

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

William E. Lawson, Special Referee

CASE NO. 2011-CP-26-4758

RECEIVED

MAY 02 2014

SC Court of Appeals

Monroe E. Cook and Lynn S. Cooke Appellants

vs.

Nealy Lynn Taylor..... Respondent

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS

FIFTEENTH JUDICIAL CIRCUIT

CASE NO. 2011-CP-26-4758

MONROE E. COOK & LYNN S. COOK

PLAINTIFFS

vs.

NEALY LYNN TAYLOR

DEFENDANT

ORDER

HORRY COUNTY
13 MAR 22 PM 2:26
MELANIE HUGGINS-WARD
CLERK OF COURT

This is an action initiated by the Plaintiffs to require the Defendant to convey 18.78 acres in Horry County to the Plaintiffs or, in the alternative, to enter judgment against the Defendant in the amount that the Plaintiffs purchased the property for in 2007. This case was referred to me as Special Referee by the Honorable Melanie Huggins-Ward, Clerk of Court for Horry County, Fifteenth Judicial Circuit, by Order dated February 11, 2013; filed February 13, 2013. The Order directs that I take testimony and evidence and issue an Order disposing of this action, with finality, with all rights to appeal reserved.

The Plaintiffs, Monroe E. Cook and Lynn S. Cook are represented by John Reuben Long, II, and the Defendant, Nealy Lynn Taylor, is represented by Philip C. Thompson of the firm of Thompson & Henry, P.A. This matter was tried on Thursday, December 6, 2012. Based upon the testimony, evidence, arguments of counsel, and a review of the applicable law, I find and conclude as follows:

FACTUAL BACKGROUND

The Plaintiffs are the biological parents of the Defendant. The Plaintiffs have one other biological child together, Kinnoth B. Cook. In 1995 and 1996, the Plaintiffs took in five (5) foster children, subsequently adopting those five (5) children. The Plaintiffs received financial aid for the foster/adopted children from the State of South Carolina from the time they were taken into the home until they either became of age or left the home. In addition, two (2) of the children who still reside in the home, Trent Cook and Steven Cook, receive Social Security Income (SSI) benefits as a result of certain alleged limited disabilities.

By Deed recorded February 16, 2007, the Plaintiffs purchased from Thad Strickland the property that is the subject matter of this action, being 18.78 acres in Floyds Township, Horry County, South Carolina for One Hundred Sixty-Two Thousand Nine Hundred Seventy-Two and 84/100 (\$ 162,972.84) Dollars. According to the Plaintiffs' testimony, the purpose of this purchase was to provide four of the adopted children a means of making a living in the future by constructing a drag strip and mud bog on the property based upon their limited physical and mental abilities.

The Plaintiffs testified that at the time Monroe Cook purchased the 18.78 acres that is the subject matter of this dispute in February of 2007, the Plaintiffs also owned two (2) other properties, one being their residence and another being a 14.77 acre parcel that Monroe Cook purchased in 1997. At that same time, the two (2) adopted children who were and still are residing in the Plaintiffs' home, Trent Cook and Steven Cook, were receiving SSI of approximately Three Hundred and 00/100 (\$300.00) Dollars each per month. In April, 2007,

Monroe Cook was involved in a work related accident, was unable to produce any income, and began seeking Social Security Disability benefits. Towards the end of 2007 or in early 2008, Social Security contacted the Plaintiffs with a request that they reapply for the SSI benefits being received by Trent Cook and Steven Cook. Lynn Cook testified that it was during a meeting with a Social Security representative that it was determined that Trent Cook and Steven Cook could no longer receive SSI and that the Plaintiffs may have to reimburse Social Security for the benefits previously received because the Plaintiffs owned too much property to qualify for SSI benefits.

Thereafter, by Deed recorded March 20, 2008 in the Office of the Register of Deeds for Horry County, South Carolina, Monroe E. Cook transferred 14.77 acres to his biological son, Kinnoth M. Cook, for Five and 00/100 (\$ 5.00) Dollars. Lynn Cook testified that this transfer was made to get assets out of the Plaintiffs' names to keep from having to pay back SSI benefits previously received and for the SSI benefits to continue to be paid.

Thereafter, in further discussions with Social Security, Lynn Cook learned that the transfer to Kinnoth M. Cook was not sufficient to qualify for SSI benefits for the children or to keep them from having to pay back benefits previously received. Thereafter, by Deed recorded August 28, 2008 in the Horry County Register of Deeds, the Plaintiffs transferred to the Defendant 18.78 acres for Five and 00/100 (\$5.00) Dollars. According to the Plaintiffs, they made this transfer for the same reasons. Sometime after that transfer, the Plaintiffs learned that they still would not qualify for SSI benefits and were ordered by Social Security to pay back approximately Forty Thousand and 00/100 (\$ 40,000.00) Dollars of benefits previously received.

The Plaintiffs and Kinnoth Cook testified that they discussed and were aware of why the property that was transferred to Kinnoth Cook was transferred to him. There is conflicting testimony between the parties as to whether or not there were discussions between the parties as to why the 18.78 acre parcel was transferred to the Defendant. The Plaintiffs testified that they discussed the transfer and the purpose of the transfer with the Defendant prior to the transfer. The Defendant testified that she had no conversation whatsoever with the Plaintiffs prior to the transfer and was not aware of the transfer until it was discovered by her husband, Jarrett Taylor, in May or June of 2009 after an altercation between Jarrett Taylor and Monroe Cook in April of 2009.

In August, 2009, Lynn Cook asked the Defendant to Deed the 18.78 acre parcel to Lynn Cook because Lynn Cook and Monroe Cook were having marital problems, it was needed to assist in paying back the SSI benefits the Social Security Administration ordered the Cooks to pay back, and because she knew the I-73 route crossed the subject parcel. Upon hearing this and believing that Lynn Cook might forge the Defendant's name on a Deed and convey the property back to Lynn Cook, the Defendant conveyed a one-half interest in the subject property to her husband, Jarrett Taylor, by Deed recorded October 22, 2009 in the Office of the Register of Deeds for Horry County. There is some dispute as to whether any further requests were made by Lynn Cook, or any requests at all by Monroe Cook to reconvey the property. The Defendant has no recollection as to any additional requests.

By Mortgage recorded August 20, 2010, the Defendant and her husband conveyed a mortgage on the subject property to Anderson Brothers Bank as collateral for a loan in the amount of Thirty-Five Thousand and 00/100 (\$ 35,000.00) Dollars that was used as a down

payment on a house and for debt consolidation. The Defendants filed this action on June 3, 2011.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based on the record before the Court, the Court makes the following findings of fact applicable to this controversy:

This action was initiated by the filing of Summons and Complaint wherein the Plaintiffs have set forth causes of action against the Defendant for breach of implied contract, unjust enrichment, breach of fiduciary duty, and constructive fraud. The Defendant timely answered, alleging defenses of a general denial, gift, promissory estoppel, assumption of the risk, laches, statute of limitations, waiver, estoppel, and failure to join necessary and indispensable parties. In addition, after the Defendant rested, the Defendant moved to amend her Answer to conform to the evidence under Rule 15(b), SCRCF to add the defenses of lack of consideration, illegality, and unclean hands. I find that those defenses were tried by implied consent of the parties and shall be treated in all respects as if they had been raised in the pleadings, and grant Defendant's Motion to Amend.

BREACH OF IMPLIED CONTRACT AND UNJUST ENRICHMENT

1. Contract Implied In Fact.

The Plaintiffs' first cause of action is for breach of an implied contract. "The unfortunate use of "implied contract" to connote both true ("implied in fact") and quasi ("implied in law") contracts has lead to much confusion. The distinction, however, is clear. A

contract "implied in fact" arises when the assent of the parties is manifested by conduct, not words. A quasi contract, or one implied in law, is no contract at all, but an obligation created by the law in the absence of an agreement between the parties. Stanley Smith & Sons v. Limestone College, 283 S.C. 430, 322 S.E.2d 474, Footnote 1(Ct. App. 1984). "Quantum meruit, quasi contract, and implied by law contract are equivalent terms for an equitable remedy". Williams Carpet Contractors, Inc. v. Skelley, 2012 WL 5235420 (Ct. App. 2012). Thus, breach of a contract implied by law is an equitable cause of action and breach of a contract implied in fact is a legal cause of action. If the Plaintiff is alleging that this is a breach of a contract implied in fact, I find for the Defendant on this cause of action.

"The required elements of a contract are an offer, acceptance, and valuable consideration. A contract is an obligation which arises from actual agreement of the parties manifested by words, oral or written, or by conduct. Valuable consideration may consist of some right, interest, profit or benefit accruing to one party or some forbearance, detriment, loss or responsibility given, suffered or undertaken by the other. A benefit to the promisor or a detriment to the promisee may provide sufficient consideration for a contract." Armstrong v. Collins, 366 S.C. 204, 222-223, 621 S.E. 2d 368, 377(Ct. App. 2005) (internal citations omitted).

The testimony of the parties is conflicting with regards to whether there was an offer and acceptance. The Plaintiffs testified that they conveyed the property to Defendant with the understanding that she would convey it back to them when they asked. The Defendant testified that she never had any conversations with the Plaintiffs prior to the property being conveyed to the Defendant, and then had no conversation with them about the property until almost one (1)

year after the property had been conveyed to the Defendant. The Defendant testified that she believed that the conveyance was a gift from her parents.

However, there was no evidence of any valuable consideration. The Plaintiffs testified that they did not pay any money to the Defendant to hold title to this property. The testimony by the Plaintiffs was that they were conveying the title to the Defendant in order for the Plaintiffs to continue receiving SSI benefits for two (2) of their adoptive children and to keep from having to pay back benefits already received. The Plaintiffs were the only persons who would have received any type of benefit from such a transaction. No right, interest, profit or benefit would have accrued to the Defendant and no forbearance, detriment, loss or responsibility would have been given, suffered, or undertaken by the Defendant. As such, there was no valid contract implied in fact due to a lack of consideration.

Assuming, arguendo, that there was a valid contract implied in fact, Plaintiffs claim for breach of contract is still without merit as it is an illegal contract. "The authorities from the earliest time to the present unanimously hold that no court will lend its assistance in any way towards carrying out the terms of an illegal contract. In case any action is brought in which it is necessary to prove the illegal contract in order to maintain the action, courts will not enforce it, nor will they enforce any alleged rights directly springing from such contract." Ward vs. West Oil Company, Inc., 387 S.C. 268, 270, 692 S.E. 2d 516, 519-620 (2010) citing McMullen v. Hoffman, 174 U.S. 639, 654, 19 S. Ct. 839, 43 L. Ed. 1117 (1899). "The general rule, well established in South Carolina, is that courts will not enforce a contract when the subject matter of the contract or an act required for performance violates public policy as expressed in constitutional provisions,

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statutory law, or judicial decisions.” *Id.*, citing White v. J.M. Brown Amusement Co., 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004). “Illegal contracts are void and unenforceable, such that actions for its breach may not be maintained.” *Id.*, citing Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E. 2d 863, 866 (Ct. App. 2002).

The Plaintiffs clearly and unequivocally testified that the only reason they conveyed the property to the Defendant was to circumvent Social Security regulations concerning their right to receive and keep Social Security benefits for two (2) of their adopted children. Based on the Plaintiffs’ own testimony, I find that even if all elements of a contract had existed, the contract was illegal, making the contract void and unenforceable, and an action for its breach cannot be maintained.

2. Contract Implied In Law and Unjust Enrichment.

On the other hand, if the contract is one that the Plaintiffs are alleging is implied by law, then it is an equitable claim like the Plaintiffs’ claim for unjust enrichment, requiring the same proof as unjust enrichment. Williams Carpet Contractors, Inc., *supra*. However, even if the elements to prevail on either unjust enrichment or a breach of a contract implied by law could be satisfied, Plaintiffs’ claims for these two (2) causes of action is precluded by the doctrine of unclean hands. “The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant. He who comes into equity must come with clean hands. It is far more than a mere banality. It is a self imposed ordinance that closes the door of the court of equity to one tainted with an equitableness or bad faith relative to the matter in which he seeks relief. The decision to grant equitable relief is

in the discretion of the trial judge.” Straight v. Goss, 383 S.C. 180, 206-207, 678 S.E. 2d 443, 457-458 (Ct. App. 2009)(internal citations omitted). I find and conclude that the Plaintiffs’ equitable claims for breach of a contract implied in law and unjust enrichment are barred by the doctrine of unclean hands for the same reasons that any contract implied in fact would have been deemed illegal, that being the illegal purpose for which the Plaintiffs conveyed the property to the Defendant discussed above.

BREACH OF FIDUCIARY DUTY

The Plaintiffs’ third cause of action is for breach of fiduciary duty. “To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant.” RFT Management Co., LLC vs. Tinsley & Adams, LLP, 399 S.C. 322, 335-336, 732 S.E. 2d 166 (2012). “A confidential or fiduciary relationship exists when one imposes a special confidence in another, so that the latter, in equity and good conscience is bound to act in good faith and with due regard to the interests of the one imposing the confidence.” Id. at 335.

The only evidence presented of a fiduciary relationship was the evidence that the Defendant is the daughter of the Plaintiffs. However, the evidence is conflicting with regards to whether or not the Defendant was aware of the Plaintiffs’ reasons for transferring the property to her. The Defendant testified that she never had any conversations with the Plaintiffs with regards to why they transferred the property to her until approximately one (1) year after the transfer when her Mother, Lynn Cook, asked the Defendant to convey the property to Lynn Cook. Lynn Cook testified that at that time she and Monroe Cook were having marital problems, she needed the

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property to pay back the SSI benefits to Social Security and she was aware that the proposed I-73 highway project would cross the property. "As a general rule, a fiduciary relationship cannot be established by the unilateral action of one party. The other party must have actually accepted or induced the confidence placed in him." Regions Bank v. Shmuach, 354 S.C. 648, 670-671, 582 S.E. 2d 432, 444 (Ct. App. 2003). Based upon the testimony, the Plaintiffs have not established by a preponderance of the evidence that a fiduciary relationship existed between the Plaintiffs and the Defendant. Therefore, the Plaintiffs cannot prevail on their claim for breach of fiduciary duty.

In addition, the Plaintiffs are seeking the equitable remedy of specific performance, or in the alternative, for the value of their alleged loss, the purchase price of the property in February of 2007. Specific performance, being an equitable remedy is barred by the doctrine of unclean hands for the same reasons discussed above. As for the legal remedy of monetary damages in the amount of the purchase price of the property in February of 2007, it is common knowledge that the real estate market declined severely beginning in late 2006 or early 2007. There was no evidence presented at trial with regards to the current market value of the property on the date of the hearing or any time subsequent to the purchase of the property in February of 2007. This Court takes judicial notice of the fact that real estate values in this area have declined since the real estate market boom that occurred in the early 2000s. This is a fact that is not subject to reasonable dispute as it is generally known within the territorial jurisdiction of this Court and is also capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned, such as real estate appraisers, brokers and bankers. Rule 201(b), SCRE. "A Court may take judicial notice, whether requested or not." Rule 201(c), SCRE.

Therefore, since there was no evidence presented at trial as to the current market value at any time after the purchase of the property in February, 2007, this Court has no way of knowing what the current market value is, and with the sharp decline in real estate values in this jurisdiction since February of 2007, an award of the purchase price of the property would result in a windfall to the Plaintiffs at the expense and to the detriment of the Defendant which would be highly prejudicial to the Defendant and result in an injustice.

CONSTRUCTIVE FRAUD

The Plaintiffs' fourth cause of action is for constructive fraud. "To establish constructive fraud all elements of actual fraud except the element of intent must be established." Woods v. State, 314 S.C. 501, 506, 431 S.E. 2d 260, 263 (Ct. App. 1993)(internal citations omitted). "In order to prove [actual] fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate inquiry." Regions Bank vs. Schmauch, at 444 - 445. "In an action for actual fraud, the alleged representation must be one of existing fact, not merely promises or statements as to future events which later were unfulfilled. Unless the plaintiff can show that the defendant made a promise of future action with no intention of fulfilling the promise *at the time it was made*, the representation cannot be the basis of an action for fraud. The truth or falsity of a representation *must be determined as of the time it was made or acted on and not at some later*

date. Evidence of mere non performance of a promise is not sufficient to establish either fraud or a lack of intent to perform.” Woods at 506, 263 (internal citations omitted)(emphasis added).

The Plaintiffs testified that they spoke to the Defendant before they conveyed the property to her and she promised to reconvey it to them upon their request. The Defendant denied that any such conversation took place, or that she would promise to reconvey the property at any time. Assuming, *arguendo*, that the Defendant did make a promise to reconvey the property in the future, it was merely a promise to do something in the future which was later unfulfilled. In addition, there is no evidence in the record that the Defendant made that promise with no intention of fulfilling it *at the time the promise was made*. Therefore, there is no evidence in the record to establish either fraud on the part of the Defendant in making such a promise or a lack of intent to perform it at the time it was made. As such, the Plaintiffs have failed to meet their burden of proof on their claim of constructive fraud.

WAIVER AND ASSUMPTION OF THE RISK

As additional sustaining grounds, the Defendant also plead the defense of waiver and assumption of the risk. “Waiver is a voluntary and intentional abandonment or a relinquishment of a known right. It may be expressed or implied by a party’s conduct.” Skipper v. Perrone, 382 S.C. 53, 62, 674 S.E. 2d 510, 514 (Ct. App. 2009). “To establish the assumption of risk defense in South Carolina: (1) the plaintiff must have knowledge of the fact constituting a dangerous condition; (2) the plaintiff must know the condition is dangerous; (3) the plaintiff must appreciate the nature and extent of the danger; and (4) the plaintiff must voluntarily expose

himself or herself to the danger. The doctrine is predicated on the factual situation of a defendant's acts alone creating the danger and causing the accident, with the plaintiff's act being that of voluntarily exposing himself to such an obvious danger with appreciation thereof which resulted in the injury." Singleton v. Sherer, 377 S.C. 185, 208, 659 S.E. 2d 196, 206 (Ct. App. 2008).

The Plaintiffs testified that they voluntarily and intentionally signed the Deed conveying the property to the Defendant, giving up all legal rights to the property, and that they knew that once the property was titled in the Defendant's name, she was free to give it away, sell it, or encumber it, thereby appreciating the nature and extent of that danger. Therefore, the Plaintiffs have waived all of their rights, title, and interest in and to the property and voluntarily assumed the risk that the property would never be reconveyed to them.

ESTOPPEL

The Defendant has also asserted estoppel as defense. "To successfully assert the doctrine of estoppel, a party must show a (1) lack of knowledge and of the means of knowledge of the truth as to the facts in question; (2) reliance upon the conduct of the party estopped, and (3) prejudicial change in position." Langdale v Carpets, 395 S.C. 194, 205, 717 S.E. 2d 80, 85 (Ct. App. 2011).

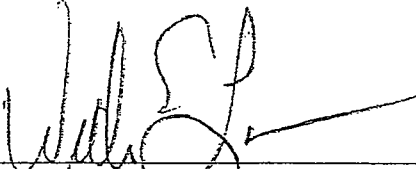
Although the facts are disputed as to whether the Defendant knew why the property was being conveyed to her at the time it was conveyed or agreed to reconvey the property at some time in the future, the Defendant did rely upon the conveyance by the Plaintiffs as being a transfer to

her of the fee simple title to the property as shown by her subsequent conveyance of a one-half interest in the property to her husband and subsequent to that, using the property as collateral for a loan. The Defendant testified that she would not have been able to become indebted to Anderson Brothers Bank without using the property as collateral security for the loan and if she had to reconvey the property to the Plaintiffs, that she would be in default under the loan documents, all amounting to a prejudicial change in her financial condition.

Based upon the foregoing, I find and conclude that Defendant's Motion to amend the Complaint to conform to the evidence to allege the additional defenses of lack of consideration, illegality, and unclean hands is granted pursuant to Rule 15(b), SCRPC as those issues were tried without objection and by consent of the Parties.

I further find that the Defendant has prevailed in this matter and that the Complaint is hereby dismissed with prejudice.

AND IT IS SO ORDERED.



William E. Lawson, Special Referee

March 20, 2013
Myrtle Beach, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

MONROE E. COOK & LYNN S. COOK

PLAINTIFFS

vs.

NEALY LYNN TAYLOR

DEFENDANT

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-26-4758

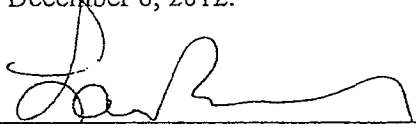
CONSENT ORDER OF REFERENCE
TO WILLIAM E. LAWSON
AS SPECIAL REFEREE

FILED
HORRY COUNTY
FEB 13 PM 2:51
MELANIE HUGGINS-WARD
CLERK OF COURT

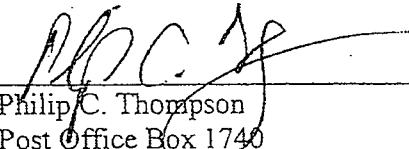
This matter is before me on Motion of Philip C. Thompson, attorney for the Defendant, for an Order referring the issues in the above entitled case to William E. Lawson, as Special Referee for trial.

NOW, THEREFORE, with consent of all parties, the above entitled case is referred with finality to William E. Lawson, as Special Referee, to take the testimony arising under the pleadings and to make his findings of fact and conclusions of law with the authority to enter final judgment pursuant to Rule 53(b) SCRCP, with any appeal being to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules pursuant to Rule 53(e). The effective date of this order of reference is December 6, 2012.

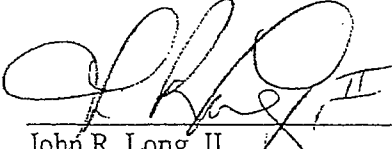
2-11, 20113
Conway, South Carolina


The Honorable Melanie Huggins-Ward
Clerk of Court for Horry County
Fifteenth Judicial Circuit

I Consent:


Philip C. Thompson
Post Office Box 1740
Conway, South Carolina 29528
Attorney for the Defendant

I Consent:


John R. Long, II
4204 Third Ave.
Conway, South Carolina 29526
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2011-CP-26-4758
)
)
Monroe E. Cook & Lynn S.)
Cook,)
)
Plaintiffs,)
)
vs.)
)
Nealy Lynn Taylor,)
)
Defendant.)

COPY

**THE ARBITRATION HELD BEFORE WILLIAM E.
LAWSON, ESQUIRE, ARBITRATOR, AT THE LAW
OFFICES OF THOMPSON & HENRY, P.A., LOCATED IN
CONWAY, SOUTH CAROLINA**

Thursday, December 6, 2012
10:00 a.m. – 3:53 p.m.

The following is a transcript of the arbitration held
before William E. Lawson, Esquire, Arbitrator, at the
law offices of Thompson & Henry, P.A., located at 1300
Second Avenue, Third Floor, Conway, South Carolina, on
Thursday, December 6, 2012.

Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527

16 (843) 248-5252

APPEARANCES:

FOR THE PLAINTIFFS:

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Conway, South Carolina 29528

FOR THE DEFENDANT:

Philip C. Thompson, Esquire
THOMPSON & HENRY, P.A.
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Post Office Box 1740
Conway, South Carolina 29528

COURT REPORTER:

Alice S. Nelson
Verbatim Court Reporter

ALSO PRESENT:

Kenneth M. Cook
Lynn S. Cook
Monroe E. Cook
Jarrett Taylor
Nealy Lynn Taylor

Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

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Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

EXHIBITS

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(Title to Real Estate for 18.78 Acres to Monroe E. Cook and Lynn S. Cook from Thad Strickland)	30
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413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

COURT EXHIBITS

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(December 9, 2011, Deposition Transcript of Monroe
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Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

1 The Court: I appreciate the attorneys
2 asking me to serve as the arbitrator in this
3 matter. It is the case of Monroe E. Cook and
4 Lynn S. Cook versus Nealy Lynn Taylor. It's
5 pending in Horry County, South Carolina, the
6 cause of action number, 2011-CP-26-4758. My
7 purposes today will be to hear testimony and
8 accept any evidence into the record. It's my
9 understanding that there are Exhibits that the
10 parties have agreed to and previously have been
11 marked.

12 Mr. Thompson: Correct.

13 The Court: We will proceed in -- What
14 do you need?

15 Mr. Thompson: I'm wondering what I did
16 with them.

17 The Court: I've got them. I'm sorry.

18 Mr. Thompson: Oh. Good.

19 The Court: I've got them up here. I'm
20 sorry. We've got the Exhibits. We will
21 proceed in a fashion, whatever the parties
22 agreed to is fine with me. Otherwise, we'll
23 utilize the South Carolina Rules of Civil
24 Procedure and go from there. Our court
25 reporter is here, so we'll have a record of it.

1 I was just telling y'all, I've been practicing
2 law for a little over 30 years in Horry County.
3 Of course, because of that, I know both of the
4 attorneys, consider them both friends of mine,
5 but have had cases with and against both of
6 them, and so that has nothing to do with what I
7 have been asked to do today; and that is to sit
8 as judge and jury, make a decision about the
9 case, and issue an order on the case.
10 Anything, any questions of me before we
11 continue on?

12 Mr. Monroe Cook: Whichever way it falls,
13 there is a option for appeal on this, right?

14 The Court: I don't know. Is this
15 referred to me with finality, to appeal to the
16 South Carolina Supreme Court, is that ---

17 Mr. Long: Yes.

18 Mr. Thompson: Yes.

19 The Court: Okay, yes, sir. So my
20 judgment can be appealed, but it would be to
21 the Court of Appeals or the South Carolina
22 Supreme Court; is that correct?

23 Mr. Thompson: That's correct.

24 Mr. Long: Correct.

25 The Court: Anything else?

1 Mr. Thompson: And, Ed, I wasn't listening
2 right then, but we've stipulated that those
3 Exhibits, I believe, the 1 through 8, are the
4 Exhibits, are admissible in trial.

5 Mr. Long: Correct.

6 The Court: So we won't have to go
7 through introducing them. They are in the
8 record, right? So let the record reflect that,
9 and they've been marked as Exhibits 1 through
10 8, and what I'll do is ask the court reporter
11 to add the date to them, so there's no
12 misunderstanding, and maybe a little notation
13 why we're here, but it's Exhibit 1 through 8,
14 and as we go through, those will be identified
15 for the record.

16 Mr. Thompson: Okay.

17 Mr. Long: Okay.

18 The Court: I will entertain opening
19 remarks if y'all like. I've had a chance to
20 look at the pleadings. I was here a little
21 earlier. I've looked at the Exhibits. But I'm
22 here for whatever y'all would like to do. If
23 y'all would like to do opening remarks, we'll
24 be more than happy to listen, have those.

25 Mr. Long: I'd like to give a brief

1 opening remark ---

2 The Court: Okay, absolutely.

3 Mr. Long: --- just for the record.

4 The reason why we're here today is, the subject
5 of the matter is 18.78 acres of land in Horry
6 County. That land was bought on February 16th,
7 2007 by Monroe and Lynn Cook. Evidence from
8 Thad Strickland, the evidence will show the
9 reason why they bought that land was to put a
10 mud bog or a drag strip on that land as a
11 source of income for their handicapped
12 children.

13 In April of 2007, two months after the
14 land was purchased, Monroe Cook was injured. A
15 vehicle fell on him while he was moving it,
16 caused severe injuries to him, had to go to
17 MUSC and had a series of surgeries. That will
18 become relevant later on. They have, they've
19 adopted -- The Cooks adopted five children, two
20 of which were eligible for Social Security
21 income, SSI.

22 Prior to the purchase of the land,
23 prior to Monroe's injury, they were receiving
24 SSI. In the first part of 2008, the Cooks were
25 notified by SSI that they were ineligible --

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1 the two adopted children were ineligible to
2 receive benefits because the Cooks had too much
3 land in their name. They had a total of three
4 pieces of land, the land that their house,
5 residence is on, land just down the road from
6 where their house is, and also this 18.7 acres
7 that they bought that's subject to this
8 litigation.

9 As a result, they were, I guess you'd
10 say, unofficially told by Social Security that
11 they needed to rid themselves of that land in
12 order to be eligible for SSI benefits. So the
13 first step they took is that they went and they
14 spoke to Kenneth Cook, their son, and said,
15 "Look, we want to deed over one tract of our
16 land, 14.7 acres, to you in order to be
17 eligible for this benefit." So Kenneth agreed
18 to accept the property. It was deeded to him
19 on March 20 of 2008. After that, the Cooks
20 went back to Social Security and said, "Look,
21 we deeded this piece of land over to Kenneth.
22 It's no longer in our name. Are we now
23 eligible to receive SSI?"

24 Social Security came back and said,
25 "No. You've still got too much land." So the

1 evidence will show that the Cooks spoke to
2 their daughter Nealy, the Defendant, and asked
3 if they could -- told her the reason why they
4 wanted to deed this 18.78 acres of land into
5 her name, and so the evidence will show that
6 she knew about the potential transfer, then on
7 August 28, 2008, the Cooks did deed the land to
8 Nealy for five dollars.

9 After that, the Cooks were notified by
10 the Social Security Administration that they
11 had to repay \$40,000 worth of benefits that
12 they received, and so they got on the payment
13 schedule to repay that \$40,000. Well, that was
14 going -- Essentially, the gig was up, so to
15 speak. They weren't trying to defraud the
16 government, but they realized that there was no
17 need to try to maintain that land, the two
18 tracts of land that were deeded to Kenneth and
19 to Nealy, they might as well get that property
20 back, as originally, evidence will show, as
21 originally agreed to by Kenneth and Nealy. And
22 Kenneth, on January 28, 2010, Kenneth deeded
23 that 14.77 acres back to Monroe, and he put it
24 in Monroe and Kenneth's name. Robin Ciacco did
25 all these transactions. And they went to Nealy

1 and asked her to convey the land back to Mr.
2 Cook, and she refused, and essentially, that's
3 why we're here today.

4 We're bringing action, three different
5 causes of action, one, unjust enrichment,
6 saying that the transfer of the 18.78 acres of
7 land to Nealy for five dollars requires her,
8 based under the circumstances, requires her to
9 repay the value of the land or deed the land
10 back to the Cooks. The second is a breach of
11 fiduciary duty, that they put the land
12 essentially in trust to Nealy for it to be re-
13 conveyed to them at a later date, and she
14 breached that duty by refusing to deed it back
15 to them. And finally, suing for constructive
16 fraud, saying that she was put, Nealy was put
17 in a fiduciary position and she refused to
18 carry out her duties in that relationship and,
19 as a result, created damage to the Cooks and
20 the value of the property.

21 The Court: Thank you, Mr. Long. Mr.
22 Thompson?

23 Mr. Thompson: Thank you. Naturally, I
24 can't agree with Mr. Long, with the facts, the
25 way he set them out, because the facts are in

1 dispute. You'll hear testimony that Nealy
2 Taylor never talked with her parents about
3 transferring this property. As a matter of
4 fact, she never even knew that the deed had
5 been recorded and the property given to her
6 until nine or ten months after the deed had
7 been recorded.

8 At that time, she believed it was
9 hers. She believed she could do what she
10 wanted to with it. She relied on it as being
11 hers. She acted upon that reliance by giving
12 her husband, Jarrett, here a half interest in
13 it, and they also used that property as
14 collateral for a loan.

15 I think, based on the Cooks' own
16 testimony and their pleadings, where they pled
17 facts that they were transferring this property
18 in order to get around a requirement of Social
19 Security in order to get Social Security and
20 that backfired on them and they ended up having
21 to pay back benefits, I believe that testimony
22 that's going to come from them, the pleadings
23 as they've been pled, I think they're going to
24 have a very difficult time in proving --

25 Actually, I thought, when I looked at

1 the pleadings, there were four causes of
2 action. One was for breach of contract, and
3 then the other one was for unjust enrichment,
4 breach of fiduciary duty, and constructive
5 fraud. I think they're going to have a hard
6 time proving those causes of action, and I
7 think the testimony's going to show at the end
8 basically that the Cooks gave this property to
9 Nealy and then there were several events that
10 occurred, that we'll get into, after they gave
11 the property to Nealy that made them realize
12 that, "We shouldn't have done that, and now we
13 want it back to take care of these problems
14 that have come up since." We have pled several
15 defenses, including gift, promissory estoppel,
16 estoppel waiver, and we believe those defenses
17 will come up during the testimony, and that's
18 where we are on that.

19 The Court: Okay. Thank you, Mr.
20 Thompson. Mr. Long, you can call your first
21 witness.

22 Mr. Long: I call Monroe Cook.

23 AT THIS TIME, MONROE E. COOK, HAVING BEEN CALLED TO
24 THE STAND, WAS DULY SWORN AND TESTIFIED AS FOLLOWS:

25 DIRECT EXAMINATION

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1 BY MR. LONG:

2 Q: Mr. Cook, if you would, state your full name for
3 the record.

4 A: Monroe Edmond Cook.

5 Q: And how old are you?

6 A: 49.

7 Q: What's your address?

8 A: 46 McCracken Road, Galivants Ferry, South
9 Carolina -- 4600 McCracken Road, Galivants Ferry,
10 South Carolina.

11 Q: And you're married to Lynn Cook, correct?

12 A: Yeah. We don't live together no more. That's

13 ---

14 Q: How long have y'all been married?

15 A: Been married for, February will be 31 years.

16 Q: And if you would, list for me the names of your
17 children.

18 A: From the oldest, Nealy Cook, next in line,
19 Kenneth Cook, those are our biological children.
20 We adopted five starting about 18 years ago,
21 Joseph Cook, Kayla Cook, Trent Cook, Andrew Cook,
22 and Steven Cook, five in total adopted.

23 Q: So Nealy is your oldest, and what type of work
24 does she do?

25 A: She's nuclear medications, I believe, in the

1 hospital.

2 Q: What type of education does she have?

3 A: She, she chose to go to college. She's been sent
4 through college. She's college enriched.

5 Q: Did you pay for her college?

6 A: Yes, sir. We paid all we could on it and she --
7 always supported her, her cars, her living, and
8 raised her from the day she come out of her
9 mama's stomach.

10 Q: And Kenneth Cook, that's your son. He's here.

11 A: (Indicates affirmatively.)

12 Q: What does he do for a living?

13 A: He chose to go into the business with me,
14 mechanicing, whenever he graduated from school.

15 Q: Did he graduate from high school?

16 A: Yeah. And now I'm, since the car fell on me, I'm
17 100 percent disabled.

18 Q: I want to talk about your injury just as soon as
19 we get through talking about the children.

20 Joseph, that's your oldest adopted son?

21 A: Exactly.

22 Q: Tell me about him.

23 A: He, ADH, wife there, she's familiar about that.
24 He's got a learning disability. The last year of
25 school, he wasn't going to make it through at the

1 regular school, so we sent him to a alternative
2 school, it turns, it didn't work out that way.
3 He did not get his GED or graduate there either,
4 and put him to work with Kenneth and I, and then
5 the truck fell on me, so he was working with
6 Kenneth, and he's not, he's not mechanically
7 inclined. He's, like I said, he's got a lot of
8 issues going on in the head. I thought we could
9 work it out with him and try to put him in the
10 business too, you know, and that was my
11 intentions of having a large family. I had a
12 good business I'd worked on for 34 years, built
13 since I was 15. I, I quit school at age 15 and
14 went to public work, and I worked with the state
15 highway department for 13 years and, on the side,
16 doing other heavy equipment work, so I worked,
17 averaged a hundred, 120 hours a week.

18 Q: And how old is Joseph now?

19 A: He's 22, isn't he?

20 Q: And what's his employment currently?

21 A: No employment.

22 Q: And Kayla, how old is Kayla?

23 A: She's probably 21 now.

24 Q: And does she work?

25 A: I don't -- We ain't heard from her in three

1 years. She left home for a 35 year old married
2 man, didn't hear no more from her.

3 Q: And how old is Trent?

4 A: Trent is 19, going on 20.

5 Q: And does he have a job?

6 A: No, I -- He does what he can with mechanics, but
7 he has no job.

8 Q: What's his education?

9 A: Fourth grade education. He graduated with a
10 diploma saying he just completed 12 years of
11 school. He has special needs.

12 Q: He's special needs. Is he mentally challenged?

13 A: Yes, sir.

14 Q: Would you say that his future employment
15 possibilities are limited?

16 A: Very limited unless he gets out there and picks
17 cans on the side of the road, and there ain't
18 very many of them no more because most of those
19 are already picked up.

20 Q: And how old is Andrew?

21 A: Andrew's 18.

22 Q: And explain to me what his education is.

23 A: He has 11th grade education. He quit school. He
24 went -- He was in DJJ's custody for the last five
25 years for threatening teachers, threatening

1 principals, lying, stealing, and he's the others'
2 blood brothers, they, all but Joseph. The last
3 four adopted are, they are blood brothers and
4 sisters.

5 Q: So Kayla, Trent, Andrew, and Steven are ---

6 A: Exactly. They got the same ---

7 Q: --- siblings?

8 A: --- blood line. Uh-huh (affirmative response).
9 I don't know. He just, he just, wanting to take
10 advantage of the system and all we hear that a
11 couple of weeks ago, he just got out of jail
12 again. He'd been in there for a month.

13 Q: So would you say his earning potential is very
14 limited now, also?

15 A: Very limited. He don't want to do a thing.

16 Q: And how old is Steven?

17 A: Steven is 16.

18 Q: And where does he go to school?

19 A: He goes to Aynor High School.

20 Q: Explain to The Court, if you would, his physical
21 condition.

22 A: He is handicapped in his arms. He was born
23 without this -- We got two bones here in the arm.
24 What's the name of it, that bone?

25 Q: She can't testify, but I can ask Lynn later.

1 A: But he was born with only one bone here, where we
2 got two. So he was born with his hands on the
3 side of his arm, facing him. He had no wrist
4 locations on either one of his hands, and right
5 here, he's 16, is approximately two and a half
6 inches long, and his arms is up here. His hands
7 is twisted, and we had two surgeries on him. One
8 -- we got him when he was five days old, because
9 he was in his mama's stomach when we adopted the
10 others, the other three siblings, and he -- We
11 went to the hospital and got him when he was
12 born. They, they told us he may not make it
13 because he has a blood platelet problem, had to
14 get blood transfusions, platelet transfusions,
15 and we went in and took a chance on it because it
16 was their siblings, and we love children.

17 Q: How is he doing in school?

18 A: And we had two -- He's in a special needs class,
19 too. He can't wash his self. He can't clean his
20 self. He can't do nothing for his self. He has
21 no reach. And he's born without this here bone
22 up here in his shoulder, where he don't have no
23 reach of motion this a way either, in other
24 words, his hands in front of him, and that's
25 where they at. I mean, he, he, he, he can take

1 the pen, a pencil between his fingers here, and
2 he can, he can scribble, he can write. You might
3 not make it out very well, but he, he's been
4 picked on a very lot, and there's nothing that I
5 know of that the boy could do. That's why I
6 bought this property for the children.

7 Q: We'll get to that in a minute, but if you would,
8 briefly explain to The Court how you were injured
9 in 2007, April 2007.

10 A: February of 2007, I was in the midst of
11 purchasing this piece of property that we're in
12 discussion now of, for their future, for my son's
13 future, all my sons. And two months in, I had a
14 company that was owing me enough to satisfy the
15 loan or satisfy the payment on the property to
16 pay it off. So happens, they want that piece of
17 property too. So they held out on my money until
18 ten days before my contract was up. I'd done
19 paid thousands of dollars on this contract, and I
20 would lose it. I had half the money to pay for
21 the property, but the other half was still on
22 hold with them. So I, my -- our home was paid
23 for. I went and borrowed \$99,000 on our home
24 that was paid for because I only had ten days
25 left on the contract, because they was saying,

1 "We're going to pay. We're going to pay. We're
2 going to pay you." They never paid me, and so I
3 had no other choice but to mortgage our home that
4 was paid for and property that we live on, the
5 family property.

6 Q: And that's where the 18.7 acres that are in
7 dispute today, right?

8 A: Yeah. It went on that, to finish purchasing it,
9 or my contract will be out. I ended up paying
10 \$27,000 on that, interest. How I got hurt was
11 two months after I purchased it, I said, "Well, I
12 can't sit here and wait until the court comes up
13 for these people to pay me," because I ended up
14 having to take them with a lawsuit, and I got it
15 eventually, but I didn't have it at the time. So
16 I bought the property two months while I, there
17 for about two months. I've collected cars for
18 better than 30 years. I got like six, seven
19 acres of trucks, cars, combines, you know. You
20 name it, I've got it, tobacco croppers, because
21 that's the field I work in, always have. I've
22 collected them, and I was going to get rid of
23 those, but the purpose of those cars and stuff
24 was to get rid of those after I bought the
25 property to develop the other, the piece of

1 property that we're in dispute with. Well, in
2 turn ---
3 Q: Let me ask you this. How did you want to develop
4 that property?
5 A: I want to develop it into a drag strip or
6 something that they could just manage, you know.
7 Q: You say, "They," who is they?
8 A: My sons, my sons, not my daughters, my sons.
9 Q: Why did you feel it was necessary to buy a piece
10 of land for them?
11 A: Because they had no other means or intentions of
12 making a living or having no family, other kind
13 of life or providing for them. I saw that
14 because I'd raised them for, at that time, I'd
15 raised them for 14 years. I knew what their
16 potentials was.
17 Q: So is it safe to say you were buying this piece
18 of property for their future income?
19 A: For their future, whenever I'm gone, where they
20 won't be left ---
21 Q: Had you been looking for a piece of property for
22 that particular reason?
23 A: I had been for three years.
24 Q: And why did you settle on this piece of property?
25 A: Because it was close to the house. It was like

1 three miles from our residence, and it was a
2 ideal place for what I wanted to do for them.
3 Q: And after you bought the property, your two
4 adopted children stopped getting SSI, correct?
5 A: Correct, the ones that was eligible.
6 Q: Who were those two children?
7 A: Steven and Trent.
8 Q: And why were they ineligible to receive that
9 benefit?
10 A: Because they said I owned too much property, that
11 we had to get it out of our name, and the piece
12 of property that my son here, my oldest son,
13 Kenneth, lived on and still lives on, I had had
14 it since he's eight years old.
15 Q: So after you bought this 18 acres, you had three
16 pieces of property, correct?
17 A: And I'd had his for around 18 years at that time.
18 Q: So you had, was it 14 acres that Kenneth lived
19 on?
20 A: Uh-huh (affirmative response).
21 Q: The property that your house is on?
22 A: Right, which was 9 point something acres at that
23 time..
24 Q: And now this 18.7 acres that you just purchased,
25 correct?

1 A: Correct.

2 Q: Okay. Did you have any idea that you had too
3 much property to receive SSI benefits?

4 A: Was never aware of it. Like I say, I had this
5 that he'd been living on 18 years, bought it when
6 he was eight years old for him.

7 Q: And explain to us what happened after you were
8 told you had too much property?

9 A: They said we to deplete some of our assets, which
10 mean properties, assets. So we, I said, "Well,
11 it, we had this for 18 years, so we'll, we'll
12 sign that over to Kenneth," which is his anyways.
13 It's his. I bought it for him, like I say, 18
14 years -- When he was 18 -- eight years old, I
15 bought it, 18, 20 years ago, for him, and so I
16 signed it over to him because that just hadn't
17 never been done. He was living on it, but I
18 hadn't never signed it to him.

19 Q: Were you worried that the government was going to
20 seize your property or what were you concerned
21 about?

22 A: I was concerned about that if there was a mistake
23 and it was their mistake, that I -- if we had to,
24 we would pay it back, and that's what we're doing
25 today, you know, have ever since I bought this

1 other piece of property and they rejected us on
2 that, and we signed it over to Nealy in hopes,
3 and request that, you know, if, in our request,
4 she sign it back the same as he.
5 Q: So you first went to Kenneth and asked him to
6 accept that, the property that he lives on and to
7 see if that was good enough ---
8 A: Exactly.
9 Q: --- to keep continuing for the two children to
10 receive their SSI benefits; is that correct?
11 A: Exactly, which, which they deserve.
12 Q: And what did Social Security tell you after you
13 transferred the property to Kenneth?
14 MR. THOMPSON: OBJECTION, HEARSAY.
15 THE COURT: SUSTAINED.
16 MR. LONG: I'LL REPHRASE.
17 THE COURT: OKAY.
18 Q: After you transferred the property to Kenneth,
19 did you and Lynn go back to Social Security to
20 see if you could receive, the children could
21 continue to receive benefits?
22 A: We applied again. They, they said, "No," said,
23 "You've still got too much" ---
24 Q: You were denied?
25 A: It was denied, "Still have too much assets in

1 your name." So the onliest thing we have besides
2 our residence we lived on was this other piece of
3 property that threw up the red flag, saying,
4 "You've got too much," because like I said, I had
5 this from him that, that he was living on for
6 years, all the while they were drawing SSI.

7 Q: And that's the 18.7 acres that we're here about
8 today, that you say raised a red flag?

9 A: Yeah.

10 Q: Do you remember when you went to Nealy to ask her
11 or to discuss with her the possibility of deeding
12 the property over to her?

13 A: August, it was somewhere in August.

14 Q: Was it after you'd already transferred the land
15 over to Kenneth?

16 A: Yes, sir, a few months later.

17 Q: Do you remember how -- Were you in Nealy's
18 presence when you discussed it or did you talk
19 over the telephone?

20 A: Yes, sir.

21 Q: Which one, in her presence or ---

22 A: Yes, sir.

23 Q: --- on the phone? You talked to her face-to-
24 face?

25 A: Uh-huh (affirmative response).

1 Q: Did you explain to her why you wanted to transfer
2 the property into her name?
3 A: Yes, sir. And she was aware of why I bought this
4 property to start with.
5 Q: Did you explain to her that at some point in time
6 you'd want her to deed it back to you?
7 A: Yes, sir.
8 Q: Did it appear that she understood what you were
9 saying?
10 A: Yes, sir.
11 Q: And so in August 28, 2008, you and Lynn deeded
12 the property, 18 point acres, to Nealy. Is that
13 your recollection?
14 A: Yes, sir.
15 Q: And then after you deeded both pieces of
16 property, one to Kenneth, one to Nealy, did you
17 go back to Social Security and see if your two
18 adopted children could retain their benefits?
19 A: Yes, sir. They denied it, said that we would
20 have to pay it back.
21 Q: How much money did you have to pay back?
22 A: It was a little better than 40,000, roughly
23 \$40,000.
24 Q: So after you transferred the property and you
25 still found out that wasn't good enough to

1 receive the benefits, did you go back to Kenneth
2 and Nealy and ask them to deed the property back
3 to you?

4 A: Yes, sir.

5 Q: And what was Kenneth's response?

6 A: As soon as I got the papers written up, he signed
7 them, which it was all supposed to be done kind
8 of at the same time. I went down and, finally,
9 she never did come, said she was coming. She had
10 Robin's office sign the deeds and all, write the
11 deeds. I paid for them. I believe you've got a
12 copy of them. And she refused afterwards, said
13 she was coming, but she never did come, and
14 because of the disputes that was going on, I had
15 my son Kenneth to call her back and, for the
16 second or third time after she said she was
17 coming, isn't -- going to do it, she just didn't
18 have time. "What's his offer?" the last time.
19 "What's in it for me? What's the offer?" So I
20 thought about it a minute. I sat right beside
21 him. I told him, "Tell her I done talked to an
22 attorney. I'll give her \$5,000, rather than give
23 it to the attorney for a retainer fee, but other
24 than that, she's doing her brothers, her
25 siblings, her family wrong, but I will go that

1 far rather than give it to the attorney for a
2 retainer. I'll give her \$5,000, just come do
3 what she said she would do to start with," and
4 ---

5 Q: And did she ever sign the paperwork?

6 A: She would think about it, never heard from her no
7 more on it.

8 Q: And I haven't done a good job of showing you
9 these Exhibits that we've already stipulated to,
10 but Exhibit Number 1, let me show that to you.
11 That's a title. Is that when you purchased the
12 land from Thad Strickland?

13 A: Yes, sir, it is.

14 EXHIBIT NUMBER 1

15 IDENTIFIED FOR THE RECORD

16 Q: And that's titled in your name and your wife,
17 Lynn Cook's, name?

18 A: That's the original title.

19 Q: And you purchased the land, this 18.7 acres of
20 land, for \$162,972.84; is that correct?

21 A: Yes. And I paid for all the survey fees and
22 everything like that that had to go along with
23 it.

24 Q: And this is dated February 16th, 2007, correct?

25 A: Yes, sir.

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1 Q: And we have Exhibit 3. Is that a plat of the
2 18.7 acres of land that you purchased from Thad
3 Strickland?

4 A: Yes, sir. Yes, that's it.

5 EXHIBIT NUMBER 3

6 IDENTIFIED FOR THE RECORD

7 Q: And then you've already testified that you deeded
8 over property to Kenneth Cook for five dollars,
9 correct?

10 A: Correct.

11 Q: 14.77 acres. Do you recognize that as the title
12 transferring your ownership of that property to
13 Kenneth?

14 A: Yes, sir, it is.

15 EXHIBIT NUMBER 4

16 IDENTIFIED FOR THE RECORD

17 Q: And that's solely in your name, that did not
18 involve your wife Lynn, correct?

19 A: Correct. For some reason or another, whenever it
20 was deeded, her name was not put on it, which we
21 was married and had been married 15 years, 13
22 years at that time. So whether it was on it or
23 not, what's mine's hers, what's hers is mine.

24 Q: And as you testified, after you transferred the
25 property to Kenneth, you then went to Nealy and

1 transferred the property, the 18.7 acres of land
2 to her, correct? And I'm going to show you
3 Exhibit 2. Does that look like the deed that was
4 used to transfer the property to Nealy?

5 A: Yes, sir. If you'll notice on there, I was to
6 pay all the taxes on it. It was addressed to my
7 mail box. I was to take care of everything,
8 wouldn't cost her nothing, same as Kenneth.

9 EXHIBIT NUMBER 2

10 IDENTIFIED FOR THE RECORD

11 Q: And then you testified later on, on January 28,
12 2010, Kenneth transferred that 14.77 acres back
13 to you and to him jointly; is that correct?

14 A: Yes, sir.

15 Q: And I'm going to show you Exhibit 5. Is this the
16 deed that was used to transfer the property from
17 Kenneth, back to you and Kenneth jointly?

18 A: Yes, sir. It's 13 acres of that that was hunting
19 land property, and as I said, I have five sons,
20 so that was one reason I pretty much kept my name
21 in there, so they would have rights, as well, you
22 know. That part of it was basically, you know, I
23 had right, he had rights, and if they wanted to
24 hunt or whatever in them, in that area which is
25 swamp part time the year and it's good deer and

1 hunting season, and little Steven, the youngest,
2 he loves hunting, even though he can't hold a
3 gun. He hopes one day that he can.

4 EXHIBIT NUMBER 5

5 IDENTIFIED FOR THE RECORD

6 Q: And then ---

7 A: But, quite naturally, at my death, it's Kenneth's
8 property. It'll be left up to him then whether,
9 you know, he let them hunt, have rights to do
10 that or not.

11 Q: After Kenneth deeded the property back to you and
12 he jointly, do you recall when you talked to
13 Nealy about deeding the property back to you?

14 A: It was at the same time. She just kept dragging
15 it out.

16 Q: And based on the conversation that you had with
17 her, was it your understanding that she intended
18 to transfer the property back to you?

19 A: Yes, sir. She even told him.

20 Q: And based on her representations, did you go to
21 Robin Ciacco, the attorney here in Conway, to
22 draw up a title to real estate?

23 A: Yes, sir. And she had talked to Robin's
24 paralegals, as well, and said she would be in,
25 had drawed up the paperwork. It laid there for

1 months and months. She never come.

2 Q: I'll show you Exhibit 8. Could you tell me if
3 that looks like the paperwork that was drawn up?

4 A: Yes, sir, that's it.

5 EXHIBIT NUMBER 8

6 IDENTIFIED FOR THE RECORD

7 Q: Was it ever signed by Nealy?

8 A: No, sir. She declined.

9 Q: Did you ever discuss with Nealy why she did not
10 sign it?

11 A: She wanted money.

12 Q: You testified earlier, you offered to pay her
13 \$5,000; is that correct?

14 A: Yeah, through my son.

15 Q: How many conversations do you recall having with
16 Nealy about the transfer of property?

17 A: I was told by her husband if I called her home
18 phone again that I would go to jail for phone
19 harassment, so I wasn't allowed to call. He was
20 in control of that.

21 Q: But you did talk to her about the transfer of
22 property ---

23 A: Oh, yeah. That was before.

24 Q: More than once?

25 A: Yeah, a couple of times, and then he talked to

1 her a couple of times, and then, the last time,
2 it was about money.

3 Q: And is there any concern on your part that she
4 possibly did not understand why you were
5 conveying the property to her?

6 A: No, sir. She well understood why I bought that
7 property. She knew what it was for. I didn't
8 need it for myself. I didn't need it for the
9 kids to live on because I have, on the residence
10 we live on, I have a place for them there, so
11 we'll all be right there on the same property.
12 In fact, I have two tanks, two wells, two sets,
13 you know, everything is already there for them to
14 set up homesteads on, the, was 9.2 acres, but I
15 bought another 6.9 acres that attached to that
16 property, so it totals up to about 16 acres.

17 Q: Is it still your concern today that your adopted
18 children will not have a source of income?

19 A: I'm very much sure of it, and I'm not able, I'm
20 100 percent disabled from the car falling on me
21 two months after I purchased this property.
22 There I was in the hospital bed, borrowed money
23 on my house, a thousand twenty dollar payment, me
24 with adopted children and trying to raise them
25 and feed them and having to pay this back, and

1 these two college scholars had different ideas,
2 take their future.

3 Q: Are you concerned that Nealy won't have earning
4 potential in the future?

5 A: Sir? Rephrase it.

6 Q: Are you concerned that Nealy won't have enough
7 money to live on in the future?

8 A: More, she's making more than us.

9 Q: Was it ever your intent to give the property to
10 Nealy as a gift?

11 A: Never. That was well understood.

12 Q: Was it ever your intent to defraud the government
13 in these transactions?

14 A: No, sir. We did as they asked.

15 Q: Is there anything that I haven't asked you that
16 you would like to tell The Court?

17 A: I just wouldn't never believe my daughter
18 would've done this, just wouldn't have never
19 imagined it, my oldest, onliest blood daughter.

20 Q: So it was your intent to transfer the property to
21 her for a temporary basis?

22 A: Temporary basis, just the same as Kenneth.

23 Q: And she knew that?

24 A: She knew that. She knew what it was purchased
25 for. It wasn't purchased for her or this college

1 scholar here.

2 Q: That's all the questions I have at this time.

3 THE COURT: MR. THOMPSON, CROSS
4 EXAMINATION?

5 MR. THOMPSON: YES, SIR.

6 CROSS EXAMINATION

7 BY MR. THOMPSON:

8 Q: Mr. Cook, good morning.

9 A: Good morning.

10 Q: I'm going to start off with a couple of questions
11 with regards to something you testified to. When
12 you were asked about your children, you missed
13 one child, didn't you?

14 A: Not that I'm aware of.

15 Q: You've got another biological child by another
16 woman, don't you?

17 A: I have one biological, out of the family child.

18 Q: What's the name of that child?

19 A: Jonathan Allen.

20 Q: So you missed that one a minute ago, correct?

21 A: He's a biological child.

22 Q: Okay. You didn't list him, name him a minute
23 ago, correct?

24 A: Yeah. I was never married to his mother. He's a
25 biological child. I've not adopted him. He's

1 not carrying my name.

2 Q: You don't have any type of contact with him,
3 right?

4 A: No.

5 Q: You testified that you paid for Nealy's college,
6 didn't you?

7 A: We put her through college, furnished her cars,
8 whatever she needed.

9 Q: You didn't pay for her college, did you?

10 A: Whatever she needed.

11 Q: You didn't pay for her college, did you?

12 A: Well, for one, a lot of it was grants, because
13 she done so well in school because we done such a
14 good job of raising her and studying her, home
15 studying her.

16 Q: So you didn't pay for her college, did you?

17 A: Yes, sir. Way I look at it, I did.

18 Q: You did?

19 A: We home schooled her at home. We helped her with
20 her schooling, we -- Yes, sir.

21 Q: How much money did you pay for her college?

22 A: 18 years worth of schooling and, like I say, and
23 you know as well as I, what a child learns today,
24 they learn at home. They don't learn at school.

25 Q: How much of her college tuition and books did you

1 pay?

2 A: I didn't keep tabs on it.

3 Q: You didn't, did you?

4 A: I bought her three cars. I can tell you that.

5 Q: I'm asking about her college tuition and books.

6 How much did you pay?

7 A: How much did she tell you I paid? I ---

8 Q: You didn't pay any, did you?

9 A: No. I didn't raise her, no, sir. I didn't put
10 her through school. I didn't do none of that.

11 Q: You sure didn't, and you just testified a minute
12 ago that you did, didn't you?

13 A: I did. You want to turn it around and make it
14 look backwards. I raised this girl from day one,
15 when she come out of her mama's belly. I put her
16 through 18 years of school, put her through
17 college. Jarrett didn't put her through college.

18 Q: You put her through college. You testified you
19 did not pay for her college tuition, didn't you?

20 A: No. You turned things around backwards, the way
21 you want to make it sound. We put her through
22 college.

23 Q: How did you do that?

24 A: We put her through college.

25 Q: How did you do that?

1 A: How did you put yours through college?
2 Q: I get to ask the questions here, Mr. Cook.
3 A: I put mine through college.
4 Q: How did you do that?
5 A: Financially.
6 Q: How much money did you spend?
7 A: I did not keep tabs on it.
8 Q: Because you didn't spend any. She had
9 scholarships and she's got student loans she's
10 still paying right now, doesn't she?
11 A: Her husband is, a gracious amount that I can
12 understand.
13 Q: How much money did you spend on her tuition and
14 books? I'm going to ask you that again.
15 A: 23 years worth.
16 Q: How much money?
17 A: 23 years worth, you do the math ---
18 Q: Did you spend a dime on her college tuition and
19 books?
20 A: Yes, sir.
21 Q: You did?
22 A: 23 years worth.
23 Q: 23 years worth?
24 A: Yeah.
25 Q: She went to college for 23 years?

1 A: No. She went to school for 18, and then the
2 other three plus was college.

3 Q: Okay. Let's concentrate on when she started
4 college.

5 A: Nobody else didn't raise my daughter. Me and my
6 wife raised my daughter.

7 Q: Let's concentrate on when she started college.
8 How much money did you pay towards her college
9 tuition and books? None, did you?

10 A: Sounds like you know more than I do. I'm telling
11 you, we put her through college. You can take it
12 either way you want.

13 Q: You can't ---

14 A: I don't ---

15 Q: --- answer the question, can you?

16 A: I don't believe you can either.

17 MR. LONG: I OBJECT. THAT'S
18 ARGUMENTATIVE.

19 THE COURT: YES. I GET THE GIST OF
20 YOUR QUESTIONS, MR.
21 THOMPSON.

22 Q: You wouldn't testify to anything under oath that
23 wasn't true, would you, Mr. Cook?

24 A: No, sir. I've always been a true and honest man.
25 I quit school at 15 so I could raise a family. I

1 adopted five children so I could give them a
2 life. They was homeless, and I guess they fed
3 and took care of their self too, as well as
4 today.

5 Q: Mr. Cook, do you remember when I took your
6 deposition in December the 9th, 2011?

7 A: Yeah.

8 Q: You remember I asked you the question of how many
9 civil lawsuits you've been involved in?

10 MR. LONG: I OBJECT. THAT'S
11 IRRELEVANT TO THIS.

12 MR. THOMPSON: IT GOES TO HIS CREDIBILITY
13 AND HE JUST OPENED THE
14 DOOR, SAYING THAT HE WOULD
15 NOT TESTIFY TO ANYTHING
16 UNDER OATH THAT WASN'T
17 TRUE. I'M GETTING READY TO
18 PROVE THE OPPOSITE.

19 THE COURT: I WILL ALLOW THE QUESTIONS,
20 BUT IF YOU'RE GOING TO
21 IMPEACH HIM WITH THE
22 DEPOSITION, LET'S USE THE
23 DEPOSITION.

24 MR. THOMPSON: OKAY. I WILL DO THAT.

25 THE COURT: LET THE RECORD REFLECT THAT

1 I AM OPENING THE ORIGINAL
2 OF THE DEPOSITION OF MONROE
3 COOK TAKEN FRIDAY, DECEMBER
4 THE 9TH, 2011, AND IT HAS
5 BEEN SEALED BY DONNA
6 MARTIN, THE COURT REPORTER.

7 COURT EXHIBIT NUMBER 1

8 MARKED FOR IDENTIFICATION

9 Q: Mr. Cook, that's the copy of the transcript --
10 well, that's the original transcript that you've
11 got in front of you of when I took your
12 deposition, and you remember when I asked you,
13 page 40, I asked you if you had ever been
14 involved in any other lawsuits, and your response
15 was that you had only been involved in three
16 lawsuits, one against Sod Busters, another in
17 2004 for a car wreck, and another for workers'
18 comp. Do you remember when I asked you that?

19 A: Yes, sir.

20 Q: Okay. And you testified that those were the only
21 three you'd been involved in, didn't you?

22 A: No, sir, other than like right now, I got one
23 lawsuit going.

24 MR. LONG: YOUR HONOR, IF I COULD?

25 THE COURT: YES.

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1 MR. LONG:

I'M SCARED THAT WE'RE
2 GETTING INTO INADMISSIBLE
3 EVIDENCE WITH THIS LINE OF
4 QUESTIONING, GOING INTO THE
5 PRIOR LAWSUITS.

6 MR. THOMPSON:

AND I'M NOT GOING TO GO
7 SPECIFICALLY INTO WHAT EACH
8 LAWSUIT WAS. ALL I'M
9 TRYING TO SHOW IS THAT
10 UNDER OATH, HE TESTIFIED
11 THAT HE WAS ONLY INVOLVED
12 IN THREE CIVIL ACTIONS, AND
13 THEN WE WENT THROUGH 22
14 AFTER THAT. THAT'S ALL I'M

15 ---

16 A: Civil actions, other was magistrate courts ---

17 MR. THOMPSON: --- TRYING TO DO.

18 A: --- to collect what was owed to me. As I said, I
19 just got through with one a month, three months
20 ago, got another action now. I got to be there
21 the 10th. It's not civil actions. It's -- Well,
22 I guess you could call it civil actions, but it's
23 people that owes the company money, and it's
24 fixing to run over three years, and same as you,
25 like I told you then, I guess you have that in

1 your little book, that if I don't pay you, it's
2 your duty to retrieve your money, which takes
3 civil actions against me, or I supposed to roll
4 over it and let it go?

5 THE COURT: MR. THOMPSON, IF YOU'RE
6 GOING TO UTILIZE THE
7 DEPOSITION, THAT'S FINE.
8 IF YOU HAVE AN OBJECTION,
9 YOU JUST LET ME KNOW, OKAY?

10 MR. LONG: UH-HUH (AFFIRMATIVE
11 RESPONSE).

12 Q: Look at page 43 of your deposition, please, Mr.
13 Cook. Down on line 21, the numbers are on the
14 left-hand margin, I asked you the question, I
15 said, "Any other civil lawsuits other than those
16 two?"

17 And you responded, on line 22, "No, sir,
18 other than the workers' comp that I was telling
19 you about a while ago."

20 Then I asked you again, line 24,
21 question, "Nothing other than those three?"

22 Your answer was, "No, sir," and you
23 testified to that under oath, didn't you, Mr.
24 Cook?

25 A: Well, like I said, as far as any civil, however

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1 you, I'm not a lawyer ---
2 Q: Is that a yes or a no, Mr. Cook? Did you testify
3 to that?
4 A: I testify that that's the onliest lawsuits I've
5 been into, but I have brought lawsuits to collect
6 what was owed to my company.
7 Q: Now, Mr. Cook, I asked you if you'd only been
8 involved in those three, and you said that's the
9 only three you've been involved in.
10 MR. LONG: ASKED AND ANSWERED.
11 THE COURT: YES. I'LL SUSTAIN THAT.
12 MR. THOMPSON: WHAT WAS THE OBJECTION?
13 THE COURT: IT'S ALREADY BEEN ASKED AND
14 HE ANSWERED.
15 MR. THOMPSON: OKAY.
16 Q: And then, Mr. Cook, beginning on line 44 and
17 going all the way through line 58, I brought out
18 some pieces of paper in the deposition, and we
19 went through 22 other lawsuits you'd been
20 involved in, didn't we?
21 A: If it's in here, yes, sir. It was to collect
22 money that people owed me.
23 Q: And I also asked ---
24 A: And I explained to you that if anybody owed you,
25 it was your duty to collect, and the onliest way

1 to collect is take civil actions.

2 Q: And I asked you, also, how many criminal actions
3 you'd been involved in. Do you remember when I
4 asked you that, on page 59? Go to page 59.

5 A: Turn that to 59.

6 MR. LONG: AGAIN, YOUR HONOR, I
7 HESITATE TO GET INTO THIS
8 TOPIC BECAUSE IT COULD GO
9 TOWARD INADMISSIBLE
10 EVIDENCE. SO I WOULD GO
11 AHEAD AND PREEMINENTLY
12 OBJECT TO ANY EVIDENCE THAT
13 COULD BE PRESENTED THAT
14 GOES TO OTHERWISE
15 INADMISSIBLE EVIDENCE.

16 THE COURT: AND BEFORE WE GO THERE, IS
17 THE OBJECTION THAT THEY MAY
18 BE GOING DOWN THE LINE OF
19 MAYBE SOME MISDEMEANOR
20 CONVICTIONS THAT WOULDN'T
21 BE ADMISSIBLE?

22 MR. LONG: PRIOR CRIMINAL RECORD
23 CONVICTIONS.

24 THE COURT: ALL RIGHT. I'M GOING TO
25 LET HIM DO THAT, BUT I WILL

1 SUSTAIN YOUR OBJECTION, IF
2 YOU KNOW WHAT I MEAN. IT'S
3 TOUGH SITTING AS BOTH JUDGE
4 AND JURY, I WILL LET HIM
5 PURSUE THIS, BUT I WILL NOT
6 CONSIDER ANY CONVICTION,
7 ANY ARREST, ANYTHING LIKE
8 THAT, AS FAR AS THAT GOES,
9 TO ANY IMPEACHMENT,
10 CREDIBILITY ISSUES, OR
11 ANYTHING. I UNDERSTAND THE
12 CONCEPT THAT AN ARREST IS
13 NOT ADMISSIBLE, CONVICTION
14 FOR A MISDEMEANOR IS NOT
15 ADMISSIBLE. IT HAS TO BE A
16 CRIME OF MORAL TURPITUDE,
17 AND IF WE GET TO SOMETHING
18 LIKE THAT, WE'LL TALK ABOUT
19 HOW LONG IT'S BEEN.

20 MR. LONG:

THANK YOU.

21 THE COURT:

22 SO THAT WILL NOT BE PART OF
23 ANY OF MY CONSIDERATIONS,
24 BUT I'LL LET HIM PROFFER
25 WHAT HE'S DOING, OKAY?

MR. LONG:

THANK YOU.

1 Q: Mr. Cook, are you on page 59 of your deposition?

2 A: Yes.

3 Q: Okay. On line five, I start out asking you the
4 question, "Other than that, those two incidents,
5 you shooting at the refrigerator and the incident
6 with you changing the tire, have you had any
7 other involvement with any criminal actions,
8 disregarding traffic offenses?"

9 And what was your answer? It was, "No,
10 sir," correct?

11 A: Not that I'm aware of.

12 Q: And then I asked you again, "Those are the only
13 two?"

14 And your answer was, "Those are the only
15 ones," correct?

16 A: That I'm aware of, yes, sir.

17 Q: All right. And then beginning there, below on
18 page ---

19 A: And again, let me make you aware of whenever ---

20 Q: Let me ask the question.

21 A: Okay. I want to finish answering what you just
22 asked.

23 Q: Okay. Go right ahead.

24 A: Whenever this truck fell on me, I had a, I -- my
25 head was swollen as big as a five gallon bucket.

1 They didn't think I was even going to live from
2 the concussion, but I do have partially good
3 mind. I'm not completely crazy, but a lot of
4 things, I can't remember that I used to. A lot
5 of things, I remember, you know, that I used to
6 couldn't remember. So the truck, whenever 2800
7 pounds fell on me, it fell direct in the center
8 of my head. I had severe concussions. They
9 wouldn't even put me to sleep through the 12
10 hours of surgery that they done on me because I
11 had such severe concussions, thought I'd never
12 wake up again.

13 Q: Are you through answering my question?

14 A: Uh-huh (affirmative response).

15 Q: Thank you, sir. Then, beginning on page 59 and
16 going through page 62, we went through five
17 additional criminal actions you'd been involved
18 in, didn't we?

19 A: On what page?

20 Q: Beginning on page 59 and going through page 62,
21 we went through five additional criminal actions
22 you'd been involved in, in addition to those two,
23 didn't we, even though you had testified you had
24 only been in two ---

25 A: On what numbers?

1 Q: On page 59, line 13, I asked you, "Were you ever
2 charged in 1999 with malicious injury to personal
3 property?"

4 Your answer was, "No, sir."

5 And then I asked, "And went to trial in
6 front of Judge Ward?"

7 And then you said, "Yes. I was found not
8 guilty." That's one.

9 And then on page 60, I asked you, "In
10 January of 2003, being charged with receiving
11 stolen goods, the value being \$5,000 or more?"

12 And you said, "I was being charged for
13 that."

14 Page 61, I asked you about being found
15 guilty by Judge Margie Livingston, November 2003,
16 for having, and that was where you said you were
17 found guilty for having a business on your
18 property. Then, page 61, line 15, I asked you if
19 you'd been charged in May 2005 with possession of
20 narcotic drugs, Schedule I, you said, "No."

21 I asked you, "In front of Judge Ward?"

22 And then you said, "I did. It was
23 supposed to be exempt from my record."

24 And then I asked you on page 62, line 13,
25 "Do you recall being found guilty by a

1 magistrate, Judge James Hughes in July of 2007
2 for unlawful use of a telephone?"

3 And you said, "Yes, sir." So we went
4 over five additional criminal actions you'd been
5 involved in, where you testified you'd only been
6 involved in two, didn't we?

7 A: If that's what the paper says.

8 Q: Okay.

9 A: But it has no bearing on this here legal papers
10 and stuff that we have here today.

11 Q: Getting back to the college, you thought college
12 was dumb for girls, didn't you?

13 A: No, sir.

14 Q: That's why you didn't pay for it, did you?

15 A: No, sir. I supported my daughter all the way,
16 paid over \$13,000 for her wedding.

17 Q: Let's talk about your children. You testified

18 ---

19 A: Now, that was dumb. I'll phrase to The Court.
20 That was dumb.

21 Q: Let's talk about your children, because you
22 testified about their condition. You said ---

23 A: Homeless adopted children.

24 Q: Okay, your adopted children.

25 A: Homeless adopted children, brought out the woods,

1 was living in a tent.

2 Q: Were they foster children to start with or did

3 you adopt them from the ---

4 A: Brought them in for fostering, ---

5 Q: --- very beginning?

6 A: --- you have to foster them for, until they come

7 up for adoption.

8 Q: Okay. And when you're a foster parent, you get

9 paid for each child that you take ---

10 A: A certain amount.

11 Q: --- in, correct?

12 A: Get paid for their diapers.

13 Q: Just the diapers, that's all ---

14 A: Basically about it, 200 and, \$220 then.

15 Q: I need to know your answers, Mr. Cook, not Ms.

16 Cook's answers. You said that Joseph doesn't

17 work, right?

18 A: No.

19 Q: Joseph's married with two children, correct?

20 A: Correct.

21 Q: And he lives up in North Carolina with his in-

22 laws, doesn't he?

23 A: Yes, sir.

24 Q: And he was employed as a mechanic up there,

25 wasn't he?

1 A: For a while.
2 Q: And so he's living independently of you, isn't
3 he?
4 A: He's living with his in-laws.
5 Q: Independently of you?
6 A: Yeah, you know, because I'm not, I only get 700
7 and some dollars a month. I'm pretty much
8 independent myself.
9 Q: And Kayla, you said she didn't work too, didn't
10 you?
11 A: I don't know what she does.
12 Q: She's a bookkeeper at Piggly Wiggly at Myrtle
13 Beach, isn't she?
14 A: I don't know what she does. I ain't seen her in
15 over three years.
16 Q: And T.J., he still lives at home, right?
17 A: Yes, sir. He graduated this year.
18 Q: Or Trent is what ---
19 A: Trent.
20 Q: --- you call him?
21 A: Yeah.
22 Q: And he graduated this year from high school?
23 A: Yes, sir.
24 Q: And he works with you out in the mechanic shop,
25 ---

1 A: Works with my son.
2 Q: --- correct?
3 A: He works with my son, does what he can.
4 Q: Pardon?
5 A: He works with my son, what he can. He can't do
6 ---
7 Q: Doing mechanic work?
8 A: Well, no. He gives him wrenches and puts up
9 tools, takes up tools, but no, he's under a
10 hundred pounds. He's mentally challenged. Tell
11 him to give you a screw driver, probably give you
12 a adjustable wrench or a pair of pliers, and he's
13 just there, trying to give the boy some incentive
14 to where he don't do like some people, go out and
15 hang his self, give him a little bit of incentive
16 to, you know, to try to go forward.
17 Q: And Trent has no problem, he can walk and talk,
18 correct?
19 A: He can walk. You can't understand much of what
20 he says.
21 Q: He drives, doesn't he?
22 A: No, sir.
23 Q: He can't drive ---
24 A: He's got a permit.
25 Q: --- a vehicle?

1 A: He's got a permit, but he's never got far enough
2 to where he could drive to get his license.

3 Q: But he's got a permit?

4 A: He finally did get his permit after a certain
5 amount of tries.

6 Q: He can fix his own food, can't he?

7 A: Sometimes, he can warm it up in the microwave.
8 He can't prepare his food, no.

9 Q: He can wash himself?

10 A: Yeah. He can wash himself.

11 Q: And he dates a girl?

12 A: He don't date.

13 Q: He don't date?

14 A: No. He goes to the skating rink once a weekend.

15 Q: He can hunt?

16 A: No. He's not allowed to have a gun in his hand.

17 Q: Oh, he's not?

18 A: No. He's ---

19 Q: He's never hunted?

20 A: No. He's mentally challenged, I remind you.

21 Q: And he can work on a computer, can't he?

22 A: Not that I'm aware of.

23 Q: He rides bikes and rides four-wheelers, doesn't
24 he?

25 A: No. He don't ride four-wheelers anymore.

1 Q: Anymore?

2 A: No.

3 Q: Why not anymore?

4 A: He's tore them up. He's wrecked them all up,
5 even the golf carts.

6 Q: He's babysat children before, hasn't he?

7 A: Not for me..

8 Q: Not for you, for anybody else?

9 A: Not to my knowledge.

10 Q: Not to your knowledge, okay. He's able to feed
11 the horses, water the horses, brush the horses,
12 that type of thing, isn't he?

13 A: No, sir.

14 Q: He's not able to do that?

15 A: No, sir.

16 Q: Okay. Let's talk about ---

17 A: You, you can send him out to do it, but you can
18 go out ten minutes later and it won't be done,
19 and he'll say he done it, and it won't be done.

20 Q: Who does he live with?

21 A: He lives with his mother.

22 Q: He doesn't live with you, does he?

23 A: Huh-uh (negative response).

24 Q: Andrew. Andrew lives in Chesterfield and has a
25 job; doesn't he?

1 A: I don't know if he has a job or not. He just got
2 out of jail a couple of weeks ago. I do know
3 that.

4 Q: He's always gotten in a little bit of trouble,
5 hasn't he?

6 A: Yeah, for the last six or seven years, DJJ
7 custody. They suggested, whenever he got 18,
8 "Don't let him be a burden on the family. He's
9 18. He's adult," let him to what he wanted to.

10 Q: He's able to drive, correct?

11 A: He has no license, no permit.

12 Q: Has he ever been able to drive?

13 A: He's never been home long enough to.

14 Q: So you don't know, really?

15 A: No, I don't know. I do know he don't have a
16 license. I do know he don't have no permit.

17 Q: How do you know that?

18 A: He was at home just five, four months ago. He
19 went to jail in that period of time for stealing
20 from Wal-Mart, beer, sunglasses. He pulled his
21 time off for that. That was just before he
22 turned 18. Then he got caught for possession of
23 marijuana, went to jail for that, pulled off time
24 for that. That's when the judge said, "He's
25 almost 18. When he gets 18, I suggest that you

1 and, or your wife or whoever is responsible to
2 let him do what he wants. Get him out your
3 household. Don't let him, don't let him destruct
4 y'all any further," just basically is what this
5 is, destruct the family.

6 Q: He's able to ride bicycles and four-wheelers and
7 play computers games, things like that, isn't he?

8 A: Who's that?

9 Q: Andrew.

10 A: I just told you he was never home long enough to,
11 to do anything like that, and then all he,
12 whenever he was at home, all he did want to do
13 was lay in the bedroom and play computers, what
14 few months he was home. He was probably home a
15 year out of seven.

16 Q: Steven, he's 16 now, right?

17 A: Uh-huh (affirmative response).

18 Q: And he's in the tenth grade at Aynor?

19 A: Yes.

20 Q: And he rides four-wheelers around the house,
21 doesn't he?

22 A: Yes, sir.

23 Q: And as a matter of fact, he's got his own four-
24 wheeler, doesn't he?

25 A: There's, there's two there. They both tore up.

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1 As I said awhile ago, they tore up. He calls it
2 his, but no, he ain't rode no four-wheeler all
3 summer long.

4 Q: And he's able to ride horses and bicycles, right?

5 A: No bicycles.

6 Q: No bicycles?

7 A: No horses.

8 Q: He's able to drive a golf cart, isn't he?

9 A: Yeah. He can drive the golf cart.

10 Q: And he can feed himself, can't he?

11 A: Yeah. He can feed his self. We have to cut up
12 his food. He can't eat with a fork, you know,
13 cut his meat up or anything. You have to cut it
14 up for him.

15 Q: And he's got his own cell phone, knows how to
16 dial numbers and talk on it, doesn't he?

17 A: Yes, sir.

18 Q: He can work on computers?

19 A: Maybe at school. We don't have one at home.

20 Q: He's got an X Box at home, doesn't he, ---

21 A: He don't ever mess with it. He's on his phone
22 all the time, whenever he ain't doing his
23 homework.

24 Q: He played drums in middle school, didn't he?

25 A: One year, he tried. He tried.

1 Q: He likes to hunt, doesn't he?
2 A: Yeah, but he can't carry a weapon, and he can't
3 use a gun. He can't hold it.
4 Q: He's never hunted down on the, with your son
5 Kenneth on the other property that you gave
6 Kenneth?
7 A: No, sir. He's not able to hold a weapon.
8 Q: Okay. And as far as a transfusion, when is the
9 last time he had a transfusion?
10 A: Probably about, when he got eight years old, his
11 body started making its own platelets, and he's,
12 he's still low. He's on a borderline. He could
13 still hemorrhage to death at any time from his,
14 from the, whatever name it is they got for it.
15 Q: How long have you and Ms. Cook been separated?
16 A: Over a year. Well, it could fall between three
17 and, a year and three years.
18 Q: I'm sorry?
19 A: It could fall between a year and three years.
20 Q: That y'all have been separated?
21 A: Yeah. We've not lived together in over a year.
22 Q: Okay. Why aren't you living together now?
23 A: This litigation right here.
24 Q: This litigation?
25 A: Uh-huh (affirmative response).

1 Q: Why has that got y'all split apart?
2 MR. LONG: I'D OBJECT. IT'S
3 IRRELEVANT TO THIS.
4 A: This man (pointing to Jarrett Taylor). I'll
5 answer that.
6 MR. THOMPSON: MY QUESTION HAS TO DO WITH
7 ARE THEY IN A DISPUTE, ARE
8 HE AND MS. COOK IN A
9 DISPUTE OVER THIS
10 LITIGATION, AS TO WHETHER
11 THEY HAVE DIFFERENT
12 INTERESTS, ---
13 A: No
14 MR. THOMPSON: --- BECAUSE THEY'RE BOTH
15 THE PLAINTIFFS IN THIS
16 CASE. THAT'S THE REASON
17 ---
18 THE COURT: I'LL ALLOW THE QUESTION.
19 GO AHEAD.
20 A: No.
21 THE COURT: I THINK HE'S ANSWERED IT.
22 A: No.
23 Q: Over this litigation, what part of this
24 litigation has got y'all split apart?
25 MR. LONG: I'D OBJECT.

1 THE COURT:

I'LL OVERRULE THAT. YOU
CAN ANSWER THAT FOR US, MR.
COOK.

4 A: Well, Jarrett found out, that he wasn't supposed
5 to, my daughter wasn't supposed to let him know,
6 whenever he found out that this property's
7 \$160,000 piece of property, that I'm disabled
8 from, trying to have a future for my disabled
9 children from, he wanted it. So she put his name
10 on it. So they bound it up, they borrowed money
11 against it, and it was against my will, actually,
12 for it to be signed to my daughter because I
13 didn't trust him. He's not trustworthy. He told
14 me on the steps when they were married, my
15 daughter to him, "Jarrett, I hope y'all live a
16 long and happy life together, everything goes
17 well for y'all. All I ask is you take care of my
18 daughter."

19 "She's going to take care of me," she put
20 him through college for the third time. He
21 didn't work two more months.

22 Q: What has that got to do with you and Ms. Cook
23 being separated?

24 A: He's, he's telling her that she could come see
25 them but I couldn't. He broke us down, plain and

1 simple. The Bible says you're supposed to stand
2 beside your spouse, sick, better or worse.

3 Q: So y'all split up even though it was worse?

4 A: That was his desires, and she was weak enough
5 because this is her only daughter.

6 Q: Who lives ---

7 A: Thinking that things would get better, but things
8 got worse.

9 Q: Who lives with you where you live now?

10 A: No one.

11 Q: You bought this property that we're here for, the
12 one that Nealy has in her name, back in February
13 of 2007 for about \$163,000, right?

14 A: Plus survey fees and lawyer fees and all that, it
15 was around \$68,000.

16 Q: But according to the deed, it was just about
17 \$163,000, right?

18 A: And then \$27,000 of interest on the loan.

19 Q: Exhibit 1 there says 162,000 and some change?

20 A: And my lawyer has the bank statement, says where
21 I paid \$27,000 extra on the loan, we paid for the
22 property. So I got over 200, around \$200,000 in
23 it.

24 Q: And you paid some money down on it and then
25 borrowed the rest using your residence as the

1 collateral for that loan, correct?
2 A: Correct.
3 Q: Okay. Now, in February of 2007, you and your
4 wife, on behalf of your adopted children, were
5 receiving Social Security benefits or income,
6 right?
7 A: Had been for years.
8 Q: Do you know how much per child?
9 A: She was receiving it in her name. It wasn't
10 coming in my name. So you'd have to ask her
11 that.
12 Q: Whose name was it coming in?
13 A: It was coming in her name.
14 Q: In her name. So you don't know how much it was?
15 A: My name wasn't on nothing.
16 Q: Now, do you know how long you'd been receiving or
17 she had been receiving Social Security income?
18 A: No, sir. Like I say, I didn't never see the
19 check. Nothing, my name was on nothing.
20 Q: And I believe the way it worked was y'all got
21 Joseph in 1995 and then Andrew, Trent, Steven,
22 and Kayla in 1996; is that right?
23 A: That sounds about right.
24 Q: And do you know if you started getting Social
25 Security money for them right after you got them

1 in the house as foster children?

2 A: Again, I'm not aware of that, and it was only for
3 two. It was for the two handicapped, disabled,
4 mentally challenged ones. It wasn't for all
5 five.

6 Q: Even when they were foster children, you didn't
7 get money for the four?

8 A: No, sir.

9 Q: Then you got in the accident in April 2007, where
10 the car fell on you, right?

11 A: Yeah, two months later, after I bought the
12 property, wanted to pay back the loan so I
13 wouldn't have so much interest in it, and that's
14 where the \$27,000 extra interest come in, and
15 weren't for my son here paying my bills, we
16 wouldn't none have, none of my family have
17 nowhere to stay, my immediate family, my foster
18 children that I adopted, my wife or I wouldn't
19 had nowhere to stay.

20 Q: But then in 2010, you got some money from Social
21 Security for your accident, right?

22 A: And I paid it on that loan right there to the
23 bank, to pay this property off.

24 Q: You paid that property off with that ---

25 A: Yes, sir.

1 Q: --- money, didn't you?

2 A: Yes, sir. And the money that I had, as you
3 brought up earlier, Sod Busters I had sued, I got
4 my money from them at the same time, within a
5 couple weeks or so apart. I took it all and
6 carried it to Anderson Brothers Bank and paid it,
7 so the two years I paid on the, on the loan, I
8 just paid interest. I still owed them \$98,000,
9 so I paid them \$98,000 at one time.

10 Q: Well your son Kenneth paid about \$24,000 on that

11 ---

12 A: That was interest.

13 Q: He paid ---

14 A: It was just interest.

15 Q: He paid that monthly payment ---

16 A: Uh-huh (affirmative response).

17 Q: --- during the time you weren't able to, right?

18 A: Uh-huh (affirmative response).

19 Q: Is that a yes?

20 A: Yes.

21 Q: Now, before you transferred the property to
22 Nealy, the 18.78 acres, in August of 2008, you
23 found out that those children couldn't receive
24 Social Security benefits, right?

25 A: That's what they told us, said you had, "You got

1 to deplete some of your properties," and the
2 property's for them.
3 Q: Okay. You say that's what they told you. You
4 never talked with anybody at Social Security, did
5 you?
6 A: Well, they told my wife. This is my wife.
7 Q: But you never talked to ---
8 A: Never did.
9 Q: --- anybody, did you?
10 A: My name ain't on, my name ain't on nothing.
11 Q: So you don't know what they told your wife other
12 than what your wife told you, correct?
13 A: Correct.
14 Q: You said you talked to Nealy about the transfer
15 of this property, ---
16 A: Yes, sir.
17 Q: --- correct?
18 A: Yes, sir.
19 Q: And you said you talked to her face-to-face,
20 didn't you?
21 A: Yes, sir.
22 Q: That's not true, is it, ---
23 A: Yes, sir.
24 Q: --- Mr. Cook? Well, Mr. Cook, let's go back to
25 your deposition you've got in front of you.

1 A: Until I was told that if I called back or if I
2 even come around her, I'll be put in jail.
3 Q: Mr. Cook, let's go back to your deposition.
4 A: Did you have that in there?
5 Q: Do you remember when I asked you in your
6 deposition how you talked to her, and you said it
7 was only by phone? Do you remember that?
8 A: I remember my wife saying that.
9 Q: Do you remember you saying that?
10 A: No, sir, I don't.
11 Q: Okay. Well, in that case, let's go to page 27 of
12 your deposition.
13 A: And as I said, if I was to have called them, I'd
14 have been in jail.
15 Q: Because at the time that you were transferring
16 this property, Nealy was down in Charleston in
17 school, wasn't she?
18 A: No. She wasn't in school. She was sending him
19 to school. She was at work.
20 Q: She was down in Charleston, wasn't she?
21 A: Yeah. She was working.
22 Q: And you were talking to her face-to-face down in
23 Charleston?
24 A: Yes, sir, and visiting several times.
25 Q: Page 27, are you on page 27?

1 A: Getting to it. Yes, sir, we visited them several
2 times.

3 Q: Page 27, line ten, I asked you, "Where were you
4 when you talked to Nealy about this?"

5 Your answer, line 12, was, "I was on" --
6 "I was at phone."

7 "At home?"

8 "Yeah."

9 And then I go down here on line 17, and I
10 ask you, "So that would have been, if this
11 property was transferred -- According to Exhibit
12 3, this property was transferred August 28th of
13 2008 to Nealy," and, "When do you think that
14 conversation with her occurred at your home?"

15 And you said, answer, "It was on the
16 phone."

17 A: It, it was on the phone, and my son was on the
18 phone with her the last three times he talked
19 with her.

20 Q: And then we go over to page 30. Let's go to page
21 30, and up on line three, I ask you, "And all of
22 these times you talked to her, you talked to her
23 on the phone, correct?"

24 And your answer on line five was, "Yes,
25 sir."

1 A: And that was after all the calamity starting,
2 whenever Jarrett found out that I'd put the
3 property in her name. Before then, everything
4 was fine, even though he'd said things he said,
5 we still went and visited them. We, we stayed
6 with them two or three days at a time, and you
7 don't think I talked with her while I was there?

8 Q: And so once you found out Social Security wasn't
9 going to pay benefits to the two children, ---

10 A: This was in her name then. That, this piece of
11 property was in her name at that time.

12 Q: Once you found out that Social Security wasn't
13 going to pay benefits, you and your wife
14 transferred the property to Nealy, correct?

15 A: That was the, that was SSI's requirement, ---

16 Q: Well, you don't know because ---

17 A: --- to get it out of our name.

18 Q: You don't know because you never talked to
19 anybody at SSI?

20 A: I talked to my wife.

21 Q: And you also transferred 14.77 acres to Kenneth,
22 right?

23 A: Correct, just before then.

24 Q: And that was March 20 of 2008 when you
25 transferred the property to Kenneth, right?

1 A: Correct.

2 Q: I've got the deed right here if you want to look
3 at it.

4 A: Well, if that's what's on the deed.

5 Q: Okay. And then you deeded this 18.7 acre tract
6 to Nealy on August 28, 2008, right?

7 A: Because they said we still had too much in our
8 name.

9 Q: If you were just trying to get around the rules
10 or the regulations and requirements of Social
11 Security and get the property out of your name,
12 why didn't you just deed them both to Kenneth?

13 A: I wish I had have.

14 Q: Why didn't you?

15 A: I should -- I entrusted my daughter, because I
16 never entrusted my son-in-law, but I entrusted my
17 daughter.

18 Q: Well, why didn't you transfer them both to Nealy?

19 A: I would've been, but then my son wouldn't have
20 nowhere to stay because she'd have took it from
21 him -- He'd have took it from her, too, or him.

22 Q: The question is, why didn't you transfer both
23 pieces to Nealy?

24 A: I entrusted her with that piece of property, as
25 well as I entrusted my son, my onliest two blood

1 children that me and my wife conceived together,
2 and if you can't trust them, who can you trust?
3 Q: So you didn't trust Nealy with the 14.77 acres,
4 and you didn't trust Kenneth with the 18 ---
5 A: He was living on the 14 something acres. Nobody
6 was living on that there, and she knew, again,
7 what that was bought for. It was not bought for
8 her future, was not bought for her to put
9 Jarrett's name on it, was not bought for her to
10 change the mailing address and pay taxes on it,
11 and it was not bought for her to borrow money to
12 benefit her instead of her handicapped siblings.
13 Q: Then after you made the transfer, you and your
14 wife found out that Social Security wasn't going
15 to pay any benefits and, in fact, y'all were
16 going to have to pay over \$40,000 back to Social
17 Security, ---
18 A: They had told us that.
19 Q: --- correct? Then ---
20 A: And we are paying it back.
21 Q: Then, in April of 2009, Nealy had a baby, didn't
22 she?
23 A: She's, she's had two.
24 Q: She had her first April of 2009, correct?
25 A: I guess.

1 Q: And that's the time that you got into an argument
2 or disagreement with her and Jarrett and they
3 threw you out of their house, didn't they?

4 A: That's whenever he found out that the property's
5 in her name, and he was wanting me and my wife to
6 divide, and he started dividing, as I said
7 before. He broke us down. He broke the whole
8 family down just for his greed.

9 Q: You didn't say any harsh words to him about ---

10 A: No. He did to me.

11 Q: --- how a mechanic will make more money than he
12 could ever think about making or anything like
13 that, did you?

14 A: No, sir. He's a bald-faced liar and a cheat.
15 Anybody that'd take from a handicapped child and
16 a man who's disabled, about got killed trying to
17 provide for the handicapped child, he's got no
18 remorse. He's got no remorse at all.

19 Q: And then you also found out that the I-73
20 corridor was coming through this ---

21 A: I knew that.

22 Q: --- piece of property, didn't you?

23 A: I knew that when I bought it, that there was a
24 chance that it would come through there. I
25 bought at chance.

1 Q: And part of the reason that you wanted the
2 property back was because Jarrett and Nealy were
3 kicking you and your wife to the curb and trying
4 to regulate your family, wasn't it?

5 A: No. It was understood that they'd give it back.
6 Then they started kicking us to the side and to
7 the curb so they would have legit, what they felt
8 like was legit to keep it, which was rotten to
9 the core, couldn't get no worse. I wouldn't
10 treat a animal like that, much less my family.

11 Q: Let's go to page 37 of your deposition. Are you
12 on page 37?

13 A: Uh-huh (affirmative response).

14 Q: Starting with line 21, I asked you, "When did you
15 talk to Nealy about conveying the property back?"

16 Your answer was, "It was before August,
17 before August."

18 My question was, after that, "Before
19 August of what?"

20 Your answer was, "Yeah, well, right after
21 the baby was born," going over to page 38,
22 starting on line one, your answer was, "whenever
23 the baby was born, whatever day the baby was
24 born. A month or so after that I wanted her to
25 convey my property. If she was going to let her

1 husband kick me and my wife to the curb and do us
2 the way they was doing us and try to regulate our
3 family and them with their own family, you know,
4 go ahead and -- and we also, about that time,
5 found out about that, that, you know, we was
6 going to have to pay back the SSI anyway and that
7 it was not going to seize the property." So part
8 of your reason for asking for it back was because
9 you were mad at them and you knew you had to pay
10 a bunch of money back to ---

11 A: No. That ---

12 Q: --- SSI, isn't it?

13 A: No. That, no, that was his, that was his
14 deceiving part. My son had done signed his back,
15 mind you. He done signed it back. He did
16 nothing to me. He done signed his back. She did
17 not fulfill her part. The kicking to, to the
18 ribs and kicking to the curb was so they would
19 have a poor excuse to keep it. You're backwards
20 on that part.

21 Q: Exhibit 5, your son didn't sign it all back to
22 you. He only signed a half interest back to you,
23 didn't he?

24 A: He signed half interest back to me.

25 Q: Okay.

1 A: My name's on the land.

2 Q: Then the next thing that happened was, before you
3 asked for the property back in August of 2009,
4 the next thing that happened was, is in July of
5 2009, one night with your children and your wife
6 at home you pulled out a gun and emptied it into
7 the refrigerator and the dresser mirror, didn't
8 you?

9 A: Does that have any relevance to this case?

10 Q: Pardon?

11 A: I was talking to my attorney. I have attorney
12 here too, you know.

13 Q: And you can't talk to him during the trial.

14 THE COURT: AND I ADMONISH YOU NOT TO
15 SPEAK TO YOUR ATTORNEY
16 UNLESS HE MAKES AN
17 OBJECTION, SAYS SOMETHING,
18 THEN I'LL RULE ON THAT
19 OBJECTION.

20 A: Yes. I shot my refrigerator. I shot my mirror,
21 from the way I was being done and the conditions
22 I was in. I was taking Oxycontin, all kinds of
23 medications. I'm on Percoset 650's now, supposed
24 to be on morphine. I am bolted together. I am
25 screwed together. I have a brace holding my

1 bladder and my guts in, and it's all from trying
2 to have a future for my handicapped siblings, not
3 for college, college scholars. Again, it's just
4 flat out, he laid the track to take it because he
5 seen that it was in his wife's name, and that's
6 what he set out to do, and he's succeeded so far.

7 Q: And after you emptied the gun in the refrigerator
8 and the mirror, ---

9 MR. LONG: I'D OBJECT TO THIS LINE OF
10 QUESTIONING. IT IS
11 IRRELEVANT TO THIS.

12 THE COURT: YEAH. LISTEN, I DON'T SEE
13 THE RELEVANCE.

14 MR. THOMPSON: IT GOES TO WHAT HAPPENED
15 AFTER AS TO WHY HE'S
16 WANTING THE PROPERTY BACK.
17 I'M THROUGH ASKING ABOUT
18 THAT. I'M ASKING ABOUT
19 WHAT HAPPENED AFTER NOW.
20 I'M GOING INTO WHAT
21 HAPPENED AFTER.

22 THE COURT: OKAY. WELL, GO AHEAD THEN.
23 LET'S MOVE ON FROM THAT
24 ISSUE. SO I'LL SUSTAIN THE
25 OBJECTION ABOUT ANYMORE

1 QUESTIONS ABOUT THE
2 INCIDENT WITH THE
3 REFRIGERATOR AND THE
4 MIRROR, BUT GO AHEAD WITH
5 YOUR NEXT LINE OF
6 QUESTIONING AND SEE WHERE
7 THAT TAKES US.

8 Q: As a result of that, Nealy and Jarrett came from
9 Charleston and called the police on you, didn't
10 they?

11 A: The next day. My wife didn't. My wife wasn't
12 scared. Mr. Jarrett did. Like I say, that was
13 in his, on his track. He'd run his rail.

14 Q: They called the police on you, right?

15 A: Yeah. And, and he broke in a window in my house,
16 yeah.

17 Q: And you ran from the police for three or four
18 days, right?

19 A: No. I didn't run nowheres.

20 Q: Okay. And ---

21 A: Then he'll have a warrant on me.

22 Q: Okay. And then you were charged with assault and
23 battery, intent to kill, criminal domestic
24 violence, high and aggravated nature, that type
25 of thing, right?

1 A: Uh-huh (affirmative response).

2 Q: And you spent four days in jail as a result of
3 that, right?

4 A: Uh-huh (affirmative response).

5 Q: And the police took ---

6 A: Well, three days.

7 Q: --- your family out of the house and ---

8 A: Three days, three days, one, one day ---

9 MR. LONG: ONCE AGAIN, I OBJECT TO
10 THIS LINE OF QUESTIONING.
11 IT'S IRRELEVANT TO THE
12 ISSUE THAT WE HAVE HERE.

13 MR. THOMPSON: AND MY POINT IS THAT IT
14 GOES TO HIS STATE OF MIND,
15 AS TO WHY HE IS ATTACKING
16 HIS DAUGHTER AND HIS SON-
17 IN-LAW.

18 A: I did not attack my daughter, ever.

19 THE COURT: I'LL ALLOW THE QUESTIONS,
20 BUT I REALIZE IT'S
21 IRRELEVANT, AS TO IT'S ONLY
22 A CHARGE. IT'S MY
23 UNDERSTANDING THE CHARGE
24 WAS RAMPED SIGNIFICANTLY
25 DOWN. SO I DON'T REALLY

WANT TO GET INTO THAT, BUT
I'LL LET YOU PROCEED WITH
THAT LINE OF QUESTIONING.

MR. THOMPSON:

I AM NOT OFFERING IT TO
SHOW PRIOR BAD ACTS OR
ANYTHING LIKE THAT. I WILL
SAY THAT ON THE RECORD.

THE COURT:

OKAY.

MR. THOMPSON:

I'M NOT OFFERING IT FOR
THAT.

Q: And the police took your family out and took your weapons and things like that, correct?

A: Yeah, at Jarrett's and Nealy's request. Like I say, my wife never called the law. My wife wasn't scared of me. We'd been married for 28 years at the time.

Q: I understand.

A: That was another one of Jarrett's ploys to take from my family that I have worked for since I was 15 years old.

Q: And as a result of that event, your wife moved out of the house, right?

A: No, sir. She was took out. She was took out by Jarrett and the police, "Oh, you need to do this. You need to do that. You need to do this. You

1 need to do that," so that's what broke me and my
2 wife down, not standing with me, and that's why I
3 shot the refrigerator, "You can come see us, but
4 not your husband," after everything was fine
5 until he found out that the property was in
6 Nealy's name. It was all a ploy to break us down
7 where he could do what he's doing right now, this
8 day at this moment.

9 Q: And you eventually had to plead guilty to a ---

10 A: Do you think it ---

11 Q: --- lesser charge; is that correct?

12 A: Yeah, just a misdemeanor.

13 Q: And sometime around that same time is when you
14 evicted Ms. Cook's mother off of your property,
15 correct?

16 A: Been there for 17 years, but she's the one that
17 called the enemy in and said I shot the
18 refrigerator, and she had never paid rent, she
19 never had to cut her grass, so she was no longer
20 obligated to stay there. It was only at my
21 request.

22 Q: And the end result, too, after -- Well, really,
23 you never asked Nealy to deed the property back,
24 did you?

25 A: Yes, I did.

1 Q: You asked her specifically?

2 A: Yes. I asked her, her mama asked her, Kenneth
3 asked her two or three times. Did you ask her?

4 Q: You asked her?

5 A: Yes, I asked her.

6 Q: How did you ask her, ---

7 A: And Robin ---

8 Q: --- on the phone?

9 A: --- Ciacco's, wherever the paper is, Robin
10 Ciacco's paralegal also. "Yes, I'm coming."

11 "I'll have the papers prepared then," she
12 never come, another lie, another dispute.

13 Q: So as a result of her not deeding, you sued her
14 in 2011. That's what we're here for today.

15 A: I had no other choice because the statute of
16 limitation's out, and they thought that I'd
17 waited a month or so too late, but I waited till
18 two months or so before the statute of
19 limitations run out, because he was playing
20 smart, he thought, he -- They changed the mailing
21 address so they could pay the taxes, and you know
22 as well as I, you pay tax on somebody else's
23 property for three years, then it's yours
24 regardless. All I'm saying is they're not taking
25 this from me. They're taking it from their

1 handicapped siblings. And if they got the gall
2 and the heart to do that, they'll pay seven times
3 over. The Bible says that, not I. The Bible
4 says that.

5 Q: You haven't paid ---

6 A: You stand here and you represent any such as
7 that, and you'll pay seven forwards over, by the
8 Bible.

9 Q: You haven't paid taxes on this property since
10 what, 2008?

11 A: Since she changed it, since she changed it. You
12 see right there where I deeded over, my address
13 is on it.

14 Q: She's been paying taxes on it, correct?

15 A: She paid it for two years.

16 Q: Two years?

17 A: Two years.

18 Q: Which two years?

19 A: She may have paid this year already, but she paid
20 it two years. The first year she didn't pay it
21 because it was, it was -- You got the deed right
22 there.

23 Q: In August 2008, you conveyed it to her. You paid
24 the taxes ---

25 A: I paid it ---

1 Q: --- in 2008.

2 A: --- in 2007. I paid it in 2008.

3 Q: You didn't pay 2009, '10, '11, or '12, correct?

4 A: I'm not for sure, but you can look right there at
5 the dates and when she had it changed, and that
6 was not, that was not in our agreement.

7 Q: Mr. Cook, you signed the deed conveying the
8 property to Nealy, correct?

9 A: Yeah, in, in terms that she would sign it back at
10 my request.

11 Q: And you caused that deed to be recorded?

12 A: Yes. I paid for it.

13 Q: Okay. And you didn't pay her any money to hold
14 on to that property for you, correct?

15 A: No, sir. It wouldn't cost her nothing to hold on
16 to. I was going to pay taxes.

17 Q: Okay. And ---

18 A: And it was a address for the tax notice to come
19 to my house.

20 Q: And you know that once you deeded that property,
21 regardless of any kind of agreement that you had
22 with her, that she was free at that point, since
23 it was in her name, to give ---

24 A: To steal it, yeah.

25 Q: --- it away?

1 A: Steal it, yeah. She can steal it from her
2 siblings. That's what she's doing.
3 Q: So she was free to give it away, sell it, or ---
4 A: No. She wasn't free to. It breach of contract
5 if she's doing that.
6 Q: She was able to do that.
7 A: No, no. That's breach of contract and trust.
8 Q: Well, ---
9 A: Breach of trust, let's put it that way.
10 Q: Let me give you an example.
11 A: Breach of trust:
12 Q: Well, let me back-up. Once it's in her name and
13 there are no other kind of side agreements or
14 anything like that, ---
15 A: There was side agreements. That's where you're
16 wrong.
17 Q: Assuming there weren't.
18 A: Don't assume. Let's say there was side
19 agreements.
20 Q: Assume there weren't.
21 A: Was no assuming.
22 Q: Let me ask you the question this way then.
23 A: Was you there?
24 Q: If I gave you ---
25 A: There was no assuming.

1 Q: If you gave me a hundred dollar bill and said,
2 "Mr. Thompson, hold on to that for me. I want to
3 get it back from you. I want you to hold on to
4 it," I could lose it, right?
5 A: Yeah. You could lie and say you lose it, spend
6 it on a, whatever you want to spend it on.
7 Q: Somebody could hold me up and steal it from me,
8 right?
9 A: That's what they did with this. Yeah, I
10 understand what you're saying.
11 Q: And I could spend it if I wanted to, right?
12 A: Yeah, if you was a crook.
13 Q: So that's a danger whenever you give somebody
14 that, is that they'll do with it what they want
15 to, right?
16 A: Right. You can't trust anyone. I've learned
17 that.
18 Q: Okay.
19 A: I can't trust my daughter, anyway.
20 Q: And nobody forced you to deed this property to
21 her, correct?
22 A: Nobody forced me to. It's just, like I say,
23 that's my onliest daughter, and if you can't
24 trust your daughter, who can you trust? I
25 entrusted my son. He done what he supposed to

1 do. I told my son, "Just, I ain't going to ask
2 you to just deed it back to me. Just put your
3 name on it, leave my name on it, something
4 happens to you, you know, the children, the other
5 children will have a right to go down there and
6 fish, do what they want, go in the woods,"
7 because you don't go on anybody's property no
8 more. If you don't own it, you don't go on it.
9 You go to jail.

10 Q: And this deed where you deeded her the property,
11 if somebody doesn't know about any kind of side
12 agreement y'all got, they would think that she
13 owned it outright by just looking at the deed,
14 right?

15 A: No, they knew. My son knew, Robin Ciacco knew,
16 my wife knew, she knew, and then eventually he
17 found out.

18 Q: How about everybody else that didn't know about
19 that little side agreement?

20 A: Everybody else didn't have no business knowing
21 about it.

22 Q: Well, it was a public record. The whole world
23 knew about it once you got it recorded.

24 A: Yeah. Everybody goes to the courthouse and goes
25 through your records every day.

1 Q: So everybody else would think that she owned it
2 outright just by looking at the deed, right?

3 A: (No response.)

4 Q: It that a yes or a no?

5 A: No.

6 Q: Why not?

7 A: Because she knew better.

8 Q: How about other people over there looking at the
9 public records, would they know about it?

10 A: They know better.

11 Q: They would know better?

12 A: If I was in my right mind, do you, or you or
13 anybody, would you give \$160,000 and you, two
14 months in, then cut in two, still don't know, I
15 could die at any time, okay? I got MRSA staph on
16 this plate that my pelvis is built out of. The
17 doctor can't take it out. I'm at the mercies of
18 God. My guts could loop up at any time, turn to
19 gangrene. I might fall dead before I leave this
20 office. You would think that anybody that's in
21 halfway mind would give their sons, their sons
22 and their handicapped children that kind of money
23 to college scholars? I don't think so. You
24 don't have to think hard on that, do you? You
25 don't have to think hard on that at all.

1 Q: That never happens?

2 A: No. That did happen, but it was in trust. It
3 was in trust.

4 Q: Nealy is going to testify, and you've heard her
5 testify in a deposition, that she didn't know
6 anything about this.

7 A: Huh-uh (negative response). Nah, she didn't know
8 nothing about it till Jarrett ---

9 Q: Assuming she didn't know anything about it ---

10 A: Till Jarrett said he didn't know nothing about
11 it, he found it on the Internet, laugh.

12 Q: Assuming she didn't know anything about it, it
13 would have been reasonable for her to expect it
14 to be hers, wouldn't it?

15 A: No, because she was understood, she was, she was
16 discussed on this.

17 Q: And by signing that deed, you gave up all your
18 rights to that property, correct?

19 A: I found out what kind of daughter I had and,
20 definitely, what kind of son-in-law I had.

21 Q: By signing that deed, you gave up all your rights
22 to that property, didn't you?

23 A: No. I give up my handicapped children's rights
24 in trust to her. She is doing it to them, not
25 me. I have my home. It's paid for, you know. I

1 have my home. All I have lost in this is the
2 \$160,000, which is the handicapped siblings'
3 future, plus my health. Like I say, I could fall
4 dead before I leave your office here today. The
5 doctors has promised me.

6 Q: So any interest ---

7 A: And it all leads to this, what she's holding,
8 what she's holding.

9 Q: Any interest you had in that property, you gave
10 it up whenever you signed the deed ---

11 A: No. I didn't give it up. I give it in honor of
12 trust and, not contract but breach of trust with
13 my own daughter.

14 Q: And the reason why you ---

15 A: Just like I said a while ago, if I tell my son,
16 "Go out there and rake those leaves in the front
17 yard," if he don't go rake the leaves in the
18 front yard, he has breached my trust.

19 Q: And the reason why you conveyed the property to
20 your daughter, both pieces, as a matter of fact,
21 the one of Kenneth's too, was to get around the
22 Social Security requirements, correct?

23 A: Yeah. If I had to pay it back, I was willing to
24 pay it or if the wife had to pay it back, we'd
25 pay it back.

1 Q: But it was to get around those Social Security
2 requirements, ---

3 A: No.

4 Q: --- correct?

5 A: That was, that was Social Security, SSI's
6 request, "Get it out your name." We done as we
7 was required.

8 Q: You don't know what they requested because you
9 weren't there, right?

10 A: Just wait and question her about that then.
11 Right, I know nothing about that.

12 Q: So you conveyed ---

13 A: Just keep your mouth off of that.

14 Q: So you conveyed the property to get around the
15 Social Security requirements, right?

16 A: No, I didn't.

17 MR. LONG: ASKED AND ANSWERED.

18 A: No, I didn't.

19 Q: Why did you convey the property then?

20 A: I conveyed the property -- Rephrase your question
21 again.

22 Q: Why did you convey the property to Nealy?

23 A: Breach of trust, that she would sign it back if
24 we had to pay it back rather than lose the
25 children's future. I'd rather pay it back

1 monthly than to lose \$200,000 and me laying up
2 disabled, paying on a home that I wasn't able to
3 pay for and it was all tied up in this piece of
4 property.

5 Q: So it was to mislead Social Security into
6 believing you didn't own property?

7 A: No. It wasn't to mislead Social Security. They
8 said, "Get it out your name."

9 Q: You don't know that. You don't know what they
10 said, do you?

11 A: Well, like I said, just ask her about that then.
12 My name's not on that at all.

13 Q: And the transfer of the property, it didn't work,
14 correct, because you weren't able to get benefits
15 and you had to pay money back, correct?

16 A: Yeah.

17 MR. THOMPSON: I THINK THAT'S ALL THE
18 QUESTIONS I HAVE OF THIS
19 WITNESS AT THIS TIME.

20 THE COURT: MR. LONG, ANYTHING ON
21 REDIRECT?

22 MR. LONG: YES, SIR.

23 RE-DIRECT EXAMINATION

24 BY MR. LONG:

25 Q: Mr. Cook, when Mr. Thompson started asking you

1 some questions, talked about prior lawsuits, is
2 it possible you didn't understand what he was
3 talking about between civil lawsuits versus
4 magistrate lawsuits?

5 A: That's what I was trying to tell him a while ago.
6 I did not understand what he was saying. Yes, I
7 got two people right now that I have actions took
8 against to pay me or my company back, which my
9 son operates now, to recoup my funds, and that's
10 what I told him plainly that day. He didn't put
11 that in there, I don't reckon, though. He knew
12 that would be a plus for me.

13 Q: Were you trying to mislead Mr. Thompson in any
14 way when he asked you that question?

15 A: No, sir, no, sir. I've had to take out many
16 actions against people. I've had a business for
17 35 years, I'm -- 39. I started work at 15. I
18 had to take out several actions against people to
19 collect my money, and I'm sure he has, too. I'm
20 sure he has, too, if he'd tell the truth about it
21 ---

22 Q: Well, let's just stick to me asking you
23 questions. And most of those transactions, they
24 were mechanic's liens?

25 A: Just mechanic's liens.

1 Q: That's kind of the nature of your business, isn't
2 it?

3 A: That's it. That's it. It wasn't law, civil
4 suits, suing you for your shoes off your feet or
5 suing you for your property or nothing like that,
6 no.

7 Q: And your prior criminal charges that he brought
8 up, was it possible you were confused between
9 what they call convictions and what they called
10 charges, you were charged with it; were you
11 trying to mislead Mr. Thompson in any way in what
12 your prior criminal history is?

13 A: No, sir. I was charged with that misdemeanor. I
14 was charged with simple possession 15, 18 years
15 ago, and that was ---

16 Q: Well, let me stop you right there.

17 A: --- dropped off my record because I went through,
18 my first and last time, I went through the
19 program.

20 Q: But your prior civil actions, criminal charges,
21 that has nothing to do with this case that we're
22 talking about here today, ---

23 A: None whatsoever.

24 Q: --- does it? It's got nothing to do with you
25 entrusting that property with Nealy, does it?

1 A: None whatsoever.

2 Q: And your children, Joseph, you said that he is

3 employed, but isn't it true that he just changes

4 tires and does oil changes, real simple, menial

5 tasks?

6 A: Yes. He's not, his mental capabilities, like I

7 said before, he's ---

8 Q: And is it true that you and your wife send him

9 money occasionally?

10 A: Sent him money last week.

11 Q: Is that because he can't make enough to get by

12 on?

13 A: Exactly.

14 Q: And Trent, you testified he did graduate from

15 high school this year, and he does have a

16 driver's permit. Would you ride with him?

17 A: I'm, I ride with him. I'm the onliest one to

18 ride with him. I'll let him drive me, but it's

19 ---

20 Q: Is it a little fearful?

21 A: It's very fearful. He'll mash the gas or the

22 brakes, brakes or the gas or right to the left,

23 left to the right.

24 Q: In your opinion, ---

25 A: He never looks at a speedometer.

1 Q: Would he drive safe enough to where he could be
2 employed for driving?
3 A: No, no. Trent wouldn't make it three miles from
4 the house by his self.
5 Q: And Andrew, is it safe to say that he's in
6 constant trouble?
7 A: He's trouble. He's trouble. He's, he's got no,
8 no -- He's ADH, ain't he, ADH? But he has no
9 mental, well, physical problems. He thinks he's
10 smarter than you, which is an attorney, thinks he
11 can outsmart you. He can steal from you. He can
12 tell you what he wants you, what he wants to tell
13 you and get away with it. DJJ took a hold of him
14 six or seven years ago, and every time he comes
15 home, he'll threaten a teacher's life or a
16 principal's life, a student's life, carry knives
17 on school property. He's done all those things,
18 stole from the teachers.
19 Q: So is it safe to say, in the future, he's
20 probably going to have some more legal problems
21 that will prevent him ---
22 A: He just got out ---
23 Q: --- from having a full-time job?
24 A: --- of prison a couple of weeks ago, yeah, and
25 three months before that, he just got out of

1 jail.
2 Q: And Steven, he's in tenth grade at Aynor. He
3 can't ride a horse, ---
4 A: No.
5 Q: --- can he?
6 A: No. You, you can put him up on him, and he'll
7 hold on to the mane. You have to stand beside
8 him and hold him. He feels like it's, you know,
9 a -- It's a challenge for him.
10 Q: And he's been called names at Aynor High School?
11 A: Yes, T. Rex and all kinds of different things.
12 Q: Why would they ---
13 A: The boy has a lot of anger ---
14 Q: --- describe him as T. Rex ---
15 A: --- that's built up in him.
16 Q: Why would they describe him as T. Rex?
17 MR. THOMPSON: OBJECTION.
18 A: Because his arms is, ---
19 MR. THOMPSON: HEARSAY.
20 A: --- is right up to his chest.
21 Q: I'll rephrase the question. Describe his
22 physical appearance, if you would.
23 A: His fingers, I can't even bend mine -- they
24 drew over. His hands is on the side of his
25 arms. We've had two surgeries, one on each arm,

1 whenever he was one year old and two year old,
2 and this bone here has never growed. This one
3 bone is still two to two and a half inches long,
4 and all his forearm is the length of mine, so
5 that's all he has, and then his wrist is here,
6 and his hands is turned facing him, because the
7 ligaments and tendons is not long enough to
8 sustain his wrist location to stay back, because
9 he has only one bone in here. He has a very rare
10 disease, and he can't wipe his self. He can't
11 snap his pants. He can't zip his pants. He
12 can't tie his shoes. He ---

13 Q: Mr. Thompson asked you or stated that Steven
14 played drums, tried to play drums. Did he have
15 much of a chance to be successful?

16 A: No. He hid behind the curtain. He hid behind
17 the curtain, didn't even see him. He want, like
18 I say, he tries. He wants to be like the rest,
19 but he can't.

20 Q: And you testified that you used your residence as
21 part of the collateral to purchase this subject
22 property; is that correct?

23 A: Yeah. And he's trying to make it sound like I
24 did it to give to these college scholars, and
25 that is ludicrous. That is unthinkable.

1 Q: So explain to me why it would be ludicrous for
2 you to use your house as collateral to give that
3 land, to end up giving the land to Nealy.

4 A: To Nealy, she's high school scholar, and he's
5 been three times. My children's not even high
6 school material. These are out of the woods, and
7 anytime you adopt a child, you know, there's
8 something wrong there within the parenthood,
9 which is their parents, and their parents has had
10 13, 12 or 13 children. They have nary a one of
11 them. We have four of them, and they're all
12 basically like their parents. They, you know,
13 he, he was unfortunate that he's got the, the
14 handicap disability from it, because, I guess,
15 malnutrition while his mama was conceiving him.
16 The others is just flat out like their parents,
17 just ground up in here, you know. They just,
18 they don't, they don't have no ability to, in, in
19 mental and physical, mental and physical mostly,
20 but I've stuck by them.

21 Q: Did you ask for the property back from Nealy
22 simply because you were mad at her and Jarrett?

23 A: No, sir. It was understood that she'd give it
24 back at my request if we had to pay the money
25 back, just like Kenneth did.

1 Q: Your request to transfer the property back to
2 you, did it have anything to do with the shooting
3 of the refrigerator?
4 A: No, sir.
5 Q: And the incident surrounding that refrigerator?
6 A: No, sir.
7 Q: Were those two completely separate issues?
8 A: No, sir. If it was, I'd have went right on up to
9 Charleston and I'd shot him. Why would I shoot
10 my refrigerator? I'd have went to him.
11 Q: And you testified that Nealy went online, on the
12 computer, and changed the address for the
13 property taxes; is that correct?
14 A: Yes, sir. And I didn't know that until I didn't
15 never get the property notice the second or third
16 year, and it was the third, third year, actually,
17 and called down there, and they said that
18 property had been conveyed, the address had been
19 conveyed into her name.
20 Q: Did you intend to continue to pay the taxes on
21 that property?
22 A: Yes, sir.
23 Q: And you testified, you said, quote, "Not in our
24 agreement," what was your agreement with Nealy?
25 A: Our agreement was that she'd just put it in her

1 name and if, because that was SSI's request, that
2 we had too much in our name, they may be able to
3 help us if we get it out of our name, and like I
4 say, this piece of property here is actually the
5 one I'm paying back for, because the piece of
6 property he's got, I've had for almost 20 years.

7 Q: You're talking about Kenneth?

8 A: Kenneth's, almost 20 years. I had just got this
9 property prior to whenever they sent me that,
10 sent Lynn the letter saying that the children --
11 Like I say, my name ain't on none of that
12 nowheres. I ain't obligated to pay back nothing.
13 And that property, they'd never said anything
14 about. Whenever I bought this other piece of
15 property, like I say, it like threw up a red
16 flag, "You own too much." So that piece of
17 property, we only had months, a year at the most.
18 I don't believe it was even a year whenever they
19 notified us, them wanting us to pay back \$40,000,
20 and that was their mistake. That was their
21 mistake. That was not my mistake or Lynn's
22 mistake.

23 Q: That's all the questions I have. Thank you.

24 A: And so we, we been paying it back.

25 THE COURT:

MR. THOMPSON?

1 MR. THOMPSON: I DON'T HAVE ANYTHING.
2 The Court: It's about five to 12..
3 Let's take a break. We'll be back in maybe ten
4 minutes.

5 *****OFF THE RECORD*****

6 (ON THE RECORD)

7 The Court: I'll call us back to order,
8 and Mr. Long, if you'll call your next witness.

9 Mr. Long: Thank you. I call the next
10 witness, Lynn Cook.

11 The Court: All right. Ms. Cook, the
12 court reporter will swear you in.

13 AT THIS TIME, LYNN S. COOK, HAVING BEEN CALLED TO THE
14 STAND, WAS DULY SWORN AND TESTIFIED AS FOLLOWS:

15 DIRECT EXAMINATION

16 BY MR. LONG:

17 Q: Ms. Cook; you're married to Monroe Cook; is that
18 correct?

19 A: That's correct.

20 Q: How long have y'all been married?

21 A: February will be 31 years.

22 Q: And what's your education?

23 A: 11th grade, GED.

24 Q: And do you work outside the home?

25 A: I do not.

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1 Q: I know you have your hands full.

2 A: I have, I have worked outside the home.

3 Q: When is the last time you worked outside the
4 home?

5 A: 2001 or 2003, I worked with the school district.

6 Q: What did you do at the school district?

7 A: Bus driver and aide in the office or in the
8 classroom.

9 Q: But you have your hands full at home; isn't that
10 correct?

11 A: Yes.

12 Q: Let's talk about your children. Monroe has
13 already testified as to -- Kenneth and Nealy are
14 your biological children, correct?

15 A: Correct.

16 Q: And then you have Joseph and then Andrew, Trent,
17 Steven, and Kayla, all five of those children
18 were adopted; is that right?

19 A: That's right.

20 Q: If you would, describe to me, Kenneth, his job
21 and his earning potential. What does he do now?

22 A: He takes care of his dad's business.

23 Q: And is he self-sufficient, he can earn his own
24 way?

25 A: Yeah.

1 Q: And Nealy, is she self-sufficient?

2 A: Yeah.

3 Q: What about Joseph?

4 A: He doesn't, he doesn't currently have a job. He
5 changed oil and tires. That's about all he knew
6 how to do. He's a little, he has a learning
7 disability, has, has a little bit of learning
8 disability, and he's ADHD.

9 Q: Do you have to give him money from time to time?

10 A: From time to time, they call and ask for it, and
11 if we have it, one of us will send it to him.

12 Q: Where does he live?

13 A: He lives in North Carolina with his wife's
14 father.

15 Q: Can he not afford his own place?

16 A: No, they can't.

17 Q: And then you have Andrew. Tell me about Andrew.

18 A: Andrew is, he's been in trouble since about the
19 fourth grade. He started getting in trouble at
20 school. He's been in several different
21 placements, as far as like residential
22 placements. DJJ got a hold to it and put him
23 through different treatment centers. He's ADD,
24 has bipolar, a little bit of bipolar,
25 oppositional defiance disorder, and he's had, you

1 know, just a lot of problems.

2 Q: Does that affect his earning potential?

3 A: Yeah. He's, Andrew does what Andrew thinks is
4 right, and he, if he sees something and he wants
5 it, he takes it, and he'll look at you with a
6 straight face and tell you he didn't take it.
7 He's more like a compulsive liar, compulsive
8 theft. He could walk in Wal-Mart and put on a
9 pair of shoes and walk back out and then go back
10 in and get his other shoes. You know, he's got
11 caught a couple times for different things and
12 spent some time in jail for it, and ---

13 Q: Has he ever been psychologically tested to show
14 that it's a mental problem that he has?

15 A: He has. He has. He's been tested several times
16 with Dr. West in Florence and through the school
17 district and through DJJ.

18 Q: And Trent, describe to The Court, if you will,
19 Trent's condition.

20 A: He has a learning disability, dyslexia, speech
21 impediment. He can speak better now than what he
22 could when he was little. There's a lot of
23 things that he can't say. You really have to
24 listen. But he does a lot of things backwards.

25 Q: What do you mean by that?

1 A: Well, you may tell him to go put something up in
2 the right-hand place, and he'll put it in the
3 left-hand place. When he writes, sometimes he
4 writes some of his letters backwards, and when
5 you tell him -- You can tell him to do one, you
6 have to tell him to do one thing at a time and
7 then, so he can understand, and like, "Go feed
8 and water the horses," and he goes to feed and
9 water the horses, you know, and you might want to
10 go out there a little while later to make sure
11 he's done both of them because he may forget, he
12 may feed them, but then he may forget to water
13 them, and he's quick to forget.

14 Q: Have you ridden with him in a car ---

15 A: Yes.

16 Q: --- when he's driving?

17 A: Yeah.

18 Q: And describe that to The Court.

19 A: It's scary. He -- It's going to be hard for him
20 to get his license, I believe. It took him a
21 while to get his permit, but he's not -- He
22 doesn't pay attention. He doesn't focus. He
23 like zones out when you're going down the road,
24 and he'll just be in the center of the road or
25 he'll be going 70 miles an hour and you'll have

1 to tell him, "Slow down. Look at the
2 speedometer," you know, "Pay attention." He
3 doesn't focus.

4 Q: Does he work?

5 A: He helps Kenneth a little bit.

6 Q: What's his main role when he helps Kenneth?

7 A: Pick up tools, put up tools. That's basically
8 it. I mean, he doesn't really know how to do
9 mechanic work.

10 Q: Based on your opinion, do you think he has a
11 limited potential for earning capability?

12 A: Yes.

13 Q: And Steven, describe Steven and his physical
14 ailments.

15 A: Steven was five pounds, six ounces when he came
16 to us. He has thrombocytopenia-absent radius,
17 which is TAR syndrome, which was, he has low
18 platelets at times. His forearm is the regular
19 length, his -- or this part of his arm is the
20 regular length. This part of his arm ---

21 Q: You're saying the upper arm?

22 A: Upper arm is regular length. This part of the
23 arm, lower arm, is short, and his hands are
24 turned in. We've had two wrist centralizations
25 done on him to try to straighten his arms, his

1 hands.

2 Q: Sorry to interrupt, but are both arms short?

3 A: Both arms, both arms are the same. One is
4 actually a little bit shorter than the other.
5 And his fingers are turned, you know, like this.
6 So when he writes, he has to write like, you
7 know, he has to form his own way of writing.

8 Q: What kind of difficulties does that render him in
9 daily life?

10 A: He, you know, he, he has to take school at his
11 own pace. He's in a self-contained class. He,
12 he has to, they have to work with him. They have
13 to give him a little extra time. He, he can't
14 open a can, you know, because of his hands, he
15 can't open a can. Usually, a bottle, it's hard
16 for him to undo a bottle because his hands
17 doesn't work like ours.

18 He has to be bathed. If he goes to the
19 bathroom and, you know, you have to go in and you
20 have to clean him because he can't, he doesn't
21 have the reach capacity, and so then if he does
22 it at school, you know, he just does it, pulls
23 his pants up and comes home, and you know, then
24 he's got, you know when he comes home if he's
25 done it or not because he's got that smell, and

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1 then he's got people around him that call him
2 names because of that and because of the way he
3 looks.

4 Q: You think he's going to have limited earning
5 potential in the future?

6 A: He, he will. He has a very hard time, struggling
7 because he wants to be like other people. He
8 wants to have a girlfriend, and you know, a lot
9 of people shy away from people because of the way
10 they look, and he gets very angry, and you know,
11 he'll say, "Well, I'm just going to go outside
12 and kill myself," and that, that bothers me
13 because I'm afraid, you know, he could actually
14 get, with the mindset he has, you know, he might
15 actually do something.

16 Q: And what's your relationship with Kayla?

17 A: I have not seen her since 2008.

18 Q: Well, let's talk about the 18.78 acres that were
19 purchased that we're here today in litigation
20 over. Were you involved with Monroe looking for
21 a piece of property?

22 A: He was looking. I knew he was looking, that he
23 was looking.

24 Q: Did y'all have discussions about why a piece of
25 property would be purchased?

1 A: Yeah.

2 Q: What was your understanding about the reasons for
3 buying the piece of property?

4 A: Where they would, where the children would have,
5 handicapped children that wouldn't have an
6 education or maybe not be able to finish school
7 would be able to have some sort of employment,
8 you know, even if it's picking up trash, you
9 know, he'd put a little drag strip on there.
10 They could manage that, sweep, pick up trash, you
11 know, collect tickets. We could go behind them
12 and make sure that everything was done and they
13 would benefit from it.

14 Q: How long has that been a concern of yours?

15 A: A concern for -- It's been a long time, because
16 when, when they first come to us, Trent was
17 failure to thrive. He was very small. He was
18 three years old, and he was very small. He
19 picked up lint, carpet, carpet lint, and he would
20 eat carpet lint and just anything. If you left
21 something out, he would eat it and not know if it
22 would make him sick or not. And we knew Steven
23 would have problems.

24 Andrew was kind of in the middle. We
25 didn't really know right then, because he was

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1 only two, you know, what, because he didn't have
2 a speech problem. Trent had a speech problem,
3 and you couldn't understand him at that age. So
4 Andrew, we really didn't know what concerns we'd
5 have with him. And with Kayla, she seemed to be,
6 you know, okay.

7 Q: And were the children receiving SSI?

8 A: When they came into foster care, we received
9 adoption subsidy for each child.

10 Q: Do you remember how much that was for?

11 A: It was three thirty-two or three thirty-nine, and
12 then the SSI for the two children was like 300,
13 around 300 and some dollars for the two children.

14 Q: Once you adopted them, did they lose that 332,
15 \$339 benefit ---

16 A: No, no.

17 Q: They still kept ---

18 A: They, they still kept that, until they were,
19 until they -- as long as they were in school or
20 if they left home.

21 Q: After y'all bought the subject piece of property,
22 you ran into problems with SSI; is that correct?

23 A: Yes.

24 Q: Could you describe to The Court what happened?

25 A: After we bought the piece of property, they had

1 -- Well, when Monroe had gotten hurt, we were
2 still getting SSI, everything. It was along the
3 end of '07, and I had to reapply, because every
4 so often they review it, you fill out your review
5 form and you send it in, and then, in February,
6 when he got the property, after he got the
7 property, it kind of, they sent me a note saying
8 that I needed to come in, that, you know, to talk
9 to somebody because we had too much assets.

10 So when, when I went in, I talked with
11 the lady, and she pointed out everything and
12 said, you know, "This, this is too much. This is
13 too much," you know, "You have too much to be
14 able to continue drawing SSI for the children."
15 So she said, you know, "You're either going to
16 have to sell it or, you know, do something with
17 it." So, you know, that's when we decided to go
18 ahead and put a piece in Kenneth's name.

19 Q: Did you ever know that that would be a problem,
20 to receive ---

21 A: No, not ---

22 Q: --- SSI, if y'all bought that property?

23 A: Not to begin with.

24 Q: When you talked to -- You say you talked to
25 Kenneth about transferring the property into his

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1 name?
2 A: Yeah.
3 Q: When you did that, was it ever your intention to
4 defraud the government?
5 A: No.
6 Q: Why did you think it necessary to transfer the
7 property to Kenneth?
8 A: So the children could continue drawing SSI.
9 Q: Were you led to believe that from Social
10 Security?
11 A: Yes. And they couldn't, naturally, tell me,
12 "You, you," you know, "You can do this, and you
13 can do that," but, or, or, "Go and sell this,"
14 or, "Go and turn this over," but she kind of give
15 me a guideline of what, you know, I could do.
16 Q: Is it safe to say it was kind of a wink and a
17 nod, "This is what you need to do"?
18 A: Yeah.
19 Q: And so y'all had three pieces, at that time, you
20 and Monroe had three pieces of property in your
21 name; is that right?
22 A: Yes.
23 Q: Your house, the 14 acres that Kenneth lived on?
24 A: Yes.
25 Q: And then the 18.78 acres that we're here talking

1 about today, right?

2 A: Yes.

3 Q: So did you first, you went to Kenneth to talk to
4 him about transferring property?

5 A: Yes.

6 Q: Did y'all have a conversation about the transfer?

7 A: Yes. I told him that, you know, the kids were
8 drawing SSI and that to be able, or for them to
9 continue drawing SSI, I needed to put the land in
10 his name. So, did that, went and reapplied back
11 at SSI, ---

12 Q: Let me slow up a little bit. So you're stating
13 that you explained the whole situation to
14 Kenneth, as far as why you needed to transfer the
15 property to him?

16 A: Yes.

17 Q: And did Kenneth agree to receive the property?

18 A: Yes.

19 Q: At the time that you transferred the property to
20 Kenneth, did you mention that some day you might
21 want the property back?

22 A: Yes, he knew.

23 Q: He knew?

24 A: Yeah. We talked about it.

25 Q: All right. And so did you go -- You said you

1 went to Robin Ciacco?

2 A: Yes.

3 Q: And you and Monroe or Monroe transferred the

4 property to Kenneth; is that right?

5 A: Yes. I think it was both of us, or it might've

6 just been him.

7 MR. COOK: IT WAS BOTH OF US.

8 Q: Show you ---

9 MR. COOK: NO, ME AND HIM WENT.

10 Q: --- Exhibit 4. Does that look like the paperwork

11 that was drawn up by Robin Ciacco?

12 A: Yeah, that's it. Yeah, that's it.

13 Q: And that was from Monroe ---

14 A: Monroe.

15 Q: --- to Kenneth for five dollars; ---

16 A: Yes.

17 Q: --- is that correct? And that was executed on

18 March 20th, 2008?

19 A: Yes.

20 Q: So after you transferred the piece of property,

21 or excuse me, after Monroe transferred the piece

22 of property to Kenneth, you stated that you

23 reapplied to SSI?

24 A: Yes.

25 Q: Do you remember approximately what month, year

1 that was?

2 A: It was after, it was right after he signed it
3 over, and it was March, let's see, April, April
4 or May, I think, ---

5 Q: Of 2008?

6 A: Of 2008, I reapplied.

7 Q: And what was the result of that reapplication?

8 A: We were denied again because we still had too
9 much property in our name.

10 Q: Did the Social Security people give you any
11 advice at that time?

12 A: The same that, the same lady that I'd talked with
13 before was the one that had my file, and it was
14 basically, "You still have too much in your
15 name," you know, "for them to get SSI."

16 Q: So what did you do after that?

17 A: Talked with Monroe about doing the, the land that
18 we just bought, about signing it over, and to
19 sign it over to Nealy or to sign it over to
20 Kenneth. Well, Kenneth already had a piece, so
21 to sign it over to Nealy.

22 Q: Was it your intention to sign it over to Nealy on
23 a permanent basis?

24 A: No.

25 Q: Did you discuss with Nealy the possible transfer?

1 A: We talked about it on the phone.
2 Q: Do you remember if your conversation with Nealy
3 was similar to the conversation you had with
4 Kenneth?
5 A: Yes.
6 Q: And ---
7 A: She knew about the SSI.
8 Q: And if you would, explain to the best of your
9 recollection what you told Nealy.
10 A: Just basically that the boys wouldn't be able to
11 get their SSI because we have too much property.
12 Q: Were you talking to her face-to-face or over the
13 phone?
14 A: I talked to her over the phone.
15 Q: And was it your perception that she understood
16 what you were saying?
17 A: Yes.
18 Q: And did she agree to accept the property?
19 A: Yes.
20 Q: And based on what she said, did you and Monroe
21 transfer the property to Nealy?
22 A: Yes.
23 Q: I'll show you Exhibit 2. Is that the document
24 that was executed at Robin Ciacco's office?
25 A: Yes, that's it.

1 Q: Do you remember approximately how long before
2 this was executed that you talked to Nealy about
3 the transfer?

4 A: It was in June or July, June or July. I'm not
5 for sure.

6 Q: And then this was transferred August 28th, 2008,
7 correct?

8 A: Yes.

9 Q: About a month or two months before this was
10 executed, did you explain to Nealy why you were
11 transferring the property to her?

12 A: Yes.

13 Q: Did you explain to her that it was not meant to
14 be a permanent transfer?

15 A: Yes.

16 Q: Do you remember what words you used?

17 A: Just that at some point in time, you know, we
18 want to get it back for the children, you know,
19 to be able to have it for their future.

20 Q: So after you transferred it to Nealy, did that
21 cure the problems that you had with SSI?

22 A: No, still had -- They sent me a letter saying
23 that we had to pay back \$20,000 per child.

24 Q: So that would be a total of \$40,000?

25 A: Yes.

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1 Q: Have you paid that all back yet?

2 A: Not all back. I'm down to about \$13,000, I
3 think.

4 Q: Are you making monthly payments?

5 A: Making monthly payments, and if I can't make it
6 that month, then I call them and let them know,
7 and then I'll just pay extra the next month.

8 Q: So after you found out you were going to have to
9 pay back the \$40,000, did you then go back to
10 Kenneth and ask him to reconvey the property
11 back?

12 A: Yes. When we, when I found out that we, you
13 know, it wasn't going to help, I asked him to, or
14 actually told his dad, you know, that, "It's not
15 going to," you know, "They're not going to be
16 able to get SSI," so, you know, he needs to just
17 go ahead and get his, get it signed back over.

18 Q: And then Kenneth did sign over his interest to
19 Monroe and himself; is that correct?

20 A: Yes, that's correct.

21 Q: I'll show you Exhibit 5. Does that look like the
22 paperwork that was signed, executed by Kenneth,
23 to ---

24 A: Yes.

25 Q: --- sign the property back over to Monroe and

1 himself?

2 A: Yeah.

3 Q: And then did you go to Nealy and ask her to
4 reconvey the property back to you and Monroe?

5 A: I talked to her on the phone.

6 Q: Do you remember approximately what date that was?

7 A: It was, I want to say, between July and September
8 of '09.

9 Q: And what was your, based on what she said, what
10 was your impression of her intentions?

11 A: She wasn't going to sign it back over right now.
12 First of all, she'd think about it, and then when
13 I talked to her again and I asked her to please
14 sign it back, she said she'd think about it, and
15 then the next time I talked with her, it was,
16 "No."

17 Q: Did she give a reason why she refused to sign it?

18 A: Just that, you know, -- Not really, she just
19 said, "No."

20 MR. COOK: YOU DO KNOW WHY. TELL THE
21 TRUTH.

22 Q: After you signed it over to Nealy originally, did
23 you and Monroe pay taxes on it?

24 A: We paid taxes on it, but when you're talking
25 about -- Explain yourself about the question

1 before that. Rephrase that, when I talked with
2 Nealy on the phone.

3 Q: What did you gather from the conversation about
4 her intentions?

5 MR. COOK: WOULD SHE COME BACK HOME

6 ---

7 A: The first ---

8 THE COURT: MR. COOK, YOU'RE NOT UNDER
9 OATH NOW. YOU'RE NOT ON
10 THE STAND NOW. SO, PLEASE,
11 I ADMONISH YOU NOT TO SAY
12 ANYTHING.

13 MR. COOK: IT'S BEEN OVER THREE YEARS

14 ---

15 THE COURT: JUST DON'T SAY ANYTHING.

16 A: The first couple of times, you know, the first
17 time, you know, she said she'd think about it,
18 and then when I talked with her and then she
19 said, "No," and I just asked her to please sign
20 it back over, and it was -- we were having
21 problems, and it was, "No," you know, "If you go
22 back home," or whatever, you know, "I'm not going
23 to sign it back over to you."

24 Q: Was she trying to use the property as leverage to
25 control your behavior?

1 MR. THOMPSON: OBJECTION. HE'S TRYING TO
2 GET INTO WHAT SHE WAS
3 THINKING.
4 THE COURT: I'LL SUSTAIN THAT. I THINK
5 YOU CAN JUST FACTUALLY ASK
6 HER WHAT SHE SAID AND THEN
7 WHAT HER CONDUCT, WHEN I
8 SAY, "HER," MS. COOK'S
9 CONDUCT WAS BASED ON THAT.
10 Q: What did Nealy say to you as a reason why she's
11 not going to give the property back?
12 A: If I go back to him, then I wouldn't get it back.
13 Q: And what impression did you take away from that?
14 A: That as long as I was with him, I wouldn't get it
15 back.
16 Q: And then July 29th, 2009, Monroe shot the
17 refrigerator, and does that have anything to do
18 with this property?
19 A: What do you mean?
20 Q: The fact that Monroe had the episode that he did,
21 does that have any influence over the reason why
22 you want the property transferred back into your
23 name?
24 A: No. I want the property transferred back in our
25 name so, solely for the purpose of the boys.

1 Q: Why do you think it's important to get the
2 property back for the boys?

3 A: Because they're not going to have a way to make a
4 living, make a earning for their family, if they
5 have a family one day. Joseph, right now, you
6 know, he's not, he's not working as far as I
7 know, and he has a family, and he's having to
8 live on the support of her father and then either
9 call me or his dad for money, you know, and, and
10 Trent and, you know, we have to support him. We
11 have to support Steven. Andrew's going to, you
12 know, he's going to need support.

13 Q: And based on, going back now to your
14 conversations with Nealy, did there ever come a
15 point in time where she said that she would agree
16 to transfer the property back to you both?

17 A: Yeah. At first, she, she would, she was coming,
18 she was coming to Robin Ciacco's office. She was
19 going to sign it, and then about a week later,
20 she never did show up, and that's when I asked
21 her again to please sign it back over.

22 Q: And did Robin Ciacco prepare some documents for
23 Nealy to sign?

24 A: Yes.

25 Q: Did you ask Robin Ciacco to prepare those

1 documents?
2 A: We both did.
3 Q: You and Monroe?
4 A: Yes.
5 Q: I'd like to show you Exhibit 8. Does that appear
6 to be the documentation that you presented to, or
7 that you asked Robin Ciacco to prepare?
8 A: Yeah, yeah, that's it.
9 Q: Do you recall if you had to pay for the
10 preparation of these documents?
11 A: Yes.
12 Q: Would you have asked for these documents to be
13 prepared if Nealy had not agreed to execute them?
14 A: What do you mean?
15 Q: Would you have gone to Robin Ciacco and asked her
16 to prepare these documents unless Nealy had said,
17 "Yes, I'll sign them," or you wouldn't waste your
18 money on getting these documents ---
19 A: No.
20 Q: --- drawn up ---
21 A: No.
22 Q: --- had Nealy not agreed to sign them, correct?
23 A: Right, correct.
24 Q: Sorry. I have a hard way of talking sometimes.
25 A: My brain don't work right sometimes.

1 Q: And did you have any other conversations with
2 Nealy after she refused to sign this title?

3 A: Maybe one or two, and that was it. I haven't
4 talked to her since.

5 Q: Has she ever explained why she refuses to sign
6 the documents over?

7 A: Basically, it's because I'm with him. Basically,
8 if I wasn't with him, she would probably sign it
9 back over.

10 Q: Is there anything else that I haven't asked you
11 that you would like to explain to The Court?

12 A: I don't think so.

13 Mr. Long: That's all the questions I
14 have at this time.

15 The Court: Thank you, Mr. Long. Mr.
16 Thompson?

17 CROSS EXAMINATION

18 BY MR. THOMPSON:

19 Q: Ms. Cook, how much did y'all pay for Nealy's
20 education, college education?

21 A: Nealy got scholarships and grants, and we
22 furnished her, she had three different cars, and
23 you know, she worked, and then if she needed any
24 money, we helped her out.

25 Q: She had student loans, right?

1 A: Student loans and grants, yes.
2 Q: And grants, okay.
3 A: But if she needed any money, you know, we were
4 there to, to be able to give it to her.
5 Q: Do you recall how much money you gave her?
6 A: No. I mean, just if she needed any, ---
7 Q: Did you ever give her any?
8 A: Have we ever given her any money?
9 Q: While she was in college.
10 A: While she was in college, she worked, and if, at
11 any time, if she ever needed any and, you know,
12 we'd give it to her.
13 Q: So you don't recall ---
14 A: If she asked for anything, we would've given it
15 to her.
16 Q: You don't recall giving her anything while she
17 was in college?
18 A: Just -- Not, not really.
19 Q: And you and Mr. Cook have been separated now for
20 approximately a year; is that right?
21 A: Yeah, a little, or a little over.
22 Q: Okay. Are you getting a divorce? ---
23 A: I don't know.
24 Q: Why aren't y'all living together?
25 A: Just everything that's happened, we just can't

1 get along now, I mean, you know, can't agree, and
2 so we're civil, we're civil to each other, and he
3 sees the kids, and you know, I'm staying in the
4 house and he's renting a place, and you know, I
5 help him if he needs help. He helps me if I need
6 help.

7 Q: Did you hear him testify earlier that the reason
8 why y'all were separated was because of this
9 litigation?

10 A: Yes.

11 Q: Do you agree with that?

12 A: A lot of it, yes, I do.

13 Q: So that's caused y'all to split up?

14 A: Yeah. It's had a lot to do with it, yes.

15 Q: Why is that?

16 A: It's because we entrusted something to one of our
17 children and it, she didn't give it back, and it
18 just caused a lot of problems.

19 Q: Is that the only reason y'all have separated?

20 A: What do you mean? I don't understand your
21 question.

22 Q: Is this litigation the only reason why y'all have
23 separated?

24 A: That's pretty much the main reason.

25 Q: The main reason?

1 A: Well, I mean, yeah, there's other things, but
2 this has been added to it.

3 Q: Now, you've got two children living with you,
4 correct?

5 A: Correct.

6 Q: Steven and ---

7 A: Trent.

8 Q: --- Trent. You mentioned or testified with
9 regards to the money that was received as a
10 result of having the children, and I think you
11 testified to \$332 or \$339. What was that?

12 A: Per -- It's adoption -- not adoption subsidy.
13 It's foster subsidy.

14 Q: And that was for five children?

15 A: Per child.

16 Q: And that was ---

17 A: Until they reached 18, or 21 if they were still
18 in school.

19 Q: Okay. So you had those children as foster
20 children, Joseph, '95, the other four in '96,
21 correct?

22 A: Correct.

23 Q: And so you started receiving that amount of money
24 per child back that early, '95 and '96, correct?

25 A: Correct.

1 Q: And how long did you receive that money?

2 A: Joseph, we received his, when he didn't finish
3 school, it stopped automatically. Kayla's, when
4 she left home, I called and told them that she
5 was no longer living at home, and they said,
6 "Well, if you are still supporting her, you can
7 still get it."

8 And I said, "But we're not supporting
9 her, so she's not living here anymore," so we
10 didn't, we didn't get hers anymore.

11 Q: Didn't she call them and tell them to quit
12 sending the money to y'all?

13 A: I don't know if she did or not. I called them
14 and talked to them myself.

15 Q: And the other three?

16 A: Trent, his stopped when he finished school,
17 Andrew's stopped when he didn't go to school, and
18 Steven, he still gets his, his adoption subsidy
19 because he's still in school.

20 Q: So he's still getting that?

21 A: He's still getting it.

22 Q: And it's called an adoption subsidy?

23 A: Uh-huh (affirmative response).

24 Q: Have y'all actually legally adopted them or are
25 they ---

1 A: Yes.

2 Q: Okay. When did that happen?

3 A: We got them in 1996, and we adopted them, it took
4 until 1999 to get legal adoption.

5 Q: So was it still called an adoption subsidy before
6 they were adopted?

7 A: No. It's foster care subsidy. It's what you get
8 when you're doing foster care, and then when you
9 become, when you put in for adoption for those
10 children, you get pre-adoptive, they're placed in
11 your home pre-adoptive. Even though they're
12 already in your home for foster care, it's just
13 switched over from foster care to adoptions and
14 it comes out of the adoption's fund instead of
15 foster care funds.

16 Q: Is it the same amount of money?

17 A: Yes.

18 Q: And then you testified with regard to a \$300 SSI
19 for the two children, that would be Trent and
20 Steven. That's in addition to?

21 A: Yes.

22 Q: And what is that? Explain that for me. I never
23 have understood that. What is it for?

24 A: It's like a Social Security supplemental
25 insurance. If you're -- If you have problems, if

1 the child has problems, then you put in and see
2 if you're eligible to draw it.

3 Q: And how long have those ---

4 A: And DSS actually put in for us after we got the
5 children, for SSI.

6 Q: So you've been receiving it on those two children
7 since you got them in '96?

8 A: No. It actually, in '99, we started receiving
9 it, I believe.

10 Q: Okay. And so the only money that's coming in now
11 is that \$300 for Steven and Trent; is that right?

12 A: For Steven.

13 Q: For Steven, Trent's not ---

14 A: Yeah, Trent's, he's out of school. He graduated
15 with just a certificate.

16 Q: And you don't get the 339, 332 or 399 for Steven
17 anymore?

18 A: Yes, for Steven.

19 Q: You do?

20 A: We only, I only get it for Steven.

21 Q: Okay. So that's the only two sums you're getting
22 right now, and they're both for Steven?

23 A: No, no. I get one sum for Steven, and that's
24 \$339.

25 Q: Okay. I'm sorry. You don't get the \$300 SSI ---

1 A: No.
2 Q: --- anymore?
3 A: No. He's doesn't, he's not eligible to receive
4 it.
5 Q: Got you. I just wanted to make sure I had that
6 straight.
7 A: I mean, he should be eligible to receive it, but.
8 Q: The \$40,000 that you said you got paid down to
9 what, \$13,000?
10 A: It's, the last thing, it was either 16 or 13,000,
11 somewhere between there. I want to say it's
12 leaning more between 14 and 13.
13 Q: How have you been paying for that? Where do you
14 get the money from?
15 A: I take it -- Well, I was taking it out of both of
16 their checks and ---
17 Q: Both of the children's checks?
18 A: Yeah, and paying it back.
19 Q: Has Mr. Cook helped you with any money in paying
20 that back?
21 A: Yes.
22 Q: How often does he give you money to help you with
23 that?
24 A: If I don't have the money to pay it one month and
25 I need \$50 to pay it, I'll get it from him if

1 he's got it.

2 Q: The children, you testified about them some. I
3 want to ask you a few things about them, and I
4 think we've already established that Joseph is
5 married with two children, correct?

6 A: Correct.

7 Q: Living up in North Carolina with his in-laws,
8 correct?

9 A: Correct.

10 Q: Okay. Do you know if he's working right now?

11 A: Currently, he's not working right now.

12 Q: When was his last job?

13 A: This is December. He hasn't had a job probably
14 in six months, eight months, because they called
15 us, my phone and his phone, several times to ask
16 for money.

17 Q: How about his wife, has she got a job?

18 A: No.

19 Q: Okay.

20 A: They're basically living with her father. They
21 get food stamps and Medicaid.

22 Q: Do you know why he doesn't have a job now?

23 A: Just, I guess, don't want to work.

24 Q: But he's capable of working because he had a job,
25 right?

1 A: Yeah. He can, he can do, you know, some things.

2 Q: And does he have his GED?

3 A: No. He, he -- We sent him to Job Corps, whenever
4 we found out that he was not going to graduate
5 high school, and with the intentions of him
6 getting his GED and a trade, and he got neither,
7 and that's how he met his wife now. He met her
8 up there, and she got pregnant and they moved.

9 Q: How long has he been living out of the house?
10 When did he move out?

11 A: Gosh, I don't know. He's 23. He was in Job
12 Corps when he was 18.

13 Q: About five years?

14 A: Yeah.

15 Q: And Kayla, did you know she was working at the
16 Piggly Wiggly at the Beach?

17 A: No. I've not talked with her. I don't know
18 anything about, about her, where she's at.

19 Q: Why haven't you talked with her?

20 A: She hasn't called. When she left home, she
21 hasn't called me.

22 Q: Why did she leave home?

23 A: Well, there's a couple of different reasons, and
24 those reasons are, number one, we bought and gave
25 her a car before she even got her driver's

1 license and, for her to be able to drive to
2 school, back and forth to school, and she got a
3 job and, in Aynor, after school and on weekends,
4 and during that period of time, she started
5 coming home a little bit later, later, you know,
6 or she'd call and say she was somewhere, and she
7 really wasn't at that place, and we found out
8 that she was seeing a 30 something year old man.
9 So we talked to her about it, and we'd had
10 several arguments about it, her and I, and then
11 one day, you know, I grounded her from her
12 vehicle, and I took -- I went to pick her up from
13 work, and she was gone and haven't talked to her
14 since.

15 Q: Y'all weren't able to see eye to eye, basically?

16 A: Yes.

17 Q: You're not providing her with any type of ---

18 A: No.

19 Q: And Trent still lives at home, right?

20 A: Yes.

21 Q: And he helps Mr. Cook?

22 A: He helps Kenneth.

23 Q: Helps Kenneth, okay, because ---

24 A: At -- Sometimes, not all the time but just

25 whenever Kenneth needs some more ---

1 Q: Because Kenneth doesn't work with Mr. Cook now,
2 right?
3 A: Kenneth does the work.
4 Q: Pardon?
5 A: Kenneth does the work. Kenneth does the work.
6 Q: Okay. For ---
7 A: For, for Monroe.
8 Q: --- Mr. Cook, for Monroe? They've got their shop
9 in the same place, work at the same place?
10 A: The shop's there, shop's always been there. I
11 mean, Kenneth's got a little shed at his house,
12 but he does the mechanic work.
13 Q: Where, at the shop ---
14 A: Wherever ---
15 Q: --- there at your place?
16 A: For the business. If it takes him to a field,
17 it, you know, they may call Monroe, they may call
18 Kenneth, and Kenneth goes to the job, and Trent
19 goes with him.
20 Q: And Trent can talk, he can walk?
21 A: Yeah. He can talk. He can talk. There are a
22 lot of things, like I say, he still, he has a
23 little bit of a speech impediment. He can walk.
24 Q: He can fix his own food, wash himself?
25 A: He can wash himself. He can't cook on the stove

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1 yet, but it's just a microwave dish -- Just like
2 the other day, he was supposed to warm it up for
3 20 seconds, he put it in there for two minutes,
4 and so I thought it was two minutes, because he
5 didn't read -- He has a fourth grade reading
6 level, and when he's reading, if he's reading,
7 say, in a composition book, he might have to
8 sound this word out, so it takes him a while to,
9 to figure something out.

10 Q: And he can drive?

11 A: He can somewhat drive, yes, sir.

12 Q: You don't like his driving?

13 A: I don't want to ride with him, no, sir.

14 Q: But he can drive?

15 A: Uh-huh (affirmative response).

16 Q: Okay.

17 A: I don't know how long he'll last at driving by
18 himself.

19 Q: And he can ride bikes and four-wheelers?

20 A: He don't ride four-wheelers because they've just
21 tore them all up, and the bicycle's tore up, but
22 yeah, he could ride a bicycle and he could ride a
23 four-wheeler.

24 Q: And he can ride a four-wheeler, he knows how?

25 A: Yeah.

1 Q: Have you ever known him to babysit children?

2 A: Well, I mean, he's helped out with, you know,
3 the, like Steven and Andrew and stuff, but not --
4 to go somewhere and babysit somebody's child, no.

5 Q: And he doesn't have any physical disability?

6 A: To look at him, no. He's just real small for his
7 age. He's 19, and he's not even a hundred
8 pounds.

9 Q: And Andrew, Andrew's 18 now?

10 A: Andrew's 18 now.

11 Q: And how long has he lived outside of the house?

12 A: He's been in and out. He'd come home for a few
13 months, maybe a year, and then he'd get in
14 trouble and DJJ, through DJJ, he'd have to be
15 sent off again.

16 Q: How long has he been out of your home recently?

17 A: Recently?

18 Q: When is the last time he lived at your home?

19 A: This is -- at, staying at, at, where I'm at now,
20 it had to be, this is December, it had to be
21 probably last year that he stayed, because he
22 actually, they told us that we, we had to let him
23 come back home because we were legally
24 responsible for him, and if we didn't, if we
25 didn't let him come back in the home, then we

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1 could be charged with neglect. So he stayed with
2 me probably a couple of weeks, and then he stayed
3 with him, I think it was January, February, March
4 of this year, and then he got in trouble with DJJ
5 again.

6 Q: Okay. And did you know he was living in
7 Chesterfield?

8 A: I didn't know he was living in Chesterfield. The
9 last I know where he was staying was Cheraw.

10 Q: Did you know he had a job?

11 A: No. I did not know he has a job.

12 Q: All right. On the property, February of 2007 is
13 when y'all bought the property, right, the 18.78
14 acres we're talking about here today?

15 A: Yeah, somewhere along in there.

16 Q: And then in April of 2007 is when Mr. Cook got
17 into the accident in the shop, right?

18 A: April 1st, yes.

19 Q: And he wasn't able to work, wasn't able to bring
20 in income at that time, correct?

21 A: Correct. Kenneth was doing it.

22 Q: Pardon?

23 A: Kenneth was doing it.

24 Q: Kenneth was working in ---

25 A: Yeah.

1 Q: --- the shop?

2 A: Him, him and another guy.

3 Q: And that continued on into 2008, of course, he
4 wasn't able to do that, right?

5 A: Right.

6 Q: And in 2008, you only had the two children there,
7 Trent and Steven, staying in the house at that
8 time?

9 A: Yes, because Andrew was in DJJ custody.

10 Q: And at that time, T.J., Trent, sorry, Trent and
11 Steven were both still receiving SSI income,
12 right, Social Security benefits?

13 A: In late 2007, I had to reapply.

14 Q: So they were still receiving ---

15 A: They were still receiving at that time, yeah, and
16 ---

17 Q: When did they stop receiving, when was it they
18 stopped receiving that?

19 A: I'm not, I'm not really for sure when, the date
20 that they stopped, the month and the date they
21 stopped. When I reapplied and put the, Kenneth's
22 name, signed the land over, the other piece of
23 property into Kenneth's name, and they sent a
24 letter, said we still had too much in our name,
25 and that was when I went back, and that had to do

1 with this piece of property, and so that was in
2 '08. So it had to be probably, probably around
3 the same time frame as, maybe February, March,
4 because we signed the first property over to
5 Kenneth in March, and so I went back to reapply,
6 to see if we could get SSI again for the two
7 boys, and this piece of property, they said, "You
8 still have too much in your name."

9 Q: So in order to get around that and to get the
10 benefits, y'all decided to deed the property to
11 Nealy, correct?

12 A: Correct.

13 Q: Okay. And then Social Security comes back and
14 tells you that that doesn't work, that you've got
15 to ---

16 A: We're still denied.

17 Q: --- pay benefits back?

18 A: And that we have to pay the benefits back.

19 Q: Okay. And you testified earlier, I think, it's
20 \$20,000 per child, for two children, ---

21 A: Yes.

22 Q: --- \$40,000? Now, no one at Social Security ever
23 told you to make these transfers of these
24 properties, did they?

25 A: No. She didn't tell me, "You have to do this."

1 These are some guidelines that you can go by, you
2 know, "You, you have to get rid of some of your
3 property. You have to sell it. You have to give
4 it away. You have to," you know, something like
5 that, in that order.

6 Q: So she actually told you, you had to give it
7 away?

8 A: Well, no, not give it away. It's just, "You have
9 to get rid of some of your assets."

10 So what I did is talked with him and
11 said, you know, "Well, we've got this piece of
12 property now," you know, "What, what to do with
13 it?" Well, we were going to put it in Kenneth's
14 name, but he already had a piece, so decided to
15 put it in Nealy's name.

16 Q: So am I clear that Social Security never told you
17 to transfer any property, give it away ---

18 A: Legally, she could not tell me, "You, you've got
19 to transfer that over," or, "You have to sell
20 that." She kind of gave me a guideline to go by.

21 Q: She didn't tell you to give the property away,
22 did she?

23 A: No.

24 Q: And the reason for that is, is that would be,
25 basically, illegal, trying to get around their

1 requirements by doing something like that, right?

2 A: Could be, but I wasn't -- That, that wasn't my
3 intentions. They deserved SSI, and I was trying
4 to keep them where they could have SSI.

5 Q: Now, you testified that you talked to Nealy about
6 the transfer of the property before you did it,
7 correct?

8 A: Correct.

9 Q: And if you did, which Nealy denies that, it
10 wasn't specific or in any kind of detail, was it?

11 A: It was on the phone. I told her that, about the
12 boys not being able to get SSI and that we were
13 going to put the property in her name.

14 Q: So that's pretty specific, isn't it?

15 A: To me, that's letting her know what I needed to
16 do.

17 Q: Do you remember, in your deposition, you told me
18 you didn't talk to her in specific or detail
19 about that?

20 A: I don't remember.

21 Q: Do you doubt whether you said that in your
22 deposition?

23 A: I don't know. I, I don't remember what I said in
24 my deposition. It's been, it's been a while.

25 Q: Would you like to see what you said in your

1 deposition?

2 A: Sure.

3 THE COURT:

LET THE RECORD REFLECT I'M
4 OPENING THE DEPOSITION OF
5 LYNN S. COOK, TAKEN ON
6 FRIDAY, DECEMBER THE 9TH,
7 2011. IT ALSO WAS SEALED,
8 AND I'LL UNSEAL IT AT THIS
9 TIME. I'LL HAND THE
10 ORIGINAL TO MS. COOK.

11 COURT EXHIBIT NUMBER 2

12 MARKED FOR IDENTIFICATION

13 Q: Ms. Cook, if you would, go to page 26. Are you
14 there?

15 A: Okay.

16 Q: On line three, we had been talking, and you're
17 free to look before, the page before, but we'd
18 been talking about just what I've been asking you
19 about, and I asked you, I said, "Okay. Then
20 y'all talked about that specifically?"

21 And your answer was, "Yeah. It wasn't in
22 a lot of detail."

23 A: What do you mean by that? Just if I, if I -- It
24 would be like if I would've called you and told
25 you, you know, "I've got a piece of property. I

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1 need to put it in your name," you know, "I need
2 to do it for the boys' SSI."

3 Q: You didn't talk to her in a lot of detail, did
4 you?

5 A: So that's not ---

6 Q: That's what you testified to, right?

7 A: If it's in there, I guess I did.

8 Q: Okay. And you don't recall when you talked to
9 her either, do you?

10 A: I think it was probably June, July, somewhere
11 along in there. I don't recall exactly when.

12 Q: Well, again, on line ten, the same page, I asked
13 you, "When did you talk to Nealy about that?" and
14 you said you don't recall, you don't know what
15 date or time, at that time, did you? And that
16 was a year ago when I took your deposition,
17 correct?

18 A: Correct. I'm just saying it's about around that
19 time.

20 Q: Okay. And then you called her and asked her to
21 transfer, or you say, you testify that you called
22 her and asked her to transfer the property back
23 to you in August of 2009, correct?

24 A: Correct.

25 Q: And that was because you and Monroe were having

1 problems, right?

2 A: That was one reason.

3 Q: And also because you found out that I-73, the
4 corridor, was going to be coming through that
5 property, right?

6 A: Well, I already knew that. We knew that just
7 shortly after we got the property.

8 Q: Well, let's go to page 28. Beginning on line
9 five, I asked you, "Why did you ask her to
10 transfer it back?"

11 And you said, beginning on line six,
12 "Because it wasn't hers to, I mean, it wasn't
13 hers, and she knew that. The reason why, the
14 reason why we wanted it transferred back, and
15 Monroe and I had problems," like you testified to
16 a minute ago, "and we just, we wanted to get it
17 back where everything was square one, where,"
18 beginning on line 11, "because there's a road
19 going to come through our piece of property,
20 through the state, supposedly, and we wanted to
21 be able to have everything legal and straight so,
22 when it come through, we could take that and go
23 get another piece of property."

24 A: For the children.

25 Q: So that was part of the reason, the road coming

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1 through and you and Mr. Cook were having
2 problems, right?

3 A: And the children, mainly for the children. The
4 money's not going to do me any good. The road
5 coming through's not going to do me any good. I
6 need to make sure my children have, you know, can
7 sustain, financial gain. They need to have some
8 way of making money.

9 Q: Well, how does ---

10 A: When they don't have an education.

11 Q: How is the road coming through going to be able
12 to make them make money?

13 A: It'll be the same thing. If the road come
14 through, they'd have to pay the money, and then
15 it would go to the children.

16 Q: Which children are you talking about?

17 A: We're talking about Steven, we're talking about
18 Trent, also Joseph and, if Andrew can straighten
19 up, Andrew, because they don't have a high school
20 education. They don't have -- Excuse me. Trent
21 has a certificate of completing 12, 12, years of
22 school.

23 Q: You've got another piece of property down the
24 road that's half in Kenneth's name. Why can't
25 you put a mud bog there?

1 A: Because that's right beside the house. This
2 piece of property is all alone, by itself.
3 Q: That's the only reason?
4 A: I don't want a mud bog right to the house. I
5 don't think Kenneth would want a mud bog right
6 beside his house.
7 Q: And you also wanted it transferred because you
8 and Monroe might get a divorce; isn't that right?
9 A: Yeah. All that's true. Everything's true.
10 Q: Did you pay Nealy anything for her to hold on to
11 this property for you?
12 A: No, I did not. I trusted, but I did not pay, and
13 I did not pay Kenneth anything.
14 Q: Well, he got to keep half of the property, didn't
15 he?
16 MR. COOK: AT MY DEATH.
17 A: Well, it would be at, like he said in his
18 testifying earlier, at his death, it would go to
19 him.
20 Q: Well, here's ---
21 A: It's in both of their names, I guess.
22 Q: Here's the deed, Exhibit 5, where Kenneth deeded
23 it into Kenneth's name and Mr. Cook's name,
24 Monroe's name. Does it say anything about he
25 only gets it at his death?

1 A: No. But that's, that's an understanding that we
2 have, at his death.

3 Q: You signed the deed conveying the property to
4 Nealy, correct?

5 A: Correct.

6 Q: And you caused it to be recorded in the Register
7 of Deeds office, correct?

8 A: Correct.

9 Q: Okay. And you knew that once you did that,
10 regardless of any kind of agreement you had, even
11 with the agreement, that she could sell it, give
12 it away, mortgage it, whatever she wanted to do
13 with it, didn't you?

14 A: Well, she's my daughter. I didn't think she
15 would do that.

16 Q: But you knew that she could?

17 A: There's a stipulation with just about everything,
18 that it could happen.

19 Q: And you recognized that when you deeded it to
20 her, right?

21 A: Yes. But I didn't think she would do that. I
22 entrusted her with something.

23 Q: And nobody forced you to sign that deed, did
24 they?

25 A: No.

1 Q: And that deed, without knowing about whatever
2 kind of agreement y'all had, showed everybody
3 that she owns the property outright, with no
4 strings attached, right?

5 A: If you're talking about everybody, like anybody
6 that could see it would think that it was hers,

7 ---

8 Q: Right.

9 A: --- yes. But I realize now, when we, after we,
10 shortly after we did that, not too long after we
11 did that, that when you don't have something
12 written down, you just don't go by something
13 verbally anymore because this could happen.

14 Q: And if those conversations between you and her
15 didn't occur, about why it was being transferred
16 and that type of thing, it'd be reasonable for
17 her to believe that y'all were just giving her
18 the property, wouldn't it?

19 MR. LONG: OBJECTION TO THE FORM OF
20 THE QUESTION.

21 THE COURT: I'LL ALLOW THE QUESTION.

22 A: What, what do you mean, like ---

23 Q: If Nealy had no knowledge of any type of
24 conversations that y'all had about why the
25 property was being transferred or anything like

1 that and just one day she finds out it's
2 transferred in her name, it would be reasonable
3 for her to believe that the property was hers,
4 right?

5 A: No, because she knew.

6 Q: If she didn't.

7 A: But she knew about it, so why ---

8 Q: My question is if she didn't.

9 MR. COOK: IF'S OUTSIDE.

10 THE COURT: MR. COOK.

11 MR. LONG: I'LL OBJECT TO THE FORM OF,
12 THE QUESTION BECAUSE IT
13 CALLS FOR SPECULATION. SHE
14 CAN'T KNOW WHAT NEALY WOULD
15 THINK.

16 MR. THOMPSON: MS. TAYLOR'S GOING TO
17 TESTIFY THAT SHE DIDN'T
18 KNOW ANYTHING ABOUT IT, AND
19 SO MY QUESTION BECOMES,
20 THAT'S WHAT SHE'S GOING TO
21 TESTIFY TO, THAT IF SHE
22 DIDN'T.

23 THE COURT: I'LL ALLOW HER TO ANSWER
24 THE QUESTION, IF SHE CAN,
25 ABOUT WHAT SHE WOULD THINK

1 ABOUT THAT. IT'S NOT
2 ASKING WHAT ---

3 A: I mean, it ---

4 THE COURT: --- NEALY WOULD THINK.

5 A: You're asking me if she didn't know that she had
6 a piece of property?

7 Q: If she didn't know the reason for which y'all had
8 transferred the property to her or that you
9 wanted her to transfer it back, wouldn't it have
10 been reasonable for her to believe that it was
11 her property?

12 A: It could be, but that's not the facts, though.

13 Q: And when you signed the deed, you gave up all
14 rights to the property, correct, because it was
15 in her name?

16 A: By legal rights, yeah, but when you have, you
17 know, you have a family member there that you
18 entrust with something, you think they'll do the
19 right thing.

20 Q: And the reason why you transferred the property
21 was to get around a rule or a requirement that
22 Social Security had, correct?

23 A: I guess you could say that, but again, I was not
24 trying to, as people try to portray me as
25 defrauding Social Security. I was just trying to

1 get what was supposed to be my children's, what
2 they were able to get.

3 Q: And you later found out that that wasn't proper,
4 to make a transfer, a gift like that in order to
5 get Social Security benefits?

6 A: Correct. But it was not, it was not given as a
7 gift. It was not done as a gift.

8 Q: I think that's all the questions I have. Thank
9 you, ma'am.

10 The Court: Mr. Long, any redirect?

11 Mr. Long: Briefly.

12 REDIRECT EXAMINATION

13 BY MR. LONG:

14 Q: Ms. Cook, when you went to Social Security and
15 had conversations with them, they didn't
16 specifically say to give the property away, but
17 it was your understanding, with a wink and a nod,
18 that that was their intent for you, correct?

19 MR. THOMPSON: OBJECTION, ---

20 A: Right.

21 MR. THOMPSON: --- HEARSAY. A WINK AND A
22 NOD WOULD BE HEARSAY.

23 THE COURT: HE'S ALREADY ASKED THAT
24 QUESTION ONCE, AND SHE
25 RESPONDED IN THE POSITIVE,

1 BUT I'LL -- SO IT'S OUT.

2 A: I'm, I'm smart enough to know that there's
3 certain guidelines when somebody's telling me
4 something, that to look at it, you know, well,
5 they're telling me I have too much, "You have too
6 much. You have too much, here, here, and here,"
7 then, you know, I take that as, you know, I have
8 to go another route.

9 Q: And Mr. Thompson asked you about your
10 conversation with Nealy, and you said it was on
11 the telephone?

12 A: Yes.

13 Q: And there was a debate whether or not you were
14 specific about as to why you'd transfer, but in
15 your mind, did you explain to her fully what your
16 intentions were about transferring the property
17 to her?

18 A: For the boys to have, to be able to keep the SSI
19 that they were receiving.

20 Q: And you said that conversation ---

21 A: That they had received it. Excuse me.

22 Q: And you said that it occurred in June or July of
23 2008, the conversation?

24 A: Yeah, somewhere around there.

25 Q: You don't know the specific date?

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1 A: I think. No, I don't.
2 Q: Because he asked you about ---
3 A: It was in between, from the time that we did the
4 first one and then I got my letter and I had to
5 go reapply to the time that I talked with her and
6 signed it over to her.
7 Q: So you don't recall the specific date?
8 A: No.
9 Q: But you know the general time period, correct?
10 A: Yes.
11 Q: And you talked about the transfer, the general
12 transfer of the property to Nealy, and you
13 testified that you trusted Nealy; is that right?
14 A: Yes.
15 Q: Is that based on your relationship as
16 mother/daughter?
17 A: Yes.
18 Q: And you said you explained to her that you were
19 trying to avoid SSI problems as the reason for
20 the transfer?
21 A: Yeah. I wanted to keep the boys, to, I wanted
22 the boys to be able to receive their SSI.
23 Q: And did you explain to her that you wanted it,
24 would possibly want it back at a later date?
25 A: Yeah.

1 Q: And that was your understanding with her. And
2 did you expect Nealy to do as she said, transfer
3 the property back to you if requested?
4 A: Yes.
5 Mr. Long: That's all the questions I
6 have.
7 Mr. Thompson: None.
8 The Court: Let's take about five. I
9 want to meet with the lawyers for just a couple
10 of minutes.

11 *****OFF THE RECORD*****

12 (ON THE RECORD)

13 The Court: I wanted to meet with the
14 lawyers just to get a timeline, and it looks
15 like it's going to be a little bit longer, so
16 we're going to break for lunch for about 50
17 minutes or so. Just be back about ten after
18 two, and we'll go from there. I just think it
19 would better if everybody -- I know, me, I
20 prefer to get a little bit of lunch.

21 Mr. Kenneth Cook: Oh, yeah.

22 The Court: Be back at ten after two,
23 and we'll be in recess until then for the lunch
24 break.

25 *****OFF THE RECORD*****

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1 (ON THE RECORD)

2 Mr. Long: One issue we want to take
3 up before we start with Kenneth, Lynn has a
4 picture of her son Steven, and I know this is
5 probably a little unorthodox, but we want to
6 let you see what he looks like. It might help,
7 since he has shortened arms. It's on her cell
8 phone.

9 Ms. Cook: Understand what he looks
10 like, how, and why people call him names that
11 they do.

12 The Court: I don't have any problem
13 for demonstrative purposes only.

14 Mr. Thompson: I don't have any problem
15 with that.

16 The Court: Okay.

17 Ms. Cook: And that's TAR syndrome.

18 The Court: And this is recent?

19 Ms. Cook: Yes. Well, his hair's
20 grew out a little bit, but one of them's
21 shorter than the other and ---

22 The Court: Okay. Thank you.

23 Ms. Cook: That's the only one with
24 physical.

25 AT THIS TIME, KENNETH M. COOK, HAVING BEEN CALLED TO

1 THE STAND, WAS DULY SWORN AND TESTIFIED AS FOLLOWS:

2 DIRECT EXAMINATION

3 BY MR. LONG:

4 Q: If you would, state your full name for the
5 record.

6 A: Kenneth Monroe Cook.

7 Q: And Kenneth, how old are you?

8 A: 27.

9 Q: And where do you live?

10 A: 5131 Sarvis Road.

11 Q: And are you married?

12 A: Yes, sir.

13 Q: How long have you been married?

14 A: Be going on seven, I mean, seven years, but it'll
15 be coming eight this year.

16 Q: How many children do you have?

17 A: Three.

18 Q: Girls or boys?

19 A: Girls.

20 Q: Bless your heart. And I've talked to your
21 parents, and your parents are Monroe and Lynn
22 Cook, correct?

23 A: Yeah.

24 Q: And you work with one of your adopted siblings;
25 is that correct?

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1 A: Yeah.

2 Q: What's his name?

3 A: T.J.

4 Q: T.J.?

5 A: Yeah, Trent.

6 Q: What type of work does he do for you?

7 A: He gets tools, cleans up. That's, you know,
8 that's about it.

9 Q: And you're a full-time mechanic?

10 A: Yeah.

11 Q: Explain, do you work with your daddy?

12 A: No -- Yeah, with him, but I've got -- I'm on the
13 road most of the time, go to farms and stuff.

14 Q: Okay. Do you do most of the manual labor; ---

15 A: Yeah.

16 Q: --- is that correct?

17 A: Yeah, I do.

18 Q: As you know, you've been here in this room
19 throughout the entire testimony, and we're today
20 talking about some property that was transferred
21 in order for your parents to be able to maintain
22 the SSI benefits.

23 A: That's right.

24 Q: You understand all that?

25 A: Yeah.

1 Q: And your mother testified that in order to be
2 able to keep the SSI benefits, that 14.77 acres
3 was transferred to you; is that correct?

4 A: Yeah.

5 Q: And prior to that property being transferred to
6 you from your daddy, did your daddy or mother
7 explain to you the purpose of the property being
8 transferred to you?

9 A: Yes, sir.

10 Q: What did they tell you?

11 A: Well, when they was telling me about there, they
12 mentioned about the children, the SSI, and we
13 didn't go into a lot of detail, discussion about
14 it, and I told them that'd be fine, to sign it to
15 me, and when they got ready back for it, I'd sign
16 it back to them, I mean.

17 Q: But they did fully explain to you the purpose of
18 the transfer, ---

19 A: Yeah.

20 Q: --- correct?

21 A: Yeah.

22 Q: And was it your understanding that their intent
23 was to sign it over just temporarily?

24 A: Well, I didn't know how, for how long, probably
25 temporarily, because they asked me to sign it

1 back when they got ready for it back.
2 Q: And was it your intent to sign it back when they
3 requested it?
4 A: Yeah.
5 Q: And I'm looking at Exhibit 4 here, and that's the
6 Title to Real Estate that Monroe Cook, your
7 daddy, for five dollars, paid by you, granted you
8 14.7 acres on March 20 of 2008; is that correct?
9 A: That's right.
10 Q: And I'll show you Exhibit 4. Does that look like
11 the document that was, the property was
12 transferred to you?
13 A: Yeah.
14 Q: Were you present when that document was signed?
15 A: This one?
16 Q: Uh-huh (affirmative response).
17 A: Yeah.
18 Q: And were you at Robin Ciacco's office?
19 A: Uh-huh (affirmative response).
20 Q: And then there came a point in time a couple of
21 years later that your parents came to you and
22 asked you to transfer that property back to ---
23 A: Yes.
24 Q: --- them. Do you remember that?
25 A: Yes, sir.

1 Q: Did they explain to you -- Was it your mother or
2 your daddy?

3 A: Daddy. He'd asked me to sign it back.

4 Q: Did he explain to you why he wanted it signed
5 back?

6 A: Yeah.

7 Q: What did he say?

8 A: They had -- He didn't tell me the full thing. He
9 was just ready to sign it back to him, and I know
10 -- I didn't talk to him a lot about the other
11 stuff, they couldn't get the SSI there at the
12 end, but I understood they didn't get it and I
13 was to sign the land back to him.

14 Q: And did ---

15 A: And we left it half and half when we signed it
16 back there, like it is, with my name on it still
17 too, and his.

18 Q: I'll show you Exhibit 5, which is Title to Real
19 Estate. Is that the document that you're
20 referring to, that you signed it back, half over
21 to him?

22 A: Yeah. When I signed it back, we just left my
23 name on it with his.

24 Q: Do you know why your name was left on the
25 property?

- 1 A: I got a acre that butts up to that same land.
2 It's one tract, and there's one acre cut out of
3 it, and I live there, and it just -- The rest of
4 it's swampland, behind it. I mean, there's one
5 high hill right here, and I got my horse, my
6 little girl's horse on it and stuff, and we just
7 left it in my name so I could use it and stuff
8 too.
- 9 Q: Do your adopted siblings, do they use your
10 property?
- 11 A: If they want to, yeah. They used to ride the
12 four-wheelers and stuff in there on it.
- 13 Q: Do you keep it open to them?
- 14 A: Yeah, yeah.
- 15 Q: And let's see. The property was transferred back
16 over into you and your dad's name on January
17 28th, 2010; is that correct?
- 18 A: Yes, sir, sounds about right.
- 19 Q: Okay. And between the time that the property was
20 transferred to you and the time it was
21 transferred back to you and your daddy, were you
22 aware, did your dad or mother have conversations
23 with you about the SSI issue?
- 24 A: No, not after they had signed it over and stuff.
- 25 Q: Let's talk about the 18-acres that were purchased

1 by your parents for that mud bog.

2 A: Uh-huh (affirmative response).

3 Q: Were you aware, did you know that they were

4 purchasing that land?

5 A: Yes, sir. They'd been talking about that for a

6 while.

7 Q: What did he tell you about the purpose of that

8 land?

9 A: To open up a business so, for the young ones,

10 they'd have something to go on and we all

11 wouldn't have to work as hard. Pretty much, it'd

12 help us all out and for the young ones to benefit

13 off of it, so they'd have something to do, and

14 we'd all be able to kind of run it and ---

15 Q: So the plan was that all the children would work

16 ---

17 A: Run it, yeah, yeah, and they'd have something to

18 do and go for a job. Now me, I can work and do

19 mechanic work and get by, but I mean . . .

20 Q: Is it your opinion that your adopted siblings

21 cannot afford or would have a difficult time

22 earning a living?

23 A: Oh, yeah.

24 MR. THOMPSON: OBJECTION, ASKS FOR

25 OPINION.

1 Q: Based on your observations of your ---

2 THE COURT: SUSTAINED.

3 Q: Based on your observations of your adopted
4 siblings, they have a hard time making a living?

5 A: Yes, sir. Yes, sir, they would.

6 Q: Why is that?

7 A: Just, I mean, the way they are. I mean, Steven,
8 he's handicapped. He can't do a whole lot of
9 stuff with his hands. He's smart and stuff, but
10 he just, a lot of stuff, he can't do, I mean, a
11 lot of things. And T.J., he's not heavy enough
12 to pull on nothing really. A wrench would throw
13 him on the other side, and he just can't remember
14 as far as to walk to the truck to get you the
15 right tools and bring it back to you, so, I mean,
16 just to clean up, help you, and say that he's
17 doing something and getting out the house and
18 stuff is what he pretty much does.

19 Q: Did you ever have a conversation with Nealy about
20 her transferring the property back to your
21 parents after it was transferred to her?

22 A: Yes, sir.

23 Q: Do you remember when that was?

24 A: I don't remember exactly when it was. It was
25 somewhere end of last winter, maybe the beginning

1 of summer, maybe back then sometime.

2 Q: Was it around about the same time that you
3 transferred the property back to your daddy?

4 A: It was a little while after. It wasn't long
5 after though, yeah.

6 Q: And why did you have a conversation with her
7 about that?

8 A: Because Daddy asked me to call and stuff and talk
9 with her about it.

10 Q: You probably can't remember word-for-word, but
11 what was the gist of the conversation you had
12 with her?

13 A: Well, we talked, when I first called her, we
14 talked and stuff like we did, and then I asked
15 her about the property and asked her if she was
16 going to sign it back and stuff, and she said she
17 didn't know, she'd think about it, and asked me
18 why and stuff, and she said didn't know, she was
19 going to leave it like it is for now and see what
20 went on and stuff, pretty much how the
21 conversation went. And then I talked with her
22 one time, and Daddy told me I could offer her the
23 \$5,000 to sign it back or else, quite naturally,
24 he was going to give it to a lawyer, so that's

25 ---

1 Q: Did you explain to her what your understanding of
2 the agreement was with your parents about
3 transferring the property?

4 A: No. We didn't ever really talk about that. We
5 just talked about signing the land back and
6 stuff, was all we talked about.

7 Q: Was she ever willing to sign the land over?

8 A: Well, the way Robin, them had talked, they had
9 prepared the paperwork and stuff for her to come
10 sign, and she was supposed to come sign, is the
11 way they said over there, and she never come,
12 never come, and that's when it went on, and I
13 called her a few times and talked with her.

14 Q: So you talked to her after the paperwork was
15 prepared by Robin Ciacco?

16 A: Yes, sir.

17 Q: Did you ever have a conversation with Nealy about
18 the property prior to that?

19 A: Huh-uh (negative response), no.

20 Q: Did she ever represent to you that she had an
21 understanding of the purpose of the land?

22 A: Has she ever asked me ---

23 Q: Did she tell you, did it ever appear to you
24 during the conversations with her that she
25 understood why your parents bought that land?

1 A: No, no. We just mainly talked about signing it
2 back and she would sign it back. That's about
3 all the conversation we had on the land.

4 Q: But, obviously, she hasn't done that as far as
5 you know?

6 A: No, sir.

7 Q: That's all the questions I have. Thank you.

8 The Court: Mr. Thompson?

9 CROSS EXAMINATION

10 BY MR. THOMPSON:

11 Q: Mr. Cook, do you still work with your father or
12 do you work on your own?

13 A: We still work together.

14 Q: You work at the shop beside where your mother
15 stays?

16 A: I stay, work on the road mainly, go to the farm,
17 the farm where tractors, combines, whatever
18 breaks down. We got a service truck, and I go to
19 it, mainly, fix it.

20 Q: And you share whatever income you make off that
21 with your father?

22 A: Yes, sir.

23 Q: Do you share that with your brother?

24 A: Yes, sir.

25 Q: Your mother, I think it was your mother, said

1 that you had a shop there at your house too?

2 A: Yeah.

3 Q: Do you do work there too, as well?

4 A: On my stuff, just on my vehicle stuff, yeah.

5 Q: Not on other people's stuff?

6 A: No.

7 Q: I believe you testified that there was some
8 discussion as to why the property was being
9 transferred to you, correct?

10 A: Yes, sir.

11 Q: And it was for the Social Security benefits,
12 correct?

13 A: Yes, sir.

14 Q: Okay. It never crossed your mind that that might
15 be wrong to do something like that, did it?

16 A: Well, I really ain't thought about it neither
17 way, situation-wise, I mean, as far as if it was
18 wrong or right, because I ain't never got into
19 knowing a bunch about that stuff, so.

20 Q: Do you have any type of feeling whether it was
21 right or wrong?

22 A: Well, I mean, to hear it talked and said about
23 it, I mean, it's right. It's just that they had
24 had too much in their name as far as land-wise to
25 keep it.

1 Q: You never talked to your mother about that
2 transfer though, you always talked with your
3 father; is that correct?
4 A: Mainly. I talked to Mom about it some. Me and
5 Daddy talked mostly about it.
6 Q: And that was before it was transferred?
7 A: Yes, sir.
8 Q: Okay. You never talked to Nealy before it was
9 transferred, did you?
10 A: No, sir. I don't think so. I haven't. I
11 haven't never talked with her about it.
12 Q: And while that property was in your name, you
13 never paid any taxes on it, right?
14 A: No, sir.
15 Q: And never paid any insurance on it?
16 A: No.
17 Q: And from the date that it was deeded in your name
18 to the date that you deeded it back out to both
19 yourself and your father, that was a period of
20 about three years, right?
21 A: Yes, sir.
22 Q: And you and your brothers have hunted on that
23 property, right?
24 A: Yeah, I have. They've been down there on the
25 four-wheelers and use it like they want to use

1 it.

2 Q: And your brother Steven likes to hunt, doesn't
3 he?

4 A: Yeah. He talks about it. He keeps walking my
5 deer stand and stuff. He don't carry a gun in
6 there, but he'll keep, walk in there and sit and
7 stuff.

8 Q: But does he actually hunt down there?

9 A: No. He goes down there though. I mean, as far
10 as carrying a gun and stuff, he's never carried a
11 gun in there. He hunts down there, as far as not
12 hunting, but he goes down there and uses it and
13 thinks to be hunting or whatever, you know, like
14 a kid would do.

15 Q: You told me in your deposition that he likes to
16 hunt, ---

17 A: Yeah.

18 Q: --- didn't you?

19 A: Yeah. Yeah, he loves to hunt. He goes to all my
20 deer stands around the house and stuff.

21 Q: And y'all hunt deer and hogs down there, right?

22 A: Yes, sir.

23 Q: Now, you kept one-half of the interest in this
24 property whenever you did that deed back to you
25 and your father, right?

1 A: Yes, sir.
2 Q: And you did that for security purposes, didn't
3 you?
4 A: Yeah, pretty much.
5 Q: And you never talked to your father about why he
6 was transferring the 18.78 acres to Nealy before
7 he transferred it, right?
8 A: Huh-uh (negative response), no.
9 Q: And you never talked to Nealy at all about the
10 property, the 18.7 acres, until about the summer
11 of 2011, correct?
12 A: Yes, sir, somewhere in there. We talked, we
13 talked about signing it back over.
14 Q: And at that time, I believe you testified that
15 you offered her \$5,000 to sign it back ---
16 A: Yes, sir.
17 Q: --- over, right? And you had paid approximately
18 \$24,000 on a purchase money mortgage for that
19 property, hadn't you?
20 A: Yeah, over the years time, about two, two and a
21 half years, somewhere in there.
22 Q: So you had an interest in that property in that
23 you had paid \$24,000 towards it, correct?
24 A: Yes, sir, to help my daddy on the payments on it.
25 Q: Okay. Thank you, sir.

1 A: Yes, sir.

2 The Court: Redirect?

3 Mr. Long: No, thank you.

4 The Court: All right, sir, call your
5 next witness.

6 Mr. Long: That's all the witnesses
7 that I have.

8 The Court: Do you rest?

9 Mr. Long: We rest.

10 The Court: All right. The Plaintiff
11 has rested, any motions?

12 Mr. Thompson: Yes, sir. At this time,
13 we'd make a motion for a directed verdict as to
14 the causes of action that the Plaintiff set
15 forth, the first one being the breach of an
16 implied contract. According to their
17 pleadings, their sole purpose of transferring
18 the property, -- That was their first cause of
19 action, breach of implied contract. -- The sole
20 purpose of the transfer of the property was for
21 Lynn Cook to receive Social Security supplement
22 for two adopted children. That, of course,
23 wasn't allowed. They didn't allow it. They
24 cut off the Social Security benefits. They
25 also ordered them to pay back \$40,000. That,

1 in itself, makes the contract illegal because
2 it was a contract to, basically, defraud the
3 government out of benefits.

4 Secondly, there's been no testimony
5 that any consideration whatsoever was paid by
6 the Cooks in exchange for Nealy taking title,
7 so both Ms. Cook and Mr. Cook testified to
8 that, so it's void for a lack of consideration.

9 As far as the claim for unjust
10 enrichment, that's an equitable remedy. The
11 breach of fiduciary duty can be both, or can be
12 either, depending on the remedy requested. The
13 remedy requested is basically specific
14 performance of a contract, to sign back the
15 property, so that would make that remedy, as
16 well, equitable.

17 First of all, for the fiduciary duty,
18 there is no fiduciary relationship because it
19 was a unilateral action by the Cooks in deeding
20 it, so that unilateral action is not sufficient
21 to establish a fiduciary relationship under the
22 Regions Bank case. Do you want me to get the
23 cites for that right now ---

24 The Court: No. That's fine.

25 Mr. Thompson: That's the Regions Bank

1 case, and I'll submit that to The Court rather
2 than taking the time digging over there and
3 finding it.

4 The second thing is that since they're
5 both equitable claims, the Cooks basically have
6 unclean hands for the same reason that it's
7 illegal that they tried to transfer the
8 property in order to get Social Security
9 benefits, to defraud the government.

10 With regards to the constructive fraud
11 cause of action, that requires a proving of the
12 same elements of actual fraud except for the
13 element of intent, and those elements, of
14 course, have to be proven by clear and cogent
15 and convincing evidence, and of course, to
16 prove actual fraud, the alleged representation
17 must be one of existing fact, not mere promises
18 or statements as to future events which are
19 later unfulfilled. That's the Woods versus
20 State case, 314 S.C. 501. The only
21 representation that the Cooks have testified to
22 is, and of course, we deny, is that Ms. Taylor
23 would reconvey the property in the future. So
24 for that reason, the constructive fraud cause
25 of action is no good.

1 As far as assumption of the risk, the
2 Cooks have testified, both, that they knew the
3 danger of deeding it, that when they deeded it
4 to Ms. Taylor that she could do anything she
5 wanted to with it, sell it, give it away,
6 mortgage it, whatever she wanted to. So they
7 basically knew the danger, realized the danger,
8 appreciated the danger, but yet they deeded it
9 anyhow. They deeded the property to Nealy.

10 We also believe that there has been a
11 waiver here by the Cooks. The Cooks
12 intentionally signed the deed. They testified
13 that they relinquished their rights to the
14 property. They did that, according to the
15 deed, without any reservation to themselves or
16 of any estate in it whatsoever, life estate,
17 any type of future or interest in it, and so we
18 believe that they have waived the right to
19 require the property to be deeded back.

20 The last point on the directed verdict
21 is that they have failed to name a necessary or
22 necessary and indispensable parties, and what
23 that is, is Jarrett Taylor owns a one-half
24 interest in the property, Anderson Brothers
25 Bank has a mortgage on the property, and as

1 such, they cannot get complete relief here
2 because even if The Court were to deed, require
3 Ms. Taylor to deed the property back, still
4 have the half interest of Jarrett Taylor and
5 Anderson Brothers Bank that has to be dealt
6 with.

7 The Court: Okay. Mr. Long?

8 Mr. Long: Yes, sir. In response,
9 first is to the breach of implied contract. I
10 think that we presented ample evidence to show
11 that there was an implied contract based on the
12 testimony, and that there is ample evidence and
13 testimony to show that Nealy or Ms. Nealy
14 breached that implied contract that she had
15 with the Plaintiffs.

16 As to unjust enrichment, each element
17 of unjust enrichment has been presented by
18 testimony that there was a benefit conferred by
19 the Cooks to Nealy. Nealy realized that
20 benefit by receiving the property. She
21 retained the benefit of that transfer under the
22 circumstances that make it inequitable for her
23 to retain that property without paying its
24 value, and so all the elements of unjust
25 enrichment have been established by testimony.

1 As to the damages, it's not only
2 equity but also, under the law, the damages can
3 be for the value of the property that was
4 transferred and not simply the retransfer of
5 the property itself, relying on Myrtle Beach
6 Hospital, Incorporated versus City of Myrtle
7 Beach, which is 341 S.C. 1, 2000.

8 Then as to the breach of fiduciary
9 duty, again, "A fiduciary relationship exists
10 when one puts special confidence in another, so
11 that the latter, in equity and good conscience,
12 is bound to act in good faith and with due
13 regard to the interest of the one reposing
14 confidence," that's from the case O'Shea versus
15 Lesser, 308 S.C. 10, 1992.

16 In this case, the evidence has shown
17 that the Defendant knew the Plaintiffs' intent
18 in transferring the property to her. The
19 evidence shows that the Defendant knew the
20 Plaintiffs did not intend to give her permanent
21 ownership and that, of course, they have a
22 parent/child relationship and, therefore, a
23 fiduciary relationship did exist between them.

24 As to the fourth cause of action,
25 constructive fraud, as I said, there was a

1 fiduciary relationship. There was evidence
2 that showed that there was a disclosure of all
3 necessary and known information that's
4 significant and material to the transfer and
5 that the Defendant breached the fiduciary
6 relationship. Evidence has been presented to
7 withstand all of those elements. And, under the
8 case Moore versus Moore, Court of Appeals,
9 number 3840, "One standing in a fiduciary
10 relationship with another is subject to
11 liability to the other for harm resulting from
12 a breach of duty imposed by the relationship,"
13 and as I said, we have a parent/child
14 relationship.

15 There was a fiduciary relationship
16 established, Plaintiffs told the Defendant why
17 they were transferring the property, and
18 evidence showed that the Defendant breached
19 that relationship by refusing to transfer the
20 property back to the Plaintiffs. As to the
21 assumption, the risk, evidence showed, was
22 presented that there was a breach of fiduciary
23 duty. The Plaintiffs did not assume the risk
24 of that breach of fiduciary duty. They
25 entrusted the property to the Defendant, and

1 unsuspecting of them, that fiduciary duty was
2 breached. The Plaintiffs did not waiver. They
3 relied on that fiduciary, they did not waive,
4 they relied on the fiduciary duty of the
5 Defendant, and she breached that duty.

6 As to the failing to name the party
7 opponent, Jarrett Taylor, the Plaintiffs are
8 attacking the breach of fiduciary duty with Ms.
9 Nealy, and the subsequent transfer of Ms. Nealy
10 a portion of interest to Jarrett Taylor is
11 inconsequential to the remedy that can be had.
12 A remedy can be had without requiring Jarrett
13 Taylor be named as a party opponent.

14 The Court: Anything else, Mr.
15 Thompson?

16 Mr. Thompson: No.

17 The Court: All right. Since this is a
18 directed verdict, I must take the testimony in
19 light of the non-moving party, and I'll take
20 them one at a time. I'm going to deny the
21 motion. But as to the breach of contract, I do
22 think there's evidence in the light most
23 favorable to the Plaintiffs to get past the
24 directed verdict. I understand the issue of
25 consideration, but I think there is enough,

1 given the consideration as reflected on the
2 deed itself and in other matters that were
3 testified by the Plaintiffs.

4 As to unjust enrichment, I do think,
5 again, the light most favorable to the
6 Plaintiff at this time, which I must do, that
7 there's enough there to let it get past this
8 point. I do note that the complaint does ask
9 for specific performance or for money damages,
10 so they have asked for an alternative measure
11 of damages.

12 As to the breach of fiduciary duty,
13 again, the light most favorable to the
14 Plaintiff, I would deny the motion, and the
15 same with constructive fraud. And the other,
16 the assumption of risk and waiver or, I guess,
17 defenses that you've raised in your pleadings,
18 and I don't think you'd be entitled to directed
19 verdict on those without them being able to
20 actually put up a defense, I mean, you know,
21 for them to cross examine your witnesses if you
22 have any. And on the necessary and
23 indispensable party, I think if they had asked
24 only for specific performance, that would give
25 me pause, but I think, given this juncture of

1 the proceedings and in the light most favorable
2 to the Plaintiffs, I would deny it based on
3 that, too. Okay, anything else?

4 Mr. Thompson: No.

5 Mr. Long: No.

6 The Court: Mr. Thompson, let me take
7 about a two second break to show you one thing.

8 *****OFF THE RECORD*****

9 (ON THE RECORD)

10 The Court: Call your first witness.

11 Mr. Thompson: I will call Ms. Nealy
12 Taylor.

13 AT THIS TIME, NEALY L. TAYLOR, HAVING BEEN CALLED TO
14 THE STAND, WAS DULY SWORN AND TESTIFIED AS FOLLOWS:

15 DIRECT EXAMINATION

16 BY MR. THOMPSON:

17 Q: Nealy, if you would, state your name for the
18 record, please, ma'am.

19 A: Nealy Lynn Taylor.

20 Q: And where do you live, Nealy?

21 A: 118 Bethea Street, Latta, South Carolina.

22 Q: And how long have you lived there?

23 A: Two years.

24 Q: And where did you live before that?

25 A: Charleston.

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1 Q: How long did you live in Charleston?
2 A: Almost three years.
3 Q: If my math is right, ---
4 A: So two, May, May of 2008 till February of 2011.
5 Q: So that would have been the time that these
6 transfers were being made, while you were down in
7 Charleston, correct?
8 A: Yes, sir.
9 Q: Before Charleston, where did you reside?
10 A: In Timmonsville, outside of Florence.
11 Q: How long did you reside there?
12 A: Six months.
13 Q: Where were you born?
14 A: Conway.
15 Q: And your parents, of course, are Monroe Cook and
16 ---
17 A: Lynn Cook.
18 Q: --- Lynn Cook?
19 A: Yes.
20 Q: And if you would, I think we've already gone it,
21 but just so we've got it straight, your brothers
22 and sisters are whom?
23 A: Kenneth Cook, Kayla Cook, Joseph Cook, Trent
24 Cook, Andrew Cook, Steven Cook, and a half
25 brother, Jonathan Allen.

1 Q: Okay. And only two of those are biological?

2 A: Yes, well ---

3 Q: I'm sorry, only one ---

4 A: One, one is biological, Kenneth, Kenneth. The
5 rest are adopted.

6 Q: And that would be Kenneth Cook, who just
7 testified?

8 A: Right.

9 Q: And if you would, where did you go to high
10 school?

11 A: Aynor, Aynor High.

12 Q: Okay. What year did you graduate?

13 A: 2001.

14 Q: And what did you do after you graduated?

15 A: Went to Francis Marion University.

16 Q: And how long did you stay there?

17 A: Four years.

18 Q: Did you graduate?

19 A: Yes, sir.

20 Q: And with what kind of degree?

21 A: Biology major, chemistry minor.

22 Q: And so that means you graduated about ---

23 A: 2005.

24 Q: Thank you.

25 A: Yes.

1 Q: And after you graduated in 2005, what did you do?

2 A: I started a nuclear medicine program in June of
3 2005 at Midlands Technical College in Columbia.

4 Q: And how long did you stay there in that program?

5 A: I graduated from that program in August of 2006.

6 Q: And what did you do after that?

7 A: I became employed by McLeod in Florence doing
8 nuclear medicine.

9 Q: Okay. How long were you there for?

10 A: Until May of 2008.

11 Q: And then when you went to Charleston in May of
12 2008, why was that?

13 A: My husband, to go back to get his Master's degree
14 at MUSC.

15 Q: In what?

16 A: Nurse anesthetist.

17 Q: And while you were down there, did you work?

18 A: Yes, sir.

19 Q: What did you do?

20 A: I did nuclear cardiology for a physician's
21 office.

22 Q: And I forgot to ask you. Your husband is?

23 A: Jarrett Russell Taylor.

24 Q: And he's seated right down here at the end of the
25 table?

1 A: Yes, sir.
2 Q: And do y'all have any children?
3 A: Yes, sir. We have two little girls.
4 Q: What are their ages?
5 A: Three and a half and 18 months.
6 Q: There has been -- Well, since you've come back
7 from Charleston, where are you working now?
8 A: I work at McLeod in Dillon.
9 Q: Doing what?
10 A: Nuclear medicine.
11 Q: And your husband works where?
12 A: McLeod in Florence.
13 Q: As a nurse anesthetist?
14 A: Yes, sir.
15 Q: There's been some discussions about your
16 siblings. If you would, tell me a little bit
17 about each one. Tell me about Joseph. What's
18 his status, where is he, that type of thing?
19 A: He lives in North Carolina with his wife, and
20 they stay with her father. They have two little
21 girls, and the last time I'd spoken with him, he
22 had a job, but I haven't spoken with him in a
23 while.
24 Q: And how about Trent, tell me about Trent. You
25 lived at home with them, ---

1 A: Right.

2 Q: --- correct?

3 A: I did, yes, sir. From whenever I lived at home,
4 I haven't seen him in a few years, but he could
5 do everything that we do. He could -- Only
6 thing, he had a learning disability. He was just
7 in a special ed class for a learning disability,
8 had no physical handicaps.

9 Q: And how about Andrew?

10 A: Same thing. He could do pretty much anything he
11 wanted to do. He was in, I think he was in a
12 special learning class, too. I'm not real sure.
13 But he could do everything as well, had no
14 physical handicaps.

15 Q: And Steven?

16 A: He had, he has a physical handicap. He has TAR
17 syndrome, thrombocytopenia-absent radius, and,
18 but he would try to do what he could, but he was
19 still limited in what he could do. He couldn't
20 do a whole lot. He would go outside, and he
21 would try to, you know, throw the football and a
22 baseball, but, and try to ride four-wheelers and
23 stuff, but as far as feeding himself, he could do
24 a little bit of it, but it was hard with a fork
25 and a spoon sometimes, but that was really his

1 only thing.

2 Q: And Kayla, do you know where Kayla is, what she's
3 doing?

4 A: She lives at the Beach, and she works as an
5 accountant for Piggly Wiggly, and she's fine, no
6 physical handicaps or anything like that.

7 Q: Okay. The property that we're here for today,
8 the 18.78 acres, was deeded to you in August of
9 2008, correct?

10 A: Yes, sir.

11 Q: You've seen that deed, correct?

12 A: Yes, sir. I've seen that deed.

13 Q: And at that time, where were you living?

14 A: In Charleston.

15 Q: And when did you learn, when was the first time
16 you learned that that property had been deeded to
17 you?

18 A: It was in May or June of 2009.

19 Q: And how did you discover that property had been
20 deeded to you?

21 A: My husband had discovered it on the Internet
22 after my father had made a comment whenever I had
23 told him to get out of my house and we told him
24 to get out of the house. It was about four days
25 after I'd just had my first baby, and I told him

1 to get out. Whenever he left the house, his last
2 comment was that a mechanic always makes more, or
3 will make more than a nurse anesthetist ever
4 will, and he left, and a couple weeks later, got
5 my husband's curiosity, and he asked me, he said,
6 "Nealy," he says, "did you know he had any
7 property in your name?"

8 I said, "No, sir. I didn't know," and
9 that's how we discovered it.

10 Q: And what did you do, I mean, once you discovered
11 that, what did you do?

12 A: Nothing.

13 Q: And what was the next significant event that
14 occurred after your baby was born and those words
15 were exchanged and you threw your father out of
16 the house?

17 A: It was the end of July, whenever the incident
18 between my mother and father, and I had went to
19 get, help my mama, move her from the home and to
20 get her, her to a safe place.

21 Q: And what did you do, how did you do that? What
22 did you do with her? Where did you take her?
23 What did you do?

24 A: Whenever I, I had called the cops and everything
25 and came down from Charleston and helped her get

1 out of the house, and she wanted us to get some
2 things out of the house, so that's whenever
3 Jarrett helped her to get into the house because
4 she didn't have any keys or anything, because he
5 had taken all those because he didn't want her to
6 leave the house, and so ---

7 The Court: Let me take this. I
8 apologize.

9 *****OFF THE RECORD*****

10 (ON THE RECORD)

11 The Court: Again, thank y'all very
12 much for allowing me to do that. All right.
13 We'll be back on the record.

14 MR. THOMPSON CONTINUES:

15 Q: Nealy, we were talking about the July 29 event,
16 2009. When you went there, you said you helped
17 your mother ---

18 A: Helped my mother get into the home. We went
19 through the kitchen window to unlock the front
20 door and so she could go in and get some of her
21 belongings, and then we got her to a safe house
22 in Myrtle Beach.

23 Q: A safe house, what's the name of that?

24 A: CASA.

25 Q: How long did she stay there; do you know?

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1 A: It was a few weeks. I don't know exactly how
2 long.

3 Q: Did she go back home after that?

4 A: No, she did not.

5 Q: Where did she got from there?

6 A: She actually went to Georgia and stayed with her
7 father.

8 Q: For how long?

9 A: I'm not sure exactly how long, a couple weeks,
10 might've been a month or two. I'm not real sure
11 exactly how long.

12 Q: Did she go back home after that?

13 A: After that, she actually came back and lived with
14 my grandmother, her mother.

15 Q: Where did your grandmother live?

16 A: Across the street from her old residence.

17 Q: Did your grandmother used to live on the same
18 piece of property?

19 A: Yes, she did.

20 Q: Why did she move across the street?

21 A: Because she was evicted by my father.

22 Q: Who evicted her?

23 A: My father evicted her.

24 Q: Do you know about when that was?

25 A: It was in August of 2009, I do believe. I'm not

1 sure of exactly when.

2 Q: Up to that point, the event that occurred at the
3 end of July of 2009, had you ever had any
4 discussion whatsoever with Lynn Cook or Monroe
5 Cook about the transfer of this 18.78 acres to
6 you?

7 A: No, sir, none that I recall whatsoever.

8 Q: When were the first discussions that you had with
9 anyone, other than your husband, with Lynn Cook
10 or Monroe Cook about this 18.78 acres?

11 A: With my mom in August of 2009.

12 Q: And who initiated that conversation?

13 A: She did. She did. She had asked me about the
14 property. She said, "We had signed some property
15 over to you. I need for you to sign it back over
16 so that way," because -- and that's whenever I
17 had found about the SSI. She said that she was
18 indebted to the SSI for the two boys and so she
19 needed to get the property back so, that way, if
20 they needed the money to pay back, they would be
21 able to and then if she was to get a divorce from
22 my father, she would also need the money for that
23 because they would have to split.

24 Q: Okay. What did you do as a result of that
25 conversation?

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1 A: Told her no.
2 Q: What did you do after that conversation as far as
3 the property goes?
4 A: In October, I put half of it in my husband's
5 name.
6 Q: Why did you do that?
7 A: Because I knew my mother knew how to sign my
8 name, and I was scared that she would forge my
9 name because -- and I thought the property was
10 mine.
11 Q: Since the property has been deeded in your name,
12 which was back, again, in August 28th, 2008,
13 who's been paying the property taxes on that?
14 A: I started paying them in December of 2009.
15 Q: Did you pay 2010?
16 A: Yes, sir.
17 Q: Did you pay 2011?
18 A: Yes, sir.
19 Q: Have you paid 2012?
20 A: Yes, sir.
21 Q: Have you used this property as collateral for a
22 loan?
23 A: Yes, sir, I did.
24 Q: When did you do that?
25 A: I think it was around August of 2011, August or

1 September of 2011.

2 Q: Let me back-up just so we can identify, because I
3 don't think we have. That's Exhibit 6. Do you
4 recognize that deed?

5 A: Yes, sir, I do.

6 EXHIBIT NUMBER 6

7 IDENTIFIED FOR THE RECORD

8 Q: And is that the deed where you deeded half of the
9 property to your husband?

10 A: Yes, sir.

11 Q: Okay. And then I want to show you Exhibit 7. Do
12 you recognize that document?

13 A: Yes, sir.

14 Q: And what is that document?

15 A: This is where we took out the mortgage on the
16 property.

17 EXHIBIT NUMBER 7

18 IDENTIFIED FOR THE RECORD

19 Q: What was the purpose of that mortgage?

20 A: We knew we were going to be moving back in
21 January, or in December, my husband graduated
22 from MUSC, of 2010, so we knew we were going to
23 be purchasing a home and moving back. So we got
24 the mortgage in order to put a down payment on
25 our home that we were purchasing and moving

1 expenses, and we paid off some bills.
2 Q: As far as your college education goes, all of
3 them, beginning with Francis Marion, on through,
4 who paid for that?
5 A: I had student loans, grants, and scholarships.
6 Q: Did you receive any money from Lynn Cook or
7 Monroe Cook for your education?
8 A: No, sir.
9 Q: Do you still have student loans you are paying
10 off?
11 A: Yes, sir.
12 Q: At the time that you got a mortgage on the
13 property, did you own any other property?
14 A: No, sir.
15 Q: Real estate?
16 A: No, sir.
17 Q: What's the status of that loan at Anderson
18 Brothers Bank right now?
19 A: It's in, I mean, I make the payments on time and
20 everything. You mean payoff-wise?
21 Q: Yes, approximately.
22 A: About 32,000.
23 Q: Okay. Now, you mentioned earlier that your
24 mother mentioned something about paying back
25 Social Security benefits in that conversation of

1 August 2009, 'right?

2 A: Right, yes, sir.

3 Q: When was the first time that you learned that the
4 reason that they say they transferred the
5 property was in order to obtain Social Security
6 or continue getting Social Security benefits for
7 the children?

8 A: Whenever she told me.

9 Q: When did she tell you?

10 A: In August of 2009. I don't recall any other
11 time.

12 Q: So she actually told you that then?

13 A: Yes, sir.

14 Q: Okay. Did you ever talk to anybody at Robin
15 Ciacco's office?

16 A: The only time I ever talked to someone at Robin
17 Ciacco's office was, and I do not recall the,
18 their time, but she called me on my cell phone,
19 Ms. Ciacco did, and I was at a car wash in
20 Charleston, and she said that she had typed up
21 some papers for me to sign that piece of
22 property, and she stated the property, back over
23 to my parents and that since I wasn't able to
24 come and sign it because I lived in Charleston,
25 that my brother had agreed, Kenneth Cook had

1 agreed to bring the paperwork to me to sign, and
2 she asked me if I knew anything about that, and I
3 told her, no, that I did not. So she said she
4 would not send the paperwork, and that was it.

5 Q: Had you ever told anyone up until that time that
6 Ms. Ciacco called you that you were agreeing to
7 convey the property back to your parents?

8 A: No, sir.

9 Q: This is Exhibit 8, which is the deed that Ms.
10 Ciacco prepared for you to deed the property back
11 to your father.

12 A: Okay.

13 Q: When was the first time you ever saw that?

14 A: Today. I've honestly never seen this.

15 Q: When you found out that that deed to the property
16 had been recorded at the register of deeds
17 office, what did you consider that property to
18 be?

19 A: I considered it to be mine. My brother had
20 property. So I considered this to be my
21 property.

22 Q: And did you accept that property as being yours?

23 A: I did, yes, sir.

24 Q: And did you believe that it had been delivered to
25 you by being recorded when you found it?

1 A: Yes, sir.

2 Q: And once you discovered the deed had been
3 recorded and that land conveyed to you, what did
4 you believe you could do with it?

5 A: Pretty much what I wanted. I put half of it in
6 my husband's name, and I went and got a mortgage
7 against it so I could buy a house.

8 Q: Did you believe you could keep it forever?

9 A: Yes, sir.

10 Q: Did you believe that you could give it to anyone
11 you wanted to?

12 A: Yes, sir.

13 Q: Did you believe that you could sell it to anyone
14 you wanted to?

15 A: Yes, sir.

16 Q: Did you believe that you could use it as
17 collateral for a loan?

18 A: Yes, sir, I did.

19 Q: When you found out that property had been
20 conveyed to you, did you have any reason to
21 believe that it was anything other than a gift to
22 you or your own?

23 A: No, sir. That's why I never said anything about
24 it.

25 Q: Okay. Did you have any reason to believe that it

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1 was being given to you temporarily while your
2 parents tried to get around the Social Security
3 rules?

4 A: No, sir.

5 Q: Did you rely on this deed as being a gift of
6 property to you?

7 A: Yes, sir.

8 Q: And did you, in fact, become indebted to Anderson
9 Brothers Bank as a result of this property?

10 A: Yes, sir.

11 Q: Could you have gotten a loan, the size loan that
12 you did without collateral from Anderson Brothers
13 Bank?

14 A: No, sir.

15 Q: Did you believe that the deed, once you
16 discovered it, was a promise by your parents that
17 you could have it forever?

18 A: Yes, sir.

19 Q: And did you rely on that promise and change your
20 position, as far as your financial position goes?

21 A: Yes, sir.

22 Q: And you did that how, by borrowing money on it?

23 A: By borrowing money, yes, sir.

24 Q: If you had to deed that property back to your
25 parents, what would happen to the Anderson

1 Brothers Bank loan?
2 A: I would go in default.
3 Q: Were you paid anything to take that property and
4 hold it?
5 A: No, sir.
6 Q: That's all the questions I have. Mr. Long will
7 have some for you.
8 The Court: Mr. Long?
9 Mr. Long: Yes, sir, thank you.

10 CROSS EXAMINATION

11 BY MR. LONG:
12 Q: Nealy, you graduated from Francis Marion
13 University in 2005 with a degree in biology and a
14 minor in chemistry; is that correct?
15 A: Yes, sir.
16 Q: And you're currently employed at McLeod Hospital
17 in Dillon with nuclear medicine?
18 A: Yes, sir.
19 Q: What's your yearly income?
20 A: Around ---
21 MR. THOMPSON: OBJECTION, RELEVANCE.
22 THE COURT: I'M GOING TO ALLOW IT.
23 A: Around 55,000.
24 Q: And your husband's employed at McLeod Medical
25 Hospital in Florence as nurse?

1 A: Anesthetist.

2 Q: Anesthetist, thank you. How much does he make a
3 year?

4 MR. THOMPSON: OBJECTION, RELEVANCE.

5 THE COURT: I'LL ALLOW IT.

6 A: Around 140,000.

7 Q: And you said that your husband has a Master's
8 degree from MUSC?

9 A: Yes, sir.

10 Q: You testified about your siblings and their
11 conditions. You're not close to them though, are
12 you?

13 A: No, not anymore. I haven't spoken with them in a
14 few years. The only one I speak to is Kayla.
15 I've spoken to Kenneth once or twice.

16 Q: So you haven't spoken to them in the last couple
17 of years, so you can't know what their condition
18 is today, right?

19 A: No, sir, not at this current point.

20 Q: And the property that we have in question, the 18
21 acres, if I refer to the property, I'm referring
22 to the 18 acres, the subject of this litigation.
23 It was deeded to you in August 2008, correct?

24 A: Yes, sir.

25 Q: And you didn't pay anything for that land, did

1 you?
2 A: No, sir.
3 Q: Not a dollar?
4 A: Huh-uh (negative response).
5 Q: It was just signed over to you?
6 A: (Indicates affirmatively.)
7 Q: And your testimony is that the first time you
8 found out about that property being in your name
9 was in May or June of 2009?
10 A: Yes, sir.
11 Q: And is your testimony that you did not have a
12 conversation with your mother about the transfer
13 of property?
14 A: No, sir.
15 Q: With your father about the transfer of property?
16 A: No, sir.
17 Q: Kenneth?
18 A: Huh-uh (negative response), no, sir.
19 Q: And you heard their testimony?
20 A: Uh-huh (affirmative response). The first time I
21 spoke to my mother about it was in August of
22 2009; whenever she brought it up, and then a
23 couple of times after that with my brother,
24 asking me to sign it over. My father, I've never
25 had a conversation once with him about the land.

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1 Q: And your testimony was that your husband was on
2 the Internet, he just happened to find out that
3 you had a piece of property in your name in Horry
4 County, right?

5 A: Yes, sir.

6 Q: But you didn't live in Horry County at that time,
7 did you?

8 A: No, sir. We lived in Charleston.

9 Q: Your husband just happened to be surfing the
10 Internet and found out that you have \$162,000
11 piece of property in your name all of a sudden?

12 A: Well, after my father made the comment of his net
13 worth, that he was worth so much, it got my
14 husband curious on how much he was actually
15 worth, so that's how he found it. My name was
16 attached, and that's how he found the property in
17 my name.

18 Q: So you say he was searching your daddy's name and
19 came across your name?

20 A: Uh-huh (affirmative response), yes, sir.

21 Q: When you discovered that, did you not think it
22 odd that you had \$162,000 piece of property all
23 of a sudden in your name?

24 A: No, not, to be honest, no, because my brother had
25 had, had property, so ---

1 Q: How did you know your brother had property in his
2 name?

3 A: Because my brother had told me before. I mean, I
4 knew ---

5 Q: When was that?

6 A: --- had property. I don't recall when.

7 Q: So he told you that your parents transferred
8 property into his name?

9 A: Well, I knew he had property that he lived on
10 that my parents had transferred over to him.

11 Q: So you did have a conversation with your brother
12 about property?

13 A: About his, yes, but ---

14 Q: But not about yours?

15 A: No.

16 Q: Strictly his?

17 A: Oh, it, it was years before that that I knew
18 about my brother's property, but I don't know
19 exactly, exactly when.

20 Q: Okay. So years before, you had a conversation
21 with your brother about the transfer of property?

22 A: Well, whenever he got married.

23 Q: But did you call the county and say, Horry County
24 and say, "There must be some mistake. There's a
25 piece of property transferred in my name I don't

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1 know anything about"?

2 A: No, sir.

3 Q: Did you talk to your parents and say, "How all of

4 a sudden do I have \$162,000 worth of assets in my

5 name?"

6 A: No, sir.

7 Q: You just took it for face-value, "I've got it,"

8 and just like finding a dime on the street,

9 picked it up and put it in your pocket, same

10 thing with this?

11 A: Yes, sir.

12 Q: No questions asked, just took it?

13 A: Uh-huh (affirmative response).

14 Q: All right. And you said that as far as

15 discussions about the property, you don't recall,

16 you said you don't recall having any

17 conversations about the property with your

18 parents?

19 A: No, sir, not ---

20 Q: The first conversation you had about the property

21 was in August of 2009 with your mother?

22 A: Yes, sir.

23 Q: Did she initiate that conversation or did you?

24 A: She did.

25 Q: So from May or June of 2009 until August 2009,

1 two or three months, you never mentioned it to
2 your parents, that you got \$162,000 worth of
3 property that they used to own that's now in your
4 name?

5 A: No, sir.

6 Q: Never struck up a conversation?

7 A: Huh-uh (negative response), no, sir.

8 Q: And your mother asked you to sign the property
9 over to your name -- from you to her?

10 A: Yes, sir.

11 Q: And did she explain to you it was to benefit your
12 handicapped adopted siblings?

13 A: She had said that it was for the, pay back the
14 SSI.

15 Q: And so at that point, in August 2009, then it
16 was, assuming that you had never had any
17 conversation with anybody, then it was revealed
18 to you, the reason why the property was
19 transferred into your name, correct?

20 A: Right. She explained ---

21 Q: So you understood ---

22 A: She explained it to me at that point. I didn't
23 know prior to that conversation.

24 Q: But then once you understood why the property was
25 transferred into your name, even if you hadn't

1 had conversation with anybody up to that point,
2 you knew then that the property was transferred
3 into your name in order to get SSI for the two
4 adopted children?

5 A: What, what do you mean? I'm not understanding.

6 Q: Your mother, did your mother explain to you the
7 reason for the transfer of property in August
8 2009?

9 A: Yes, sir.

10 Q: And did she tell you that the reason that she
11 transferred the property into your name was so
12 that they could avoid that ---

13 A: Yes, sir.

14 Q: --- \$40,000 penalty?

15 A: Yes, sir.

16 Q: So at that point in time, you knew the reason for
17 the transfer of property?

18 A: Yes. That's whenever I discovered it, whenever
19 she told me, yes, sir.

20 Q: And she asked you to transfer it back into your
21 parents' names, and you told her no?

22 A: Yes, sir.

23 Q: Flat out no?

24 A: No.

25 Q: You don't care about the welfare of your

1 siblings?

2 A: I do, yes, sir.

3 Q: Do you understand this is the only property, that
4 this is the only way they can make a living, was
5 based on this property?

6 A: I do not feel it's the only way they can make a
7 living.

8 Q: You've heard the testimony of your parents?

9 A: Yes, sir.

10 Q: And you feel like they can go out and they can
11 make a good living, and you and your husband
12 collectively make almost \$200,000 a year, and
13 you're keeping this \$162,000 worth of property?

14 A: Yes, sir.

15 Q: While your siblings don't have any assets?

16 A: I feel as though they can have a job and they can
17 work. I lived with them for 21, 22 years. I
18 know how they function, too. I may not know this
19 current day, I haven't seen them in a couple of
20 years, but I feel as though that they can hold
21 jobs if they want to.

22 Q: Is it your feeling that you got yours, they've
23 got to get theirs?

24 A: No. They've got theirs too. They're still ---

25 Q: Where is their property?

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1 A: However how much my mother and father still have
2 with a house and all of that. They still have
3 all that property and property across the street.
4 I don't know how many acres that is.

5 Q: So after your mother asked you to transfer the
6 property back to them, you then put half interest
7 in your husband's name?

8 A: Yes, sir.

9 Q: After you knew the purpose of the transfer of
10 property to you?

11 A: Yes, sir.

12 Q: And you did not pay a dime for this property?

13 A: No, sir.

14 Q: And you said that you transferred the interest
15 into your husband's name because you were in fear
16 that your mother would forge your name?

17 A: Yes, sir.

18 Q: Has she ever forged your name before?

19 A: Not that I know.

20 Q: But that's your sole reason to put half interest
21 in your husband's name, is to keep your mother
22 from forging your name, but she's never done it
23 before?

24 A: Not that I know.

25 Q: And you paid property taxes from '09 till

1 current, correct?

2 A: Yes, sir.

3 Q: And you paid the property taxes knowing that your
4 mother asked you to transfer the property back to
5 her?

6 A: Yes, sir.

7 Q: And you had a conversation with Kenneth after,
8 what, a year and a half ago; is that correct?

9 A: Roughly, yes, sir. I know it was in the -- I
10 think it was in early winter. The last
11 conversation I had with him about it was in early
12 winter of 2011, because his wife and I were both
13 pregnant and about to have babies.

14 Q: And did he explain to you that it was your
15 parents' wish that you transfer that property
16 back into their names?

17 A: Yes. He told me that, yes, sir.

18 Q: Can I see that Exhibit 8, please?

19 A: Yes.

20 Q: So Exhibit 8, this Title to Real Estate, do you
21 recall having the conversation with Kenneth about
22 transferring property back to you -- from you, to
23 your parents?

24 A: I recall having conversations with him, not about
25 any of this paperwork.

1 Q: Not about this?
2 A: Huh-uh (negative response).
3 Q: Did you tell him that you did not wish to
4 transfer the property back to your parents?
5 A: Yes, sir. That's what I told him.
6 Q: Did he offer you \$5,000 to do it?
7 A: Yes, he did.
8 Q: And you said no?
9 A: Right, yes, sir.
10 Q: So you said that Kenneth had property in his
11 name, so that you felt like you deserved to have
12 property if Kenneth had property; is that right?
13 A: Yes, sir.
14 Q: Were you aware that Kenneth transferred the
15 interest that he had back into he and your
16 daddy's name?
17 A: No, sir.
18 Q: So in January of 2010, you had a conversation
19 with Kenneth, and he didn't mention that he
20 transferred the property back into his daddy's
21 name ---
22 A: No, sir, not that I recall.
23 Q: --- and his name jointly? You don't recall that?
24 A: No, sir.
25 Q: So you have used this property that you didn't

1 pay anything for as collateral for a loan from
2 Anderson Brothers Bank?

3 A: Yes, sir.

4 Q: You've gotten a lot of benefit from this property
5 that magically appeared into your name, haven't
6 you, and it's served you well, hasn't it?

7 A: It allowed me to get my home.

8 Q: Do you often receive property for no money, for
9 free?

10 A: No, sir, I haven't.

11 Q: And it didn't cause any bells and whistles to go
12 off in your head that something might be up with
13 this?

14 A: No, sir, because I was going through issues with
15 them, I had a newborn baby at home, and I
16 honestly, no, I didn't -- It did not cause any
17 bells and whistles.

18 Q: And you said that if you had to transfer this
19 property back, it would cause you to go in
20 default with Anderson Brothers' loan?

21 A: Yes, sir. I don't have anything else to put up
22 for collateral.

23 Q: Well, you make \$200,000 a year.

24 A: I don't have anything else to put up for
25 collateral.

1 Q: Excuse me one second. That's all the questions.

2 Thank you.

3 The Court: Any redirect, Mr. Thompson?

4 Mr. Thompson: Real short.

5 REDIRECT EXAMINATION

6 BY MR. THOMPSON:

7 Q: Nealy, did or has Lynn or Monroe Cook helped you
8 or Jarrett financially to get your education so
9 you can make the kind of money you're making?

10 A: No, sir.

11 Q: And as far as Kenneth's property, the property
12 that has been deeded to him that you talked
13 about, are you talking about that one acre where
14 his mobile home is that they deeded to him a long
15 time ago?

16 A: Yes, sir.

17 Q: And when your mother talked to you about deeding
18 the property back, did she also mention that I-73
19 was supposed to be coming through that property?

20 A: She did, yes, sir.

21 Q: And did you ever promise at any time to deed the
22 property back to your mother and father?

23 A: No, sir, I did not.

24 Q: Thank you.

25 Mr. Long: No.

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1 The Court: Mr. Thompson, next witness.
 2 Mr. Thompson: That is our case.
 3 The Court: You rest?
 4 Mr. Thompson: We rest.
 5 The Court: Mr. Long, any reply
 6 testimony?
 7 Mr. Long: No, Your Honor.
 8 The Court: All right. Let's have some
 9 motions then if y'all would like.
 10 Mr. Thompson: I have two motions.
 11 The Court: All right. Do you have any
 12 motions?
 13 Mr. Long: No.
 14 Mr. Thompson: The first motion on behalf
 15 of the Defendants is a motion to amend our
 16 answer to conform to the evidence under Rule
 17 15(b), the defenses of lack of consideration,
 18 illegality, and unclean hands, although not
 19 pled, have been tried without objection,
 20 meaning that the parties have consented to
 21 those issues being tried. As such, I move to
 22 amend the defense's answers to allege lack of
 23 consideration, illegality, and unclean hands as
 24 additional defenses. According to the rule,
 25 amendments to conform to the evidence can be

1 done at any time, including after judgment.
2 The Court: Mr. Long?
3 Mr. Long: My reply would be that this
4 has been an ongoing case for almost two years
5 now and we had ample opportunity to amend the
6 answer up until this point, and I feel that if
7 the answer is amended at this point in time, it
8 would be prejudicial to my clients.
9 The Court: I'm going to take that
10 motion under advisement for now. I am
11 concerned that it is post-testimony and that
12 ---
13 Mr. Thompson: Can I make one last comment
14 on that?
15 The Court: Yes.
16 Mr. Thompson: Under the rule, prejudice
17 to the opposing party, once they have consented
18 to the trying of it in the case, it is not an
19 element of that.
20 The Court: I agree with that's what
21 the rule says, but I'm not sure at this point,
22 I don't want to belabor it at this point, that
23 the Defendant was actually aware that those
24 defenses were being tried.
25 Mr. Thompson: Okay. The second motion,

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1 again, is I renew my motion for directed
2 verdict upon the same grounds as before, with
3 the addition of the causes of action. As to
4 the breach of implied contract, I renew my
5 motion based on the same arguments as before,
6 plus the fact that there has been no meetings
7 of the mind. Ms. Taylor has testified that she
8 had no conversations whatsoever with Mr. and
9 Ms. Cook, and so there were no meetings of the
10 mind with regards to whether a contract had
11 been formed for her to take the property and
12 then deed it back.

13 My unjust enrichment argument is still
14 the same, that there's no fiduciary
15 relationship because a unilateral action by the
16 Cooks in deeding is not sufficient under the
17 Regions Bank case and that the Cooks have
18 unclean hands. That goes to the breach of
19 fiduciary duty, as well.

20 Constructive fraud is the same
21 argument as before, that the representation
22 they allege, even though it is denied by my
23 client, was one of a mere promise as to a
24 future event of deeding it back, which was
25 later unfilled, which is insufficient proof,

1 the representation. That's Woods versus State,
2 314 S.C. 501.

3 Also, a new one would be, a new
4 argument would be that this was a gift, that
5 there was a donative intent shown by the Cooks
6 signing the deed, that there was a delivery of
7 the deed because it was recorded in the public
8 records of Horry County; and Ms. Taylor
9 testified that she accepted that deed and acted
10 on it.

11 The assumption of the risk argument is
12 the same, and basically, that comes only from
13 the testimony of the Cooks that they knew the
14 danger of deeding it but they did it anyhow.
15 Another new argument would be the estoppel
16 argument. There's testimony that, according to
17 Ms. Taylor, that she didn't even know that the
18 property was transferred to her until nine or
19 ten months later, so the Cooks concealed that
20 fact to her and concealed their arguments for
21 the reason for conveying it, that it was
22 expected that Nealy would act on that ownership
23 and rely on it as being hers, and that she
24 changed her position, her financial position,
25 giving part of it away and becoming indebted

1 into Anderson Brothers Bank.

2 A promissory estoppel argument we have
3 is that the conveyance, Nealy testified the
4 conveyance of the property was a promise that
5 she could have it, she relied on that promise
6 as discussed, and acted on that promise. The
7 waiver is the same argument based solely upon
8 the testimony of the Cooks that they
9 intentionally signed the deed, relinquishing
10 all rights to the property without protecting
11 themselves from anything.

12 And as far as the directed verdict on
13 necessary, indispensable parties, to go back
14 and void the deed from the very beginning would
15 cause severe prejudice to my client and the
16 fact that Anderson Brothers Bank now, she would
17 be in default with them, I don't believe that
18 it can be done, going back and void it from the
19 very beginning and disregard everything that
20 has been done subsequently, because there has
21 been no evidence of fraud, constructive or
22 otherwise. And that is it.

23 The Court: All right. I'm going to
24 respectfully deny the motions as to everything
25 except for constructive fraud, and I'd like to

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1 hear you, Mr. Long, on the constructive fraud.
2 I do think there's enough at least for me
3 consider each of the other causes of action.

4 Mr. Long: As to constructive fraud,
5 there are three elements. First, you have to
6 establish that there's a fiduciary
7 relationship; second, there has to be
8 disclosure of all known information that is
9 significant and material; and third, there has
10 to be a breach of fiduciary relationship.

11 Now, we have established through
12 testimony that there was evidence of, in my
13 opinion, enough evidence to survive the motion
14 for directed verdict. There is a fiduciary
15 relationship between parent and child and that
16 there's testimony that the Plaintiffs, the
17 parents, conveyed to the child, to the
18 Defendant, that they entrusted her with this
19 piece of property, and so, therefore, a
20 fiduciary relationship was established
21 specifically for the purpose of transferring
22 this piece of property.

23 As to the second element, disclosure
24 of all known information that is significant
25 and material, testimony by the Plaintiffs and

1 also by Kenneth Cook show, at least by a
2 preponderance of the evidence, that there was
3 disclosure to the Defendant about the reason
4 for the transfer and also what was expected of
5 her, to maintain this property for possible
6 reconveyance at a future date.

7 And then third, there's testimony by
8 the Plaintiffs that the Defendant did breach
9 that fiduciary relationship and also testimony
10 of the Defendant herself. After she was told,
11 assuming, in light most favorable to her, that
12 she did not know that the property was
13 transferred to her for the Plaintiffs being
14 able to accept SSI for the adopted children,
15 once she found that out and knew and Ms. Cook
16 asked her to reconvey that property, she denied
17 it and she went further to convey half the
18 interest of the property into her husband's
19 name. So there was a breach of fiduciary
20 relationship, even after the fact that the
21 Plaintiff was made aware of the reason for the
22 conveyance, in light most favorable to the
23 Defendant. So based on that, I would say that
24 there is enough evidence to survive a directed
25 verdict for constructive fraud.

1 The Court: Do you want to add
2 something?
3 Mr. Thompson: May I respond?
4 The Court: Yes.
5 Mr. Thompson: First of all, when it comes
6 to fraud, that look at the events that occurred
7 at the time, which means at the transfer. It
8 doesn't look after the fact. The second thing
9 is Mr. Long mentioned three or four elements
10 when, in fact, there are eight elements that
11 have to be proven for constructive fraud.
12 There are nine elements in actual fraud.
13 Constructive fraud drops out the intent. So
14 there are eight elements you have to look at.
15 But one of the primary ones you have to look at
16 is the representation, and that representation
17 must be of an existing fact. That's the Woods
18 versus State file, and it's clear, it says not
19 mere promises or statements as to future events
20 which are later unfulfilled, and so they had to
21 prove that whenever it was deeded to her that
22 if there was a promise at all, which we deny,
23 that at that time she had to have decided, "I
24 ain't deeding it back to you. I'm telling you
25 I'm going to, but I'm not going to," and they

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1 haven't proven that element.
2 The Court: All right. I'm going to
3 deny it, but I hear your argument. Thank you.
4 What do y'all want to do about -- any closing
5 arguments? I'll be glad to entertain them.
6 Mr. Thompson: I would like to just give a
7 short one.
8 The Court: Okay.
9 Mr. Long: I'll give a short one also.
10 That will ---
11 The Court: Let's keep it short.
12 Mr. Long: Just for the record.
13 The Court: I don't want to shortchange
14 anybody, but I think I've got a pretty good
15 handle on what the issues are in the case. Mr.
16 Long?
17 Mr. Long: Thank you. In closing,
18 just basically give you a timeline of the
19 events of the transfer. As testimony has
20 shown, the Cooks were receiving SSI benefits
21 for the two adoptive children long before the
22 transfer -- or long before the purchase of the
23 property in question, and on February 16th,
24 2007, the Plaintiffs purchased 18.7 acres from
25 Thad Strickland. This purchase triggered,

1 caused a red flag to go up for SSI that they
2 own too much property.

3 Once that red flag went up, Ms. Cook
4 met with the Social Security office, and they
5 told her that she needed, in so many words,
6 that they needed to transfer property, get it
7 out of her name. Ms. Cook first went to
8 Kenneth Cook and told him that she needed to
9 transfer property into his name so that they
10 can once again be eligible to receive SSI
11 benefits for the two handicapped adopted
12 children. Evidence was presented by Kenneth
13 Cook that that was his intent, that Ms. Cook,
14 his mother, did relay the information to him,
15 that was the purpose of the transfer. He
16 accepted that transfer into his name for the
17 benefit of receiving SSI.

18 Evidence was entered that said that
19 Ms. Cook then went back to SSI or the Social
20 Security office and said, essentially said, "Is
21 this enough transfer of property for my
22 children to once again be eligible to receive
23 SSI?" It was determined that they still had
24 too much property. Evidence showed that Ms.
25 Cook and Mr. Cook then went to Nealy, their

1 daughter, and said, "We need to transfer
2 property into your name in order for the
3 adopted children to receive SSI benefits."
4 According to the Cooks, Nealy allowed them to
5 deed the property into her name, and then on
6 August 28th, 2008, the property was deeded into
7 Nealy's name, as testimony showed, with her
8 full knowledge of the intent of the Cooks.

9 Later, after that, the Social Security
10 office told the Cooks, Ms. Cook specifically,
11 that they still had to pay \$20,000 back per
12 child, a total of \$40,000. Once the Cooks
13 realized that they had to repay the \$40,000,
14 the evidence showed that they said, pretty
15 much, "If we've got to pay back the \$40,000, we
16 might as well get the property reconveyed back
17 to us."

18 In January 2010, they went to Kenneth.
19 Kenneth agreed to deed the property back to
20 him, jointly, with his daddy, Monroe Cook.
21 Evidence showed that they then went to Nealy
22 and asked her to deed the property back. She
23 refused. The Cooks testified that they
24 approached Robin Ciacco in order to prepare a
25 title for Nealy to come and convey the property

1 back to the Cooks. Nealy, as I said, Nealy
2 refused.

3 As a result, brought this action in
4 order to either receive the property back or to
5 receive the value of the property, and that's
6 why we brought the action of unjust enrichment,
7 breach of fiduciary duty, constructive fraud,
8 and breach of implied contract. For time's
9 sake, I've already covered those elements and
10 the application to the facts of this case
11 during the motion for directed verdict.

12 The Court: Correct.

13 Mr. Long: So I'll spare you those.

14 The Court: Okay.

15 Mr. Long: So that's my closing
16 statement.

17 The Court: Okay. Mr. Thompson?

18 Mr. Thompson: My arguments as far as the
19 law go are the same as incorporated in my
20 directed verdict. I won't rehash those. Since
21 we were preparing for trial at one time, I've
22 got jury charges on the defenses, and I'd like
23 to hand those up to The Court, as well as I
24 found that Regions Bank. It was in my lap, and
25 I couldn't cite it to you. That's why I

1 couldn't find it, the Regions Bank and the
2 Woods versus State, and I'd like to hand those
3 up to The Court, as well. So I won't go
4 through that part again.

5 But in a nutshell, my argument,
6 closing argument comes to the timeline, as
7 well. It's just that in August of 2008, the
8 Cooks deeded the property to Nealy. Nealy
9 didn't even know it had been deeded to her
10 until nine or ten months later when she found
11 it, so she didn't know why it had been deeded
12 to her at that time.

13 Then the Cooks find out that their
14 children can't get benefits, that wasn't
15 sufficient for them to get benefits, by
16 transferring the -- or continued benefits, and
17 they actually had to pay \$40,000 back, resulted
18 in a liability to them, and then, what happens
19 next is, in April of 2009, Monroe Cook gets
20 thrown out of their house because they have a
21 disagreement. Then, in July of 2009, Monroe
22 Cooks shoots up the house, is arrested, has to
23 go to jail, and -- Anyhow, we know that.

24 Then they found out that I-73 is
25 coming through the property, and then, in

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1 August of 2009 is when Lynn Cook finally asked
2 for the property back because she needs it to
3 get away from Monroe, to pay back Social
4 Security benefits, and because she knows I-73
5 is coming through.

6 Then in October 2009, Nealy conveys a
7 half interest to Jarrett because she's scared
8 her mother's going to steal it from her. In
9 August of 2010, the Taylors use the property as
10 collateral. June 2011, the Cooks sue Nealy.
11 Basically, what we've got here is we've got a
12 deed of the property to Nealy outright, no
13 reservations in it whatsoever, and Nealy relied
14 on it, she used it, she gave part of it away,
15 and basically, the Cooks have now realized,
16 after the fact, that they made a mistake, they
17 shouldn't have deeded it. Things changed after
18 that where they just want it back now. I just
19 think of the old word I learned when I was a
20 kid, it's just Indian giver. That's where we
21 are on this.

22 The Court: Okay. If you'll hand that
23 up?

24 Mr. Long: I'll give you the law that
25 I relied on.

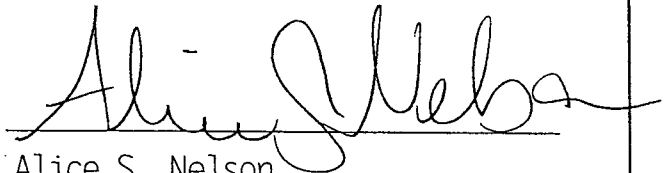
1 Mr. Thompson: Here's the charge too on
2 that, and I've only got one copy of these
3 cases, but I'll be happy to make copies for
4 you, ---
5 Mr. Long: That's all right.
6 Mr. Thompson: Are you sure?
7 Mr. Long: Yes.
8 Mr. Thompson: You didn't have the cite on
9 the -- I think I gave you the cite. I'll copy
10 these. Just let me copy it and give it to you,
11 if that's okay with The Court.
12 The Court: That's fine. I will take
13 this under advisement on a short schedule.
14 I'll get with y'all, but I'd like to meet with
15 y'all for just a few minutes, with everybody.
16 We're adjourned. We're done. So we'll close
17 the record on the matter, and thank y'all.
18 (THE ARBITRATION CONCLUDED AT 3:53 P.M.)
19
20
21
22
23
24
25

CERTIFICATE

This is to certify that the foregoing transcript of the arbitration before William E. Lawson, Esquire, consisting of TWO HUNDRED THIRTY (230) pages, is a true and correct transcript of the testimony given at said arbitration. The arbitration was reported by method of stenomask with backup.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 14th day of JUNE, 2013.



Alice S. Nelson
Verbatim Court Reporter
Notary in and for the State of
South Carolina
My Commission Expires: 7-26-16

COPY

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TMS Number correct
0250001143

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS,

That I, **Thad Strickland** in the State aforesaid for and in consideration of the sum of One Hundred Sixty Two Thousand Nine Hundred Seventy Two and 84/100 --- (\$162,972.84) DOLLARS, to me paid by **Monroe E. Cook and Lynn S. Cook**, 5234 Sarvis Road, Galivants Ferry, SC 29544 in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said **Monroe E. Cook and Lynn S. Cook**, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, the following described property to wit:

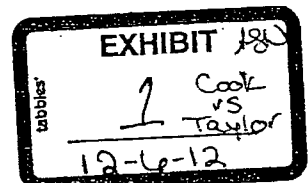
ALL AND SINGULAR, all that certain piece, parcel or tract of land, lying situate and being in **Floyds Township, Horry County, South Carolina** containing 18.78 acres, more or less, as delineated on that certain map of survey for "**Monroe E. Cook**" prepared by **Jack F. Davis, RLS**, dated December 28, 2006 and recorded in the Office of the ROD for Horry County in Plat Book 722 at Page 35, said map being incorporated herein by reference and made part and parcel hereof.

DERIVATION: This is a portion of the property conveyed to **Thad Strickland** by deed from **Randol Lephon Small** dated January 1, 1993 and recorded in the Office of the ROD for Horry County on January 2, 1993 in Deed Book 1604 at Page 873.

PARENT TMS# 025-00-01-064

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

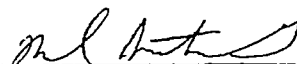
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Monroe E. Cook and Lynn S. Cook**, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion.

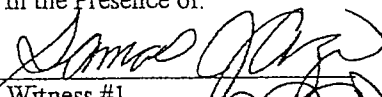


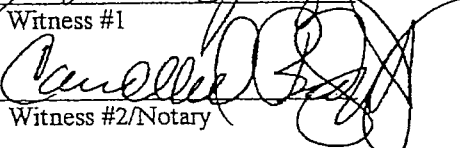
And I do hereby bind myself and my Heirs and Executors and Administrators, to Warrant and forever defend all and singular the said premises unto the said **Monroe E. Cook and Lynn S. Cook**, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness the execution hereof by grantor this 16 day of February in the year of our Lord Two Thousand Seven in the Two Hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In the Presence of:

 (L.S.)
Thad Strickland


Witness #1

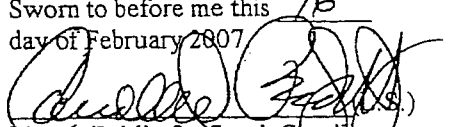

Witness #2/Notary

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Thad Strickland, Sign, Seal and as his/her/their Act and Deed deliver the within written Deed; and that (s)he with the undersigned notary witnessed the execution thereof.

Sworn to before me this 16
day of February 2007


Notary Public for South Carolina

My Commission Expires: 10/25/12



STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is described as 18.78 acres off Nichols Highway, located in Floyds Township, Horry County, South Carolina, being a portion of Horry County Tax Map Number 025-00-01-064 from Thad Strickland to Monroe E. Cook and Lynn S. Cook.
3. Check one of the following: The deed is
 - (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ Exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check One: Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$162,972.84
 - (b) ☐ The fee is computed on the fair market value of the realty which is _____
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes, which is _____
5. Check yes or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is _____
6. the deed recording fee is computed as follows:
 - (a) ☒ Place the amount listed in item 4 above here: \$162,972.84
 - (b) ☐ Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here).
 - (c) Subtract line 6(b) from 6(a) and place here. \$162,972.84
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \$603.10
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Buyer's Attorney

9. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 16th
day of February, 2007.

(SEAL)

Brenda P. Dun
Notary Public for S.C.
My Commission Expires:

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) Transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) That are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) Transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) Transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) Transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) That constitutes a contract for the sale of timber to be cut;
- (8) Transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity, which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) Transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) Transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) That constitute a Corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) Transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

against the Grantors and the Grantor's heirs and against every person whomsoever lawfully claiming or to
claim, the same or any part thereof.

WITNESS our Hands and Seals this 28th day of August, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Brenda P. [Signature]
Witness

Monroe E. Cook
MONROE E. COOK

Brenda P. [Signature]
Witness

Lynn S. Cook
LYNN S. COOK

THE STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 28th day of August, 2008, by the
Grantor(s), Monroe E. Cook and Lynn S. Cook.

SWORN to before me this 28th day of August, 2008

Brenda P. [Signature] (s)
Notary Public for South Carolina
Commission Expires:

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 18.78 acres more or less, bearing Horry County Tax Map Number , and was transferred by Monroe E. Cook and Lynn S. Cook to Nealy Lynn Taylor on August 28, 2008.
3. Check one of the Following: The Deed is
 - (a) Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) xx Exempt from the deed recording fee because (See Information section of this affidavit);
Less than \$100.00, exemption #1.
(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes or No

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - (b) The fee is computed on the fair market value of the realty which is .
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is .

5. Check Yes or No xx to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u>\$0.00</u>
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	<u>\$ 0.00</u>
(c) Subtract line 6(b) from line 6(a) and place result here:	<u>\$0.00</u>

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Monroe E. Cook and Lynn S. Cook.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28th day of August, 2008

Brenda P. [Signature]
Notary Public for South Carolina
My Commission Expires: 12-28-15

Monroe E. Cook Lynn S. Cook
Responsible Person Connected with the Transaction
Monroe E. Cook Lynn S. Cook
Print or type the above name here

442-35

SUBDIVISION
MAP
OF

818057112
18.78 ACRES OF LAND, IN FLOYDS TOWNSHIP, HORRY
COUNTY, S.C., SURVEYED FOR:

MONROE E. COOK
Ref: DB #1804, PG #873, DB #528, PG #405, DB #490, PG #838, DB #490,
PB #50, PG #63

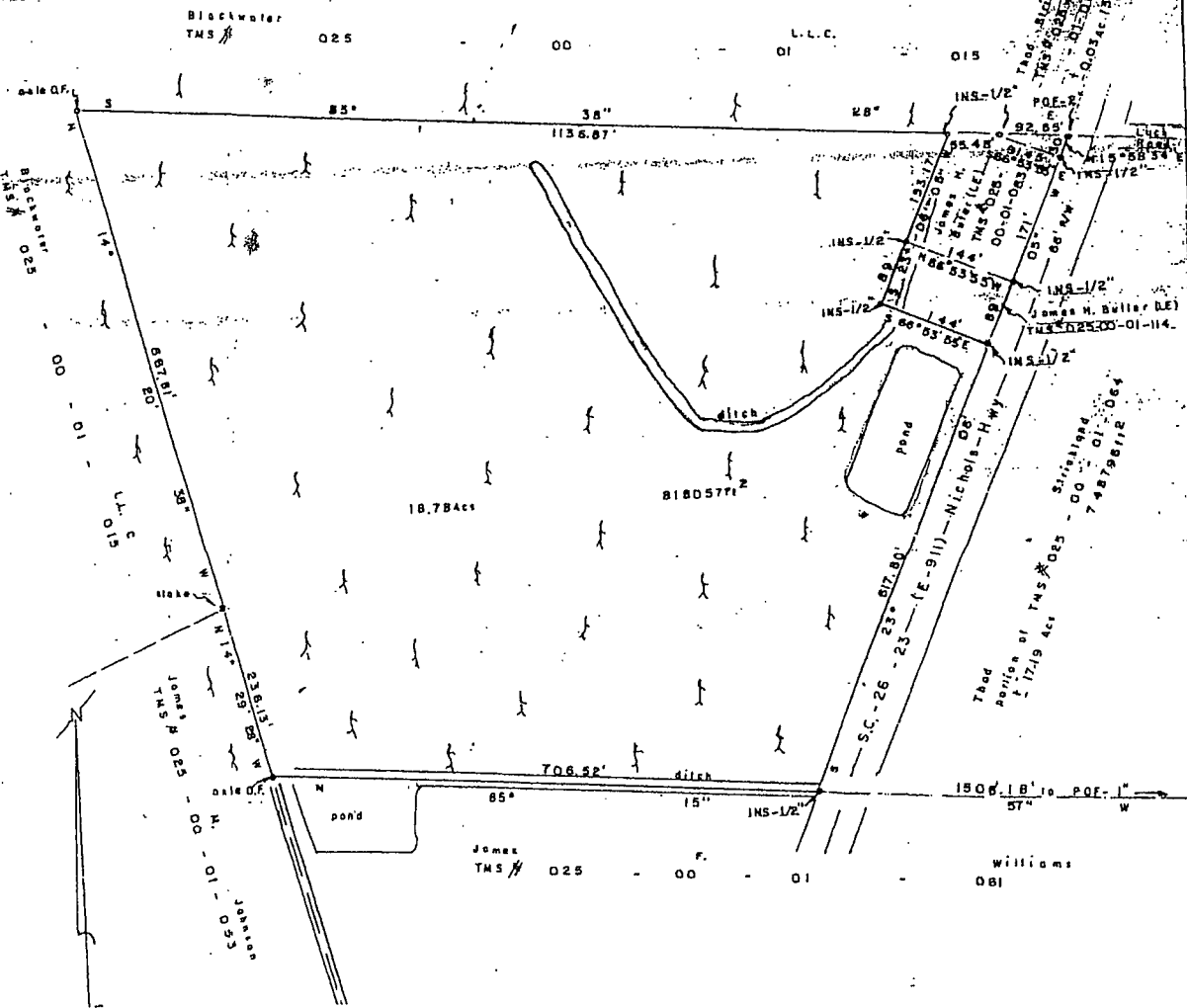
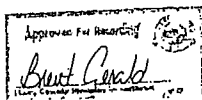
100' 80' 0" 100' 200'
DECEMBER 28, 2006 SCALE 1" = 100'

I hereby certify to the best of my knowledge, information and belief,
The survey hereon was made in accordance with the requirements of The
Minimum Standards Manual, for The Practice of Land Surveying, in South
Carolina and meets a class "C" survey as specified hereon.

JACK F. DAVIS RLS #4779
1876 Simpson Creek Road
Loris S.C. 29569
(843) 755 6048

Jack F. Davis

The undersigned hereby acknowledge that I am (we are) the owner(s) of the
property shown and described hereon, on that I (we) hereby dedicate to the
public or private use all items specifically shown or indicated on said plat
name date signature
David Strickland 2-13-07
property is located in FLOOD ZONE "X" according to FIRM MAP #45051C0175
dated Aug. 23, 1999
proposed land use "FB A"
no geodetic marker found in 2000



PREPARED BY:

ROBIN M. CIACCIO, PA
306 MAIN STREET
CONWAY, SC 29526

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

THE STATE OF SOUTH CAROLINA)
COUNTY OF MYCOUNTY) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That, I, Monroe E. Cook, herein referred to as the Grantor, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) to me paid by Kenneth M. Cook, hereinafter Grantee, in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs, successors and assigns forever.

All and Singular, all that certain piece, parcel or tract of land, situate, lying and being in Galivants Ferry Township, Horry County, South Carolina, containing 14.77 acres, more or less, as shown on that certain plat prepared by Jack F. Davis, R.L.S., dated May 4, 1995. A copy of said map is recorded in Plat Book 145 at Page 190, Office of the RMC for Horry County and is by reference incorporated herein as forming a part and parcel of this description.

This being the identical property conveyed to Monroe E. Cook by Deed from Jo Ellen Tyler and Joseph W. Tyler, filed January 14, 1997 and recorded in the ROD Office for Horry County in Deed Book 1913 at Page 1431.

TAX MAP NUMBER: 034-00-01-060

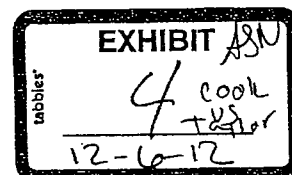
GRANTEE'S ADDRESS: 5234 Sarvis Road
Galivants Ferry, SC 29544

This conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, his heirs and assigns forever.

AND THE GRANTOR does hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against the Grantor and the Grantor's heirs and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.



WITNESS My Hand and Seal this 20th day of March, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness.

Witness

Monroe E. Cook
MONROE E. COOK

THE STATE OF SOUTH CAROLINA)

COUNTY OF MYCOUNTY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 20th day of March, 2008, by the
Grantor(s), Monroe E. Cook

SWORN to before me this 20th day of March, 2008

Joline G. Hughes (L.S.)
Notary Public for South Carolina 9-18-2016
Commission Expires:

STATE OF SOUTH CAROLINA

COUNTY OF MYCOUNTRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 14.77 acres more or less Galivants Ferry Township, bearing MyCounty County Tax Map Number 034-00-01-060, and was transferred by Monroe E. Cook to Kenneth M. Cook on March 20, 2008.
3. Check one of the Following: The Deed is
 - (a) Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) xx Exempt from the deed recording fee because (See Information section of this affidavit);
Less than \$100.00, exemption #1.
(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes ___ or No ___

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes ___ or No XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$0.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	\$0.00
(c) Subtract line 6(b) from line 6(a) and place result here:	\$0.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Monroe E. Cook.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 20th day of March, 2008

John G. Hughes
Notary Public for South Carolina
My Commission Expires: 9-18-2016

Monroe E. Cook
Responsible Person Connected with the Transaction
Monroe E. Cook
Print or type the above name here

PREPARED BY:

ROBIN M. CIACCIO, PA
306 MAIN STREET
CONWAY, SC 29526

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

THE STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That, I, Kenneth M. Cook, herein referred to as the Grantor, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) to me paid by Monroe E. Cook and Kenneth M. Cook, hereinafter Grantee, in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs, successors and assigns forever:

All and Singular, all that certain piece, parcel or tract of land, situate, lying and being in Galivants Ferry Township, Horry County, South Carolina, containing 14.77 acres, more or less, as shown on that certain plat prepared by Jack F. Davis, R.L.S., dated May 4, 1995. A copy of said map is recorded in Plat Book 145 at Page 190, Office of the RMC for Horry County and is by reference incorporated herein as forming a part and parcel of this description.

This being the identical property conveyed to Kenneth M. Cook by Deed from Monroe E. Cook recorded on March 20, 2008 in Deed Book 3322 at Page 2024 in the Horry County Register of Deeds.

TAX MAP NUMBER: 034-00-01-060

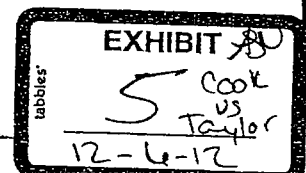
GRANTEE'S ADDRESS: 5234 Sarvis Road
Galivants Ferry, SC 29544

This conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, his heirs and assigns forever.

AND THE GRANTOR does hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns,



Instrument#: 201100001178(DEED BK: 3503 PG: 1072 DOCTYP: 001 02/07/2011 at
11:10:01 AM, 2 OF 3, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF
DEEDS

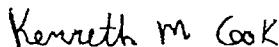
against the Grantor and the Grantor's heirs and against every person whomsoever lawfully claiming or to
claim, the same or any part thereof.

WITNESS My Hand and Seal this 28th day of January, 2010.

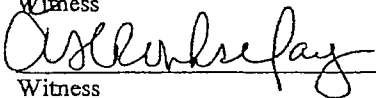
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness



KENNETH M. COOK



Witness

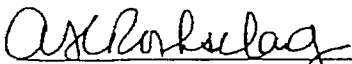
THE STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 28th day of January, 2010, by the
Grantor(s), Kenneth M. Cook.

SWORN to before me this 28th day of January, 2010



(L.S.)

Notary Public for South Carolina

Commission Expires: 9-18-2016

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 14.77 acres in Galivants Ferry, bearing Horry County Tax Map Number 034-00-01-060, and was transferred by Kenneth M. Cook to Monroe E. Cook and Kenneth M. Cook on January 28, 2010.
3. Check one of the Following: The Deed is
 - (a) _____ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) XX Exempt from the deed recording fee because (See Information section of this affidavit);
Less than \$100.00, exemption #1
(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$5.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$0.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	\$ 0.00
(c) Subtract line 6(b) from line 6(a) and place result here:	\$0.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Kenneth M. Cook.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28th day of January, 2010

[Signature]
Notary Public for South Carolina
My Commission Expires 9.18.2016

Kenneth M Cook
Responsible Person Connected with the Transaction

Kenneth M. Cook
Print or type the above name here

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that I, Nealy Lynn Taylor, in the consideration of Ten and 00/100ths (\$10.00) dollars, and love and affection, the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto Nealy Lynn Taylor and Jarrett Russell Taylor, their heirs and assigns forever, the following described real estate, to wit:

All and singular, all that certain piece, parcel or tract of land, lying, situate and being in Floyds Township, Horry County, South Carolina, containing 18.78 acres, more or less, as delineated on that certain map of survey for "Monroe E. Cook" prepared by Jack F. Davis, RLS, dated December 28, 2006 and recorded in the Office of the ROD for Horry County in Plat Book 222 at page 35, said map being incorporated herein by reference and made part and parcel hereof.

This being the same property conveyed to the grantor herein by deed dated August 28, 2008 and recorded August 28, 2008 in the Office of the ROD for Horry County in Deed Book 3359 at Page 1646.

Grantee's Address: 2350 Brevard Road, Charleston, SC 29414

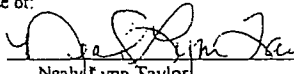
Tax Map # 025-00-011-43

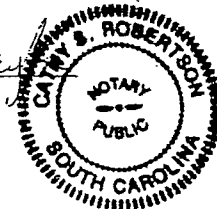
together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the Grantee, and the Grantee's heirs or successors and assigns, forever. And, the Grantor does hereby bind the Grantor and the Grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the Grantor's hand and seal this 1st day of October, 2009

SIGNED, sealed and delivered in the presence of:


Cathy S. Robertson

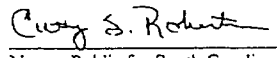

Nealy Lynn Taylor



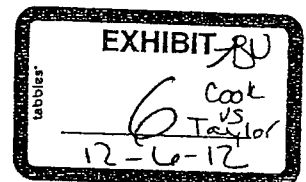
STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) PROBATE

Personally appeared the undersigned witness and made oath that she saw the within named Grantor sign, seal and as the Grantor's act and deed deliver the within written deed and that she, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 13th day of October, 2009


Notary Public for South Carolina
My Commission Expires: 8/19/2014

NO TITLE EXAMINATION
BY TIMOTHY M. AMMONS



Instrument#: 2009000113668, DEED BK: 3426 PG: 3495 DOCTYPE: 001 10/22/2009 at 01:58:36 PM, 2 OF 2, EXEMPT, BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, states:

1. I have read the information in this affidavit.
2. The property being transferred is located on 18.78 acres more or less in Horry County bearing Horry County Tax Map Number: 023-70-011-47.
Check one of the following: The deed is
a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
c) ☒ exempt from the deed recording fee because: Transferring to family 12-24-40(1)
3. Check one of the following if either item 3(a) or item 3(b) above has been checked:
a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$
b) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$
c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes is \$
5. Check Yes (Y) or No (N) to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer remained on the land, tenement, or realty after the transfer. If "Y", the amount of the outstanding balance of this lien or encumbrance is \$
6. The Deed recording fee is computed as follows:
a) Place the amount listed in Item 4 above here: \$ 0.00
b) Place the amount listed in Item 5 above here: \$ 0.00
c) Subtract Line 6(b) from Line 6(a) and place result here:
The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$10.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transfer as: Seller
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand and 00/100 Dollars (\$1,000.00) or imprisoned not more than six months, or both.

SWORN to before me this

15 day of October 2009
Curry E. Robertson
Notary Public for South Carolina

My Commission Expires: 8/19/2019

Nealy Lynn Taylor
Responsible Party
Nealy Lynn Taylor
Print or Type Name Here

STATE OF SOUTH CAROLINA

County of Horry

Nealy Lynn Taylor

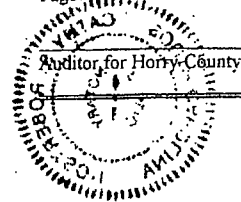
TO
Jarrett Russell Taylor

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my Office at M.o'clock on the day of October 2009 and was immediately entered upon the proper indexes and duly recorded in Book of Deeds at Page

Clerk of Court of Common Pleas and General Sessions for Horry County, South Carolina

I hereby certify that the within Deed has been this day of A.D. , recorded in Book of Deeds Page



STATE OF SOUTH CAROLINA

M O R T G A G E

COUNTY OF HORRY

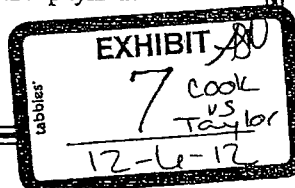
TO ALL WHOM THESE PRESENTS MAY
CONCERN:

Nealy Lynn Taylor and Jarrett Russell Taylor in the State Aforesaid

SEND(S) GREETING:

WHEREAS, Nealy Lynn Taylor and Jarrett Russell Taylor hereinafter referred to as mortgagor(s) in an by that certain note in writing bearing the even date herewith, am indebted to Anderson Brothers Bank, hereinafter referred to as mortgagee(s), Post Office Box 310, Mullins, South Carolina 29574, in the sum of Thirty-Five Thousand and 00/100 — (\$35,000.00) Dollars, maturing in accordance with the terms of that certain note of even date herewith for which this mortgage is given to secure, with future advancement up to Forty-Five Thousand and 00/100 — (\$45,000.00) DOLLARS reference to which is made for a statement of the terms contained therein and incorporated herein by reference, and in case said debt or any part thereof is not paid at maturity, and is collected by law or through an attorney at law, debtor or debtors promise to pay all expenses of collecting the same, including fifteen (15%) per cent, attorney's fees for collection and attorney's fees for any litigation, suit, action or foreclosure, (which fees and expenses are hereby secured) as in and by the said obligation or obligations in writing, reference thereto being had, will more fully appear.

NOW KNOW ALL MEN, That we the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment



thereof to the said mortgagee(s), according to the terms of the said promissory note; also in consideration of the further sum of THREE DOLLARS, to us the said mortgagors(s) in hand well and truly paid by the said mortgagee(s) at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargained and sell and release unto the said mortgagee(s), and more particularly described as follows:

SEE PROPERTY DESCRIPTION RIDER ATTACHER HERETO

TOGETHER with all and singular the Rights, Members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises unto the said mortgagee(s), his/her/their heirs, successors and assigns forever, and I/we do hereby bind ourselves and our/myself and my heirs, successors, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee(s), his/her/their heirs, successors and assigns from and against me and my/us and our heirs, successors, executors, administrators and assigns, and all persons whomsoever, lawfully claiming or to claim the same or any part thereof.

INSURANCE. It is hereby understood that the mortgagor(s), as the case may be, shall carry at his/her/their own expense, first insurance on the buildings on the mortgaged land to an amount equal to the loan, or such other sum as may be hereby agreed, to wit:

\$.00, with a reliable company or companies and the policy or policies shall be held by the mortgagee(s), his/her/their executors, administrators, successors or assigns, and shall be made payable to the mortgagee(s) as interest therein may appear. In the event of any failure or default herein on the part of the mortgagor(s), his/her/their executors, administrators, successors or assigns, as to said insurance, the mortgagee(s), his/her/their executors, administrators, successors or assigns, may insure the said premises as they may desire and charge all the premiums as an additional debt or debts with payment secured by this mortgage.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I/we the said mortgagor(s) do(es) and shall well and truly pay or cause to be paid, unto the said mortgagee(s), the said debt or sum of money aforesaid, with interest thereon, if any, shall be due according to the true intent and meaning of the said promissory note, then this deed of bargain and sale shall cease, determine, an be utterly null and void; otherwise shall remain in full force and virtue.

AND IT IS AGREED by and between the parties that the mortgagor(s) retain(s) the right to hold and enjoy the said premises until default in payment shall be made.

WITNESS THE DUE execution hereof on this the 20th day of August in the year of our Lord Two Thousand and Ten and in the Two Hundred and Thirty-Fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Misty G. Nolan

Nealy Lynn Taylor
Nealy Lynn Taylor

R Allen Barry Jr.

Jarrett Russell Taylor
Jarrett Russell Taylor

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

PERSONALLY appeared before me the undersigned witness, who, after first
being duly sworn, deposes and says that (s)he saw the within named **Jarrett Russell
Taylor** sign, seal and as their act and deed, deliver the within written Mortgage, and
that (s)he with the undersigned notary witnessed the execution thereof.

SWORN TO BEFORE ME

26th of August, 2010.

R Allen Barry Jr.
Notary for SC
Expiration: 4-7-15

Misty G. Nolan

PROPERTY DESCRIPTION

ALL AND SINGULAR, all that certain piece, parcel or tract of land, lying, situate and being in
Floyds Township, Horry County, South Carolina, containing 18.78 acres more or less, as
delineated on that certain map of survey for "Monroe E. Cook" prepared by Jack F. Davis, RLS,
dated December 28, 2006 and recorded in the Office of the ROD for Horry County in Plat Book
222 at Page 35, said map being incorporated herein by reference and made part and parcel hereof.

This being the identical property conveyed to Nealy Lynn Taylor and Jarrett Russell Taylor by
deed from Nealy Lynn Taylor and recorded in the Office of the ROD for Horry County in deed
book 3426 at page 3494.

TMS #025-00-01-143

PREPARED BY:

ROBIN M. CIACCIO, PA
306 MAIN STREET
CONWAY, SC 29526

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

THE STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

) TITLE TO REAL ESTATE
)

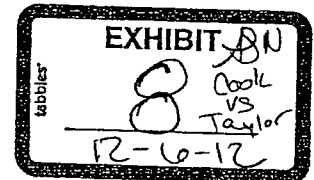
KNOW ALL MEN BY THESE PRESENTS, That, we, Nealy Lynn Cook, herein referred to as the Grantors, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) to us paid by Monroe E. Cook, hereinafter Grantee, in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, his heirs, successors and assigns forever:

ALL AND SINGULAR, all that certain piece, parcel or tract of land, lying situate and being in Floyds Township, Horry County, South Carolina containing 18.78 acres, more or less, as delineated on that certain map of survey for "Monroe E. Cook" prepared by Jack F. Davis, RLS, dated December 28, 2006 and recorded in the Office of the ROD for Horry County in Plat Book 222 at Page 35, said map being incorporated herein by reference and made part and parcel hereof.

This being the identical property conveyed to Nealy Lynn Cook by Deed from Monroe E. Cook and Lynn S. Cook recorded on August 28, 2008 in Deed Book 3359 at Page 1646 in the Horry County Register of Deeds.

TAX MAP NUMBER: 025-00-01-143

GRANTEE'S ADDRESS:



This conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, his heirs and assigns forever.

AND THE GRANTORS do hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against the Grantors and the Grantor's heirs and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS our Hands and Seals this ____ day of _____, _____.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Witness

NEALY LYNN COOK

Witness

THE STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

) **ACKNOWLEDGMENT**

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by the Grantor(s), Nealy Lynn Cook.

SWORN to before me this ____ day of _____,

(L.S.)
Notary Public for South Carolina
Commission Expires:

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 18.78 acres, bearing Horry County Tax Map Number 025-00-01-143, and was transferred by Nealy Lynn Cook to Monroe E. Cook on _____.

3. Check one of the Following: The Deed is

- (a) _____ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) XX Exempt from the deed recording fee because (See Information section of this affidavit):
Less than \$100.00, exemption # 1
(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

- (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
- (b) _____ The fee is computed on the fair market value of the realty which is _____.
- (c) XX The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed-recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	<u>\$0.00</u>
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	<u>\$ 0.00</u>
(c) Subtract line 6(b) from line 6(a) and place result here:	<u>\$0.00</u>

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Nealy Lynn Cook.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this _____ day of _____, _____.

Notary Public for South Carolina
My Commission Expires: _____

Responsible Person Connected with the Transaction

NEALY LYNN COOK

Print or type the above name here

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a State, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged, in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

INFORMATION (Continued):

- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791 (a)) and which is formed to operate or to take functional control of

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT
CASE NO: 2011-CP-26-4758

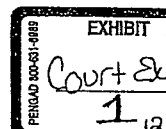
Monroe E. Cook and Lynn S. Cook,)
Plaintiffs,)
vs.)
Nealy Lynn Taylor,)
Defendant.)

ORIGINAL

**THE DEPOSITION OF
MONROE E. COOK**

Friday, December 9, 2011
11:47 a.m. - 1:07 p.m.

The deposition of MONROE E. COOK, taken on beha
of the Defendant at the law offices of Thompson &
Henry, P.A., located at 1300 Second Avenue, Third Flo
Conway, South Carolina, on Friday, December 9, 2011.



APPEARANCES:

FOR THE PLAINTIFFS:

John Reuben Long, II, Esquire
Post Office Box 1457
Conway, South Carolina 29528

FOR DEFENDANT:

Philip C. Thompson, Esquire
Thompson & Henry, P.A.
1300 Second Avenue, Third Floor
Post Office Box 1740
Conway, South Carolina 29528

COURT REPORTER:

Donna H. Martin
Certified Verbatim Reporter

Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

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EXAMINATION OF WITNESS:	PAGE

MONROE E. COOK

Examination by Mr. Thompson	5
Certificate of Court Reporter	69

EXHIBITS

(No exhibits were marked during this deposition.)

Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

STIPULATIONS

The deposition will be taken before Donna H. Martin, a Notary Public and Certified Verbatim Reporter in and for the State of South Carolina.

It is stipulated and agreed that this deposition is being taken for the purpose of discovery, for possible use during the trial, and for all other purposes permitted under the applicable rules of procedure.

It is stipulated and agreed that all objections, except as to the form of the question, will be reserved until the time of the trial.

It is stipulated and agreed between counsel and the above witness that the reading and signing of the above deposition be, and the same, are hereby waived.

1

Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

1 MONROE E. COOK, HAVING BEEN DULY SWORN, WAS
2 DEPOSED AS FOLLOWS:

3 EXAMINATION

4 BY MR. THOMPSON:

5 Q: Mr. Cook, again, good morning, Phil Thompson.

6 A: Good morning, nice to meet you.

7 Q: You too. And you heard me take your wife's
8 deposition. There are some things that I still
9 have to repeat, regardless.

10 A: Right.

11 Q: The number one thing being that if you have any
12 questions of me with regards to clarifications of
13 my questions or what I'm trying to ask or
14 anything like that, you need to direct those to
15 me rather than to Mr. Long or to your wife, fair
16 enough?

17 A: Fair enough.

18 Q: And another is I always just like to remind you,
19 because everybody's going to do it, regardless,
20 verbal responses, please, sir, rather than uh-huh
21 (affirmative response), huh-uh (negative
22 response), and a nod of the head, fair enough?

23 A: All right.

24 Q: Do you need to take a break? You've been sitting
25 in here for a while. Do you need to take a break

1 at all?

2 A: No, sir.

3 Q: Need anything to drink?

4 A: No, sir. I'm good, thank you.

5 Q: Have you got any questions of me before we get
6 started?

7 A: No, sir.

8 Q: If you would, give me your full name, please,
9 sir.

10 A: Monroe Edmond Cook.

11 Q: And Edmond is spelled how?

12 A: E-D-M-O-N-D.

13 Q: And your address is?

14 A: 5234 Sarvis Road. And I have another address.
15 It's 5627, Conway, South Carolina, Ash Lane, I
16 believe is the address.

17 Q: Now, where is your residence?

18 A: 5234 Sarvis Road.

19 Q: Sarvis Road. And the other piece of property
20 you're talking about, is that ---

21 A: It's rented.

22 Q: That's rented?

23 A: It's rented, so I can do my bookwork. My son
24 runs a business, but I have to do the bookwork
25 because he still ain't up for that, my oldest

1 son.

2 Q: Kenneth?

3 A: Kenneth.

4 Q: That's the other piece of property that your wife
5 was speaking of a little while ago?

6 A: Yes, sir. He deeded it back proper, just like
7 his sister's supposed to. We wasn't going to get
8 no assistance from the other, and the main
9 purpose of it was so that his residence couldn't
10 be seized, and we'd just pay back what they
11 overcharged -- overpaid us. So we're paying that
12 back. So the land issues, you know, it was just
13 clarified right there, just sign it back.

14 Q: What's your date of birth, please, sir?

15 A: 5/23/63.

16 Q: And your Social Security number?

17 A: Excuse me. I will have to ask my wife for that.
18 I can't remember it. Whenever I had my accident,
19 I had a bad head, and I don't carry no wallet
20 because I have to wear a brace, and I don't have
21 no room for my wallet. I'm harnessed up. But if
22 it's okay, she can give you my Social Security.

23 Q: I've get that from her afterwards, how about
24 that?

25 A: Okay.

1 Q: Rather than having ---
2 A: I remember the last of it's 1341, but the first
3 part ---
4 Q: Okay, good enough. Relatives 18 years of age or
5 older who reside in Horry County, whether by
6 blood or marriage, I understand you have a lot of
7 them. What are the last names?
8 A: Cooks, Johnsons, Capps, Curseys, that's about all
9 I can give you right now.
10 Q: And it's my understanding that you have one other
11 child besides the ones that your wife's gone
12 over; is that correct?
13 A: Yes. I have one son.
14 Q: And what's his name?
15 A: Jonathon Allen.
16 Q: Allen, okay, and how old is he?
17 A: He's 20.
18 Q: What does he do?
19 A: He's a mechanic.
20 Q: Where does he live?
21 A: Galivants Ferry, South Carolina. I don't know
22 his address.
23 Q: That's the only other child you have ---
24 A: Yes.
25 Q: --- besides the ones that your wife and I ---

1 A: And adopted.
2 Q: And your education?
3 A: Seventh grade, seventh grade.
4 Q: And where did you go to school?
5 A: Aynor.
6 Q: Where were you born?
7 A: Aynor.
8 Q: Lived here all your life?
9 A: Yes, sir.
10 Q: You lived out in the same area, off of Nichols
11 Highway?
12 A: Yes, sir. I still live right now within five
13 miles of where I was born.
14 Q: And if you would, tell me about your employment
15 history. What have you done for a living, to
16 make a living?
17 A: Mechanic.
18 Q: And where did you do that?
19 A: I worked at South Carolina DMV for, a mechanic,
20 and for 11 and a half years, and then I had a
21 back injury. Doctor said that, from the injury I
22 had, that he wouldn't release me to go back doing
23 mechanic work for the state, and that's all I
24 ever knew because my daddy raised me working on
25 cars. That's what he done, and that was my

1 profession and that was my livelihood. I said,
2 "Well, if I ever get where I can get back to
3 work, it will be mechanic work, " So I left my
4 retirement right in the Highway Department and
5 let them fill that mechanic job, and I just
6 didn't go back.

7 Q: Did you receive any kind of disability or
8 anything like that?

9 A: No, sir. I got a settlement for a injury. That
10 was all.

11 Q: And how much was that settlement?

12 A: 22,000.

13 Q: And you started back a mechanic business?

14 A: Whenever I got to where I could get on my feet
15 and go again, which is better than two years
16 later, I started my own mechanic business.

17 Q: Let me ask you, when did the injury occur at the
18 Highway Department?

19 A: I started with them when I was 17. My mama had
20 to sign for me to start with them, so about 28,
21 whenever I, ---

22 Q: 28?

23 A: --- yeah, whenever I quit.

24 Q: You'd be 48 right now?

25 A: Exactly.

1 Q: And you were out for two years or you didn't
2 start a mechanic business until you were about
3 30, correct?
4 A: Yeah. I was doing mechanic work then, but I
5 opened my own business at about 30 years old.
6 Q: And what was the name of the business?
7 A: Cook Repairs.
8 Q: And where was it located?
9 A: It's on the same piece of property we reside on,
10 our residence, on a dirt road, right between, my
11 mechanic shop. The business on one side and the
12 house is on the other side.
13 Q: Did you ever have any employees working with you?
14 A: No, sir, just my son, when he graduated about
15 eight years ago. He's been employed with me
16 since he graduated high school. He didn't want
17 to go to college. He wanted to follow me and do
18 my profession, mechanic.
19 Q: Your son being Kenneth?
20 A: Kenneth.
21 Q: And then you continued that business up until
22 April of 2007, when you got injured there?
23 A: April the 2nd, yes, sir.
24 Q: It's my understanding that an automobile fell on
25 you; is that ---

1 Q: And you were out for two years or you didn't
2 start a mechanic business until you were about
3 30, correct?
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5 opened my own business at about 30 years old.
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22 April of 2007, when you got injured there?
23 A: April the 2nd, yes, sir.
24 Q: It's my understanding that an automobile fell on
25 you; is that ---

1 correct?

2 A: Correct.

3 Q: Are you drawing any kind of disability?

4 A: I am disabled.

5 Q: And you probably answered my question, but it
6 was, are you drawing disability?

7 A: Yes, sir.

8 Q: From Social Security?

9 A: Yes, sir.

10 Q: And how long have you been drawing that
11 disability?

12 A: It took me a little over three years to ever get
13 it. I've been drawing it for, they start -- They
14 backed it up to April of '07, and I've been
15 getting it all the way to existing because they
16 paid me my back time, so seven to, to 2012,
17 almost 2012 now.

18 Q: So you got it some three years later, so about
19 sometime in 2010 is when you started getting it?

20 A: Yes, sir, 2010. And they back paid me to 2007,
21 and that's what went to pay that loan off on my
22 home. It was still owing, try to cut that
23 interest because I was disabled, and I completed
24 what cars I could, what I was doing at that time
25 when I got hurt, to pay that loan back so that,

1 you know, my home would be paid for again, and
2 less than two months later, in the process, when
3 it fell on me. I've just had bad, hard-luck for
4 the last five years, terrible.

5 Q: And you said to pay the loan off that was on your
6 home?

7 A: (Indicates affirmatively.)

8 Q: Okay. And that was the loan that was used to buy
9 this property that we're here for today?

10 A: The balance that I didn't have.

11 Q: So you paid that loan off?

12 A: Yes, sir. It's paid off now, satisfied.

13 Q: And, again, as you heard, I asked your wife.
14 It's nothing personal. It's something I ask you.
15 Are you on any type of medication, prescription
16 drugs or anything like that, alcohol, anything
17 this morning that would prohibit you from
18 answering my questions and understanding my
19 questions?

20 A: No, sir.

21 Q: Are you on any type of medication, prescription
22 drugs, or alcohol at all this morning?

23 A: Xanax and 10/650 Percocet for pain.

24 Q: Xanax?

25 A: Uh-huh (affirmative response).

1 Q: How many ---

2 A: .2.

3 Q: --- milligrams?

4 A: .2.

5 Q: How many times a day?

6 A: Three.

7 Q: And the other one was?

8 A: 10/650 Percocet.

9 Q: And what was the first thing you said before
10 Percocet?

11 A: 10/650, that's the milligrams of it.

12 Q: How many times a day?

13 A: Four times a day. And the, I have to take, since
14 this accident, a week later, I got MRSA staph in
15 my pelvis area. The plate was contaminated, so
16 I'm still contaminated. I have to take it daily.
17 Forget the name of it. It's a funny name,
18 antibiotic. It don't, don't cure MRSA staph. I
19 had, I have the antibiotic resistant one, and
20 they treated it for nine and a half weeks up at
21 MUSC, which is where I had all my surgeries, and
22 they treated me there for two weeks and then
23 seven and a half weeks at home, home nurse,
24 because I told them, "If I'm going to die, I want
25 to die at home with my family." They didn't want

1 to let me go, but after the accident, I was home
2 in 36 hours, the doctor said from eight to ten
3 weeks. If I'm dying, die at home. 36 hours, I'm
4 back at home. He said, "You're strong willed."

5 I told him, "Yes. My whole livelihood
6 and all my life was my family," you know, and I
7 wasn't going to lay there.

8 EXHIBIT NUMBER 1

9 IDENTIFIED FOR THE RECORD.

10 Q: With regards to this lawsuit that you and Ms.
11 Cook have filed, we've marked previously these
12 documents in Ms. Cook's deposition. So we'll go
13 back through them real quick. Exhibit Number 1,
14 that's the deed where you and Ms. Cook purchased
15 the property from Thad Strickland, correct?

16 A: Correct.

17 Q: And that's the property that we're here for
18 today, the 18.78 acres; ---

19 A: Yes, sir.

20 Q: --- is that correct?

21 A: Correct.

22 EXHIBIT NUMBER 2

23 IDENTIFIED FOR THE RECORD.

24 Q: And that's the 18.78 acres that we're talking
25 about in Exhibit Number 2, correct?

1 A: Correct.

2 Q: Tell me about, how do you know Thad Strickland?

3 A: Raised right there with him, raised with him,
4 went to school with his wife, raised with him,
5 you know, like part the family, just not kin. Me
6 and Thad lived within half a mile of one another.

7 Q: How did you find out that Thad wanted to sell
8 this land or did you approach him, or how did
9 that come about?

10 A: He put a for sale sign on it.

11 Q: I'm sorry?

12 A: He put a for sale sign on it.

13 Q: And you went over there, and what did y'all talk
14 about?

15 A: Went to Re/Max, which is Re/Max Realty, up in
16 Loris, and went ahead and paid \$5,000 good faith
17 money on it, had 30 days to fill the contract.

18 Q: Did y'all negotiate the price down?

19 A: A little, yes, we did.

20 Q: What was he asking for it; do you remember?

21 A: He was asking more than I paid. He let me go
22 with, it's seven -- 18.7 acres, and he charged me
23 with 17 acres, best I can remember right now, you
24 know, in writing, you know, the figures. He
25 wanted like 80 something hundred dollars a acre,

1 and it would've been like 180 something thousand,
2 but I worked with him on it till he brought it
3 down to 162 and odd dollars, and we split the,
4 the surveying, because we did a survey on it, the
5 price of the surveying.

6 Q: Did you talk to Mr. Strickland about what you
7 wanted to do with the property?

8 A: Yes, sir, what, what I was going to do with it.

9 Q: What did you tell him you were going to do with
10 it?

11 A: Told him I was going to put a drag strip, talked
12 to the neighbors while he was right there, and
13 they was, they was, you know, before I purchased
14 the property, I did that to make sure I didn't
15 buy something I couldn't use, but they was all
16 for it, and I told him, if I couldn't afford to
17 do that, that I was going to put in a mud bog for
18 them, and the property was ideal for it. It's
19 right beside the highway, and it was in a good
20 area to where it wouldn't interfere with no
21 neighbors.

22 Q: And you say you checked with the neighbors. Did
23 you check with any zoning or anything like that?

24 A: It's farm property, so farm property is not
25 zoned. It's not zoned. It's free and clear to

1 do what you want with it.

2 Q: Did you talk with your wife about buying this
3 property before you went to Mr. Strickland or
4 after you'd talked with Mr. Strickland?

5 A: Yes. We -- I looked all over the county. I'd
6 looked in Marion County and Horry County, and
7 that there was close to home, too, and that was
8 the best bet, to get that piece of property.

9 Q: So you had already been looking for a piece of
10 property to do the same thing?

11 A: Better than a year, because I look ahead and
12 because I know my children and what shape they're
13 in. I want them to have a family and be able to
14 provide for their family, you know, like I've
15 always been able to provide for mine, but they're
16 not physically capable and mentally capable to do
17 it, and at the time I adopted the children, we
18 didn't know it, but, you know, I don't regret it.
19 If it takes the shirt off my back, I will provide
20 for them.

21 Q: Who had you contacted in that year before you
22 bought this, who did you talk to about buying
23 property, looking for property?

24 A: Josh Johnson. He was with another real estate
25 company. I had him out searching, and I looked

1 at several pieces of property and ---

2 Q: Josh Johnson?

3 A: Josh Johnson.

4 Q: Do you know who he works with?

5 A: Right -- He's a farmer now. He went to farming.

6 He got married a couple years ago, and he's
7 living up at Spartanburg with, with, farming with
8 his father-in-law, peanut farmer.

9 Q: That's where he lives now?

10 A: Yes, sir.

11 Q: At the time, he was working for a real estate
12 company ---

13 A: Yes, sir.

14 Q: --- when he was helping you? Do you recall the
15 name of the real estate company?

16 A: I don't recall the name, no, because that's been
17 four or five years back. But he did find me a
18 piece of property over there in Marion County,
19 and I was going to purchase that piece of
20 property because it was cheaper and it was
21 larger, but whenever the owner asked him what I
22 was going to do with it, Josh told him, "Going to
23 build him a drag strip on it," he went up
24 \$50,000, said, "If he's going to put a drag
25 strip, 50,000 more dollars."

1 I said, "Tell him to keep it." So I got
2 on back out of Marion County and started looking
3 around Horry, and luckily, that popped up right
4 down, right down from the house.

5 Q: Do you know the name of the owner of that
6 property you were talking about?

7 A: No, sir. I never met him, went through the
8 realtor.

9 Q: Where was that property located?

10 A: It was located outside of Mullins on -- I don't
11 remember the name of the highway, but it was
12 outside -- it was in Marion County. And I, like
13 I said, I talked to several people about property
14 for a year or two there, a lot of my customers,
15 farmers, and I looked at what they had, and what
16 few spots, my select spots, they didn't want to
17 get rid of, so, and that there would have been
18 ideal for what I wanted, was just a little more
19 money than what I felt, was expecting to have to
20 put in.

21 Q: What was your plan as far as timeline of getting
22 that in order, starting up?

23 A: I done bought a road plow, a big loader, backhoe,
24 and a forklift. I was going to get started on it
25 immediately, but wham, two months later, I was

1 broke all to pieces, and it was, all stem from
2 this piece of property, because I was -- See, I
3 borrowed the balance to pay for the property, and
4 I was going to sell some of those cars.

5 See, I got six acres of cars, and I was
6 going to sell some of those cars and pay off the
7 loan that I got on the home because I want to
8 keep that piece of land clear so I don't have to
9 borrow money. So I was going to get rid of some
10 of the cars, pay the loan off the house, get rid
11 of that interest, and then the rest, I already
12 had the equipment.

13 I was going to do the work, my son, and
14 that's, you know, that was the intentions, to
15 convey the property our self and, and, and sell
16 the rest of it, what I call real estate, which is
17 the cars and commodities that I have there, you
18 know, junk cars, six acres of them, and it would
19 have covered, it would have covered putting in
20 the business, and my son is graduating this year.
21 It would've been ready by now. He, he'd have had
22 somewhere to went to work, you know, and gainful
23 employment, my 15-year-old and 17-year-old, and
24 my 23-year-old. 23-year-old, he's not
25 mechanically inclined. He's got ADH and a lot of

1 other things going on in his head, and, and he
2 was a Cook when I adopted him. He, he just had a
3 name, Berry, that's another name on my side of
4 the family, that's Berrys.

5 Q: What was the name?

6 A: Berrys.

7 Q: How do you spell that?

8 A: His, his grandmother was a Berry.

9 Q: Barry?

10 A: Berry, like a berry on a tree.

11 Q: Oh, Berry, B-E-R-R-Y, okay.

12 A: And that particular son has married a Berry in
13 North Carolina, but he's got the Cook name. He's
14 a Cook. He was a Cook when I adopted him.

15 Q: Tell me why or when, the first time you decided
16 that you wanted to convey this property to Nealy.

17 A: Whenever they -- After I got hurt, they stopped,
18 or the kids stopped getting SSI, Social Security
19 employment, and they said that I owned too much
20 property. That stuck up a red flag, whenever I
21 got that piece of property. Even though I own
22 two other tracts of property besides it, it never
23 stuck up a flag, but they bound us to paying back
24 everything that they paid, SSI, for like, I
25 believe it was like six or seven years, you know,

1 from, from up until that time. They said, "You
2 own too much."

3 So we just said, "Well, we don't need to
4 lose the property, you know. I have to sell it
5 because that is the children's future inheritance
6 and their, for their business. So, if it come
7 down to it, we'll have to pay them back in
8 monthly payments like they paid us." So that's
9 what we done. We conveyed that property into
10 Nealy's name, conveyed the other into my older
11 son's name, and just done that, put back in for
12 it, still wouldn't give it to us. So we're
13 having to pay it back. In other words, they
14 couldn't seize the young'uns' inheritance, and
15 I'm paying them back as they paid us back,
16 monthly, have been ever since.

17 Q: That was just for the Social Security income for
18 two of your adopted children, correct?

19 A: Yeah. They started getting that whenever I
20 started getting mine. They're drawing off of
21 mine, Social Security, you're talking about.

22 Q: You've got me a little confused. Now, they were
23 already receiving Social Security whenever ---

24 A: No, SSI, Social Security insurance.

25 Q: Okay. They were already receiving that when you

1 bought this property?

2 A: Right.

3 Q: And that's what they were denied?

4 A: Yes. It stuck a flag up, and they said, "Oh, you
5 own too much property, Mr. Cook."

6 Q: At that time, were you applying for any type of
7 disability benefits, as well?

8 A: I had applied because I got hurt two months after
9 I bought that property.

10 Q: You had already applied. When did you apply for
11 benefits?

12 A: I applied immediately.

13 Q: Why did it take so long? You said it took three
14 years to get yours. Why did it take so long to
15 get yours?

16 A: I ended up getting a attorney across the street
17 there to get it for me, you know. They, you
18 know, undeservingly, you know, demanded -- I
19 deserved all my back pay, but anymore, you have
20 to get an attorney or else you won't get it.

21 Q: They didn't tell you why they were turning you
22 down or why it took so long?

23 A: No, sir. All my doctors signed everything off,
24 and we went right before the, the judge down here
25 at the Beach. She never rebuked nothing. She

1 said, "You look like you're in pretty good
2 shape," said, "but by your doctor's orders,
3 you're in very bad shape," said, "I grant you
4 your disability."
5 Q: Did you ever talk to Nealy about transferring
6 this property to her before the property was
7 transferred?
8 A: Yes, sir.
9 Q: When?
10 A: A month or two before we done it, you know,
11 because, like I say, I was thinking of what might
12 could happen, what might would be outcome. I
13 felt like it'd be only fair that if they overpaid
14 us, and just because I bought that piece of
15 property for those handicapped and disabled
16 children, it'd only be fair that we pay back, you
17 know, don't seize what we have for our future,
18 for our children, don't put us out in the cold,
19 because, because they didn't give it all to me at
20 one time. We were getting it once a month.
21 Q: So you talked to Nealy a month before you
22 transferred the property to her?
23 A: Or better.
24 Q: And what were your discussions?
25 A: That that's what we were going to do, and she

1 knew exactly what this property was bought for.
2 She's a high school scholar. We put her through
3 college and all, always bought her cars, until
4 she got married. We kept her up, and her husband
5 that she married, he's a high school scholar.
6 The best I can gather right now, he's finally got
7 through third round. He's 30 or 31. He's went
8 to college three different rounds. He's a
9 anesthesiologist.

10 Q: Where were you when you talked to Nealy about
11 this?

12 A: I was at phone.

13 Q: At home?

14 A: Yeah.

15 EXHIBIT NUMBER 3

16 IDENTIFIED FOR THE RECORD.

17 Q: So that would have been, if this property was
18 transferred -- According to Exhibit 3, this
19 property was transferred August 28th of 2008 to
20 Nealy. About when do you think that conversation
21 with her occurred at your home?

22 A: It was on the phone, but ---

23 Q: Oh, it was on the phone?

24 A: Yes. We got one of those relationships there
25 that whenever she married Taylors, that's her

1 family. They don't, don't have nothing to do
2 with us.

3 Q: And this was before you transferred this property
4 to her?

5 A: Yes. I mean, that's why I didn't put his name on
6 it, or we didn't put his name on it. I did not
7 trust that boy. We put it strictly in her name,
8 put our address. If you'll see, home address,
9 that we received the tax notices, weren't going
10 to cost her a thing. She went behind our back.
11 She changed that so she'd get the tax notice the
12 next, following year, and then before we know it,
13 we hear through the, through the wind that she
14 put his name on it, and that was against our
15 will. That was, that was never discussed.

16 Q: And you admit that y'all haven't paid the taxes
17 on it, correct?

18 A: The first year, but she went and, behind our
19 back, again, like I was just saying, she had -- I
20 didn't know that, or we didn't until the
21 following year. I didn't get no tax notice on
22 the land. When we notified her, she had changed
23 the address to her mailing address. So she, and
24 I believe it's in some of the paperwork, where
25 she's trying to say that, oh, by law, it's hers

1 because she's been paying taxes on it. I reckon
2 that's one little wrench that they decided they
3 would do, where they could try to seize it, you
4 know, pay the taxes on it.

5 Q: You admit you haven't paid taxes on it since you
6 conveyed it to her?

7 A: Yeah. I haven't received the tax notice. She,
8 she changed the address so she'd get it herself,
9 unknowingly, you know, to us.

10 Q: You knew taxes were still going to be due on it,
11 regardless though, right?

12 A: And I knew then that she had went and, and done
13 what she done.

14 Q: So did you ever talk to her again before you
15 conveyed the property to her?

16 A: A right good many times, yeah.

17 Q: You did?

18 A: Yeah. And to let her know that we was going
19 there to get it conveyed off and how everything
20 was going to be. The tax notice would come to
21 us, we'd pay it, and it was going to be in her
22 name for safekeeping to see how things come out
23 on the other side. They couldn't seize the
24 property, which is the boys' inheritance, and if
25 it was their mistake, that they had overpaid us,

1 then we'd pay them back exactly as they paid us,
2 and that's what we've been doing.

3 Q: And all of these times you talked to her, you
4 talked to her on the phone, correct?

5 A: Yes, sir. They had a baby. Everything went fine
6 with us, you know, and her husband so far as what
7 communications we had until time for her, her
8 first child to be born, which shouldn't have
9 anything to do with this, but that's how he is.
10 He's a selfish type person. He didn't want us to
11 have anything to do with that grandchild, even
12 though we went down to the Beach just before the
13 baby was born. We bought everything for that
14 baby's room, crib, bassinette, swings.
15 Everything that baby needed was automatically set
16 to their specifications. The day that come time
17 for the baby to be born, we was denied even going
18 to Charleston, where he was staying at the time,
19 to be there at the moment, and this is her first
20 grand, now mind you, the first, denied the right
21 to be there by him.

22 Q: Between the time you first started talking with
23 Nealy that you were going to transfer the
24 property to her and the time that you
25 transferred, you said that you talked to her

1 several times about that, correct?
2 A: Yeah.
3 Q: And that was on the telephone; is that correct?
4 A: Yeah. We had communications with her, but now,
5 he wasn't aware of this. He wasn't aware of
6 this.
7 Q: And what telephone number did you talk to her
8 from?
9 A: It was on her cell number, I guess, same number
10 my wife put down there, but it was from,
11 probably, my cell number, some of them, and some
12 of them were from the home number.
13 Q: So some of them from the home number, some from
14 ---
15 A: From my cell ---
16 Q: --- your cell number?
17 A: --- number.
18 Q: And those numbers, at your home, 358-8791?
19 A: Yes.
20 Q: And your cell phone number is the 254-2433?
21 A: Uh-huh (affirmative response).
22 Q: That's a yes?
23 A: Yes, sir.
24 Q: And you still have those telephone numbers; is
25 that correct?

1 A: The same numbers. And her, I don't know if she's
2 got the same number. I can confirm that ours are
3 the same.

4 Q: About how many times do you think you talked with
5 her before ---

6 A: It's been a long time. All I know is it was, it
7 was discussed, and everything was supposed to
8 been legit.

9 Q: After you conveyed the property to her -- Exhibit
10 3, this is the deed where you conveyed the
11 property to her; is that correct?

12 A: Yeah, and got my mailing address on it, yes, sir.
13 I never went and changed that. She did that.

14 Q: And that's your signature on the back; is that
15 correct?

16 A: Yes, sir.

17 Q: And you went to Robin Ciacco to have this done,
18 correct?

19 A: Yes.

20 Q: After you transferred the property to Nealy, did
21 you have any more communications with her?

22 A: Yes, sir. We communicated with them right on up
23 until; and as I was saying a while ago, till the
24 time for that baby to be born, and Jarrett pried
25 between me and my wife, that's where the family

1 issue come in. Told her "We're one, don't let
2 him come between us just because he married our
3 daughter." If he didn't want us to see -- want
4 me to see the baby -- "You can come see the
5 baby," and they was telling her, "You can come
6 see the baby but not him."

7 Q: Why is that? Do you know why?

8 A: Spite. He was set out to take this piece of
9 property that was conveyed in our daughter's
10 name. He had found out about it, undoubtedly. I
11 can't say 100 percent sure, but from that day on,
12 he was at my throat, ---

13 Q: From which day on, from when the baby was born?

14 A: The day the baby was born, that ---

15 Q: Do you know the day the baby was born?

16 A: She does. I don't remember things like that. I
17 had a severe concussion.

18 Q: Did you ever ask Nealy to re-convey the property
19 back to you?

20 A: Oh, yes.

21 Q: When did you ask her about that?

22 A: Right after that, right after that baby was born,
23 whenever I was denied the right to see my
24 grandchild, and they was telling her, "You can
25 come see the grandchild but not him." And I knew

1 right then, his actions was telling me, and he
2 had found out, undoubtedly, by then that she had
3 her siblings' and my sweat and blood in her hands
4 and her trust, and he just shut me right off. He
5 tried to make me lose my home, because I still
6 owe that money on it. He pried between me and my
7 wife, and as she said, he's the one that called
8 the law because I shot my refrigerator. I don't
9 mind telling you. I just shot my refrigerator
10 because he was prying between me and my wife.

11 Q: Because why?

12 A: He was prying between our relationship.

13 Q: How as he doing that?

14 A: Telling her she could come see the grandchild and
15 not me. I'm, I'm the grandfather. Nealy's my
16 daughter. She's her daughter. What other reason
17 would he do that? He was wanting her to take the
18 home, the residence. He was wanting to take and
19 keep what they had, throw the adopted children,
20 disabled children down. They don't need no
21 future, cold, cold, and that's why I shot my
22 refrigerator that night, and no, my wife was not
23 scared of me. We been married 29 years, and she
24 did not call the law.

25 Whenever they found out the next evening,

1 they come all the way from Charleston and called
2 the Horry County police to my house and had me
3 incarcerated, took my family out my home, all my
4 weaponry. I had to hire this good man here to go
5 to court and get me out of this mess. They was
6 trying to charge me with assault and battery with
7 intent to kill, criminal domestic violence,
8 highly aggravated nature. The minimum, I
9 believe, was 25 years, at the minimum, to,
10 probably, life, probably life, and I hadn't done
11 a thing but shot my refrigerator, but yet he took
12 it in his own hands, as he had took in his own
13 hands to tell me, "You can't come, but your wife
14 can come see the baby."

15 Q: What was the ---

16 A: I could accept that, but a woman is different
17 than us when it comes down to that.

18 Q: What was the outcome of that charge?

19 A: The charge was dropped down to just a
20 misdemeanor.

21 Q: A misdemeanor?

22 A: Misdemeanor.

23 Q: What was the misdemeanor?

24 A: Assault, highly aggravated nature.

25 Q: And do you know what the potential sentence could

1 have been, what you could have been sentenced to
2 under that charge?

3 A: Under that charge, I believe it was -- I don't
4 remember, there's so many. It was probably
5 somewheres around, I got two-year probation, but
6 they let me off with six months.

7 Q: So you're off of probation?

8 A: Oh, yeah. I was off in six months.

9 Q: And all you shot at was the refrigerator?

10 A: And shot my bedroom dresser mirror.

11 Q: How many shots did you get off?

12 A: I got six in the refrigerator. It's still
13 working.

14 Q: Six in the refrigerator?

15 A: Six in the refrigerator, which is what the gun
16 holds, a little revolver. The bullets was still
17 rolling around in the refrigerator, didn't even
18 go all the way through the back of it. I mean, I
19 know guns. I was raised with them, and I'm not,
20 I'm not a non-responsible person, because I've
21 raised, I've raised seven kids, and I've worked
22 real hard for their futures, and that's what
23 hurts me so bad about this, is my oldest is
24 trying to take her siblings' -- I love them just
25 like they was my own, more so in some ways

1 because they're not capable. They're not college
2 material. They're not mentally, you know,
3 capable, and therefore, I have a bigger
4 obligation to those children than I do my two
5 oldest blood children because they was fortunate
6 enough to have all of those things, the
7 knowledge, the ability, you know, and able to
8 work.

9 Q: Did you ever ask Nealy to transfer the property
10 back to you?

11 A: Yes.

12 Q: When?

13 A: In the -- Several times, like I told her, several
14 times, and she said she would, had Robin draw up
15 the papers, the deed's right there. I got a
16 copy. John's got a copy of where she drew it
17 up way back in August of '09. Nealy told Robin,
18 "I'll come sign it." Robin's paralegal, I kept
19 checking, Robin's paralegal has called her two or
20 three times, "I'm coming," and she never come.

21 Q: When did you talk to Nealy about conveying the
22 property back?

23 A: It was before August, before August.

24 Q: Before August of what?

25 A: Yeah, well, right after the baby was born,

1 whenever the baby was born, whatever day the baby
2 was born. A month or so after that I wanted her
3 to convey my property. If she was going to let
4 her husband kick me and my wife to the curb and
5 do us the way they was doing us and try to
6 regulate our family and them with their own
7 family, you know, go ahead and -- and we also,
8 about that time, found out that it, that, you
9 know, we was going to have to pay back the SSI
10 anyway and that it was not going to seize the
11 property. I was just going to have to pay back
12 the SSI, or we were. I told them, "May as well
13 go ahead and give it back," and my son, I got
14 both contracts drawed up at the same time, from
15 Kenneth on that piece of property, and conveyed
16 it back to me, and the one from Nealy at the same
17 time. They was both done at the same time.

18 Q: Whenever you talked to Nealy about conveying the
19 property back, how did you do that, by telephone?

20 A: Telephone, because I weren't permitted to go.

21 Q: And that was on your cell phone or on your ---

22 A: House.

23 Q: --- home phone? After the incident there in July
24 of 2009 where you shot up the refrigerator, how
25 long were you incarcerated?

1 A: I was incarcerated four days.
2 Q: After you got out of there, where did you go?
3 A: Went home.
4 Q: So you lived home after that. You never moved
5 out or went anywhere?
6 A: Huh-uh (negative response).
7 Q: That's a no?
8 A: No, sir.
9 Q: What did Nealy tell you whenever you asked her to
10 convey the property back to you?
11 A: Said she'd do it. I got the paperwork drawn up
12 at Robin's, which John's got a original copy of
13 it or got a copy of it, and I got a copy of it,
14 where it was drawn up in August of '09, and I
15 also have my copy of where my son, it was drawn
16 up the same month, to convey the property back,
17 to put in his name, and he conveyed it back just
18 like he's supposed to. She had rebuked.
19 Q: After that, did you talk to Nealy anymore?
20 A: I talked with her one time, and I told her she
21 needed to do the right thing, that she wasn't
22 doing it to me, she wasn't doing it to her mama,
23 she was doing it to her siblings that was
24 disabled and handicapped, and that, you know, was
25 inexcusable. That is cold hearted. I was not

1 raised like that. I didn't get what I got like
2 that. She's the sister. You see how, how
3 concerned she is for their welfare and future, to
4 have a family and children like normal people,
5 even though they have a lot of disabilities and
6 ailments. It would, you know, -- That's what
7 makes it just twice so hard, and that's just
8 cold..

9 Q: Mr. Cook, you ever been involved in any other
10 lawsuits?

11 A: I come here with Sod Busters, and you may have
12 been present.

13 Q: I'm sorry?

14 A: Sod Busters, I had them in a lawsuit. See, that
15 was along the same time I purchased this
16 property.. That's why I had to borrow money on my
17 home. See, they owed me way more than enough to
18 finish fulfilling that contract, but at January,
19 I went and paid, and they were supposed to pay me
20 the balance of what they owed me, at the end of
21 January of '07 for work through '06, and they was
22 just building their business, hundreds of
23 thousands of dollars worth of equipment, had paid
24 me a little through the year. End of the year
25 come, I was in their shop working. In fact, the

1 next day after I went and paid money on this
2 piece of property and they made a remark that
3 they just, one of, one of the brothers asked me,
4 "You the one that paid money on it?"

5 I told him, "Yeah. I paid money on that
6 property. I got 30 days to fulfill the contract,
7 and I done give Matt y'all's bill, so I need y'all
8 to go ahead and pay me, because I got until
9 February," it was February something or other,
10 had 30 days to come up with the rest of the money
11 or else I'd lose my five grand, and then they'd
12 go on to the next interested buyer, which was
13 them.

14 They tried their best to get me not to
15 buy that property. "Oh, have you had it perked?"
16 It's none of their business, you know, "Have you
17 had it perked? Have you checked the zoning on
18 it?" I told them that's farm property, you know,
19 "I can do pretty much, I can zone it to whatever
20 I want," and I knew my rights. In other words,
21 they tried their best to get me to back out on
22 it.

23 Now, the realtor even called me, said,
24 "I've got another interested buyer." Before that
25 30 days was out, he's got another interested

1 buyer. He said, "I'll, I'll give you," he, he
2 was going to break contract, said, "I'll give you
3 your five grand back and we'll be done with this,
4 if you see that you have trouble getting your
5 money before this 30 days is up," which is
6 bending his rule. That's not the way it goes. I
7 was bound to that contract, but they was offering
8 him more money. That's why they didn't pay me.

9 Well, I told them, after two weeks,
10 before two weeks was up, I said, "All right,
11 boys," went over the next morning, one morning, I
12 said, "Will you look through this here building
13 and around this premises. I have no more of my
14 equipment, no more of my tools are here, and I
15 will not roll back on this premises unless we get
16 straight this morning, because whenever I leave
17 here, I'm going to mortgage my home." I told
18 them, "Once it's done, it's done." I told them,
19 "Whenever I leave there, I'm going to hire an
20 attorney, and it's going to take \$10,000 for him
21 to take the case," because I done talked with him
22 the day before, and I went and hired Stevens Law
23 Firm, laid \$10,000 on the table, he took the
24 case. It drug on to almost three years was up,
25 which was last year, '07, '09, '09. We come down

1 here and had a meeting and the lawyer got pay. I
2 ended up with 20 some thousand dollars out of a
3 hundred something thousand they owed me.

4 Q: Okay. Have you ever been involved in any other
5 lawsuits besides that one with Sod Busters, civil
6 lawsuits?

7 A: Well, I sued them for what they owed my company.

8 Q: Right. Have you been involved in any other civil
9 lawsuits other than ---

10 A: Car accident.

11 Q: --- the one with Sod Busters?

12 A: One car accident.

13 Q: One car accident?

14 A: Yeah, one car accident.

15 Q: When did that occur?

16 A: That occurred probably in '04. It was in '04. A
17 log truck left parked right in the middle of a
18 dirt road with no, no reflectors, no flags or
19 anything. I hit in the, hit in the back end, and
20 \$7500 in damage and damaged my neck.

21 Q: Any other civil lawsuits other than those two?

22 A: No, sir, other than the workmen's comp settlement
23 that I was telling you about a while ago.

24 Q: Nothing other than those three?

25 A: No, sir.

1 Q: Have you ever sued John Jones?

2 A: That didn't never get nowheres. I sued him for
3 work that I did for him on a car.

4 Q: Did he pay you?

5 A: No, sir.

6 Q: Why didn't he pay?

7 A: He moved out of town. I didn't ever hear nothing
8 else from him.

9 Q: Have you ever sued Chan Holden?

10 A: No, sir, no, sir.

11 Q: What I've done and what I'm looking at is I've
12 gone on the Horry County website.

13 A: What's it saying on there about Chan? Me and
14 Chan is almost neighbors, me and Chan.

15 Q: Monroe Cook d/b/a Cooks' Repair, 5234 Sarvis
16 Road, Galivants Ferry, sued Chan Holden in
17 January 1997, found for the plaintiff, found for
18 you. Do you recall suing Chan Holden?

19 A: No, sir.

20 Q: Do you recall Conway Hospital suing you back in
21 '97, got a judgment against you for \$1290.55? Do
22 you recall that?

23 A: No, sir. If they did, it's paid, because my
24 credit's number one, and I can get anything I
25 want. I had a judgment charged against me on

1 Addy Harbor in '98, and I satisfied that
2 judgment, too, bought a new van from them. They
3 wouldn't fix it. It was under warranty, wouldn't
4 fix it. I told them to come get it. Come got
5 it, and I paid the judgment or what they charged
6 me, which is almost what all, all of what I owed
7 on the van.

8 Q: Do you remember suing Steve Bunker in 1998?

9 A: Yes, and never got it.

10 Q: Pardon?

11 A: Yes, sir, and never got it.

12 Q: Was that, the one you were talking about, the
13 van, was when Chrysler Financial Company sued
14 you?

15 A: Yes, sir.

16 Q: Do you remember suing Mark Sarvis in 1999?

17 A: Yes, sir. The court filed with him. I lost,
18 lost big bucks there. That was Car Trades. It
19 was Car Trades, Car Trades.

20 Q: Car Trades?

21 A: I traded my truck. He traded me a car. When I
22 went to get the car, he put jacks under each side
23 because he was going to change the rims off and
24 get ones on, put the original rims on it, he put
25 jacks under both sides of that Z28 and made a

1 horseshoe, so I told him "I don't want it." The
2 man ruined the car before I could come get it.
3 So I took him to court, whatever the name is that
4 ain't no judge no more. I forget her name.
5 Q: Rebecca Lovelace?
6 A: Lovelace. Lovelace filed with him. I still got
7 that car sitting at home.
8 Q: Do you remember Steven Burris suing you?
9 A: Steven Burris.
10 Q: In 2000, lived on Pitch Landing Road.
11 A: What was the issue?
12 Q: I'm asking you.
13 A: I don't, I don't remember the name.
14 Q: But you still had an address of 5230 Saryvis Road
15 at that time, correct?
16 A: I've been there for 24, 25 years.
17 Q: That was also in front of Judge Lovelace. You
18 don't remember that?
19 A: That, that was probably, that was probably them
20 trying to get me to get rid of my cars. I was
21 charged ---
22 Q: Get rid of your cars?
23 A: I was charged and found guilty. I appealed it,
24 went and got David Keller, out of Florence, went
25 down there with me, \$5,000 lawyer. It never went

1 no further.

2 Q: Well, this doesn't show you were represented by
3 any attorney.

4 A: I wasn't on, on the case. I represent myself,
5 and then when I appealed it with a \$5,000
6 attorney, went down there, put in for appeal with
7 him, didn't hear nothing else from them. They
8 was running me over.

9 Q: Do you remember Ron Ellison suing you in 2002?

10 A: I don't know Ron Ellison either.

11 Q: In front of Judge Ward, Kenneth Ward, Aynor?

12 A: Oh, yeah, and I got my money from him.

13 Q: Well, he sued you, and he won. Ron Ellison sued
14 you and won.

15 A: It may have come out less than what he wanted to
16 pay, but it was actually his son's car. We put a
17 transmission in it, me and my son. put a
18 transmission in it, and they got halfway to
19 Georgia and had to tow the car back, and it
20 wasn't my transmission. I bought it from
21 Turner's, and I ended up getting another one put
22 in that car, and it was no good, ended up going
23 to, Turner didn't have no more, went to another
24 place and got one put it in, and it was good.
25 Ron thought he only owed for one job and actually

1 come out with one job. I had three jobs in it.
2 I lost big time.
3 Q: Do you remember suing Samuel Dunn in 2002?
4 A: Yes, sir.
5 Q: And he won that one, right?
6 A: Yes, sir, because I had no attorney present
7 either at that ---
8 Q: What were you suing him for?
9 A: I had two state trained fire marshals come in
10 there and testify. They come investigated a
11 fire. This is how good our system works most of
12 the time. They come investigated a fire, said,
13 "Yes. It come out of his fire pit right here,
14 out of his yard." It come by, ruined, on my
15 property, it come, burnt four customers' cars
16 that I'm responsible for, and you know, he come
17 out on top. I don't know. Me, with two state
18 representatives with me, I said, "I don't need no
19 attorney." I went in there with two certified,
20 that we paid salaries to, you know, certified
21 fire marshals, investigators, standing right
22 there on the stand and testifying that the fire
23 did come out of his fire pit and he was
24 responsible for the fire, but the jury, you know
25 how the jury is, the jury shot me down. I had to

1 pay for the customers' cars.
2 Q: Do you remember suing Terri Holmes in 2003?
3 A: Yes, sir. And ---
4 Q: What was that about?
5 A: --- I won, and I had the right to judgment her,
6 and I never judgmented her.
7 Q: Why did you sue ---
8 A: For repairs.
9 Q: --- Terri Holmes?
10 A: For repairs, a bill, ongoing bill she wouldn't
11 pay.
12 Q: How about Nelson Roberts, do you remember suing
13 him in 2003?
14 A: Uh-huh (affirmative response), yeah. That was
15 repair on a tractor, and he ---
16 Q: And he won that, didn't he?
17 A: Yeah. He won that because of ---
18 Q: Do you remember suing Horry County in 2003 or
19 Horry County suing you?
20 A: What was the issue? Oh, yeah, that, that was on
21 the same deal from Dunn over there, the one that
22 burnt a lot of my customers' cars and I ended up
23 having to pay for them. Yeah, he was, had the
24 litter patrol out there on me, trying to get rid
25 of my cars, and I'd been there for 20 years at

1 that time, almost. I've been there for 18 years,
2 best of my memory. I was grandfathered. They
3 rezoned it right along then, but I was
4 grandfathered after ten years, and they wouldn't
5 give me my rights. That's why I had to get
6 Keller to go and represent me and blowed it all
7 away.

8 Q: Do you remember suing Mary Tindal in 2004?

9 A: Yes, sir. I had a right to judgment her and
10 never got, never did that.

11 Q: What was that for, repairs?

12 A: Repairs on her son's truck

13 Q: How about Dean Squires, do you remember suing him
14 in 2004?

15 A: Yes, sir. He had a son's death, that was on his
16 vehicle, and had his son's death, and a year had
17 went by, and he was having a hard time. He had a
18 teenage son, and whenever it come, I let him get
19 over his grieving and stuff, I carried him the
20 bill, and at that time, it'd been about three
21 years. Well, it went before a judge, Magistrate
22 Ward. It'd been over three years. Dean used the
23 old code of law. If a man owes you for over
24 three years, by law, he ain't got to pay you if
25 you ain't filed a case. So I couldn't get that

1 judgment.

2 Q: Do you remember Rabon's, Incorporated suing you
3 in 2004?

4 A: I sued them.

5 Q: You don't remember them suing you?

6 A: Oh, yeah. That was on account of Nelson Roberts'
7 deal. They sold the wrong parts to go in his
8 motor, and I put the parts in his motor. The
9 motor didn't run outright, and it fell back in
10 their lap, so I sued them because he wasn't going
11 to pay me. So I sued them for selling me the
12 wrong parts and wanted them to pay my labor and
13 reimburse me on the parts, but again, I was by
14 myself. I didn't have no judge -- I mean, no
15 attorney, so I lost.

16 Q: Rabon's won on both those cases, ---

17 A: Oh, yeah.

18 Q: --- right?

19 A: Oh, yeah. If you don't have an attorney, you
20 lose automatically.

21 Q: Do you remember the solicitor, Greg Hembree,
22 suing you for a forfeiture action?

23 A: Not me.

24 Q: Not you?

25 A: Huh-uh (negative response). Forfeiture, what is

1 that?

2 Q: Where they're trying to take property from you.

3 A: Yeah, yeah. He was trying, yeah, he was trying
4 to seize, seize money that I had on me and saying
5 I shouldn't have \$2800 in my pocket. It took me
6 over a year to get it back.

7 Q: What was that about?

8 A: They stopped me at a traffic violation. I had 28
9 hundred some dollars in my pocket that I'd just
10 got that day from the bank, and they seized my
11 money.

12 Q: Did they tell you why?

13 A: Yeah. They say, "You sign a paper saying that
14 you're willing to give it to us," said, "We'll
15 let you go," said, "but if you don't," said,
16 "we're going to seize this money and keep it." I
17 got my money back. I was found not guilty. I
18 got my money back.

19 Q: This has got an address on it of 140 Coney Drive,
20 Loris. Do you know what that is? That's the
21 other piece of property?

22 A: Huh-uh (negative response).

23 Q: What is that?

24 A: This is, this is, this is on a road. This is on
25 a dirt road. I was helping a man change a tire,

1 side the road at night, at 1:00 at night.
2 Q: So that's where this occurred?
3 A: That's where it occurred.
4 Q: I've got you, okay.
5 A: And I come up with my bills and my bank statement
6 and everything where I'd cashed the check that
7 day, and they had no other choice but to give me
8 money back. They tried everything they could to
9 keep my money. 'Cause the boy that I was helping
10 change the tire, I just run up on him, it was
11 1:00 at night, see I've always worked day and
12 night, and run up on him, he had a flat tire, he
13 had no spare. I went and got the air tank full
14 of air and come back, was down there blowing his
15 tire up, not knowing that he had a crack pipe on
16 him. Well, they were trying to say that we was
17 doing a drug deal. No drugs was even there. He
18 had a crack pipe. They took my money, carried
19 both of us to jail, and it took me over a year to
20 get my money back. They tried to seize my money.
21 Q: What was his name?
22 A: Steve Odell Johnson.
23 Q: Do you remember suing Mike Rabon in 2004?
24 A: Yeah, yeah.
25 Q: That was for repairs?

1 A: Yeah. And I won. I didn't judgment him either.
2 If they ain't got the money, let them keep the
3 car. I got enough cars. But I won that case,
4 too. But I had put a motor in his truck, let him
5 leave with it, and I didn't get my money, so I
6 sued him for the bill, and I could've went and
7 got the truck, but I didn't never do it.

8 MR. LONG: DO YOU MIND IF I TAKE A
9 SHORT BREAK?

10 MR. THOMPSON: SURE.

11 *****OFF THE RECORD*****

12 (ON THE RECORD)

13 MR. THOMPSON CONTINUES:

14 Q: How about Olin Hollis Martin, do you remember him
15 suing you in 2004? Was that the motor vehicle
16 accident?

17 A: Yeah. That was in 2004. Yeah, that probably was
18 his name. Cannon's Logging Company was the name
19 of the company, and that may have been his name.

20 Q: Do you know why he would have sued you?

21 A: He counter-sued, I believe. He counter-sued
22 after I sued him, and it worked for him.

23 Q: Who is Zeb Roberts? Have you ever heard of Zeb
24 Roberts?

25 A: That's the, that's the Roberts guy there, that me

1 and Rabon, Rabon sold the parts to go in his
2 engine, and I took him to little magistrate
3 court, and that didn't work. So I took Rabon to
4 big court to try to get my money from them
5 because they was, they was the problem, reason
6 Zeb Roberts didn't pay me.

7 Q: Do you remember suing Jerry Hardwick in 2006?

8 A: That was the 18, that was the 18-wheeler accident
9 right there.

10 Q: That was what?

11 A: That's the log truck accident, where he had it
12 parked in the middle of the road. On a dirt
13 road, you come around the curve, and there it
14 was, and then he had no, no signs, no warnings,
15 no nothing out. I remember now. That was his
16 name, but I don't remember that other that you
17 called earlier. I don't ---

18 Q: Jimmy Stevens represented you in that automobile
19 accident?

20 A: Yes. I believe that other one a while ago you
21 called off was Robinson, wasn't it?

22 Q: Sir?

23 A: That was probably Robinson you was asking about a
24 while ago, instead of Roberts, ---

25 Q: All that's on here is Zeb N. Roberts, Jr.

1 A: That, that was Robinson. Yeah, that, I was
2 trying to, had a brother get killed and,
3 wrongfully, in a car accident, and I was trying
4 to handle that, to get it on the right side of
5 the table, but spent a lot of money, and highway
6 patrol died before it ever got to the courts, and
7 you know, there I was, standing alone.

8 Q: Do you recall being involved in a case where
9 Canal Insurance sued State Farm Insurance? Is
10 that part of that motor vehicle accident, or you
11 don't know? I'm not trying to put words in your
12 mouth?

13 A: Canal.

14 Q: You don't recall anything about that?

15 A: No. The onliest thing I remember, when Canal
16 Insurance, had homeowners with them one time, I
17 had to, had a pretty hard time getting them to
18 pay for the damage for my -- Tornado come through
19 and done a lot of damage to my home.

20 Q: Do you remember suing your mother-in-law in 2009?

21 A: Yes, sir.

22 Q: What did you sue her about, trying to evict her?

23 A: Evict her.

24 Q: Why were you doing that?

25 A: Because where we at right now. It stemmed from

1 where we're at right now. She was living on my
2 property, and no lot rent, grass cut, everything
3 took care of. She was took good care of for 15
4 years or better, and then whenever she decides to
5 call my son-in-law, which was actually defending
6 my enemy, and tell them that I shot my
7 refrigerator instead of going to Charleston and
8 shooting him, you know, I'd have been better off
9 to probably done that. That's why I shot my
10 refrigerator. He was coming between me and my
11 wife, and then she took it in her own hands, and
12 we'd taken care of her for all these years, and
13 going to pick up the phone and call and tell him
14 that she was worried for my wife, and me taking
15 care of all of them. I told her, "You got to get
16 off my property." So I put her off my property.

17 Q: And so that was on August 5th, 2009, right after
18 you shot the refrigerator?

19 A: Exactly.

20 Q: And had you told her before then that she would
21 have a lifetime right to stay there?

22 A: I told her, as long as we got along and
23 everything's fine, she didn't have to pay no lot
24 rent and that her grass would be cut, and I
25 always worked on her cars and everything, took

1 care of her better than my own mama. No, sir,
2 there's nothing in writing, there's nothing in
3 writing said she had no lifetime right. That's
4 why she had to go.

5 Q: And as a result of that, she had to move across
6 the street to her son's property, right?

7 A: Right.

8 Q: And Nealy co-signed for her to get the trailer
9 moved and get her septic tank put in, didn't she?

10 A: I don't know. We have no ---

11 Q: You didn't, did you?

12 A: No, no, I didn't. We don't have no relations as
13 far as me and Nealy by then because, like I say,
14 it, they'd done come to her all the way from
15 Charleston, I'll say, 24 hours later, called the
16 law and had my house broke up and my family
17 pulled apart, control, controlling my family.

18 Q: Do you remember Timothy Powell suing you in 2009?

19 A: Yes, sir, and I ---

20 Q: What was that about?

21 A: He owed me money on, on work.

22 Q: He owed you money?

23 A: He owed me money.

24 Q: And he sued you?

25 A: Yeah. He counter-sued. I sued him. I don't

1 know why you ain't got it. I sued him, and he
2 counter-sued me, but I got my money before he got
3 his truck. See, I had him, I had his vehicle
4 right on. So he had to pay me.

5 Q: Other than that, those two incidents, you
6 shooting at the refrigerator and the incident
7 with you changing the tire, have you had any
8 other involvement with any criminal actions,
9 disregarding traffic offenses?

10 A: No, sir.

11 Q: Those are the only two?

12 A: That's the onliest ones.

13 Q: Were you ever charged in 1999 with malicious
14 injury to personal property?

15 A: No, sir.

16 Q: And went to trial in front of Judge Ward?

17 A: Yes. I was found not guilty. That, that was
18 whenever my neighbor there that I was talking
19 about earlier that called me about my cars, he
20 planted one of them wild flowering pear trees,
21 grows them briars on it about that long, on the
22 property line, and my horse fence, pen was there,
23 and, and they were tearing my horse's mouth. He
24 was trying to eat the bush, tore my horse's mouth
25 up. Well, he wasn't supposed to plant it on the

1 property line anyway. I tried to get him to do
2 something with it. He wouldn't do it. I got my
3 chainsaw tuned up, went out there and cut it
4 down. He tried to sue me, and it was throwed
5 out. He said, "Do not plant nothing that close
6 to the property line again."

7 Q: Do you remember, in January of 2003, being
8 charged with receiving stolen goods, the value
9 being \$5,000 or more?

10 A: I was trying to be charged for it, but that,
11 that, there was nothing to it. It was throwed
12 out. It led to nothing.

13 Q: What was it, what was that about?

14 A: It was from Marion County.

15 Q: Pardon?

16 A: It was from Marion County, one that had charged
17 me or tried to charge but -- they did, but it
18 didn't stick. A boy that worked with me, he had
19 stole my generator that I carry to the racetrack.
20 He stole my generator and went and hocked it to a
21 guy over at Ariels Crossroads, and that's how my
22 name got in there. End up, I wasn't the guilty
23 party of receiving the stolen merchandise. I was
24 the party of getting stole from, and I got my
25 generator back. Marion County had to -- It was

1 just a big mix-up.

2 Q: Do you recall being found guilty by Judge
3 Livingston, Margie Livingston, in November 2003?

4 A: That's whenever I hired the lawyer to represent
5 me. I was found guilty for having my, for having
6 my business on my property that I had there for
7 18 years, grandfathered to have it out there.
8 The property hadn't been rezoned. It was farm
9 property, and they was running me over because I
10 had no attorney, but I got it handled. Like I
11 say, I still got my cars, still got my business.
12 It just cost me a lot of money. If you don't
13 have an attorney, again, you don't have no
14 rights.

15 Q: Do you recall being charged in May of 2005 with
16 possession of narcotic drugs, Schedule 1?

17 A: No, sir.

18 Q: In front of Judge Ward?

19 A: I did, and that was supposed to been exempt from
20 my record. It was just a very minute amount, and
21 it was supposed to been took off my record.

22 Q: What was it?

23 A: It was a piece of a marijuana joint.

24 Q: Whose was it?

25 A: It was in my hunting coat pocket. It was mine.

1 Q: It was yours?

2 A: That's been a long time ago.

3 Q: In 2005.

4 A: Uh-huh (affirmative response).

5 Q: Is that something you do on a regular basis,
6 smoke marijuana?

7 A: No, sir. I used to. I used to. My doctor went
8 right along with it, said, "If it does you good."
9 Right, right now, I weigh 112 pounds. I
10 generally weigh 98, said, "If you ain't got no
11 problem with it, we ain't got no problem with
12 it."

13 Q: Do you recall being found guilty by magistrate,
14 Judge James Hughes in July of 2007 for unlawful
15 use of a telephone?

16 A: Yes, sir. I was in my wheelchair, and he got,
17 that was a buddy deal.

18 Q: A what?

19 A: A buddy deal. It was Sod Busters. Whenever they
20 owed me that money, Matthew called and talked
21 with my wife right there. She said, "He is under
22 sedation." That was when I was recovering from
23 my accident in '07, said, "I'll tell him you
24 called."

25 He said, "Well, I want to get with him

1 and go ahead and let's get this here bill
2 straight, settle up with him," because I'd done
3 bought that property by then and all that was
4 done closed out. He wanted to pay me. So the
5 next evening or next day, I called him back, got
6 his secretary, which is his wife, said, "Mr.
7 Matthews called yesterday, and I'm returning his
8 call."

9 He wasn't in, she said, "I'll tell him
10 you called." He called back that evening and
11 made me a offer. I told him, "Matt, I can't take
12 that." I told him, "I'm not going to take that.
13 I'm going to go ahead on with the case, as I got
14 it set with the Stevens Law Firm, and I can't
15 take that."

16 The next day, he goes out to the
17 magistrate's office, or has Tommy Cherry, if you
18 know him, come out there and write up saying that
19 I was unlawfully using the phone, phone
20 harassment. He called me more times than I
21 called him, because we missed each other, and he
22 went up before the magistrate, James Hughes, and
23 that's when I was in my wheelchair. I couldn't
24 even get out of the bed unless somebody helped me
25 up and put me in my wheelchair, and he threatened

1 to put me in jail for 90 days, four or \$500 fine
2 on Matthew's word, said that I was the one who
3 called, called him on the phone and threatening
4 bodily injury to him. There's some cruel people
5 in this world. But I paid the fine and just let
6 it go. I went ahead on with the procedures,
7 like, like I said, with the attorney, Stevens Law
8 Firm, and ended up with pretty near nothing.
9 Stevens got paid good for his time and I got
10 pretty near nothing.

11 Q: And then in November of 2009, you pled guilty to
12 assault of a high and aggravated nature from
13 shooting the refrigerator, right?

14 A: Yeah.

15 Q: Do you recall, in a telephone conversation with
16 Nealy in September 2009, apologizing for touching
17 her inappropriately when she was a young child?

18 A: No, sir. I talked, the last time I talked to my
19 daughter, she was brought up, she was trying to
20 pry my wife, her and her husband, into getting a
21 divorce after 27 years of marriage, 26 years of
22 marriage, "You take the house. We're going to
23 keep what we got in our name, that piece of
24 property," that was what he set out to do.

25 And I told her, "Listen, Nealy, do not

1 take this out on your mama. Me and her signed
2 that deed, and you know what the purpose was, but
3 do not," because she quit having anything to do
4 with her mama, I said, "Do not take this out on
5 your mama and your brothers and sisters. If you
6 got -- If I've ever said or done anything to you,
7 I apologize."

8 She said, I accept."

9 And I said, "So, you know, don't, don't
10 be cold shouldering your mama. Don't disown your
11 mama and doing your thing that you're doing.
12 Let's get this property signed back over," like,
13 the, the paper's already ready down there at the
14 lawyer's office at that time, "Let's go ahead and
15 get this thing handled. If you don't want to
16 have nothing to do with her or me and the Taylors
17 the onliest family you got now," you know, I told
18 her, "That's your decision. That's your
19 decision."

20 And she said, "Okay," you know, "I accept
21 the apology," but she still never had nothing to
22 do with her mother because her mother didn't
23 divorce me, and we still trying to get our
24 property back for our children. That was the
25 last time I ever even talked to her, and I don't

1 know if her mama's talked with her since then.
2 Q: Do you know how much that property's worth right
3 now, this property?
4 A: I've had it, I purchased it five years ago. It's
5 probably valued at \$280,000, because it's growed,
6 it's planted, growed up with pines, and they're
7 big enough to go ahead and thin out and cut some
8 out now, probably 280,000. I've got over 200,000
9 in interest and cash money in it.
10 Q: How many years ago was that that you had it
11 appraised?
12 A: I've had it for five. I had it appraised five
13 years ago this coming February.
14 Q: So when you appraised it, it was worth how much?
15 A: 168,000.
16 Q: And then you had another appraisal after that?
17 A: No. I borrowed \$99,000. If I'd had to borrow
18 the whole 162,000, I'd have \$250,000 right off
19 the top.
20 Q: Where did you get the extra 70 some thousand
21 dollars?
22 A: I had that. I worked it out and saved that. So
23 I didn't have to pay that interest, and Sod
24 Busters had my other, but they was supposed to
25 pay me, and they was wanting the property, so

1 they held me off with a lawsuit and ---
2 Q: While you were in business doing repairs,
3 automobile repairs, what was your income?
4 A: Equipment repairs, heavy equipment.
5 Q: Okay. What was ---
6 A: Automobiles, I started in 30 years ago, which ---
7 Q: So you were only doing heavy equipment at Cook's
8 Repairs?
9 A: Yeah, yeah. I started a hobby, buying and
10 selling used cars, when I was 13 years old, when
11 I was still in school.
12 Q: And the repair business you had there at your
13 house before you got injured, what was your
14 yearly income?
15 A: Well, like you said a while ago, a lot of my
16 money, I didn't get because there's shysters out
17 there, you know.
18 Q: I understand. I'm just asking about ---
19 A: Well, I collected in, on average, 20,000.
20 Q: A year?
21 A: Yeah, somewhere, maybe, maybe \$20,000, but
22 somewhere. It should've been around 20,000, but
23 there's hundreds of thousand out there that's
24 owed to me today because I done work for, and I
25 bought parts, I put out money on, and I haven't

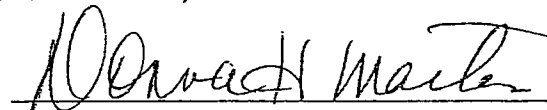
1 got.
2 Q: Do you know what this property is worth today?
3 A: My estimated value, I got over 200,000, with what
4 interest I got on it, 99,000, around \$280,000..
5 Q: So your estimate of the value of this property
6 today is 280,000?
7 A: Around 280. I wouldn't take that for it, but I
8 estimate around 280.
9 Q: So in the last five years, your property has
10 increased in value?
11 A: It's highway property, yes, sir. It's growing
12 timber. It's timberland, yes, sir. It's not,
13 it's not been cut down. It's been planted,
14 grew up pines. It is timberland.
15 Q: So it's increased in value from right at 163,000
16 to 280,000 in the last five years?
17 A: It was 180 something thousand, and like I say, me
18 and the guy is real close, were neighbors, and he
19 let me have it for 160,000.
20 Q: So it's increased in value of about \$100,000 in
21 the last five years?
22 A: Roughly, a hundred thousand.
23 Q: That's all I have. Thank you.
24 (The deposition concluded at 1:07 p.m.)
25

CERTIFICATE

This is to certify that the foregoing deposition of MONROE E. COOK, consisting of SIXTY-NINE (69) pages is a true and correct transcript of the testimony given by said deponent after first being duly sworn; said deposition was reported by method of steno mask with backup. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 22ND day of DECEMBER, 2011.



Donna H. Martin
Verbatim Court Reporter
Notary in and for the State of
South Carolina
My Commission Expires: 12-28-14

ORIGINAL

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(843) 248-5252

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEA
) FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY) CASE NO: 2011-CP-26-4758

Monroe E. Cook and Lynn S. Cook.)

Plaintiffs.)

vs.)

Nealy Lynn Taylor.)

Defendant.)

ORIGINAL

**THE DEPOSITION OF
LYNN S. COOK**

Friday, December 9, 2011
11:01 a.m. - 11:45 a.m.

The deposition of LYNN S. COOK, taken on behalf of
the Defendant at the law offices of Thompson & Henry,
P.A., located at 1300 Second Avenue, Third Floor,
Conway, South Carolina, on Friday, December 9, 2011.



APPEARANCES:

FOR THE PLAINTIFFS:

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Conway, South Carolina 29528

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COURT REPORTER:

Donna H. Martin
Certified Verbatim Reporter

Prestige Court Reporting, Inc.

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STIPULATIONS

The deposition will be taken before Donna H. Martin, a Notary Public and Certified Verbatim Reporter in and for the State of South Carolina.

It is stipulated and agreed that this deposition is being taken for the purpose of discovery, for possible use during the trial, and for all other purposes permitted under the applicable rules of procedure.

It is stipulated and agreed that all objections, except as to the form of the question, will be reserved until the time of the trial.

It is stipulated and agreed between counsel and the above witness that the reading and signing of the above deposition be, and the same, are hereby waived.

1

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1 LYNN S. COOK, HAVING BEEN DULY SWORN, WAS
2 DEPOSED AS FOLLOWS:

3 EXAMINATION

4 BY MR. THOMPSON:

5 Q: Good morning, Ms. Cook.

6 A: Good morning.

7 Q: I am Phil Thompson, as we've already been
8 introduced, and I represent your daughter, Nealy
9 Taylor, in this matter. I'm going to be asking
10 you some questions this morning, and if you
11 answer my questions, I'm going to assume that you
12 understood my question. So the opposite of that
13 is, if you don't understand my question, if I ask
14 a convoluted question, please ask me to rephrase
15 it, and I'll be happy to do that because I want
16 you to understand my questions and I want you to
17 give good, accurate answers to them. Is that
18 fair enough?

19 A: That's fair.

20 Q: And if at any time you have any questions with
21 regard to clarifications of my questions, you
22 need to direct those to me rather than to your
23 attorney and to your husband, because I'm trying
24 to get what information you know, not what
25 information they know. I'll ask your husband

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1 later about the information he has. Sometimes,
2 it's kind of hard when you've got a husband and
3 wife in the same room. They look to each other
4 like, "What's the answer?" Well, I'll ask him
5 and so we'll find that out, okay?

6 A: Okay.

7 Q: I need you to give verbal responses, like you've
8 been doing so far, not a nod of the head or a uh-
9 huh (affirmative response) or huh-uh (negative
10 response), and the main reason for that is just
11 so we get a clear record. If I ask you at any
12 point in time, "Was that a no? Was that a yes?"
13 it's only because you've done what we all do, nod
14 your head or said uh-huh (affirmative response)
15 or huh-uh (negative response), okay?

16 A: Okay.

17 Q: If you need to take a break at any time, let me
18 know, for any reason whatsoever. We've got
19 coffee, Coke, water. If you'd like something
20 before we get started, ---

21 A: No. I'm fine.

22 Q: Anytime you need that, just let me know. Do you
23 have any questions of me before we get started?

24 A: No, sir.

25 Q: I'm going to start out simple with, what's your

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1 full name?
2 A: Lynn Smith Cook.
3 Q: And where do you currently reside?
4 A: 5234 Sarvis Road, Galivants Ferry, South
5 Carolina, 29544.
6 Q: And who resides there with you?
7 A: Trent Cook, Steven Cook, Monroe Cook.
8 Q: Trent, Steven, and ---
9 A: And Monroe. Well, Andrew is our 17-year-old son,
10 he, partially, in and out.
11 Q: Does he live there with you as well?
12 A: Part of the time, yeah. We're still legally
13 responsible for him.
14 Q: Where does he live ---
15 A: He's there on the weekends. He's in a group
16 home.
17 Q: Where is that?
18 A: In Marlboro County.
19 Q: When you say, "Group home," what ---
20 A: Through DJJ. He got in, he's gotten into a lot
21 of trouble, and he's been through there.
22 Q: How old is Trent?
23 A: 18.
24 Q: And how old is Steven?
25 A: 15.

1 Q: And how old is Andrew?
2 A: 17.
3 Q: And these, as I understand it, are your adopted
4 children; is ---
5 A: Yes.
6 Q: --- that correct? Are there other adopted
7 children, as well?
8 A: Yes, sir.
9 Q: And what are their names?
10 A: Joseph and Kayla.
11 Q: And I apologize. I'm hard of hearing.
12 A: That's okay.
13 Q: If you'd just speak up just a tad, Joseph and?
14 A: And Kayla, K-A-Y-L-A.
15 Q: And how old are they?
16 A: Joseph is 23, and Kayla is 21.
17 Q: And where do Joseph and Kayla live?
18 A: Joseph lives in North Carolina, and Kayla lives
19 in Conway or the Beach.
20 Q: And what's Kayla's last name?
21 A: Cook.
22 Q: And Trent and Andrew, what are their last names?
23 A: Cook. Everybody's Cook.
24 Q: And your date of birth?
25 A: September the 6th, -- September the 6th, excuse

1 me, 1964.
2 Q: And your Social Security number?
3 A: 416-88-4322.
4 Q: And are you originally from Horry County?
5 A: No, sir.
6 Q: Where are you originally from?
7 A: Talladega, Alabama. That's where I was born.
8 Q: How long did you stay in Talladega?
9 A: As a child, probably till nine years old, and
10 then we moved to Georgia.
11 Q: What part of Georgia?
12 A: Smyrna.
13 Q: And how long did you stay in Georgia?
14 A: Till I was about 13 years old, and then we moved
15 to Charleston. My parents divorced, and we moved
16 to Charleston.
17 Q: And how long did you live in Charleston?
18 A: From 13 until 15 years old. And then we moved to
19 Horry County..
20 Q: What was the purpose for moving to Horry County?
21 A: I was staying with my grandmother, and my
22 grandmother died, and my mom was living here in
23 Horry County, and I moved here.
24 Q: And your mother's name is Jean Smith?
25 A: Yes.

1 Q: And she lives across the street from y'all; ---

2 A: Yes.

3 Q: --- is that right? The reason I got into all
4 that, I have a question, do you have an relatives
5 18 years of age or older who reside in Horry
6 County, and I didn't know if, were you going to
7 give me just a string of people, other than what
8 we've mentioned, and you have a son, Kenneth?

9 A: Yes.

10 Q: And then we also have Nealy, and then your mother
11 lives here. Do you have any other relatives,
12 blood relatives, ---

13 A: Yes, my brother.

14 Q: And what's his name?

15 A: William Smith.

16 Q: How old is William?

17 A: Just turned 40.

18 Q: What does he do?

19 A: He's a phlebotomist. He's going to school and
20 working at Georgetown Hospital in phlebotomy.

21 Q: And, now, this might be a more wide open one. Do
22 you have relatives 18 years of age or older who
23 reside in Horry County that are related to you by
24 marriage?

25 A: Yes.

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1 Q: And is it last names more than Cook?
2 A: Yes.
3 Q: What are the other last names?
4 A: Related to me by marriage, Johnson, gosh, there's
5 so many, Capps. I'm trying to think of them all.
6 It's on my husband's side ---
7 Q: Right.
8 A: --- that's related to me? Yeah, by marriage, and
9 there's Johnson, Capps, oh gosh, ---
10 Q: And I'll ask him too. He ---
11 A: He could, he could answer the question better
12 because I don't know all of the family.
13 Q: That's fine.
14 A: Their last name.
15 Q: Okay, that's fine. Now, we've gone through all
16 the children, both biological and adopted. You
17 have no other children besides these, correct?
18 A: No.
19 Q: And you are married to Mr. Monroe Cook, correct?
20 A: Correct.
21 Q: And how long have y'all been married?
22 A: 29 years. February will be 30.
23 Q: And that was your first marriage?
24 A: First marriage, only marriage.
25 Q: And as far as your education, did you complete

1 high school?
2 A: 11th grade and GED.
3 Q: And where was that from, was that in ---
4 A: Charleston.
5 Q: --- Charleston? And as far as your employment
6 history, are you currently employed?
7 A: No, sir.
8 Q: When was the last time that you were employed
9 outside of the home?
10 A: I think it was 2001. I was with the Horry County
11 School District.
12 Q: What did you do with them?
13 A: I was a bus driver and teacher's aide. I worked
14 with them from like 1999, '98, '99.
15 Q: Till 2001?
16 A: Yeah. I went back to work with them. I worked
17 with them a little bit before then.
18 Q: Do you remember when before then?
19 A: It was before 1996, because we had got the
20 children in '96 and they had special issues, so I
21 stayed home with them for a while, till they got
22 old enough to, the smaller ones, to get in
23 school.
24 Q: And are you talking about all of the adopted
25 children?

1 A: Yes.
2 Q: You got them all at one time?
3 A: No, sir. We got Joseph in '95, and then we got a
4 sibling group in '96, which is Andrew, Trent,
5 Steven, and Kayla.
6 Q: Andrew, Trent, and Steven, you got in ---
7 A: And Kayla, in 1996.
8 Q: Any of those children, were they related?
9 A: They're biological brother and sister ---
10 Q: All of them?
11 A: All four. Joseph was the first adoption, and
12 then we got the sibling group of four.
13 Q: And how long did you work with Horry County
14 schools prior to '96?
15 A: Probably, eight years.
16 Q: Before then, where did you work?
17 A: I had stayed home for a while, and then before
18 that, I worked at Tower Management at Myrtle
19 Beach, at accounting.
20 Q: How long did you do that; do you recall?
21 A: About a year and a half.
22 Q: How about before then?
23 A: Just odd jobs as a teenager, a drugstore in
24 Charleston. I worked in a Revco drugstore.
25 Q: Are you affiliated with any civic organizations

1 in Horry County?

2 A: Like what, what do you mean?

3 Q: You know, any kind of Lions club or Azalea club
4 or ---

5 A: No.

6 Q: --- anything ---

7 A: No, sir.

8 Q: --- like that?

9 A: No, just Little League. My children played
10 Little League.

11 Q: Where?

12 A: Aynor.

13 Q: And do attend church regularly anywhere?

14 A: When we go, we go to Aynor Church of God.

15 Q: Don't take this the wrong way. I ask this of
16 everybody because I want to make sure. This
17 morning, as we sit here, are you under the
18 influence of any kind of prescription drugs,
19 drugs, alcohol, anything like that that would
20 prohibit you from understanding my questions or
21 answering them ---

22 A: No, sir.

23 Q: You and your husband, as the plaintiffs, have
24 sued Nealy, saying that a piece of property that
25 y'all conveyed to her, you want to get it back,

1 correct?

2 A: Correct.

3 Q: Okay. Let me ask you, to start with --

4 EXHIBIT NUMBER 1

5 MARKED FOR IDENTIFICATION.

6 Q: This is what's been marked now as Exhibit Number
7 1, which is a deed from Thad Strickland to you
8 and Mr. Cook for 18.78 acres?

9 A: Correct.

10 Q: Is that the deed, the property that we are here
11 about today?

12 A: Correct.

13 Q: Tell me why -- Were you involved in the purchase
14 of that property?

15 A: Yes.

16 Q: How were you involved?

17 A: When he decided to get the property, ---

18 Q: "He" being Mr. Cook?

19 A: Monroe. When Monroe decided to get the property,
20 we talked about it. He decided to get the
21 property, and that, that was my involvement, yes
22 or no.

23 Q: Did you talk about why you were buying the
24 property or anything ---

25 A: Yes, yes. We were getting the property in hopes

1 to put a little drag strip, mud bog type thing on
2 there for the children to be able to make money
3 off of, so they could be able to have a living,
4 because these children, three of these children,
5 well, actually, four of the children, they are,
6 have mental, some of them have mental issues,
7 learning disorders and physical disabilities and
8 are not going to be able to go to college, not
9 going to be able to hold down a regular job, and
10 this was something that they could do that would
11 be easy for them to take care of and have
12 responsibility and be able to make money to take
13 care of themselves.

14 Q: Who came up with that idea to turn it into a mud
15 bog, dirt track?

16 A: Monroe, he had talked about it.

17 Q: And this would be for which children to make
18 money?

19 A: For Joseph, Steven, Andrew, Trent. Those are
20 the, the four main, yeah, main children that are
21 the, have handicaps.

22 Q: And three of those four have learning
23 disabilities or special needs. Is that what you
24 told me?

25 A: They all have special needs.

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1 Q: All four of them do?
2 A: All four, yeah.
3 Q: Tell me about Trent. What's Trent's ---
4 A: Trent has ADD. He was a failure to thrive.
5 Q: I'm sorry?
6 A: Failure to thrive. He has learning disabilities.
7 He has a fourth grade reading level. He's a
8 senior in high school. He's in a special class.
9 He, he won't get a diploma, but he'll get a
10 certificate stating he went 12 years of school.
11 Q: Where does he go to school?
12 A: Aynor High School.
13 Q: And who has he been diagnosed by?
14 A: Several doctors, doctors in Charleston, from the
15 time we got him.
16 Q: Does he have a primary physician around here?
17 A: He just sees, he just goes to Aynor Family
18 Practice for his medication. They, they see him
19 and give him check-ups.
20 Q: Who's the doctor there?
21 A: He sees -- The doctor is Jody Hutson, but he sees
22 the nurse practitioner. He had -- Excuse me. He
23 had seen Dr. West in Florence, and he was
24 diagnosed with the failure to thrive and ADHD --
25 I mean, ADD, I'm sorry, and learning

1 disabilities, and through the school, they have
2 also tested him, and he has learning
3 disabilities.

4 Q: And how about Steven?

5 A: The same. He was with Dr. West. Well, when he
6 was born, he, they didn't expect him to live his
7 first year of life. He had a low blood platelet
8 count. He was born without the radius bone in
9 both arms, and his arms were turned in; still
10 are. He's had a couple of surgeries. His
11 platelets are better, but we have to watch when
12 he takes a bad fall. We keep getting his
13 platelets checked like every six months. Right
14 now, they're the best they've ever been. They're
15 like 125,000, which is good considering he, when
16 he was born, they were six to 8,000. He's had
17 several platelet transfusions. I'm sorry.

18 He can't wash himself completely, can't
19 wipe his self. So it's, it's going to be hard
20 for him. We've talked with a orthopaedic
21 surgeon. We've even got a second opinion through
22 the Shriners, and they don't want to do any more
23 surgery right now because they're afraid, if they
24 do, he will lose what hand function he's got, and
25 besides his physical disabilities, he has a third

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1 grade reading level. He's also in special
2 classes in school. He's in ninth grade.

3 Q: How about Andrew?

4 A: Andrew, he has, he's in tenth grade. He has, I
5 think, a sixth grade reading level. He has a lot
6 of -- He gets in trouble a lot at school, and he
7 stole a lot and stole from school, got in
8 trouble, going through DJJ. So they put him in a
9 group home.

10 Q: Andrew?

11 A: Yeah, Andrew.

12 Q: I thought you said Joseph.

13 A: Huh-uh (negative response), no.

14 Q: It was Andrew, okay.

15 A: That was Andrew. And then Joseph, he, during his
16 last year of school, because he was in the
17 special classes at school, he had resource help.
18 He had ADHD and learning disabilities. He
19 couldn't learn, couldn't process everything. He
20 also seen Dr. West in Florence. He -- We put him
21 through Job Corps, where he could get a trade,
22 get his GED, and he did neither. He finished
23 neither.

24 Q: Are any of those four children, are any of them
25 employed during the summer, during vacations,

1 anything like that?

2 A: No, no.

3 Q: They just stay home during the summer?

4 A: Yeah, do things around the house.

5 Q: So y'all talked about buying the property. You

6 said, "Yes, ---

7 A: Yes.

8 Q: --- evidently, okay. And who did the closing on

9 this; do you know?

10 A: Robin Ciacco.

11 Q: When you purchased the property?

12 A: Oh, when we purchased it. When you say

13 "closing," what do you mean?

14 Q: When you went there to sign any kind of papers to

15 buy it from Mr. Strickland. Do you recall? If

16 you don't, ---

17 A: I don't.

18 Q: --- that's okay.

19 A: I'm sorry. I don't.

20 Q: And where did you get the money to purchase the

21 property?

22 A: We borrowed the money on our house to purchase

23 the property.

24 Q: The house didn't have a mortgage on it

25 beforehand?

1 A: No.

2 EXHIBIT NUMBER 2

3 MARKED FOR IDENTIFICATION.

4 Q: And, again, just to make sure we're talking about
5 the same property, I'm going to show you what's
6 now been marked as Exhibit 2.. Is that the 18.78
7 acres that we've been talking about?

8 A: Right here.

9 Q: Is that a map of it?

10 A: Yes.

11 Q: Do y'all live anywhere close to this?

12 A: Yes, a couple miles down the road.

13 Q: So y'all live on Nichols Highway?

14 A: We live right off of Nichols Highway, yes, sir.

15 EXHIBIT NUMBER 3

16 MARKED FOR IDENTIFICATION.

17 Q: And then I'm going to show you Exhibit 3. This
18 is a deed from you and Mr. Cook to Nealy. Do you
19 recognize that deed?

20 A: Yes, I do.

21 Q: Is that your signature on the back of the deed?

22 A: Yes, it is.

23 Q: And you all used Robin Ciacco to prepare that
24 deed; is that correct?

25 A: Yes.

1 Q: Why was a decision or who made the decision to
2 transfer this property to Nealy?
3 A: The decision was made by both of us because ---
4 Q: How about when? Can we back up to when and ---
5 A: When, when the ---
6 Q: --- then go into why?
7 A: Okay. When the decision was made was, Monroe had
8 gotten in a accident in 2007, and then in 2008,
9 my children were, two of my children were
10 receiving SSI.
11 Q: Social Security income?
12 A: Uh-huh (affirmative response). And they, when I
13 went to -- They sent me a letter to go down and
14 reapply, because you have to review, reapply
15 everything, ---
16 Q: For the children?
17 A: For the children. They said, "Well, you have too
18 much property. You have too much in your name."
19 So ---
20 Q: Can I stop you one second?
21 A: Yes.
22 Q: At that time, you had the house, your home place
23 in your name?
24 A: Uh-huh (affirmative response), yes.
25 Q: And you had this piece of property in your name,

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1 correct?
2 A: Correct.
3 Q: Did you have any other pieces of property in your
4 name?
5 A: Yes.
6 Q: What pieces of property were those?
7 A: The piece of property beside our other property
8 that's ---
9 Q: Beside your home place or beside this one?
10 A: No. It's no beside this one. It's just a couple
11 of blocks down from our home place.
12 Q: So you had actually three pieces of real estate
13 in your names?
14 A: Yes.
15 Q: Okay. That was it?
16 A: Yes.
17 Q: Is that what they were basing that decision on?
18 A: Yes. I think so.
19 Q: All right. I'm sorry.
20 A: Okay.
21 Q: Continue.
22 A: So, basically, we, in order for them to keep
23 receiving the SSI, we had too much property. So
24 part of the property we put in Kenneth's name.
25 Q: Which parts?

1 A: The property down, a couple blocks down the road,
2 which he, he resides on.

3 Q: He lives there?

4 A: He lives right beside it. It, I think it's 14
5 acres, 13 or 14 acres, and then this property, we
6 decided to put in Nealy's name, and that way the
7 boys could continue drawing their SSI, and then
8 when we did this, they tell me, "Well, they still
9 can't draw SSI." So, therefore, they send us a
10 letter, we're having to pay back SSI.

11 Q: Now, why was that?

12 A: Because of, from the time that -- because they
13 had been getting it for a good while, but from
14 the time we purchased this property, they held
15 against us, because even though it was in our
16 name just for a period of time, they held that
17 against us. So, in other words, they overpaid.
18 So we're paying back to SSI for those children
19 on, it's overpayment. So that's what that part
20 is.

21 Q: The home place, it was never deeded out to
22 anyone?

23 A: No.

24 Q: You kept that in your name?

25 A: Yes. They said we could have that.

1 Q: Okay. Which, at that time, you had a mortgage on
2 it to purchase this property?

3 A: Correct.

4 Q: Did the folks at the Social Security office tell
5 you to transfer property out of your name?

6 A: She did not come out and directly tell me to
7 transfer. She said that we had too much in our
8 name, that, you know, to continue getting SSI. I
9 mean, legally, she can't tell me, you know,
10 "You've got, you've to transfer it.

11 Q: Did you ever talk to Nealy about transferring the
12 property into her name before you transferred it?

13 A: I had mentioned it to her, and she knew what we
14 bought the property for, and we transferred it,
15 like I said, we transferred to Kenneth and we
16 transferred to Nealy with a trust and
17 understanding that it would come back to us. In
18 other words, it was secure for the children, so
19 it would come back to us to be able, at some
20 point in time, to be able to do what we wanted to
21 do with it for the children.

22 Q: You talked to her and had that understanding with
23 her before you deeded the property to her?

24 A: Well, it was kind of an understanding before I
25 deeded the property.

- 1 Q: An understanding between whom?
- 2 A: Between her and I.
- 3 Q: Okay. Then y'all talked about that specifically?
- 4 A: Yeah. It wasn't in a lot of detail. She, you
- 5 know, I just told her that, you know, what had
- 6 happened, you know, and that we had too much
- 7 property and that I was going to put the property
- 8 in, part of it in Kenneth's name and part of it
- 9 in her name.
- 10 Q: When did you talk to Nealy about that?
- 11 A: I don't recall. I don't know what date, time.
- 12 Q: Do you recall where you talked to Nealy about
- 13 that?
- 14 A: It was over the phone when I talked with her.
- 15 Q: What's your telephone number you would have
- 16 talked with her about that?
- 17 A: 358-8791.
- 18 Q: 8791?
- 19 A: Uh-huh (affirmative response), yes, sir.
- 20 Q: And who's the provider, Horry Telephone?
- 21 A: Yes.
- 22 Q: And it would have been before August 28th of
- 23 2008, before that deed was recorded and signed?
- 24 A: Yes.
- 25 Q: Okay. Do you know what telephone number you

1 talked to her, what number she was on?

2 A: Probably, 260-6786.

3 Q: Where was she living at that time?

4 A: I don't think she was still living in Florence.
5 I'm not for sure. It, it's been a lot, so, and
6 they moved to Charleston. So I can't remember
7 right offhand.

8 Q: And you specifically told her that y'all were
9 going to deed that property to her?

10 A: Yes, yes.

11 Q: And that you expected her to give it back to you?

12 A: Yes. And trust that she would, I said, "and
13 trust you, that you will give it back at some
14 point in time." And then I told her, when we
15 couldn't -- I said, "Well, we can't receive the
16 SSI benefits anyway," after I got a letter and,
17 you know, so that's kind of when Kenneth went
18 ahead and signed his back over, and she didn't
19 sign hers back over, and I'm not for sure of the
20 date or month that they told me that I could not
21 get SSI anymore, in 2008.

22 Q: 2008?

23 A: Uh-huh (affirmative response).

24 Q: Okay. When did you talk to her about
25 transferring the property back to you and Mr.

1 Cook?

2 A: I want to say it was in 2009.

3 Q: August 2009?

4 A: I'm not for sure of the month.

5 Q: Why did you ask her to transfer it back?

6 A: Because it wasn't hers to, I mean, it wasn't
7 hers, and she knew that, the reason why, the
8 reason why we wanted it transferred back, and
9 Monroe and I had problems, and we just, we wanted
10 to get it back where everything was square one,
11 where, because there's a road going to come
12 through our piece of property, through the state,
13 supposedly, and we wanted to be able to have
14 everything legal and straight so, when it come
15 through, we could take that and go get another
16 piece of property and do what we were going to do
17 for the children to begin with.

18 Q: This property's, you think, in the I-73 corridor?

19 A: Uh-huh (affirmative response), yes, sir.

20 Q: Do you recall telling Nealy that you'd like for
21 her to deed the property back to you so you could
22 pay for a divorce from Mr. Cook?

23 A: No. We were -- Like I said, it caused a lot of
24 problems, and we were talking about divorce, but
25 I never said that I wanted the property back to

1 pay for a divorce.

2 Q: Did you say it some other way?

3 A: Well, I told her that before a divorce, you know,
4 or anything could be finalized and everything, we
5 needed to get this straight before we did any
6 kind of divorce so it could be divided equally or
7 ever how they deemed that it be divided equally
8 between the children or let him get the business
9 for the children.

10 Q: So you found out sometime in 2008, sometime
11 after, I guess, August of 2008, before the end of
12 2008, that the transfer wouldn't satisfy Social
13 Security, correct?

14 A: Correct.

15 Q: And then you don't ask Nealy for the property
16 back until August of 2009; is that correct?

17 A: Correct.

18 Q: And that was right after an incident that
19 occurred on July 29th of 2009 that you asked for
20 that property back, was it not?

21 A: Well, I want to make a statement here first,
22 before I answer that question.

23 Q: Okay.

24 A: We -- I did ask for it back. I'm not for sure
25 exactly when I asked for it back, but it was

1 after the Social Security, that we couldn't get
2 the Social Security anymore, and I had asked for
3 her to, you know, go ahead and transfer the land
4 back, and then, after the incident -- she just
5 kind of brushed me off, and then after the
6 incident in July, I asked her to please go ahead
7 and transfer it back over.

8 Q: And tell me about the incident. What happened?

9 A: In July, we, Monroe has -- he got hurt in '07,
10 and he's been doing the best he can, and he kind
11 of just broke down a little bit. We'd been doing
12 good, and then he broke down a little bit, and he
13 shot the refrigerator.

14 Q: Were you standing ---

15 A: Shot the dresser.

16 Q: --- near the refrigerator?

17 A: No. I was not near the refrigerator. When he
18 shot the refrigerator, I was in the bedroom.

19 Q: Did he ever shoot at you?

20 A: No. He shot the refrigerator. He shot the
21 dresser. He did not shoot at me.

22 Q: You'd gotten up to get some orange juice?

23 A: Yeah. My sugar had dropped, and it was about
24 4:00 in the morning.

25 Q: And you're a diabetic?

1 A: Yes, sir. And we had a few words. We had been
2 arguing a little bit before, before that.
3 Q: And you called the police?
4 A: No, I did not.
5 Q: Why did the police come then?
6 A: They called the police. Nealy and her husband
7 called the police.
8 Q: Nealy and her husband called the police?
9 A: Yes.
10 Q: Were they staying there at the house at that
11 time?
12 A: No.
13 Q: How did they find out about it?
14 A: My mom. My mom was out of town, and I went up to
15 her house, because she lived right beside us, to
16 take care of her animals, and I just, I called
17 her and broke down and, because I was crying and
18 her being that many miles away, she didn't know
19 what was going on or if I was all right, and I
20 told her I'd be fine, you know. Kenneth, I
21 talked to him, and I told him I'd be fine, you
22 know, he, if he was -- if he had have been real
23 worried about it, he would've called the police.
24 But they called the police, and the police came
25 and got us.

1 Q: And then shortly after there, in August, sometime
2 in August of '09, you asked Nealy to deed the
3 property back, correct?

4 A: Yes.

5 Q: What did Nealy tell you?

6 A: She told me she didn't know if she was going to
7 do it or not at first, and then she said, "Yes, I
8 will."

9 And I told her, I said, "Well, we need to
10 go to Robin's and get everything done."

11 And she said, "I will."

12 Q: When did that conversation take place?

13 A: It was after, it was -- I was staying -- It was
14 in, after August of '09.

15 Q: Do you know when?

16 A: I don't. I don't recall what date, time. I
17 talked to her several times about it, and because
18 I'd actually talked to Robin's office, for them
19 to draw up the deed, and she said she would go
20 sign it, and she never went and signed it.

21 Q: Okay. At that time, were you living in Florence
22 when you talked with Nealy?

23 A: No.

24 Q: Where were you living at that time?

25 A: I was still living behind my mom's house, in my

1 brother's house.
2 Q: Because at some point, you lived over in
3 Florence; ---
4 A: No.
5 Q: --- is that correct?
6 A: No.
7 Q: Through CASA?
8 A: No.
9 Q: You did not?
10 A: No. I stayed in, in CASA for about three, two,
11 two or three weeks.
12 Q: Where was that?
13 A: Myrtle Beach.
14 Q: And then you moved into your brother's house
15 behind your mother's ---
16 A: Yes.
17 Q: --- trailer?
18 A: Yes.
19 Q: And your brother's name is?
20 A: William ---
21 Q: How long --
22 A: Smith.
23 Q: I'm sorry?
24 A: William Smith.
25 Q: And how long did you stay there?

1 A: I'm trying to remember, February, March, April,
2 somewhere like that, of 2010, and then he moved
3 from Arizona to here.
4 Q: Oh, he wasn't staying over there at ---
5 A: No.
6 Q: --- the time?
7 A: No, sir.
8 Q: And where did you move then?
9 A: To my mom's.
10 Q: And how long did you stay at your mom's?
11 A: A couple of months.
12 Q: And then where did you go?
13 A: Home.
14 Q: Do you remember where you were when you talked to
15 Nealy about asking her to deed the property back?
16 A: The first time was at home. Then I was at my
17 brother's house when I talked to her.
18 Q: And what would the telephone number have been for
19 that?
20 A: 358-1265.
21 Q: And you were still talking to her on the 260-
22 6786?
23 A: Uh-huh (affirmative response). I don't know her
24 house number.
25 Q: Ma'am?

1 A: I didn't know her house number.
2 Q: And that would have been in August of 2009 when
3 you talked with her about that by telephone?
4 A: Yeah, August, September, something like that.
5 Q: Did you talk to anyone else about, other than
6 Nealy and Robin Ciacco, about having the property
7 deeded back?
8 A: Who do you mean?
9 Q: Anybody.
10 A: No, just, just Monroe.
11 Q: Did you ask Nealy to deed it back to you or to
12 you and Mr. Cook?
13 A: Both. I asked her to deed it back to me, and if
14 she didn't want to deed it back to both, both of
15 us, I asked her to deed it back to me.
16 Q: And her response to both was no?
17 A: Yeah. After, after the fact that she had already
18 said yes to begin with, then she told me no, that
19 she had her husband's name put on it.
20 Q: Do you know when she had her husband's name put
21 on it?
22 A: I don't.
23 Q: Did she tell you why she had her husband's name
24 put on it?
25 A: No.

- 1 Q: Did you know she put a mortgage on it, she and
2 her husband?
- 3 A: Not till recently.
- 4 Q: When did you first find that out?
- 5 A: I don't know the date. It was when we were
6 talking with our attorney.
- 7 Q: Do you ever remember having any conversations
8 with Nealy the week after Mother's Day of 2010,
9 on the telephone, where you told her you never
10 expected to get that property back?
- 11 A: No. The only thing that I recall ever telling
12 her about the property was when she didn't sign
13 it over, that I couldn't, I just told her, I
14 said, "I can't believe that I trusted you and
15 that you're doing this to me, that you're not
16 going to sign the property back over. It's not
17 yours. You didn't pay for it. I didn't give it
18 to you to take and do as you want to with it.
19 You know the reason why it was signed over to
20 you." That was the discussion I had with her.
- 21 Q: Did you ever tell her after this suit was filed
22 that you didn't want to be a party to this
23 lawsuit?
- 24 A: No, no. She, when she got the suit, I guess she
25 had it for a couple of weeks, and she had called

1 my mom's house and wanted me to call her, and I
2 didn't know her phone number, so my mom dialed
3 her number, and I talked with her, and she told
4 me that the, the lawsuit, she said that it was,
5 basically, she wasn't going to, that she was
6 going -- She said, if it, she wasn't going to
7 give it back. If, if it went to court, she said,
8 "It's going to get messy." That was her words to
9 me:

10 Q: So you never said that you didn't want to be a
11 part of this suit?

12 A: No. I told her -- She said, "Why is your name on
13 the suit?"

14 I said, "Because my name is on the deed.
15 The land is in mine and your dad's name. The
16 land was not given to you. It was not given to
17 Jarrett."

18 Q: Did you ever talk to anyone about having your
19 name removed from the suit?

20 A: No.

21 Q: Whose number is 254-2433?

22 A: Monroe's. That's his cell number.

23 Q: Do you know who the provider is?

24 A: HTC.

25 Q: I think that's all I have. Thank you, ma'am.

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(The deposition concluded at 11:45 a.m.)

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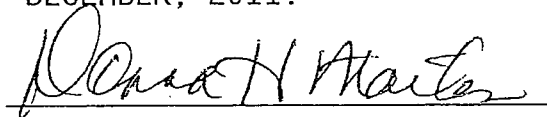
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CERTIFICATE

This is to certify that the foregoing deposition of LYNN S. COOK, consisting of THIRTY-NINE (39) pages is a true and correct transcript of the testimony given by said deponent after first being duly sworn; said deposition was reported by method of steno mask with backup. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 22ND day of DECEMBER, 2011.



Donna H. Martin
Verbatim Court Reporter
Notary in and for the State of
South Carolina
My Commission Expires 12-28-14

ORIGINAL

Prestige Court Reporting, Inc.

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Conway, South Carolina 29527
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Instrument#: 2007000025338, DEED BK: 3222 PG: 1694 DOCTYPE: 001 02/16/2007 at 02:04:11 PM, 1 OF 4 COUNTY STAMPS: \$179.30 STATE STAMPS: \$423.80 BALLERY V. SKIPPER, HORRY COUNTY, SC REGISTRAR OF DEEDS

TMS Number correct
0250001143.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS,

That I, Thad Strickland in the State aforesaid for and in consideration of the sum of One Hundred Sixty Two Thousand Nine Hundred Seventy Two and 84/100 — (\$162,972.84) DOLLARS, to me paid by Monroe E. Cook and Lynn S. Cook, 5234 Sarvis Road, Galivants Ferry, SC 29544 in the State aforesaid, (Receipt whereof is hereby acknowledged) have granted, bargained, sold and released; and by these presents do grant, bargain, sell and release unto the said Monroe E. Cook and Lynn S. Cook, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, the following described property to wit:

ALL AND SINGULAR, all that certain piece, parcel or tract of land, lying situate and being in Floyds Township, Horry County, South Carolina containing 18.78 acres, more or less, as delineated on that certain map of survey for "Monroe E. Cook" prepared by Jack F. Davis, RLS, dated December 28, 2006 and recorded in the Office of the ROD for Horry County in Plat Book 222 at Page 35, said map being incorporated herein by reference and made part and parcel hereof.

DERIVATION: This is a portion of the property conveyed to Thad Strickland by deed from Randol Lephon Small dated January 1, 1993 and recorded in the Office of the ROD for Horry County on January 2, 1993 in Deed Book 1604 at Page 873.

PARENT TMS# 025-00-01-064

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

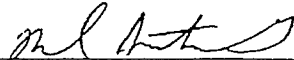
TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Monroe E. Cook and Lynn S. Cook, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion.

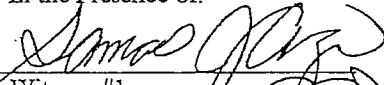


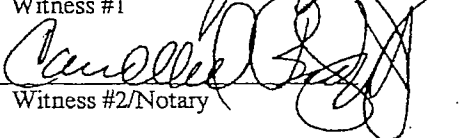
And I do hereby bind myself and my Heirs and Executors and Administrators, to Warrant and forever defend all and singular the said premises unto the said Monroe E. Cook and Lynn S. Cook, for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

Witness the execution hereof by grantor this 16 day of February in the year of our Lord Two Thousand Seven in the Two Hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
In the Presence of:


Thad Strickland (L.S.)


Witness #1

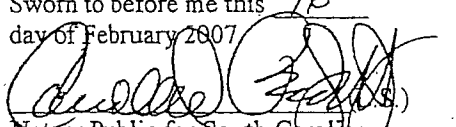

Witness #2/Notary

STATE OF SOUTH CAROLINA

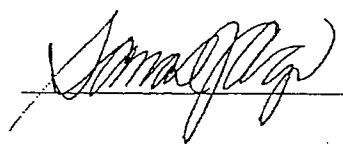
COUNTY OF HORRY

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Thad Strickland, Sign, Seal and as his/her/their Act and Deed deliver the within written Deed; and that (s)he with the undersigned notary witnessed the execution thereof.

Sworn to before me this 16
day of February 2007


Notary Public for South Carolina

My Commission Expires: 10/25/12



STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is described as 18.78 acres off Nichols Highway, located in Floyds Township, Horry County, South Carolina, being a portion of Horry County Tax Map Number 025-00-01-064 from Thad Strickland to Monroe E. Cook and Lynn S. Cook.
3. Check one of the following: The deed is
 - (a) ☒ XXXX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ☐ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☐ Exempt from the deed recording fee because (See Information section of affidavit):

(If exempt, please skip items 4-7, and go to item 8 of this affidavit).

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check One: Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) ☒ XXXX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$162,972.84
 - (b) ☐ The fee is computed on the fair market value of the realty which is _____.
 - (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes, which is _____.
5. Check yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is _____.
6. the deed recording fee is computed as follows:
 - (a) ☒ XXXX Place the amount listed in item 4 above here: \$162,972.84
 - (b) ☐ Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here).
 - (c) Subtract line 6(b) from 6(a) and place here: \$162,972.84
7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is \$603.10
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Buyer's Attorney

9. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 16th
day of February, 2007.

Brenda P. Dun
Notary Public for S.C.

My Commission Expires:

(SEAL)

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) Transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) That are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) Transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) Transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) Transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) That constitutes a contract for the sale of timber to be cut;
- (8) Transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity, which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) Transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) Transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) That constitute a Corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) Transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) Transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) Transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

SUBDIVISION
MAP
OF

818057112
18.78 ACRES OF LAND, IN FLOYDS TOWNSHIP, Horry
COUNTY, S.C., SURVEYED FOR:

MONROE E. COOK
Ref: DB # 1804, PG # 873, DB # 528, PG # 405, DB # 490, PG # 638, DB # 490,
PB # 50, PG # 63

100' 50' 0" 100' 200'
SCALE 1" = 100'

DECEMBER 28, 2006

I hereby certify to the best of my knowledge, information and belief,
The survey hereon was made in accordance with the requirements of The
Minimum Standards Manual, for The Practice of Land Surveying, in South
Carolina and meets a class "C" survey as specified hereon.

JACK F. DAVIS RLS # 4779

1876 Simpson Creek Road

Loris S.C. 29559

(843) 758 5046

Jack F. Davis

The undersigned hereby acknowledge that I am (we are) the owner(s) of the
property shown and described hereon, on that I (we) hereby dedicate to the
public or private use all items specifically shown or indicated on said plat.

David Strickland 2-12-07

name Date signature

property is located in FLOOD ZONE "X" according to FIRM MAP # 45051C0175

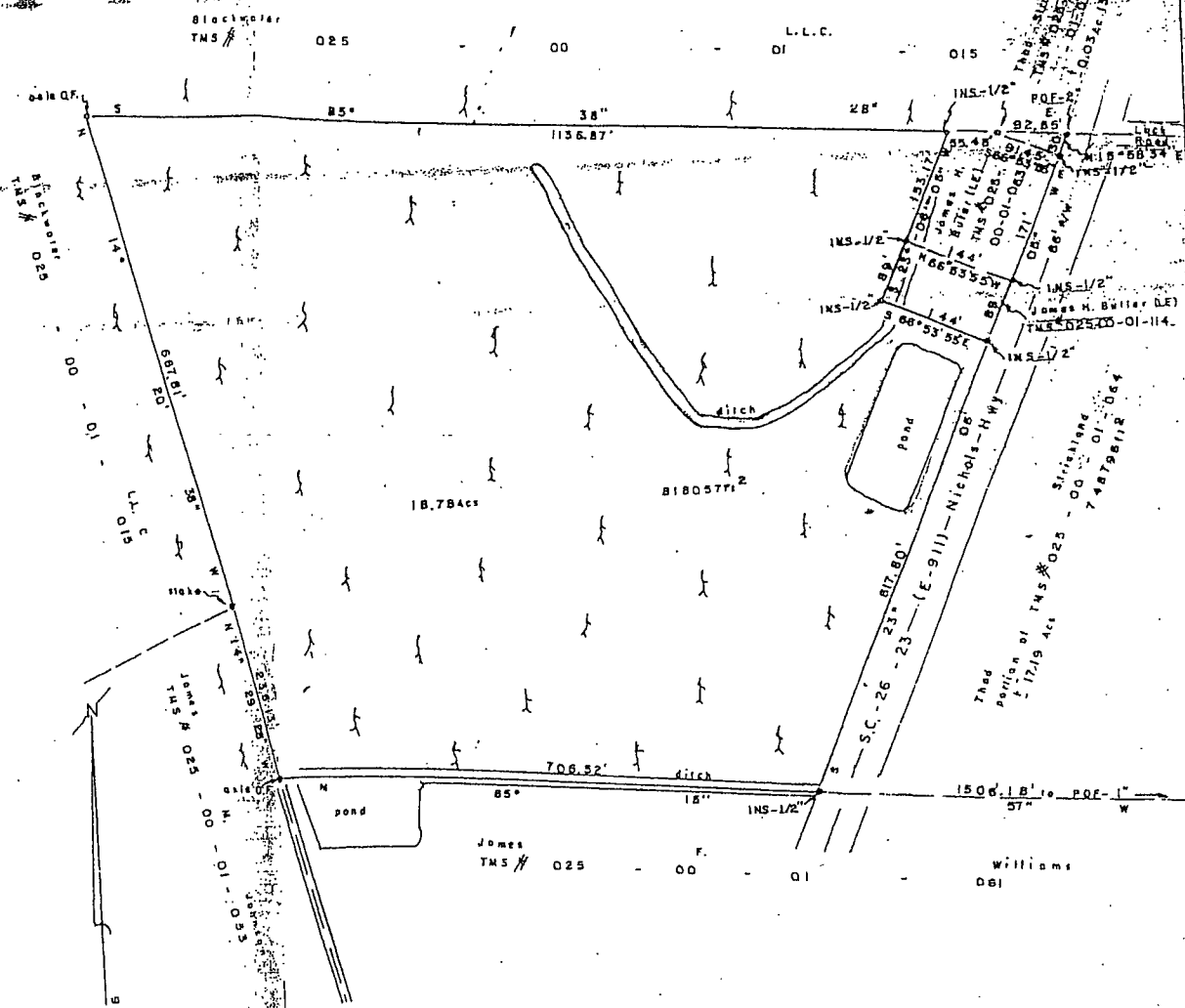
Dated Aug 23, 1999

proposed land use: FB A

no geodetic marker found in 2000



Approved For Record
David Strickland
2-15-17



2006-55



PREPARED BY:

ROBIN M. CIACCIO, PA
306 MAIN STREET
CONWAY, SC 29526

SPACE ABOVE THIS LINE RESERVED FOR RECORDING INFORMATION

THE STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF HORRY)

KNOW ALL MEN BY THESE PRESENTS, That, we, Monroe E. Cook and Lynn S. Cook, herein referred to as the Grantors, for and in consideration of the sum of Five and 00/100 Dollars (\$5.00) to us paid by Nealy Lynn Taylor, hereinafter Grantee, in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Grantee, her heirs, successors and assigns forever:

ALL AND SINGULAR, all that certain piece, parcel or tract of land, lying situate and being in Floyds Township, Horry County, South Carolina containing 18.78 acres, more or less, as delineated on that certain map of survey for "Monroe E. Cook" prepared by Jack F. Davis, RLS, dated December 28, 2006 and recorded in the Office of the ROD for Horry County in Plat Book 222 at Page 35, said map being incorporated herein by reference and made part and parcel hereof.

This being the identical property conveyed to Monroe E. Cook and Lynn S. Cook by Deed from Thad Strickland, filed February 16, 2007 and recorded in the ROD Office for Horry County in Deed Book 3222 at Page 1694.

TAX MAP NUMBER:

GRANTEE'S ADDRESS: 5234 Sarvis Rd.
Galivants Ferry, SC 29544

This conveyance is made subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee, her heirs and assigns forever.

AND THE GRANTORS do hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns,



against the Grantors and the Grantor's heirs and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS our Hands and Seals this 28th day of August, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Asperhse
Witness

monroe E. Cook
MONROE E. COOK

Brenda P. ...
Witness

Lynn S. Cook
LYNN S. COOK

THE STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 28th day of August, 2008, by the Grantor(s), Monroe E. Cook and Lynn S. Cook.

SWORN to before me this 28th day of August, 2008

Brenda P. ... (A.S.)

Notary Public for South Carolina
Commission Expires:

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 18.78 acres more or less, bearing Horry County Tax Map Number _____, and was transferred by Monroe E. Cook and Lynn S. Cook to Nealy Lynn Taylor on August 28, 2008.
3. Check one of the Following: The Deed is
 - (a) _____ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) xx _____ Exempt from the deed recording fee because (See Information section of this affidavit);
Less than \$100.00, exemption #1.
(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$0.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	\$ 0.00
(c) Subtract line 6(b) from line 6(a) and place result here:	\$0.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Monroe E. Cook and Lynn S. Cook.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28th day of August, 2008

Brenda P. _____
Notary Public for South Carolina
My Commission Expires: 12-28-15

Monroe E. Cook Lynn S. Cook
Responsible Person Connected with the Transaction
Monroe E. Cook Lynn S. Cook
Print or type the above name here

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 18.78 acres more or less, bearing Horry County Tax Map Number _____, and was transferred by Monroe E. Cook and Lynn S. Cook to Nealy Lynn Taylor on August 28, 2008.
3. Check one of the Following: The Deed is
 - (a) _____ Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) xx _____ Exempt from the deed recording fee because (See Information section of this affidavit);
Less than \$100.00, exemption #1.
(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$0.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: N/A.

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(a) Place the amount listed in item 4 above here:	\$0.00
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(c) Subtract line 6(b) from line 6(a) and place result here:	\$0.00

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8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Monroe E. Cook and Lynn S. Cook.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 28th day of August, 2008

Brenda P. [Signature]
Notary Public for South Carolina
My Commission Expires: 12-28-15

Monroe E. Cook Lynn S. Cook
Responsible Person Connected with the Transaction
Monroe E. Cook Lynn S. Cook
Print or type the above name here

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Monroe E. Cook & Lynn S. Cook

Plaintiffs,

vs.

Nealy Lynn Taylor,

Defendant.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
) Civil Action No.: 2011-CP-26-

COMPLAINT

FILED
HORRY COUNTY
2011 JUN -3 PM 2:45
KELANIE HUGGINS-WARD
CLERK OF COURT

The Plaintiffs, complaining of the Defendant named herein, would allege and show unto this Honorable Court;

FOR A FIRST CAUSE OF ACTION
(Breach of Implied Contract)

1. That the Plaintiffs are citizens and residents of Horry County in the State of South Carolina.
2. That the Defendant is a citizen and resident of Dillon County, South Carolina.
3. That the Defendant is one of seven children born to or adopted by the Plaintiffs.
4. That the acts hereinafter set out and described occurred in Horry County, South Carolina, and this Court has jurisdiction over the parties and matters in controversy.
5. That on February 16, 2007, Plaintiffs did purchase 18.78 acres of land located in the Floyd's Township of Horry County, South Carolina, recorded in the Register of Deeds Office for Horry County in Plat Book 222 at page 35, for \$162,972.84.
6. That on August 28, 2008, Plaintiffs did transfer above referenced 18.78 acres of land to Defendant for five dollars (\$5.00).
7. That the transfer was conducted for the sole purpose of Plaintiff Lynn S. Cook to

continue to be eligible to receive benefits under Social Security Supplement for two of the adoptive children who are physically and mentally handicapped.

8. That Defendant was aware of the reason and intent of the Plaintiffs in making this property transfer.

9. That in 2007, the State of South Carolina determined that the transfer of said property did not allow Plaintiff Lynn S. Cook to qualify for the Social Security benefits.

10. That as a result of this determination, the State of South Carolina denied benefits, and required Plaintiffs to repay benefits in the amount of over \$40,000.

11. That Plaintiffs approached Defendant in 2008, and asked her to re-convey the property to them due to the state's determination. The Defendant immediately agreed to convey the property to Plaintiffs, but subsequently reneged on her agreement.

12. That the Plaintiffs informed Defendant that they would pay taxes on the subject property and maintain the upkeep of the property after the conveyance to the Defendant. Defendant subsequently took over payment of the taxes.

FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment)

13. The preceding paragraphs are incorporated by reference as if fully set out below.

14. The Defendant has been unjustly enriched in receiving and enjoying the subject property all at the expense of the Plaintiffs.

15. Plaintiffs are entitled to recover from the Defendant the amount Defendant has been enriched.

FOR A THIRD CAUSE OF ACTION
(Breach of Fiduciary Duty)

16. The preceding paragraphs are incorporated by reference as if fully set out below.

17. Due to the relationship between the parties, Defendant owed the Plaintiffs a fiduciary duty to act in a manner not adverse or contrary to the interests neither of the Plaintiffs, nor from acting for her own benefit in relation to the subject property.

18. Defendant breached her duty to the Plaintiffs in the manner aforescribed.

19. The said breach was the proximate cause of Plaintiffs' financial loss.

20. That Plaintiffs remain the equitable owners of the subject property even though Defendant holds legal title.

FOR A FOURTH CAUSE OF ACTION
(Constructive Fraud)

21. The preceding paragraphs are incorporated by reference as if fully set out below.

22. That the Defendant did fraudulently represent to the Plaintiffs that she would accept the transfer of the subject property for the sole purpose of Plaintiff Lynn S. Cook to be eligible to receive benefits under Social Security for the handicapped adopted children.

23. That based on Defendant's representation, the Plaintiffs did entrust the property to her.

24. Defendant was informed that Plaintiff Lynn S. Cook was denied benefits because the property transfer was deemed fraudulent.

25. Defendant represented to Plaintiffs that she would re-convey the property to them.

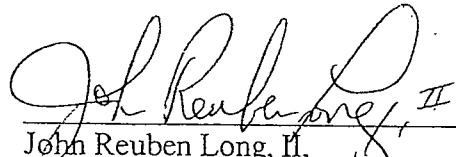
26. To date, Defendant has refused to re-convey the property to Plaintiffs.

27. Due to Plaintiff's reliance on Defendant's representations, they have lost their land valued at \$162,972.84.

28. That Defendant has now transferred the property into her and her husband, Jarrett Taylor, in an attempt to defraud the Plaintiffs.

WHEREFORE, the Plaintiff herein prays for an Order requiring Defendant to convey subject property to Plaintiffs or, in the alternative, for a judgment in the amount of \$162,972.84,

including the costs and Attorney's fees associated with this Complaint, plus any other and further relief as this Court may deem just and proper.


John Reuben Long, II,
ATTORNEY FOR PLAINTIFFS
P. O. Box 1457
Conway, South Carolina 29528
(843)488-5664

Conway, South Carolina
Dated: 6/1/11

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Monroe E. Cook & Lynn S. Cook

Plaintiffs,

vs.

Nealy Lynn Taylor,

Defendant.

) IN THE COURT OF COMMON PLEAS
) FIFTEENTH JUDICIAL CIRCUIT
) Civil Action No.: 2011-CP-26-

VERIFICATION

FILED
Horry County
2011 JUN -3 PM 2:45
MELANIE HUGGINS-WARD
CLERK OF COURT

PERSONALLY appeared before me, Monroe E. Cook and Lynn S. Cook, Plaintiffs in the foregoing action, who, being duly sworn, states as follows:

That the allegations contained in the attached pleadings are true and correct, and are based upon the personal knowledge of these Deponents, except for those allegations which are based upon this Deponent's information and belief and, as to those, this Deponent verily believes same to be true.

Monroe E. Cook
Monroe E. Cook

Lynn S. Cook
Lynn S. Cook

Sworn to before me this the
31st day of May, 2011

[Signature]
Notary Public for South Carolina

My Commission Expires: 2/2/17

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

COPY

MONROE E. COOK & LYNN S. COOK)
PLAINTIFFS)

vs.)
NEALY LYNN TAYLOR)
DEFENDANT)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-26-4758

DEFENDANT'S ANSWER TO
PLAINTIFFS' COMPLAINT

11 JUN 27 PM 4:14
CLERK OF COURT

The Defendant, Nealy Lynn Taylor, answering the Complaint of the Plaintiffs, would respectfully show unto this Honorable Court as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Plaintiffs' Complaint which is not hereinafter specifically admitted, modified or explained is denied and strict proof is demanded thereof.
2. The Defendant admits the allegations contained in paragraphs 1, 2, 3, 4, 5 and 6 of the Plaintiffs' Complaint.
3. The Defendant denies the allegations contained in paragraphs 7 and 8 and demands strict proof thereof.
4. The Defendant is without sufficient Information to form a belief as to the allegations contained in paragraphs 9 and 10 and therefore denies same and demands strict proof thereof.
5. The Defendant denies the allegations contained in paragraph 11 and demands strict proof thereof.

6. The Defendant denies so much of the allegations contained in paragraph 12 as same states that the Plaintiffs informed Defendant that they would pay taxes on the subject property and maintain the upkeep of the property after the conveyance to the Defendant, and therefore demands strict proof thereof. The Defendant admits the remaining allegations contained in paragraph 12 in so much as the Defendant subsequently began paying the property taxes on the subject property.

7. The Defendant realleges her answers as contained in paragraphs 1-6 above in responding to paragraph 13, as if the same were repeated herein verbatim.

8. The Defendant denies the allegations contained in paragraphs 14 and 15 demands strict proof thereof.

9. The Defendant realleges her answers as contained in paragraphs 1-8 above in response to paragraph 16 as if the same were repeated herein verbatim.

10. The Defendant denies the allegations contained in paragraphs 17, 18, 19 and 20 and demands strict proof thereof.

11. The Defendant realleges her answers as contained in paragraphs 1 through 10 above in response to paragraph 21 as if the same were repeated herein verbatim.

12. The Defendant denies the allegations contained in paragraphs 22, 23, 24 and 25 and demands strict proof thereof.

13. The Defendant admits the allegations contained in paragraph 26.

14. The Defendant denies the allegations contained in paragraph 27 and demands strict proof thereof.

15. The Defendant admits so much of the allegations contained in paragraph 28 as same states that the Defendant has now transferred the property to her and her husband, Jarrett Taylor. The Defendant denies the remaining allegations contained in paragraph 28 and demands strict proof thereof.

FOR A SECOND DEFENSE

16. Each and every allegation of the First Defense is incorporated herein when not inconsistent herewith.

17. The deed from Monroe E. Cook and Lynn S. Cook to Nealy Lynn Taylor of the property, the subject matter of this action, shows an intent on the part of the Plaintiffs to give the property to the Defendant.

18. The Defendant accepted the gift by, among other things, paying the taxes on the property, deeding an interest in the property to her husband, and using the property as collateral for a loan from Anderson Brothers Bank.

19. Therefore, the Defendant would show that the property that is the subject matter of this action was given to her as a gift with the requisite donative intent to transfer title to the property on behalf of the Plaintiffs, delivery to the Defendant by the Plaintiffs and accepted by the Defendant.

FOR A THIRD DEFENSE

20. Each and every allegation of the First and Second Defenses is incorporated herein when not inconsistent herewith.

21. The deed prepared by the Plaintiffs conveying the property to the Defendant represented a promise to convey the property to the Defendant, which promise was and is unambiguous in its terms.

22. The Defendant reasonably relied on the promise as shown by her conveyance of an

interest of the property to her husband, her use of the property and her use of the property as collateral for a loan.

23. The reliance by the Defendant on the promise was expected and foreseeable.

24. Revocation of the gift to the Defendant will cause Defendant injury due to her reliance on the promise.

FOR A FOURTH DEFENSE

25. Each and every allegation of the First, Second and Third Defenses is incorporated herein when not inconsistent herewith.

26. The Plaintiff, by deeding the property which is the subject matter of this action, to the Defendant assumed the risk that the Defendant would believe that the conveyance was a gift, and would use the property as if it were her own.

27. The Defendant pleads assumption of the risk as a total defense to this matter.

FOR A FIFTH DEFENSE

28. Each and every allegation of the First, Second, Third and Forth Defenses is incorporated herein when not inconsistent herewith.

29. The Defendant pleads laches and the applicable statute of limitations as a complete defense to this matter.

FOR A SIXTH DEFENSE

30. Each and every allegation of the First, Second, Third, Fourth and Fifth Defenses is incorporated herein when not inconsistent herewith.

31. The Defendant pleads waiver and estoppel as a complete defense to this matter.

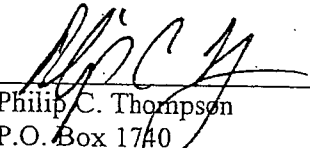
FOR A SEVENTH DEFENSE

32. Each and every allegation of the First, Second, Third, Fourth, Fifth and Sixth Defenses is incorporated herein when not inconsistent herewith.

33. The Plaintiffs have failed to join necessary and indispensable parties who claim an interest relating to the subject matter of this action pursuant to Rule 19, *SCRCP*.

WHEREFORE, having fully answered the Plaintiffs' Complaint, The Defendant prays that the Plaintiffs' Complaint be dismissed, for the costs of this action, and for such other and further relief that that Court may deem necessary, just and proper.

THOMPSON & HENRY, P.A.


Philip C. Thompson
P.O. Box 1740
Conway, S.C. 29526
S.C. Bar. No. 11062
Attorney for the Defendant

June 27, 2011

Conway, S.C.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

MAY 02 2014

SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

William E. Lawson, Special Referee

CASE NO. 2011-CP-26-4758

Monroe E. Cook and Lynn S. Cooke Appellants

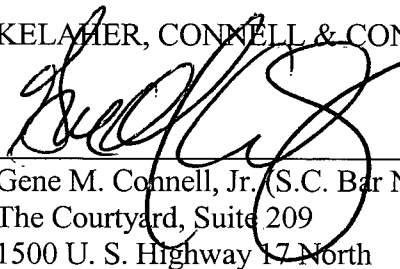
vs.

Nealy Lynn Taylor..... Respondent

CERTIFICATE OF COUNSEL

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

KELAMER, CONNELL & CONNOR, P.C.



Gene M. Connell, Jr. (S.C. Bar No. 1358)
The Courtyard, Suite 209
1500 U. S. Highway 17 North
Post Office Drawer 14547
Surfside Beach, South Carolina 29587-4547
(843) 238-5648 (phone)
(843) 238-5050 (facsimile)
gconnell@classactlaw.net
Attorneys for Appellants

April 11, 2014

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

William E. Lawson, Special Referee

CASE NO. 2011-CP-26-4758

Monroe E. Cook and Lynn S. Cooke Appellants

vs.

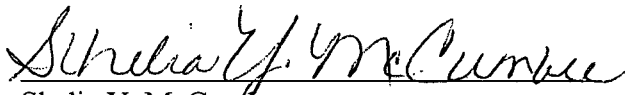
Nealy Lynn Taylor..... Respondent

PROOF OF SERVICE

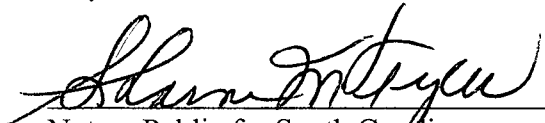
PERSONALLY appeared before me, Shelia Y. McCumbee, who being duly sworn, deposes and says that she is an employee of Kelaher, Connell & Connor, P.C., Attorneys at Law, and that she has served **Record on Appeal** on the Respondent, through her attorneys of record, by depositing a copy of same in the United States Mail, postage prepaid, to:

Phillip C. Thompson, Esq.
Thompson & Henry, P.A.
P. O. Box 1740
Conway, SC 29528

DATE OF MAILING: April 11, 2014


Shelia Y. McCumbee

SWORN AND SUBSCRIBED before me,
this 10th day of April, 2014.


Notary Public for South Carolina
My Commission Expires: 2-25-19

RECEIVED

APR 14 2014

SC Court of Appeals