 Q Okay. Did -- could anybody off the street just

19 walk onto the dock and use the floating docks?

20 A No. It was a privately-owned dock that people

21 weren't supposed to be trespassing on. It had a gate on

22 it. It had a "no trespassing" sign on it.

23 Q And when were those -- when was the "no

24 trespassing" sign placed on there? On the gate?

25 A I don't remember them ever not being there.

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1 Q Do you know who put the sign up?
2 A I know when I started using the place after I got
3 married, I put a couple of them up there. If they were in
4 disrepair, I'd put another one up there.
5 Q I hate to use this term, but with the family, are
6 you -- with that property, are you kind of the ringleader?
7 Do you do a lot of the work? I see your name more than
8 anybody else's name with regard to maintenance and upkeep,
9 and things like that. Would you consider yourself more in
10 tune with this property than anybody else in the family?
11 A Yes.
12 Q At this time?
13 A During -- yes. Yes.
14 MR. BERGLIND: This will be Number 12.
15 (WHEREUPON, a document was marked as
16 Plaintiff's Exhibit Number 12 for Identification to
17 the Laffitte Deposition.)
18 BY MR. BERGLIND:
19 Q This is a document I received --
20 MR. BERGLIND: Drew, this is number 13 on
21 the tab.
22 MR. LAUGHLIN: Thank you.
23 BY MR. BERGLIND:
24 Q Plaintiff's Exhibit 13 is a document I received
25 from Mr. Laughlin, and it's titled "Wealth Management Real

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1 Estate Services Inspection for Residential Properties."
2 Have you seen this document before?
3 A I saw this document being produced as part of the
4 interrogatories and discoveries.
5 Q Okay. These aren't the meeting minutes that
6 you're talking about, are they? These aren't the same
7 thing as the meeting --
8 A No, no, no, no. When you -- when this lawsuit
9 started, we prepared whatever y'all -- interrogatories and
10 discoveries between the two of us. And when I got a copy
11 of that paperwork that Drew prepared, and your responses,
12 is the first time I've ever seen this paperwork.
13 Q Okay. If you look to page number 2, it talks
14 about the Drawdys -- I hope I'm pronouncing that correctly
15 -- putting an offer on the house or the property for \$1.8
16 million.
17 A Correct.
18 Q But needed assurance regarding the dock.
19 A That's correct.
20 Q Tell me about that -- your knowledge about that.
21 A The Oswald Lightsey three girls do not have a
22 good relationship amongst themselves. In the discussions,
23 Lil Drawdy said she would buy the house if she could get
24 title to the land between Oyster Street and the high water
25 mark and title to the dock and clear title to our property,

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1 lots 1, 2, 3 and part of lot 4. "Lil, there's no such
2 thing as title to a dock and the land in front of the house
3 is common property. You can't get title to it." And that
4 was the discussion that was going on with that.
5 Q So no assurances were given to the Drawdys,
6 because you couldn't do it; correct?
7 A I'm --
8 Q Because of what you just stated?
9 A I'm dealing with a housewife that doesn't know
10 what she's talking about, and she definitively wanted a
11 title to a dock and title to common property, and there's
12 no such thing.
13 Q Um-hmm.
14 A That I've ever heard of.
15 Q All right. What was the first name of -- which
16 Drawdy was this?
17 A Lil.
18 Q Lil?
19 A Lillian Lightsey Drawdy is her full name. They
20 call her Lil.
21 Q What was her response when you told her you could
22 not get her clear title to the common property or the pier?
23 A She withdrew her offer.
24 Q That's all I have for Number 12.
25 MR. BERGLIND: This will be Plaintiff's

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1 Exhibit Number 13.
2 (WHEREUPON, a document was marked as
3 Plaintiff's Exhibit Number 13 for Identification to
4 the Laffitte Deposition.)
5 BY MR. BERGLIND:
6 Q This is Plaintiff's Exhibit Number 13. It's
7 titled "Alljoy Beach Preservation Committee, Bluffton,
8 South Carolina," and it's from Carolyn Smith. Have you
9 seen this document before?
10 A I have seen this document before.
11 Q Did you go to the meeting on October 9th, 2006?
12 A I did not.
13 Q Do you know anybody who did?
14 A Do not.
15 Q Okay. That's all I have for that. Do you
16 dispute that Mr. Cashman or the Cashman family provided
17 electricity to the dock starting sometime in the 1960s or
18 1970s?
19 A I don't know when it was started. I know when I
20 started using the place, there was an electrical line
21 running from the Cashmans' house to the dock.
22 Q And that was 1965?
23 A I was too young then. Put me at '83 on. Before
24 that, I was --
25 Q What about -- same question with regard to the

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1 water.
2 A I really don't remember the water. I don't
3 dispute Gene's earlier testimony, but I know that I ran the
4 present black line pipe out there sometime after '83 when I
5 started using the place, and I put the sink out on the end
6 of the dock.
7 Q And when was that?
8 A Sometime after '83. I got married in December of
9 '83. Probably '85, '86, '87. Somewhere along -- in one of
10 those summers, I put that waterline down on the dock down
11 there.
12 Q Okay. And where did the waterline begin and
13 where did it end?
14 A The waterline runs from the outside shower of
15 the Lightsey cottage underground, through the drain pipe,
16 through the ditch and under the dock -- copper stringers.
17 Q Prior to you putting that water access in, was
18 there other water -- was there another line prior to that
19 for running water?
20 A I really don't remember it. I don't doubt Gene
21 at all saying it was there, because I know Gene at one time
22 tied water from his house into the line that I had run. He
23 tied it at the drainpipe. Cutoff valves on his line and
24 cutoff valves on our line, so we wouldn't be stealing water
25 from each other and running the pump dry.

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1 Q What about -- to your knowledge, between '65 and
2 '72 -- whatever you remember back there in '83 to '98, to
3 your knowledge, who repaired the dock? Who maintained the
4 dock and who repaired it?
5 A The Lightsey family took care of the pier,
6 pierhead, gazebo, west side ramp, west side floating dock.
7 Q Okay. And the Cashmans -- it's your testimony
8 the Cashmans didn't do any repairs to those areas?
9 A I am unfamiliar with the Cashmans repairing that.
10 Q Who did the repairs to the east side floating
11 dock?
12 A That was the Cashmans' ramp and the Cashmans'
13 dock and the Cashmans' pilings over there, so the Cashmans
14 did their repair.
15 Q Let me ask you this, and you'll probably think
16 this is a stupid question. How did the Cashmans get to
17 their floating dock?
18 A Down the Lightsey pier and pierhead.
19 Q So they used that pierhead to get to the floating
20 dock?
21 A That is correct. Or by boat.
22 Q But there's no other access except for boat,
23 swim. Maybe you could fit a helicopter down there. I
24 don't know, out --
25 MR. CASHMAN: We hadn't tried that.

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1 MR. BERGLIND: Okay. Mark this as
2 Plaintiff's Exhibit 14.
3 (WHEREUPON, a document was marked as
4 Plaintiff's Exhibit Number 14 for Identification to
5 the Laffitte Deposition.)
6 BY MR. BERGLIND:
7 Q This is Plaintiff's Exhibit 14. Did you prepare
8 that document?
9 A Yes, I did.
10 Q Okay. And why did you draft that?
11 A I keep up with a lot of costs. This is one of
12 the costs I keep up with.
13 Q Did you draft this in response to this
14 litigation, or is this something from your files?
15 A I know I updated it for this litigation, but I
16 may have had in my computer before then.
17 Q Can you -- go ahead.
18 A Yeah. The family's always -- when I use the
19 place, I pay the expenses. More and more families started
20 using it, and other families didn't use it. "Why are you
21 spending my money? What are you spending my money on?" I
22 can hear the family meeting. I can name off the specific
23 person. They're going to read this transcript, so -- I
24 would keep the costs down as much as I could. "What have
25 you spent at Bluffton?" "Here's what I've spent at

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1 Bluffton."
2 Q I mean, isn't that --
3 A It's sad.
4 Q -- the basis for excluding the Cashmans from the
5 dock? Does it come down to the house is worth more, the
6 property's worth more?
7 A I was in another zone. Repeat your question,
8 please.
9 Q Well, it kind of goes along those lines. I mean,
10 the reason the Cashman family has been excluded and the
11 reason the Lightsey family has asserted their exclusive
12 right to this dock, doesn't it come down to -- the reason
13 it was done was because it would increase the value of that
14 piece of property?
15 A Well, there was a liability issue on the dock,
16 with people going on the dock. There was a liability issue
17 with the Cashmans' floating dock and ramp gone -- an
18 opening on that side of that pierhead. And then I'm sure
19 it comes down to there's a value in having exclusive use of
20 the dock they built.
21 Q So it's your testimony today that from 1965,
22 whenever you were on the dock, it was your -- it's your
23 testimony that the Cashman family did use it on a regular
24 basis; correct?
25 A They used -- the Cashman family used the dock

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1 when they were down at their house.
2 Q But they never asked, to your knowledge,
3 permission to use the dock; correct?
4 A I can't say we saw each other a whole lot, but
5 that was not ever part of the discussion.
6 Q It was never brought up -- right? -- because they
7 could just -- if the Cashmans wanted to use it, they could
8 use it; correct?
9 A That is correct.
10 Q Who is Will McMaster?
11 A He's married to my sister Beth.
12 Q Okay. Do you have an address for him?
13 A Perry Court 4632, Perry, P-E-R-R-Y, Court,
14 Columbia, 29906.
15 Q Okay. In the responses I received from Mr.
16 Laughlin, there's a statement that -- from Will McMaster
17 that Eugene K. Cashman, Mr. Cashman's father, had stated to
18 him something to the effect of he wished that was his dock,
19 or something like that. Do you have any knowledge of that
20 statement?
21 A Will has told me of that story.
22 Q Okay. Tell me about that story.
23 A On an occasion, Will and Mr. Cashman were talking
24 in the street, and Mr. Cashman told Will that he would love
25 to find a way to have ownership, part ownership, of that

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1 dock.
2 Q And where was this? You said it was on the
3 street.
4 A In the street in between our house and the dock.
5 Q Okay. Do you know when this was?
6 A I do not.
7 Q Do you know if anybody else was there?
8 A I do not.
9 Q All right. Who is Billy Ware?
10 A Billy Ware is married to Claudia Lightsey Ware.
11 Q And it's my understanding that he, from -- again,
12 from the interrogatories I received, that he disconnected
13 the electricity. Do you know about that?
14 A Yes, I do.
15 Q Why did he disconnect the electricity? Well,
16 first, when? Do you know when he did it?
17 A In the fall of '07.
18 Q Do you know why he did it?
19 A Because he started using the house and needed
20 electricity to the dock, and he severed the line at the
21 foot of the dock that was coming from Gene's house to our
22 dock, put in a junction box, so he could plug in power from
23 our house and have power on the dock.
24 Q All right. Except for your discussions with Mr.
25 Laughlin, who did you discuss this deposition with? In

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1 preparing for this deposition, who did you talk to?
2 A I'm on my own.
3 Q Just --
4 A Nobody. Excuse me. Randy Fisher and I, with the
5 bank, have talked about some of the documentation maybe. I
6 want to say I haven't talked to anybody. My wife. But as
7 far as substantive information to add to this, no.
8 Q Anybody else?
9 A No.
10 Q There was a recent family meeting -- correct? --
11 that lasted quite a long time?
12 A (No response.)
13 Q Was this discussed at that meeting? This
14 litigation? Any part of this litigation, was that
15 discussed?
16 A As I was reading through the agenda and I get to
17 -- I go through the properties that we have and we talk
18 about them. When I got to Bluffton, I said I'd be in
19 depositions down here today, and that was it.
20 Q Nobody asked you about them?
21 A I mean, what were they going to ask? No.
22 Q Did they -- did you have any discussion about the
23 pier at all?
24 A No.
25 Q And when was that meeting?

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1 A Two days ago.
2 Q Two days ago? Have you provided Mr. Laughlin
3 with all the agendas and meeting minutes that reference the
4 dock?
5 A No.
6 Q No?
7 A (Witness shakes head; no verbal response.)
8 Q Can you do that? Can I get a copy of those?
9 A I'd be more than happy to do it, but it's a
10 matter of -- yeah, I'll do that. Where's the other one we
11 had? Do we have one other? It's going to be Clubhouse,
12 Oak Point, Smithfield, Bluffton -- just like that. It's
13 going to have the status of the lawsuit.
14 Q That's fine. I just want -- and the meeting
15 minutes, as well.
16 A Okay.
17 Q Anything that -- I don't care about -- honestly,
18 I don't really care about the other stuff. Just anything
19 that references the lawsuit, or the pier, or that piece of
20 property located on 31 Oyster Street.
21 A Okay.
22 Q All right. Going back, it seems like your
23 recollection of this period -- of the pier begins back in
24 '63. Do you -- and I hate to ask you this again, but do
25 you have any knowledge of any handshake agreements

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1 regarding pier number one, two, or three between the
2 Cashmans and the Lightseys?
3 A No, I do not.
4 Q In your opinion, who owns the pier?
5 A The Lightsey family.
6 Q Who owns the floating dock on the east side of
7 that pier?
8 A There's not a dock, a floating dock, on the east
9 side of that pier.
10 Q Okay. Prior to its destruction sometime in, I
11 believe -- correct me if I'm wrong -- sometime in 2004,
12 2005, who owned that floating dock?
13 A The Cashmans.
14 Q And the floating dock on the west side?
15 A The Lightseys.
16 Q And Mr. Cashman attempted to repair that dock;
17 correct?
18 A In Exhibit 11, he states, "I had, as I told you,
19 been in pursuit of a firm to repair the dock for more than
20 six months."
21 Q And he could not do that because the gate was
22 locked; correct?
23 A Yes.
24 Q Or he was denied access?
25 A Yes. Yes.

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1 MR. BERGLIND: Give me one second.
2 WITNESS: Okay.
3 (Brief recess.)
4 BY MR. BERGLIND:
5 Q Have the -- to your knowledge, has the Lightsey
6 family -- have they been in any other property disputes
7 that have gone into litigation, meaning there was a summons
8 and complaint filed?
9 A Oh. I do not know of any of that ever, no.
10 MR. BERGLIND: That's all I have. Thank
11 you. I appreciate your time in coming in here. Oh,
12 one more thing.
13 BY MR. BERGLIND:
14 Q In this subpoena, it was requested that you bring
15 any documentation that you haven't otherwise provided to
16 Mr. Laughlin. Did you bring anything else? It requests
17 any and all documents in your possession relating to the
18 ownership of the pier located across the street from 31
19 Oyster Street and ownership of the floating docks connected
20 to said pier. Let's just go back on the record.
21 A I provided those documents somewhere to Drew.
22 That's the GIS data map showing the property, showing the
23 ownership of 13 Oyster Street, being to the Cashmans, with
24 no dock on that one; 19 Oyster Street with no dock on that
25 tax notice; and 35 Oyster Street with no dock taxes on that

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1 notice. That's just another plat drawing. That's just my
2 notes.
3 Q All right. These are in response to the
4 subpoena?
5 A I had given those documents to Drew the first day
6 I met him, but I --
7 Q Let's make this easy. Is there anything else --
8 is there anything that you've not given Drew that pertain
9 to ownership of the pier and floating docks?
10 A You asked today for some minutes that I didn't
11 know I was supposed to bring.
12 Q That's okay. But besides those?
13 A No.
14 MR. BERGLIND: Can we just make that into an
15 exhibit? Is that all right with you?
16 MR. LAUGHLIN: We'll need those back if you
17 do. I'll copy them and you can use the copies.
18 WITNESS: Yeah. I like keeping a copy of my
19 stuff.
20 COURT REPORTER: Do you want them marked
21 separately or as one collective exhibit?
22 MR. BERGLIND: Just make it one exhibit.
23 (WHEREUPON, a group of documents were marked
24 collectively as Plaintiff's Exhibit Number 15 for
25 Identification to the Laffitte Deposition.)

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1 MR. BERGLIND: Thank you.
2 MR. LAUGHLIN: I have no questions.
3 (WHEREUPON, this deposition was concluded at
4 approximately 12:57.)

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1 STATE OF SOUTH CAROLINA
2 COUNTY OF BEAUFORT
3
4

5 CERTIFICATE OF COURT REPORTER
6
7

8 I, Matthew Hazen Anderson, Court Reporter and Notary
9 Public in and for the State of South Carolina, do hereby
10 certify that the foregoing fifty-six (56) pages of
11 typewritten testimony were taken down by me, and then
12 transcribed by me; that the same is a true, correct and
13 complete transcript of the proceedings as stated in the
14 caption.

15 I further certify that I am not of kin nor counsel to
16 any of the parties hereto, and, further, that I have no
17 interest whatsoever in the outcome of said proceedings.

18 IN WITNESS WHEREOF, I have hereunto set my hand and
19 seal this 20th day of March, 2010.
20
21

22
23 NOTARY PUBLIC FOR SOUTH CAROLINA
24 My Commission Expires
25 April 26, 2011

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Deposition of NORRIS LIGHTSEY LAFFITTE taken March 12, 2010

DEPOSITION OF NICKOLAS KENNEDY

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Thos. O. Lawton & O.E. Ulmer
Marie V. & Alma S. Farmer
Ray (now deceased), (2) J.W. Obisole, (3) Florida O. Sexton, (4) William Colcock (who has recently conveyed his lot unto E.B. McGowan), (5) Mary O. Salley, (6) Percy H. All, (7) Marie W. Farmer, (8) Alma S. Farmer, (9) Fred H. All, (10) J. C. Richardson, (11) W.R. Davis, (12) Ross H. Riley, (13) J.B. Rowe (who has recently conveyed his lot unto Mrs. Arthur M. Kennedy), (14) J.H. Bookter, (15) William Colcock, (16) Mrs. Lawrence Rhodes, (17) D.R. Bush, (18) Kenneth Ramsey, (19) C.W. Howard, (20) C.H. Hudson, (21) Mrs. Lawrence Rhodes, (22) D.R. Bush, (23) Kenneth Ramsey, and (24) Jack Kerts, Kenneth Ramsey, and Jeter Rhodes, as will more fully appear by reference to the records of the office of the Clerk of Court and Register of Deeds Conveyances of said Beaufort County;

And Whereas, between the High Water Mark of said May River and the Southern (front) property (or boundary) line of the lots now owned by the Estate of O.B. Ray, deceased (whose lot is unnumbered upon the Map or Plat hereinafter first referred to), and by the said J.W. Obisole, Florida O. Sexton, E.B. McGowan, Mary O. Salley, Percy H. All, Marie W. Farmer, Alma S. Farmer, Fred H. All and J.C. Richardson, (whose lots are numbered upon the Map hereinafter first referred to from 29 to 40, both inclusive), We, the said Thos. O. Lawton and O.E. Ulmer, are now, and were, at the time said lots were sold and conveyed by us, seized in fee and possessed of a strip of land approximately sixty (60) feet in depth, and approximately four hundred and sixty-seven and five-tenths (467.5) feet in length, (the same beginning at a point approximately forty-five feet West of the extreme Western boundary line of Lorton Drive-- a street twenty-five feet in width-- and extending in an Eastern direction across the entire frontage of said lot of the Estate of O.B. Ray, across said Mullet Street to its extreme Eastern boundary line, as will more fully appear by reference unto a Map of Property of Thos. O. Lawton & O.E. Ulmer on the May River near Bluffton, Beaufort County, S.C. surveyed and sub-divided by Tomlinson Engineering Company of Columbia, S.C. February 15th, 1923, U.A. Emerson, Engr;

And Whereas, all of the lots now owned by the persons and Estates named in the first paragraph of this instrument were sold and conveyed by us, the said Thos. O. Lawton and O.E. Ulmer, in accordance with, and by reference to, the Map or Plat mentioned in the concluding clause of the second paragraph of this instrument, (and a few of said lots were also sold and conveyed by us in accordance with, and by reference to, a later and additional Plat or Map of "Brighton Beach", made for us by Jas. C. Covington, O.E., of Columbia, S.C. on Jan. 2nd, 1926); and upon verbal assurances made by us at the times of the respective sales that it was the intention, purpose and design of us, the said Thos. O. Lawton and O.E. Ulmer, that we, and our heirs, should forever stand seized and possessed of, and that we, and our heirs, should forever hold, the said strip of land (approximately 60 feet in depth by approximately 467.5 feet in length) IN TRUST for the common use and benefit of all present and/or future owners of lots in our said sub-division at "Brighton Beach", upon the terms and conditions hereinafter set forth; and that we would dedicate to the common use and benefit of all said lot owners, present and future, all streets, ways and drives named and/or shown and delineated upon both of said Plats or Maps hereinabove mentioned and referred to, upon the terms and conditions hereinafter set forth;

And Whereas, at the time of the sale of each of the said lots heretofore conveyed by us unto the persons named in the first paragraph of this instrument, it was understood and agreed by and between said purchasers and us, the said Thos. O. Lawton and O.E. Ulmer, that no portion of said strip of land (approximately 60 feet in depth by approximately 467.5 feet in length), so situate and lying between the High Water Mark of May River and the front (Southern) property line of the lots now owned by the persons and Estates named in the second paragraph of this instrument, should ever be sold or conveyed by us, or by our heirs, EXCEPT to a Trustee IN TRUST for the common use and benefit of all present and/or future owners of lots in our said subdivisions; that said strip of land should always and forever remain open, unimproved and unobstructed in any manner whatsoever, EXCEPT as hereinafter provided for; that no houses, buildings, or structures (of any size or shape whatsoever) should ever be erected, constructed, built or placed upon said strip of land; that all present and/or future owners of lots in our said sub-divisions at "Brighton Beach" should have at all times, both now and in the future forever, SO LONG as any of said lots should be used for residential purposes, a full, free, complete, unobstructed and unimpeded access to and from said May River; and to and from its waters and beach, over, along and across the entire length (467.5 feet) and depth (60 feet) of said strip of land for the purpose of swimming, boating, fishing, hunting, and all other like pleasures and purposes; and particularly that all present and/or future owners of lots lying adjacent to, and fronting immediately upon, said strip of land should have at all times, both now and in the future forever, SO LONG as any of said lots should be used for residential purposes, a full, free, complete, unobstructed and unimpeded view of said May River; EXCEPT as hereinafter provided, and a full, free, complete, unobstructed and unimpeded flow of air, wind and breeze from said May River, over, across and along the entire length and depth of said strip of land;

And Whereas, although such has always been our intention, understanding, and agreement with the owners of lots in our said subdivisions, no instrument of writing to protect said lot owners, or perpetually dedicating to them the rights and privileges hereinabove recited, has ever been executed by us;

And Whereas we, the said Thos. O. Lawton and O.E. Ulmer, are now desirous, by these Presents, so to protect all existing and/or future owners of lots in our said subdivisions as well as those lot owners in said 66 acre tract;

And Whereas we, the said Thos. O. Lawton and O.E. Ulmer, are also seized in fee and possessed of a narrow strip of land at the entrance to "Brighton Beach" lying between Oyster Street and the High Water Mark of May River, and conveyed by us to the said J.C. Covington, O.E., on Jan. 2nd, 1926, and which said strip of land is the property line between said strip of land and a larger tract of land (which said ditch is the property line between said strip of land and a larger tract of land owned individually by the said Thos. O. Lawton), and thence along said ditch (and between Oyster Street and such use of which for pleasure purposes by all present and/or future owners of lots in our said subdivisions as well as in the 66 acre tract owned by Thos. O. Lawton and O.E. Ulmer of lots in our said subdivisions) had the same understanding and agreement as that hereinabove recited, and as to which we have always had the same intention, purpose and design as that hereinbefore recited;

And Whereas we, the said Thos. O. Lawton and O.E. Ulmer, are likewise seized in fee and possessed of still a third strip of land twenty-five (25) feet in width, lying between Mullet Street and the High Water Mark of May River, beginning at the extreme Southern terminus of said Mullet Street, where the same intersects what is popularly known as "May River Drive" (though the latter is not actually delineated or designated upon either of the Maps hereinbefore mentioned and referred to), at a point twenty-five (25) feet East of the South-Eastern corner of Lot Number 40 (as shown on Map of Tomlinson Engineering Company, dated February 15th, 1923, hereinabove first referred to) and extending along

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6869-168-008 OVE

thence along said Lot Number 109 in a southeasterly direction, across Croaker Street, to and along Lot Number 127 to its Southern, front corner, thence along the fronts of Lots Numbers 127, 128, 129 and 130 to the corner of Lot Number 131 at Drum Street, thence in a slightly Southeastern direction across said Drum Street and along side of Lot Number 132 to its Southern, front corner, thence along the front of Lots Numbers 132, 133, 134, across Drum Street, in a slightly Northwesterly direction, and along the front of Lots Numbers 136 and 137, and across Croaker Street to a point where the latter intersects Sailor's Choloos Street, and thence along said Sailor's Choloos Street in an almost Westernly direction, to the extreme North-Western corner of Lot Number Sixty-One (61), to a point where said Sailor's Choloos Street intersects Lawton Drive, as to the common use of which is agreed upon the two Plates or Maps heretofore mentioned and referred to) at "Brighton Beach" in Beaufort County, South Carolina, as well as in the 64 acre tract of Thos. O. Lawton above mentioned, we have always had the same understanding and agreement as that hereinabove recited as to the first strip of land heretofore mentioned in the second paragraph of this instrument, and as to which we have always had the same intention, purpose and design as that hereinbefore recited; and Whereas, we, the said Thos. O. Lawton and O.E. Ulmer, do now desire, by these Presents, so to protect all present and/or future owners of lots in our said sub-divisions as well as in the 64 acre tract of Thos. O. Lawton above mentioned, in the exercise of the rights and privileges hereinbefore mentioned, and so to covenant and agree with them, in writing, that they may be perpetually assured of the enjoyment of such rights and privileges in all three (3) of the strips of land hereinabove mentioned and described;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, Thos. O. Lawton and O.E. Ulmer, upon the terms and conditions hereinafter named, and for and in consideration of the sum of One (\$1.00) Dollar to each of us in hand paid, at and before the sealing of these Presents, by Marie W. Farmer and Alma S. Farmer, both of the town and county of Allendale, in the State aforesaid, (the payment and receipt whereof is hereby acknowledged by each of us to have been made for and on behalf of the said Marie W. Farmer and Alma S. Farmer, their heirs and assigns, and for and on behalf of all other present and/or future owners of lots in our said sub-division at "Brighton Beach" their heirs and assigns), including the covenants and agree, with the said Marie W. Farmer and Alma S. Farmer, on behalf of themselves and said sub-divisions, their heirs and assigns, including the said Thos. O. Lawton, his heirs and assigns, that we, the said Thos. O. Lawton and O.E. Ulmer, and our respective heirs after our death, respectively, shall forever stand seized and possessed of, and that we, and our heirs, shall forever hold, the said three (3) strips of land hereinbefore particularly mentioned and described in Paragraphs Two, Seven and Eight IN TRUST for the common use and benefit of the said Marie W. Farmer and Alma S. Farmer, their heirs and assigns, and IN TRUST for the common use and benefit of all other present and/or future owners of lots in our said sub-divisions at "Brighton Beach", including the said Thos. O. Lawton, his heirs and assigns, UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH; that we and our heirs, shall likewise forever hold all streets, ways and drives named and/or shown upon both of the Plates or Maps heretofore mentioned and referred to and lying South of Fourth Street and Sailor's Choloos Street, IN TRUST for the common use and benefit of said Lot Owners, UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH; that neither of us, nor any of our heirs, shall ever sell and/or convey unto any person, firm, association, or corporation whatsoever, either of said three (3) strips of land hereinabove mentioned, and particularly described in Paragraphs Two, Seven and Eight hereof, or any portion of either of said strips of land; that said three (3) strips of land shall always and forever remain open, unimproved and unobstructed in any manner whatsoever, EXCEPT as hereinafter provided for; that no houses, buildings, or structures, of any size or shape, whatsoever, shall ever be erected, non-erected, built or placed upon either of said strips of land; or upon any portion of either of them; that the said Marie W. Farmer and Alma S. Farmer, their heirs and assigns, and all other present and/or future owners of lots in the said sub-divisions hereinabove mentioned, their heirs and assigns, including the said Thos. O. Lawton, his heirs and assigns shall have at all times, both now in in the future; SO LONG AS any of said lots shall be used for vacation, residential purposes, full, free, complete, unobstructed and unimpeded access to and from said May River, and to and from its waters and beaches, over, along and across the entire length and depth of each and every of said three (3) strips of land for the purpose of swimming, boating, fishing, hunting, and all other like pleasures and purposes; and particularly that the said Marie W. Farmer and Alma S. Farmer, their heirs and assigns, and all other present and/or future owners of lots lying adjacent to, and fronting and abutting immediately upon, said three (3) strips of land hereinbefore particularly described in paragraphs Two, Seven and Eight including the said Thos. O. Lawton, his heirs and assigns shall have at all times, both now and in the future forever, SO LONG AS any of said lots shall be used for vacation, residential purposes, a full, free, complete, unobstructed and unimpeded flow of air, wind and breeze from said May River over, across and along the entire length and depth of each and every of said three (3) strips of land, TO ALL OF WHICH we, the said Thos. O. Lawton and O.E. Ulmer, do covenant and agree, and to the faithful performance of which we do hereby bind ourselves, and our heirs, Executors and Administrators forever, SUBJECT ONLY to the following terms, conditions and limitations, namely:

- (1) That no sewage shall ever be dumped, placed or discharged in any manner whatsoever into the waters of said May River by any of the present and/or future owners of lots in our said sub-divisions at "Brighton Beach", or by any agent, servant or employee of any of said Lot Owners; or by
- (2) That, if so desired, shade and ornamental trees and shrubbery may be planted upon said three (3) strips of land;
- (3) That, should it ever become necessary or desirable to place water mains and/or sewer pipes in the streets, ways and drives of "Brighton Beach", the same may be done, PROVIDED, HOWEVER, that no sewage disposal shall ever be dumped, placed or discharged into said May River;
- (4) That, should it ever become necessary or desirable to erect telephone and/or telegraph lines at "Brighton Beach", the streets, ways and drives thereof may be subjected to a reasonable use for such purposes;
- (5) That, should it ever become necessary or desirable to erect electric light and/or power lines at "Brighton Beach", the streets, ways and drives of our sub-divisions may be subjected to a reasonable use for such purposes;
- (6) That, should it ever become necessary or desirable to use either artificial or natural gas at "Brighton Beach", the streets, ways and drives of our said sub-divisions may be subjected to a reasonable use for such purposes;
- (7) That, should it ever become necessary or desirable, in the interest of a complete enjoyment and use of the strip of land first hereinabove described by the owners of lots in our said sub-divisions, to close the drive-way commonly called May River Drive, from Lawton Drive, on the West, to Mullin Street, on the East, a distance of 372.5 feet, the same may be done, to the end that vehicular traffic shall not impair, impede or obstruct the free and common use of said strip of land by persons.

IN WITNESS WHEREOF, we, the said Thos. O. Lawton and O.E. Ulmer, have hereunto subscribed our names and affixed our seals at Bluffton, South Carolina, this 31 day of August, A.D. 1931.

Wm. H. Rodgers Deputy U.C.C.P.

T. B. Moore died intestate in 1912, leaving his brothers, Alfred Moore, Andrew E. Moore and

Post Office Box 710.

September 9th, 1944.

To District Engineer,
Savannah, Ga.

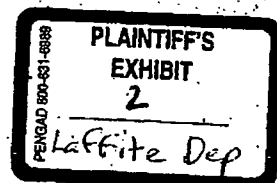
Dear Sir:

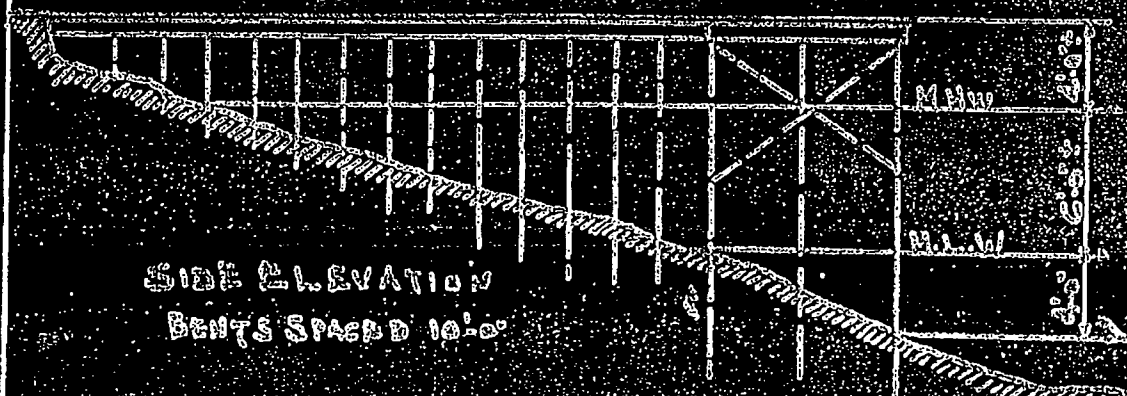
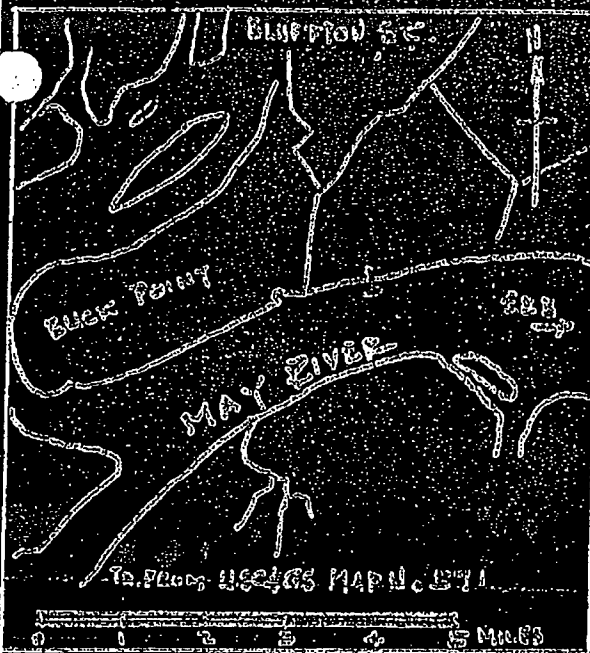
We request permission to build a wharf on the Savannah River, about
one-half mile upstream from the city of Savannah, Ga.

Mr. T. C. Barton owns the land in front of which this wharf
will be located, for which we have his permission to build same.

Yours very truly,

J. O. Gorman,
G. Ray Carter.





PROPOSED WHARF
ON MAY RIVER, NEAR BUFFTON, S.C.
APPLICATION BY J.O. CASHMAN.
SEPT. 10, 1921

WAR DEPARTMENT

NOTE.—It is to be understood that this instrument does not give any property rights either in real estate or in any exclusive privileges; and that it does not authorize any injury to private property or invasion of private rights, any infringement of Federal, State, or local laws or regulations, nor does it obviate the necessity of obtaining State assent to the work authorized. IT MERELY EXPRESSES THE ASSENT OF THE FEDERAL GOVERNMENT SO FAR AS CONCERNS THE PUBLIC RIGHTS OF NAVIGATION. (See *Cummings v. Chicago*, 188 U. S., 410.) 10-18108

PERMIT

8-2/875

United States Engineer Office
Division Engineer, South Atlantic Div
Richmond, Va., September 29, 1941

Mr. J. O. Cashman,
P. O. Box 710,
Savannah, Georgia.

Dear Sir:

Referring to written request dated September 9, 1941,

I have to inform you that, upon the recommendation of the [REDACTED] and under the provisions of Section 10 of the Act of Congress approved March 3, 1899, entitled "An act making appropriations for the construction, repair, and preservation of certain public works on rivers and harbors, and for other purposes," you are hereby authorized by the Secretary of War, to construct a wharf,

(Here describe the proposed structure or work.)

in May River, northerly bank,

(Here to be named the river, harbor, or waterway concerned.)

near Bluffton, South Carolina,

(Here to be named the harbor, river, or waterway, and the distance in miles and tenths from some definite point in the same, giving whether above or below or giving direction by points of compass.)

in accordance with the plans shown on the drawing attached hereto marked "Proposed
(Or drawings; give file number or other definite identification marks.)

Wharf on May River, near Bluffton, S. C. Application by J. O. Cashman. Sept. 10, 1941,"

subject to the following conditions:



(a) That the work shall be subject to the supervision and approval of the District Engineer, Engineer Department at Large, in charge of the locality, who may temporarily suspend the work at any time, if in his judgment, the interests of navigation so require.

(b) That any material dredged in the prosecution of the work herein authorized shall be removed evenly, and no large refuse piles, ridges across the bed of the waterway, or deep holes that may have a tendency to cause injury to navigable channels or to the banks of the waterway shall be left. If any pipe, wire, or cable hereby authorized is laid in a trench, the formation of permanent ridges across the bed of the waterway shall be avoided and the back filling shall be so done as not to increase the cost of future dredging for navigation. Any material to be deposited or dumped under this authorization, either in the waterway or on shore above high-water mark, shall be deposited or dumped at the locality shown on the drawing hereto attached, and, if so prescribed thereon, within or behind a good and substantial bulkhead or bulkheads, such as will prevent escape of the material into the waterway. If the material is to be deposited in the harbor of New York, or in the adjacent or tributary waters, or in Long Island Sound, a permit therefor must be previously obtained from the Supervisor of New York Harbor, Army Building, New York City.

(c) That there shall be no unreasonable interference with navigation by the work herein authorized.

(d) That if inspections or any other operations by the United States are necessary in the interests of navigation, all expenses connected therewith shall be borne by the permittee.

(e) That no attempt shall be made by the permittee or the owner to forbid the full and free use by the public of all navigable waters at or adjacent to the work or structure.

(f) That if future operations by the United States require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Secretary of War, it shall cause unreasonable obstruction to the free navigation of said water, the owner will be required, upon due notice from the Secretary of War, to remove or alter the structure or work, or to alter the position thereof, without expense to the United States, so as to render navigation reasonable. In the event of the suspension or revocation of this permit, the structure, fill, excavation, or other work herein authorized shall be removed, or altered, or the position thereof shall be changed, without expense to the United States, and all or any portion thereof shall be removed, or altered, or the position thereof shall be changed, without expense to the United States, and no claim shall be made against the United States for any damage or injury to the structure or work, or to the watercourse. No claim shall be made against the United States for any damage or injury to the structure or work, or to the watercourse.

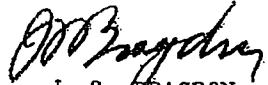
(g) That the United States shall in no case be liable for any damage or injury to the structure or work, or to the watercourse, or to the navigation, or to the improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

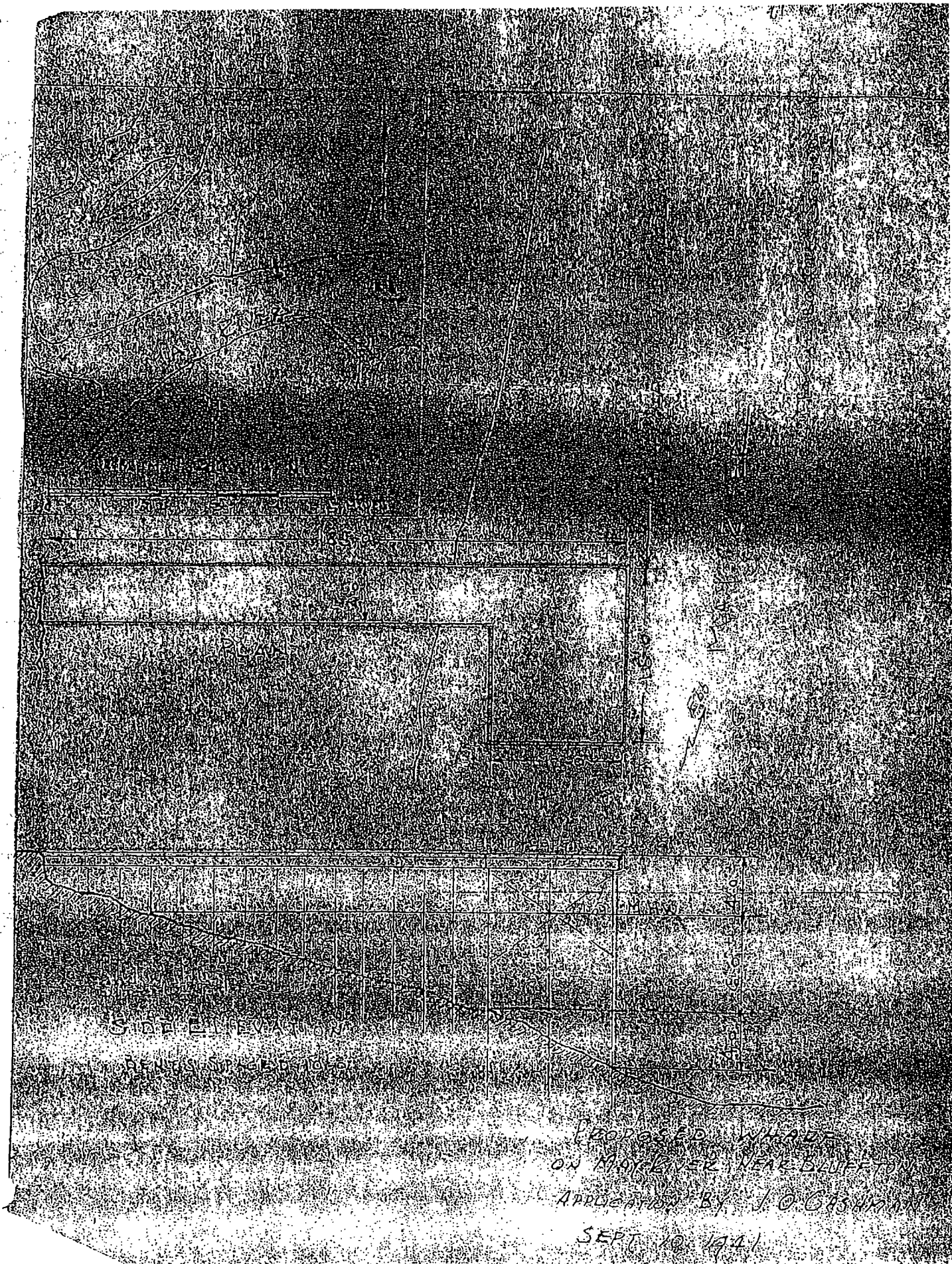
(h) That if the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the U. S. Coast Guard, shall be installed and maintained by and at the expense of the owner.

(i) That the permittee shall notify the said district engineer at what time the work will be commenced, and as far in advance of the time of commencement as the said district engineer may specify, and shall also notify him promptly, in writing, of the commencement of work, suspension of work, if for a period of more than one week, resumption of work, and its completion.

(j) That if the structure or work herein authorized is not completed on or before the 31st day of December, 1911, this permit, if not previously revoked or specifically extended, shall cease and be null and void.

By authority of the Secretary of War:


J. S. BRAGDON,
Colonel, Corps of Engineers,
Division Engineer.



62/119 100

in the **REMARKS** For and in

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San E. Buckner, JR.

AND, we do wish that ourselves and our
 defined all and singular the said persons upon the said San E. Buckner, his
 (him and another against us our
 (any) disturbance in doing the same, or any part thereof, and against every person whosoever.
 WITNESSE our hands and seal this 18th day of August
 also bearing date the twenty fourth day of the month of August 189th
 Governor and Lieutenant of the United States of America.

Edward F. Colebrook (21.00 S.C.Steps.)	Bessie H. Canham	
Julia W. Colebrook (\$0.55 U.S.Steps.)	J.O. Canham	11, N. 11

THE STATE OF SOUTH CAROLINA }
 Beaufort County }
 vs. }
 the within named }
 their heirs and assigns }
 24th day of }
 1944 }
 (Seal) Chas. J. Colcock (L.S.) }
 Notary Public of S.C. }

Two wells appeared before us, Julia V. Colcock and Chas. J. Colcock, who are the heirs and assigns of the within named Estate of W. Cashman and J.C. Cashman, deceased. The execution thereof was taken before us this 24th day of August, 1944.

Julia V. Colcock
 Chas. J. Colcock

THIS STATE OF SOUTH CAROLINA,
Beaufort }
Chas. J. Colcock H. P., S. C. }
Bessie M. Cashman }
Do hereby certify that all whom
I have examined that Mrs. Bessie M. Cashman
did this day appear before me, and was personally examined by me, and declare if she does freely, voluntarily and without any compulsion, direct or indirect of any
person or persons whatsoever, insurance, release and forever relinquish unto the within named
Helen and Annie, all her interest and estate, and also all her right and claim of them of, in or to all and singular the tenements within mentioned and referred.
Given under my hand and seal this _____ day of _____
A. D. 19____
(Seal) Chas. J. Colcock
Notary Public, South Carolina, My Commission Expires at the Pleasure of the Governor.
Recorded and certified this _____ day of _____
17 _____

PLAINTIFF'S
EXHIBIT.
A
Laffitte Dep.

63/392

for and
Three hundred fifty & 00/100 (\$350.00)
Helen J. Carter, of Walterboro, South Carolina,

IT IS FURTHER UNDERSTOOD AND AGREED that at no time shall the property herein conveyed be sold to anyone of African descent; and should such sale be consummated, the fee herein shall revert to Grantors herein.

AND we ... ourselves and our
of all and against, the most precious name the world ... Helen J. Carter, her
and before us: we ... Our ... and against every person whomsoever

Henrietta M. Colcock (L.S.) (\$1.00 S.C. Stps.) J.C. Warkman
Chas. J. Colcock (L.S.) (\$0.55 U.S. Stps.) Bessie M. Capman (L.S.)

THE STATE OF SOUTH CAROLINA,
BEAUFORT

Oliver H. Rodgers
Deputy

The State of South Carolina,
COUNTY OF BEAUFORT,

KNOW ALL MEN BY THESE PRESENTS That we, J.O. and Bessie M. Cashman, of Savannah, Georgia,

for and
in consideration of the sum of Three Hundred and fifty & 00/100 (\$350.00)
to Eugene V. Fontaine, of Brooklyn, Georgia

gave, sold and conveyed unto the said Eugene V. Fontaine:
All that certain piece, parcel or lot of land situate, lying and being at Brighton Beach, in Bluffton Township, County of Beaufort, and State of South Carolina, containing approximately one-sixth (1/6) acres, in shape a parallelogram, and more particularly bounded and described as follows:
Bounded on the North by other property of Grantors herein, separating the lot hereby conveyed from the Brighton Beach-Bluffton Road, along which property of Grantors herein it extends for a distance of One hundred and forty (140) feet; on the South by property of Helen J. Carter, along which it extends for a distance of one hundred and forty (140) feet; on the East by an unnamed road or street, separating the lot hereby conveyed from property now or formerly of O.E. Ulmer, along which unnamed road or street it extends for a distance of fifty (50) feet; and on the West by property of Charles Harper, along which it extends for a distance of fifty (50) feet; and being a portion of the same property conveyed to Grantors herein by Deed of O.E. Masters dated October 29, 1916 and recorded November 7, 1916 in the office of Clerk of Court for Beaufort County, S.C., in Book 56, at Page 63. PROVIDED, HOWEVER, that it is understood and agreed by and between Grantors and Grantee herein that the property hereby conveyed shall neither be rented, leased, sold or otherwise disposed of to any person or persons except of the white or Caucasian race; and PROVIDED, FURTHER, that it is understood and agreed by and between Grantors and Grantee herein that Grantee herein shall be given full access to, and free use of, a proposed dock to be erected on the riverfront south, more or less, of the property hereby conveyed.

IN WITNESS WHEREOF, we the said Eugene V. Fontaine, his heirs and assigns forever, have hereunto set our hand and the seal of our office, this 23rd day of March, A.D. 1946.

AND we, ourselves and our
Eugene V. Fontaine, his
out and against every person whomsoever

WITNESSES our
nine hundred and forty-six
seventieth

Mrs. C.L. Jeffers (L.S.) (\$1.00 S.C. Stps.)
Luke Peoples (L.S.) (\$0.55 S.C. Stps.)

THE STATE OF SOUTH CAROLINA,
Beaufort County.
J.O. Cashman and Bessie M. Cashman
their
March 23rd 1946
(Seal) Luke Peoples (L.S.)
Notary Public of S.C.

THE STATE OF SOUTH CAROLINA,
Beaufort County.
Luke Peoples, a Notary Public for So. Carolina
Bessie M. Cashman,
do hereby certify that when
and this day appeared before me, and upon being personally examined by me, did declare that she does freely, voluntarily and without any compulsion, direct or fear of any person or persons whatsoever, rent, lease and convey to the said Eugene V. Fontaine, his heirs and assigns forever, all her right and claim of interest in, to or to all and singular the premises herein mentioned and released.
March 23rd 1946
(Seal) Luke Peoples (L.S.)
Notary Public of S.C.

Received and certified this 17 day of June
Chris H. Rodriguez
Deputy

May 27, 1975.

District Engineer
Savannah District
U.S. Army Corps of Engineers
P.O. Box 889
Savannah, Georgia. 31402

Att: Permits and Statistics Branch.

Gentlemen:

I have a permit dated 29 September 1941 granting authority to construct a dock in May River, northerly bank, 4.1 miles above its mouth, near Bluffton, South Carolina.

The floating portion of the dock and ramp on the easterly side need to be replaced. Photograph "A" and "B" shows the easterly side or left hand view in picture.

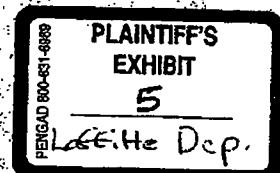
Request authority to replace the floating dock and ramp, the original floating dock size being 10 Feet X 16 feet. It will be located in same position as before, where the three piling are standing in left hand view of photos.

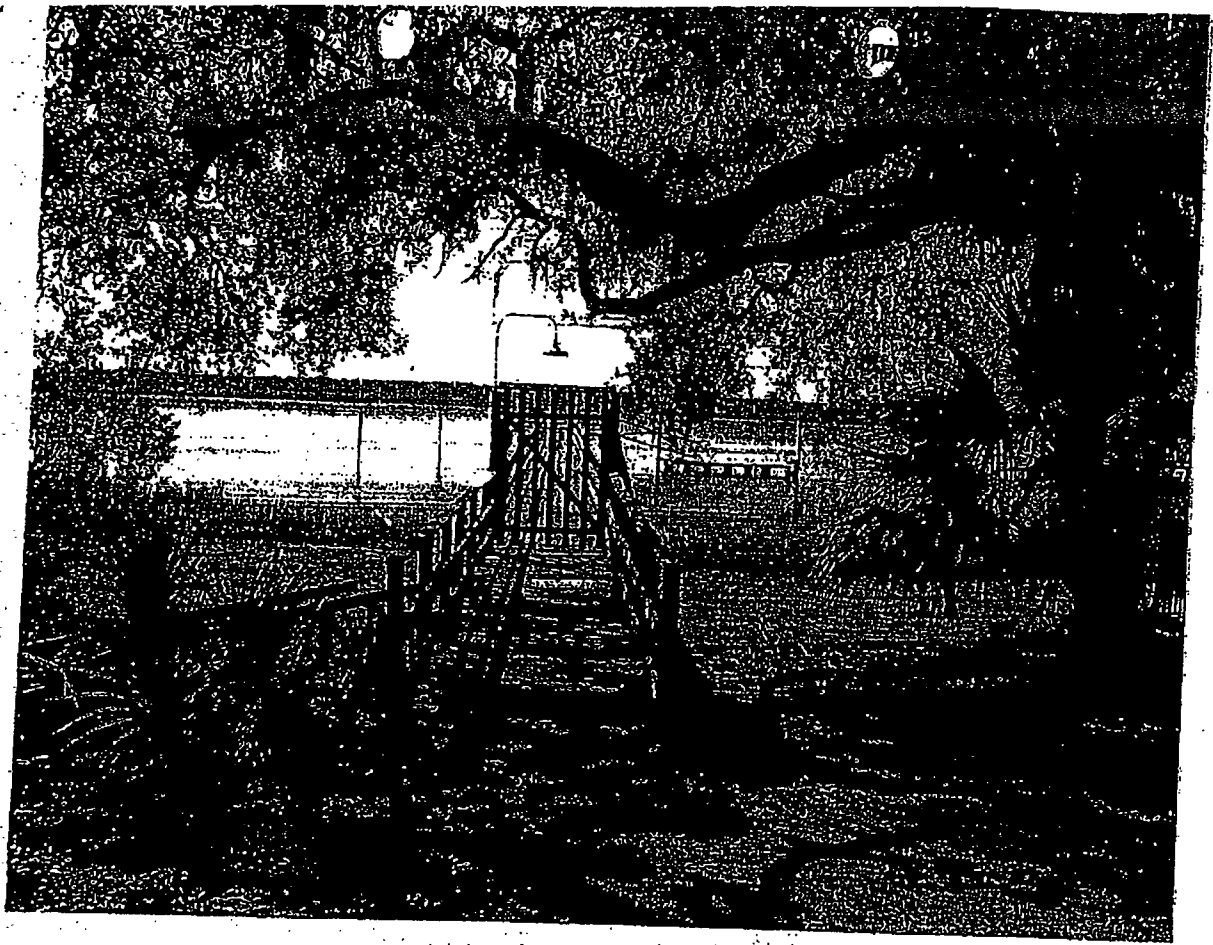
Would appreciate any consideration you can give me at your earliest convenience.

Sincerely,

Rugene K. Cashman

Encl.-2.
RKC/s





Dock on May River Included



Randall L. Fisher, CPM
Vice President
Real Estate Advisor

WACHOVIA TRUST

Wachovia Bank, N.A.
SC9346
1426 Main Street, 16th Floor
Columbia, SC 29226
Tel 803 765-3110
Fax 803 765-3099
randy.fisher@wachovia.com

ENGAD 800-431-6589

PLAINTIFF'S
EXHIBIT

6

Letelle Dep.

SITE SIZE CALCULATIONS

- 1) $109.5' \times 87' = 9527 \text{ sq ft}$
- 2) $109.5' \times 12.6' = 1380 \text{ sq ft}$
- 3) $53' \times 70' = 3710 \text{ sq ft}$
- 4) $74' \times 70' = 5180 \text{ sq ft}$

$$\begin{aligned} & 15,352 \text{ sq ft} \\ & \div 43,560 \\ & = .35 \text{ ACRE} \end{aligned}$$

OYSTER ST

53'

TRAIL

131' x .97' = 127.07'

72'

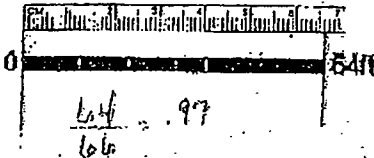
113' x .97' = 109.5'

90' x .97' = 87'

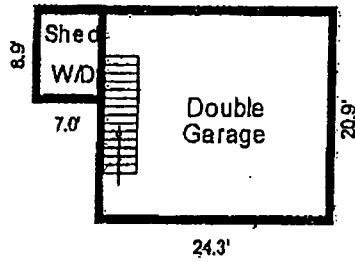
60' x .97' = 58'

113' x .97' = 109.5'

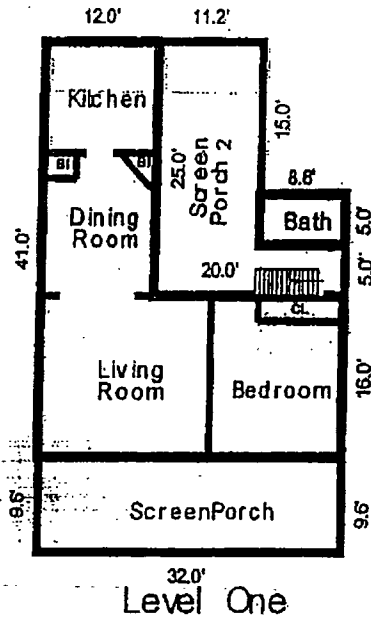
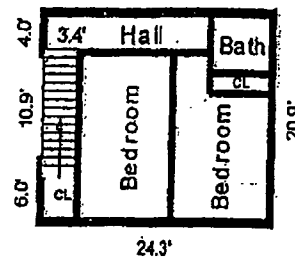
157' x .97' = 152.29'



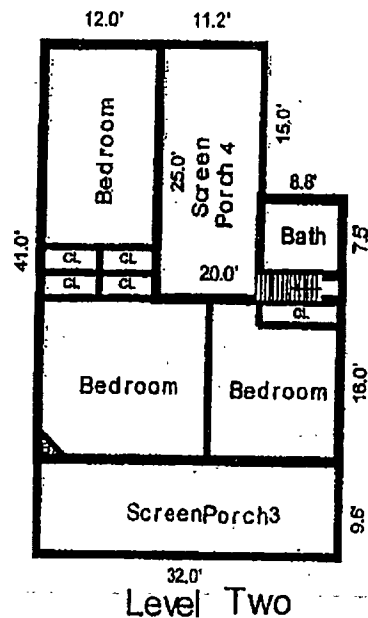
Garage



Level Above Garage



Level One



Level Two

Arch. by AutoCAD

Comments:

AREA CALCULATIONS SUMMARY				LIVING AREA BREAKDOWN		
Code	Description	Size	Totals	Breakdown	Subtotals	
GLA1	First Floor	812.00	812.00	First Floor	12.0 x 41.0	492.00
GLA2	Second Floor	812.00	812.00		16.0 x 20.0	320.00
GLA3	First Floor Bath	44.00	44.00	Second Floor	12.0 x 41.0	492.00
GLA4	Second Floor Bath	66.00	66.00		16.0 x 20.0	320.00
GLA5	Living Above Garage	470.81	470.81	First Floor Bath	5.0 x 8.8	44.00
P/P	Screen Porch	307.20		Second Floor Bath	7.5 x 8.8	66.00
	Screen Porch 2	324.00		Living Above Garage	20.9 x 20.9	436.81
	Screen Porch 3	307.20			3.4 x 4.0	13.60
	Screen Porch 4	302.00	1240.40		3.4 x 6.0	20.40
GAR	Double Garage	507.87	507.87			
OTE	Shed/Laundry	62.30	62.30			
TOTAL LIVABLE (rounded)			2206	9 Areas Total (rounded)		

TENANT-IN-COMMON PROPERTY
MARCH 16, 2005

I. REVIEW OF THE LAST MEETING MINUTES

II. JOINT PROPERTY

A. Club House

1. Dining room wall and china hall wall deterioration -- when to do repair?
2. Quote on removing two dead live oaks -- when to do it?
3. Thinning completed
4. Wood Brothers to repair small cornfield dike on island.

B. Oak Point

1. Ended up putting out 4,000 birds in Oct, 1,600 bird in Nov and 1,600 birds in Dec. Killed 1,367 through 2/24/05, which was nine trips around. Recommendations for next year?
2. Tom Davis's e-mail regarding the Griffin property -

C. Smithfield

1. Thinning completed.

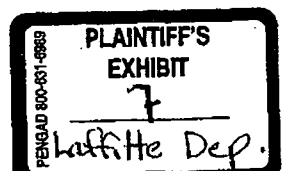
D. Bluffton

1. Gene Cashman called. He is interested in replacing his ramp and floating dock. He also mentioned replacing some cross bracing on the pier head. He asked for access through the locked gate and I mailed him a key. I have since asked him not to proceed until he gets the Lightsey families' direction. (Who owns it? Who pays for the repairs? Who is liable? How much value is taken away by allowing the Cashman's to use our dock? What are the benefits of allowing them to continue to use our dock?)
2. Plumbing and electrical work \$10,000. *\$10,000*
3. To be cleaned up after leaf fall

III. OTHER BUSINESS

- A. Next meeting is scheduled for _____

000143





DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 889
SAVANNAH, GEORGIA 31402

SASOP-F
074 OYN 002354

MAY 18 1977

Cashman Construction Company
Attn: Mr. Eugene Cashman
105 E. Bay Street
Savannah, Georgia 31401

Dear Mr. Cashman:

Reference is made to your letter of 5 May 1977 requesting authorization to replace a floating dock, two piling and ramp attached to the eastern end of an existing dock located on the Northerly bank of the May River, approximately 4.1 miles above its mouth, near Bluffton, South Carolina. The existing dock was authorized by the Secretary of the Army in a permit to Lightsey Brothers, Miley S.C., dated 21 February 1961. The permit specifically stated that it did not authorize any infringement of Federal, State or local laws or regulations.

Since issuance of the original permit the State of South Carolina has instituted a permit program which requires a permit for any construction or alteration when the activity involves the use of any land below the mean high water line. The State further requires that all applications for a State Permit be initiated by issuance of a Public Notice.

A review of the files reveal that the permit authorizing the original structure was issued in 1961 without having been advertised by Public Notice. Therefore, before the work proposed in your letter of 5 May can be authorized, a Public Notice must be issued and circulated for a minimum of fifteen days.

In order to publish the required Public Notice, it will be necessary for you to provide a drawing on the proposed work. The drawing should specify dimensions and location in relationship to the existing structure.

If you have any further questions please contact Jack Moser of this office, telephone 912, 233-8822 extension 349.

Sincerely,

STEVEN OSVALD
Chief, Regulatory Functions Branch



District Engineer

Request permission to replace floating dock, two ~~three~~ piling and ramp which would be attached to the Eastern end of existing dock located on the Northerly bank of the May river, approximately 4.1 miles above its mouth, near Bluffton, S.C.

The size of the floating dock would be 10 ~~feet~~ feet wide and 16 feet long. *The floating dock would be located at (X) on enclosure map*

The present dock is approximately 261 feet from high land ~~with a~~ 5 foot wide walkway and is approximately 14 feet wide and 21

~~feet long.~~ The dock is owned by Lightsey Brothers and I have permission to construct this floating dock as per statement below of Oswald Lightsey.

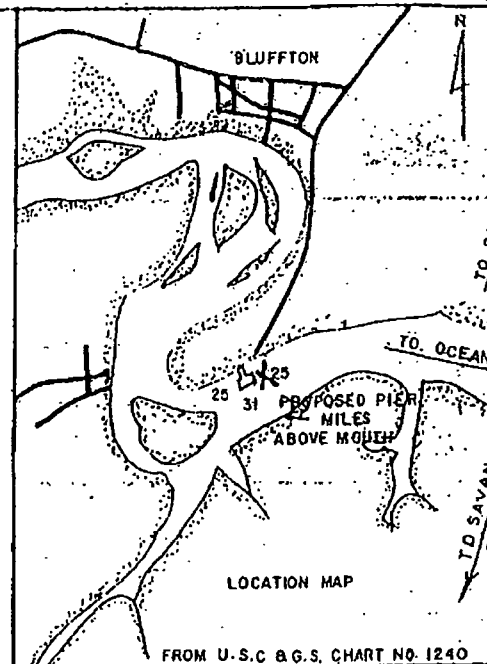
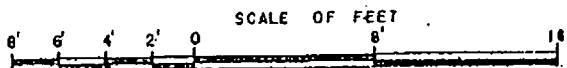
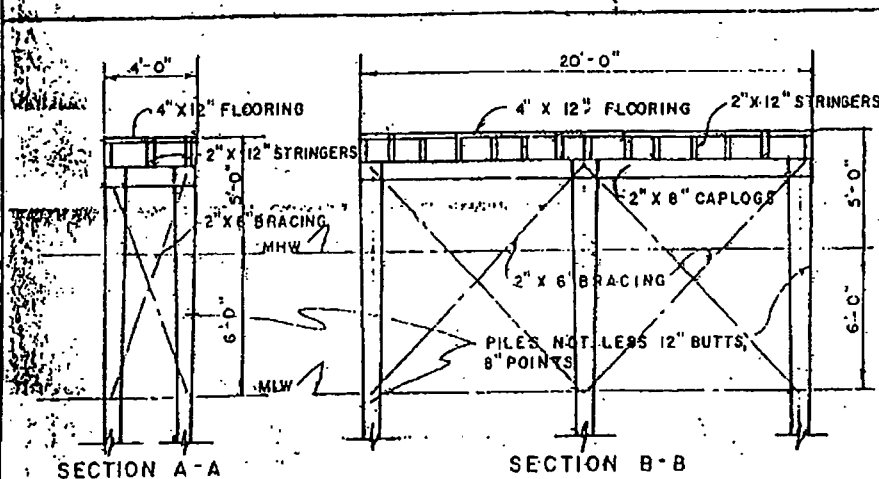
Sincerely

Enclosure

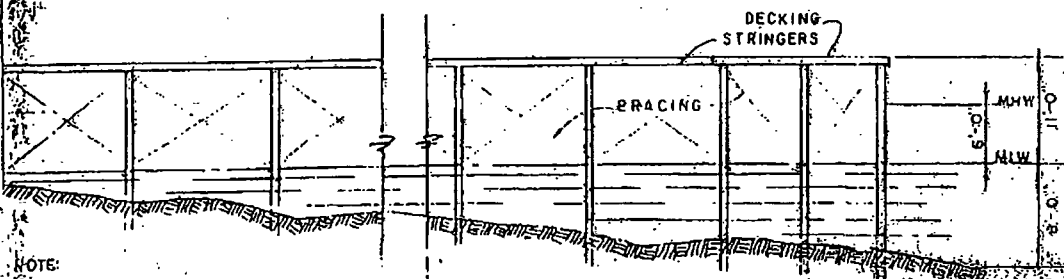
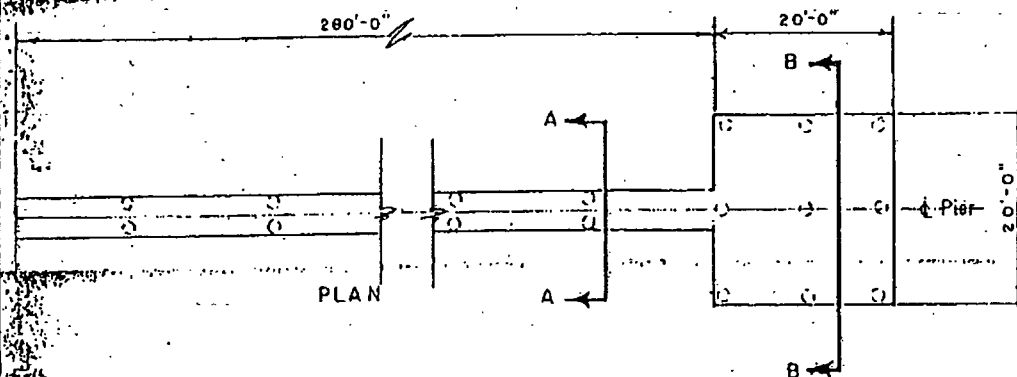
I, Oswald Lightsey, do hereby give permission to Eugene K. Cashman, to attach floating dock and ramp to dock as mentioned in above application for permit .

Signed-

*Signed by Oswald Lightsey 5/9/77
Relinquished to Engineer 5/9/77*



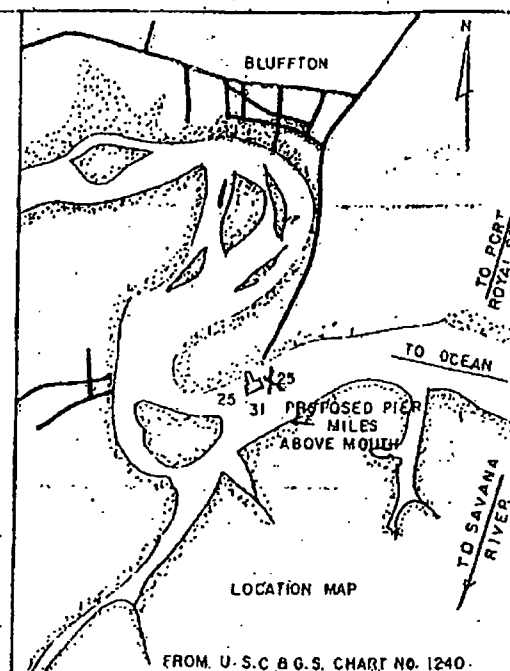
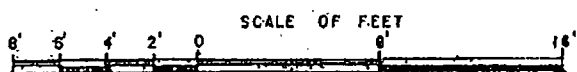
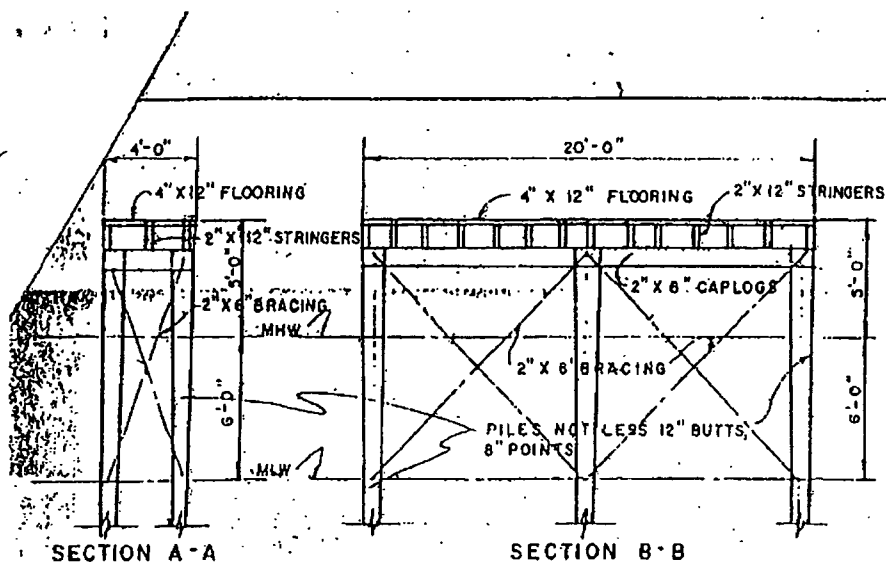
Property Owner
(Name) Lightsey Brothers
(Address) Brighton Beach, S



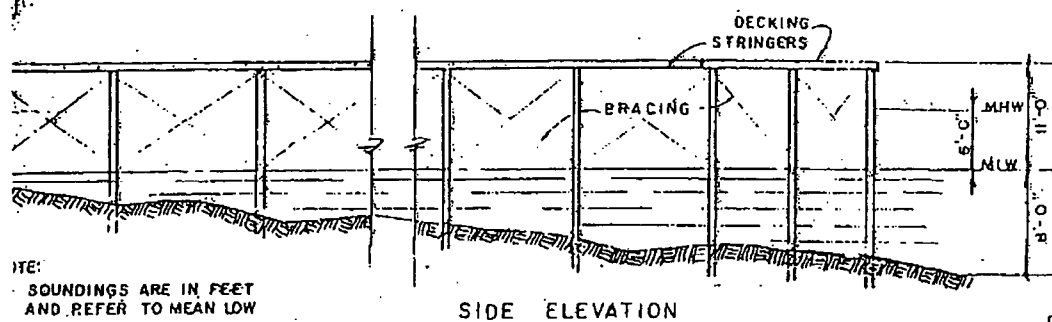
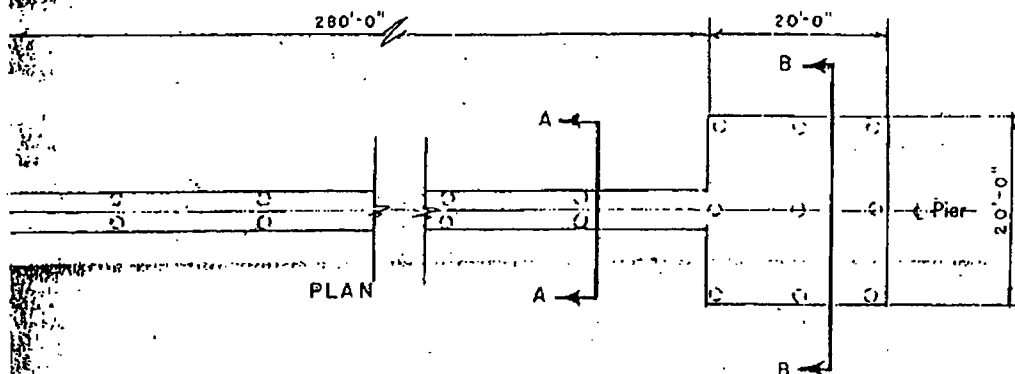
NOTE:
SOUNDINGS ARE IN FEET
AND REFER TO MEAN LOW
WATER.

HARBOR LINES (ARE) ESTABLISHED
(ARE NOT)

SCALE OF FEET

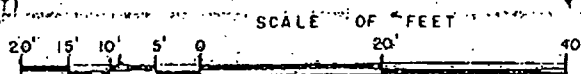


Property Owner
(Name) Lightsey Brothers
(Address) Brighton Beach, S.C.



NOTE:
SOUNDINGS ARE IN FEET
AND REFER TO MEAN LOW
WATER.

HARBOR LINES (ARE) ESTABLISHED
(ARE NOT)

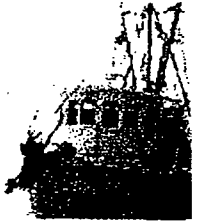


Proposed Pier
in South Carolina
at Brighton Beach, S.C.

County of Jasper of State S.C.
Application by Lightsey Brothers
October 31 1960 Date



Beaufort County



Overview

Owner Name
2 of 4

Records

Data
refreshed
as of

Overview

Property ID (PIN) Alternate ID (AIN) Parcel Address

Bird's Eye View

R600 039 00C 0126
0000

00507507

31 OYSTER ST,



5/26/2009

Parcel

Land

Improvements

Current Parcel Information

Sales Disclosure

Owner	LIGHTSEY LOUISE CLELAND WACHOVIA BAN	Property Class Code	ResImp SingleFamily
Acreage			.0000

Pay Taxes

Owner Address	PO BOX 56 HAMPTON SC 29924
---------------	-------------------------------

Value History

Legal Description LOTS 1-2-3A S 1/2 LOT 4A

GIS / Mapping

Shopping Cart

Historic Information

Search by

Tax Year	Effective Year	Land	Building	Market	Taxes	Payment
2008	2007	\$416,000	\$110,000	\$526,000	\$6,526.11	\$6,526.11
2007	2006	\$416,000	\$110,000	\$526,000	\$6,252.28	\$6,252.28
2006	2005	\$416,000	\$110,000		\$5,687.35	\$19,839.91
2005	2004	\$416,000	\$110,000		\$5,292.85	\$18,462.19
2004	2003	\$416,000	\$110,000		\$5,133.80	\$17,908.92

Owner Name

Property ID (PIN)

Street Address

Alternate ID (AIN)

Legal Description

Sales

Sales Disclosure

Functions

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
LIGHTSEY LOUISE CLELAND WACHOVIA BA	2234 494	9/7/2005	E		\$1
LIGHTSEY LOUISE CLELAND	1947 1026	4/29/2004	E		\$1
LIGHTSEY LOUISE CLELAND	394 1272	12/1/1983	F		\$0

Homepage

Real Property

Personal Property

Help

Feedback

County Login

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	DWELL	Dwelling	1930	2.0	03	1,848	
R02	DWELL	Dwelling	1930	2.0	01	504	
R02	ATTGAR	Attached Garage	1930	0	0		504
R02	PIER	Waterfront Pier	1986	0	0		720
R02	GAZEBO	Residential Gazebo	1986	0	0		192
R02	BOATD	Waterfront Boat Dock	1986	0	0		288
R02	PIER	Waterfront Pier	1986	0	0		192

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
R01	DWELL	COOLING	None	1	\$0
R01	DWELL	EXT. COVER	Hardboard	1	\$0
R01	DWELL	FOUNDATION	Full Slab	1	\$0
R01	DWELL	HEATING	Forced hot air	1	\$0
R01	DWELL	OFF-S	Open Frame Porch	208	\$5,710
R01	DWELL	OFF-S	Open Frame Porch	208	\$5,710
R01	DWELL	OFF-S	Open Frame Porch	320	\$7,040
R01	DWELL	OFF-S	Open Frame Porch	320	\$7,040
R02	DWELL	COOLING	None	1	\$0
R02	DWELL	EMP	Enclosed Masonry Porch	63	\$2,790
R02	DWELL	EXT. COVER	Hardboard	1	\$0
R02	DWELL	FOUNDATION	Full Slab	1	\$0
R02	DWELL	HEATING	Forced hot air	1	\$0

Beaufort County makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. All data is subject to change.

Print Print List First Previous Next Last

NORRIS L. LAFFITTE
POST OFFICE BOX 81 HAMPTON, SOUTH CAROLINA 29924

March 21, 2005

160 Mr. Eugene K. Cashman, Jr.
100 Lombardy Road
Memphis, TN 38111

RE: Bluffton dock

Dear Gene:

At the family meeting last week it was decided that the Lightsey family wants exclusive use of their dock.

Please return the key that I should not have mailed to you without permission from the family.

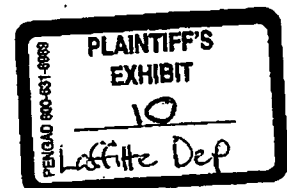
Sincerely,


Norris L. Laffitte

CC: Lou Baughman
Lil Drawdy
Claudia Ware
Margaret Payne
Beth McMaster

I am not at liberty
to comment

TELEPHONE 803-943-5757
FAX 803-943-5779



000188

EUGENE K. CASHMAN, JR.
160 LOMBARDY ROAD
MEMPHIS, TENNESSEE 38111

March 28, 2005

Dear Norris,

You were right, I was glad to be sitting down when I spoke with you Thursday and again Friday when I got the letter you had sent. As I said, I was taken aback by the action your family took regarding the dock, and even as I write this letter I am still in a state of disbelief. All my questions, that you were directed not to answer, are still not answered. There really has been a major disconnect if something of this order has been decided and communicated in this mode. This is obviously not the manner in which our families, for more than 75 years, have related to one another. For sure, if something has occurred that apologies are due, please accept my apology.

I know times change and people too. But from our families' relationship of sharing, fellowship, faith, trust, and handshakes to this, is, for sure, not what was intended by those who established and endeavored to pass on those virtues and beliefs to the succeeding generations. If that's been lost to a "new day" generation then we've lost more than what's being addressed in this letter.

I would respectfully like to ask your family to reconsider its decision. If there are issues to be resolved then let's resolve them. If a more formal agreement is needed to make the dock a business relationship then let's make it. I am willing to do whatever it takes to keep our families' friendship/relationship on smooth seas.

I am returning the key you sent without family permission. The envelope, as you can see, was never opened. Your call caused a stop to the completion of the dock repair to the main dock and floating dock. I had, as I told you, been in pursuit of a firm to repair the dock for more than 6 months and finally had secured the services of a company from Savannah. He was on site about to begin the work when I got your call.

On the matter of the lady you met on the dock - I've enclosed the letter she sent me this past summer. I called her and told her that if she had the Lightsey's permission to use the dock I had no objection. As you can see her relationship dates back to 1965. Her permission to use the dock would have been given by your grandfathers and mine.

I am not going to write more, although a lot is on my heart and mind. I would just ask for consideration by your family to reconsider their Bluffton dock decision.

Sincerely,

Eugene K. Cashman, Jr.



To the Cashman family:

In 1965 the Cashman family, Mrs. Carter and the Lightseys gave me permission to use your dock. I used it until the early 1980's when my two sons grew up and no longer wanted to fish, crab and swim there. The Lightseys always said I was their custodian at the dock because we were there constantly. We never went there on the weekends however, that time was for the owners and their families.

Now I have an 11 year old grandson who just moved back here yesterday from Indiana. HE had been gone since he was 3. He loves to fish and crab and I wanted to just ask if I might take him on the dock a couple of times a month and let him fish. My boys and I always respected your family and left no trash, food or dead shrimp on the dock and I plan to continue to do so if you decide that I can take Joey there occasionally.

We would love to come down early in the morning/mornings and crab and just enjoy the quiet of fishing there where it is so beautiful.

I guess I am just asking your permission to again be able to use the dock once in a while. We will never be there when your family is there like weekends, holidays, etc. Please let me know and if you say no I can understand. Young Shelby used to come out and spend the time talking with me. He was about Joey's age then. Again if you say no, I will not feel bad about it.

Thanks, Dianne Reynolds 25 Alljoy Road 757-3882



WEALTH MANAGEMENT REAL ESTATE SERVICES
INSPECTION FOR RESIDENTIAL PROPERTIES (1 - 4 UNITS)

Account no. 2013899256
Asset no. 9WB041672

Environmental Checklist

This form must be completed after an on-site inspection whenever Wachovia contemplates taking real estate as collateral, foreclosing on real estate, accepting a deed in lieu of foreclosure, accepting real estate on mortgages or trust assets, or whenever we lend to an individual or business. It is to be completed regardless of whether real estate is a part of the collateral. Acknowledgment of the presence of a substance or property feature on the checklist may require further explanation. For example, if a facility has four drums, explain where they are located, if any drums are stored or used nearby and where they are installed. This form is designed to raise "red flags" only. It is not a substitute for a Phase I environmental audit. A Phase I audit is recommended for most commercial transactions and should be obtained for all loan requests in which an industrial or manufacturing facility is to serve as collateral. A Phase I audit should be obtained prior to foreclosure or acceptance of a deed in lieu of foreclosure on any type of property other than single family residences. Questions on environmental issues may be directed to an Environmental Risk Manager in the Risk Policy Division (704) 395-7466, NC 2666 Charlotte.

Report of Inspection: 2/15/2005, 2:30 PM, Date: 09/14/2005
Inspector: Randy Fisher, 201-395-7466, Telephone: (800) 765-5341

ACCOUNT DATA
Account Name: E. O. Himesy Trust (Robertou Bauman)

PROPERTY DATA
Street: 10111 N. River House & Pond Systems, Plat Map Attached: Yes
City: Blumton, State: SC, Zip Code: 29910
Contact Person: , Telephone: ()
Improved/Unimproved Site: Improved, Type of Property: Single Family
Age of Improvements: , Condition of Improvements: , Insurance Reviewed: Yes
Years: Estimated: , Existing: , All: , Section: ,
Comments: The older home with water on the way to Blumton, SC. It is regarded as a seasonal home of the family.

GENERAL
Neighborhood Trend: Improving, Neighborhood Characteristics: Residential Development
Adjacent Property Comments: N/A
Is this a residential neighborhood with some of homes on the way to Blumton, SC? Yes/No: Yes
City: Water, City: Sewer

EXTERIOR INSPECTION OF PROPERTY (an on-site inspection revealed the condition of the following improvements)				ADJACENT		SUBJECT	
	YES	NO	N/A	YES	NO	YES	NO
Grass/soil	☒	☒	☒	☒	☒	☒	☒
Common solid waste	☒	☒	☒	☒	☒	☒	☒
Surface water bodies or wetlands	☒	☒	☒	☒	☒	☒	☒
Storage tanks - Underground (look for vent pipes and fill ports) / Above ground	☒	☒	☒	☒	☒	☒	☒
Storage Drums	☒	☒	☒	☒	☒	☒	☒
Drinking water well / septic system	☒	☒	☒	☒	☒	☒	☒
Municipal water / sewer	☒	☒	☒	☒	☒	☒	☒
Driveway condition satisfactory	☒	☒	☒	☒	☒	☒	☒
Sidewalk condition satisfactory	☒	☒	☒	☒	☒	☒	☒
Trees / landscaping / flowers / shrubs adequate / weeded and pruned	☒	☒	☒	☒	☒	☒	☒
Lawn cut regularly	☒	☒	☒	☒	☒	☒	☒
Pool maintenance satisfactory	☒	☒	☒	☒	☒	☒	☒
Pool security adequate	☒	☒	☒	☒	☒	☒	☒
Lighting adequate	☒	☒	☒	☒	☒	☒	☒

000057

EXTERIOR INSPECTION OF PROPERTY (continued)

	SUBJECT		
	YES	NO	N/A
Exterior needs painting	☒	☐	☐
Roof needs replacing/repairs	☒	☐	☐
General appearance of the property is satisfactory	☒	☐	☐

INTERIOR INSPECTION OF PROPERTY (an interior inspection revealed the condition of the following improvements)

	SUBJECT		
	YES	NO	N/A
Inspector has gained access to the property (if no, do not complete this section)	☒	☐	☐
Burglar/Fire Alarm system (non-functional)	☐	☐	☐
Smoke Detector	☐	☐	☐
Appliances in need replacing	☐	☐	☐
Ceilings damaged	☐	☐	☐
Walls need repainting/resurfacing	☐	☐	☐
Floors/floor coverings damaged/need replacing or cleaning	☐	☐	☐
Electrical appears satisfactory	☐	☐	☐
Plumbing appears satisfactory	☐	☐	☐
Stairways appear structurally sound	☐	☐	☐

Comments:
 This house suffers from deferred maintenance. Electrical and plumbing have not been updated. Floor plan has bath only accessible from outside hallway and porch. Drawings have offered to purchase at \$1,800,000 (assurance of ownership can be worked out). Only a select few sell the house. Some want total remodeling, some want only minimal repair, and some have suggested a whole new house. A new water cooler was installed 2006.
 This asset is also held in the following property: E-90 Lightsey Tract 1/2 B/L 15 Draw 20-8889247, E-90 Lightsey Tract 1/2 B/L 15 Draw 20-8889248.

RECOMMENDATION (Check appropriate response)

- ☒ Based on known environmental factors and no evidence of environmental contamination being observed, no further action is recommended at this time.
- ☐ Based on known environmental factors and/or evidence of environmental contamination being observed, further investigation is recommended.

Remarks:
 No environmental problems noted.

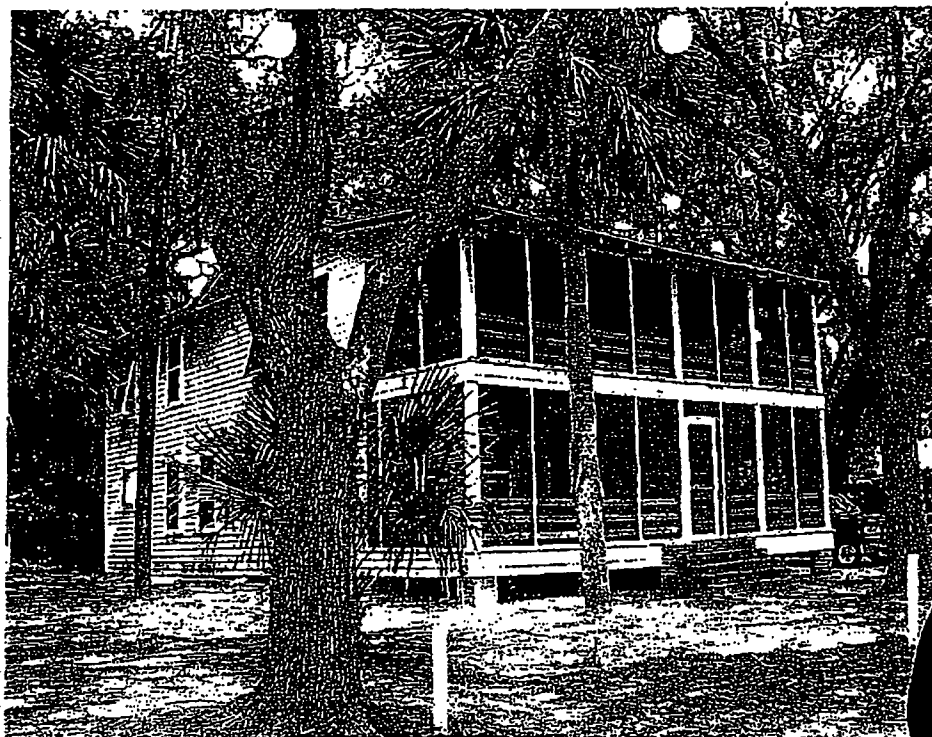
Inspected By: <i>[Signature]</i>	Title: Vice President	Date: 8/17/02
Reviewed By:	Title:	Date:
Reviewed By:	Title:	Date:

This checklist is for the confidential use of Wachovia Corporation and its subsidiaries and is for internal use only.

000058

PICTURE OF SUBJECT PROPERTY

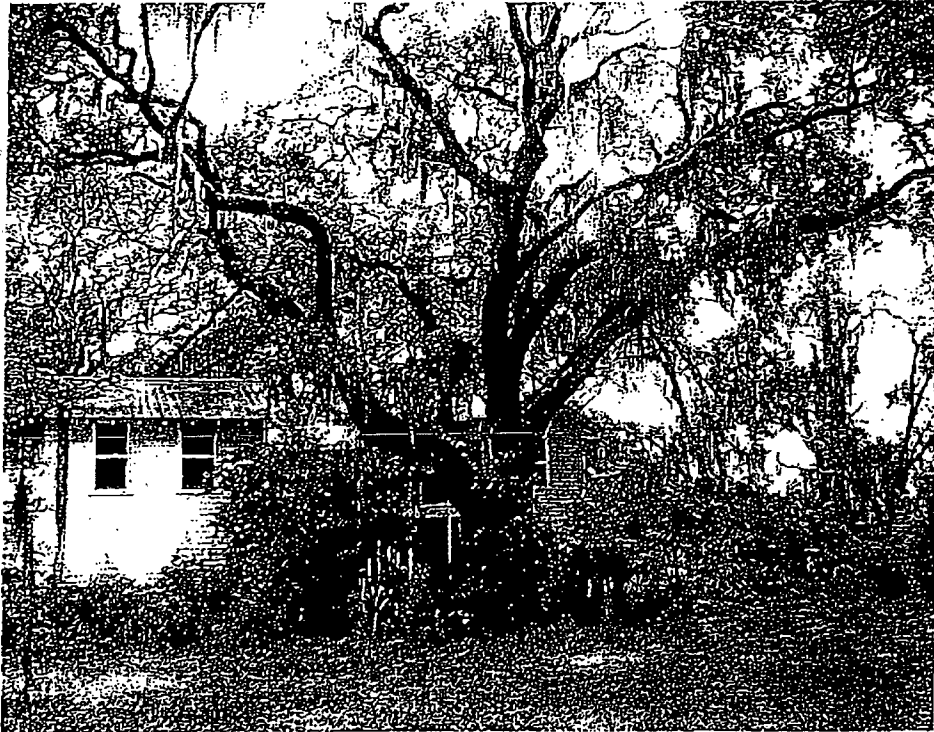
000059



9/11/2007 1:15:10 PM

000060

(K)



9/11/2007 1:14:06 PM



9/11/2007 1:14:06 PM

000061

23



9/11/2007 1:14:52 PM



9/11/2007 1:15:01 PM

000062

ALLJOY BEACH PRESERVATION COMMITTEE
Bluffton, South Carolina

To: Brighton Beach Subdivision Property Owners

During the past nine months ownership of the Alljoy Beach property and other open spaces in the Brighton Beach Subdivision was researched. The question of ownership was raised after concerns were expressed about patrol and enforcement of laws and ordinances at the Alljoy Beach. After discussion with the Beaufort County Sheriff, the Beaufort County Council, and members of the Alljoy Beach Preservation Committee, legal documents were found that determined the ownership of the property. These open spaces belong to the owners of the 303 pieces of property in the Brighton Beach Subdivision.

Two open meetings have been held to bring information to the public concerning the legal status of the open spaces in the Brighton Beach Subdivision as designated by T. O. Lawton. It has been recommended that a property owners association be formed to provide a venue for legal management of these properties.

There is much involved in forming a property owners association and input is needed from all property owners. A meeting is scheduled for members of the Brighton Beach Subdivision to begin this process. The agenda will include a brief overview of ownership and Brighton Beach Subdivision boundaries and focusing on the actual work for the development of the Property Owners Association. The meeting will be held

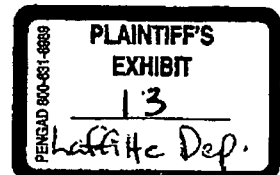
Monday, October 9, 2006
6:30 pm at the
Marine Rescue Squad Hut at
51 Confederate Avenue
Bluffton, SC

If you have questions before the meeting please contact Carolyn Smith with the Alljoy Beach Preservation Committee at CARAMAR@HARGRAY.COM.

This is an opportunity to help make the Property Owners Association a viable organization in our community. Please join us for this important meeting.

Carolyn Smith

Carolyn Smith
Alljoy Beach Preservation Committee Member



000191

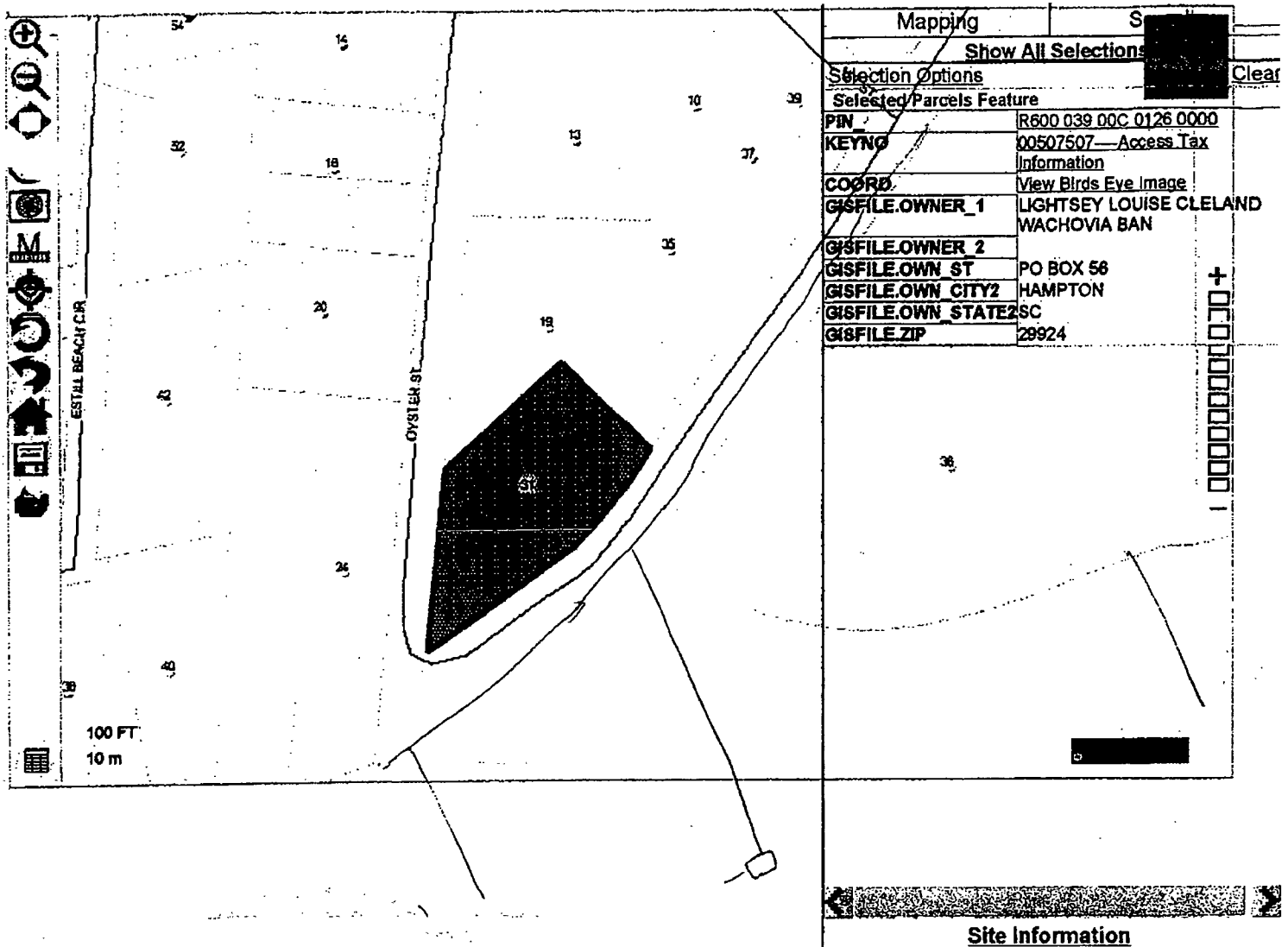
Bluffton Dock Repair Summary

Mar-86 Ansley Marine	715.00
Nov-87 Crew	208.80
Jun-88 Crew	788.75
Jul-88 Crew	188.40
Mar-91 Crew	117.70
Aug-92 Lowsouth Holdings	391.18
Aug-92 Lowsouth Holdings	44.35
Aug-92 Lowsouth Holdings	853.01
Aug-92 Ansley Marine	3,400.00
Apr-93 Chapman	720.00
Mar-94 Randy West	1,750.00
Mar-99 Norris	379.38
Mar-00 Neil Lax	731.77
May-00 Atlantic Marine	5,800.00
Sep-04 Norris	278.65
Nov-05 Norris	889.33
Oct-06 Knox Roofing	1,000.00
Jul-09 Norris	364.47
Aug-09 Dennis	63.88

18,022.83

000146

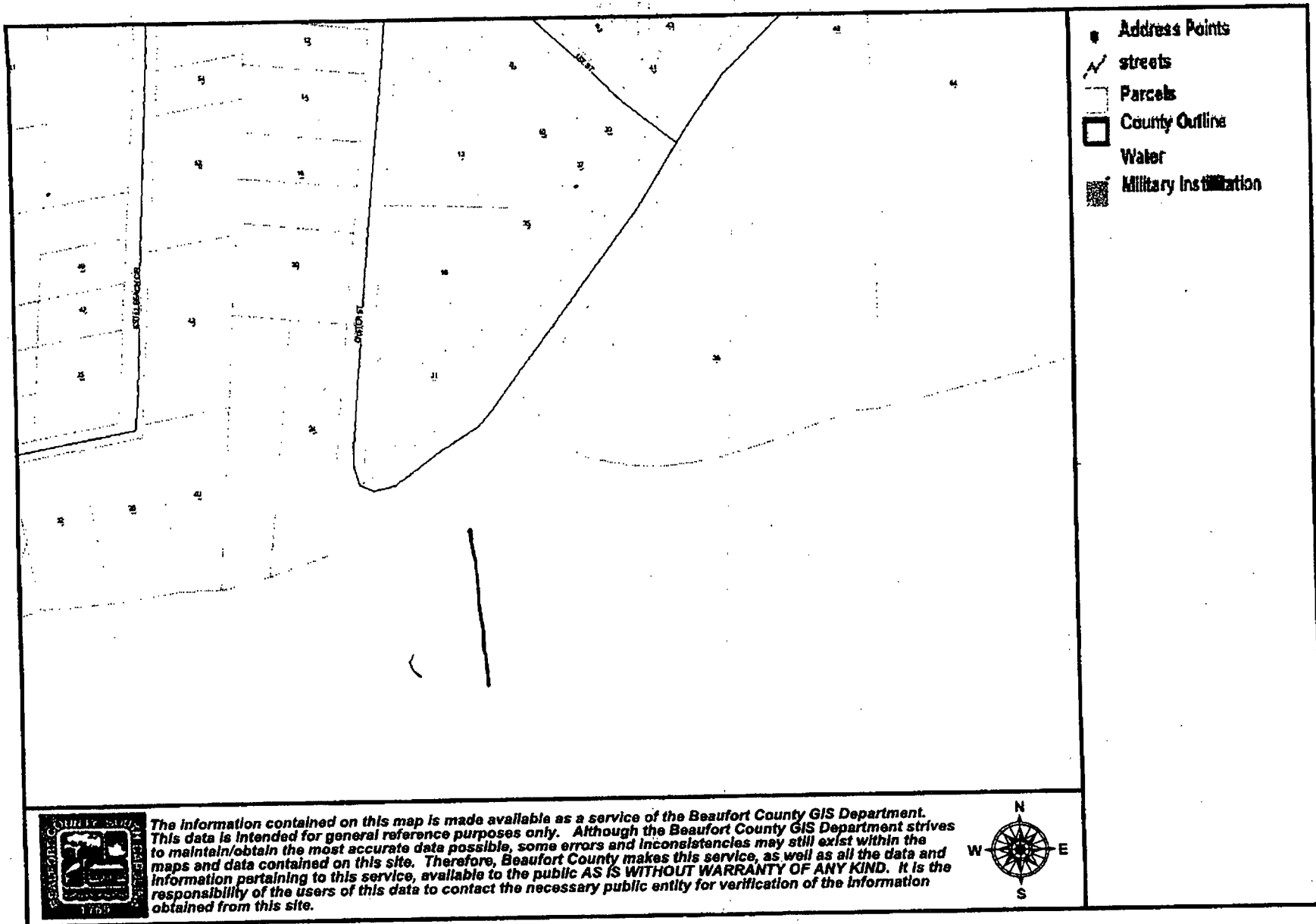


**Map Tool Options**

The current cursor mode is set to 'Zoom Out'. Clicking on the map directly will zoom out on the map centered at the point clicked.

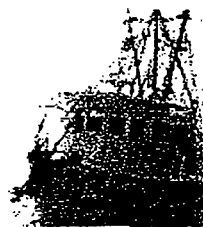
Active Tool: Zoom Out

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Beaufort County



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Parcel

Land

Improvements

Sales Disclosure

Pay Taxes

Value History

GIS / Mapping

Shopping Cart

Property ID (PIN) Alternate ID (AIN) Parcel Address

R600 039 00C 0134
0000

00507570

13 OYSTER ST,

NO
DOCKData
refreshed
as of

5/26/2009

Current Parcel Information

Owner DAVIS ELIZABETH CASHMAN Property Class Code ResVac Platted&Unplatted
CASHMAN EUGE Acreage .0000

Owner Address 2976 GARDENS WAY
MEMPHIS TN 38111

Legal Description PAR 134 135 136 BLK A LOT 13-15

Historic Information

Search by

Tax Year	Effective Year	Land	Building	Market	Taxes	Payment
2008	2007	\$50,000		\$50,000	\$623.59	\$623.59
2007	2006	\$50,000		\$50,000	\$597.20	\$597.20
2006	2005	\$50,000			\$543.50	\$543.50
2005	2004	\$50,000			\$506.00	\$506.00
2004	2003	\$50,000			\$489.43	\$489.43

Owner Name

Property ID (PIN)

Street Address

Alternate ID (AIN)

Legal Description

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Grantor	Book & Page	Date	Deed	Vacant	Sale Price
CASHMAN EUGENE K JR DAVID ELIZABETH	1597 323	6/11/2002	Q		\$10
CASHMAN EUGENE K SR	742 103	8/12/1994	F		\$10
CASHMAN EUGENE K SR	200 938	1/1/1980	F		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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Features & Exterior Features

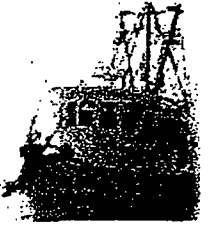
Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
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Shopping Cart

Property ID (PIN) Alternate ID (AIN) Parcel Address

R600 039 00C 0128
0000

00507525

35 OYSTER ST,

Current Parcel Information

Owner DAVIS ELIZABETH CASHMAN Property Class Code ResImp SingleFamily
CASHMAN EUGE Acreage .0000

Owner Address 2976 GARDENS WAY
MEMPHIS TN 38111

Legal Description LOTS 6 7 POR LOT 12 BLK A BRIGHTON BEACH

Data
refreshed
as of

5/26/2009

Historic Information

Search by

	Tax Year	Effective Year	Land	Building	Market	Taxes	Payment
Owner Name	2008	2007	\$50,000	\$126,600	\$176,600	\$2,249.29	\$2,249.29
Property ID (PIN)	2007	2006	\$50,000	\$126,600	\$176,600	\$2,150.88	\$2,150.88
Street Address	2006	2005	\$50,000	\$126,600		\$1,961.20	\$1,961.20
Alternate ID (AIN)	2005	2004	\$50,000	\$126,600		\$1,828.75	\$1,828.75
Legal Description	2004	2003	\$50,000	\$126,600		\$1,750.22	\$1,750.22

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Grantor	Book & Page	Date	Deed	Vacant	Sale Price
CASHMAN EUGENE K JR DAVIS ELIZABETH	1597 323	6/11/2002	Q		\$10
CASHMAN EUGENE K SR	742 103	8/12/1994	F		\$10
CASHMAN EUGENE K SR	200 938	1/1/1980	F		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	DWELL	Dwelling	1930	1.0	01	2,750	
R01	ATTGAR	Attached Garage	1930	0	0		529

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
R01	DWELL	1CHMMASO	1s Outside masonry chimney	1	\$560
R01	DWELL	COOLING	Central air	1	\$5,640
R01	DWELL	EXT. COVER	Wood siding-cedar	1	\$0
R01	DWELL	FOUNDATION	Full Slab	1	\$0

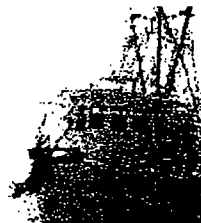
R01	DWELL	HEATING	Heat pump	1	\$6,600
R01	DWELL	MAS	Masonry fireplace	1	\$2,200
R01	DWELL	OFF	Open Frame Porch	470	\$8,170
R01	DWELL	OFF-S	Open Frame Porch	460	\$10,120

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Shopping Cart

Property ID (PIN) Alternate ID (AIN) Parcel Address

R600 039 00C 0127
0000

00507516

19 OYSTER ST

No
Duck

Data
refreshed as
of

5/26/2009

Current Parcel Information

Owner CASHMAN EUGENE KEENY JR
TRUSTEE KATH
Property Class Code ResImp SingleFamily
Acreage .0000
Owner Address 2976 GARDENS WAY
MEMPHIS TN 38111

Legal Description LT5 N 1/2 LT 4A LTS10-11-12-13

Historic Information

Search by	Tax Year	Effective Year	Land	Building	Market	Taxes	Payment
Owner Name	2008	2007	\$50,000	\$680	\$50,680	\$649.01	\$649.01
Property ID (PIN)	2007	2006	\$50,000	\$680	\$50,680	\$620.38	\$620.38
Street Address	2006	2005	\$50,000	\$680		\$565.93	\$565.93
Alternate ID (AIN)	2005	2004	\$50,000	\$680		\$527.91	\$527.91
Legal Description	2004	2003	\$50,000	\$680		\$530.84	\$530.84
Sales							

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Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
CASHMAN EUGENE K JR KATHLEEN G JTRO	1592 1617	5/29/2002	Q		\$10
RYAN ANTHONY V JR TAWANA P JTROS	1159 906	4/7/1999	F		\$212,000
CARTER C RAY III	875 1667	3/20/1996	F		\$5,000
CARTER C RAY III RTE1	590 1326	10/14/1991	E		\$0
CARTER LOUISE B	523 748	2/1/1989	F		\$0
CARTER C RAY LOUISE	6933 3142	11/1/1983	E		\$0
CARTER C RAY LOUISE	66 326	1/1/1980	F		\$0

Improvements

Building	Type	Use Code	Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	UTLSHED	Residential	Shed - Small Util	1930	0	0		20C

Features & Exterior Features

Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
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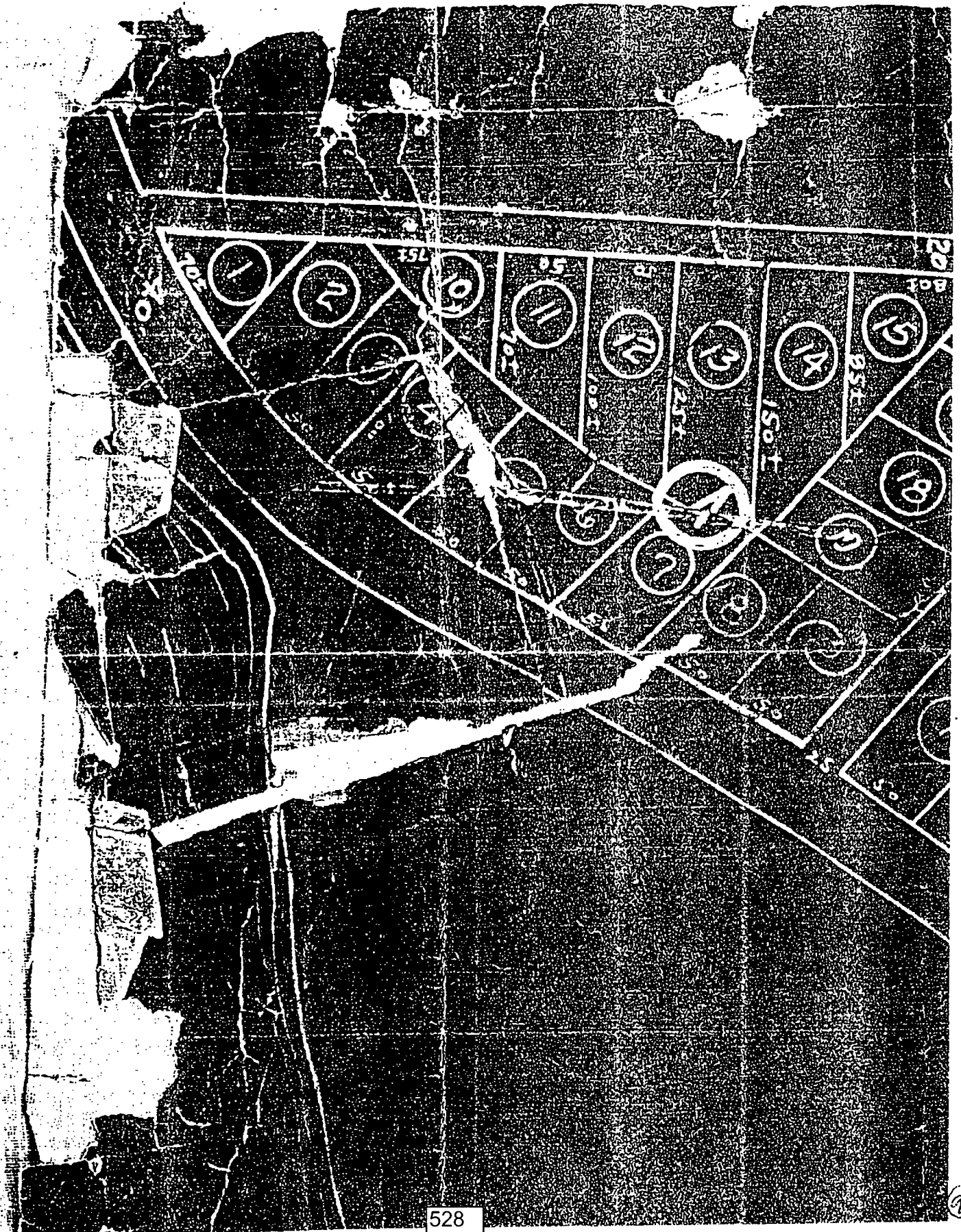


EXHIBIT 61

DEPOSITION OF
EUGENE KEENY CASHMAN, JR.

taken
March 12, 2010

in the matter of

Cashman & Cashman

-vs-

Lightsey Trust, Wachovia, et al.
[2009-CP-07-2573]

**COMPRESSED TRANSCRIPT
AND WORD INDEXING**

Bettye Anderson & Associates

Beaufort, South Carolina
843.525.0791 800.543.5506
www.anderson-reporting.com

Cashman & Cashman vs. Lightsey Trust, Wachovia, et al.
Deposition of EUGENE KEENY CASHMAN, JR., taken March 12, 2010

SHEET 1 PAGE 1

1 STATE OF SOUTH CAROLINA)
2) IN THE COURT OF COMMON PLEAS
3 COUNTY OF BEAUFORT)
4)
5)
6)
7 Eugene Keeny Cashman, Jr.,)
8 as Trustee of the Eugene)
9 Keeny Cashman, Jr. Revocable)
10 Trust, and Kathleen Gilmore)
11 Cashman, as Trustee of the)
12 Kathleen Gilmore Cashman)
13 Revocable Trust,)
14)
15 Plaintiffs,)
16)
17 -versus-) Civil Action Number
18) 2009-CP-07-2573
19 E. Oswald Lightsey Trust,)
20 Wachovia Bank, N.A., as)
21 Trustee Under the Last Will)
22 and Testament of E. Oswald)
23 Lightsey, and Margaret L.)
24 McMillan (sic) Payne and)
25 Elizabeth L. McMaster, as)
26 Trustees of the Residuary)
27 Trust Pursuant to the Last)
28 Will and Testament of E.)
29 Oswald Lightsey (sic),)
30)
31 Defendants.)
32)
33)
34)
35)
36)
37 Deposition of EUGENE KEENY CASHMAN, JR., taken by
38 Counsel for the Defendants on the 12th day of March, 2010,
39 at the Law Offices of Laughlin & Bowen, P.C., 92-A Main
40 Street, Hilton Head Island, South Carolina, commencing at
41 approximately 9:08 a.m.

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REPORTER'S INDEX TO DEFENDANT'S EXHIBITS		
Number	Description	Page
1	1-page letter dated May 27, 1975, to District Engineer, U.S. Army Corps of Engineers, from Eugene K. Cashman	38
2	1-page letter dated 19 June 1975 to Eugene K. Cashman from Steven Oswald	39
3	4-page exhibit consisting of a letter dated May 5, 1977, to District Engineer, U.S. Army Corps of Engineers, from Eugene K. Cashman with attachments	40
4	1-page letter dated May 18, 1977, to Cashman Construction Company from Steven Oswald, Savannah District, Corps of Engineers	43
5	2-page document entitled "Application for a Department of the Army Permit," dated 05/31/77	44
6	2-page exhibit consisting of a letter dated July 22, 1977, to Eugene Cashman from Oswald Lightsey and a letter dated July 21, 1977, to Lightsey Brothers from Jeffrey F. Havel, Environmental Biologist, State of South Carolina Water Resources Commission	45
7	3-page document dated June 28, 1977, entitled "Public Notice;" with attachments	48
8	1-page letter dated March 21, 2005, to Eugene K. Cashman, Jr., from Norris L. Laffitte	56
9	2-page exhibit consisting of a letter dated March 28, 2005, addressed to "Dear Norris" from Eugene K. Cashman, Jr., with an undated letter addressed "To the Cashman family" from Dianne Reynolds	57

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APPEARANCES

For the Plaintiff: Mark S. Berglund, Esquire
VAUX & MARSCHER, P.A.
Post Office Box 769
Bluffton, South Carolina 29910

For the Defendant: Drew A. Laughlin, Esquire
LAUGHLIN & BOWEN, P.C.
Post Office Box 21119
Hilton Head, South Carolina 29925

Reported by: Matthew Hazen Anderson
Notary Public/Court Reporter

Also present: Norris Lightsey Laffitte
Randall L. Fisher

---o0o---

INDEX TO DEPOSITION

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Direct Examination by Mr. Laughlin. 4
Cross-Examination by Mr. Berglund 62
Certificate of Reporter 64

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EUGENE KEENY CASHMAN, JR., called as a witness, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. LAUGHLIN:

Q Mr. Cashman, could you give me your full name and current address, please?

A Eugene Keeny Cashman, Jr., 2976 Gardens Way, Memphis, Tennessee 38111.

Q We met. I'm Drew Laughlin, of course. I represent the defendants in this action. We met very briefly in passing just a minute ago.

The rules -- our rules of civil procedure require that at the beginning of a deposition I shall instruct you to ask me, rather than your lawyer, for any clarifications, definitions, or explanations of any words, questions, or documents presented during the course of the deposition, so I have now complied with my obligation in that regard.

I try, not always successfully, to make my questions reasonably clear. When I fail, let me know, and I'll try to rephrase them so that they are clear, so that we can communicate effectively.

A Okay.

Q The rules do not permit you to discuss the case or the deposition with your counsel during the course of

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843.525.0791 800.543.5506

Deposition of EUGENE KEENY CASHMAN, JR., taken March 12, 2010

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1 the deposition, so if we take a break, or something of that
2 nature, you can go out with Mark in the hall and talk about
3 spring training in baseball, or fishing, or things like
4 that, but the rules do not permit you to discuss the case
5 or your testimony or the deposition until the deposition is
6 concluded, and the rules permit me to ask you after a break
7 if any such conversation has occurred. All right?
8 A (Witness nods head; no verbal response.)
9 Q This is not intended to be an exercise in
10 torture. If you need a break for any reason, let me know,
11 and we'll take one. All right?
12 A (Witness nods head; no verbal response.)
13 Q Now, that said, you are, according to the amended
14 complaint, the trustee of the Eugene Keeny Cashman, Jr.
15 Revocable Trust, and there is a Kathleen Gilmore Cashman,
16 who is the trustee of a Kathleen Gilmore Cashman Revocable
17 Trust; is that correct?
18 A Yes, but that is -- since that filing, that
19 has been amended, and Kathleen Gilmore Cashman and her
20 revocable trust is the owner of the property described in
21 the document. Both the --
22 Q All right. So -- I'm sorry.
23 A Yeah. Both the Oyster Street properties that are
24 described in the document.
25 Q Okay. So the Eugene Keeny Cashman, Jr. Revocable

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1 Trust no longer owns any interest in the properties?
2 A Kathleen Gilmore Cashman owns the properties.
3 Q All right. And so the Eugene Keeny Cashman, Jr.
4 Revocable Trust no longer owns any?
5 A That's correct.
6 Q All right. And what properties are we talking
7 about, insofar as it relates to your complaint in this
8 action?
9 A The property that's adjacent to the Lightsey
10 property, once upon a time referred to as Waters, then
11 Carter, which I purchased in 1999; and the property next
12 to that, which is a home on that property that was
13 originally my grandfather, J.O. Cashman, then my father,
14 Eugene K. Cashman, Sr., and then my sister, Bette Cashman
15 Davis, and myself from my father. Those are the properties.
16 Q And the second property you described was
17 originally purchased by your father?
18 A The second property was purchased by my
19 grandfather --
20 Q Your grandfather?
21 A -- from Mr. Lawton.
22 Q And when was that?
23 A In about 1923, '26.
24 Q All right. And the first property you described
25 was acquired in 1999?

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1 A Correct. From a Tony Ryan, who had acquired it
2 from Ray Carter, who had received it by will from his
3 grandmother, Louise Carter, who had, with her husband Ray,
4 purchased it from a Dr. Waters.
5 Q All right. And what use have you or your family
6 made of these properties?
7 A Are you describing from 1923, '26 forward or --
8 Q Yes, sir. Just in general.
9 A Oh. It's been a home, a permanent residence for
10 my grandparents. Initially, it was used as a hunting and
11 fishing spot by my grandfather. My grandfather worked at
12 the Savannah Sugar Refinery and was a frequent, you know,
13 visitor to and user of the house. Later, when my father
14 came along, he was there. As I came along, there are
15 photographs of me in the May River at, you know, months
16 old. And we have been there ever since.
17 I have been a heavy user, most recently with my
18 family, usually during the summertime because of schools
19 and children, and during major holidays and vacations,
20 because that's where we've always, you know, frequented.
21 My family the same way. And my sister and her child doing
22 the same thing. My parents lived in Savannah, Georgia, so,
23 you know, 35 minutes to Bluffton was not a challenge.
24 Q During what period of time, as best as you can
25 recall, did your grandparents make their permanent home

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1 there?
2 A Off and on -- more permanent after his retirement
3 from the Savannah Sugar Refinery, which would have been in
4 the -- probably somewhere in the '50s. And they had
5 another home in Eustis, Florida. But my grandfather would
6 take my grandmother to Florida and he would come back to
7 Bluffton and fish and hunt. My recollection would be
8 that they had sort of both residences in use, Florida and
9 Bluffton. And then they sold their property in Eustis and
10 moved to the Drayton Towers in Savannah, and then he would
11 still make his sojourns to Bluffton.
12 Q And apart from your grandparents, other members
13 of the family have used it as a vacation place, basically,
14 and --
15 A Right. I've never had, nor had my father,
16 permanent South Carolina residency.
17 Q And how -- it sounds like you have had the
18 opportunity to spend a fair amount of time there; is that
19 accurate?
20 A Yeah. I would say a lot of time over the years.
21 Q And in an average year, how much time do you
22 think you get to spend actually on the site?
23 A It's varied over the years, but spanning about 68
24 years, and some periods more actively than others. During
25 college years, for example, very little. But during the

Cashman & Cashman vs. Lightsey Trust, Wachovia, et al.
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1 period of time when I was in the service and in Washington,
2 probably visits were anywhere from two to four times a
3 year.

4 And in the summertime, from about the '70s
5 forward, my wife would come to Bluffton and spend the
6 entire summer and I'd fly back and forth to my locale in
7 Memphis. So I would say she would be spending anywhere
8 from, you know, six to eight weeks, ten weeks, in the
9 summertime.

10 Q And in your experience, the Lightsey family has
11 owned the property there -- their property there on Oyster
12 Street --

13 A The same amount of time.

14 Q -- throughout the period of time that --

15 A I never met the father of Norris and Oswald
16 Lightsey, but I think his name was Fred, and he would have
17 been a contemporary of my grandfather. And the Oswald,
18 Norris brothers would have been contemporaries of my
19 father, and I had met with or known the Oswald and Norris
20 Lightsey as a youth.

21 Q And what was -- how would you characterize the
22 relationship between the families over that period of time?

23 A Just like what was discussed earlier, before
24 this deposition started, there were family meals and
25 celebrations. And one looked after the other; a lot of

PAGE 10

1 caring, compassion and concern expressed frequently. I
2 don't think that there was ever conflict or concern on
3 anybody's part, at least not from anything that I have
4 recollection of. That little community was pretty intact.
5 They fished together. They hunted together. They shared
6 most everything they had together, in terms of how things
7 were done in that era.

8 Q And over the years, if I understand your
9 complaint that was filed on your behalf in this action,
10 there have been a series of piers or docks in front of the
11 Lightsey property providing access to the May River?

12 A There have been a series, to my knowledge, of
13 three piers. Pier number one, as I've referred to it, was
14 erected sometime in the '20s, and the only base that I have
15 for that are some photographs which would show individuals,
16 who I could almost come close to approximating their age,
17 to show where they were standing, or what they were doing
18 at that point in time on pier number one.

19 On pier number two, that was built by my
20 grandfather in about 1946, approximately. And pier number
21 three was built in about the early '60s. I don't have a
22 date, but I'm going to surmise from photographs and the
23 like it was in the early '60s.

24 Pier number one was heavily participated in, from
25 what I have been told, by Dr. Waters, who was the owner of

PAGE 11

1 the property, and materials were secured and provided for
2 that dock by Lightsey brothers. The same thing held true
3 with pier number two, to wit, there was a floating dock
4 that I'm told that the Lightsey brothers participated in
5 actually having at the end of that particular pier.

6 And pier number three was built by the Lightseys,
7 and when the offer for payment by my grandfather for his
8 share, the Lightseys indicated that they had used and
9 participated in the first two piers and that payment was
10 not necessary for the third pier.

11 There had been on the third pier, subsequently, a
12 floating dock that was permitted; that my father had
13 permitted because -- I'm assuming, and I don't have any,
14 you know, regulation in front of me -- that it was about or
15 on that period of time that regulations started applying to
16 what you could maintain, repair, or build in the river.
17 The only reference that I've got to dock permits was the
18 dock permit that my grandfather secured in the forties to
19 build the second pier, which was filed with and granted by
20 the Corps of Engineers.

21 I should point out, I think in reference to pier
22 number two, that that also required in that documentation a
23 permission for the use of the land of what I have learned
24 to be "a park" originally in the development of the
25 Lawtons, and that park is of public use. And Mr. Lawton

PAGE 12

1 gave permission to use that to my grandfather, and that
2 was in sort of the documentation that was submitted and
3 acknowledged by the Corps of Engineers.

4 Q All right. Now, this land that you were just
5 referring to, as I understand it, the lots, for lack of a
6 better descriptive phrase for them, about Oyster Street; and
7 then, on the other side of Oyster Street, there is a strip
8 of land between Oyster Street and the May River in the area
9 in front of the Lightsey property; is that correct?

10 A Yes. There is a map that is showing the Brighton
11 Beach layout. And on the front part of the May River,
12 there were sections designated to be a public park for the
13 benefit of all of the Brighton Beach participants. That
14 land, to wit, these docks have abutted, were part of that
15 park. The most visible piece of that park property now is
16 what you would see down at what's referred to as Alljoy
17 Landing.

18 Q All right, sir. Now, let's talk about the --
19 what you referred to as pier number one for a moment.

20 A Okay.

21 Q Who is Dr. Waters?

22 A I never knew him. All I know is he was an
23 individual who was the purchaser of that particular parcel
24 of land from, as I understand it, the original developer;
25 you know, Lawton. The chronology I don't know, or the

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Deposition of EUGENE KEENY CASHMAN, JR., taken March 12, 2010

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1 times, but I'm assuming that it was -- coming down that row
2 of lots, it was Fred Lightsey, Waters, and Cashman.
3 Q All right. And did Waters own the property that
4 was acquired in 1999 by your family?
5 A No.
6 Q No?
7 A That property went from Waters -- my
8 understanding, in terms of the chain of events, it was
9 Waters to Carter, to a grandson of Louise Carter, to then
10 a Tony Ryan, and then I purchased it from Ryan.
11 Q And now the strip of land between the road and
12 the river -- and just for sake of convenience, I think, you
13 referred to it as a "park area," so let's just use that
14 terminology just for the sake of this discussion. Who
15 owned that land when pier number one was constructed?
16 A I would say that the same Brighton Beach
17 landowners, as I understood the original plot to have
18 described or given use for the benefit of those
19 individuals. However, it may be important to note that
20 part of that park area, which is now where a home of Stiles
21 Harper resides, was taken back in by the Lawtons for the
22 purpose of the then granting use of that to Mr. Lawton's
23 sister, who would have been Stiles Harper's mother. And,
24 therefore, that portion of what was originally the
25 dedicated, quote, as we're referring to it "the park," was

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1 taken back by Mr. Lawton for that use.
2 Q All right. And the properties that are currently
3 owned by my client, who owned those properties at the time
4 that pier number one was constructed?
5 A I'm assuming that it was Mr. Fred Lightsey.
6 Q And what is your understanding about who built
7 pier number one, or who participated in causing pier number
8 one to be built?
9 A I know, from my father that it was Dr. Waters
10 and my grandfather, Joe Cashman, and that they had
11 materials from Lightsey Brothers. I think as a point of
12 reference back to the earlier beginning of this discussion
13 about how people got along, I think that it was probably
14 pretty well known that those guys did most of the work
15 themselves, and/or, in the case of the Lightseys, they may
16 have seen the lumber needs to be something that they could
17 provide. Docks were not built the way they are today.
18 But my understanding is, is that they all participated.
19 Q And do you know whether or not they had
20 permission from anyone to extend that pier from the park
21 area?
22 A Dock number one?
23 Q Yes, sir.
24 A I don't have any record of anything with regard
25 to that. My assumption would be, again back to the manner

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1 of business, is that if there was permission of any type,
2 it would have been verbal, and they would have all accepted
3 that. I can't imagine that Mr. Lawton would have permitted
4 something that he was not in concert with.
5 Q You have no information that suggests that Lawton
6 objected to the pier being --
7 A None whatsoever. As a matter of fact, pier
8 number two, he gave permission.
9 Q All right. And what is the source of your
10 information or understanding about when and how the pier
11 number one was put there?
12 A Just over years, a lot of dinner table. My
13 grandfather, father. People who had memory recall of those
14 times. People who have lived in that neighborhood for, you
15 know, long numbers of years. The -- sort of the so-called
16 fishing buddies that my granddad had, and sort of what I
17 think of as people when they went down memory lane and
18 talked about things.
19 Q All right. Now, let's talk about pier number
20 two. And what do you know about how that came to be there?
21 Well, let's back up a minute. What do we know about what
22 happened to pier number one?
23 A My assumption is a storm, which has been the
24 nemesis, I think, of all the docks along the years. But I
25 know that pier number two was described in engineered, or

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1 at least drawings, and on file with the Corps of Engineers
2 in Savannah and had attendant permission letters from Mr.
3 Lawton to build the second pier. And I think that was a
4 Corps of Engineer requirement.
5 And it was built, and, to my knowledge it was
6 also gain lumber and materials of that sort were
7 participated in by the Lightseys. I don't have any record
8 of that, but again, it was just conversation that that was
9 the case, and that the Lightseys used that dock. And that
10 I can remember, as a child, distinctly with the swimming
11 and the fishing and things that took place on the dock back
12 in those days.
13 And before a floating dock was on that dock, all
14 those boats were beached, and you got in and out of your
15 boat based on the high tide. And again, by word, the
16 Lightseys participated in the floating dock because they
17 often came over and wanted to fish and didn't want to wait
18 on the tide to push their boat in or out of the water and
19 it would be docked at the floating dock.
20 Q When did -- when was the floating dock attached
21 to pier number two?
22 A I don't know, but it would have to have been --
23 again, back to a recollection of usage, it would have been
24 back in the fifties.
25 Q And was that the -- was it just the one floating

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1 dock?
2 A That's my understanding, yes.
3 Q And was the same floating dock there from the
4 time it was originally put there until the end of pier
5 number two?
6 A I think -- to my recollection, the answer's yes.
7 Q And who all used pier number one and pier number
8 two?
9 A Well, besides the Lightseys and the Carters and
10 the Cashmans, it would have been the Pitts, the Boones, and
11 the -- some individuals who were in the neighborhood at the
12 time, and the individuals who were in the -- what's
13 referred to as the "sugar beach" area, who were sugar
14 refinery employees, who were friends or colleagues of my
15 grandfather, who at the time did not have a pier, which
16 would have been Hacketts, Gabriels, people that -- a
17 recollection in my own mind, because I can remember seeing
18 them or them being down there and using the dock for those
19 purposes.
20 Q To the best of your knowledge, was anyone denied
21 the use of pier number one or pier number two?
22 A No. I don't recall anything. I can't say that
23 for pier number three, but I can for the pier number one
24 and two. There was not a population density problem, and
25 there was not a frequent large number of people who were,

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1 you know, sort of gathered for any recreation of that sort
2 in that area. We don't have that today, but they were very
3 few in number.
4 Q And what happened to pier number two?
5 A A storm, to my knowledge.
6 Q And do you know approximately when that was?
7 A I'm just going to make a speculative guess that
8 it was in the late fifties. '58, '59. Somewhere in that
9 vicinity. We could probably go back and find the storm of
10 record that would have been a wipe out.
11 Q And was pier number two completely destroyed?
12 A I don't think so. I've seen photos of the --
13 typically, the high water was just going to pop the boards
14 up. You know, pilings had probably been scabbed once or
15 twice; you know, in their lives, so they started looking
16 like little tripods. There's actually today -- at low
17 water, you can still see remnants of the piling out in the
18 -- at the far end, and some mounted oyster rakes where it
19 used to, you know, reside.
20 And I should point out, I think, that if, upon
21 examination of pier one, it had no railings. It was just
22 a planked dock and a pierhead with a floating dock. No
23 cover. And I think that, you know, by the time that pier
24 number three came along, you know, hand railings and
25 coverings, and things of that nature, were improvements and

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1 better features for the, you know, benefit and use of the
2 dock.
3 Q Now, was there any specific agreement amongst
4 anybody about the use of pier number one or pier number
5 two?
6 A My assumption is just come on down and use it. A
7 handshake. I don't -- again, just the way people did
8 business and related to one another, there was not a --
9 it's like, "Come on down." I mean, when the tide comes up,
10 you go out and play, or you go crab, or you go do whatever
11 you're going to do.
12 Q Was it a situation of everybody sort of knew who
13 was using it and everybody was pretty much okay with that?
14 A The dock, I am told, was originally referred to
15 in the context of the public as -- pier number one was
16 referred to as the Cashman-Waters pier. Pier number two
17 was referred to as the Cashman-Carter pier. Pier number
18 three was referred to as the Lightsey-Cashman-Carter pier.
19 Q And referred to as that by who?
20 A Well, the individuals who I have reference to
21 were people who were asking a Cashman or a Carter or a
22 Lightsey for permission to use the dock, and they would
23 have, in their nomenclature, understood it to be pier
24 number three owned by those three families. I can't say
25 I have any knowledge of anybody ever asking for or being

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1 denied, one way or the other, one or two.
2 Q I'm sorry. Denied one way or the other, one or
3 two?
4 A Use.
5 Q Use of --
6 A Use of --
7 Q -- pier numbers one or two?
8 A Yeah, use of pier numbers one or two.
9 Q All right. And was that also the case, at least
10 for a time, with pier number three?
11 A To my knowledge, pier number three had -- as the
12 population density grew, it had issues of people who were
13 using it or had used it and were not permitted and were
14 asked to not use the dock, at which time signs were posted
15 on the dock, as a "no-trespassing" sign.
16 Q And when was that?
17 A I'm going to just recollect that it was probably
18 back in the late sixties, early seventies.
19 Q And who put those signs up?
20 A I think both the Lightseys and the Cashmans.
21 They were often tipped down in protest by someone or some
22 thing -- to come down. And I know that -- on a couple of
23 occasions, I know that there were property damages to boats
24 at the dock by teenagers. I can recall calling the sheriff
25 on one occasion for vandalism.

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1 I can recall, in conversation with Norris
2 Laffitte, the interest that he had, to give someone
3 permission to use the dock as a way in which you could show
4 activity and could also serve as an overseer, custodian, to
5 keep people from improperly using the dock.

6 And I think as the population in the area grew,
7 there became a frequent, you know, group of young teenagers
8 who frequently used the dock and were potentially, you
9 know, going to perhaps be libelous -- or the families would
10 have a liability associated with their use.

11 Q Was that, as far as you know, a concern of the
12 Lightseys and the Cashmans?

13 A Absolutely.

14 Q Now, pier number three, I think you said, was
15 built by the Lightseys. What do you know about how that
16 was accomplished and who all participated in it?

17 A My understanding is, is that the Lightseys built
18 it as a result of the pier number two demise, and that my
19 grandfather was in concert with that, and when he made
20 offer for payment for his half, that the Lightseys said,
21 "Well, we've used one and two all these years. We'll
22 provide and pay for dock number three."

23 I don't think that there's -- to my knowledge,
24 there's not agreements or anything written on one, two, or
25 three. I think that back in that day, handshakes and

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1 Q What is the source of your information about
2 that?

3 A My father.

4 Q And when did he tell you that?

5 A Numerous occasions.

6 Q Well, can you recall the first occasion?

7 A Probably when I was -- I'm going to say 1977,
8 just because that was the year that a major renovation on
9 the property that is there now was completed or activated.

10 And the subject of the dock came up and he told me -- he
11 sat down for the first time that I can recall to tell me
12 the history of the docks. And, you know, he -- that's when

13 I first started learning about the Carters and Waters, and
14 et al. I knew Lightseys, but I never knew -- I never knew
15 business. I just knew, you know, what I think of as just
16 the family relationships that ran up and down that street.

17 Q What were the major renovations that you are
18 referring to that were taking place in that time frame?

19 Around 1977?

20 A Our house was just originally a cottage that my
21 father, at one point, air conditioned. A big oak tree fell
22 on it. I had a son that was born. My wife wanted the
23 amenities of something that was cool in the summer. And so
24 he took the oak tree down that had fallen on the back part
25 of the house, with my son in the crib underneath the oak

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1 acknowledgments of where they'd all been over time were,
2 you know, the rule of the day.

3 Q Is it your understanding that the Lightseys
4 provided or paid for all of the labor and material
5 for the construction of pier number three?

6 A To the best of my knowledge, everything that
7 was at pier number three was by the Lightseys, with the
8 exception of the electricity and the water. And in the
9 course of the years, I, along with my father and his crew
10 -- he was a contractor -- did repairs on the dock, and
11 those consisted of the replacing of a two-by-four, or, you
12 know, fixing a -- nailing something together, or whatever
13 the course would require to keep it safe.

14 Q Would those have been things that were undertaken
15 without any conversation with anybody, just as it appeared
16 something needed to be done?

17 A Yeah, routine course of keeping the dock
18 maintained.

19 Q Now, you indicated earlier that the Lightseys had
20 declined an offer by your grandfather to make some payment
21 in relation to the --

22 A Cost associated --

23 Q -- cost associated with building pier number
24 three?

25 A Yes.

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1 tree when it occurred, and he erected a new structure,
2 which was then heated and air conditioned and added to. But
3 as that was going on, this house that was owned by Louise
4 Carter was next door, and it had become overrun, I guess,
5 and under maintained, even though she lived in it. She
6 later died and it was abandoned and became -- you know,
7 trees had fallen in and it had basically been ruined. And
8 I was making an attempt with asserting, you know, some
9 thought of where I was going to be in the future, to trying
10 to acquire that property, which I found out that it was
11 willed to her grandson and her grandson was not predisposed
12 to selling the property.

13 And then, when Mr. Ryan had the property, he just
14 appeared one day to -- having cleared it, dressed it up,
15 made it look as though he was going to build on it -- had
16 some stakes out for that purpose -- put it up for sale, and
17 I was notified of the sale and acquired it.

18 I can recall one conversation with Norris
19 Laffitte that one of the other families would like to get
20 access to that property to have a buffer and/or to prevent
21 someone coming in to build on that property if we could.
22 And, of course, back during that time, that wasn't a
23 possibility.

24 Q And what out of all -- what about all this caused
25 your father to talk about the history of pier number three?

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1 A I think it's just like what happens when you get
2 to his age at that time. There are things that they start
3 revealing to you. I mean, that's just -- I didn't know
4 about his finances until later in life. I didn't know
5 about, you know, a lot of the things that were part of his
6 boyhood.

7 I started hearing the stories of things like him
8 romancing a young lady and not tying the motor down on the
9 boat and using a broom handle to squire her in the front
10 and the motor being in the May River and he and Rex Gable
11 diving for hours and hours. I mean, I don't think a father
12 was going to tell his son in his teenage or early twenties
13 those kinds of stories.

14 And, you know, I have -- again, I've seen
15 photographs, and those photographs have also prompted, you
16 know, storytelling. I do remember family gatherings. I
17 remember, you know, young children. I remember things like
18 that. But it was the first time I can recall he sat down
19 and started telling other kinds of in-fill in terms of
20 stories.

21 Q And was this in the nature of just general
22 reminiscing?

23 A Oh, I think he had -- he had some very definite
24 reminiscing moments, but I think he also had some clarity
25 and understanding of the, you know, things that had taken

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1 meter and the box on our house. There was a switch put on
2 the outside so that it could be turned off and on by the
3 Lightseys.

4 There was water. Later, because of just, you
5 know -- as I recall, when the waterline broke, it was a
6 during a period when Norris Laffitte had just started using
7 the house actively with this family, and he, on his own,
8 worked to run a waterline from a pump area in the back of
9 their property underneath the road to replace the water
10 supply.

11 I can recall arriving once and finding that there
12 had been a sink put down on the dock, which was welcomed
13 because of fish cleanings and things of that nature, which
14 were always sort of modern enhancements, but -- admittedly,
15 you know, those were the kind of things that people just
16 did.

17 Q Approximately when was the electricity run out
18 there?

19 A I'm going to -- I'm just going to have to take a
20 guess, or an approximation of time, but it would have been
21 in the -- probably the late sixties, early seventies,
22 initially. It's been -- it was repaired a couple of times,
23 again because of storm damage.

24 Q And do you know who put that there?

25 A Yeah, my dad. Let me say this. He contracted to

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1 place because, by that particular time, he was managing,
2 you know, the affairs of my grandmother and grandfather,
3 and he had, you know, access to and knowledge of, through
4 them, of all these initiatives. But, there again, I don't
5 recall, you know, records or contracts for agreements, and
6 nothing like that was ever referenced in terms of something
7 that was, as today, put on a piece of paper and signed and
8 notarized, and the like.

9 Q Was there anything in particular going on that
10 would have prompted your father to tell you that your
11 grandfather had offered to pay for part of the cost of pier
12 number three?

13 A No. No, just the course of conversation.

14 Q Do you know what the source of his information
15 for that is? I mean, how did he know that that offer was
16 made, if you know?

17 A I don't know, but I'm certain that he wouldn't
18 have, you know, manufactured it. I mean, he obviously knew
19 of something. And again, in the sixties, he'd have been in
20 his fifties, so I don't think he was without, you know,
21 frame of reference.

22 And I should point out that, you know, in dock
23 number three, there's electricity that was run to the dock.
24 Lights were put on the dock at the far end, at the -- you
25 know, at the gate area. That electricity was tied into the

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1 somebody to put it there. He didn't do it.

2 Q Do you know if he just did that, or was there any
3 discussion with the Lightseys or anybody else about that?

4 A I'm sure that he didn't just go do something.
5 I'm sure they all had probably said, you know, "It'd be
6 nice if we had lights," or something to that effect, and
7 he contracted with somebody to put them out there. But he
8 probably had a discussion with Oswald or Norris. It may
9 have been a phone call. I'm not sure. But he wouldn't
10 have gone and just one day have them come back and arrive
11 and see lights on the dock.

12 Q Do you have any specific knowledge of that, or is
13 that an assumption that you're making?

14 A With reference to the conversations?

15 Q Yeah. In reference to whether or not your father
16 had any discussions with anybody about running the
17 electricity out to the dock.

18 A My assumption is that he would have had the
19 discussion before he did it. I don't think he would have
20 gone to the expense of contracting somebody to do that
21 without having, you know, at least a telephonic connection
22 or discussion with the Lightseys and/or possibly the
23 Carters.

24 Q And approximately when was water run out there?

25 A On or about the same time.

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1 Q And --
2 A But I can't -- I'm not as firm about that in my
3 recollection. I know that the water initially was tied to
4 our house. And our house at that time was all on well
5 water, and I know that there was a valve for cutoff
6 purposes, and that that was run down the street through a
7 main that went under the street, connecting a drainage
8 ditch, and then on to the dock. That line was -- I don't
9 know. I can't put a date on it. I just know that probably
10 back in the eighties I can recall, or early nineties -- I
11 can remember that it was not working and that it was
12 supplemented by the effort that Norris Laffitte had to run
13 water down there.
14 Q Do you know who originally ran the water down
15 there or caused it to be run down there?
16 A I would say that that was my family initially,
17 but I -- and I don't think that there was water prior to
18 that, but I don't have any specific other knowledge.
19 Q All right. Now, these "no trespassing" signs
20 that you talked about, I think you said were posted
21 probably sometime around the late sixties, early seventies;
22 is that correct?
23 A That's the first recollection. And the only --
24 the tie-in that I've got to it is I can see the -- I can
25 see the signs and I can see the posted little yard signs

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1 that we put up there on the front part of the dock
2 indicating the same. And there were -- there were no
3 attempts to lock it. There were little rope, gate-latch
4 type things on the dock to prevent younger kids and/or dogs
5 from, you know, going through it. That part I can, you
6 know, recall that.
7 Q And do you know who physically put these things
8 up, or had them put up?
9 A Well, I'm going to assume that they were probably
10 both Lightsey, because I know I put some up. But that was
11 in recognition that there were people who would be on the
12 dock and there would be, you know, at challenge, no reason
13 or authorization from anyone of the immediate Cashman,
14 Carter, Lightsey group that -- as a matter of fact, most of
15 the time, they wouldn't even know the reference or have the
16 name of Cashman, Carter, or Lightsey to have been -- when
17 they were approached.
18 Q And was the intent of posting these signs to
19 restrict the use of pier number three to the Lightsey,
20 Cashman, Carter families? Was that --
21 A Unless otherwise --
22 Q Unless otherwise authorized by somebody within
23 one of those families?
24 A That's correct. And it would -- I think that it
25 would have been safe to say that when those signs were put

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1 up, it was intended that people back then would still obey
2 what they said. And I would also reference that in the --
3 one personal case in my recollection where there was
4 vandalism, that I was told by the sheriff that because
5 these were teenagers, that even if he staked it out, caught
6 them in the act, that they would be in and out of and
7 remanded back to their parents, and that if I persisted,
8 that the damage both to docks and/or property would likely
9 be the next course.
10 Q In other words, people -- kids being offended at
11 being excluded and hauled in by the sheriff would retaliate
12 by inflicting more damage on the property?
13 A Yeah. And the sheriff indicated to me that these
14 were kids who were known to be mischievous. He referenced
15 the fact that they'd stolen a golf cart and driven the golf
16 cart off the Alljoy ramp into the river, and he did not
17 suggest at all that we be advised to take or press any
18 action.
19 I did have one story related to me that was an
20 outcome of Norris Laffitte's efforts to have an individual
21 on our street, a gentleman by the name of Neil Lax, serve
22 as the protector/overseer in exchange for being able to tie
23 his boat up at the dock -- that he saw this same group of
24 children, young adults, go by his house. He was suspicious
25 of where they were going and what they were going to do.

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1 He let them go by his house. He circled around behind our
2 homes and surprised them out on the end of the dock,
3 confronted them.
4 And if you knew Mr. Lax, you would know that he's
5 intimidating. He secured their names and home locations
6 and -- because he was motivated (a) for protection of the
7 dock or the property, but also because they had stolen one
8 of his bikes. And he went to their homes to put their
9 parents on notice and to reclaim or to have his bikes
10 returned; to wit, my understanding is not the exact bikes
11 came back, but he got bikes back. So I think that
12 firsthand security was in the form of Mr. Lax, but other
13 than that, the signs were being, I think, ignored by that
14 element.
15 I've only got one evidence on an individual who
16 called on one occasion to me for use of the dock, which was
17 a lady by the name of Reynolds. And I told her that if
18 there were no objections by the Lightseys, I didn't have an
19 objection, but that she had secured permission for the use
20 of the dock from the Cashmans, the Carters, and the
21 Lightseys in years past, in the sixties, for her son to --
22 and her family to use the dock, which she later revealed in
23 a letter, which was the second time she was making the
24 request to use the dock some years later, which would have
25 been in the early 2000s.

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1 Q Now, is it -- was it your understanding that
2 rightful use of pier number three required permission from
3 someone in the Lightsey, Cashman, or Carter families?
4 A I'm going to say it was implied. I don't think
5 there was ever anything that was written down, but I think
6 the families were rightly concerned about anybody using it,
7 if for no other reason, just the liability associated with
8 it. And I know that, in my family's case, we had, you
9 know, insurance both for the benefit of, you know, damage
10 or property, but also for liability.
11 Q Was it your understanding that the three families
12 -- the Lightseys, Cashmans and Carters -- believed that
13 they had the right to restrict access to the pier?
14 A Whether they believed it or not, back in that
15 day, that's what they exercised.
16 Q All right, sir. Fair enough.
17 A I should point out -- that brings back an earlier
18 moment. I've thought about "the park." Again, something I
19 didn't learn until later is that that park being owned by
20 all of the Brighton Beach property owners, and where that
21 separation may have taken place with respect to the pier
22 one, two and three, would have been the permission that had
23 been given in the correspondence between my grandfather and
24 Mr. Lawton; and that, therefore, the remaining property
25 owners of Brighton Beach were not entitled.

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1 Now, I don't know at any point that I can recall
2 of that being challenged. I do know that there is a pier
3 that is at the head of the 90-degree turn on Oyster Street.
4 That is owned by a community group in the Brighton Beach
5 area. And I'm not sure how or what the details of that
6 represent, except I know that it went through a long,
7 arduous process before it actually became, you know, the
8 real deal, in terms of the dock.
9 Q So we do have a community dock out there today?
10 A My understanding, it is not, quote, all of
11 Brighton Beach. It's by membership of three or four
12 people.
13 Q And do we know who those people are?
14 A The only named person that I'm familiar with is a
15 gentleman by the name of Turner, and I don't know if he is
16 the -- I think he may have been the -- he may have been the
17 person who organized or put all of it together. But what I
18 recall is that they had -- for the longest time, they had
19 palmetto pylons that didn't have anything else attached to
20 it; that they were just there. And then they later scabbed
21 some boards and things together, and the next thing emerged
22 was a dock. And back in that period of time, and even
23 today, I've never, you know, thought to inquire or
24 investigate it.
25 I mean, there are docks along the May River that

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1 have just sprung up. I do know from some of these family
2 discussions that the first pier one that I referenced, that
3 was like the second dock on the May River. And I think the
4 only other dock, the second or the third, the only other
5 docks being the one down at Alljoy and the one that's
6 referred to as the Mingleorff dock, which is on the tip
7 end of Myrtle Island.
8 Q Now, pier number three as originally constructed,
9 how was it configured? What was included? You had a pier
10 and what else?
11 A Had a pier and a head and a floating docks.
12 Q Two or one?
13 A To my knowledge, there was one, and it was to the
14 -- it'd be on the south side, I guess. I'd call it south,
15 or west, whatever that was, and -- but I -- that was my
16 recollection.
17 Q And who used that floating dock?
18 A Cashmans, Carters, and Lightseys.
19 Q And was that floating dock part of what the
20 Lightsey family had originally built there?
21 A Yeah, to my knowledge.
22 Q Now, at some point in time -- well, let me ask
23 you this. Is there any doubt that pier number three --
24 there was an application submitted to the Corps of
25 Engineers to be able to build pier number three; is that

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1 correct?
2 A I've never seen it, but I'm assuming that because
3 my grandfather had to have a permit and permission, that
4 the Lightseys secured the same, so if -- I mean, I would
5 say that the permit would have been the evidence to answer
6 the previous questions about what was permitted, because I
7 know that, at a later point, a permit was required for the
8 dock that went on the eastern end -- the floating dock that
9 went onto the other pier, and that -- I know that the
10 correspondence with respect to that referenced the pierhead
11 and that the drawings had to be submitted to apply to the
12 approval of the -- by the Corps of the floating dock.
13 But I would not -- I can't imagine that there
14 wouldn't have been a permit for the pier number three, and
15 I can't imagine that there wouldn't have been permission
16 granted by somebody for pier number three. Now, that
17 permission could have been back to gentlemen in the street.
18 It could have been as simple as, "Well, this dock is gone
19 and we'll build another dock, and, you know, we'll just use
20 the permission that Mr. Lawton has already granted to you,
21 Joe. Let's go ahead and do that." I mean, that --
22 Q Well, let me put it this way. Is it your
23 understanding that the Lightsey family applied for and
24 received a permit to construct pier number three?
25 A That'd be my assumption.

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1 Q All right. You don't have any information that
2 suggests otherwise?
3 A The only thing I have is I have a reference to
4 the fact that when my father applied for the permit for
5 the floating dock, that it was responded to by the Corps
6 as a requirement, because his initial application was
7 rejected because the only thing they had on record was dock
8 number two. I don't have any knowledge of any permit for
9 dock number three. I do have knowledge that the Lightsey
10 brothers gave a document that had come to them to my father
11 for compliance for the permit of the dock, or the floating
12 dock, which is why I've said I've made the assumption that
13 there was a permit.
14 Q When was the first time a second floating dock
15 was attached to pier number three?
16 A To the best of my knowledge, probably in the
17 seventies. Now, there could have been something -- again,
18 back in that day, anything could have been scabbed on. I
19 mean, I can remember, you know, on more than two or three
20 occasions chasing down a floating dock, re-strapping a
21 floating dock, putting styrofoam, you know, stanchions
22 under the floating dock, replacing rampways, have divers
23 retrieve, you know, ramp -- and I can remember just
24 litanies of things like that on both sides. And I'm
25 referencing the fact that the storms weren't, you know,

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1 treating one side different than the other.
2 As a matter of fact, I think on one occasion, one
3 of the lost -- or recovered rampways, we flip-flopped and
4 put over to the other floating dock. And in the meantime,
5 that floating dock had been destroyed, and they came back
6 with another floating dock, which I was admiring because it
7 was much larger and sleeker.
8 MR. LAUGHLIN: Mark that for me, if you
9 would.
10 (WHEREUPON, a document was marked as
11 Defendant's Exhibit Number 1 for Identification to
12 the Cashman Deposition.)
13 BY MR. LAUGHLIN:
14 Q Mr. Cashman, I've handed you what has been marked
15 as Defendant's Exhibit 1 to this deposition and ask if you
16 recognize that.
17 A (Witness peruses document.) Yeah, and this is
18 what I was saying earlier, that the Corps --
19 Q Well, before that, if you'd --
20 A Yeah. What I was referencing is that my father
21 referenced a permit dated September '41, which would be for
22 pier number two, and I think that what they responded to in
23 this particular piece of correspondence was that they only
24 had this permitted, and that they were, in fact, calling
25 attention to the fact that his application was for the

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1 floating dock to be on pier three.
2 Q Okay. Is Exhibit 1 a copy of a letter written by
3 your father to the Corps of Engineers dated May 27, 1975?
4 A To the best of my knowledge, yes.
5 Q And that was because he wanted to put a second
6 floating -- another floating dock on this pier number
7 three; is that correct?
8 A That's my understanding, yes.
9 MR. LAUGHLIN: Mark this for me, please.
10 (WHEREUPON, a document was marked as
11 Defendant's Exhibit Number 2 for Identification to
12 the Cashman Deposition.)
13 BY MR. LAUGHLIN:
14 Q Mr. Cashman, I've now handed you what has been
15 marked as Defendant's Exhibit 2 to the deposition and ask
16 if you recognize that and can tell me what it is.
17 A (Witness peruses document.) Yeah, this is what I
18 mentioned earlier. I think they brought to his attention
19 that the dock permit that he was asking for was not in
20 conjunction with the permitted dock of September '41, and
21 they were asking him to get a plan view or drawing of the
22 dock that was to be used, which, to my understanding, would
23 have been dock number three.
24 Q And Defendant's Exhibit Number 2 was the Corps'
25 response to your father's letter, Exhibit Number 1; is that

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1 right?
2 A Yeah, because it references or calls attention to
3 the May 27th letter.
4 Q Now, when your father wrote Exhibit Number 1, did
5 he not know that the 1941 pier wasn't there anymore and had
6 been replaced by another pier in the early sixties?
7 A I'm certain that he probably knew that pier
8 number three was there.
9 Q I mean, do you have any idea why, in Exhibit
10 Number 1, he refers to a permit that he obtained in
11 September of 1941?
12 A That would have been my grandfather obtained a
13 permit in 1941.
14 Q I have a permit. I'm sorry. He does say "I have
15 a permit." Why would he refer to that one instead of the
16 19 -- the permit for the pier number three, which was the
17 only one actually existing at that time?
18 A I have no idea.
19 MR. LAUGHLIN: Excuse me one moment.
20 (Brief recess.)
21 MR. LAUGHLIN: All right. Let's go back on.
22 Mark this, please.
23 (WHEREUPON, a document was marked as
24 Defendant's Exhibit Number 3 for Identification to
25 the Cashman Deposition.)

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1 BY MR. LAUGHLIN:
2 Q Okay. Mr. Cashman, I'm going to hand you what's
3 been marked as Defendant's Exhibit 3 to this deposition.
4 This is a copy, which consists of four pages, that were
5 provided to us in response to our request for production of
6 documents, and this was Exhibit "I" to the response to that
7 request. And I apologize. Page 1 of it is difficult to
8 read. Do you recognize Exhibit 3?
9 A Yes. And I think that, in my reference earlier,
10 that this is what he was originally referring to in the May
11 -- in the May letter.
12 Q In Exhibit 1, the May 27, '75 letter?
13 A That's where I believe that was an origin.
14 Q Now, this, page 1, appears to be a copy of a
15 letter from Eugene K. Cashman. That would be your father;
16 is that correct?
17 A That's correct.
18 Q To the Corps of Engineers dated May 5, 1977,
19 and he appears to again be requesting permission to -- he
20 appears to be requesting permission to replace a floating
21 dock, two pilings, and a ramp, which would be attached to
22 an existing dock located on the May River, and this would
23 be dock number -- this would be pier number three that he's
24 referring to?
25 A My assumption is that's what this would refer to,

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1 and I'm only making that assumption or drawing that from
2 the realization that there's an enclosure or note at the
3 bottom that Oswald Lightsey gave permission to attach the
4 floating dock. And the structure of the drawing would
5 indicate that that's what the dock number three structure
6 looks like.
7 Q And was the May 5, 1977, letter -- is that a copy
8 of a May 5, 1977, letter written by your father and sent to
9 the Corps?
10 A My assumption, it is. I don't have anything
11 other than what you see as Exhibit 3.
12 Q And in that letter, he tells them that the dock
13 is owned by Lightsey Brothers and he has permission to
14 construct the floating dock as per statement below of
15 Oswald Lightsey; is that correct?
16 A That's what I -- how I would interpret it.
17 Q Now, page 3 of Exhibit 3 appears to be, to me,
18 perhaps a draft -- an earlier draft of the May 5, '77
19 letter; is that correct? Or is it something else?
20 A No, I would -- I would say that's a draft.
21 Q And whose handwriting is that?
22 A That's my father's handwriting. That's why I
23 said it'd be a draft.
24 Q And that's his handwriting below where it says
25 "Signed by Oswald Lightsey" --

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1 A Yes.
2 Q -- "5/9/77. Delivered to engineers 5/9/77"?
3 A That's correct.
4 Q All right. And pages 3 and 4, what are those? I
5 know page 1, the actual May 5, '77 letter, refers to -- it
6 says it has an enclosure. Do you know what that enclosure
7 was? Do you know whether it was the third and fourth pages
8 of Exhibit 3?
9 A I'm going to make an assumption that it's an
10 enclosed -- you know, those references were to these two
11 enclosures. And I'm looking at it in reference now, down
12 in the legend, that what this references is the proposed
13 pier by the Lightseys on October 31, 1960, which would
14 coincide with the earlier discussion about the time period
15 of when that dock was constructed.
16 MR. LAUGHLIN: Excuse me one moment.
17 (Brief recess.)
18 MR. LAUGHLIN: Let me have this marked,
19 please.
20 (WHEREUPON, a document was marked as
21 Defendant's Exhibit Number 4 for Identification to
22 the Cashman Deposition.)
23 BY MR. LAUGHLIN:
24 Q Okay. Mr. Cashman, you now have in front of you
25 what's been marked as Deposition Exhibit 4, or Defendant's

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1 Exhibit 4 to this deposition, which appears to be a letter
2 from the Savannah District Corps of Engineers to your
3 father. It's got a stamped date on it of May 18, 1977;
4 is that correct?
5 A Yes.
6 Q And it starts out, "Reference is made to your
7 letter of 5 May 1977," and do we understand this to be a
8 response from the Corps to your father's letter, which is
9 -- a copy of which is Exhibit 3?
10 A Yes. This also just looking at it -- Exhibit 4
11 clarifies an earlier point about the -- since issuance of
12 the original permit, the State of Carolina (sic) has
13 instituted a permit program, so there is a -- somewhere in
14 the lapse of time, because it also brings out that the
15 original structure issued in '61 did so without having
16 advertised public notice, for which it appears, in this
17 letter, that that had to be done in order to get the permit
18 for the proposed work that was being requested.
19 MR. LAUGHLIN: Let's mark this as an
20 exhibit.
21 (WHEREUPON, a document was marked as
22 Defendant's Exhibit Number 5 for Identification to
23 the Cashman Deposition.)
24 BY MR. LAUGHLIN:
25 Q All right, sir. And next we have what's been

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1 marked as Defendant's Exhibit 5 to this deposition. Take a
2 look at that, and I ask you if you recognize that and know
3 what that is.

4 A (Witness peruses document.) It looks like an
5 application. It is not in my father's writing. And it
6 indicates that the name and address of the applicant was
7 Lightsey Brothers, and the name and address and title of
8 applicant's authorized agent for permit application
9 coordination was Cashman, and it appears that this is also
10 describing the dock that was previously identified for --
11 or discussed in Exhibits 3 and 4.

12 Q And is that something you've seen before?

13 A I've seen this, but just not recently. And as I
14 said, I don't know whose handwriting this is, and it's not
15 been signed, but I accept it as accurate.

16 Q I'll represent to you that that was -- that
17 document was -- well, never mind.

18 MR. LAUGHLIN: Mark this, please.

19 (WHEREUPON, a document was marked as
20 Defendant's Exhibit Number 6 for Identification to
21 the Cashman Deposition.)

22 BY MR. LAUGHLIN:

23 Q You have in front of you what I believe has been
24 marked as Defendant's Exhibit 6 to the deposition; is that
25 correct?

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1 A Um-hum.

2 Q And that's two pages, and I ask if you recognize
3 that.

4 A (Witness peruses document.) Yeah, I do now.

5 Q And I will represent to you that those were --
6 those two pages were part of Exhibit "M" to your response
7 to our request to produce.

8 A Yeah. You know, I gathered a lot of information,
9 but I recognize these, and it seems that these would follow
10 in sequence with the previous exhibits if dates mean
11 anything.

12 Q All right. And Exhibit 6 appears to consist of a
13 letter, a copy of a letter from the State of South Carolina
14 Water Resources Commission dated July 21, 1977, addressed
15 to Lightsey Brothers, Miley, South Carolina, and the second
16 -- the other page appears to be a copy of a letter from
17 Oswald Lightsey to your father, dated July 22, 1977, in
18 which he is saying he received the July 21, '77 letter and
19 he's sending it on to your father. Is that --

20 A Yeah.

21 Q -- generally correct?

22 A My assumption is, is that, you know, six follows
23 five, and that the permit application is what -- in the
24 order in which they were received, this would be first and
25 this would be second. This is an acknowledgment of --

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1 Q When you say "this," just so --

2 A Oh, excuse me.

3 Q -- that when we read the transcript later, we
4 know what "this is," if you could identify them for me.

5 A Yeah. As a point of clarification, Exhibit 5
6 was the application for the Department of the Army permit,
7 and the name and address of the applicant was Lightsey
8 Brothers, but the applicant -- authorized agent for permit
9 application coordination is Cashman.

10 The response from the State of South Carolina
11 Water Resources was the date of July 21, 1977, and the
12 transmittal of that letter, July 22nd, 1977, marked as
13 Exhibit 6, would indicate that Oswald Lightsey sent that
14 enclosure to Eugene K. Cashman.

15 Q Thank you.

16 A Do you want to flip that, in terms of keeping the
17 date sequence correct?

18 Q Well, we'll just put it the way it is. They've
19 both got dates on them, so I think --

20 A I was looking at the chronology.

21 Q Yeah. It certainly appears that the second page
22 was --

23 A A response to the permit application.

24 Q And that the first page is dated a day later.

25 A Right, which would have been a transmission of

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1 that, which is basically saying, "It's your deal. You've
2 got to do whatever they said to do."

3 MR. LAUGHLIN: Mark that for me, please.

4 (WHEREUPON, a document was marked as
5 Defendant's Exhibit Number 7 for Identification to
6 the Cashman Deposition.)

7 BY MR. LAUGHLIN:

8 Q Let me -- you now have in front of you what's
9 been marked Defendant's Exhibit 7. I ask you to take a
10 look at that and tell me if you recognize and can tell me
11 what it is. And I'll tell you that the yellow highlighting
12 on those documents is mine, so that was not part of what
13 was there when I got it.

14 A (Witness peruses document.) Exhibit 7 is the
15 public notice, and it indicates that the applicant was
16 Lightsey Brothers. It appears to be the same descriptive
17 work that has been previously referenced in earlier
18 exhibits. I'm not really sure how to interpret the one
19 paragraph that follows: The applicant will require assent
20 from the State of South Carolina in the form of a permit
21 from the South Carolina Budget & Control Board. Local
22 governmental approval may also be required. Environmental
23 impact statement will not be required." But the attachment
24 would indicate it's similar to the attachment on the
25 previous drawing, with the one exception, that it shows the

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1 been in the eighties, early eighties.
2 Q Did that replacement require a permit?
3 A I don't have any idea if a permit was secured for
4 replacing it or not -- or replacing and repairing. The
5 part I recall were the -- the original had no extenders on
6 the piling, and the floating dock actually floated off the
7 piling. And the extenders, or metal rods or bars, were put
8 up at the top to give it a higher state of buoyancy. And
9 that's the part I'm talking about that I recall. And when
10 that was floated off, that -- when I say "replaced," it was
11 probably found and repaired and then put back with two
12 instead of one piling -- three piling.
13 Q And remind me again, which side of the pierhead
14 is --
15 A It's -- I refer to it as the east. But if you
16 look at that document, you'll see that it had plans that
17 did not locate the pierhead. But it's the exact same
18 drawing. It's just what's been added is the pier to the
19 east.
20 Q If I am standing --
21 A What I'm also not seeing on here is that, to the
22 best of my knowledge, there was also a pier on the west.
23 It's not shown there, but there was a pier on the west.
24 Q A pier or a floating dock?
25 A Excuse me. Floating dock. I'm sorry. Floating

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1 dock.
2 Q All right. Now, the one we're talking about
3 here, the one that your father put in there in the
4 seventies, if I were standing on the pier facing the river,
5 that would be to my left?
6 A Yes.
7 Q And is there a floating dock there today?
8 A No. The piling are there.
9 Q And what happened to the floating dock, the last
10 floating dock, that was there at that location?
11 A It needed to be replaced. It was beached. And
12 that's the one I was saying that I disassembled and had
13 carted off.
14 Q All right. And why was that one not replaced?
15 A Because when it came time to replace it, I was
16 denied access to the end of the dock, because the gate was
17 locked, the first time I had known it to be locked.
18 Q Did you just -- I mean, did you have any prior
19 knowledge of the lock being put in place, or did you just
20 discover it one day when you were out there?
21 A I discovered it when I went out there to actually
22 take people to give me the estimate for the replacement.
23 Q And who were you taking out there to estimate the
24 cost to replace the floating dock?
25 A An individual who represented a company who was

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1 going to do the work.
2 Q Do you remember who that was?
3 A No. It was probably -- it was either Ansley or
4 Nanny Roberts, who were the people who were building
5 floating docks and doing that kind of work, but I don't
6 recall the name. I just know that I had them in hand after
7 a long search to try to get somebody to meet me in Bluffton
8 to go out there, and when I got there with them, the gate
9 was locked.
10 Q And what did you do?
11 A I called Norris Laffitte.
12 Q And do you know when that was?
13 A 2005.
14 Q And did you speak with Mr. Laffitte?
15 A Um-hum. Yes, I did.
16 Q And what did he say?
17 A He said, "Oh, we've got a lock on there. I'll
18 send you the keys."
19 Q And did he send you a key?
20 A Yes.
21 Q And then what happened next?
22 A He called me and said, "I've been told that I
23 can't do what I just did," and that, "You don't have
24 permission to go out on the dock." We talked for a few
25 minutes. I had not opened the envelope that he sent me.

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1 I wrote him a letter. And he had indicated in the phone
2 call that he needed the key back, and I sent it back to
3 him.
4 Q When he requested that you send the key back to
5 him, was that in -- by letter, or by phone call, or
6 conversation? How was that request communicated to you?
7 A He told me on the telephone. And he was upset
8 and without explanation, because he had none. He made the
9 request and I trusted our relationship. And I realized
10 that he could have put himself in a bind with his family,
11 and I was not going to, you know, put him at any greater
12 risk, and I sent the letter and the envelope.
13 Q How long did you have the key before he requested
14 that you return it?
15 A Well, I got it one day and he called me that day,
16 and it was returned, you know, in the next mail.
17 MR. LAUGHLIN: Mark this, please.
18 (WHEREUPON, a document was marked as
19 Defendant's Exhibit Number 8 for Identification to
20 the Cashman Deposition.)
21 BY MR. LAUGHLIN:
22 Q You have in front of you Defendant's Exhibit 8.
23 What is that, sir?
24 A March 21, 2005. It's a letter from Norris to me.
25 "At the family meeting, it was decided that the Lightseys

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1 wanted exclusive use of the dock. Please return the key
2 that I should not have mailed you without permission from
3 the family." This letter came after I had sent the key
4 back. They crossed in the mail. That was responding to
5 the phone conversation.
6 MR. LAUGHLIN: Bear with me one minute. I
7 think we're getting real close to being done.
8 (Brief recess.)
9 MR. LAUGHLIN: Mark this, please.
10 (WHEREUPON, a document was marked as
11 Defendant's Exhibit Number 9 for Identification to
12 the Cashman Deposition.)
13 WITNESS: This is the letter I was referring
14 to.
15 BY MR. LAUGHLIN:
16 Q All right. And that is Exhibit 9; is that right?
17 A Um-hum.
18 Q And that is a copy of a letter from you to --
19 A -- Norris Laffitte.
20 Q -- Norris Laffitte dated March 28, 2005; is that
21 correct?
22 A Right.
23 Q Actually, it refers to an enclosure that I did
24 not attach to it. Give me one second.
25 (Brief recess.)

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1 BY MR. LAUGHLIN:
2 Q Let me show you a one-page document. It starts
3 out "To the Cashman Family." It looks like it's undated,
4 but it ends, "Thanks, Dianne Reynolds, 25 Alljoy Road,
5 757-3882."
6 A Um-hum.
7 Q Is that the attachment to Exhibit 9?
8 A Yes.
9 Q I'm going to go ahead and just staple them
10 together.
11 A And that's the letter, incidentally, that I
12 referenced earlier from someone who had brought attention
13 to dock usage.
14 Q Now, what I'd like to do is ask you a few
15 questions about the amended complaint in this action that
16 was filed, at least originally, on behalf of the -- of you,
17 as Trustee of the Eugene Keeny Cashman, Jr., Trust, and
18 Kathleen Gilmore Cashman, as Trustee of the Kathleen
19 Gilmore Cashman Revocable Trust. Are you familiar with
20 that, the amended complaint?
21 A Yes. Yeah, I've read it. Yes.
22 Q Now, the first cause of action says it's for a
23 declaratory judgment, and paragraph 31 says that, "The
24 plaintiffs and the estate are, by virtue of the facts set
25 forth in the preceding paragraphs, the joint owners, as

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1 tenants in common, of the fixture (i.e., the walkway and
2 pierhead) located on and emanating from the common
3 property." And this refers to what we've been calling pier
4 number three?
5 A Yes.
6 Q And you're certainly welcome to refer to the
7 amended complaint, if you wish. Tell me why or explain to
8 me the reasons why you believe that the plaintiffs or
9 plaintiff, if there's only one now, are half owners of pier
10 number three.
11 MR. BERGLIND: I object to the form, but go
12 ahead and answer.
13 BY MR. LAUGHLIN:
14 Q I mean, what facts do you base that conclusion
15 on?
16 A Over 80 years of relationships where they -- the
17 families, and the generations that have been a part of
18 those, have mutually shared in and used docks one, two, and
19 three; that for participation in maintenance, upkeep and
20 additions to, as in the case of electricity -- and that
21 there was no basis at any time anywhere in the past that
22 would suggest that entitlement and use was not, you know,
23 ever going to be an issue.
24 Q All right, sir. Now, did anyone in the Lightsey
25 family ever ask anyone in your family to do any maintenance

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1 on the pier?
2 A Ask us to do any maintenance?
3 Q Yes, sir.
4 A To my knowledge, there was never anyone being
5 asked to do any maintenance. I would say that it goes back
6 to earlier discussions in this deposition, that if you saw
7 something that needed to be done, you did whatever it took
8 to make it, you know, corrected or improved, and that was a
9 voluntary action, which was again a condition of what you
10 think of as today responsibility for someone who owns
11 something. You don't let it fall apart.
12 Q And the electricity and the water, did anybody
13 ask your family to run electricity or water --
14 A Ask us to do it?
15 Q -- to the docks?
16 A I think it was probably, again, one of those
17 street conversations, that we thought it would be a very
18 good idea, and they were just agreed to, and my father, who
19 was a contractor, said, "I'll take care of it." Put it
20 this way: There was no opposition and there's been no, you
21 know, reason to believe that there wasn't enjoyed use on
22 our parts.
23 Q And to the best of your knowledge, has your
24 family always considered that it had an ownership interest
25 in pier number three?

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1 A I would say ownership responsibility for, you
2 know, liability. I'd say that, you know, the whole topic
3 of ownership was something that was really not something
4 that was talked about, in terms of "I own this or you own
5 that." I think it was just sort of implied that that's
6 what that was.

7 Q All right. Was there ever a period of time when
8 your family had or asserted the right to exclusive use of
9 pier number three to the exclusion of the Lightsey family?

10 A Never, to my knowledge.

11 Q Is electricity or water being run out there from
12 your property today?

13 A I haven't checked the electricity recently, in
14 terms of whether or not it's operating, but the water had,
15 you know, ceased, as I had indicated earlier, when it was
16 chewed up by some repair work that was being done to the
17 property that's the vacant lot next to the -- between the
18 two houses now.

19 Q Do you know if your family has ever paid Beaufort
20 County real property tax on pier number three?

21 A It's paid taxes based on how they're submitted.
22 I don't -- they don't have a -- to my knowledge, they don't
23 have a dock or a pier designation on the tax form.

24 MR. LAUGHLIN: Let's take five minutes. I
25 may be done. If I'm not, I really am pretty close.

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1 A The most significant percentage of it, 96
2 percent, was owned -- or, I mean, was operated by or
3 participated in by members of the Cashman family.

4 Q And the other two percent, was that Lightsey
5 family or strangers, or who was that?

6 A It'd just be people who would be coming for
7 visits to our -- who would be -- and I would put that in
8 the category of Cashman, but others who would be over there
9 would just need a dockhead space. I mean, you know,
10 wherever you can tie up.

11 But no, there weren't any signals out there
12 saying -- waving people off, or you can't tie up here, you
13 can't do this or that, or the other thing, if they were
14 coming to the dock. But most of the time that eastern side
15 would have been used by the Cashmans and the western side
16 would have been used by the Lightseys, but there was never
17 a conflict or use of one versus the other.

18 MR. BERGLIND: That's all I have.

19 MR. LAUGHLIN: Nothing more for me.

20 (WHEREUPON, this deposition was concluded at
21 approximately 11:16 a.m.)

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1 (Brief recess.)

2 MR. LAUGHLIN: Thank you. I'm finished.
3 CROSS-EXAMINATION

4 BY MR. BERGLIND:

5 Q I think I have a couple follow-ups. With regard
6 to what's been referred to as dock 3, have you ever seen a
7 permit for that dock, the actual permit?

8 A No.

9 Q Do you know how the Lightsey Brothers obtained
10 permission to construct that dock?

11 A No, but I would -- again, I would make an
12 assumption, which I realize is not any more than that, is
13 that these gentlemen of that era were just handshakes
14 and/or -- you know, would sit and speculate on what they
15 were going to do, and that's what they, you know, sort of
16 went ahead and did. So my assumption is, is that their
17 permission was a piggyback of the permission that Mr.
18 Lawton had given my grandfather. I don't know of any other
19 explanation, other than -- without having seen anything
20 that would be a permission document from Lawton to
21 Lightsey.

22 Q Okay. You talked about the floating dock that's
23 located on the east side of the pier that was constructed
24 by your father. Clarify for me who used that dock, that
25 floating dock?

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1 STATE OF SOUTH CAROLINA
2 COUNTY OF BEAUFORT

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CERTIFICATE OF COURT REPORTER

I, Matthew Hazen Anderson, Court Reporter and Notary
Public in and for the State of South Carolina, do hereby
certify that the foregoing sixty-three (63) pages of
typewritten testimony were taken down by me, and then
transcribed by me; that the same is a true, correct and
complete transcript of the proceedings as stated in the
caption.

I further certify that I am not of kin nor counsel to
any of the parties hereto, and, further, that I have no
interest whatsoever in the outcome of said proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal this 19th day of March 2010.

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My Commission Expires
April 26, 2011

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Cashman & Cashman vs. Lightsey Trust, Wachovia, et al.
Deposition of EUGENE KEENY CASHMAN, JR., taken March 12, 2010

start (1)25:2 started (7)9:24 11:15 18:15 23:13 25:7,19 27:6 starts (2)44:6 58:2 state (9)1:1 3:32 44:12 46:13 47:10 48:20 53:8 64:1,9 stated (1)64:13 statement (2)42:14 48:23 steven (2)3:11,20 stiles (2)13:20,23 still (3)8:11 18:17 31:1 stolen (2)31:15 32:7 stories (9)25:7,13,20 storm (7)15:23 18:5,9 27:23 52:9,23,24 storms (2)37:25 51:16 story (1)31:19 storytelling (1)25:16 strangers (1)63:5 street (3)1:40 5:23 9:12 12:6,7 8 23:16 29:6,7 31:21 34:3 36:17 60:17 strip (2)12:7 13:11 structure (4)24:1 42:4,5 44:15 styrofoam (2)37:21 51:17 subject (2)23:10 51:10 submitted (4)12:2 35:24 36:11 61:21 subsequently (1)11:11 successfully (1)4:19 sugar (4)7:12 8:3 17:13,13 suggest (2)31:17 59:22 suggests (2)15:5 37:2 summer (2)9:6 23:23 summertime (3)7:18 9:4,9 supplemented (1)29:12 supply (1)27:10 surmise (1)10:22 surprised (1)32:2 suspicious (1)31:24 swimming (1)16:10 switch (1)27:1 sworn (1)4:2 T table (1)15:12 talked (1)15:18 29:20 55:24 61:4 62:22 tax (2)61:20,23 taxes (1)61:21 tearing (1)52:4 teenage (1)25:12 teenagers (3)20:24 21:7 31:5 telephone (1)56:7 telephonic (1)28:21 tells (1)42:12 ten (1)9:8 tenants (1)59:1 tennessee (1)4:9 terminology (1)13:14 terms (1)10:6 13:8 25:19 26:6 34:8 47:16 61:4,14	testament (2)1:22,28 testified (1)4:3 testimony (2)5:5 64:11 thanks (1)58:4 that'd (1)36:25 themselves (1)14:15 therefore (2)13:24 33:24 there's (7)18:16 21:23,24 26:23 42:2 59:9 60:20 they've (1)47:18 third (4)11:10,11 35:4 43:7 though (2)24:5,15 three (4)10:13,21 11:6 17:23 18:24 19:18,24,24 20:10,11 21:14,22,25 22:5,7,24 24:25 26:12,23 30:19 33:2,11,22 34:11 35:8,23,25 36:14,16,24 37:9,15,19 39:1,7,23 40:8,16 41:23 42:5 52:12 53:12 59:4,10,19 60:25 61:9,20 throughout (1)9:14 tide (1)16:15,18 19:9 tie (3)31:22 63:10,12 tie-in (1)29:24 tied (7)26:25 29:3 50:14,21 51:3,5,6 tip (1)35:6 title (1)45:7 today (9)14:17 18:2,16 26:7 34:9,23 54:7 60:10 61:12 together (7)10:5,5,6 22:12 34:17,21 58:10 tony (2)7:1 13:10 took (4)16:11 23:24 52:7 60:7 top (1)53:8 topic (1)61:2 torture (1)5:10 totally (2)51:23,25 towers (1)8:10 training (1)5:3 transcribed (1)64:12 transcript (2)47:3 64:13 transmission (1)47:25 transmittal (1)47:12 treating (1)38:1 tree (3)23:21,24 24:1 trees (1)24:7 trespassing (1)29:19 tripods (1)18:16 true (2)11:2 64:12 trust (1)1:10,13,19,27 5:15,17,20 6:1,4 58:17,19 trusted (1)56:9 trustee (7)1:8,11,21 5:14,16 58:17,18 trustees (1)1:26 try (2)4:19,21 55:7 trying (1)24:9 turn (1)34:3 turned (1)27:2 turner (1)34:15 twenties (1)25:12 twice (1)18:15	two (9)9:2 10:19 11:3,9,22 15:8,20,25 16:21 17:5,8,21,24 18:4,11 19:5,16 20:1,3,7,8 21:18,21,24 33:22 35:12 37:8,19 38:22 41:21 43:10 46:2,6 50:2 52:12 53:11 59:18 61:18 63:4 two-by-four (1)22:11 tying (1)25:8 type (2)15:1 30:4 typewritten (1)64:11 typically (1)18:13 U u.s. (2)3:7,15 ultimately (1)49:23 um-hum (4)46:1 55:15 57:17 58:6 undated (2)3:46 58:3 under (5)1:21 24:5 29:7 37:22 51:21 underbellies (1)51:17 underneath (2)23:25 27:9 understand (4)10:8 12:5,24 44:7 understanding (1)13:8 14:6,18 15:10 17:2 21:17 22:3 25:25 32:10 33:1,11 34:10 36:23 39:8,22 understood (2)13:17 19:23 undertaken (1)22:14 unless (2)30:21,22 until (4)5:5 17:4 25:4 33:19 up (2)15:21 18:14 19:9 20:19 23:10,16 24:14,16 30:1,8,8,10 31:1,23 35:1 50:14,21 51:3,7 52:10,23 53:8 61:16 63:10,12 upkeep (1)59:19 upset (1)56:7 usage (2)16:23 58:13 user (2)7:13,17 using (7)17:18 19:13 20:13 21:5 25:9 27:6 33:6 V vacant (1)61:17 vacation (1)8:13 vacations (1)7:19 valve (1)29:5 vandalism (2)20:25 31:4 varied (1)8:23 vaux (1)2:8 verbal (2)5:8,12 15:2 versus (2)1:17 63:17 vicinity (1)18:9 view (1)39:21 virtue (1)58:24 visible (1)12:15 visitor (1)7:13 visits (2)9:2 63:7 voluntary (1)60:9 W wachovia (1)1:20	wait (1)16:17 walkway (1)59:1 wanted (4)16:17 23:22 39:5 57:1 wanting (1)49:14 washington (1)9:1 water (1)3:33 16:18 18:13,17 22:8 27:4,9 28:24 29:3,5,13,14,17 46:14 47:11 60:12,13 61:11,14 waterline (2)27:5,8 waters (1)6:10 7:4 10:25 12:21 13:2,3,7,9 14:9 23:13 waverunners (1)51:7 waving (1)63:12 way (1)4:8 7:21 14:17 19:7 20:1,2 21:3 36:22 47:18 60:20 weeks (2)9:8,8 welcome (1)59:6 welcomed (1)27:12 west (1)35:15 49:7,8,9 53:22,23 western (1)63:15 whatever (5)19:10 22:12 35:15 48:2 60:7 whatsoever (2)15:7 64:17 whereof (1)64:18 whereupon (1)38:10 39:10 40:23 43:20 44:21 45:19 48:4 56:18 57:10 63:20 wherever (1)63:10 whether (5)14:19 28:15 33:14 43:7 61:14 whole (1)61:2 wife (2)9:5 23:22 will (1)1:21,28 7:2 46:5 48:19,23 willed (1)24:11 wipe (1)18:10 wish (1)59:7 wit (1)11:3 12:14 32:10 within (1)30:22 without (7)22:15 26:20 28:21 44:15 56:8 57:2 62:19 witness (1)4:2 5:8,12 38:17 39:17 45:4 46:4 48:14 57:13 64:18 word (1)16:15 words (3)4:16 31:10 49:11 work (1)14:14 44:18 48:17 50:7,22 55:1,5 61:16 worked (2)7:11 27:8 working (1)29:11 writing (1)45:5 written (4)21:24 33:5 39:2 42:8 wrote (2)40:4 56:1 Y yard (1)29:25 year (1)8:21 9:3 23:8 years (1)8:20,23,24,25 10:8 15:12,15,24 21:21 22:9 32:21,24 59:16 yellow (1)48:11 young (4)21:7 25:8,17 31:24 younger (1)30:4
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Bettye Anderson & Associates
Beaufort, South Carolina
843.525.0791 800.543.5506

Cashman & Cashman vs. Lightsey Trust, Wachovia, et al.
Deposition of EUGENE KEENY CASHMAN, JR., taken March 12, 2010

youth 11:19:20

Bettye Anderson & Associates
Beaufort, South Carolina
843.525.0791 800.543.5506

Sheet 9

youth - youth

May 27, 1975.

District Engineer
Savannah District
U.S. Army Corps of Engineers
P.O. Box 889
Savannah, Georgia. 31402

Att: Permits and Statistics Branch.

Gentlemen:

I have a permit dated 29 September 1941 granting authority to construct a dock in May River, northerly bank, 4.1 miles above its mouth, near Bluffton, South Carolina.

The floating portion of the dock and ramp on the easterly side need to be replaced. Photograph "A" and "B" shows the easterly side or left hand view in picture.

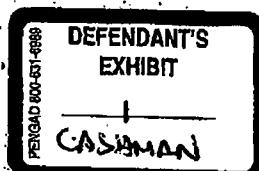
Request authority to replace the floating dock and ramp, the original floating dock size being 10 Feet X 16 feet. It will be located in same position as before, where the three piling are standing in left hand view of photos.

Would appreciate any consideration you can give me at your earliest convenience.

Sincerely,

Eugene K. Cashman

Encl. #2.
EKC/s





DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 889
SAVANNAH, GEORGIA 31402

SASKS

19 June 1975

Mr. Eugene K. Cashman
Cashman Construction Company
105 East Bay Street
Savannah, GA 31401

Dear Mr. Cashman:

Reference is made to your letter dated 27 May 1975 requesting authorization to replace a 10' x 16' floating dock and ramp to be attached to your existing dock in May River near Bluffton, South Carolina.

A review of our records indicates that the above dock was authorized by Department of the Army Permit WW(1286) issued to Mr. J. O. Cashman on 29 September 1941. The above permit authorized an "L" shaped wharf having an overall length of 185' with the head section to be 12' x 15'. However, in reviewing the photographs attached to your letter, the dock's configuration does not seem to be the same as that provided for in the permit. Additionally, Department of the Army Permit (1286) did not authorize any floating docks.

Therefore, before we can process your request, it is requested that you submit an "as built" drawing of your dock. This drawing should indicate the following information:

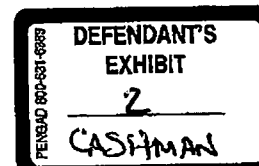
1. A plan view drawing of the dock showing all of its dimensions including distance to adjacent property lines.
2. Also show the location and dimensions of the float to be replaced.

Upon receipt of the above, your request to replace the float will be processed. If you have any questions, please contact Mr. David Coleman in the Permits and Statistics Branch at 233-8822, extension 347.

Sincerely yours,

STEVEN OSVALD

Chief, Permits & Statistics Branch



May 5, 1957.

District Engineer
Naval District
Army Corps of Engineers
P.O. Box 100
Savannah, Georgia 31402

ATT: Records and Statistics Branch.

Gentlemen:

Request permission to replace floating dock, two piling and ramp which could be attached to the Eastern end of existing dock located on the formerly bank of the Savannah river, approximately 4.1 miles above its mouth, near Bluffton, South Carolina.

The size of the floating dock could be ten (10) feet wide and sixteen (16) feet long. The floating dock would be located at (X) on the enclosed map. The present dock is approximately 261 feet from (X) land.

The dock is owned by Lightsey Brothers and I have permission to construct this floating dock as per statement below of Oswald Lightsey.

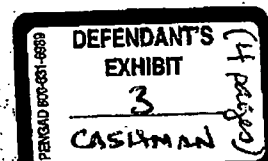
Sincerely yours,

Eugene L. Cashman

Enclosure
EJC/c

I, Oswald Lightsey, do hereby give permission to Eugene L. Cashman, to attach floating dock and ramp to dock as mentioned in above application for permit.

Oswald Lightsey.



District Engineer

Request permission to replace floating dock, two ~~existing~~ piling and ramp which would be attached to the Eastern end of existing dock located on the Northerly bank of the May river, approximately 4.1 miles above its mouth, near Bluffton, S.C.

The size of the floating dock would be 10 ~~feet~~ feet wide and 16 feet long.

The floating dock would be located at (X) on the enclosed map -

The present dock is approximately 261 feet from high land ~~with a~~

~~5 foot wide walkway and is approximately 14 feet wide and 21~~

~~feet long.~~ The dock is owned by Lightsey Brothers and I have permission to construct this floating dock as per statement below of Oswald Lightsey.

Sincerely

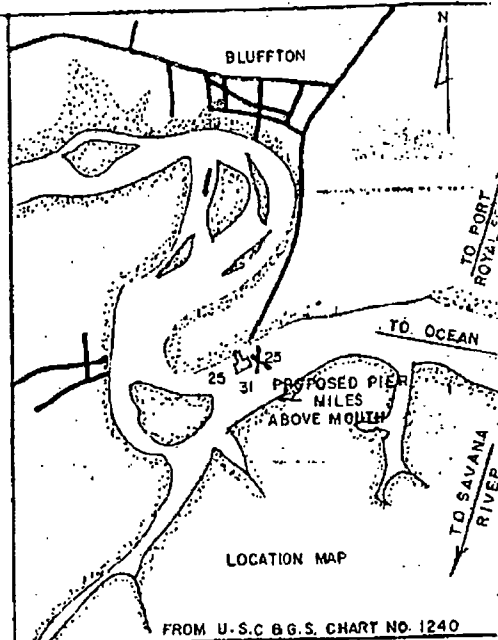
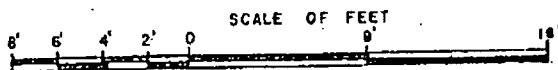
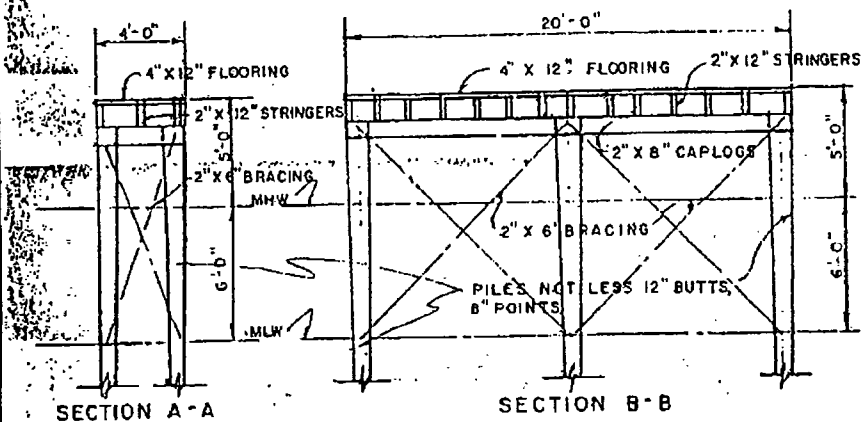
Enclosure

I, Oswald Lightsey, do hereby give permission to Eugene K. Cashman, to attach floating dock and ramp to dock as mentioned in above application for permit .

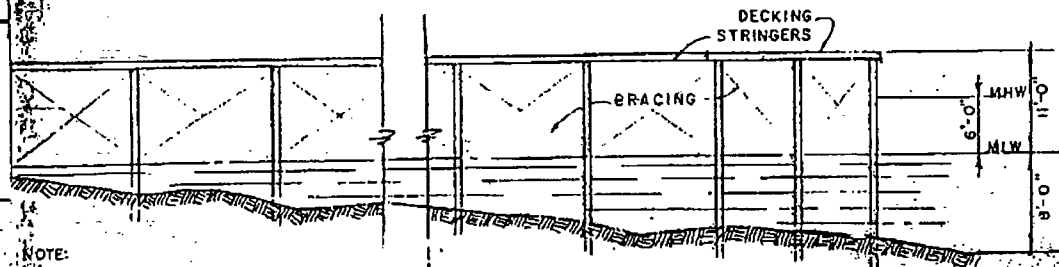
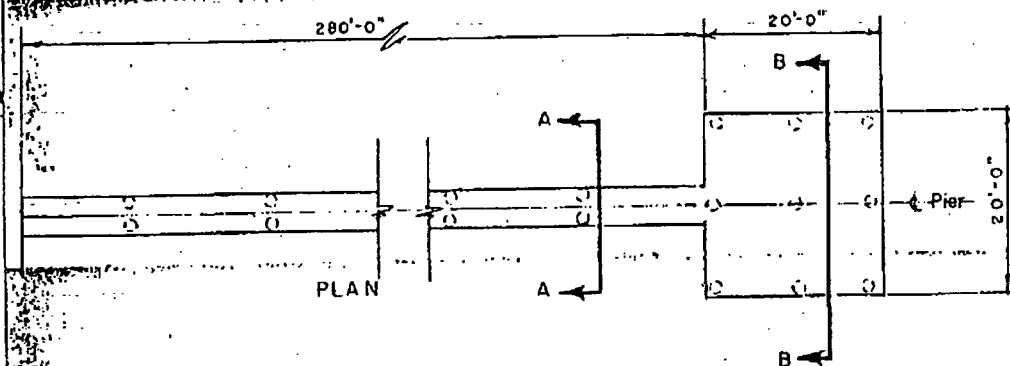
Signed-

Signed by Oswald Lightsey 5/9/77
Delivered to Engineer 5/9/77

(2)

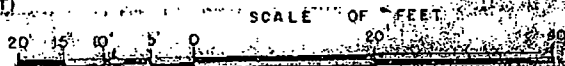


Property Owner
(Name) Lightsey Brothers
(Address) Brighton Beach, S.C.



NOTE:
SOUNDINGS ARE IN FEET
AND REFER TO MEAN LOW
WATER.

HARBOR LINES (ARE) ESTABLISHED
(ARE NOT)



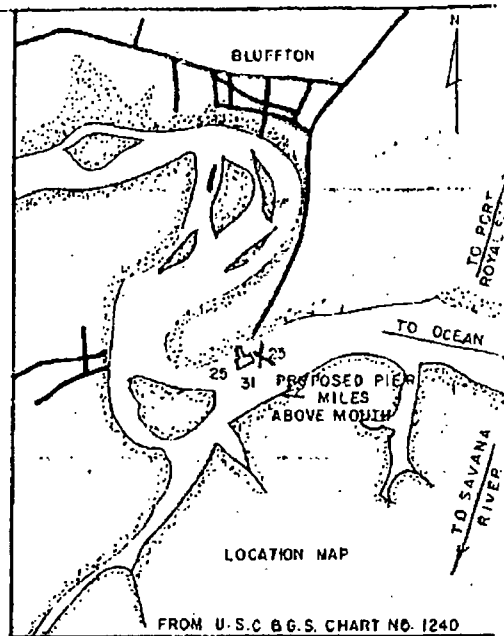
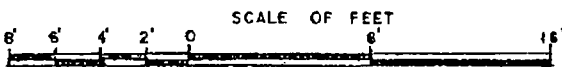
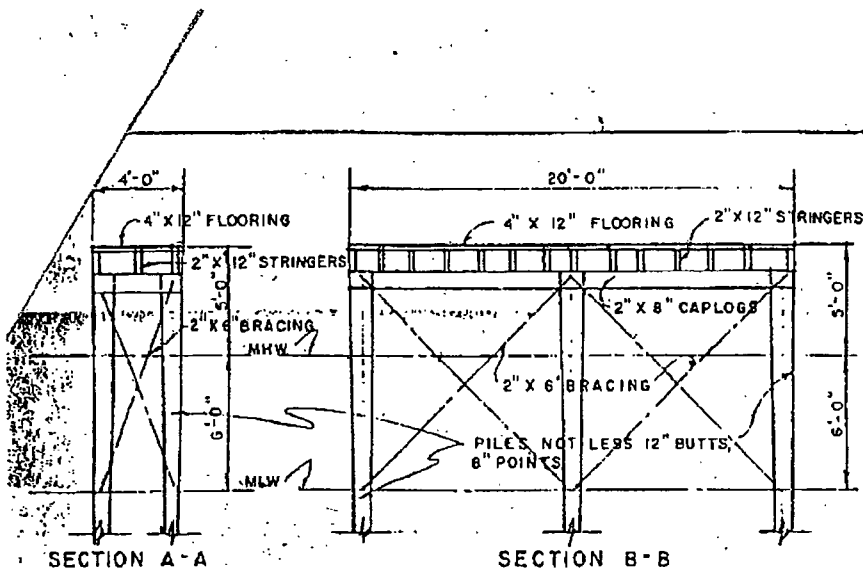
Proposed Pier
South Carolina
Brighton Beach, S.C.

(3)

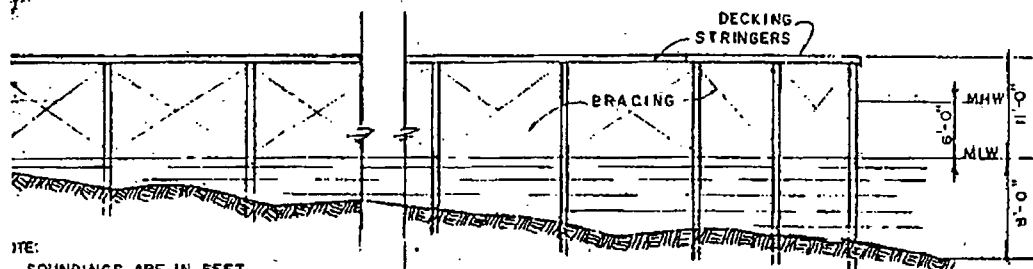
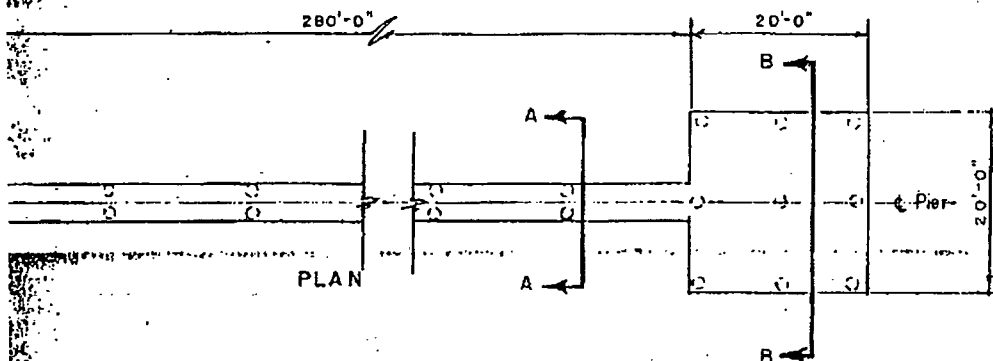
of State, S.C.

Lightsey Brothers

Date 1960



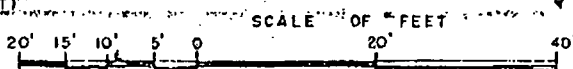
Property Owner
(Name) Lightsey Brothers
(Address) Brighton Beach, S.C.



NOTE:
SOUNDINGS ARE IN FEET
AND REFER TO MEAN LOW
WATER.

HARBOR LINES (ARE) ESTABLISHED
(ARE NOT)

SIDE ELEVATION



Proposed Pier
In South Carolina
at Brighton Beach, S.C.

County of Jasper of State S.C.
Application by Lightsey Brothers
October 31, 1960 Date



DEPARTMENT OF THE AR,
SAVANNAH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 889
SAVANNAH, GEORGIA 31402

SASOP-F
074 OYN 002354

MAY 18 1977

Cashman Construction Company
Attn: Mr. Eugene Cashman
105 E. Bay Street
Savannah, Georgia 31401

Dear Mr. Cashman:

Reference is made to your letter of 5 May 1977 requesting authorization to replace a floating dock, two piling and ramp attached to the eastern end of an existing dock located on the Northerly bank of the May River, approximately 4.1 miles above its mouth, near Bluffton, South Carolina. The existing dock was authorized by the Secretary of the Army in a permit to Lightsey Brothers, Miley S.C., dated 21 February 1961. The permit specifically stated that it did not authorize any infringement of Federal, State or local laws or regulations.

Since issuance of the original permit the State of South Carolina has instituted a permit program which requires a permit for any construction or alteration when the activity involves the use of any land below the mean high water line. The State further requires that all applications for a State Permit be initiated by issuance of a Public Notice.

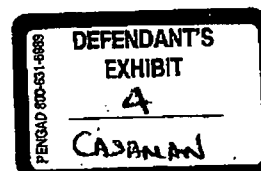
A review of the files reveal that the permit authorizing the original structure was issued in 1961 without having been advertised by Public Notice. Therefore, before the work proposed in your letter of 5 May can be authorized, a Public Notice must be issued and circulated for a minimum of fifteen days.

In order to publish the required Public Notice, it will be necessary for you to provide a drawing on the proposed work. The drawing should specify dimensions and location in relationship to the existing structure.

If you have any further questions please contact Jack Moser of this office, telephone 912, 233-8822 extension 349.

Sincerely,

STEVEN OSVALD
Chief, Regulatory Functions Branch



APPLICATION FOR A DEPARTMENT OF THE ARMY PERMIT

A set of original drawings and two copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and checklist).

1. Application number (To be assigned by Corps).

074 OYN 002354

2. Date.

05 31 77
Day Mo. Yr.

3. For official use only.

4. Name and address of applicant.

~~Lightsey Brothers~~
LIGHTSEY Brothers (Marine) call (9:00 am.)
MILEY, S.C. 29933

Telephone number 866-2453

Social Security No.

5. Name, address, and title of applicant's authorized agent for permit application coordination.

EUGENE K. CASHMAN
Cashman Construction Company
105 E. BAY STREET
SAVANNAH, GEORGIA 31401

Telephone Number

6. Describe the proposed activity, its purpose and intended use, including a description of the type of structures, if any, to be erected on fills, or pile or float-supported platforms, and the type, composition and quantity of materials to be discharged or dumped and means of conveyance. CONSTRUCT 2 floating dock 16' x 10', two PILING and ramp 4' x 20'. The floating dock will be attached to the eastern end of an existing dock. The dock facility will extend approximately 280' channelward of the mean low water mark. The structure will be located on the northern bank of the MAY RIVER, approximately 4.1 miles above its mouth, at CRICKEN BEACH, near BLUFFTON, Beaufort County, South Carolina. The facility will be for private non commercial, recreational use ONLY.

7. Proposed use.

Private ☒

Public ☐

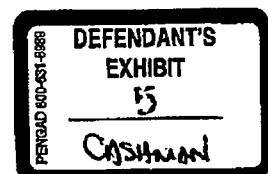
Commercial ☐

Other ☐

(Explain in remarks)

8. Name and addresses of adjoining property owners whose property also adjoins the waterway.

Lightsey Brothers
Miley S.C.



9. Location where proposed activity exists or will occur.

Sec. _____ Twp. _____ Rge. _____ (Where applicable)

SOUTH CAROLINA
State

Beaufort
County

Cricken Beach
In - City or Town

Bluffton
Near - City or Town

10. Name of waterway at location of the activity. MAY RIVER

ENG FORM 4345 REPLACES ENG FORMS 4345 AND 4345-1 (PART A), MAY 71 AND 4345-1 (PART B), JUN 71, WHICH ARE OBSOLETE.

(ER 1145-2-303)
(EP 1145-2-1)

the activity is proposed to commence. _____

Date activity is expected to be completed. _____

12. Is any portion of the activity for which authorization is sought now complete? Yes ☒ No ☐
If answer is "Yes" give reasons in the remarks section. Month and year the activity was completed _____. Indicate the existing work on the drawings.

13. List all approvals or certifications required by other Federal, interstate, state or local agencies for any structures, construction, discharges, deposits or other activities described in this application.

Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval
----------------	---------------	--------------------	---------------------	------------------

14. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein? Yes ☐ No ☒ (If "Yes" explain in remarks)

15. Remarks (see paragraph 3 of Permits Pamphlet for additional information required for certain activities).

The existing dock was authorized by the Secretary of the Army in a Permit to Lister Brothers, Miley, SC, dated 21 February 1961 from the District Engineer, Savannah District.

16. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities.

Signature of Applicant

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

The application must be signed by the person who desires to undertake the proposed activity; however, the application may be signed by a duly authorized agent if accompanied by a statement by that person designating the agent and agreeing to furnish upon request, supplemental information in support of the application.

If the activity includes the discharge of dredged or fill material in navigable waters or the transportation of dredged material for the purpose of dumping it in ocean waters, the application must be accompanied by a fee of \$100 for quantities exceeding 2500 cubic yards and \$10 for quantities of 2500 cubic yards or less. Federal, State and local governments are excluded from this requirement.



DEALERS IN
GENERAL MERCHANDISE
GARAGE AND
AUTO ACCESSORIES

FOREST PRODUCTS
FARM PRODUCTS
CATTLE

Miley, S.C. 29933
July 22, 1977

TELEPHONE: HAMPTON 943-3881

Mr. Eugene Cashmen
Cashmen Construction Company
105 East Bay Street
Savannah, Georgia

Dear ~~Mr. Cashmen~~ *Eugene*:

We received the enclosed letter in the mail today,
and since you are doing the work described therein, thought you
would be the one to comply with their request.

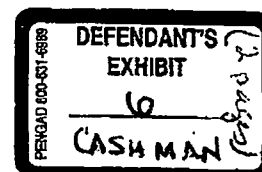
If we can help you further please contact us.

Very truly yours,

LIGHTSEY BROTHERS

Oswald
Oswald Lightsey

ECL/zmp
Letter attached.



State of South Carolina
Water Resources Commission



Clair P. Guess, Jr.
Executive Director

July 21, 1977

Lightsey Brothers
Miley, South Carolina 29933

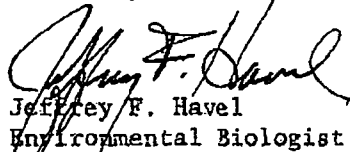
Dear Sirs:

With reference to your permit application (SASOP-F 074 OYN 002354) for a permit to construct a floating dock 16' x 10', two piling, and ramp 4' x 20' on the northerly bank of the May River, approximately 4.1 miles above its mouth, at Brighton Beach, near Bluffton, Beaufort County, South Carolina, dated June 28, 1977, the South Carolina Water Resources Commission is at this time prepared to recommend approval for the granting of a permit for the stated work.

For projects such as this, comments from various State agencies are requested to assist the Water Resources Commission in arriving at a recommendation which would be in the best interest of the State of South Carolina.

At this time no objectionable comments have been received, and as soon as you furnish the Water Resources Commission with proof that a description of the proposed work has been published in a local newspaper as requested in a letter which was sent to you the South Carolina Water Resources Commission will immediately recommend approval of this project.

Sincerely,


Jeffrey F. Havel
Environmental Biologist

JFH:sgt



DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1109
SAVANNAH, GEORGIA 31402

Received
7/7/77

SASOP-F
074 OYN 002354

JUN 28 1977

PUBLIC NOTICE

TO WHOM IT MAY CONCERN:

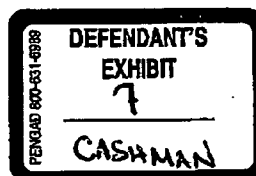
This District has received an application for a Department of the Army Permit pursuant to Section 10 of the River and Harbor Act of 1899 (33 U.S.C. 403) as described below:

APPLICANT: Lightsey Brothers
Miley, South Carolina

WATERWAY: May River

WORK:

The applicant proposes to construct a floating dock 16' x 10', two piling, and ramp 4' x 20'. The floating dock will be attached to the eastern end of an existing dock. The dock facility will extend approximately 280' channelward of the mean low water mark. The structure will be located on the northerly bank of the May River, approximately 4.1 miles above its mouth, at Brighton Beach, near Bluffton, Beaufort County, South Carolina. The facility will be for private, non-commercial, recreational use only.



The applicant will require assent from the State of South Carolina in the form of a permit from the South Carolina Budget and Control Board. Local governmental approval may also be required.

Preliminary review of this application indicates that an environmental impact statement will not be required.



SASOP-F 074 OYN 002354
PUBLIC NOTICE

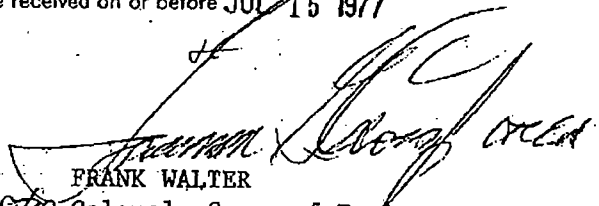
Review of the latest published version of the National Register of Historic Places indicates that no registered properties listed as eligible for inclusion are located at the site of the proposed work.

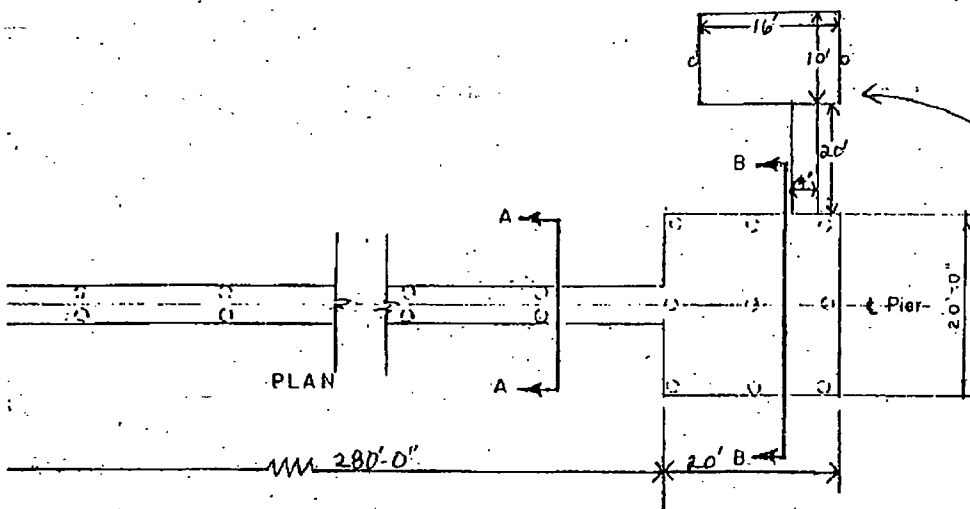
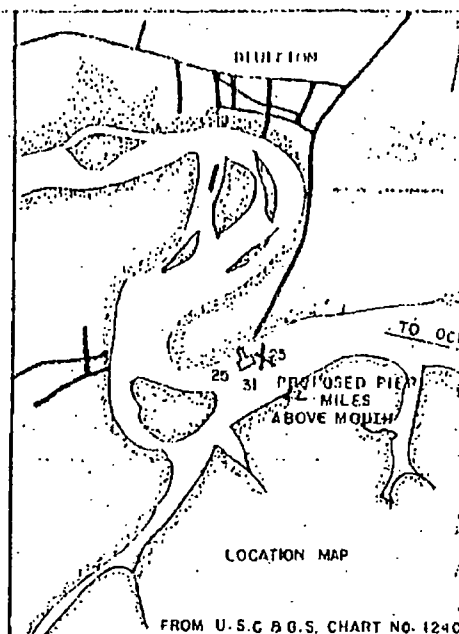
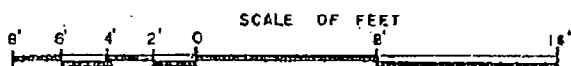
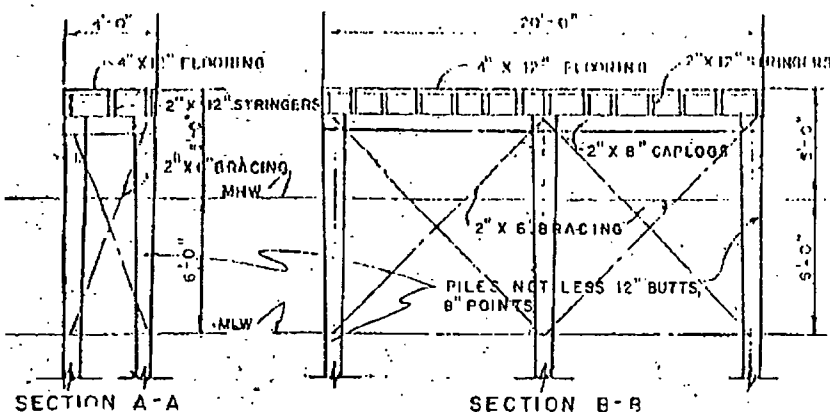
Presently unknown archeological, scientific, prehistorical, or historical data may be lost or destroyed by the work to be accomplished under the requested permit.

This public notice is being distributed to all known interested persons in order to assist in developing facts on which a decision by the Corps of Engineers can be based. For accuracy and completeness of the record, all data in support of or in opposition to the proposed work should be submitted in writing, setting forth sufficient detail to furnish a clear understanding of the reasons for support or opposition. The decision whether to issue a permit will be based on evaluation of the probable impact of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the proposal must be balanced against reasonably foreseeable detriments. All factors which may be relevant to the proposal will be considered; among those are preservation, economics, aesthetics, general environmental concerns, historic values, fish and wildlife values, flood damage prevention, land use classification, navigation, recreation, water supply, water quality and, in general, the needs and welfare of the people. No permit will be granted unless its issuance is found to be in the public interest.

Comments regarding this application should be submitted to the District Engineer, U.S. Army Engineer District, Savannah, Box 889, Savannah, GA 31402, in time to be received on or before JUL 15 1977

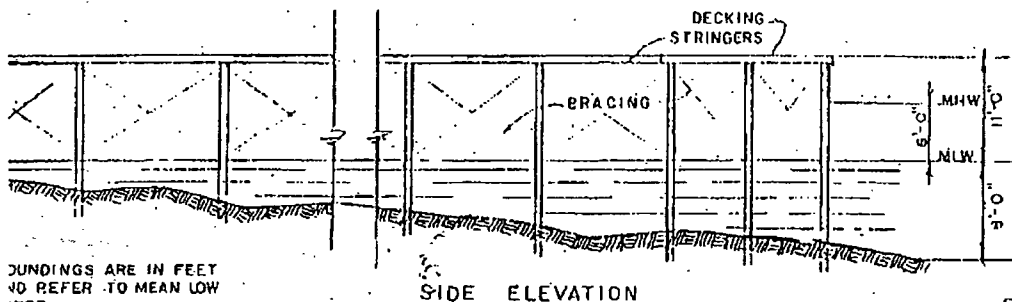
1 incl
Location map and drawings


FRANK WALTER
Colonel, Corps of Engineers
District Engineer



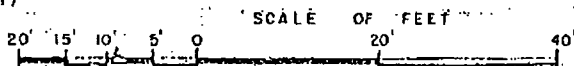
Property Owner
(Name) Lightsey Brothers
(Address) Brighton Beach

FLOATING DOCK



DUNDINGS ARE IN FEET
NO REFER TO MEAN LOW
WATER.

ARBOR LINES (ARE) ESTABLISHED
(ARE NOT)



Proposed Pier
In South Carolina
at Brighton Beach, S.C.
County of Beaufort, of State S.C.
Application by Lightsey Brothers
October 31, 1968
Revised 5 May 1977

NORRIS L. LAFFITTE
POST OFFICE BOX 81 HAMPTON, SOUTH CAROLINA 29924

March 21, 2005

Mr. Eugene K. Cashman, Jr.
106 Lombardy Road
Memphis, TN 38111

RE: Bluffton dock

Dear Gene:

At the family meeting last week it was decided that the Lightsey family wants exclusive use of their dock.

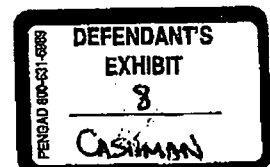
Please return the key that I should not have mailed to you without permission from the family.

Sincerely,


Norris L. Laffitte

CC: Lou Baughman
Lil Drawdy
Claudia Ware
Margaret Payne
Beth McMaster

TELEPHONE 803-943-5757
FAX 803-943-5779



EUGENE K. CASHMAN, JR.
160 LOMBARDY ROAD
MEMPHIS, TENNESSEE 38111

March 28, 2005

Dear Norris,

You were right, I was glad to be sitting down when I spoke with you Thursday and again Friday when I got the letter you had sent. As I said, I was taken aback by the action your family took regarding the dock, and even as I write this letter I am still in a state of disbelief. All my questions, that you were directed not to answer, are still not answered. There really has been a major disconnect if something of this order has been decided and communicated in this mode. This is obviously not the manner in which our families, for more than 75 years, have related to one another. For sure, if something has occurred that apologies are due, please accept my apology.

I know times change and people too. But from our families' relationship of sharing, fellowship, faith, trust, and handshakes to this, is, for sure, not what was intended by those who established and endeavored to pass on those virtues and beliefs to the succeeding generations. If that's been lost to a "new day" generation then we've lost more than what's being addressed in this letter.

I would respectfully like to ask your family to reconsider its decision. If there are issues to be resolved then let's resolve them. If a more formal agreement is needed to make the dock a business relationship then let's make it. I am willing to do whatever it takes to keep our families' friendship/relationship on smooth seas.

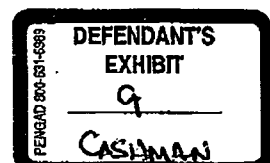
I am returning the key you sent without family permission. The envelope, as you can see, was never opened. Your call caused a stop to the completion of the dock repair to the main dock and floating dock. I had, as I told you, been in pursuit of a firm to repair the dock for more than 6 months and finally had secured the services of a company from Savannah. He was on site about to begin the work when I got your call.

On the matter of the lady you met on the dock - I've enclosed the letter she sent me this past summer. I called her and told her that if she had the Lightsey's permission to use the dock I had no objection. As you can see her relationship dates back to 1965. Her permission to use the dock would have been given by your grandfathers and mine.

I am not going to write more, although a lot is on my heart and mind. I would just ask for consideration by your family to reconsider their Bluffton dock decision.

Sincerely,

Eugene K. Cashman, Jr.



To the Cashman family:

In 1965 the Cashman family, Mrs. Carter and the Lightseys gave me permission to use your dock. I used it until the early 1980's when my two sons grew up and no longer wanted to fish, crab and swim there. The Lightseys always said I was their custodian at the dock because we were there constanly. We never went there on the weekends however, that time was for the owners and their families.

Now I have an 11 year old grandson who just moved back here yesterday from Indiana. HE had been gone since he was 3. He loves to fish and crab and I wanted to just ask if I might take him on the dock a couple of times a month and let him fish. My boys and I always respected your family and left no trash, food or dead shrimp on the dock and I plan to continue to do so if you decide that I can take Joey there occasionally.

We would love to come down early in the morning/mornings and crab and just enjoy the quiet of fishing there where it is so beautiful.

I guess I am just asking your permission to again be able to use the dock once in a while. We will never be there when your family is there like weekends, holidays, etc. Please let me know and if you say no I can understand. Young Shelby used to come out and spend the time talking with me. He was about Joey's age then. Again if you say no, I will not feel bad about it.

Thanks, Dianne Reynolds 25 Alljoy Road 757-3882

EXHIBIT 63



Beaufort County, South Carolina

generated on 10/26/2011 10:22:04 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R600 039 00C 0127 0000	00507516	19 OYSTER ST,	10/22/2011

Current Parcel Information

Owner	KATHLEEN GILMORE CASHMAN REVOCABLE	Property Class Code	ResImp SingleFamily
Owner Address	2976 GARDENS WAY DR MEMPHIS TN 38111	Acreage	.4600
Legal Description	LT5 N 1/2 LT 4ALTS10-11-12-13~1/11 BOUNDARY RECONFIGURATION PB130 P123		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2010	\$75,600	\$590	\$76,190	\$669.64	\$669.64
2009	\$75,600	\$590	\$76,190	\$657.43	\$657.43
2008	\$50,000	\$680	\$50,680	\$649.01	\$649.01
2007	\$50,000	\$680	\$50,680	\$620.38	\$620.38
2006	\$50,000	\$680	\$50,680	\$565.93	\$565.93
2005	\$50,000	\$680	\$50,680	\$527.91	\$527.91
2004	\$50,000	\$680	\$50,680	\$530.84	\$530.84
2003	\$48,000	\$620	\$48,620	\$683.22	\$683.22
2002	\$48,000	\$620	\$48,620	\$659.30	\$659.30
2001	\$48,000	\$620	\$48,620	\$619.06	\$619.06

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
CASHMAN EUGENE KEENY JR TRUSTEE KAT	2853 2394	4/29/2009	Qu		\$10
CASHMAN EUGENE K JR KATHLEEN G JTRO	1592 1617	5/29/2002	QC		\$10
RYAN ANTHONY V JR TAWANA P JTROS	1159 906	4/7/1999	Fu		\$212,000
CARTER C RAY III	875 1667	3/20/1996	Fu		\$5,000
CARTER C RAY III RTE1	590 1326	10/14/1991	Ex		\$0
CARTER LOUISE B	523 748	2/1/1989	Fu		\$0
CARTER C RAY LOUISE	6933 3142	11/1/1983	Ex		\$0
CARTER C RAY LOUISE	66 326	1/1/1980	Fu		\$0
		12/31/1776	Or		\$0

Building	Type	Use Code Description	Improvements			Square Footage	Improvement Size
			Constructed Year	Stories	Rooms		
R01	UTLSHED	Residential Shed - Small Util	1930	0	0		200

Building	Type	Feature Code	Features & Exterior Features		No. / Sq.Ft.	Value
			Description			



Beaufort County, South Carolina

generated on 10/26/2011 10:20:52 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R600 039 00C 0128 0000	00507525	35 OYSTER ST,	10/22/2011

Current Parcel Information

Owner	DAVIS ELIZABETH CASHMAN CASHMAN PROPERTY LLC	Property Class Code	ResImp SingleFamily
Owner Address	2976 GARDENS WAY DR MEMPHIS TN 38111	Acreage	.6200
Legal Description	POR LOT 12 BLK A BRIGHTON BEACH~ LOT CONSOLIDATED FM 39C/134 PB130 P123		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2010	\$75,600	\$244,918	\$320,518	\$2,318.31	\$2,318.31
2009	\$75,600	\$244,918	\$320,518	\$2,275.80	\$2,275.80
2008	\$50,000	\$126,600	\$176,600	\$2,249.29	\$2,249.29
2007	\$50,000	\$126,600	\$176,600	\$2,150.88	\$2,150.88
2006	\$50,000	\$126,600	\$176,600	\$1,961.20	\$1,961.20
2005	\$50,000	\$126,600	\$176,600	\$1,828.75	\$1,828.75
2004	\$50,000	\$126,600	\$176,600	\$1,750.22	\$1,750.22
2003	\$21,000	\$94,100	\$115,100	\$1,562.79	\$1,562.79
2002	\$21,000	\$94,100	\$115,100	\$1,506.16	\$1,506.16
2001	\$21,000	\$94,100	\$115,100	\$1,410.85	\$1,410.85

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
DAVIS ELIZABETH CASHMAN	2961 497	5/12/2010	Qu		\$10
DAVIS ELIZABETH CASHMAN CASHMAN EUG	2853 2400	4/29/2009	Qu		\$10
CASHMAN EUGENE K JR DAVIS ELIZABETH	1597 323	6/11/2002	QC		\$10
CASHMAN EUGENE K SR	742 103	8/12/1994	Fu		\$10
CASHMAN EUGENE K SR	200 938	1/1/1980	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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R01	DWELL	Dwelling	1930	1.0	01	2,750	
R01	ATTGAR	Attached Garage	1930	0	0		529

Features & Exterior Features						
Building	Type	Feature Code	Description	No. / Sq.Ft.	Value	
R01	DWELL	1CHMMASO	1s Outside masonry chimney	1	\$560	
R01	DWELL	COOLING	Central air	1	\$5,640	
R01	DWELL	EXT. COVER	Wood siding-cedar	1	\$0	
R01	DWELL	FOUNDATION	Full Slab	1	\$0	
R01	DWELL	HEATING	Heat pump	1	\$6,600	
R01	DWELL	MAS	Masonry fireplace	1	\$2,200	
R01	DWELL	OFP	Open Frame Porch	470	\$8,170	
R01	DWELL	OFP-S	Open Frame Porch	460	\$10,120	

EXHIBIT 64

Herman Hubbard
Box 38 J
Palmetto Bluff Road
Bluffton, S. C.
Phone 757-3149

Mr. E. K. Cashman
105 East Bay Street
Savannah, Georgia

August 21, 1974

Dear Mr. Cashman:

I looked at the repair work needed at the dock on May River. The old float was a 10'x 16' and I believe a 24' long ramp would be best.

I can do this work for a cost of \$1,480.00, or \$1,710.00 if you decide to enlarge the float to a 12'x 16'. This will be with an all metal framing 42" wide ramp. Material specifications are as follows:

1. Floatation: Styrofoam 7"x 20"x 9' attached with galvanized 1/2 inch bolts. Solid floatation.
2. Lumber: Treated pine, by Osmose, Celcure, or Wolmanized, 2" thick. All framing and decking of 2" thick material.
3. Float will be attached with hoops bolted below deck, and have 4 dock cleats, and bumper stripping on both sides.
4. Ramp: Framing for ramp will be 5" channel iron, cross braced with 3" angle iron. Hand rail and post will be of 2" channel iron. Decking 2"x 6" treated pine attached with metal screws. Bottom roller solid, of 4" pipe. All metal primed with 2 coats of metal primer.

We need an O.K. from the Corps of Engineers to do this repair, and if I can be of any further help to you, please let me hear from you.

Sincerely,

Herman Hubbard

1-803-957 214

Herman Hubbard Piledriving & Dock Work
Box 22 B
Bluffton, S. C. 29910

April 11, 1977

Mr. R. E. Cashman
105 East Bay Street
Savannah, Ga.

Dear Mr. Cashman:

I can build you a 10'x 16' floating dock, and a 3 1/2'x 24' ramp, for a cost of \$1,830.00. This is \$7.50 a sq. ft. for floating dock and ramp, and includes 2 floating dock piling.

Also, to pull up the 3 old piling will be \$50.00 each, or if they cannot be pulled, I can locate the floating dock between the old piling.

Sincerely,

Herman Hubbard

Herman Hubbard

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Herman Hubbard-Piledriving & Dock Work
Box 22 F
Bluffton, S. C.

1-803-757-3149

May 25, 1977

Mr. W. K. Cashman
105 East Bay Street
Savannah, Ga.

Construct a 10'x 16' floating dock, and
a 3 $\frac{1}{2}$ 'x 24' ramp

@ \$7.50 per sq. ft. \$1,830.00

Pull 3 old piling

@ \$50.00 each 150.00

\$1,980.00

Paid 6/2/77

L-1

THE HAWAIIAN COMPANY

DISTRIBUTORS

P. O. BOX 10005

CONGRESS AND WHEZAKER STREETS

Savannah, Georgia 31412

TERMS

2% 10 DAYS
30 DAYS NET

SOLD TO CASHMAN CONST. CO.
#05 E. BAY ST.
SAVANNAH, GA. 31401

Past Due Balances Are Subject to a
Service Charge of 1½% Per Month.

CUSTOMER ORDER NO.		FOR		SHIPPED VIA T. JENKINS		INVOICE DATE & NUMBER 6-18-80 48037	
QUAN.	UNIT	DESCRIPTION				PRICE	EXTENSION
2	PR	STANLEY 741BP 3½ X 3½ GALV. BUTT HINGE				5.12	10.24
2		CONVERT 444S 4" GATE HOOK				.75	1.50
							11.74
		TAX					.48
							12.22

DUPLICATE

Phone 233-3071

Cashman Const. Co.

Blufton

**ROUGH AND DRESSED LUMBER
MILL WORK
ROOFING
HARDWARE
SASH AND DOORS
WALL BOARDS
PAINTS**

YOUR No._____

INVOICE No. 41746

~~TERMS: DUE 10TH OF MONTH FOLLOWING PURCHASE.~~

2 x 8	1/10	Treated	10 @ .54	5.40
2 x 4	1/14	"	14 @ .28	<u>3.92</u>
				9.32
			Tax	<u>.37</u>
			Total	9.69

			TAX							
			TOTAL							
DRIVER			LOADED BY <i>[Signature]</i>							
No.	41746							RECEIVED BY		

BASIC BUSINESS FORMS. SAVANNAH, GEORGIA 31405

in accordance with Section 226.7,
Regulation Z, TRUTH IN LENDING, our
Open Charge Account Terms are:
Billing date: Last day of each month,
All accounts due 10th of month following purchase.
A Service Charge computed by a "periodic
rate" of 1 3/4% per month (Annual Rate 18%)
will be applied to the unpaid "Previous
Balance" on the last day of month
following purchase.

ROUGH AND DRESSED LUMBER
Office and Yard — Randolph & President Sts.
P.O. BOX 10111 — SAVANNAH, GA.

Phones 233-3071
233-3072

**BUILDERS SUPPLIES
PAINT
VARNISHES
ETC.**

CHARGE	CREDIT
✓	

[illegible]

BASIC BUSINESS FORMS, SAVANNAH, GEORGIA 31405

PHONE
912-233-5777

White Hardware Company

DISTRIBUTORS

P. O. BOX 10005

CONGRESS AND WHITAKER STREETS

Savannah, Georgia 31412

TERMS
2% 10 DAYS
30 DAYS NET

SOLD TO CASHMAN CONST. CO.
105 E. BAY ST.
SAVANNAH, GA. 31401

Past Due Balances Are Subject to a
Service Charge of 1½% Per Month.

CUSTOMER ORDER NO.		FOR	SHIPPED VIA	INVOICE DATE & NUMBER	
		<i>Cash</i>	W.A. MILLER	6-27-80	49139
QUAN.	UNIT	DESCRIPTION		PRICE	EXTENSION
2		8 GALV. CLEATS		4.68	9.36
4		5/16 X 4 GALV. LAGS		.21	.84
6		3/8 X 6 DITTO		.40	2.40
					12.60
				TAX	.51
					13.11

ORIGINAL

PHONE
912-233-5777

White Hardware Company

DISTRIBUTORS

P. O. BOX 10005

CONGRESS AND WHITAKER STREETS

Savannah, Georgia 31412

TERMS
2% 10 DAYS
30 DAYS NET

SOLD TO CASHMAN CONST. CO.

105 E. BAY ST.

SAVANNAH, GA. 31401

Post Due Balances Are Subject to a
Service Charge of 1½% Per Month.

CUSTOMER ORDER NO.		FOR	SHIPPED VIA	INVOICE DATE & NUMBER	
			W. A. MILLER	52184 7/29/80	
QUAN.	UNIT	DESCRIPTION		PRICE	EXTENSION
4		8" GALV CLEATS 4.16EA			16.64
2		1/2 X 5 1/2 PLT BOLTS			1.00
2		1/2 N C PLTD LOCK ~~WASHERS~~ NUTS			.62
8		5/16 X 3 GALV LAGS, 18EA			1.44
					19.70
				TAX	.80
					20.50

ORIGINAL

W. J. BREMER, INC.

READY MIXED CONCRETE

ESTAB. 1914

BUILDING SUPPLIES

P. O. BOX 1605

753 WHEATON ST.

PHONE 232-6154

SAVANNAH, GA. 31402

CUSTOMER NO.

DATE 7-24-84	CUST. ORDER NO.	WHEN SHIP 7-24-84	SHIP FROM: SAVANNAH, GA.	SHIP VIA CPU	PPD.
SOLD BY CW	BACK ORDERED ON INVOICE NO.		F.O.B. SAVANNAH, GA.		

C
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R

Cashman Construction Co.
Rm. 11, Arcade Bldg.
105 E. Bay St.
Savannah, GA 31401
8775

SHIP
TO

Cashman Job

[illegible]

PLEASE EXAMINE MATERIAL SHIPPED ON THIS DELIVERY. IF THERE IS ANY DAMAGE OR IF IT IS NOT CORRECT, PLEASE NOTIFY US IMMEDIATELY. MATERIAL USED CONSTITUTES ACCEPTANCE. PLACEMENT WITHIN CONFINES OF PROPERTY OF JOBSITE AND REASONABLY CLOSE TO BUILDING THEREIN CONSTITUTES DELIVERY. W. J. BREMER INC. WILL NOT BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY TRUCKS AFTER LEAVING ROADWAY. JOBSITE MUST BE ACCESSIBLE BY TRANSPORTING. CUSTOMER WILL BE RESPONSIBLE FOR ALL WRECKER BILLS INCURRED FOR INACCESSIBLE LOTS.

362202

RECEIVED
BY

FILLED BY

CHECKED BY

DATE _____

PCS

CTNS

BNDLS

SUB TOTAL	
-----------	--

164050

TAX

256

TOTAL

6/6/5.12

NO RETURNS UNLESS AUTHORIZED BY W. J. BREMER, INC. SUBJECT TO HANDLING CHARGES.

INVOICE NO. 02668

HUGHES-BALL COMPANY

BUILDING MATERIALS — HARDWARE — LUMBER — MILLWORK
615 STILES AVENUE
SAVANNAH, GEORGIA 31403

REMIT TO:
P.O. BOX 22068
PHONE (912) 232-6104

SOLD TO

CASHMAN CONSTRUCTION COMPANY
105 EAST BAY STREET
SAVANNAH, GEORGIA 31401

233-1773

DRIVER: _____
TIME OF _____
DELIVERY: _____
YOUR NO. _____
DATE 7/26/84
JOB CASHMAN
SHIP VIA PLW
DEL. TO _____

STATUS	QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL
			2x8 TR SLP	4.98	14.94
			3/10	Jax	60
					15.54
			Blauff		
			H young		

RECEIVED IN
D ORDER BY:

ENTERED:

ACCOUNTS DUE 10th OF MONTH FOLLOWING PURCHASE. After 30 Days, Accounts are subject to 1½% FINANCE CHARGE — ANNUAL PERCENTAGE RATE 18% — on the closing balance.

02860

REMIT TO:
P.O. BOX 22068
PHONE (912) 232-6104

SOLD TO

DRIVER: _____
TIME OF _____
DELIVERY: _____
YOUR NO.: _____
DATE 8/1/84
JOB CASHMAN
SHIP VIA F
DEL. TO _____

STATUS	QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	TOTAL
			RETURNED FOR CREDIT		
			4x4" #2 TR 2/10		
			Lock		

ENTERED:

ACCOUNTS DUE 10th OF MONTH FOLLOWING PURCHASE. After 30 Days, Accounts are subject to **1 1/2% FINANCE CHARGE — ANNUAL PERCENTAGE RATE 18% —** on the closing balance.

ANSLEY MARINE
CONSTRUCTION CO., INC.
1218 Shannon Avenue
SAVANNAH, GEORGIA 31406

Phone 355-8681

JCB ESTIMATE

PHONE 232-5265 DATE 2-22-86
233-1773
JOB NAME/LOCATION

TO Mr. Gene Cashman
P.O. Box 3752
Savannah, Ga 31414

JOB DESCRIPTION:

1. Furnish equipment, labor and material to drive 1-25' pile

\$250.00

2. Furnish equipment, labor and material to "X" brace main dock
using 8" x 8" bolted to pile. 2.5 Ret. CCA

\$345.00

3. Install floating dock using owners brackets for pile.

\$120.00

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED
JOB COST

ESTIMATED
BY

Steve Qualey

OWENS & SON IRON WORKS
2108 EAST LING ST.
P.O. BOX 5782
SAVANNAH, GA. 31414-5782
(912) 236-4758

INVOICE

Cashman Const.

DATE:

7/7/86

INVOICE NO.:

01145

P.O. NO.:

DELIVERED TO:

Repair ladder

\$26.00

Electric Equipment & Repair Co.

BOX 15822
SAVANNAH, GEORGIA 31416
PHONE & FAX (912) 352-8225

0250 SERVICE INVOICE

Customer's Order No.			Phone	Mechanic	Helper	Date	6/9/95
Bill To						Order Taken By	
Mr. Cashman							
Address							
504 Gordonston Ave.							
City							
Savannah, Ga. 31404							
Job Name and Location							
Work Ordered By						Job Phone	

DESCRIPTION OF WORK

~~Billing for installation of one fan and moving~~
~~another~~, rewiring dock and feed from house,
new lights at Bar-B-Q pit, sweeping of roof,
check on smoke detector, installation of
dock ladder, new rope on floating dock and
repair of water line.

Paid 7/5/95

	TOTAL MATERIALS	\$ 471.00
32 @ \$35.00	TOTAL LABOR	1120.00
	TAX	
☐ No One Home	Date Completed	
	TOTAL AMOUNT \$	\$1591.00

Signature

I hereby acknowledge the satisfactory completion of the above described work.

☐ Total amount due for above work: or

☐ Total billing to be mailed after completion of work

EXHIBIT 65

LIGHTSEY CLAIMED EXPENSES

Bluffton Dock Repair
(Lightsey)

1961 Initial Constiruction (est)	\$20,000.00
1983 Waterline 300 feet	\$1,000.00
1983 Sink	\$500.00
Mar-86 Ansley Marine	\$715.00
Nov-87 Crew	\$208.80
Jun-88 Crew	\$766.75
Jul-88 Crew	\$168.40
Mar-91 Crew	\$117.70
Aug-92 Lowsouth Holdings	\$391.16
Aug-92 Lowsouth Holdings	\$44.35
Aug-92 Lowsouth Holdings	\$653.01
Aug-92 Ansley Marine	\$3,400.00
Apr-93 Chapman	\$720.00
Mar-94 Randy West	\$1,750.00
Mar-99 Norris	\$379.36
Mar-00 Neil Lax	\$731.77
May-00 Atlantic Marine	\$5,600.00
Sep-04 Norris	\$278.65
Nov-05 Norris	\$669.33
Oct-06 Knox Roofing	\$2,000.00
Jul-09 Norris	\$364.47
Aug-09 Dennis	\$63.88

\$40,522.63

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1983 Sink	\$500.00
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Aug-09 Dennis	\$63.88

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Laurel Spring

March 1986

<u>Expense</u>		<u>Recreation</u>	
Buycat Pontiac	32.31	Palmetto Ruga) tele.	25.68
Herder Seed	85.00	W.A. Sammons	2585.00
Milcells	156.00	Ken Counts (shutters)	3781.00
Shouse	12.60	Potts	152.46
Walt. Auto	11.11	Ansley Marine (Bhuppon Rock)	715.00
Harrison Oil	728.62	Potts (Credit)	(45.95)
Agri Equip	433.24	Bill Sammons (Drag Line)	1760.00
National Welders	27.83	J. H. Wood	12.63
Brewers Paint	105.78	Shouse	438.12
Helena Chemical	1104.00	Enterprise Hardware	13.61
G & G Agri Product (Fert) ^{seed}	566.70	Colleton tile	142.00
Farmers Grain (Fert) ^{seed}	3019.44	Walt. Auto	38.96
Elm St. Auto Pfs.	2.88	Godwin Building	38.79
Neil Hudson's Wtba.	11.29	Thompson Building Supply	1144.20
	6296.80	George Moore	95.00
		SCE & M.	114.17
		Brewers Paint	122.25
		Gold Kist	105.00
		Low South Holdings	410
		Russell Wanner	112.82
			11,355.34

November 1987

607

Charges to Laurel Spring

June 1988

[illegible]

July 1988

609

CHARGES TO Laurel Springs
March 1981

[illegible]

LOWSOUTH HOLDINGS, INC.
PO BOX 218
403 RENTZ STREET
VARNVILLE, SC 29944

SOLD TO
LIGHTSEY BROTHERS

MILEY, SC 29933

SHIP TO
LIGHTSEY BROTHERS

MILEY, SC 29933

ACCOUNT #	CUSTOMER P.O. #	TERMS	ORDER #	ORDER DATE	SLSMN	INVOICE #	INVOICE DATE
L0400		NET DUE 5TH	73406	08/05/92	4	66342	08/05/92

ORDERED	BACK ORDERED	SHIPPED	U/M	DESCRIPTION	PRICE	AMOUNT
	0		SLB	NAILS SLB BX 8 EG COMMON	5.000	4.00*
	0		1000000			
1	0	1	SLB	NAILS SLB BX 8 EG COMMON	4.000	4.00*
	0		8000000			
X 30	0	30	EAC	2X6X10 TREATED	3.799	113.97*
	0		2610T			
X 30	0	30	EAC	2X4X16 TREATED	4.836	145.08*
	0		2416T			
X 30	0	30	EAC	1X4X16 TREATED	3.199	95.97*
	0		1416T			

(2 1x6x16)
1 1x6x8)
for Bluffton clock
Nina L. Laffitte

FILED BY	OWNED BY	ORDER	MERCHANDISE	AMOUNT
				209.00
SHIP VIA			OTHER	0.00
PAGE 1 OF 1			TAX	22.14
			FREIGHT	5.00
			TOTAL	236.14

NOT RESPONSIBLE FOR DAMAGES OR SHORTAGES AFTER
24 HOURS OF THE SALE. THANKS! (803)943-4766

LOWSOUTH HOLDINGS, INC.
PO BOX 218
403 RENTZ STREET
VARNVILLE, SC 29544

SOLD TO
LIGHTSEY BROTHERS

MILEY, SC 29933

SHIP TO

LIGHTLY BROTHED.

BILLY, SC 29933

ACCOUNT #	CUSTOMER P.O. #	TERMS	ORDER #	ORDER DATE	SLSMN	INVOICE #	INVOICE DATE
L0400		NET DUE 5TH	73383	08/05/92	6	66318	08/05/92
ORDERED	BACK ORDERED	SHIPPED	U/M	DESCRIPTION	PRICE	AMOUNT	
2	0			EAC 5.00 G WHITE PINE 1000	14.690		
3	0			SLB NAILS SLB BOX 7/8 EG RUD	4.154		
				270R58			
<i>Blue Fox Dock</i> <i>Alman</i> <i>Relay</i>							
DATE 5, 1992 14:36:43 DT:				PAID BY	CHECK BY	DRAWN	MERCHANDISE
***** * INVOICE * *****				SHIP VIA			OTHER
PAGE 1 OF 1				TAX			0.00
NOT RESPONSIBLE FOR DAMAGES OR SHORTAGES AFTER 24 HOURS OF THE SALE. THANKS! (803) 943-4766				FREIGHT			0.00
				TOTAL			44.35

LONGSOUTH HOLDINGS, INC.
 PO BOX 218
 401 PENTZ STREET
 VERNONVILLE, SC 29944

SOLD TO

LIGHTSEY BROTHERS

HILARY, SC 29933

SHIP TO

LIGHTSEY BROTHERS

HILARY, SC 29933

ACCOUNT #	CUSTOMER P.O. #	TERMS	ORDER #	ORDER DATE	SLSMN	INVOICE #	INVOICE DATE
10400		NET DUE 5TH	73526	08/06/92	6	66456	08/06/92
ORDERED	BACK ORDERED	SHIPPED	U/M	DESCRIPTION	PRICE	AMOUNT	
96	0	96	EAC	2X4x10 - PEATED	3.799	364.00	
16	0	16	EAC	2X4x10 - PEATED	5.119	12.14	
2	0	2	EAC	2X4x10 - PEATED	4.836	106.25	
11	0	11	EAC	1X4x10 - PEATED	3.199	25.19	
2	0	2	BOX	TN16 12/14 1/2 GIRD BRK	0.750		
2	0	2	SLB	NAILS 5/16x3 1/2 20 LB LOMBON	6.000		
3	0	3	INC	MOULDING WBS FIR LATTICE 14'		8.05	
				WFLM14			
				Bluffton Dock			
				Thin			
				FILED BY	CHECK BY	DRIVER	
				MERCHANDISE		106.05	
				OTHER		1.00	
				TAX			
				FREIGHT			
				TOTAL		601.00	
***** * INVOICE * *****				SHIP VIA			
NOT RESPONSIBLE FOR DAMAGES OR SHORTAGES AFTER 24 HOURS OF THE SALE. THANKS! (803)943-4766				PAGE 1 OF 1			



ANSLEY MARINE CONSTRUCTION CO. INC.

Route 3 Box 172 Pinpoint Rd.
SAVANNAH, GEORGIA 31406
(912) 355-8681

8-10-92

Mr. Norris LaFitte
The Lightsey Brothers Inc.
Main Street
Malei, SC 29933

Ansley Marine Construction Co., Inc. furnished
material, labor and equipment to:

- A. Drive 5/20', 2/25', and 2/40' 2.5cca
pile.
- B. Pulled 2/25' old float pile and
re-drove under walkway.
- C. Removed six old pile from under dock.
- D. Placed new boards around to floating
dock pile.
- E. New roller to be placed under ramp.

\$3,400

CB #12958

PAID IN FULL! Mr. Norris Lafitte 8-12-92

THANK YOU! Please let us know if we can help you
out in the future.

Sincerely,

Stephen C. Ansley

*1/2 work
Est. by EOL
1/2*

CHAPMAN CONSTRUCTION

Route 1 Box 49D
BLUFFTON, SC 29910

1127

TO

(803) 757-3944

LIGHTS Bros.
P.O. Box 77
MURKIN, SC 29933

DATE	4/28/93
CUSTOMER ORDER NO.	
SALESPERSON	
VIA	

TERMS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	REPAIR TO DOCK IN BLUFFTON, SC.		
	DAMAGE FROM STORM ON 3/13/93		
	INSTALLATION OF ONE 40' PILE		
	RETRIEVE FLOATING DOCK AND		
	REPLACE TO PILES		
	REHANG RAMP		
	TRAVEL CHARGE		
	NEW RAMP ROLLERS BILLED TO		
	ANSLEY MARINE		
	TOTAL DUE		17,200.00
	travel charge	100	
	material - 40' piling	180	
	labor to drive 60' ft	240	
	retrieve floating dock		
	re-hang ramp		
	drive piling		
	material - 40' piling	100	
		17,200	

March 1994

Randy West build new

floating dock 10 x 30

~~\$1,000~~ ^{est}

or



\$1,700

est. not built until 1995

9/14/02



LAUREL SPRING

Mar., '99

FARM & FORESTRY

PLANTATION

Old Small Engine	9358.72	Margray Brown	17.89
Repairs to Buggy	30.00	Lois Brown	125.51
Old Tire Center	9361.72	SCF & G	370.96
Wood Barn	9489.36	Palmetto Ranch Tol.	35.83
Walter's Rental	6.92	Novie Laffette (Sons of Laffette)	379.36
Don Bldg. - Exp.	22.53	SCF & G	11.39
Yell. Welding	75.91	Ruth M. Motes	1239.80
Farm Plan	625.85	Margaret Payne	84.39
Inquest BP	41.89	" "	27.56
Cubana's & Co	1240.31	DIRECTV	50.98
James Laffette	342.53	Alan H. Laffette	2033.57
Benton's Feed	24.50	Plumber Friend	6.36
Walter's Auto & Elec.	11,381.50	Walter's Oak & Cherry	126.54
	12,148.14	Mach's Refrigeration	337.94
		Cummins' Bil	138.85
			367.145
			3675.46

0.00

+ + S + +
11,909.64
238.50
12,148.14
3,675.46
15,823.60

March 24, 2000

material for Dark House
+ Rescreen parts of
Power.

Tickets 107.84

23.82

15.11

146.77

585.00

\$ 231.77

Lalor

NEIL LAY

43 Oyster st

Bluffton, S.

29910

PAID
MAR 28 2000

MAR 28 2000

BY: 25238

Shoaks
Nethaf

ATLANTIC MARINE CONSTRUCTION CO., INC.
 372 COUNTY SHED ROAD
 BEAUFORT, SC 29906
 (803) 846-8114

Invoice

DATE	INVOICE NO.
5/15/2000	20064-1

BILL TO

Mr. Norris Laffitte
 P.O. Box 56
 Hampton, SC 29924

JOB NO.	TERMS
20064	NET 10

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Marine Constr	W.O.A., Dated May 9, 2000: 11 Oyster St., Bluffton: Sister Pile and Header Work	1	6,300.00	6,300.00
<i>did not pay \$700</i> <i>2 20</i> <i>2 4'</i> <i>Need (1) 25' piling on Boat 21</i> <i>he used (2) 16' piling</i> <i>did not include (2) 20' piling</i>				
Thank you for your business.			Total	\$6,300.00

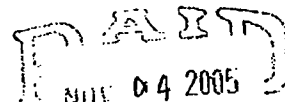
700
\$5,600

hd	9/13/04 1/2" wood bit			10.97
	5# nails			10.34 decking
	3 1/2 nut	20	0.22	4.40 stringer
	5 1/2 wash	34	0.33	7.48 stringer
	1/2 x 5	16	1.48	23.68 stringer bolts
	1/2 x 5	16	1.48	-23.68 not enough threads
greens	13-Sep	8	1.30	10.40
		8	0.33	2.64
		8	0.30	2.40
		60	0.23	11.50
bds	13-Sep 1/2 x 4 1/2 hex	16	0.45	7.20 inside stringers
bds	22-Sep angle bracket	24	1.29	30.96 stringer to float
	1/2 x 1 1/2 lag	24	0.30	7.20 stringer to float
	3/8 x 2 1/2	50	0.15	7.50 stringer to float
	3/8 flat	50	0.05	2.50 stringer to float
	3/8 lock	50	0.03	1.50 stringer to float
	3/8 nut	0	0.00	0.00
	3 1/2 x 4 1/2 hex	4	0.45	1.80
	4 1/2 x 5 hex	4	0.50	2.00
	1/2 x 6 hex	16	0.60	9.60 ***
	1/2 flat	16	0.10	1.60
	16 1/2 lock	16	0.06	0.96
	1/2 nut	16	0.10	1.60
	3 1/2 x 5 lag	4	0.50	2.00
	1 1/2 x 6 lag	4	0.65	2.60
	3/8 bit	1	7.48	7.48
	1/2 bit	1	12.71	12.71
bds	23-Sep 3/8 nut	50	0.05	2.50 stringer to float
	6 1/2 x 6 carriage	16	0.60	9.60
	1/2 x 6 hex	16	0.60	-9.60 ***
bds	28-Sep			
	2 1/2 x 4 carriage	12	0.40	4.80
	1/2 flat	12	0.10	1.20
	1/2 lock	12	0.06	0.72
	1/2 nut	12	0.10	1.20
	2 1/2 x 5 carriage	4	0.52	2.08
	1/2 x 8 carriage	16	0.72	11.52 corner post
lowes	28-Sep 4 x 4 post	1	5.97	5.97 corner post
	1 x 2 steps	7	1.57	10.99 steps
greens	29-Sep angle bracket	4	1.99	7.96 stringer to float
	1/2 x 1 1/2 lag	4	0.70	2.80 stringer to float
	3/8 x 2 1/2	8	0.50	4.00 stringer to float
	3/8 flat	8	0.16	1.28 stringer to float
	3/8 lock	8	0.15	1.20 stringer to float
	3/8 nut	8	0.14	1.12 stringer to float
	1/2 nut	5	0.33	1.65
lowes	29-Sep 1 x 8 x 8 wood	4	5.97	23.88 ramp walk
	2 x 6 x 10 wood	2	7.29	14.58 ramp side
greens	29-Sep nails			12.99 decking
	nails			6.87 decking
				278.65

Norris Laffitte
Post Office Box 81 Hampton, SC 29924

Listed below are my expenses.

09/23/05 Lowe's	wrong entry above 208.78-28.78	180.00
09/29/05 Winelectric	sun room bulbs	212.77
10/07/05 Wendy's	Bluffton	20.00
10/07/05 Home Depot	Bluffton	343.44
10/07/05 Bft Fasteners	Bluffton	99.05
10/10/05 Bft Fasteners	Bluffton	49.43
10/10/05 Lowe's	Bluffton	101.46
10/10/05 grayco	Bluffton	88.61
10/10/05 Wendy's	Bluffton	23.76
10/11/05 Bft Fasteners	Bluffton	-36.42
10/11/05 Lowe's	sheetrock	1,303.09
10/11/05 Lowe's	tarp	73.47
10/11/05 Home Depot	greenboard	237.70
10/17/05 Lowe's	dehumidifier, hose	325.32
10/18/05 Lowe's	return hose reel	-24.13
10/18/05 Lowe's	hose reel	20.97
10/18/05 Lowe's	return sheetrock	-210.64
10/18/05 Jeff Godley	repair nice bdrm ac unit	90.00
10/20/05 Bargain Blder	flooring and tile	2,480.71
10/21/05 Chapman Elec		2,500.00
10/24/05 Lord & Evan	paint	841.84
10/26/05 Ace	faucets	-222.57
10/31/05 Bargain Blder	tile	29.61
11/03/05 Ferguson	faucet	48.21
11/03/05 Scott Tromblee	wood floor installer	1,021.25
11/03/05 Wilfred Rivers	tile installer	875.00
11/03/05 Home Depot	tile grout/leveler	200.00 10,671.93


 NOV 04 2005
 BY 21522

KNOX ROOFING 843 717 2157

Invoice

RICK KNOX
114 Carson Road
Ridgeland, S.C. 29936
Make Checks Payable to Rick Knox

DATE	INVOICE #
10/30/2006	6

BILL TO
Norris Lafitte

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Labor to install metal roofing over existing roof. Including installing new drip edge on house and garage. No drip edge on dock roof.	3,500.00	3,500.00
	Material - 26 gauge Tuff Rib (color to be decided by customer) paid to Eagle Metals.	0.00	
	Labor to tear off and clean up. Includes 30 lb felt installed	4,602.65	4,602.65
		2,000.00	2,000.00
	<i>pd 200 cash</i> <i>REK</i> <i>10,102.65</i> <i>- 200.00 NL pd</i> <i>9,902.65</i> <i>1,800.00 LB pd ck # 30649</i> <i>9,102.65</i> <i>- 4,602.65 1B pd ck # 30642</i> <i>\$4,500.00 bal due</i> <i>re-roof dock</i> <i>#</i>		
Total			\$10,102.65

PAID
NOV 13 2006
BY: #

NORRIS L. LAFFITTE
POST OFFICE BOX 81 HAMPTON, SOUTH CAROLINA 29924

7/1/2009

Listed below are expenses incurred.

					CAR 17	OFFICE	SHOP
		196,834					
06/02/09	19.6	388	197,222	44.94	44.94		
06/04/09	18.3	334	197,555	43.57	43.57		
06/08/09	16.8	306	197,862	40.76	40.76		
06/09/09	Staple's	printer		504.78		504.78	
06/11/09	20.3	408	198,270	49.64	49.64		
06/15/09	17.8	358	198,628	44.92	44.92		
06/17/09	Oquinn Supply	material		80.00			80.00
06/17/09	Home Depot	material		179.08			179.08
06/17/09	Beaufort Supply	bolts		68.09			68.09
06/17/09	Lowe's	tools		22.40			~~22.40~~
06/17/09	Beaufort Supply	bolts		63.69			63.69
06/18/09	24.9	426	199,054	62.33	62.33		
06/19/09	Beaufort Supply	material		25.72			25.72
06/20/09	Beaufort Supply	return		-52.11			-52.11
06/25/09	18.9	364	199,418	45.90	45.90		
06/26/09	17.1	328	199,746	41.05	41.05		
06/30/09	Petal Palace	Connie Beach		75.00		75.00	
06/30/09	21.6	420	200,166	51.53	51.53		
		200,166			424.64	579.78	~~386.87~~
				1,391.29		1,391.29	364.47

FAIT
JUN 2009
BY: 5180 WAE

pd
Dennis
Craven
reimbursement

ck
32/33

THE HOME DEPOT 1115
20 GATEWAY VILLAGE ROAD
BLUFFTON, SC 29910 (843)815-7000

SALE 1115 00001 87096 08/04/09
71 JBU6EX 11:10 AM

material
used on
bluffton
dock



098168231329 2X6-10 #2 PT <A>
1005.97

SALES TAX 59.70
TOTAL 4.18
CASH \$63.88
CHANGE DUE 100.00
36.12



1115 01 87096 08/04/2009 9573

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 11/02/2009

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

GUARANTEED LOW PRICES
LOOK FOR THOUSANDS OF
LOWER PRICES STOREWIDE

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT
CARD!

Share Your Opinion With Us! Complete
the brief survey about your store visit
and enter for a chance to win at:

www.homedepot.com/opinion

¡PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!

¡Comparta Su Opinión! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:

www.homedepot.com/opinion

User ID:
175596 174482

Password:
9404 174481

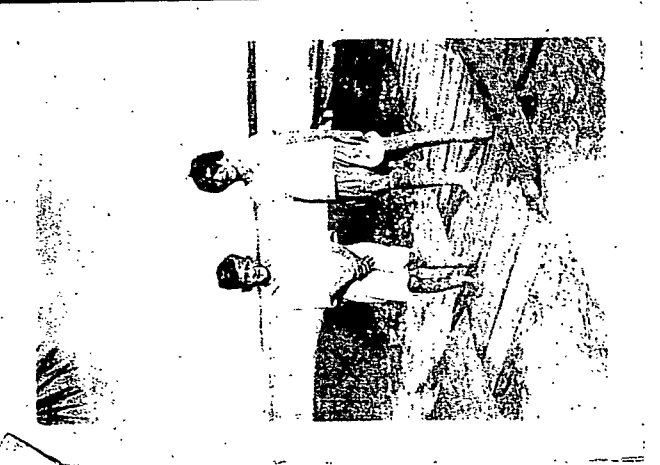
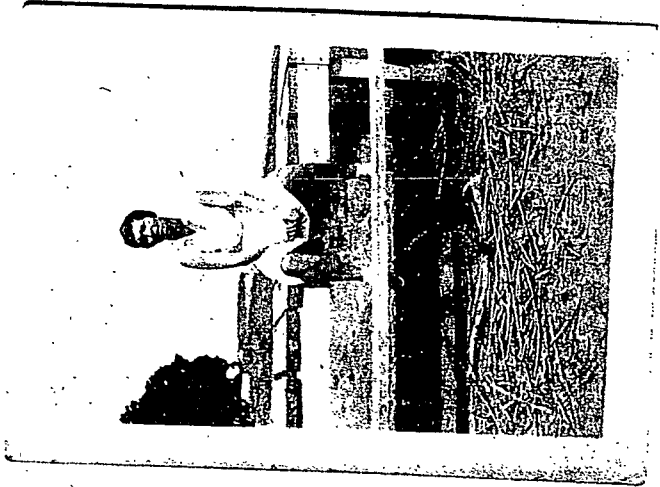
Entries must be entered by 09/03/2009.
Entrants must be 18 or older to enter.
See complete rules on website. No
purchase necessary.

EXHIBIT 66

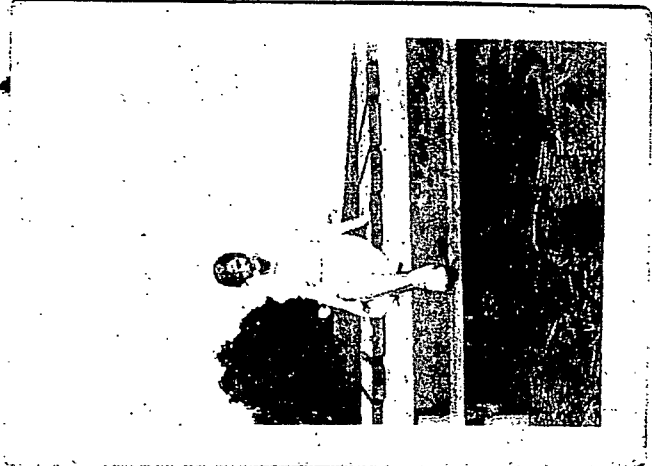
Dock 1



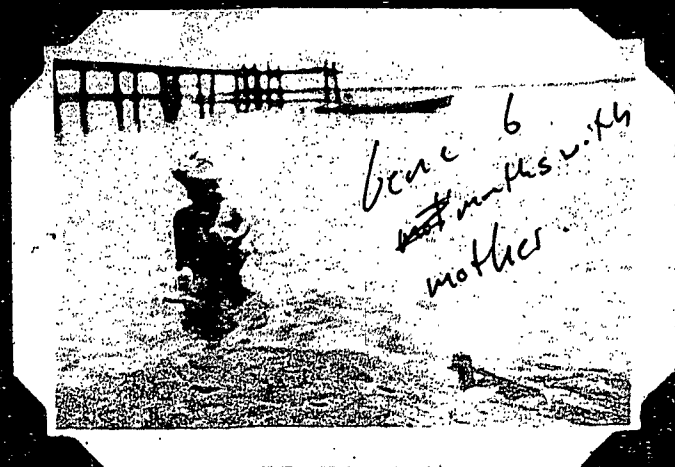
Dock 1



Dock 1



CASIMIR WARS
DOCK - 1930s
1930s-1930s



Gene 6
~~with~~ mother with
 mother

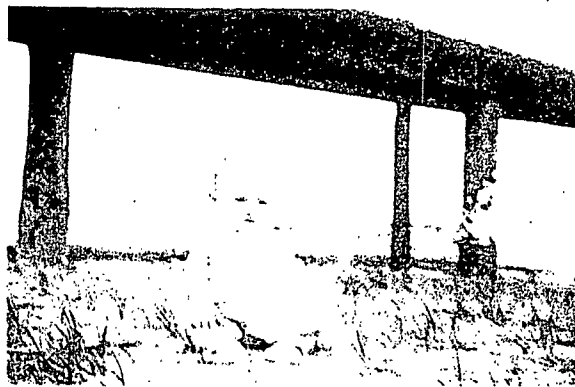


Gene's hand writing.

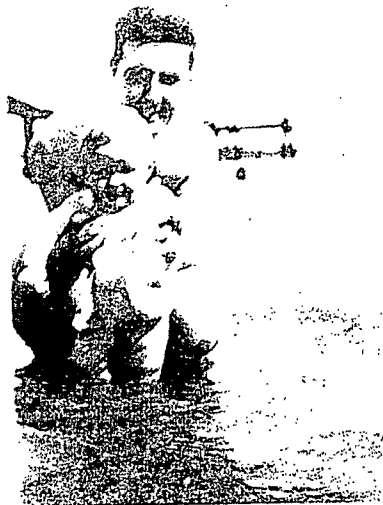
SECOND DECK
 1941 —

St

1941



Mother +
Gene



Gene Sr.

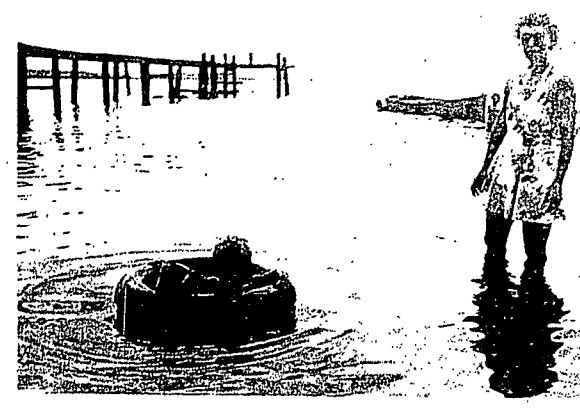
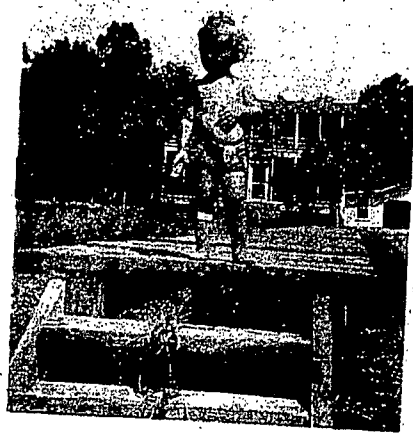


1942 - 1943
↓
S. W. H. P. H.



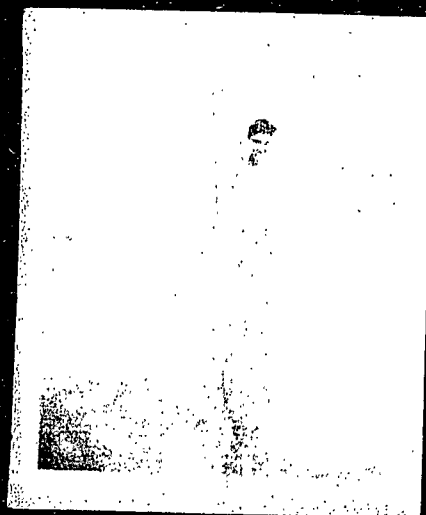
WATSON 1912

Gene





Casimir
D. 1951



About 1954



#

1962

1962



1970's-1980's
DOCK
Piling

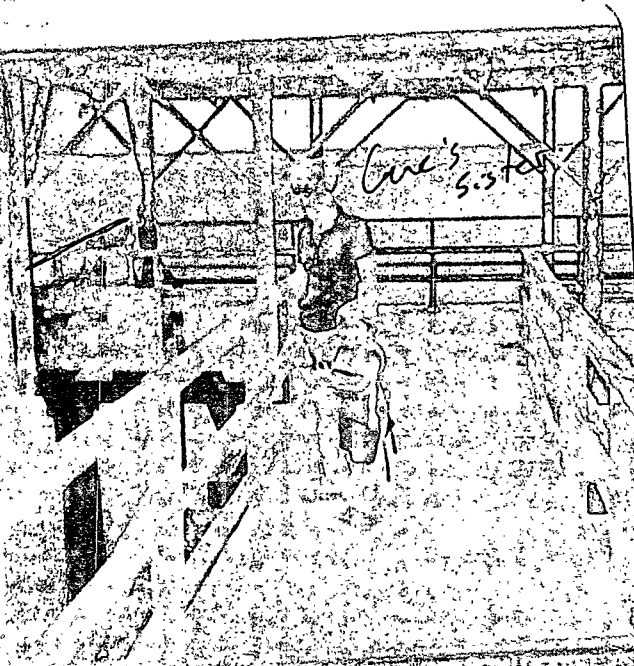


FLATING
DOCK
LIGHTHOUSE
Pier 14-15-16-17-18-19-20!

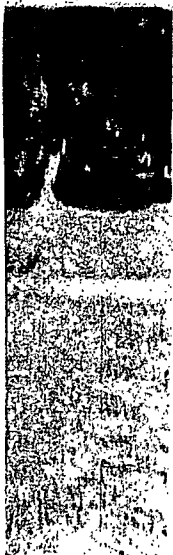
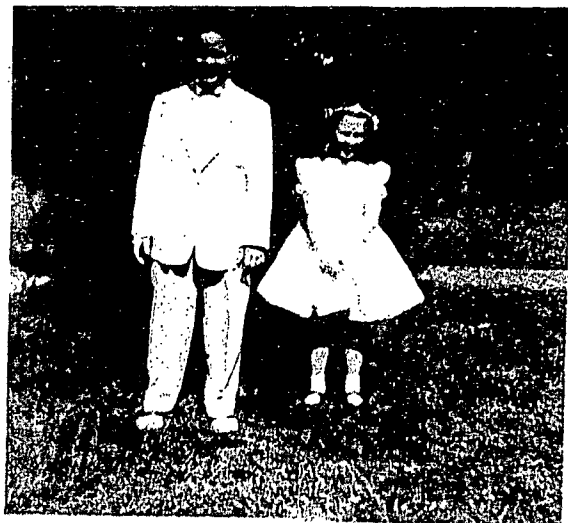
Gene's



Play Area

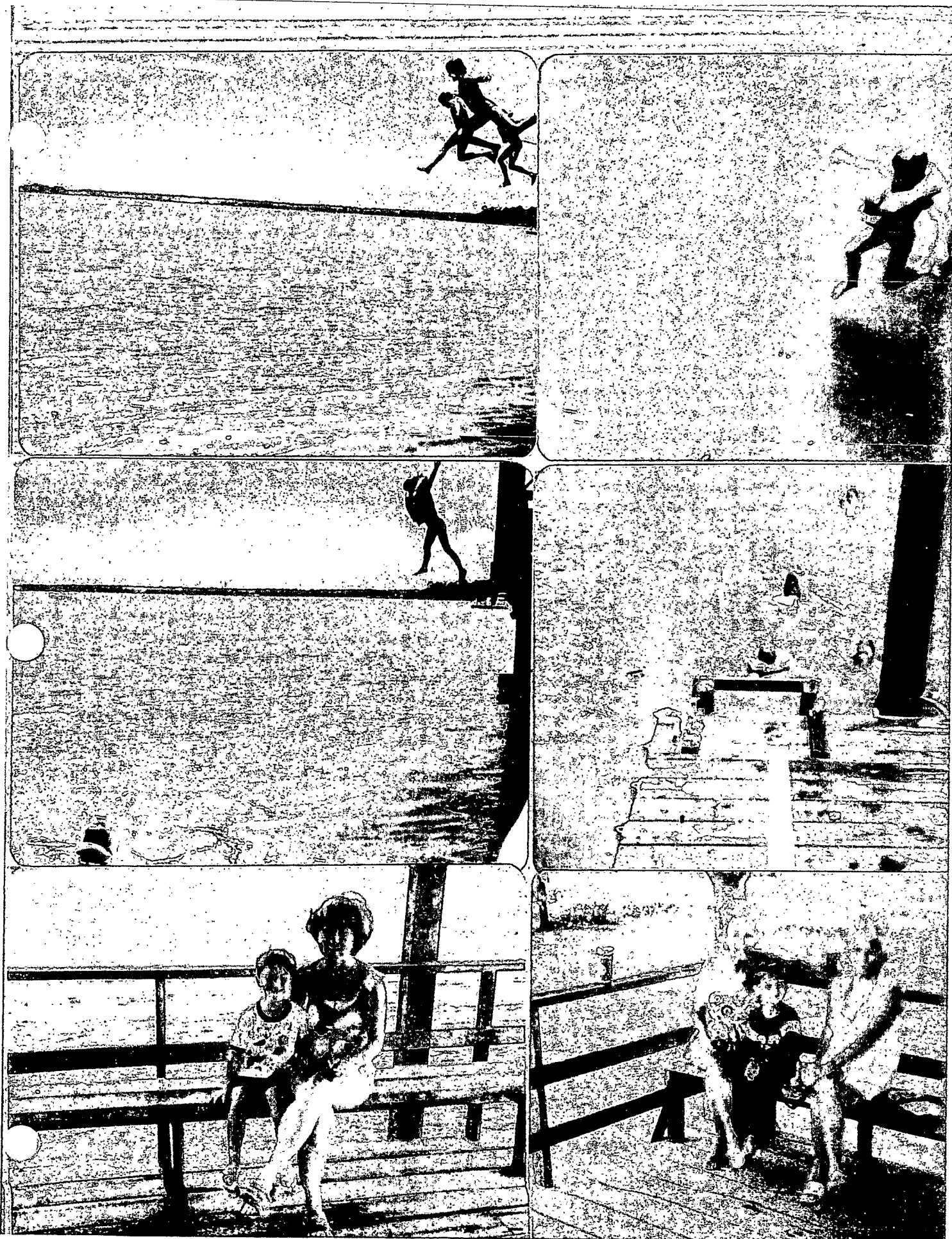


Gene's sister



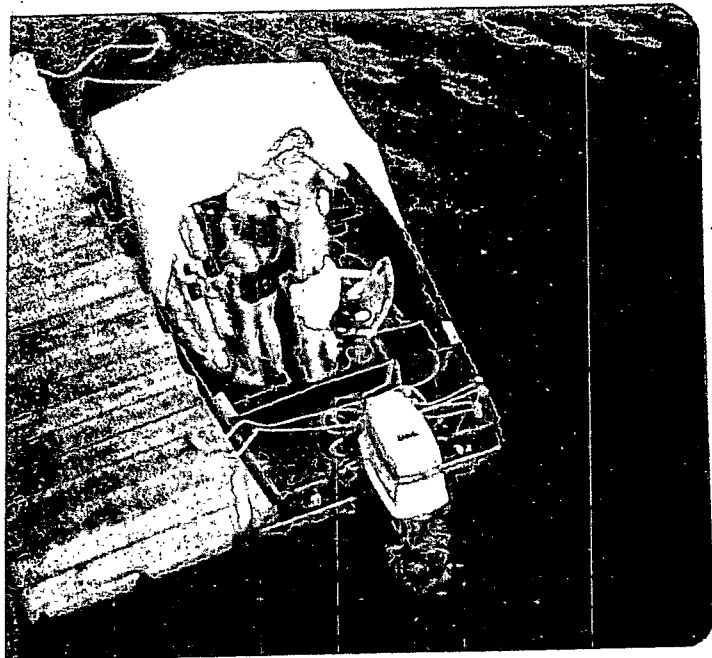
1944 Cabana Rock





1978





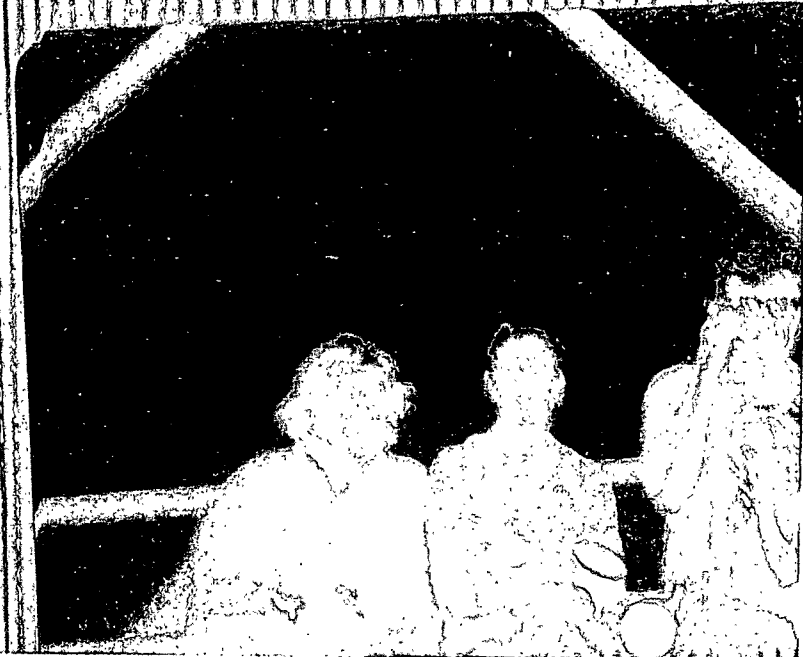
1978 UG-475



LB4B
ELECTRA
4



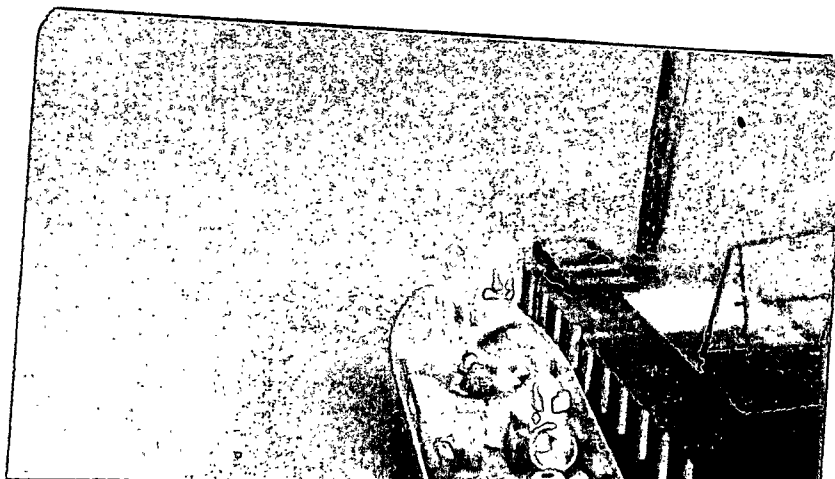
1978

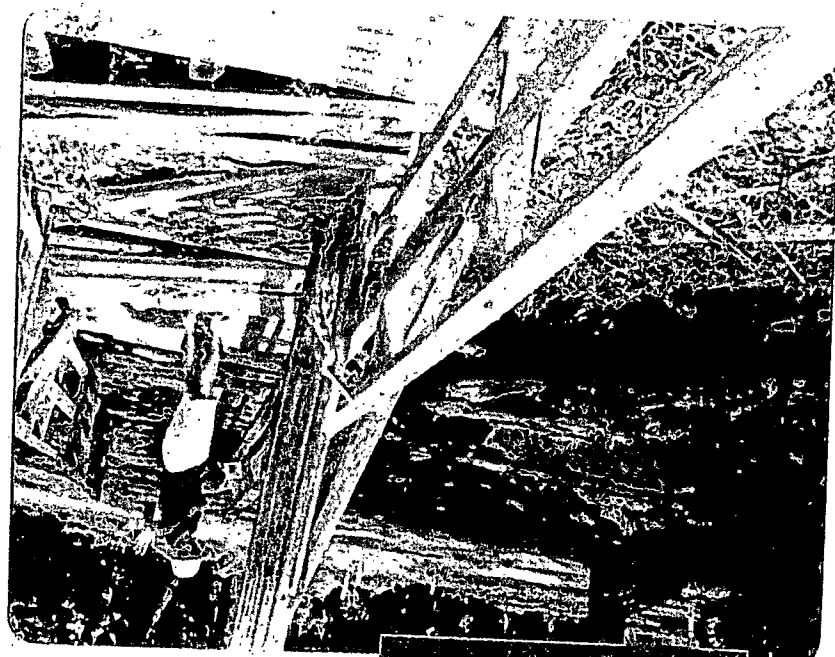
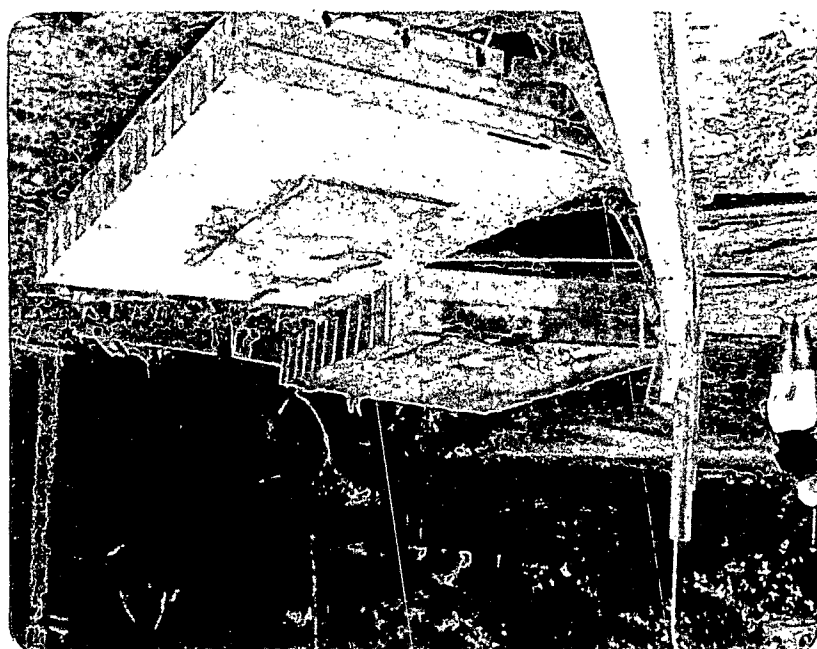


1979



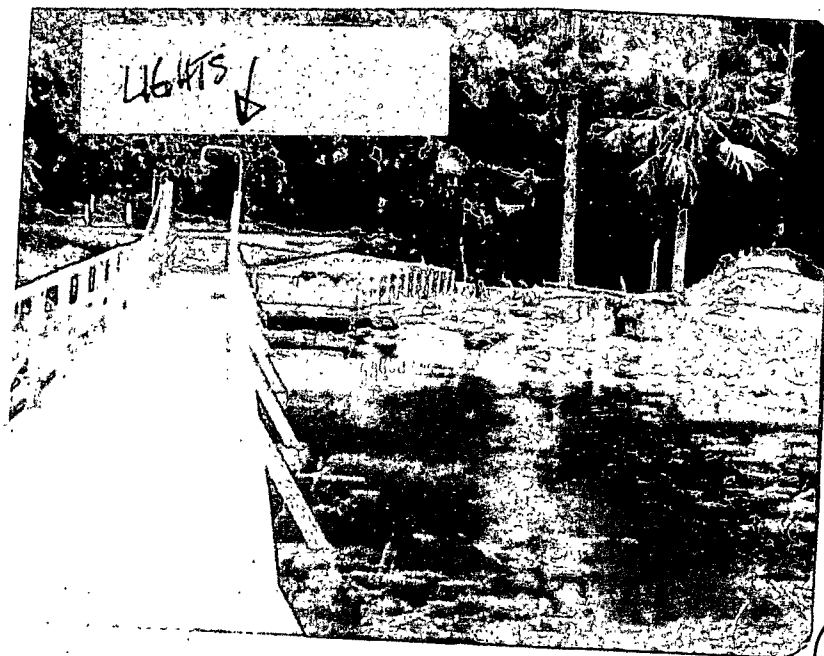
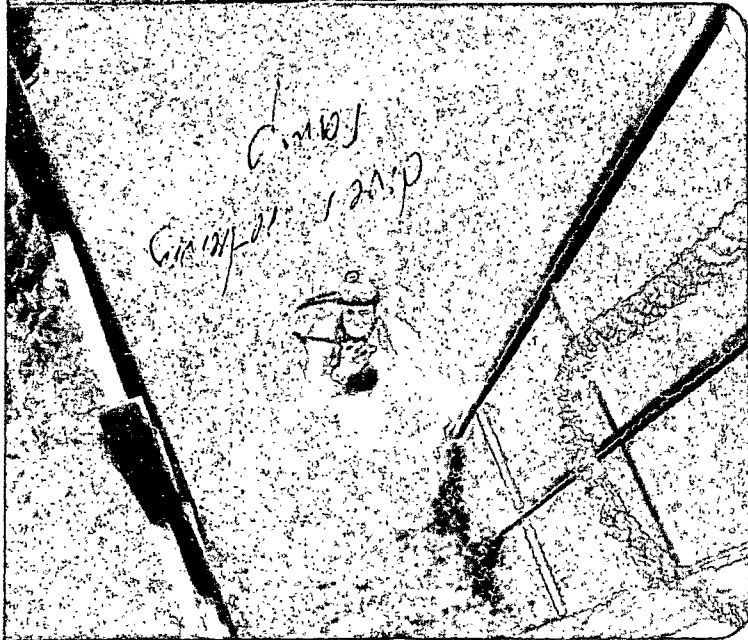
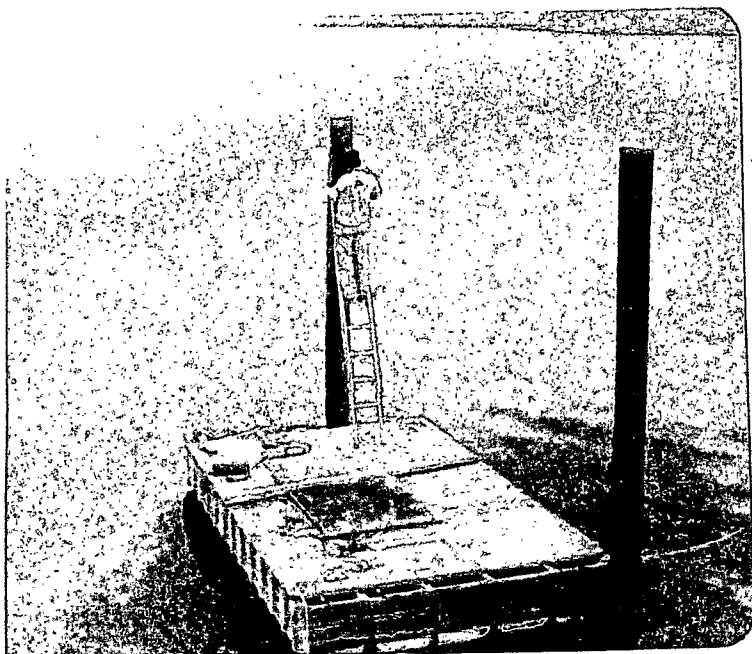
RAMP
GIVEN TO
LIGHTSEE'S
APPLE STERN
ites uses
by TURNER





36661 2. 10/10/68



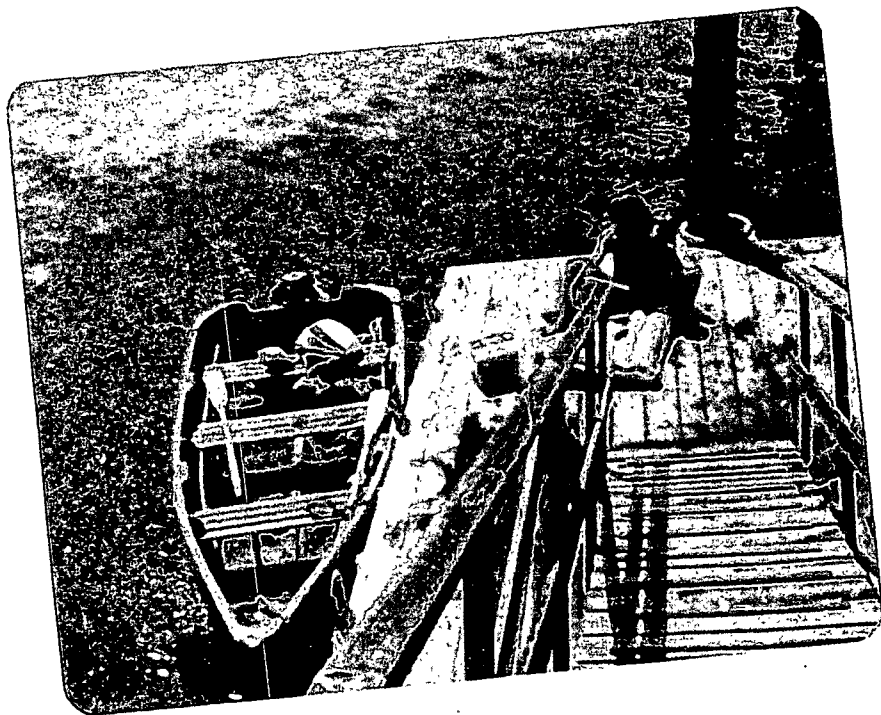


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Handwritten text:
 5700 R. L. M. C.

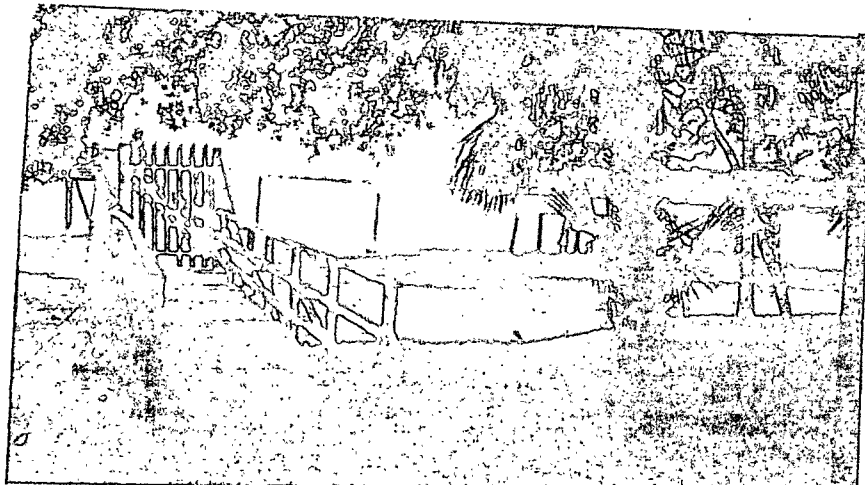
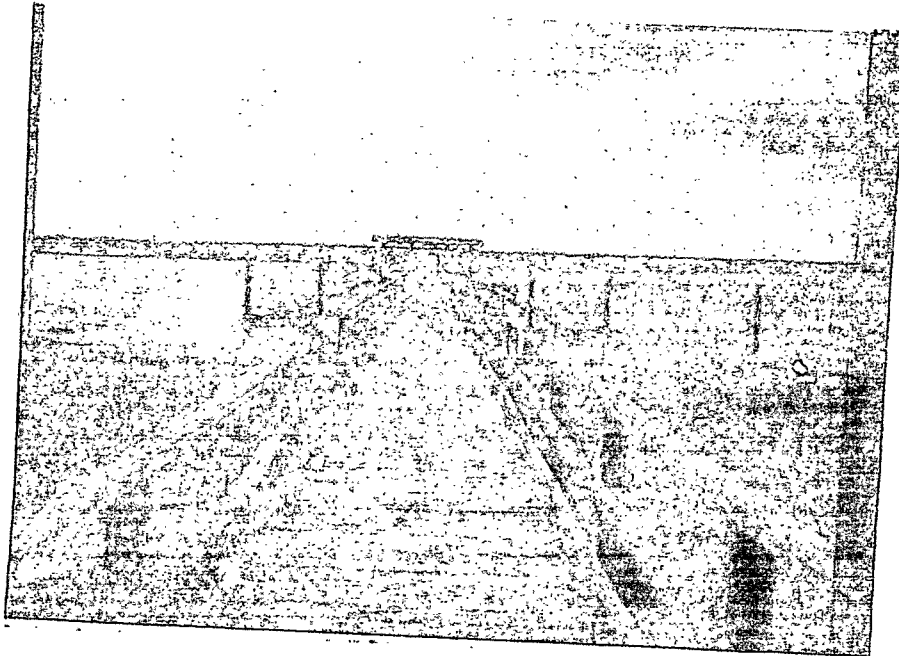
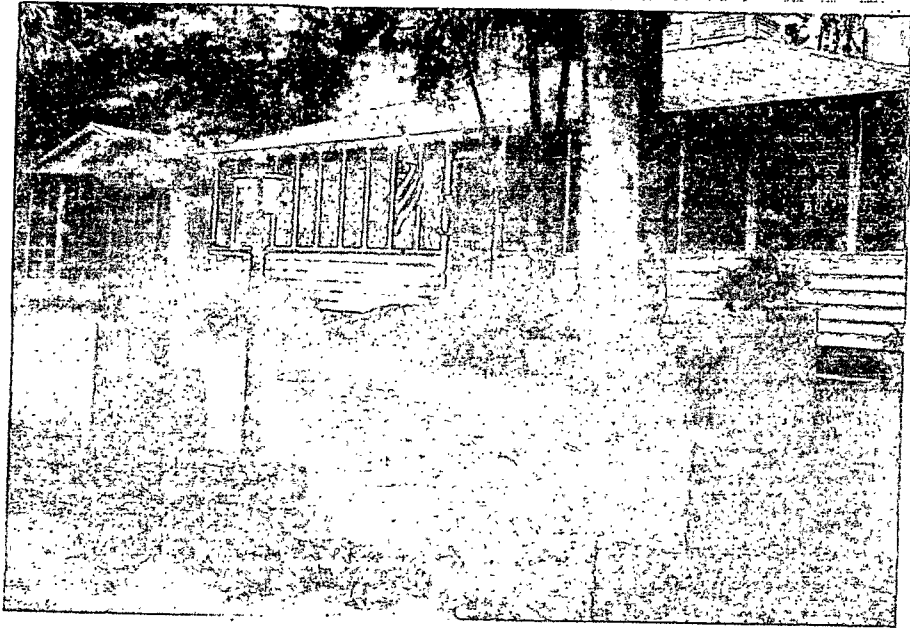


1979



Newland
Alec Soren

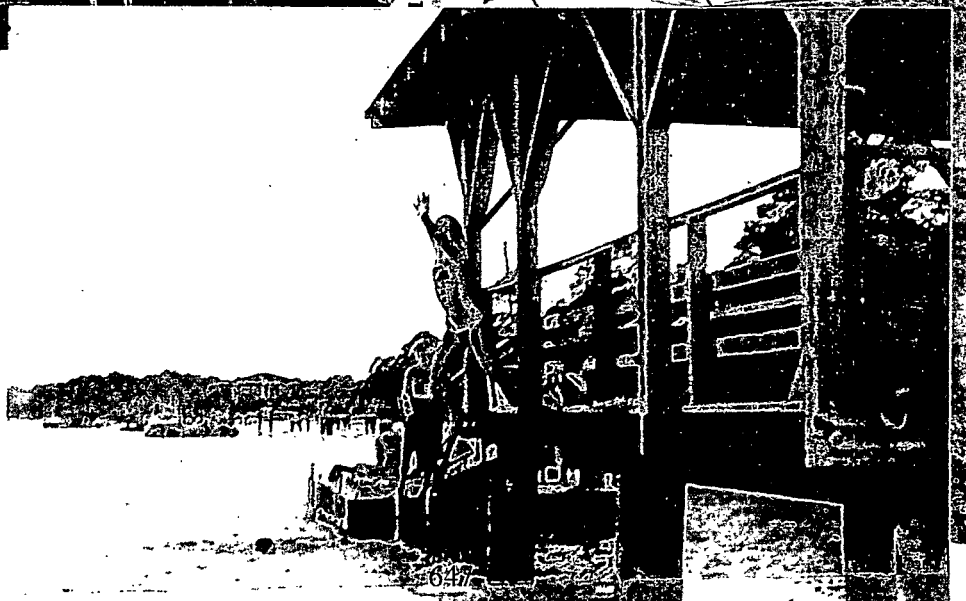
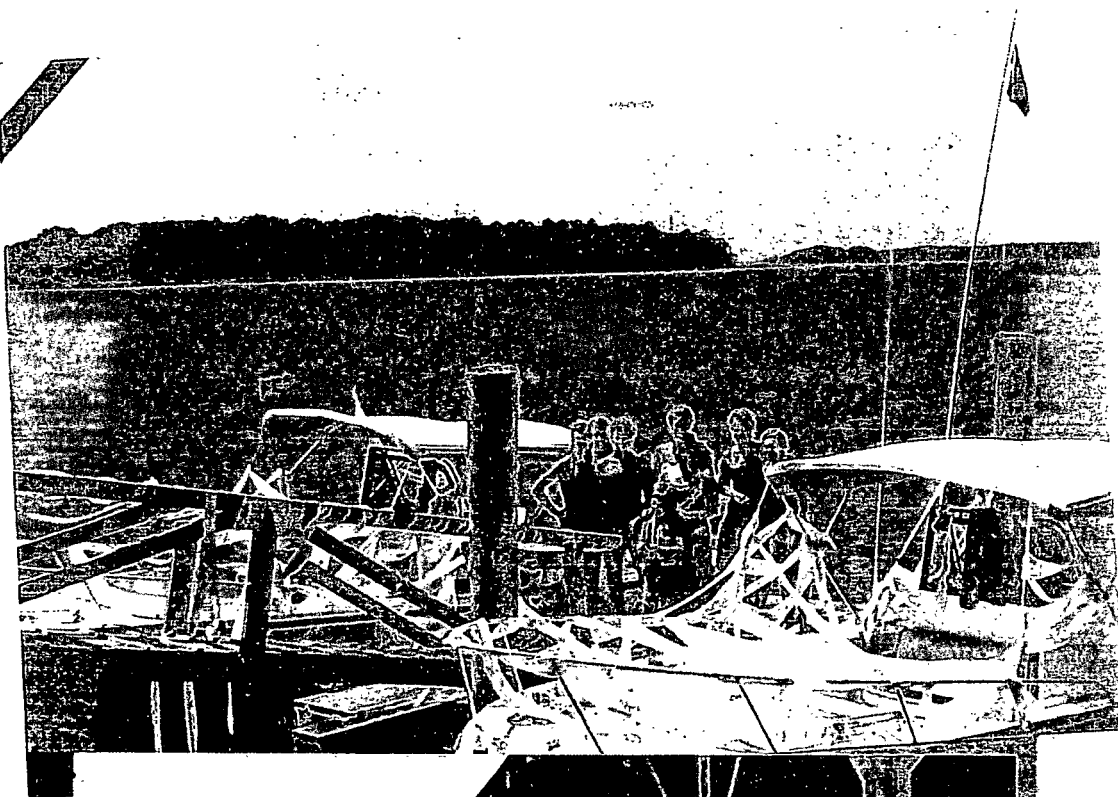
1979



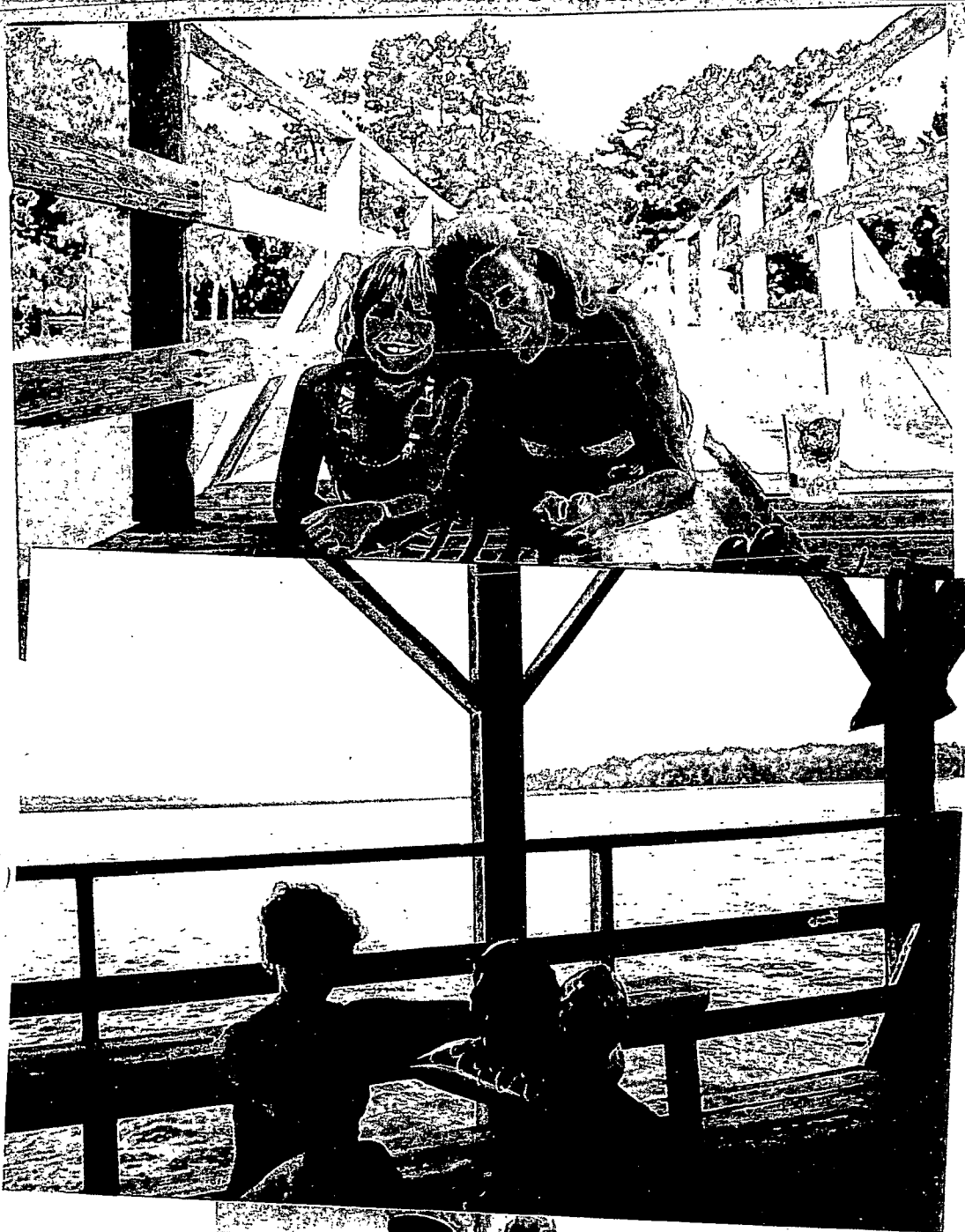
1980



1984



1988



1996

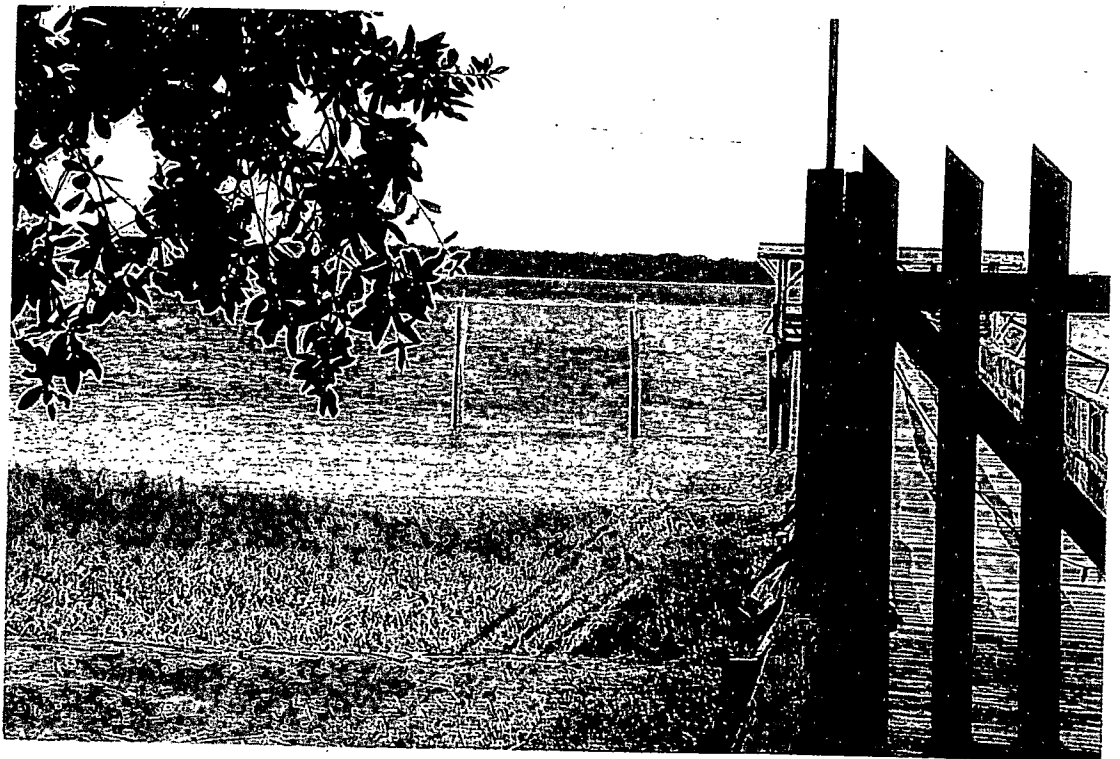
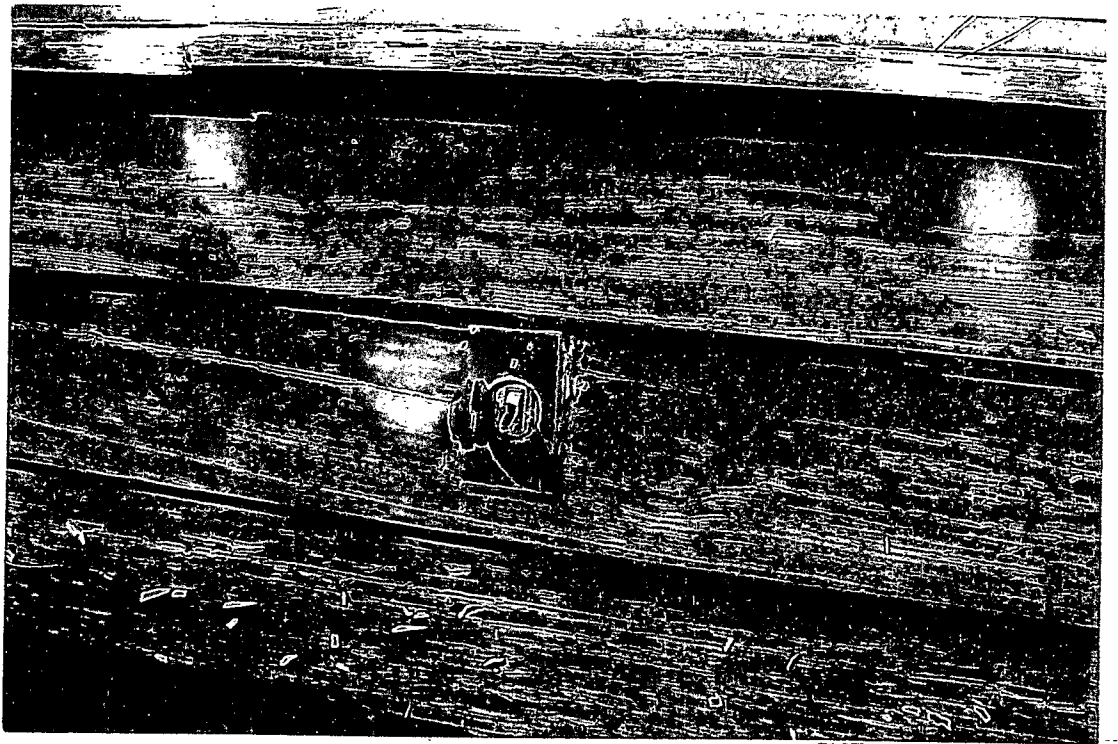








* light 73 access

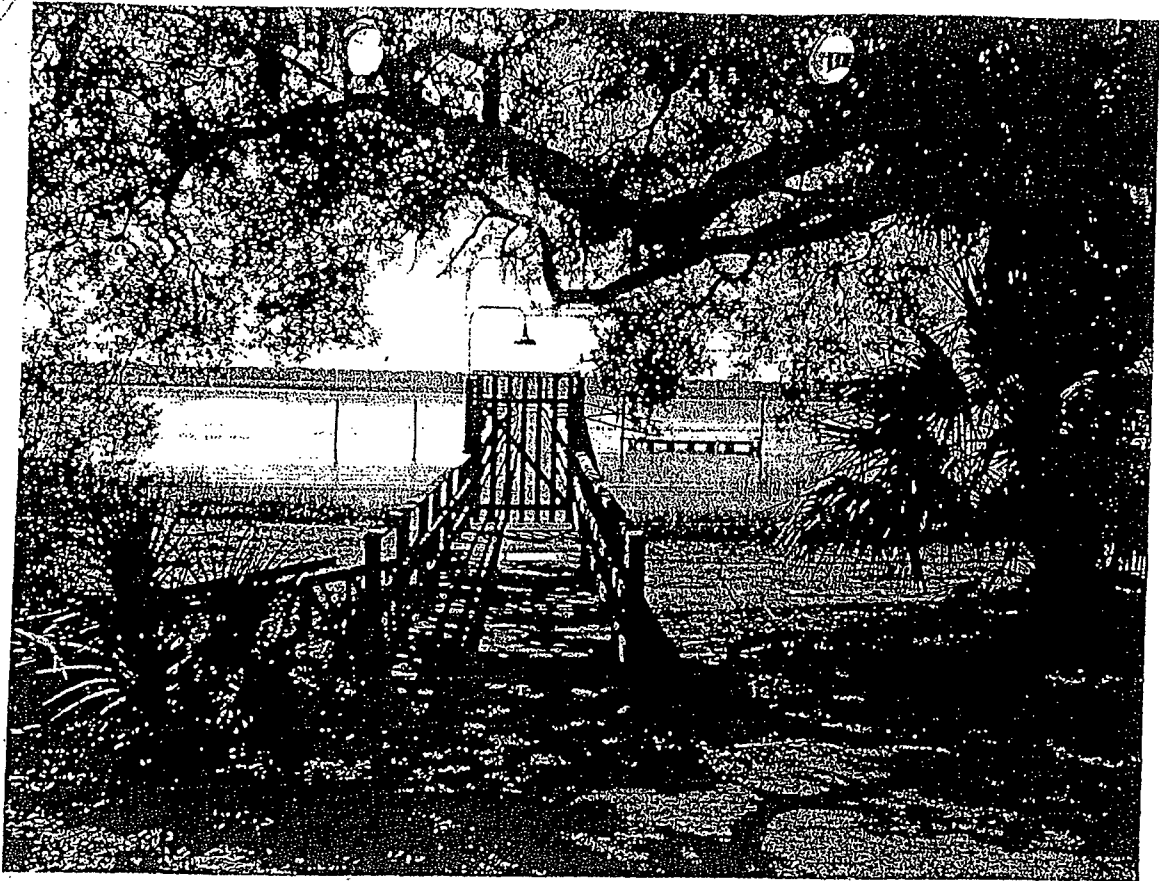




Dock #2



EXHIBIT 67



Dock on May River Included



Randall L. Fisher, CPM
Vice President
Real Estate Advisor

WACHOVIA TRUST

Wachovia Bank, N.A.
SC9346
1426 Main Street, 16th Floor
Columbia, SC 29226
Tel 803.765.3110
Fax 803.765.3099

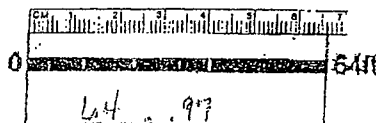
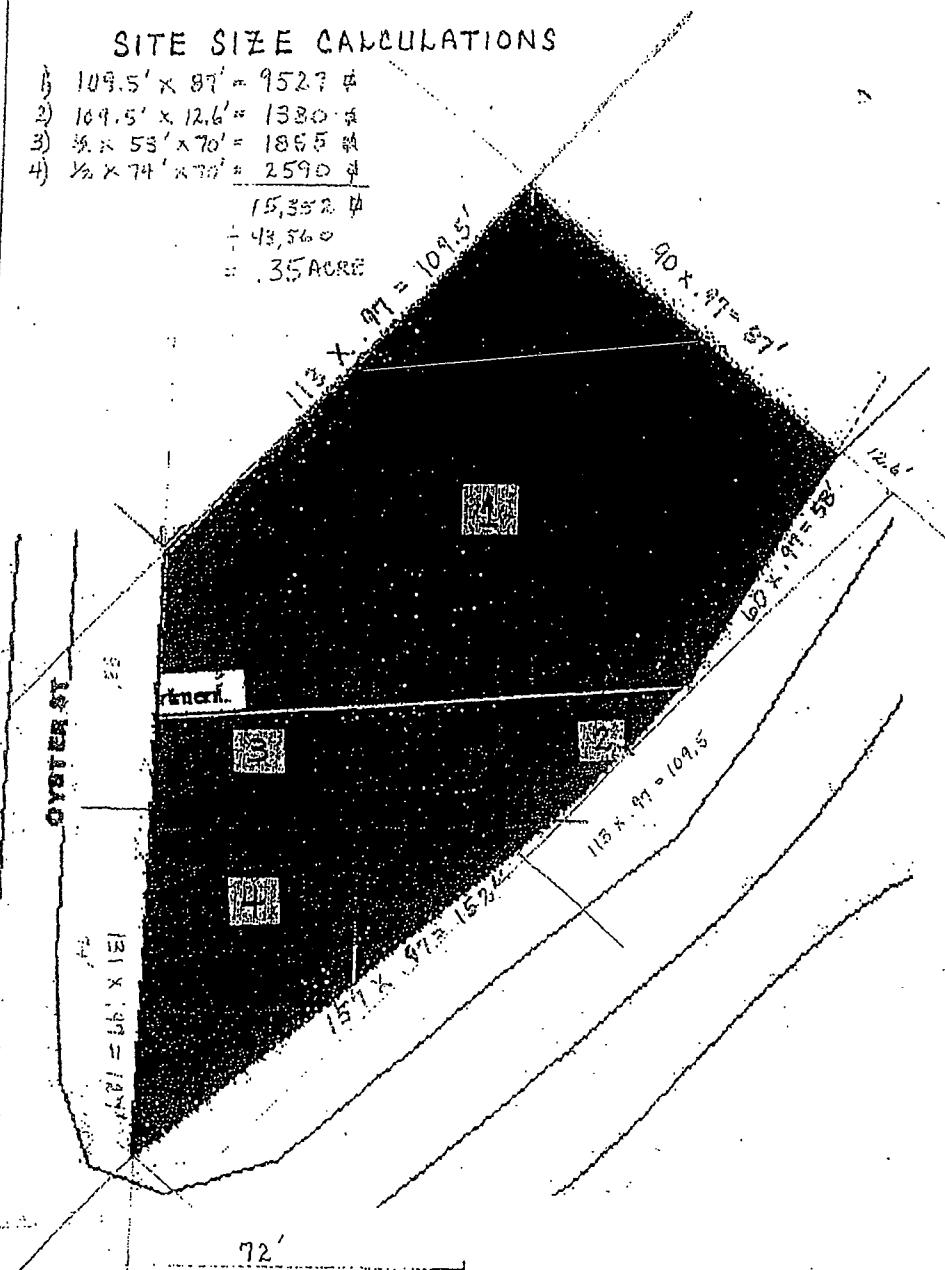
Cashman et al v Wachovia et al
Plaintiffs' Response to Defendants' RTP

128 of 172

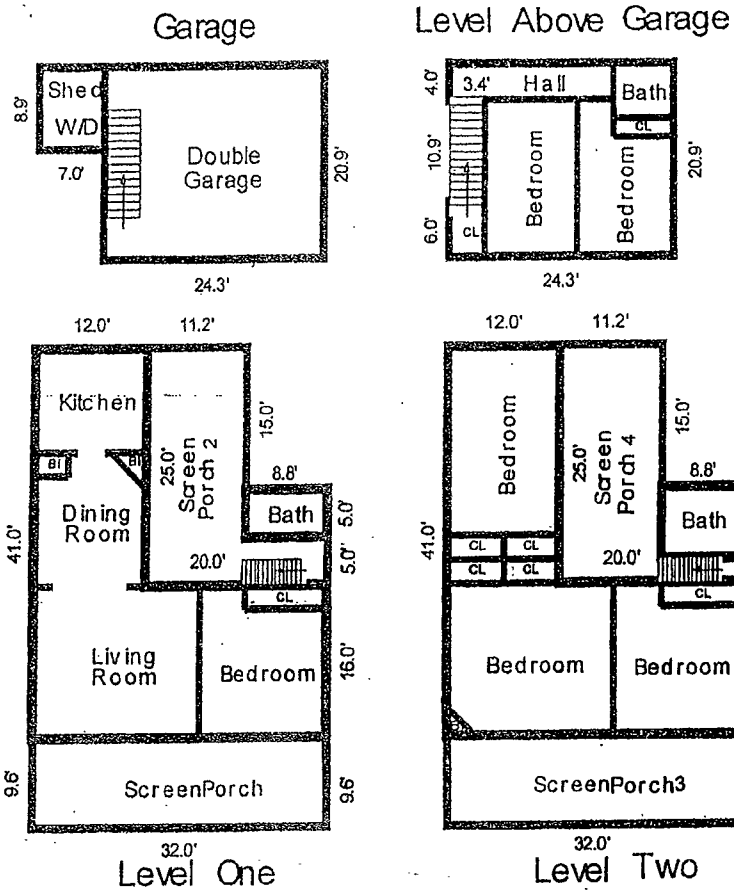
SITE SIZE CALCULATIONS

- 1) $109.5' \times 87' = 9527 \text{ sq ft}$
- 2) $109.5' \times 12.6' = 1380 \text{ sq ft}$
- 3) $53' \times 70' = 3710 \text{ sq ft}$
- 4) $74' \times 77' = 5698 \text{ sq ft}$

$$\begin{aligned} &15,352 \text{ sq ft} \\ &\div 43,560 \\ &= .35 \text{ ACRE} \end{aligned}$$



Cashman et al v. Wachovia et al
Plaintiffs' Response to Defendants' RTP



Scanned by Apos JV Windows

Comments:

Scale: 1 = 16

AREA CALCULATIONS SUMMARY				LIVING AREA BREAKDOWN		
Code	Description	Size	Totals	Breakdown		Subtotals
GLA1	First Floor	812.00	812.00	First Floor		
GLA2	Second Floor	812.00	812.00	12.0 x 41.0		492.00
GLA3	First Floor Bath	44.00	44.00	16.0 x 20.0		320.00
GLA4	Second Floor Bath	66.00	66.00	Second Floor		
GLA5	Living Above Garage	470.81	470.81	12.0 x 41.0		492.00
F/P	Screen Porch	307.20		16.0 x 20.0		320.00
	Screen Porch 2	324.00		First Floor Bath		
	Screen Porch 3	307.20		5.0 x 8.8		44.00
	Screen Porch 4	302.00	1240.40	Second Floor Bath		
GAR	Double Garage	507.87	507.87	7.5 x 8.8		66.00
OTH	Shed/Laundry	62.30	62.30	Living Above Garage		
				20.9 x 20.9		436.81
				3.4 x 4.0		13.60
				3.4 x 6.0		20.40
TOTAL LIVABLE (rounded)			2205	9 Areas Total (rounded)		2205

EXHIBIT 68



Beaufort County, South Carolina

generated on 10/26/2011 10:55:07 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R600 039 00C 0126 0000	00507507	31 OYSTER ST,	10/22/2011

Current Parcel Information

Owner	LIGHTSEY LOUISE CLELAND WACHOVIA BAN	Property Class Code	ResImp SingleFamily
		Acreage	.0000
Owner Address	PO BOX 56 HAMPTON SC 29924		
Legal Description	LOTS 1-2-3A S 1/2 LOT 4A		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2010	\$459,000	\$225,927	\$684,927	\$6,733.90	\$6,733.90
2009	\$459,000	\$225,927	\$684,927	\$6,607.24	\$6,607.24
2008	\$416,000	\$110,000	\$526,000	\$6,526.11	\$6,526.11
2007	\$416,000	\$110,000	\$526,000	\$6,252.28	\$6,252.28
2006	\$416,000	\$110,000	\$526,000	\$5,687.35	\$5,687.35
2005	\$416,000	\$110,000	\$526,000	\$5,292.85	\$5,292.85
2004	\$416,000	\$110,000	\$526,000	\$5,133.80	\$5,133.80
2003	\$63,000	\$71,360	\$134,360	\$1,817.71	\$1,817.71
2002	\$63,000	\$71,360	\$134,360	\$1,751.60	\$1,751.60
2001	\$63,000	\$71,360	\$134,360	\$1,640.33	\$1,640.33

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
LIGHTSEY LOUISE CLELAND WACHOVIA BA	2859XX 197	9/7/2005	Ad		\$0
LIGHTSEY LOUISE CLELAND WACHOVIA BA	2859XX 197	9/7/2005	Ad		\$0
MACMILLAN PAYNE MARGARET L	2234 494	9/7/2005	Ex		\$1
LIGHTSEY LOUISE CLELAND	1947 1026	4/29/2004	Ex		\$1
LIGHTSEY LOUISE CLELAND	394 1272	12/1/1983	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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R01	DWELL	Dwelling	1930	2.0	03	1,848	
R02	DWELL	Dwelling	1930	2.0	01	504	
R02	ATTGAR	Attached Garage	1930	0	0		504
R02	PIER	Waterfront Pier	1986	0	0		720
R02	GAZEBO	Residential Gazebo	1986	0	0		192
R02	BOATD	Waterfront Boat Dock	1986	0	0		288
R02	PIER	Waterfront Pier	1986	0	0		192

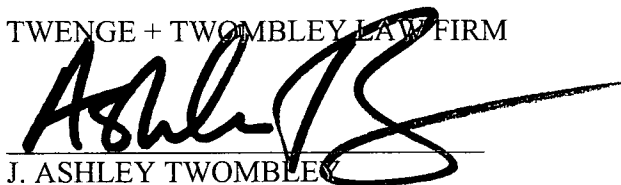
Features & Exterior Features					
Building	Type	Feature Code	Description	No. / Sq.Ft.	Value
R01	DWELL	COOLING	None	1	\$0
R01	DWELL	EXT. COVER	Hardboard	1	\$0
R01	DWELL	FOUNDATION	Full Slab	1	\$0
R01	DWELL	HEATING	Forced hot air	1	\$0
R01	DWELL	OFF-S	Open Frame Porch	208	\$5,710
R01	DWELL	OFF-S	Open Frame Porch	208	\$5,710
R01	DWELL	OFF-S	Open Frame Porch	320	\$7,040
R01	DWELL	OFF-S	Open Frame Porch	320	\$7,040
R02	DWELL	COOLING	None	1	\$0
R02	DWELL	EMP	Enclosed Masonry Porch	63	\$2,790
R02	DWELL	EXT. COVER	Hardboard	1	\$0
R02	DWELL	FOUNDATION	Full Slab	1	\$0
R02	DWELL	HEATING	Forced hot air	1	\$0

CERTIFICATE OF COUNSEL

The undersigned, J. Ashley Twombly, hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

TWENGE + TWOMBLY LAW FIRM

BY:



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Beaufort, SC 29902
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Facsimile: (843) 982-0103
twombly@twlawfirm.com
Attorney for Appellant
www.twlawfirm.com

Beaufort, South Carolina
January 13, 2014

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JAN 17 2014

SC Court of Appeals