

21470

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas
R. Lawton McIntosh, Circuit Court Judge

Case No.: 2011-CP-32-01010
Appellate Case No.: 2013-002056

Glenda Renee Couram

Appellant,

v

Mr. & Mrs. Christopher Hooker, Mr. & Mrs. Carl Riebold, Legal or Equitable Right, Title, state, Lien or interest in the Property Described in the Complaint Adverse to the Plaintiff's; Cox & Dinkins, Inc., Fair Builders/Developers, Inc., J. Donald "Don" Rawls & Steve Fair in their official and individual capacities, Carolina Water Svc., (CWS), Carolina Trace Utilities, Inc., & Utilities, Inc., Corporate Offices

Defendants,

Of whom Mr. & Mrs. Christopher Hooker, Mr. & Mrs. Carl Riebold, Cox & Dinkins, Inc., Fair Builders/Developers, Inc., J. Donald "Don" Rawls & Steve Fair in their official and individual capacities are

Respondents.

RECORD ON APPEAL
VOLUME 1

RECEIVED

SEP 11 2014

SC Court of Appeals

PRO SE APPELLANT

Glenda Couram, *pro se*
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Reibold and Mr. & Mrs. Christopher
Hooker*

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Lexington, SC 29073
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THE STATE OF SOUTH CAROLINA
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APPEAL FROM LEXINGTON COUNTY
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R. Lawton McIntosh, Circuit Court Judge

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Glenda Renee Couram

Appellant,

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Of whom Mr. & Mrs. Christopher Hooker, Mr. & Mrs. Carl Riebold, Cox & Dinkins, Inc., Fair Builders/Developers, Inc., J. Donald "Don" Rawls & Steve Fair in their official and individual capacities are

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Hooker*

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2010CP3205382

Glenda Renee Couram

Christopher Hooker

Carl Riehold

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Judge William P. Keesley

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☒ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☒ Other: CASE NEVER PROPERLY FILED
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:

☐ See attached order; (formal order to follow)

☒ Statement of Judgment by the Court:

No lawsuit was properly filed, therefore this action is dismissed.

SEE PRIOR DETAILED ORDER.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk:

SCANNED

FILED
 2012 FEB -1 00 46 30
 CLERK OF COURT
 LEXINGTON COUNTY
 SOUTH CAROLINA

ORIGINAL

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

William P. Hendrix
Circuit Court Judge

2050
Judge Code

1/31/2012
Date

N/A For Clerk of Court Office Use Only

2 FEB 2012

This judgment was entered on 1 and a copy mailed first class or placed in the appropriate attorney's box on 1 to attorneys of record or to parties (when appearing pro se) as follows:

Glenda Renee Couram 104 Macaw Lane Lexington, SC 29073

L.A. Smokey Brown Jr. Law Office of Smokey Brown, PC
P.O. Box 1545 Irmo, SC 29063

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg

Beth A. Carrigg - Clerk of Court

Court Reporter

FILED
2012 FEB -1 PM 4:31
CLERK OF COURT
LEXINGTON, SC

2012 FEB -1 PM 4:31

FILED

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

2010-CP-32-05382

GLEND A RENEE COURAM,)
Plaintiff,)
vs.)
MR. & MRS. CHRISTOPHER HOOKER,)
ET AL.,)
Defendants.)

ORDER

FILED
CLERK OF COURT
LEXINGTON, SC

FILED
MAR 11 PM 5:23

WPK
#1

The parties came before the court today during a term for non-jury motions hearings on what was listed as a motion by the plaintiff to be allowed to amend her Complaint. The plaintiff is acting in a self-represented capacity, and the status of this lawsuit is problematic because Ms. Couram apparently was allowed to "file" this case and proceed as though it were active, despite the fact that she had sought to proceed *in forma pauperis* and her application had been denied. The end result of the proceeding held today is that her motion to amend was unnecessary and that Ms. Couram may file her lawsuit using whichever version of the complaint she chooses, upon paying the filing fee. That filing will be the commencement of this action.

On December 17, 2010, Ms. Couram brought to the Clerk of Court's office a proposed Summons and Complaint, as well as a Certificate of Service. At the same time, she filed a document captioned as a "Motion and Affidavit to Proceed In Forma Pauperis." The document was properly forwarded by the Clerk's office to the undersigned judge as Chief Judge for Administrative Purposes for Common Pleas to

make a determination of whether the action could be filed without the payment of filing fees. The motion to proceed *in forma pauperis* had a case number and a stamp indicated that it had been clocked-in; but, there as a stamp over the clocked-in stamp which read "Clock In Error." That, again, is as it should be, because the case should not have been considered to have been filed until either the filing fee was paid or the court had approved filing *in forma pauperis*.

On January 26, 2011, the court denied the motion to proceed *in forma pauperis*, both on the form that was submitted and by a detailed order prepared by the court explaining the reason for the denial. The orders explain that the request cannot be granted because it was not accompanied by an affidavit, since the document was not notarized. The order recited Rule 3(b), SCRPC. It also cited *Ex Parte: Martin v. State*, 321 S.C. 533, 471 S.E.2d 134 (1995). While the court does not know if the exact issue has been decided, the court's belief is that the papers that the plaintiff had attempted to file without payment of the filing fee should have been returned to the plaintiff at that time and that no action was pending. ¹The court went on to explain in the orders drawn in January that there appear to be serious questions in this case about whether the plaintiff could be considered indigent, because the proposed Complaint alleges that she is a homeowner. So, the court indicated that any future attempt to file the proposed Complaint and waive the filing fee should be accompanied by more detailed financial information.

WAC
#2

¹ This is complicated by the fact that the plaintiff apparently was charged and paid for filing fees for motions that she continued to file, and the defendants were filing documents, too. In the court's view, those motions should not have been considered as valid, since there was not a pending action and the proposed Complaint did not fit within one of the specific types of cases discussed in *Ex Parte: Martin*.

Despite the fact that the court refused to allow the filing of the Complaint without payment of the filing fee, the case apparently was treated as an active case. An Answer and Counterclaim were filed on January 18, 2011. An Amended Answer and Counterclaim were filed on January 28, 2011, along with the Affidavit of Service. An Affidavit of Attempted Personal Service was filed on February 3, 2011, as was a separate Affidavit of Service. And, on February 17, 2011, another application was filed to proceed without prepayment of fees or costs. It contained more detailed financial information. But, that document, to the best of the court's recollection, was never shown to the court.

In the renewed application to proceed without payment of fees, the plaintiff recites that she is employed and that she has over \$2,000 in the bank. She does not list any real estate.

Wm
#3

The motion that was scheduled to be heard today was filed on January 14, 2011 (ten days before the court even issued a ruling on the request to file without payment of the filing fees). It is captioned as a "Motion to Amend First Complaint and Name Defendant." At the time it was brought to the Clerk of Court's office, Ms. Couram apparently was charged a \$25 motion fee, despite the fact that the action itself had not yet been formally filed.

When the hearing was called today, Ms. Couram appeared, as well as counsel for the defendants. The discussion went off in different directions that seemingly had nothing to do with the motion, and the court had great difficulty in trying to focus the discussion on things that were relevant and not moot. Ms. Couram stated that she actually wanted to file a second amended Complaint (though there is no first amended

complaint in the packet that was before the court today – she apparently has already submitted one). She was familiar with the rule that requires court approval for a second amendment and explained to the court that she had to file this motion (though her motion was filed on January 14 before any responsive pleading). There was a great deal of discussion about the denial of the request for proceeding *in forma pauperis*, and the court's failure to act upon the second, supplemental application. The court stated that it had never seen the subsequent information. Ms. Couram repeatedly said that she had been waiting on the court to decide her supplemental request, and the court's efforts to explain to her that it had not seen the request were apparently misconstrued as being a challenge to her actions. Ms. Couram stated early in that discussion that she was now able to the \$150 filing fee and intended to do so. She has received an income tax refund. For reasons unknown to the court, however, she kept coming back to a discussion about the petition to proceed *in forma pauperis* and the court's failure to rule on the supplemental request.

In an attempt to expedite the matter and get things on track, the court reviewed the application and quickly determined that it would not be able to approve it, had it been seen when it was filed in mid-February. Again, from the filings listed above, it is apparent that awaiting that decision had not stopped these parties from proceeding with the lawsuit as though it were active.

Since there was no lawsuit properly filed, the court was trying to explain that all Ms. Couram had to do was to take to the Clerk of Court's office the version of the Complaint that she desired to file, pay the filing fee, and start over. She did not need the approval of the court to amend any Complaint, because one had never been properly

filed. While the court tried repeatedly to explain to Ms. Couram that she was not being faulted for the hearing being scheduled unnecessarily and that she would be allowed to "amend" or present the version of the Complaint that she desired, she felt as though the court was faulting her. The court also was attempting to side with her on her payment of \$75 in filing fees on motions that were "filed" in a case that (in the court's understanding) did not exist.

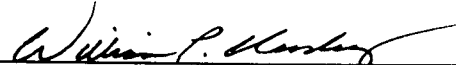
She also felt as though the opposing attorney was attempting to bully her. The court notes that it is not aware of what took place during a break when the court was attempting to allow the parties to talk to see if they could reach some agreements on these procedural issues. Nothing happened inside the courtroom that the court observed that could be interpreted as the attorney bullying the plaintiff.

#5 The end result of this hearing is that it was not necessary to hold it. In the course of the hearing, the issue of the supplemental application for permission to proceed *in forma pauperis* was raised and a ruling requested (despite the fact that the plaintiff had stated her intention and ability to pay the filing fee now). It is denied.

THEREFORE, IT IS ORDERED that the supplemental application to proceed *in forma pauperis* is denied.

IT IS FURTHER ORDERED that the motion to amend is unnecessary and/or moot. *BECAUSE OF THE UNSETTLED PROCEDURAL POSTURE OF THIS CASE, THE STATUS OF COUNTERCLAIMS IS NOT DECIDED BY THIS ORDER.* AND IT IS SO ORDERED.

March 11, 2011


William P. Keesley
Judge

COPY

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Glenda Reneee Couram,)

Plaintiff,)

VS.)

Mr. & Mrs. Christopher Hooker,)
Mr. and Mrs. Carl Reibold; All)
Persons Claiming any Legal or)
Equitable Right, Title, Estate, Lien)
Or interest in the Property Described)
In the Complaint Adverse to the)
Plaintiff's; Cox and Dinkins, Inc.,)
Fair Builders/Dev., Inc., Donald)
"Don" Rawls, and Steve Fair in their)
Individual capacities and Carolina)
Water Service (CWS))

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE 11TH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-32-1010

ORDER GRANTING DEFENDANTS' COX AND
DINKINS, INC. AND DONALD "DON" RAWLS
MOTION TO DISMISS

BETH A. CARRIGGS
CLERK OF COURT
LEXINGTON SC

2012 FEB - 1 P 4: 35

FILED

This matter came before the Court on September 14, 2011 for hearing on Defendants' Motion to Dismiss pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure and § 15-36-100(B) of the South Carolina Code of Laws, 1976. Plaintiff Glenda Renee Couram appeared *pro se* and Defendants Cox and Dinkins, Inc. and Donald "Don" Rawls were represented by R. Davis Howser. Defendants have moved to dismiss Plaintiff's Amended Complaint on the grounds that it fails to state facts sufficient to constitute a cause or causes of action against these Defendants since it purports to allege errors and delicts which have their basis in professional negligence or the breach of the standard of care of an engineering and surveying firm and surveyor but fails to incorporate a proper affidavit of an expert witness specifying any specific act or acts of negligence or breach of the standard of care against these Defendants as required by § 15-36-100(B) of the South Carolina Code of Laws, 1976.

In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the



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complaint. Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007). In deciding whether to grant the motion to dismiss, the court must consider whether the facts and inferences drawn from the facts alleged in the complaint, viewed in the light most favorable to the plaintiff, state any valid claim for the relief. Brazell v. Windsor, 384 S.C. 512, 515, 682 S.E.2d 824, 826 (2009). The trial court must presume all well pled facts to be true. Morrow Crane Co. v. T.R. Tucker Constr. Co., 296 S.C. 427, 429, 373 S.E.2d 701, 702 (Ct. App. 1988). “[P]leadings in a case should be construed liberally so that substantial justice is done between the parties. Further, a judgment on the pleadings is considered to be a drastic procedure by our courts.” Russell v. City of Columbia, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991) (citation omitted). The complaint should not be dismissed merely because the court doubts the plaintiff will prevail in the action. Doe, 373 S.C. at 395, 645 S.E.2d at 248.

The Amended Complaint states numerous causes of actions against numerous defendants. Many times the defendants are not enumerated individually; however, it appears the Plaintiff has brought the following causes of action against the defendants Cox and Dinkins, Inc. and Donald Rawls:

1. Trespass (Civil/Criminal)(*quare calusum frefit* to try title): The elements of trespass are (a) legal possession, (b) voluntary entry on the property of another by the defendants and (c) the entry was without the Plaintiff’s permission. The Plaintiff has not pled elements (b) and (c). In paragraphs 67 and 68 the Plaintiff states: “The Plaintiff believes the defendants trespassed and it is also the belief of the Plaintiff after discovery that this was done to redraw the property line to allow a “proposed” sewer system.” These do not constitute well-pled facts, but only beliefs which are not sufficient. On a 12(b)(6) motion, the court is required to presume all well-pled facts, not propositions of law to be true. See Morrow, 296 S.C. at 429, 373 S.E.2d at 702 (“The trial court...must presume all well pled facts to be true.”) “Appellants cannot transform an unsupported proposition of law into a statement of fact merely by stating that they are informed and believe it to be so.” HHHunt Corp. v. Town of Lexington, 389 S.C. 623, 635, 699 S.E.2d 699, 705 (Ct. App. 2010). The Defendants’ Cox

and Dinkins, Inc. and Donald Rawls Motion to Dismiss pursuant to Rule 12(b)(6), SCRCPP, is granted as to the trespass cause of action.

2. Civil Conspiracy: The elements of civil conspiracy are (a) a combination of two or more persons, (b) for the purpose of injuring the plaintiff, and (c) which causes damages. Plaintiff alleges in Paragraph 83 that "[t]he Plaintiff believes that the defendants named in the caption (except possibly Carolina Water Service) conspired to relieve the Plaintiff of her property..." This is the only paragraph in the Plaintiff's conspiracy allegations that the Court can discern includes Cox and Dinkins, Inc. and Donald Rawls. This does not constitute a well-pled fact but only a belief which is not sufficient. The Defendants' Cox and Dinkins, Inc. and Donald Rawls Motion to Dismiss pursuant to Rule 12(b)(6), SCRCPP, is granted as to the civil conspiracy cause of action.

3. Defamation Negligence/Malpractice: Paragraphs 86 through 92 contain allegations of the causes of action for defamation, negligence, and malpractice. Cox and Dinkins, Inc. and Donald Rawls are professional land surveyors. As such, a contemporaneous affidavit of an expert specifying an act or omission must be filed by the plaintiff. The plaintiff has failed to file an affidavit of an expert specifying negligent act or omission. Consequently, Defendants' Cox and Dinkins, Inc. and Donald Rawls Motion to Dismiss is granted pursuant to § 15-35-100, et. seq., South Carolina Code of Laws, 1976, as to the negligence and malpractice and defamation causes of action.

As to Defendants' Cox and Dinkins, Inc. and Donald Rawls, their Motion to Dismiss is granted as to Trespass and Civil Conspiracy for failure to state facts sufficient to constitute a cause of action. As to Defendants' Cox and Dinkins, Inc. and Donald Rawls Motion to Dismiss as to Defamation/Negligence/Malpractice, their Motion to Dismiss is granted pursuant to Rule 12(b)(6), SCRCPP, failure to state facts sufficient to constitute a cause of action and § 15-36-100 of the South Carolina Code of Laws, 1976.

IT IS THEREFORE ORDERED that Defendant's Motion to Dismiss be granted.

AND IT IS SO ORDERED.



R. Knox McMahon

Presiding Judge,

Eleventh Judicial Circuit

Lexington, South Carolina

January 31, 2012

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Glenda Renee Couram,)

Plaintiff,)

VS.)

Mr. & Mrs. Christopher Hooker,)
Mr. and Mrs. Carl Reibold; All)
Persons Claiming any Legal or)
Equitable Right, Title, Estate, Lien)
Or interest in the Property Described)
In the Complaint Adverse to the)
Plaintiff's; Cox and Dinkins, Inc.,)
Fair Builders/Dev., Inc., Donald)
"Don" Rawls, and Steve Fair in their)
Individual capacities and Carolina)
Water Service (CWS))

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE 11TH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-32-1010

ORDER

PPB

CLERK OF COURT
LEXINGTON, SC

APR 17 4 11 30

This matter came before the Court on April 11, 2012 for hearing on Plaintiff's Motion to Amend and Motion for Entry of Default as to Defendants Cox and Dinkins, Inc., and Donald "Don" Rawls. Plaintiff Glenda Renee Couram appeared *pro se* and Defendants Cox and Dinkins, Inc. and Donald "Don" Rawls were represented by R. Davis Howser.

Rule 15 of the South Carolina Rules of Civil Procedure states that leave to amend "shall be freely given when justice so requires and does not prejudice any other party." Rule 15(a), South Carolina Rules of Civil Procedure. In *Vernon v. Atlantic Coast Line R. Co.*, 218 S.C. 402, 63 S.E.2d 53 (1951), the court stated, "The court will, as a matter of course, allow any party to shape his own pleadings to suit himself, and, for this purpose, will permit him at any time before trial to amend his pleadings so as to present his own views on the question to be litigated, upon such terms as may be deemed equitable. There is no restriction on the power of the court to allow such amendments, even though their effect be to change

12

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entirely the whole cause of action, or the grounds of defense." Based on its understanding of the foregoing, this Court grants the Plaintiff's Motion to Amend the Complaint.

Plaintiff also moved the Court for an entry of Default Judgment as to the Defendants Cox and Dinkins, Inc., and Donald "Don" Rawls. Plaintiff's basis for so moving is that the Defendants Cox and Dinkins, Inc., and Donald "Don" Rawls failed to respond to Plaintiff's Second Amended Complaint. However, Plaintiff filed her Second Amended Complaint prior to being granted leave to amend from the Court. In addition to failing to properly file the Second Amended Complaint, Plaintiff failed to properly serve the Second Amended Complaint on the Defendants Cox and Dinkins, Inc., and Donald "Don" Rawls. For these reasons, Plaintiff's Motion for Default is denied.

IT IS THEREFORE ORDERED that Plaintiff's Motion to Amend is GRANTED.

IT IS FURTHER ORDERED that Plaintiff's Motion for Default is DENIED.

AND IT IS SO ORDERED.



R. Knox McMahon
Presiding Judge,
Eleventh Judicial Circuit

Lexington, South Carolina

April 13, 2012

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LEXINGTON SC

APR 17 AM 11:30

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 11TH JUDICIAL CIRCUIT
CASE NO. 2011-CP-32-01010

Glenda Renee Couram,

Plaintiff,

v.

Mr. and Mrs. Christopher Hooker, Mr.
& Mrs. Carl Reibold, All Persons
Claiming Any Legal or Equitable Right,
Title, Estate, Lien or Interest in the
Property Described in the Complaint
Adverse to the Plaintiff's, Cox and
Dinkins, Inc., Fair Builders/Dev, Inc., J.
Donald Rawls and Steve Fair in their
individual capacities, Carolina Water
Svc. (CWS), Carolina Trace Utilities,
Inc., & Utilities, Inc., Corp. Offices,

Defendants.

ORDER GRANTING COURT
APPOINTED SURVEY TO
DEFENDANTS MR. & MRS.
CHRISTOPHER HOOKER
AND MR. & MRS. CARL
REIBOLD

This matter came before this Court on April 11, 2012, pursuant to a motion for a court appointed survey filed by counsel for Defendants Mr. & Mrs. Christopher Hooker and Mr. & Mrs. Carl O. Reibold (hereafter referred to as the "Defendants"). The Defendants sought a court appointed survey pursuant to S.C. Code Ann §27-1-20 (Supp. 2010). Counsel for the Defendants filed the Motion September 12, 2011 and served the Plaintiff ("Ms. Couram") that same day, as evidenced by the Affidavit of Service filed with the Court on September 12, 2011. Ms. Couram filed her response to the Defendants Motion on September 28, 2011, and served counsel for the Defendants with her response, as evidenced by an Affidavit of Service filed with this Court.



Counsel for the Defendants, L.A. "Smokey" Brown, Jr., and Carl Reibold were present at the hearing. Ms. Couram, representing herself *pro se*, was also present at the hearing.

This Court reviewed the pleadings filed by the Defendants' counsel and Ms. Couram with regard to the Defendants' motion, reviewed evidence submitted by Ms. Couram and the Defendants' counsel, and listened to argument by the Defendants' counsel in favor of granting the survey and also by Ms. Couram against the granting of a survey. The evidence submitted by both parties included a subdivision survey of Wrenwood Subdivision prepared by Palmetto Engineering and Surveying Company, Inc., recorded with the Lexington County Register of Deeds Office on November 27, 1991 in Plat Book 247 at page 163, a survey of Ms. Couram's real property prepared by Drafts Surveying, Inc., recorded March 29, 1994 in Plat Book 268 at page 12 in the Office of the Lexington County Register of Deeds, and a boundary survey of Wrenwood Subdivision Phase V, including the lots on which the Defendants reside, prepared by Cox and Dinkins, Inc. and recorded November 12, 2004 in Plat Slide 793 at page 5 in the Office of the Lexington County Register of Deeds.,

During the hearing, Ms. Couram and counsel for the Defendants both agreed that each plat described above accurately portrayed the boundary line between Ms. Couram's real property and the Defendants' real property. Counsel for the Defendants argued the surveys reflect the correct boundary line between the parties, which should allow for the Defendants to construct a fence separating their properties from Ms. Couram's real property. However, Ms. Couram believes the fence will be constructed along an easement line marked on her survey (the Drafts survey).



The Defendants' pleadings further seek the grant of a boundary survey by this Court and also seek a declaratory judgment from this Court on the location of the boundary line between the parties' respective real properties.

Based upon the pleadings submitted by the parties to this Court, the evidence submitted at the hearing, and arguments made by the parties, this Court hereby rules as follows:

a) This Court authorizes the Defendants, at their own cost, to obtain a survey on the property boundaries between the Defendants and Ms. Couram;

b) The Defendants shall obtain a surveyor of their own choosing to conduct the boundary survey;

c) The surveyor shall have the authority to move about the borders between the Defendants and Ms. Couram's respective real properties to conduct the survey. The surveyor is authorized by this Court to go upon all real properties of the Defendants and Ms. Couram to accurately determine the boundary line between the parties;

d) If anyone, including the individual Defendants or Ms. Couram, interferes with the surveyor for any reason, the offending individual or party shall be subject to the contempt power of this Court;

e) This Court shall, upon notice given to the Court by counsel for the Defendants as to the date and time of the survey, have a Lexington County Sheriff's Deputy present at the survey to report any interference to this Court and also to allow the surveyor to peaceably conduct his/her survey without interference from any person;

f) The parties are prohibited from trespassing on the other's real property while the survey is being conducted;



g) Counsel for the Defendants shall give written notice of the date and time of the survey to Ms. Couram and this Court no later than ten (10) days before the survey.

Counsel's notice may be provided by e-mail, by facsimile, or by regular mail;

h) The surveyor obtained to conduct the survey shall receive limited immunity for the work he/she performs. Said immunity is limited to those causes of action in the pleadings filed by the Defendants and Ms. Couram, which include causes of action for intentional infliction of emotional distress, slander of title and defamation, nuisance, civil/criminal trespass, invasion of privacy, injury to real property, civil conspiracy—fraudulent concealment, and continuing nuisance; and

i) Upon completion of the survey, the surveyor shall submit the survey and his/her report to counsel for the Defendants, who will submit said documents to the Court and Ms. Couram. The parties, based upon these documents submitted by the surveyor, may make future motions.

IT IS SO ORDERED.



The Honorable R. Knox McMahon
Circuit Judge for the Eleventh Judicial Circuit

Lexington, South Carolina

Dated this 20th day of April 2012.

RECEIVED
APR 20 2012
CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT
LEXINGTON, SOUTH CAROLINA

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

Glenda Renee Couram

JUDGMENT IN A CIVIL CASE

CASE NO. 2011-CP-32-1010

Christopher Hooker, et al

ORIGINAL

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

BETH A. CARROGG
CLERK OF COURT
LEXINGTON, SCAttorney for : ☐ Plaintiff ☐ Defendant
or☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT:** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT:** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to the right to restore, confirm, vacate, or modify the arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow); ☒ Statement of Judgment by the Court: At a hearing held on October 29, 2012, the *Pro Se* Plaintiff voluntarily dismissed Defendant Trace Utilities, with prejudice. Plaintiff also voluntarily dismissed, with prejudice, the following causes of action against the remaining Utility Defendants (Carolina Water Service, Inc., and Utilities Inc.): slander of title, trespass, invasion of privacy, and damages for injury to real property. Additionally, the Court granted Defendant Carolina Water Service, Inc., and Utilities, Inc.'s Motion to Dismiss as to the intentional infliction of emotional distress and civil conspiracy causes of action. The Motion to Dismiss is granted with prejudice as to these causes of action. Therefore, the claim for adverse possession is the only cause of action remaining as to Carolina Water Service, Inc., and Utilities, Inc.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Stephen P. McDonald
Circuit Court Judge

2163
Judge Code

10/30/12
Date

For Clerk of Court Office Use Only

This judgment was entered on the 21st day of NOV, 2012, and a copy mailed first class or placed in the appropriate attorney's box on this 31 day of OCT, 2012, to attorneys of record or to parties (when appearing pro se) as follows:

C. G. AM

ATTORNEY(S) FOR THE PLAINTIFF(S)

BROWN CASKEY
HOLSKA GIRARD
FAIR

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

FILED
2012 OCT 31 P 12:27
BETH A. CAMPBELL
CLERK OF COURT
LEXINGTON, SC

ORIGINAL

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

Case No. 2011-CP-32-01010

Glenda Renee Couram,

Plaintiff,

vs.

Mr. and Mrs. Christopher Hooker, Mr. and
Mrs. Carl Reibold, All Persons Claiming
Any Legal or Equitable Right, Title, Estate,
Lien or Interest in the Property Described in
the Complaint Adverse to the Plaintiff's, Cox
and Dinkins, Inc., Fair Builders/Dev, Inc.,
Donald "Don" Rawls and Steve Fair in their
individual capacities, Carolina Water
Service, Inc. (CWS), Carolina Trace Utilities,
Inc. & Utilities, Inc., Corporate Offices
(CWS),

Defendants.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

2013 MAR -7 P 4:34

FILED

**ORDER GRANTING CAROLINA WATER SERVICE, INC.'S AND
UTILITIES INC.'S MOTION FOR SUMMARY JUDGMENT**

This matter came before the Court on the Motion of Carolina Water Service, Inc. ("CWS") and Utilities, Inc. (collectively "CWS Defendants") for summary judgment as to the claims of Glenda Renee Couram ("Plaintiff"). A hearing was held on the CWS Defendants' Motion on March 4, 2013. Mary M. Caskey, Esq. appeared for the CWS Defendants and Plaintiff appeared *pro se*.

In her Complaint, Plaintiff alleges that for over fifteen years, she has adversely possessed a parcel of land currently owned by CWS, the legal description of which is as follows:

All that certain piece, parcel or lot of land situate, lying and being near the Town of Red Bank in the County of Lexington, State of South Carolina, being shown and designated as "Well Site" on a Plat of Wrenwood Subdivision prepared for August Kohn Co., Inc., by Johnny T. Johnson & Assoc., dated November 8, 1982, revised August 26, 1983, and

recorded in the ROD Office for Lexington County, South Carolina on May 3, 1985, in Plat Book 200-G at page 887.

ALSO, a non-exclusive easement appurtenant to the "Well Site", for purposes of ingress and egress for constructing and maintaining a water well on the "Well Site." Said easement is 15 feet in width, as shown and delineated on the above described Plat recorded in Plat Book 200-G at page 887.

This being the same property conveyed to Carolina Water Services, Inc. by deed of August Kohn and Company, Incorporated, dated May 1, 1985, and recorded May 3, 1985, in Deed Book 725, Page 4.

TMS# 006628-05-02

(the "CWS Parcel").

Plaintiff's complaint asserted a variety of claims, but by this Court's order filed on October 31, 2012, Plaintiff's only remaining claim is a claim for adverse possession. The CWS Defendants do not object to the Court ordering that title of the CWS Parcel be vested in Plaintiff, and in fact, the CWS Defendants offered to give Plaintiff a quitclaim deed for the property she claims to have adversely possessed, as evidenced by the Offer of Judgment filed on June 4, 2012. However, Plaintiff rejected the offer of the deed and claimed she was entitled to damages related to her claim for adverse possession. The Court finds that Plaintiff has failed to prove that she is entitled to any damages from the CWS Defendants, including but not limited to the costs of court filings and mailings related to this action. Therefore,

IT IS ORDERED THAT title to the CWS Parcel shall be vested in Plaintiff, and that the CWS Defendants shall have no further right or interest in the CWS Parcel, including any rights pursuant to any easements concerning the CWS Parcel;

IT IS FURTHER ORDERED that the CWS Defendants' Motion for Summary Judgment is granted, and Plaintiff shall not be entitled to recover any sums or damages from the CWS Defendants;

IT IS FURTHER ORDERED that because all claims by Plaintiff against the CWS Defendants have been dismissed or adjudicated, that this matter shall be dismissed with prejudice as to the CWS Defendants;

AND IT IS SO ORDERED.



The Honorable Paul M. Burch
Presiding Judge

March 7, 2013

FILED

2013 MAR -7 P 4:34

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2011CP3201010

Glenda Renee Couram

Christopher Hooker
Carolina Water Service
Builders
Donald Rawls

Carl Reibold
Steve Fair
Cox And Dinkins Inc
Utilities Inc

2013 MAR 27 P

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Court

Attorney for: ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
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☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:

☐ See attached order; (formal order to follow)

☒ Statement of Judgment by the Court.

Plaintiff's Motion for Default Judgment denied. Answer has been filed.

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk:

MH

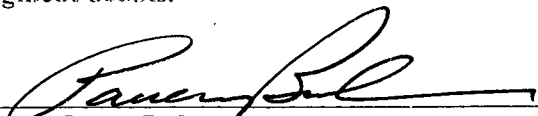
INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**


Circuit Court Judge

2048

Judge Code

3/7/2013
Date

For Clerk of Court Office Use Only

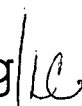
This judgment was entered on ____ day of March, 2013, and a copy mailed first class or placed in the appropriate attorney's box on ____ day of March, 2013, to attorneys of record or to parties (when appearing pro se) as follows:

L.A. 'Smokey' Brown Jr.
PO Box 1545 Irmo, SC 29063
R. Davis Howser
PO Box 12009 Columbia, SC 29211
Steve Fair
Fair Builders
153 Shirway Road Lexington, SC 29073
Mary McFarland Caskey
PO Box 11889 Columbia, SC 29211
Lawrence Foster Girard
PO Box 11889 Columbia, SC 29211

Glenda Renee Couram
104 Macaw Ln
Lexington, SC 29073

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg 

Beth A. Carrigg - Clerk of Court

Court Reporter

FILED
2013 MAR -7 P 4:35
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC
24

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2011CP3201010

FILED

Glenda Renee Couram

2013 JUL 12 A 8:21

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Mr. and Mrs.
Christopher Hooker, et
al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

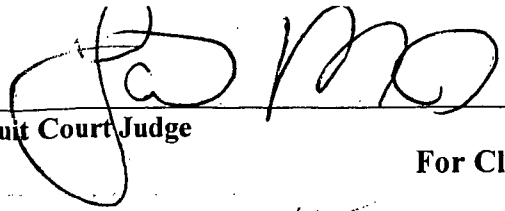
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Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

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Circuit Court Judge

2155

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on 11/7 and a copy mailed first class or placed in the appropriate attorney's box on 15 JULY 2013 to attorneys of record or to parties (when appearing pro se) as follows:

Glenda Renee Couram

ATTORNEY(S) FOR THE PLAINTIFF(S)

L.A. 'Smokey' Brown, Jr.
R. Davis Howser
Steve Fair/Fair Builders

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Beth Carrigg - Clerk of Court

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

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

Jury rendered a verdict in favor of both Defendants, Mr. Christopher Hooker and
Mr. Carl Reibold. Ms. Couram given 10 days to file any post-trial motions. No
formal order requested.



STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

Case No.: 2011-CP-32-01010

Glenda R. Couram,
Plaintiff,

v.

Mr. and Mrs. Christopher Hooker,
Mr. and Mrs. Carl Reibold,
et al.,
Defendants.

SETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

2013 JUL 12 A 8:21

FILED

VERDICT FORM

SCANNED

WITH

We, the jury, under case number **2011-CP-32-01010**, unanimously find:

I. As to Plaintiff's, Glenda R. Couram's, claim for trespass against Defendant, Mr. Christopher Hooker, we find:

a. _____ For Plaintiff in the amount of _____
\$(_____) actual damages.

NOTE: [If you find that Plaintiff is entitled to actual damages under either I(a), then you may consider whether to award Plaintiff punitive damages under I(b). You shall not award punitive damages without an award of actual damages].

b. _____ For Plaintiff in the amount of _____
\$(_____) punitive damages.

c. ☒ For Defendant.

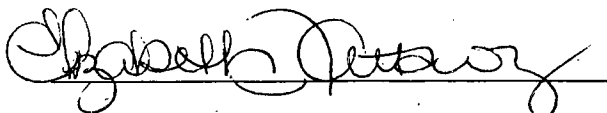
II. As to Plaintiff's, Glenda R. Couram's, claim for trespass against Defendant, Mr. Carl Reibold, we find:

a. _____ For Plaintiff in the amount of _____
\$(_____) actual damages.

NOTE: [If you find that Plaintiff is entitled to actual damages under either II(a), then you may consider whether to award Plaintiff punitive damages under II(b). You shall not award punitive damages without an award of actual damages].

b. _____ For Plaintiff in the amount of _____
\$(_____) punitive damages.

c. ☒ For Defendant.



ELIZABETH J. ATTAWAY, FOREPERSON

July _____, 2013

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011- CP-32-1010

ORIGINAL

Glenda Renee Couram

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.
Carl Reibold, et al. (Cox and Dinkins, Inc.
and

J. Donald "Don" Rawls

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

BEVERLY C. COLE
CLERK OF COURT
LEXINGTON, SC

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

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Circuit Court Judge

2155

Judge Code

Date

7/30/13

For Clerk of Court Office Use Only

This judgment was entered on the 21st day of AUG, 2013 and a copy mailed first class or placed in the appropriate attorney's box on this 6 day of AUG, 2013 to attorneys of record or to parties (when appearing pro se) as follows:

COUKAM

ATTORNEY(S) FOR THE PLAINTIFF(S)

COWLEY

BROWN
HOWSER

ATTORNEY(S) FOR THE DEFENDANT(S)

FAIR

FAIR BUILDERS

CLERK OF COURT

Court Reporter:

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

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

Plaintiff's Motion for Reconsideration, Set Aside Judgment and New Trial is denied without the necessity of oral arguments. No formal order is requested.

FILED
2013 AUG -2 A 11:38
BETH A. CAMPOS
CLERK OF COURT
LEXINGTON, SC

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

Glenda Renee Couram,

2011 MAR 11 P 3:02

CIVIL ACTION NO: 2010-CP-32-05382

Plaintiff,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON S

COMPLAINT TO SETTLE
PROPERTY/BOUNDARY DISPUTE
AND QUIET TITLE

vs.

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.)
Carl Reibold; All Persons Claiming any)
Legal or Equitable Right, Title, Estate, Lien)
or interest in the Property Described in the)
Complaint Adverse to the Plaintiff's; and)
Carolina Water Service)

Defendant(s)

2011CP3201010

DEMAND FOR JURY TRIAL

NOW COME, plaintiff, **as pro se**, complaining of the above-named defendant herein,
would respectfully allege(s) as follows

JURISDICTION AND VENUE

1. Upon information and belief, this Court has jurisdiction over the parties and subject matter involved in this controversy pursuant to South Carolina Code §36-2-802, 803; §15-67-210 through 260; Title 19 - §16-11-410 to 620 et.seq;
2. The Constitution of the State of South Carolina, (US Constitution) and the Court's plenary powers, etc.;
3. South Carolina Quiet Title Law § 12-61-10, et.seq.
4. And, other applicable laws.

PARTIES

5. The factual and jurisdictional allegations in paragraphs 1-4 are re-alleged and reincorporated as though fully set forth herein verbatim

6. The plaintiff is a citizen and resident of Lexington County residing at 104 Macaw Lane, Lexington, South Carolina, as a property owner, since 1994.

7. The defendants, Mr. and Mrs. Carl Reibold, reside in Lexington County, at 118 Toucan Way, Lexington, South Carolina 29073, and have been residents, to plaintiff's knowledge, since 2005/6.

8. The defendants, Sabrina and Christopher Hooker, reside in Lexington County, at 120 Toucan Way, Lexington, South Carolina 29073, and have been residents, to plaintiff's knowledge, since 2006;

9. The defendants, Carolina Water Services (Bob Gilroy – Quiet Title) conduct business at 110 Queen Parkway, West Columbia, South Carolina 29169. Plaintiff believes their parent company is located in Illinois. Plaintiff does not know how long they have been in business in Lexington County or South Carolina.

10. The plaintiff does not know the true names of defendants All Persons Unknown, Claiming any Legal or Equitable Right, Title, Estate, Lien, or Interest in the property described in the Complaint Adverse to plaintiff's Title or Any Cloud on Plaintiff's Title thereto and DOES 1-10, inclusive, and therefore sues them by fictitious names.

11. (Optionally, in addition to language in charging allegations that includes fictitiously named defendants; plaintiff is informed and believes and on that basis alleges that each of the DOE defendants claims, or may claim, some interest in plaintiff's real property described in this complaint). The names, capacities and relationships of DOES 1 through 10 will be alleged by amendment to this complaint when they are known.

FACTS/ BACKGROUND

12. The factual and jurisdictional allegations in paragraphs 1-11 are re-alleged and reincorporated as though fully set forth herein verbatim

13. The plaintiff obtained fee simple title of the real property located at 104 Macaw Lane, by a grant of deed from Steve Hendricks Builders in 1994; Subdivision Phase IV, on a plat prepared by Drafts Surveying, Inc., dated February 24, 1994; filed with the Clerk of Court or Register of Mesne Conveyances for said county book 2950, Page 69. Dated March 28, 1994, and recorded March 29, 1994:

Legal Description: Lot Number Thirty-one (31) if the Wrenwood Subdivision, Phase 4, has the following boundaries and measurements: Beginning at a point on Macaw Lane where the subject property adjoins Lot Number Thirty-two (32) of the Wrenwood Subdivision, Phase 4, then turning and running S-83-40-30-E along Lot Number Thirty-two (32) of the Wrenwood Subdivision, Phase 4, for a distance of 149.71 feet; then turning and running S-6-23-45-W along Lot Number Forty-five (45) and Forty-six (46) of the Wrenwood Subdivision, Phase 4, for a distance of 40.02 feet; then turning and running N-81-43-36-W along property now or formerly of Carolina Water Service for a distance of 30.00 feet; then turning and running S-6-17-47-W along property now or formerly of South Carolina Water Service for a distance of 35.0 feet; then turning and running N-81-42-01-W along property of the Wrenwood Association for a distance of 119.86 feet; then turning and running N-6-23-52-E along Macaw Lane, along which it fronts for a distance of 69.87 feet.

14. Initial survey done by Palmetto Engineering and Surveying Co., Inc., in November 25, 1991, recorded in Lexington County Plat Book 247 at Page 163; Surveyed by Drafts Surveying, Inc., dated March 23, 1993; "A True Copy" made for Court trial in January 1, 2008, shows in Deed Book 258 on Page 763; (Lot IV- Final Plat (Phase) of Wrenwood). As of February 2011, on ROD site Deed Book and Page 2950-059 - Plat 268-12). Original copy of Plat and Deed will be produced in Court as Exhibits).

15. The defendants, Mr. and Mrs. Reibold, to plaintiff's knowledge, are the owners of and in control of real property located at 118 Toucan Way, Lexington, SC 29073; (ROD Deed Book 10985-20 - Plat SL 793-5 - Final Phase V Lot B - filed by Cox and Dinkins - Surveyors).

16. The defendants, Sabrina Hooker (Christopher), to plaintiff's knowledge, is the owner of and in control of real property located at 120 Toucan Way, Lexington, SC 29073; (ROD Deed

Book 10602-87 – Plate SL-793-5 – Final Phase V Lot A – filed by Cox and Dinkins – Surveyors).

17. The above-properties according to the plat/survey done by Cox and Dinkins in 2004 appear to share the same property line), at least, the Hookers property. Plaintiff is not sure about the Reibolds' property their property line does not appear to connect to plaintiff's property line.

18. The defendants claim an interest/ownership or estate in plaintiff's above-described property, or a portion of it, by crossing over, disputing and denying that the true and correct boundary line between the properties of plaintiff and defendants Hooker (Reibold) runs as described on the plat and mortgage agreement.

19. The defendants' claims have no merit/validity, estate, title or interest in the above-described property of plaintiff's. There is not only the plaintiff's deed there is a legal description and surveys that disprove the defendants' illegal attempt to stake claim the plaintiff's property.

20. The plaintiff also has the law of adverse possession (10 plus years). Even if this court, for some unknown reason believed the claims of the defendants, the plaintiff has been in place since 1994.

21. The plaintiff has maintained and made improvements on the above-described property and the natural wooded border/privacy area since 1994, continuously for the last on or about eighteen (18) years - *SC Adverse Possession Laws (15-67-210, et seq.)*.

22. There has been an on-going attempt to take the property since 2004, and those efforts lead to December, 2010, when the defendants conspired and put those efforts into action by removal of the stakes/makers of Cox and Dinkins, bunching them up in a bundle and placing against a fence telling plaintiff they had a recent survey done and the stakes were placed there by the surveyor.

23. The defendants' have cut down/thinned out the natural border that has thrived for the last eighteen (18) that has been in the plaintiff's continuous since 1994, that shielded her and her property from the "park" and then from the defendants until December 6, 2010.

24. The defendants since destroying the natural wooded border now have a clear view of the plaintiff's back yard as well as the front.

25. The defendants' are illegally interfering with plaintiff's use of the disputed portion of her property they continuously trespass when plaintiff is not in residence and has left her in fear of coming home not knowing what she will have to deal with each day.

26. The plaintiff feels the defendants will continue to interfere with her enjoyment and peace of mind and will intensify their behavior unless and until enjoined/stopped and restrained by order of this Court or they force the plaintiff out of her home.

27. The defendants' behavior will cause grave and irreparable injury to the plaintiff in that she will be and is being deprived of the use of her property; deprived of the enjoyment of her home, joy of her accomplishment of being a property owner, pride in still being a property owner after completing bankruptcy and their actions has devalued the plaintiff's property while it is tied up in this Court.

28. The plaintiff has no adequate remedy at law for the threatened conduct and continued conduct of the defendants in that it would be impossible for plaintiff to determine the precise amount of damage plaintiff will suffer if the defendants' conduct is not restrained.

29. The problems the plaintiff is now dealing with started in 2004, when the "park" was sold due to the non-payment of taxes by the Wrenwood Association the purchaser of the "park" sold the land to developer Steve Fair Builders.

30. The plaintiff believes that Fair Builders were instrumental in forcing the plaintiff into filing bankruptcy in 2004. The mortgage company, Bank of America, at the time, refused to work with the plaintiff. When the plaintiff called the bank she was told by a representative of the Bank that she was no longer the owner of the property, it had been sold out from under her -- plaintiff was still making payments and had no idea of the actions of the Bank or Fair Builders. She had to tell the representative she was still the owner of the property and it has not been sold.

31. The plaintiff took Fair Builders to Court for property damage in or around 2005 -- Oak Grove Magistrate Court. She believes, Mr. Brown was the attorney for Fair Builders.

32. After the legal action closed on or about mid 2006, the plaintiff had to call the police on Reibold and Fair who stood watching the plaintiff as she worked in her yard - Reibold was the first one out watching her and soon thereafter, Fair of Steve Fair Builders showed up. They were present the entire time until the police showed up.

33. During this same time, 2004, Time Warner Cable trespassed and took possession of a portion of the plaintiff's property to install their utility equipment after plaintiff denied them access. A legal action against them was also filed in 2005, it ended in 2008. Now the utility equipment is installed in a portion of the natural wooded area.

34. In 2007, on or about, the plaintiff had to tell defendant Hooker that he was trespassing on her property. He was trespassing and cutting her grass.

35. Now in 2011, the plaintiff is **once again** in this Court defending this very same property and the natural wooded area from another threat involving the group residing on Toucan Way who purchased homes from Fair Builders.

TIMELINE

36. The factual and jurisdictional allegations in paragraphs 1-32 are re-alleged and reincorporated as though fully set forth herein verbatim.

37. On or about December 6th, 2010, when the plaintiff returned from work, she saw Reibold out cutting down trees, plants and shrubs from the natural wooded area, he claimed the area belonged to the defendants and then (Reibold) asked if he could come on the plaintiff's property to trim her shrubs, etc., the plaintiff told Reibold verbally he was not allowed on her property to do any type of work. The next morning, prior to going to work, she placed a letter in his door stressing they were not allowed on her property for any reason, etc. She also mailed a copy of the letter. (The plaintiff's property has been "posted" as no trespass and she put up a barrier to let the defendants know of her property line) that included the wooded area. (Pictures were taken).

38. On December 7th, 2010, Reibold met the plaintiff as she pulled in her drive way from work telling her she did not have to write and send a letter regarding what they discussed on December 6th, 2010. The plaintiff called the police after noting that more cutting of healthy plants had been done on her property. A report was made and pictures taken showing the healthy plants.

39. On December 8th, 2010, plaintiff arrived from work to see a black hose sticking up out of the ground frightening the plaintiff she did not know what was going. The plaintiff called the police who arrived with a civilian and reported the trespass and damage, Hooker came out acknowledging he did the damage and placed the hose. The officer wrote a police report, spoke to the defendant and told the plaintiff there was nothing they could do she would have to go to

court. After learning that Hooker dug the hole and placed the black hose plaintiff asked him to remove it and refill the hole his response was "there's the dirt." (Pictures taken)

40. On or about December 9th, 2010, plaintiff arrived from work went over to fill the hole and remove the black hose that was again sticking up; within seconds Hooker came out from behind the wooded privacy area and took pictures, plaintiff informed him verbally he was once again trespassing, he ignored her, she also told him she had called the police (same officer showed up within 10 minutes from December 8th, 2010). The officer stood out on plaintiff's property with the defendants and another man for 45 minutes talking after he spoke with her. When the plaintiff asked for a report, the officer refused, stating he may add to the one from the day before.

41. On December 17, 2010, as a result of the defendants' continuing trespassory conduct, as alleged in this complaint, and the police refusal to help, the plaintiff filed this legal action to protect plaintiff's property interests and rights. To have not filed this suit would have given the defendants' a license to take possession of the plaintiff's property legally if she did nothing.

42. As a result of defendants' conduct, as alleged in this complaint, the plaintiff has been deprived of the full use of her property since December 6th, to date. The second officer who came out told the plaintiff to ignore the defendants and their behavior until a court ruling. As the plaintiff suffers from anxiety and stress she is not able to just ignore someone invading her privacy and property and has since December 6th, 2010, remained away from her property until night fall. During this ordeal plaintiff was also suffering from other personal concerns and a blood clot in her left leg causing it to swell twice its size, shortness of breath, rapid heart rate/beat.

43. She was diagnosed on February 22, 2011.

44. The defendants have threatened, demonstrated in front of the police and asserted that they will continue to trespass, will continue to deprive the plaintiff of her exclusive right to possession of her property until she is forced to sell or leave due to their continued harassment, threats and interference.

45. The plaintiff is informed and believes, and on the basis of that information and belief alleges that unless restrained by this Court, the defendants will carry out their threat until they obtain possession of the plaintiff's property.

46. Such trespassory conduct by defendants will result in irreparable harm to plaintiff, they will not only deprive plaintiff of access to the land, but if left unrestrained, will result in the imposition of a sub-servient easement in favor of defendants across the land of the plaintiff, thereby posing a threat to plaintiff's good and marketable title to the property. The potential damages that could proximately result from defendants' continued trespass would be extremely difficult, if not impossible, to assess accurately.

47. The effect of defendants' conduct, as described in this complaint has placed limitations on the plaintiff's ingress to and egress from her property and interferes with the continued maintenance and care of her property, resulting in the complete exclusion of the plaintiff from the right side of her property; and, non-use of her property during day light hours.

QUIET TITLE – CAROLINA WATER SERVICE

48. The factual and jurisdictional allegations in paragraphs 1-47 are re-alleged and reincorporated as though fully set forth herein verbatim

49. The plaintiff also seeks **quiet title** to a small square area of property attached to her property that she has been maintaining along with the easement provided in 1993, on or about, to

allow Carolina Water Service (CWS) and easement of necessity to the landlocked area attached to the plaintiff's property.

50. The property used to house a well/pump/station providing water to the area. The housing was torn down and the pump removed/shaved down.

51. The necessity of the easement ended when CWS was replaced by Lexington County Water Commission and no longer provided water to Wrenwood. Proof of abandonment can be seen by the tearing down of the housing and cutting down of the well/pump/station and the fact that CWS no longer supply water to the subdivision or is in the area. However, the square that housed the well/pump/station is deeded to CWS in the Register of Deeds (ROD) in Lexington County - the land is attached to the right hand side of the plaintiff's property this landlocked area is what plaintiff is asking the court to quiet title - (CWS does not pay taxes on the land).

52. The plaintiff has maintained and improved the property including the landlocked area for almost eighteen (18) years. The legal description and deed will be provided to the court as an exhibit.

53. The plaintiff has offered for the property several times and was told CWS would deed or sell it to her but for some reason CWS never would contact plaintiff over the years to work out the details. So, due to the actions of the defendants of Toucan way coming after the property continuously; the plaintiff is asking this court for **quiet title** of the land/property as it has clearly been abandoned.

54. It is the plaintiff belief that this property that is attached to her land and deeded to CWS is what is motivating the defendants' illegal actions.

**FOR A FIRST CAUSE OF ACTION
NUISANCE
(Hooker and Reibold)**

55. The factual and jurisdictional allegations in paragraphs 1-54 are re-alleged and reincorporated as though fully set forth herein verbatim.

56. The defendants on Toucan Way have been a continuing nuisance which is defined as a nuisance that is intermittent or periodical. *Id.* It is described as one which occurs so often it is said to be continuing although it is not necessarily constant or unceasing. This has been happening since 2004 the only change has been the players. *Id. at 287, 543 S.E.2d at 567*

**FOR A SECOND CAUSE OF ACTION
INTENTIONAL TRESPASS WITH MALICE
(Hooker and Reibold)**

57. The factual and jurisdictional allegations in paragraphs 1-56 are re-alleged and reincorporated as though fully set forth herein verbatim.

58. The defendants' actions denied the plaintiff Due Process of law and Equal Protection and, therefore, violated her constitutional rights under both the United States' and the State of South Carolina's Constitution and as a direct and proximate consequence of these violations plaintiff has suffered damages.

59. The defendants' actions were intentional, done with negligence and maliciousness, as evidenced by the black hose planted by the defendants causing harm, even after being told verbally and in written form that they were trespassing and warned against causing damage they continued in complete disregard to the plaintiff's rights of ownership and right to exclude.

60. The defendants trespassed at will despite the fact that the plaintiff's property was posted and a clear notice of boundary was established.

61. The defendants trespass was calculated, they acted with full knowledge of their unlawful entry and with the full intent to invade the property of the plaintiff and to cause harm.

62. The defendants' actions effectively amounted to a taking of the plaintiff's property in violation of the laws of this land, as a result, she has been denied exclusive ownership and the right to exclude until after this court rules.

63. The defendants became intentional intruders/trespassers and cannot defend by saying the plaintiff did not have a valid legal right to the property. Once they intruded and refused to leave they breached the peace causing police involvement. The plaintiff does not have to show that the defendants intended to trespass but only that they intended to do whatever caused the trespass.

**FOR A THIRD CAUSE OF ACTION
THEFT/CONVERSION/DISTRUCTION OF PROPERTY
(Hooker and Reibold)**

64. The factual and jurisdictional allegations in paragraphs 1-63 are re-alleged and reincorporated as though fully set forth herein verbatim.

65. The defendants, the plaintiff believes, took/deprived the plaintiff's of her property because she denied access and in order to destroyed shrubs, trees and other vegetation that made up the natural wooded area they needed access so they took possession.

66. The defendants' destruction has made the natural wooded area a shell of its former self.

67. The defendants took away the plaintiff's right to her property to accomplish that destruction of the natural wooded area to meet their needs and goals in complete disregard of the plaintiff's rights and the law.

**FOR A FOURTH CAUSE OF ACTION
HARASSMENT
(Hooker and Reibold)**

68. The factual and jurisdictional allegations in paragraphs 1-67 are re-alleged and reincorporated as though fully set forth herein verbatim.

69. Upon information and belief, the above facts constitute a violation of plaintiff's civil rights under color of state laws as a proximate result of which the plaintiff has been injured and is entitled to recover damages as may be more fully proven at trial.

70. The plaintiff does not believe the illegal actions harassment of the defendants will end until they are forced to do so by this Court and she has no protection from the police and until this court rules she will live under the cloud of continued harassment never knowing when the defendants will strike again.

71. The plaintiff fears a few years from now, the defendants will attempt this same behavior in order to grab the property of the plaintiff and unless stopped and punished will impose the same reprehensible behavior on someone else.

**FOR A FIFTH CAUSE OF ACTION
CIVIL CONSPIRACY
(Hooker and Reibold)**

72. The factual and jurisdictional allegations in paragraphs 1-71 are re-alleged and reincorporated as though fully set forth herein verbatim.

73. The defendants has acted affirmatively, aggressively, positively and in concert to deprive the plaintiff of the essential elements of ownership that makes property valuable, including, but not necessarily limited to, unrestricted right to use the property as has been allowed to the neighboring land without interference as well as the right to enjoy the property and the right to determine who has access to her property and the right to refuse access to her property.

74. That the defendants acting together, in concert, and with others conspired to injure the plaintiff by committing unlawful acts and/or by committing lawful acts by unlawful means to accomplish and illegal purpose/goal.

75. That as a result of the defendants' conspiracy, working in concert, and the actions taken in furtherance of their illegal actions, plaintiff is experiencing a devaluing of her property, is in constant fear losing her property, having her title forever clouded and at this time the plaintiff's property is under siege until this court makes a decision.

Under South Carolina law "[a] civil conspiracy . . . consists of three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes him special damage." (Lee v. Chesterfield Gen. Hosp., Inc., 344 S.E.2d 379, 382 (S.C. Ct. App. 1986).

WHEREFORE, plaintiff demands/prays judgment against the defendants as follows:

- a. Defendants are required to set forth each and every claim they may assert to plaintiff above-described property.
- b. That this Court determines the true and correct location of the boundary line between the above described properties of the plaintiff and defendant's, et., al., based on the evidence of title and deed and property guidelines as evidenced.
- c. That this Court adjudged that the true and correct location of the boundary line between the above-described properties of plaintiff and defendants, et.al., be as alleged by plaintiff in this complaint, and that defendants be adjudged to have no right, title, estate, lien, or interest in or to the property of plaintiff, or any part of that property; and forever barred from the plaintiff's property.

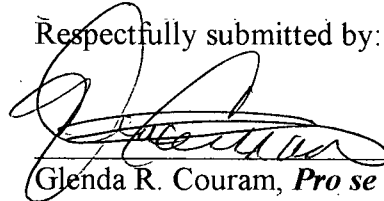
- d. That this Court adjudges that the plaintiff has actual legal as well as adverse property rights to the natural wooded area and the property surrounding the area exclusively.
- e. For a permanent injunction prohibiting named defendants, et. al., from interfering with plaintiff's, with plaintiff's use of the disputed portion of plaintiff's property which plat and deed clearly shows ownership by the plaintiff and survey performed Cox and Dinkins outside of the survey ordered by this court, if so ordered.
- f. For attorney fees, costs and future costs as appropriate incurred in this action (survey, etc.,) and that the Court require the defendants to put up fencing to discourage future behavior/interference as outlined in this complaint (which should not be difficult given the water and sewer easements, fire hydrant, etc., on the defendants' property - unassociated with the plaintiff).
- g. That the defendants are ordered to remove the swing set that is close to the natural wooded area and in their easement to avert their fears of twigs/branches falling and hitting whatever children who are out playing on the swing set.
- h. The plaintiff is granted compensation to restore or to attempt to restore the natural wooded area as it was prior to December 2010; (replacing the trees, vegetation and shrubs to rebuilt the natural border).
- i. That any and all attorney fees be paid by defendants "but for" their actions there would be no lawsuit.
- j. The plaintiff also sues for pain and suffering (if applicable), loss of work, humiliation/embarrassment; on-going abuse, loss of enjoyment of property; loss of enjoyment of life/harmony in her home and on her property consequential and/or actual damages and punitive

damages – to prevent the defendants from imposing this reprehensible behavior on someone else and be forever barred from displaying this behavior in the future and

k. For such other and further relief as this court may deem just and proper.

l. The plaintiff also request this Court grant **quiet title** to the CWS encroachment and property/land attached to the plaintiff's property to end the constant legal struggle she has endured since 2004.

Respectfully submitted by:



Glenda R. Couram, *Pro se*
104 Macaw Lane
Lexington, SC 29073
E-mail: grcouram@hotmail.com
(803) 896-7506 work

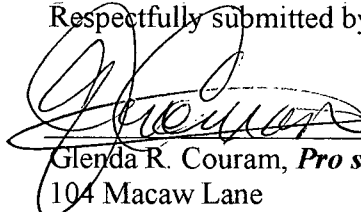
DATED this 11th day of March 2011
Lexington, South Carolina

DECLARATION

I, Glenda R. Couram, the Plaintiff, in the above-title action, I have read the foregoing and know the contents thereof. The same is true of my own knowledge, except as to those matters which are there in alleged on information and belief, and as those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed in Lexington, South Carolina.

Respectfully submitted by:



Glenda R. Couram, *Pro se*
104 Macaw Lane
Lexington, SC 29073
E-mail: grcouram@hotmail.com
(803) 896-7506 work

BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

2011 MAR 11 12:30:02

FILED

DATED this 11th day of March 2011
Lexington, South Carolina

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

FILED

Glenda Renee Couram,

CIVIL ACTION NO: 2010-CP-32-05382

Plaintiff, 2011 MAR 11 3:02

vs.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

CERTIFICATE OF SERVICE

Mr. & Mrs. Christopher Hooker, Mr. & Mrs)
Carl Reibold; All Persons Claiming any)
Legal or Equitable Right, Title, Estate, Lien)
or interest in the Property Described in the)
Complaint Adverse to the Plaintiff's; and)
Carolina Water Service)

Defendant(s)

DEMAND FOR JURY TRIAL

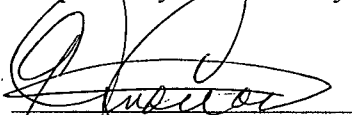
I, the undersigned, hereby certify that I have served a copy of the Plaintiff's Complaint on the three defendants listed below by personally depositing a copy to each in the U.S. Post Office with postage pre-paid at their last known address as listed below, this 11th day of March 2011.

Mr. and Mrs. Carl Reibold
118 Toucan Way
Lexington, SC 29073

Mr. and Mrs. Christopher Hooker
120 Toucan Way
Lexington, SC 29073

Carolina Water Service
Attn: Bob Gilroy
110 Queen Parkway
West Columbia, SC 29169

Respectfully submitted by:



Glenda R. Couram, *Pro se*

104 Macaw Lane

Lexington, SC 29073

Email: grcouram@hotmail.com

803 896-7506 (work)

DATED this 11th day of March
Lexington, South Carolina

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

Glenda Renee Couram,

2011 MAR 11 P 3:02

CIVIL ACTION NO: 2010-CP-32-05382

Plaintiff,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

vs.

SUMMONS

Mr. & Mrs. Christopher Hooker, Mr. & Mrs
Carl Reibold; All Persons Claiming any
Legal or Equitable Right, Title, Estate, Lien
or interest in the Property Described in the
Complaint Adverse to the Plaintiff's; and
Carolina Water Company

2011CP3201010

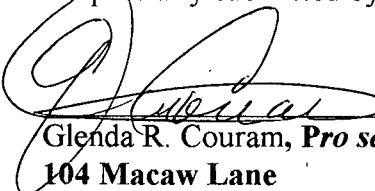
Defendant(s)

DEMAND FOR JURY TRIAL

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Amended Complaint upon the subscribers, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for relief demanded in the Complaint.

Respectfully submitted by:



Glenda R. Couram, *Pro se*

104 Macaw Lane

Lexington, SC 29073

E-mail: grcouram@hotmail.com

(803) 896-7506 work

DATED this 11th day of March
Lexington, South Carolina

49

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Glenda R Coram

Plaintiff,

Vs.

STEVE FAIR OR FAIR BUILDERS

Defendant

) IN THE COURT OF COMMON
) PLEAS THE 11TH JUDICIAL
) CIRCUIT

) CIVIL ACTION NO:
) 2011-CP-32-01010

)
) ANSWER
)
)

I deny all allegations. I have already been to court all of these allegations , and the jury found in my favor . The case was heard in the oak grove magistrate in 2005.

cc: Glenda r couram


July 7 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 11TH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-32-1010

Glenda Renee Couram,)
)
Plaintiff,)

VS.)

Mr. & Mrs. Christopher Hooker,)
Mr. and Mrs. Carl Reibold; All)
Persons Claiming any Legal or)
Equitable Right, Title, Estate, Lien)
Or interest in the Property Described)
In the Complaint Adverse to the)
Plaintiff's; Cox and Dinkins, Inc.,)
Fair Builders/Dev., Inc., Donald)
"Don" Rawls, and Steve Fair in their)
Individual capacities and Carolina)
Water Service (CWS),)
)
Defendants.)

COPY

ANSWER OF COX AND DINKINS, INC.
AND DONALD "DON" RAWLS

Subject to the Motion to Dismiss heretofore served and filed, the Defendants Cox and Dinkins, Inc. and Donald "Don" Rawls, answering the Amended Complaint herein, allege:

FOR A DEFENSE TO THE ALLEGATIONS RELATED
TO JURISDICTION AND VENUE AND TIMELINE:

1. That they deny each and every allegation of the Amended Complaint not hereinafter specifically admitted.
2. That they neither admit nor deny the allegations of paragraphs 1, 2, 3 and 4 of the Amended Complaint since those allegations call for a legal conclusion related to jurisdiction and venue.

3. That with respect to paragraph 5 of the Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 3 of this Answer as if those allegations were set forth in their entirety herein.

4. That with respect to paragraph 6 of the Amended Complaint, on information and belief they admit only that Plaintiff is a citizen and resident of Lexington County, South Carolina and resides at 104 Macaw Lane, Lexington, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Amended Complaint, and therefore, they deny those allegations.

5. That with respect to paragraph 7 of the Amended Complaint, on information and belief they admit only that Mr. and Mrs. Carl Reibold reside at 118 Toucan Way, Lexington, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Amended Complaint, and therefore, they deny those allegations.

6. That with respect to paragraph 8 of the Amended Complaint, on information and belief they admit only that Sabrina and Christopher Hooker reside at 120 Toucan Way, Lexington, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Amended Complaint, and therefore, they deny those allegations.

7. That with respect to paragraph 9 of the Amended Complaint, they admit only that Fair Builders, Inc. is a corporation organized and existing under the laws of the State of South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Amended Complaint, and therefore, they deny those allegations.

8. That they admit the allegations of paragraph 10 of the Amended Complaint.

9. That with respect to paragraph 11 of the Amended Complaint, they admit that Carolina Water Services has an office in Lexington County, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Amended Complaint, and therefore, they deny those allegations.

10. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraphs 12 and 13 of the Amended Complaint, and therefore, they deny those allegations.

11. That with respect to paragraph 14 of the Amended Complaint they reallege and incorporate by reference the allegations of paragraphs 1 through 10 of this Answer as if those allegations were set forth in their entirety herein.

12. That with respect to paragraphs 15 and 16 of the Amended Complaint, these Defendants crave reference to the real estate records on file in the Lexington County Courthouse as to exact state of plaintiff's title and derivation and to any plats recorded bearing on the subdivision referred; and that they lack sufficient knowledge and information to form a belief as to the remaining specific allegations of these paragraphs of the Amended Complaint, and therefore, they deny those allegations.

13. That they lack sufficient knowledge and information to form a belief as to the specific allegations of paragraphs 17 and 18 of the Amended Complaint, and therefore, they deny those allegations.

14. That with respect to paragraph 19 of the Amended Complaint, they admit that Cox and Dinkins prepared a plat based on a survey of a certain area in the Wrenwood

subdivision, but they crave reference to that plat for the metes and bounds and property lines shown, and they deny the remaining allegations of this paragraph of the Amended Complaint.

15. That they deny the allegations of paragraphs 20 and 21 of the Amended Complaint in so far as they might be construed to apply to "claims" of theirs since they claim no ownership interest in the Plaintiff's property.

16. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraphs 22 and 23 of the Amended Complaint, and therefore, they deny those allegations.

17. That they deny the allegations of paragraph 24, 25, 26, 27, 28, 29 and 30 of the Amended Complaint in so far as they may be construed to apply to these Defendants.

18. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraphs 31, 32, 33, 34, 35 and 36 of the Amended Complaint, and therefore, they deny those allegations of the Amended Complaint.

19. That with respect to paragraph 37 of the Amended Complaint, they admit only that the Plaintiff has instituted this legal action, but they deny the remaining allegations of this paragraph of the Amended Complaint.

20. That with respect to paragraph 38 of the Amended Complaint they reallege and incorporate by reference the allegations of paragraphs 1 through 19 of this Answer as if those allegations were set forth in their entirety herein.

21. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraphs 39, 40, 41 and 42 of the Amended Complaint, and therefore, they deny those allegations of the Amended Complaint.

22. That they deny the allegations of paragraph 43, 44, 45, 46, 47 and 48 of the Amended Complaint in so far as they may be construed to apply to these Defendants.

23. That with respect to paragraph 49 of the Amended Complaint, they admit only that on or about March 25, 2011, Plaintiff met with Donald Rawls of Cox and Dinkins where they discussed the survey and plat prepared by Cox and Dinkins based on that survey, but they deny the remaining allegations of this paragraph of the Amended Complaint.

FOR A FIRST DEFENSE TO THE FIRST CAUSE OF ACTION:

24. That they deny each and every allegation of the First Cause of Action of the Amended Complaint not hereinafter specifically admitted.

25. That with respect to paragraph 50 of the Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 23 of this Answer as if those allegations were set forth in their entirety herein.

26. That they deny the allegations of paragraphs 51 and 52 of the Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

27. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraph 53 of the Amended Complaint, and therefore, they deny those allegations of the Amended Complaint.

28. That they deny the allegations of paragraphs 54, 55, 56, 57, 58 and 59 of the Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

29. That they deny the remaining allegations of the First Cause of Action of the Amended Complaint.

FOR A FIRST DEFENSE TO THE SECOND CAUSE OF ACTION:

30. That they deny each and every allegation of the Second Cause of Action of the Amended Complaint not hereinafter specifically admitted.

31. That with respect to paragraph 60 of the Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 29 of this Answer as if those allegations were set forth in their entirety herein.

32. That they deny the allegations of paragraphs 61, 62, 63 and 64 of the Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

33. That they specifically deny the allegations of paragraph 65 of the Amended Complaint.

34. That they deny the allegations of paragraphs 66, 67, 68 and 69 of the Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

35. That they deny the remaining allegations of the Second Cause of Action of the Amended Complaint.

FOR A FIRST DEFENSE TO THE THIRD CAUSE OF ACTION:

36. That they deny each and every allegation of the Third Cause of Action of the Amended Complaint not hereinafter specifically admitted.

37. That with respect to paragraph 70 of the Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 35 of this Answer as if those allegations were set forth in their entirety herein.

38. That they deny the allegations of paragraphs 71, 72 and 73 of the Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

39. That they deny the remaining allegations of the Third Cause of Action of the Amended Complaint.

FOR A FIRST DEFENSE TO THE FOURTH CAUSE OF ACTION:

40. That they deny each and every allegation of the Fourth Cause of Action of the Amended Complaint not hereinafter specifically admitted.

41. That with respect to paragraph 74 of the Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 39 of this Answer as if those allegations were set forth in their entirety herein.

42. That they deny the allegations of paragraphs 75, 76 and 77 of the Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

43. That they deny the remaining allegations of the Fourth Cause of Action of the Amended Complaint.

FOR A FIRST DEFENSE TO THE FIFTH CAUSE OF ACTION:

44. That they deny each and every allegation of the Fifth Cause of Action of the Amended Complaint not hereinafter specifically admitted.

45. That with respect to paragraph 78 of the Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 43 of this Answer as if those allegations were set forth in their entirety herein.

46. That they deny the allegations of paragraphs 78, 79, and 80 and so much of paragraph 81 of the Amended Complaint as is not contained in the parenthesis that may be construed to apply to these Defendants; and as to that part of paragraph 81 that is in parenthesis, they neither admit nor deny that part of paragraph 81 since it calls for a legal conclusion.

47. That they deny the allegations of paragraphs 82, 83, 84 and 85 of the Amended Complaint as may be construed to apply to these Defendants.

48. That they deny the remaining allegations of the Fifth Cause of Action of the Amended Complaint.

FOR A FIRST DEFENSE TO THE SIXTH CAUSE OF ACTION:

49. That they deny each and every allegation of the Sixth Cause of Action of the Amended Complaint not hereinafter specifically admitted.

50. That with respect to paragraph 86 of the Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 83 of this Answer as if those allegations were set forth in their entirety herein.

51. That they deny the allegations of paragraphs 87, 88, 89, 90, 91 and 92 of the Amended Complaint.

52. That they deny the remaining allegations of the Sixth Cause of Action of the Amended Complaint as well as any other allegations of the Amended Complaint that may be construed to apply to these Defendants.

FOR A FIRST DEFENSE TO THE EIGHTH [sic] CAUSE OF ACTION:

53. That the Eighth Cause of Action of the Amended Complaint does not apply to these Defendants and therefore, no response is required to this cause of action; provided however, to the extent that any of the allegations of this cause of action, including paragraph 100, may be construed to apply to these Defendants, those allegations are denied.

FOR A SECOND DEFENSE:

54. That the Amended Complaint fails to state facts sufficient to constitute a cause or causes of action against these Defendants and furthermore alleges professional negligence and other acts against Cox and Dinkins and its employee Donald "Don" Rawls, an engineering and surveying firm, but fails to incorporate a proper affidavit of an expert witness specifying at least

one act of negligence on the part of these Defendants as required by §15-36-100 (B) of the South Carolina Code of Laws, 1976, as amended, and therefore, the action should be dismissed.

FOR A THIRD DEFENSE:

55. That the Amended Complaint fails to state facts sufficient to constitute (a) causes of action against these Defendants.

FOR A FOURTH DEFENSE:

56. That some or all of the claims of the Plaintiff asserted against these Defendants are barred by the applicable statute of limitations.

FOR A FIFTH DEFENSE:

57. That any damages sustained by the Plaintiff were due to and proximately caused by the intervening and superseding acts of a third party or parties for whom this Defendant is not responsible and over whom this Defendant exercised no control.

FOR A SIXTH DEFENSE:

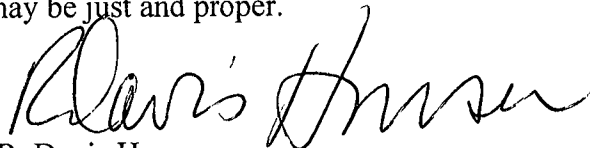
58. That any damages sustained by the Plaintiff as set forth in the Amended Complaint were due to and proximately caused by the negligence, recklessness, willfulness and wantonness of the Plaintiff which acts combined, concurred, and contributed with any negligence, recklessness, willfulness and wantonness on the part of these Defendants, which is specifically denied, and without which the same would not have occurred, and these Defendants plead the contributory negligence, recklessness and willfulness of the Plaintiff as a defense to this action; and these Defendants would ask that the Court compare the negligence of the Plaintiff with that of these Defendants, if any, and if it is determined that the Plaintiff's negligence was greater than the negligence of these Defendants, which negligence is specifically denied, then Plaintiff should be totally barred from recovery, and if it is determined that the Plaintiff's negligence is equal to or less

than the negligence of these Defendants, then the amount of recovery available to the Plaintiff should be reduced by the percentage of the Plaintiff's own negligence, recklessness, willfulness and wantonness.

FOR A SEVENTH DEFENSE:

59. That these Defendants did not publish with malice any false statement that was derogatory to the Plaintiff's title that caused any special damages as the result of diminished value of the property of the Plaintiff in the eyes of a third party, and therefore, Plaintiff cannot recover for alleged slander of title.

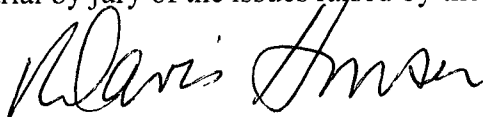
WHEREFORE, having fully answered the Amended Complaint herein, the Defendants Cox and Dinkins and Donald "Don" Rawls demand that the same be dismissed and that they have such other and further relief as may be just and proper.


R. Davis Howser
of HOWSER, NEWMAN & BESLEY, LLC
1508 Washington Street – P. O. Box 12009
Columbia, South Carolina 29211
(803) 758-6000

Attorneys for Defendants Cox and Dinkins and Donald "Don"
Rawls

July 12, 2011

These Defendants demand a trial by jury of the issues raised by the pleadings.


R. Davis Howser

CERTIFICATE OF TITLE

I, the undersigned employee of Howser, Newman & Besley, LLC, attorneys for Defendants Cox and Dinkins, Inc. and Donald "Don" Rawls, hereby certify that I have served copies of their Answer upon plaintiff by depositing copies in a United States Postal Service Mail Box by regular mail and by certified mail, at the address listed below, postage prepaid, this 12th day of July, 2011, and by email on this date:

Glenda R. Couram, pro se
104 Macaw Lane
Lexington, South Carolina 29073
grcouram@hotmail.com

Judith W. Harmon

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) FOR THE 11TH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-32-1010

Glenda Renee Couram,

Plaintiff,

VS.

DEFENDANT COX AND DINKINS, INC.
AND DONALD "DON" RAWLS
MOTION TO DISMISS

Mr. & Mrs. Christopher Hooker,
Mr. and Mrs. Carl Reibold; All
Persons Claiming any Legal or
Equitable Right, Title, Estate, Lien
Or interest in the Property Described
In the Complaint Adverse to the
Plaintiff's; Cox and Dinkins, Inc.,
Fair Builders/Dev., Inc., Donald
"Don" Rawls, and Steve Fair in their
Individual capacities and Carolina
Water Service (CWS),

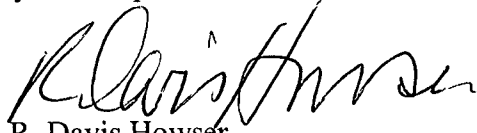
Defendants.

TO: GLENDA R. COURAM, PRO SE PLAINTIFF;

The Defendants Cox and Dinkins and Donald "Don" Rawls, reserving the right to answer fully the allegations of the Amended Complaint, will move before the Judge of the Court of Common Pleas for Lexington County, at 10:00 in the forenoon on the tenth (10th) day after service hereof at the Lexington County Courthouse, Lexington, South Carolina or at such other time and place as may be set by the Court for an Order dismissing the Amended Complaint as to these Defendants pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure and/or § 15-36-100 of the South Carolina Code of Laws as amended, on the grounds that the Amended Complaint fails to state facts sufficient to constitute a cause or causes of action against these Defendants since it purports to allege errors and delicts which have their basis in professional negligence or the breach of the standard of care of an engineering and surveying firm and surveyor but fails to incorporate a proper affidavit of an expert witness specifying any specific act

or acts of negligence or breach of the standard of care against these Defendants as required by §15-36-100 (B) of the South Carolina Code of Laws, 1976.

This motion will be based on the pleadings, rules of court, any applicable decisions and such other matter as may be acceptable to the court.



R. Davis Howser
of HOWSER, NEWMAN & BESLEY, L.L.C.
1508 Washington Street
Post Office Box 12009
Columbia, South Carolina 29211
(803) 758-6000

Attorneys for Defendants Cox and Dinkins and
Donald "Don" Rawls

July 12, 2011

CERTIFICATE OF SERVICE

I, the undersigned employee of Howser, Newman & Besley, LLC, attorneys for Defendants Cox and Dinkins, Inc. and Donald "Don" Rawls, hereby certify that I have served a copy of a MOTION TO DISMISS by depositing same in a United States Postal Service Mail Box directed to Plaintiff listed below, postage prepaid, by regular mail and by certified mail, this 12th day of July 2011, and by email on this date:

Glenda R. Couram, pro se
104 Macaw Lane
Lexington, South Carolina 29073
grcouram@hotmail.com

Judith W. Harmon

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

Glenda R. Couram,

Plaintiff,

vs.

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.
Carl Reibold; All Persons Claiming any
Legal or Equitable Right, Title, Estate, Lien
or interest in the Property Described in the
Complaint Adverse to the Plaintiff's; Cox
& Dinkins, Inc, Fair Builders/Developers,
J Donald Rawls and Steve Fair in their
official and individual capacities, Carolina
Water Service, Inc., (CWS), Carolina Trace
Utilities, Inc., & Utilities, Inc., Corporate
Offices (CWS)

Defendant(s)

2011 AUG 18 P 4: 54
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON

CIVIL ACTION NO: 2011-CP-32-01010

MOTION TO AMEND COMPLAINT
BOUNDARY DISPUTE, TRY TITLE
CONTINUOUS TRESPASS (CRIMINAL
CIVIL), ADVERSE POSSESSION
CONTINUING NUSIANCE, PROPERTY
SLANDER OF TITLE, RECKLESS
DISREGARD FOR TRUTH, INVASION
OF PRIVACY, FRAUDULENT
CONCEALMENT AND QUIET
TITLE

DEMAND FOR JURY TRIAL

NOW COME, plaintiff, *as pro se*, in this second amended complaint and memo of support
of the above-named Defendants herein would respectfully allege(s) as follows:

JURISDICTION AND VENUE

1. Plaintiff upon information and belief, believes this Court has jurisdiction over the parties and
subject matter involved in this controversy pursuant to South Carolina Code §36-2-802, 803; 15-67-
210 through 260; Title 19 - §16-11-410 to 620 et.seq; §15, Title Law; §16-7-150; Title 40 Chapter
22; § 15-67-10-770;
2. The Constitution of the State of South Carolina, (US Constitution) and the Court's plenary
powers, etc.; South Carolina Tort Laws; South Carolina Quiet Title Law § 12-61-10, et.seq., Adverse
Possession Laws § 15-67-210, et seq. 10 yrs. and Color of Title: 10 yrs;
3. And, other applicable laws.

PARTIES

4. The factual and jurisdictional allegations in paragraphs 1-3 are re-alleged and reincorporated as though fully set forth herein verbatim
5. The plaintiff is a citizen and resident of Lexington County residing at 104 Macaw Lane, Lexington, SC, property owner, since April 1994.
6. The defendants, Mr. and Mrs. Carl Reibold, reside in Lexington County, at 118 Toucan Way, Lexington, SC 29073, and have been residents, to plaintiff's knowledge, since 2005/6.
7. The defendants, Sabrina and Christopher Hooker, reside in Lexington County, at 120 Toucan Way, Lexington, SC 29073, to plaintiff's knowledge, since 2006;
8. The defendants, Steve Fair Builders/Developers, Inc., conducting business at 153 Shirway Rd, Lexington, SC, previous address 100 S. Wrenwood Dr., Lexington, SC 29073.
9. The defendants, Cox and Dinkins, conducting business at 724 Beltline Blvd., Columbia, SC 29205 and J Donald "Don" Rawls, Engineer #13517, Surveyor and an employee.
10. The defendants, Carolina Water Services (CWS) conducting business at 110 Queens Parkway, West Columbia, SC 29169. CWS is also known as Carolina Trace Utilities, Inc., conducting business at 5701 Westpark Drive # 101, Charlotte, NC 28217-3565.
11. Plaintiff believes CWS's parent company is Utilities Services of SC, Inc. ("Utility") or Utilities, Inc., Corporate Office, 2335 Sanders Rd, Northbrook, IL 60062.
12. The plaintiff does not know the true names of defendants All Persons Unknown, Claiming any Legal or Equitable Right, Title, Estate, Lien, or Interest in the property described in the Complaint Adverse to plaintiff's Title or Any Cloud on Plaintiff's Title thereto and DOES 1-10, inclusive, and therefore sues them by fictitious names. The names, capacities and relationships of DOES 1 through 10 will be alleged by amendment to this complaint when they are known.

FACTS/BACKGROUND/TIMELINE OF DISCOVERY

13. The factual and jurisdictional allegations in paragraphs 1-12 are re-alleged and reincorporated as though fully set forth herein verbatim.

14. The plaintiff obtained fee simple title of the real property located at 104 Macaw Lane, by a grant of deed from Steve Hendricks Builders in 1994; (Subdivision Final Phase IV), on a plat prepared by Drafts Surveying, Inc., for plaintiff at time of purchase.

15. The above-properties according to the survey done by Cox and Dinkins in 2004 appear share the same property/boundary line), at least, the Hookers' property, separated also by a natural wooded fence/buffer. Plaintiff says "appears" because the reason for this action is the defendants plans to redraw the existing property line.

16. On or about December 6, 2010, the plaintiff noticed the defendants out cutting down the natural fence she went over to find out why and to ensure they would not cut down the trees, etc., that affected her property (trees, shrubs) The natural fence has been in place since the plaintiff has owned the property, it was a buffer for the plaintiff's property and the "park" (plaintiff was told at time of purchase that the "park" would never be developed one reason why she purchased the house).

Reibold asked for permission to come onto the plaintiff's property to cut down shrubs and trees on her side of the natural buffer fence, he said he had work as a landscaper. The plaintiff denied access and sent and hand delivered a letter to Reibold to confirm the denial.

17. On this same day, Reibold told plaintiff that the defendants had had a recent survey done and showed her stakes bundled up against a fence according Reibold were the survey company placed them. The plaintiff also noticed that all of the stakes placed by Cox and Dinkins had been removed.

18. The following day, Reibold was waiting for plaintiff, walked across her property to meet her in her driveway to inform her that she did not have to send the letter confirming her denial of permission to enter her property, plaintiff noted that Mr. Reibold had cut down additional healthy branches, shrubs and trees, she called the police who told her it was a civil matter.

19. After filing this complaint in January 2011, the defendants continued to trespass and cut down the natural buffer on plaintiff's side of the boundary line. The thinning of the natural buffer fence has given the defendants a clear view of the plaintiff's back and front yard destroying her since of peace and tranquility; the thinning has cause branches to fall and death to some of the plants that had been healthy and thriving these last sixteen years and who knows how long before that. Birds have been killed in plaintiff's yard by cats, leaving the bodies for her to dispose of (they did this so that according to their attorney on March 11, 2011, so they could build a "soccer" field) which required the destruction of the natural fence and theft of 15 feet of the plaintiff's land.

20. The next day plaintiff once again had to call the police to ask for their help in keeping the defendants off her property, tried to show them her deed and plat they said it was a civil matter and refused "it's all Greek to him." She sent a letter to the owner of 120 Toucan Way, explaining the actions of her husband and asked that they not continue the trespass and damage to the natural fence or her property beyond the boundary they continued the trespass, theft and destruction.

21. When plaintiff asked the defendants to leave they refused, disturbing the peace and continued to deny her right to exclude and then told the plaintiff that property that she has owned for sixteen years was not hers. The final contact with the police upon plaintiff arrival from work the following day the hose was back in place, plaintiff went over to remove it and fill the hole. Within seconds the defendants crossed over and trespassed to take pictures and refused to leave. (Plaintiff was sick with her leg and the symptoms associated with a blood clot).

22. To assert their claim, while plaintiff was at work the defendants trespassed, dug up plaintiff's yard and placed a black hose leaving it sticking up out of the ground when plaintiff pulled in her driveway she saw the hose which caused her anxiety and fear because she did not know what was going on, she once again called the police to report the hose and once again the defendants trespassed within minutes after the arrival of the police to admit to the officer and plaintiff they trespassed dug up the ground and planted the hose apparently to let plaintiff know where her property

line was based on the 2004 survey. According to the survey her property line ends 15 feet away from the established property/boundary line.

23. Upon police arrival the defendants proceeded to verbally and publicly claim interest and ownership or estate of the 15 feet declaring thus to a third party and the neighborhood thereby negating plaintiff's legal title ownership and coloring the legal title.

24. The defendants' claims have no merit/validity, estate, title or interest in the above-described property of plaintiff's. There is not only the plaintiff's deed/plat, CWS deed there is a legal description and surveys of the subdivision that disprove the defendants' claims and actions of continued trespass and nuisance, etc., both criminal and civil and other causes.

25. Upon research plaintiff found the deed regarding non exclusive easement of necessity **between** plaintiff and CWS granted by common owner August Kohn and Company, Inc., so they could reach their landlocked parcel which housed a well site/pump for maintenance they paid five (5) dollars in consideration for the landlocked parcel housing the well station.

26. The defendants Cox and Dinkins apparently did not have the CWS deed or they choose to discount it or ignore its existence at the time they completed the 2004 survey/plat that has caused injury to the plaintiff. During this ordeal, plaintiff called Rawls the surveyor and tried to tell defendants what he said the defendant called her a liar in front of the police and continued his claims of ownership, trespass and damage.

27. After she was told this was a civil matter, to ignore the defendants and the defendants told her to sue them to preserve and get her land back plaintiff filed this legal action in January 2011; the plaintiff started the investigation of discovery into the defendants' actions beginning with the Lexington County Register of Deeds Office (ROD) who "educated" her on how to read a plat and survey and helped her pull up the Toucan Way survey. It was clear to all who looked at the plat that the 15 feet was the plaintiff's property. They also explained what the (o) and (n) symbolized on a plat/survey.

28. On March 25th, 2011, plaintiff requested a meeting with Rawls to find out if he used her survey/plat when he surveyed the Toucan Way property. He confirmed use of the plaintiff's plat/survey and the Wrenwood subdivision's plat/survey he did not mention the CWS deed.

29. After that meeting, plaintiff discovered why the defendants may have felt they had a claim to plaintiff's property even though they knowingly crossed the senior boundary line separating the properties to intentionally trespass and publicly claim ownership of her property thus defaming her and her title to the property.

30. Plaintiff asked Rawls about the rebar marked as (o) on his survey it became clear that Cox and Dinkins, Rawls, Fair crossed over the boundary line to search out and/or plant and record an undocumented rebar located 15/20 feet into plaintiff's property that was the easement of necessity "running with the land." Rawls showed and told the plaintiff that the ½ rebar did not exist until 2004, meaning that he was perfectly aware of the harm that could occur at sometime in the future causing harm to the plaintiff and damaging her title.

31. As the plaintiff had no injury or notice of injury until December 2010, there was nothing for her to discover; she was a non-entity to the November 11, 2004 filed final survey, she was not the developer who contracted with Cox and Dinkins, Inc., to survey the "park," nor can she claim third-party status or any interest in the development of the "park" until the actions of the defendants, she is just the adjacent homeowner who have been injured by this group.

32. Prior to December 2010, the defendants made no overt move to take plaintiff's land or destroy/damage the natural buffer. The only incident was in or around 2007, when Hooker mowed, at least plaintiff thinks it was him, over the property line staked by Cox and Dinkins and a log by plaintiff. Plaintiff informed him he was trespassing and nothing until December 2010.

33. Therefore, plaintiff had absolutely no reason to obtain the survey/plats of the defendants in anticipation that on December 6, 2010, she would be injured by the defendants' third party reliance on the approved and filed survey of November 11, 2004.

34. Plaintiff had no reason to believe or be aware that the surveyor and developer would conspire by trespassing and planting the rebar on her property. Neither Rawls nor his workers or anyone else had permission or a legitimate reason to be on the plaintiff's property, planting or searching for anything to meet their obligation to the developer.

35. Rawls told the plaintiff that he was aware the pipe did not belong but he legalized it anyway, in a legal document he had complete control over by his searching out the rebar and documenting it he exercised a complete disdain for the rights of the plaintiff, for his profession and the laws of this State. It appears based on the survey that the defendants intended to install a sewer in the 15 feet.

36. The plaintiff took Fair Builders to Court for property damage in or around 2005, damage of runoff that destroyed the back right corner of her property where the well housing had been – Fair via letter promised to replace the shrubs that was destroyed all he did was put up black tarp. Oak Grove Magistrate Court (she has a tape of the proceedings obtained from the Magistrate); during this same time, 2004, Time Warner Cable trespassed and took possession of a portion of the plaintiff's property to install their utility equipment after plaintiff denied them access. A legal action against them was also filed in 2005/6, it ended in 2008.

37. In 2007, on or about, the plaintiff had to tell defendant Hooker that he was trespassing on her property; he ceased crossing over the boundary line which was marked by plaintiff a long and Cox and Dinkins a stake; as stated above the defendants made no overt moves on the plaintiff's land.

38. As of December 2010, plaintiff's peace has once again been shattered or disturbed by someone involved in the 2004 development and the plaintiff is once again she is in this court as *pro se*, at a great disadvantage to learned judges and attorneys defending the defendants, the natural fence which was a buffer set for the peace and quiet of the plaintiff because of the "park" noise and verbal promise the "park" would never be developed.

39. The plaintiff has no adequate remedy at law for the threatened conduct and continued conduct of the defendants in that it would be impossible for plaintiff to determine the precise amount of damage plaintiff will suffer if the defendants' conduct is not restrained.

**FOR A FIRST CAUSE OF ACTION
MENTAL ANGUISH/IED
CARELESS DISREGARD FOR THE RIGHTS OF OTHERS**

40. The factual and jurisdictional allegations in paragraphs 1-39 are re-alleged and reincorporated as though fully set forth herein verbatim.

41. That the defendants intended to inflict emotional distress, or knew or should have known that emotional distress was the likely result of their conduct . . .

42. That the defendants' conduct was extreme and outrageous, beyond all possible bounds of decency, and utterly intolerable in a civilized community.

43. That the emotional distress suffered by the plaintiff is severe and of such a nature that no reasonable person could be expected to endure it.

44. It was clearly foreseeable that allowing a legal document that was in defendants, Rawls and Cox and Dinkins complete control to be used to publish false statements with complete knowledge would significantly devalue plaintiff's property in the eyes of third parties and her property rights and to allowing the publishing would be with malice and derogatory to the plaintiff's title upon reliance on its truth by a third party.

45. As result of the deliberate and outrageous behavior of the defendants, plaintiff has to remain away from her own house until after 8pm, out of fear of the actions of the defendants typically now getting on 4 or 5 hours sleep.

46. Plaintiff for appropriately five days had involvement with the police due to the behavior of the defendants more contact than she has had in her entire life and more contact than she needed to have as a public employee and as a black person in Lexington, South Carolina.

47. During that week of anguish plaintiff suffered from a undiagnosed blood clot in her left leg causing her to have severe anxiety attacks, for her leg to swell twice its size and tighten to the point of breaking the longer she remained standing, inability to walk from the car to the house without experiencing rapid heartbeat and hyperventilation; she is now on warfarin after the diagnoses in February 2010.

48. Plaintiff has owned her property for going on sixteen years and has always been able to return from work by 5pm each day, since the actions of the defendants' in December plaintiff was told by the police to "just ignore" the defendants in order to do that because of their disdain and disrespect of the rights of the plaintiff and the plaintiff herself she has stayed away from her own house until late in the evenings. As the police would not and could not help her keep the defendants off her land the only way was to stay away from her own home. (For example, when plaintiff asked Hooker to fill up the hole he dug for the hose his response was "theirs the dirt").

49. Plaintiff lived in privacy, peace without inference for twelve years, than the "park" was sold for taxes, since that day in 2004, her privacy and peace no longer exist and she is now accused of being a threat to children with whom she has never seen or met. Now, the plaintiff, lives in fear of losing her property due to lack of legal skill and knowledge, she lives in fear of the Jury's ruling; she fears the Judge, she fears her status as *pro se* and that her race (black) will play a major rule in the outcome of this matter (the defendants are all Caucasian) and the lies of the defense counsel and defendants.

**FOR A SECOND CAUSE OF ACTION
SLANDER OF TITLE AND DEFAMATION
(Try Title)**

50. The factual and jurisdictional allegations in paragraphs 1-49 are re-alleged and reincorporated as though fully set forth herein verbatim.

51. All of the defendants' actions have resulted in plaintiff's title and name being maligned by the defendants verbally, publicly and with a complete lack of care that their actions would cause the

plaintiff grave harm in a neighborhood she has resided in for almost sixteen years, they have placed her honesty, reputation and integrity into question in her neighborhood and with the police.

52. The defendants have interfered with plaintiff's property rights and interest due to the publication of the aspersion to her title and apparently as a result of the publication the third party defendants has decided to lay claim to her property in reckless or conscious disregard of the rights or safety of others as their own in complete disregard to the law.

53. Disparagement of title, it is clear that due to the type of work the defendants engage in that they could have reasonably foreseen that the false publication might determine the conduct of a third person buyer or lessee. The gravamen of the tort is the damage to the salability of the property."

**FOR A THIRD CAUSE OF ACTION
CONTINUING NUISANCE**

54. The factual and jurisdictional allegations in paragraphs 1-53 are re-alleged and reincorporated as though fully set forth herein verbatim.

55. The defendants have substantially, unreasonably, recklessly interfered with the plaintiff's use and enjoyment of her land possession, use and enjoyment of her property, the haphazard uncaring and complete lack of regard for the of the plaintiff has resulted in the ongoing harm plaintiff is facing today.

56. The plaintiff, the subdivision and those who gathered in the park had no issues of noise or interference that has changed for the plaintiff, she has lost the right to be comfortable in coming home after work, she has lost the right to go out into her yard to do yard work without question at anytime, her life has been since the development and 2010 has been in the control of the defendants.

57. The defendants has illegally cut down and thinned out the buffer that separated the plaintiff's property from the park as a result the noise level and interference with her privacy has grown significantly. The selling point in 1994, was the assurance that the park would never be developed, not only has the park been developed the buffer has been virtually destroyed as well.

58. The actions of all of the defendants has hurt, inconvenienced and caused damage to the plaintiff and her property, she can no longer enjoy her backyard as she once did.

59. Upon the latest public aggressive act of the defendants plaintiff looked into what was happening and learned that the survey the surveyor had complete and signed and had control over was the reason the defendants appear to believe they can dictate and control the plaintiff on her own property by coming on, destroying and going from as they please.

**FOR A FOURTH CAUSE OF ACTION
CONTINUING TRESPASS (CIVIL/CRIMINAL)
(boundary dispute)** *del. case*
LAND

60. The factual and jurisdictional allegations in paragraphs 1-59 are re-alleged and reincorporated as though fully set forth herein verbatim.

61. In violation of sections 16-11-510-755 of the South Carolina Code the defendants intruded upon the possessory interest and rights of the plaintiff.

62. The defendants interfered with the plaintiff's right to the "exclusive, peaceable possession of her property/land with their unauthorized entry onto her land in violation of SC Trespassing laws

63. The actions of the defendants were affirmative, the invasion was intentional, and the harm was a direct result of their invasion and continuous trespass.

64. The defendants interfered with plaintiff's lawful possession and ownership of real property, they entered upon the plaintiff's property and started a chain events the natural result of which is to cause an object and the unlawful entry onto plaintiff's property;

65. None of the defendants named in this action had the permission, authority or right to enter the property to do any type of planting or search.

66. In violation of section 16-11-520, the defendant's actions directly and foreseeably caused damage to plaintiff and plaintiff's property.

67. Plaintiff has lost free access to her home and property as a result of the defendants' invasion of her privacy by constantly being on alert, in her arrival, entrance, and exit from her home. Plaintiff

has no peace in her home, no sense of safety she once enjoyed due to the uncertainty of her status; prior to this discovery plaintiff returned to her home between the hours of 4:30 and 5:00; since December of 2010, she remains away until 8:00pm on most days of the week limiting her sleep and normal activities;

68. Since December 2010, due to the damage to the natural wooded buffer plaintiff enjoyed she no longer has a sense of privacy she enjoyed until this date (it seems that when she is outside the defendants show up within the hour, when she goes in for a while and return to her work outside the defendants show up). Prior to this date and destruction plaintiff never heard the defendants never saw the defendants.

69. The actions of the defendants' has damaged/endangered her health, their actions were/are offensive; obstructs her use of her property; the harm suffered was not reasonable; they were not consented to by the plaintiff; the defendants actions would offend and annoy any reasonable person and plaintiff is entitled to be compensated for all of the defendants unreasonable behavior.

**FOR A FIFTH CAUSE OF ACTION
INVASION OF PRIVACY**

70. The factual and jurisdictional allegations in paragraphs 1-69 are re-alleged and reincorporated as though fully set forth herein verbatim.

71. The defendants have unreasonably intruded upon plaintiff's solitude. The intrusion upon plaintiff's seclusion or solitude was intentional; the intrusion invaded her private affairs and would be highly objectionable to any reasonable person after almost 18 years of peace.

72. The actions of the defendants' have brought unreasonable publicity to plaintiff's private life and concerns. She has had more contact with the police since the development in 2004 than she has had in her entire life time the behavior is outrageous and will offend the public's sense of decency.

73. Due to the actions of the defendants in 2004, in 2010 plaintiff discovered the actions of the developer and surveyor which lead to the publication of a survey that unreasonably placed her and

her title in a false or even misleading light in front of the public, the police and in her community where she has lived since 1994, having to call the police to her property has damaged her reputation, honesty and integrity.

74. Upon information and belief, the above facts constitute a violation of plaintiff's civil rights under color of state laws as a proximate cause result of which the plaintiff has been injured and is entitled to recover damages of (\$50k) as may be more fully proven at trial or as determined by the court.

75. The plaintiff does not believe the illegal actions will end until the defendants' are forced to do so by this Court; she does not have the option to call the police any longer and she has no protection from the police and until this court rules she will live under the cloud of continued harassment never knowing when the defendants will strike again.

**FOR A SIXTH CAUSE OF ACTION
DAMAGES FOR INJURY TO REAL PROPERTY**

76. The factual and jurisdictional allegations in paragraphs 1-75 are re-alleged and reincorporated as though fully set forth herein verbatim.

77. As a direct result of the defendants actions and destruction of the natural fence the buffer will probably never be the same. It will take time to obtain the thickness of the fence and privacy the plaintiff once enjoyed.

78. The rehabilitation of the natural fence and its restoration will take time and the beauty and enjoyment will never be the same nor will the damage be easily cured and the natural grown and strength will ever be the same.

79. The defendants destruction of the natural fence has caused the birds to lose a natural habitat to have no were to go and they are being killed in the backyard of the plaintiff by cats and their remains left for the plaintiff to dispose of.

80. Their destruction to the natural fence in November/December has caused problems with birds, the killing of birds by cats with the remains being left for the plaintiff to find, etc.

**FOR A SEVENTH CAUSE OF ACTION
CIVIL CONSPIRACY
FRAUDULENT CONCEALMENT**

81. The factual and jurisdictional allegations in paragraphs 1-80 are re-alleged and reincorporated as though fully set forth herein verbatim.

82. That all of defendants acted as one knowingly or otherwise, affirmatively, aggressively, positively and in concert to deprive the plaintiff of the essential elements of ownership that makes property valuable, including, but not necessarily limited to, unrestricted right to use the property, as has been allowed to the neighboring land and defendants without interference as well as the right to enjoy the property and the right to determine who has access to her property and the right to refuse access to her property (exclude); the same rights that the defendant value and enjoy as homeowners.

83. That the defendants acting together, in concert, in 2004, conspired to injure the plaintiff by committing unlawful acts, trespass, etc., and/or by committing lawful acts by unlawful means to accomplish and illegal purpose/goal; causing plaintiff special damages.

84. That as a result of the defendants' conspiracy, working in concert, trespass and the actions taken in furtherance of their illegal actions, plaintiff is experiencing a devaluing of her property, is in constant fear of losing her property, having her title challenged/colored and at this time the plaintiff's property is under siege until this court makes a decision.¹

85. That the defendant's began their conspiracy and set in motion actions to convert take the property in 2004, something happened that caused them to abandon their plans to install a sewer based on survey recorded with Lexington County Register of Deeds Office (ROD). As a result of

¹ (Under South Carolina law "[a] civil conspiracy . . . consists of three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes him special damage." *Lee v. Chesterfield Gen. Hosp., Inc.*, 344 S.E.2d 379, 382 (S.C. Ct. App. 1986; *circumstantial evidence*)

those plans and publishing survey the third party defendants (Reibold and Hooker) begin in December 2010 to cut down the natural buffer and claim the 15 feet for a soccer field plaintiff but for those actions the plaintiff would never discovered the wrong done and or conspiracy by the developer, surveyor and engineer in 2004.

86. Cox and Dinkins and Mr. Rawls, their employees and Mr. Fair who has worked on several projects deliberately with intent trespassed onto the plaintiff's property to record on an undocumented rebar on a legal document they had exclusive control over but in a total lack of judgment as reasonable man signed and published the survey upon the approval of the owner in complete disregard of the rights of the plaintiff.

87. They also knew not to include rebar in there boundary calculations given further proof of their concealment of vital information. Plaintiff ~~believes that the survey company acted~~ per the instructions of the developer.

88. Special damages to clear the title and right the survey/plat of 2004, to reflect and be in harmony with all other plats prior to 2004, so to clear the plaintiff's plat of cloud, monies to ensure removal of the blemish that will continue to hinder/plague the plaintiff if not so ordered; and to be compensated for lost wages to research titles, etc.,.

89. Plaintiff has incurred expenses filing motions, purchasing supplies, copies, stamps, and other items to defend her property and rights; she has also incurred cost to pay others to mow her grass.

90. The actions of the defendants has defamed the plaintiff, they acted with restless disregard for the rights of the plaintiff and knowing that the plaintiff would have no reason to know of their behavior/fraudulent actions was covered on hidden until a challenge or injury occurred to plaintiff.

91. Due to the fact that the plaintiff was not part of the development, not part of the contract between the developer and Cox and Dinkins (Mr. Rawls), nor is she a third party - she was/is an adjoining/abutting property owner who was drawn into this matter to her detriment as a result of possible illegal/fraudulent actions of the defendants. They also acted knowing that the plaintiff even

after discovery at whatever future time would not be able to sue due to her not being part of the contract or reliance on the survey.

92. Plaintiff alleges and believes that the survey company Cox and Dinkins, Steve Fair, and Mr. Rawls was aware or should have been aware that the rebar was not present on the plat of the plaintiff 1991/4; nor was it on the plat of the subdivision at its initial development in 1981/6 and knew of the easement but failed to acknowledge it.

93. At all times the defendants had complete control over what they reported and made legal even if by illegal means.

94. Defendants failed to exercise due care and knowingly placed the plaintiff in a position where she has to defend her good title and ownership of her real property. As the plaintiff was not privy^t or part of the contract or third party she had no reason to see or rely on the survey until and unless an injury was done she could take no action. Up and until the defendants triggered a need to investigate what took place in 2004, she had no reason to discovery the wrong without provocation.

95. As experts in their field the defendants should have known or foreseen that their actions would cause damage to the plaintiff and failed to act with duty of care as required by their policy and procedures as well as the (LLR) State of South Carolina Rules and Standard of Care for Surveyors and Engineers.

96. The Defendants defamed the plaintiff when they publicly published to a third party that the Plaintiff was not the owner of the property they also failed to identify an easement that was recorded between the common owner, plaintiff and CWS.² The defendant cannot assert statute of limitations if they acted in a manner to conceal the information until the statute of limitations had passed.

² Where South Carolina, as the only state does not recognize *Res ipsa loquitur* on a failure by the professional to inform of the consequences of a procedure, or both. South Carolina is well known for recognizing circumstantial evidence.



**FOR A EIGHTH CAUSE OF ACTION
QUIET TITLE/ADVERSE POSSESSION
(CAROLINA WATER SERVICE)**

97. The factual and jurisdictional allegations in paragraphs 1-96 are re-alleged and reincorporated as though fully set forth herein verbatim.

98. In compliance with section 15-67-210, et. seq., plaintiff has had possession of all real property described herein for an uninterrupted period of ten plus years -- possession has been actual, open and notorious, hostile, continuous, and exclusive possession and has occupation since April of 1994.

99. Plaintiff can show that defendants abandoned the landlocked parcel that used to house their well/pump site. In or around 1996, CWS capped the pump and demolished the housing displaying by clear intent their abandonment of the parcel and need for the easement.

100. Also on two separate occasions, CWS employees promised to deed the property over to the plaintiff and each time they reneged in 2006. And, in January 2011, directly after telling the plaintiff that they would have the property signed over. Plaintiff has maintained the property without compensation since 1994.

102. Plaintiff has been in possession of the real property described by virtue of payment of taxes, adverse possession and a common owner between her property and the easement conveyed to CWS for egress and ingress in 1985.

WHEREFORE, plaintiff demands/prays judgment against the defendants as follows:

- a. Defendants are required to set forth each and every claim they may assert to or against plaintiff regarding above-described property to avoid future issues.
- b. That this Court rule and grant a favorable ruling to plaintiff in regards to the established senior boundary line and title that has been in place since 1981/1994 respectfully as evidenced and mirrored by the plat/deed of the Plaintiff, CWS and Wrenwood Subdivision.

- c. That this Court adjudge that defendants and all others have no right, title, estate, lien, or interest in or to the property of plaintiff or any part of that property; and forever are barred from the plaintiff's property via permanent injunctive and declaratory relief.
- d. That this Court adjudges that the plaintiff is granted actual fee simple legal title as well as adverse possession to the landlocked parcel and release plaintiff from the dominate and subservient easement of necessity as the necessity no longer exist as of 1991.
- e. That the Court order the defendants to restore the natural wooded fence buffer as it was prior to December 2010, (plaintiff has pictures), order permanent injunctive relief and find that the intent of the Homeowners Association and Kohn, Inc., who donated the "park," had provided a natural buffer to protect the plaintiff from noise from the "park" 1994 to November 2010 (adverse possession).
- f. That the Court order the defendants to remove the swing set that is close to the natural wooded buffer to avert defendants' fears of twigs/branches falling and hitting whatever children that may be on their property.
- g. That the Court order monetary damages to restore or to attempt to restore the natural wooded buffer fence and restore plaintiff's peace, privacy and constitutional rights as it relates to her property, enjoyment and ownership prior to December 2010.
- h. That the Court order any and all attorney fees, surveys be paid for by the defendants "but for" their actions there would be no lawsuit. They gave the plaintiff no other choice after discovery but to file this legal action they told her to sue them.
- i. That Plaintiff be awarded those damages to which it may appear she is entitled by the proof submitted in this Court for physical, mental pain and suffering, both past and future; permanent injury and/or disability, humiliation/embarrassment; on-going harassment/ abuse past and present; loss of enjoyment of property, loss of enjoyment of life/harmony/peace in her home and on her property consequential and/or actual, general and that the court assess punitive damages (so that the

defendants are punished for their reprehensible behavior and be forever barred from displaying this behavior in the future).

j. That this Court deny defendants request for contributory negligence on the part of the plaintiff, neither she nor her property was part of the contract between Fair Builders/Developers, Rawls, their employees or Gene Dinkins (engineer a noted on plat/survey), nor was she a third party relying on the plat/survey.

k. That the Court order plaintiff be awarded reasonable expenses incurred in this litigation, including reasonable legal and expert fees as/if submitted, pursuant to 42 U.S.C. §1988 (b) and (c);

l. That judgment is rendered in favor of the plaintiff and against the defendants on all causes of action asserted herein.

m. That the Plaintiff be granted monetary relief for special damages in order to clear her title, costs to remove the illegal rebar to accurately reflect all easements and boundaries as clearly noticed in the earlier plats, loss of time and days from work to research, investigate, meeting with Mr. Rawls, along with expenses to ascertain or discover why the defendants were claiming the property as their own; cost in the amount off fifteen thousand (\$15k) and any other monetary cost as the Court deem appropriate.

n. For judgment that plaintiff is the fee simple owner of all rights, title, and interest in and to the described real property discussed in this complaint, the appurtenant easement of necessity and the landlocked parcel that housed the well;

o. For judgment that defendants or any other have any right, title, estate, or interest in or lien on the described real property, herein.

p. That the Plaintiffs receive any other further and general relief to which it may appear she is entitled.

signature on next page

Respectfully submitted by:

A handwritten signature in black ink, appearing to read 'Glenda R. Couram', written over a horizontal line.

Glenda R. Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
grcouram@hotmail.com
(803) 896-7509

DATED this 18th, day of August 2011
Lexington County, South Carolina

DECLARATION

I, Glenda R. Couram, the Plaintiff, in the above-title action, I have read the foregoing and know the contents thereof. The same is true of my own knowledge, except as to those matters which are there in alleged on information and belief, and as those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed in Lexington, South Carolina.

Respectfully submitted by:



Glenda R. Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
grcouram@hotmail.com
(803) 896-7509

DATED this 18th day of August 2011
Lexington County, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

Glenda R. Couram,

Plaintiff,

vs.

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.)
Carl Reibold; All Persons Claiming a Legal)
Claiming a Legal or Equitable Right, Title,)
Title, Estate, Lien or interest in the Property)
Described in the Complaint Adverse to the)
Plaintiff's; Cox & Dinkins, Inc., Fair Builders/)
Developers, Inc., J Donald Rawls & Steve Fair)
in their official & individual capacities,)
Carolina Water Service, Inc., Carolina)
Trace Utilities, Inc., & Utilities, Inc., Corp.)
Offices (CWS))

Defendant(s)

2011 AUG 18
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

CIVIL ACTION NO: 2011-CP-32-01010

SUMMONS

DEMAND FOR JURY TRIAL

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Amended Complaint upon the subscribers, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for relief demanded in the Complaint.

Respectfully submitted by:



Glenda R. Couram, *pro se*

104 Macaw Lane

Lexington, SC 29073

E-mail: grcouram@hotmail.com

(803) 896-7506 work

DATED this 18th day of August
Lexington County, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

Glenda R. Couram,	)	CIVIL ACTION NO: 2011-CP-32-01010
Plaintiff,	)	
	)	REFILE
vs.	)	MOTION TO AMEND COMPLAINT
	)	BOUNDARY DISPUTE, TRY TITLE
	)	CONTINUOUS TRESPASS (CRIMINAL
	)	CIVIL), ADVERSE POSSESSION
	)	CONTINUING NUISANCE, PROPERTY
Mr. & Mrs. Christopher Hooker, Mr. & Mrs.	)	SLANDER OF TITLE, RECKLESS
Carl Reibold; All Persons Claiming any	)	DISREGARD FOR TRUTH, INVASION
Legal or Equitable Right, Title, Estate, Lien	)	OF PRIVACY, FRAUDULENT
or interest in the Property Described in the	)	CONCEALMENT AND QUIET
Complaint Adverse to the Plaintiff's; Cox	)	TITLE
& Dinkins, Inc, Fair Builders/Developers,	)	
J Donald Rawls and Steve Fair in their	)	
official and individual capacities, Carolina	)	
Water Service, Inc., (CWS), Carolina Trace	)	
Utilities, Inc., & Utilities, Inc., Corporate	)	
Offices (CWS)	)	
Defendant(s)	)	DEMAND FOR JURY TRIAL

NOW COME, plaintiff, as *pro se*, in this second amended complaint and memo of support of the above-named Defendants herein would respectfully allege(s) as follows:

JURISDICTION AND VENUE

1. Plaintiff upon information and belief, believes this Court has jurisdiction over the parties and subject matter involved in this controversy pursuant to South Carolina Code §36-2-802, 803; 15-67-210 through 260; Title 19 - §16-11-410 to 620 et.seq; §15, Title Law; §16-7-150; Title 40 Chapter 22; § 15-67-10-770;
2. The Constitution of the State of South Carolina, (US Constitution) and the Court's plenary powers, etc.; South Carolina Tort Laws; South Carolina Quiet Title Law § 12-61-10, et.seq., Adverse Possession Laws § 15-67-210, et seq. 10 yrs. and Color of Title: 10 yrs;
3. And, other applicable laws.

PARTIES

4. The factual and jurisdictional allegations in paragraphs 1-3 are re-alleged and reincorporated as though fully set forth herein verbatim
5. The plaintiff is a citizen and resident of Lexington County residing at 104 Macaw Lane, Lexington, SC, property owner, since April 1994.
6. The defendants, Mr. and Mrs. Carl Reibold, reside in Lexington County, at 118 Toucan Way, Lexington, SC 29073, and have been residents, to plaintiff's knowledge, since 2005/6.
7. The defendants, Sabrina and Christopher Hooker, reside in Lexington County, at 120 Toucan Way, Lexington, SC 29073, to plaintiff's knowledge, since 2006;
8. The defendants, Steve Fair Builders/Developers, Inc., conducting business at 153 Shirway Rd, Lexington, SC, previous address 100 S. Wrenwood Dr., Lexington, SC 29073.
9. The defendants, Cox and Dinkins, conducting business at 724 Beltline Blvd., Columbia, SC 29205 and J Donald "Don" Rawls, Engineer #13517, Surveyor and an employee.
10. The defendants, Carolina Water Services (CWS) conducting business at 110 Queens Parkway, West Columbia, SC 29169. CWS is also known as Carolina Trace Utilities, Inc., conducting business at 5701 Westpark Drive # 101, Charlotte, NC 28217-3565.
11. Plaintiff believes CWS's parent company is Utilities Services of SC, Inc. ("Utility") or Utilities, Inc., Corporate Office, 2335 Sanders Rd, Northbrook, IL 60062.
12. The plaintiff does not know the true names of defendants All Persons Unknown, Claiming any Legal or Equitable Right, Title, Estate, Lien, or Interest in the property described in the Complaint Adverse to plaintiff's Title or Any Cloud on Plaintiff's Title thereto and DOES 1-10, inclusive, and therefore sues them by fictitious names. The names, capacities and relationships of DOES 1 through 10 will be alleged by amendment to this complaint when they are known.

FACTS/BACKGROUND/TIMELINE OF DISCOVERY

13. The factual and jurisdictional allegations in paragraphs 1-12 are re-alleged and reincorporated as though fully set forth herein verbatim.

14. The plaintiff obtained fee simple title of the real property located at 104 Macaw Lane, by a grant of deed from Steve Hendricks Builders in 1994; (Subdivision Final Phase IV), on a plat prepared by Drafts Surveying, Inc., for plaintiff at time of purchase.

15. The above-properties according to the survey done by Cox and Dinkins in 2004 appear share the same property/boundary line), at least, the Hookers' property, separated also by a natural wooded fence/buffer. Plaintiff says "appears" because the reason for this action is the defendants plans to redraw the existing property line.

16. On or about December 6, 2010, the plaintiff noticed the defendants out cutting down the natural fence she went over to find out why and to ensure they would not cut down the trees, etc., that affected her property (trees, shrubs) The natural fence has been in place since the plaintiff has owned the property, it was a buffer for the plaintiff's property and the "park" (plaintiff was told at time of purchase that the "park" would never be developed one reason why she purchased the house).

Reibold asked for permission to come onto the plaintiff's property to cut down shrubs and trees on her side of the natural buffer fence, he said he had work as a landscaper. The plaintiff denied access and sent and hand delivered a letter to Reibold to confirm the denial.

17. On this same day, Reibold told plaintiff that the defendants had had a recent survey done and showed her stakes bundled up against a fence according Reibold were the survey company placed them. The plaintiff also noticed that all of the stakes placed by Cox and Dinkins had been removed.

18. The following day, Reibold was waiting for plaintiff, walked across her property to meet her in her driveway to inform her that she did not have to send the letter confirming her denial of

permission to enter her property, plaintiff noted that Mr. Reibold had cut down additional healthy branches, shrubs and trees, she called the police who told her it was a civil matter.

19. After filing this complaint in January 2011, the defendants continued to trespass and cut down the natural buffer on plaintiff's side of the boundary line. The thinning of the natural buffer fence has given the defendants a clear view of the plaintiff's back and front yard destroying her since of peace and tranquility; the thinning has cause branches to fall and death to some of the plants that had been healthy and thriving these last sixteen years and who knows how long before that. Birds have been killed in plaintiff's yard by cats, leaving the bodies for her to dispose of (they did this so that according to their attorney on March 11, 2011, so they could build a "soccer" field) which required the destruction of the natural fence and theft of 15 feet of the plaintiff's land.

20. The next day plaintiff once again had to call the police to ask for their help in keeping the defendants off her property, tried to show them her deed and plat they said it was a civil matter and refused "it's all Greek to him." She sent a letter to the owner of 120 Toucan Way, explaining the actions of her husband and asked that they not continue the trespass and damage to the natural fence or her property beyond the boundary they continued the trespass, theft and destruction.

21. When plaintiff asked the defendants to leave they refused, disturbing the peace and continued to deny her right to exclude and then told the plaintiff that property that she has owned for sixteen years was not hers. The final contact with the police upon plaintiff arrival from work the following day the hose was back in place, plaintiff went over to remove it and fill the hole. Within seconds the defendants crossed over and trespassed to take pictures and refused to leave. (Plaintiff was sick with her leg and the symptoms associated with a blood clot).

22. To assert their claim, while plaintiff was at work the defendants trespassed, dug up plaintiff's yard and placed a black hose leaving it sticking up out of the ground when plaintiff pulled in her driveway she saw the hose which caused her anxiety and fear because she did not know what was going on, she once again called the police to report the hose and once again the defendants

trespassed within minutes after the arrival of the police to admit to the officer and plaintiff they trespassed dug up the ground and planted the hose apparently to let plaintiff know where her property line was based on the 2004 survey. According to the survey her property line ends 15 feet away from the established property/boundary line.

23. Upon police arrival the defendants proceeded to verbally and publicly claim interest and ownership or estate of the 15 feet declaring thus to a third party and the neighborhood thereby negating plaintiff's legal title ownership and coloring the legal title.

24. The defendants' claims have no merit/validity, estate, title or interest in the above-described property of plaintiff's. There is not only the plaintiff's deed/plat, CWS deed there is a legal description and surveys of the subdivision that disprove the defendants' claims and actions of continued trespass and nuisance, etc., both criminal and civil and other causes.

25. Upon research plaintiff found the deed regarding non exclusive easement of necessity between plaintiff and CWS granted by common owner August Kohn and Company, Inc., so they could reach their landlocked parcel which housed a well site/pump for maintenance they paid five (5) dollars in consideration for the landlocked parcel housing the well station.

26. The defendants Cox and Dinkins apparently did not have the CWS deed or they choose to discount it or ignore its existence at the time they completed the 2004 survey/plat that has caused injury to the plaintiff. During this ordeal, plaintiff called Rawls the surveyor and tried to tell defendants what he said the defendant called her a liar in front of the police and continued his claims of ownership, trespass and damage.

27. After she was told this was a civil matter, to ignore the defendants and the defendants told her to sue them to preserve and get her land back plaintiff filed this legal action in January 2011; the plaintiff started the investigation of discovery into the defendants' actions beginning with the Lexington County Register of Deeds Office (ROD) who "educated" her on how to read a plat and survey and helped her pull up the Toucan Way survey. It was clear to all who looked at the plat that

the 15 feet was the plaintiff's property. They also explained what the (o) and (n) symbolized on a plat/survey.

28. On March 25th, 2011, plaintiff requested a meeting with Rawls to find out if he used her survey/plat when he surveyed the Toucan Way property. He confirmed use of the plaintiff's plat/survey and the Wrenwood subdivision's plat/survey he did not mention the CWS deed.

29. After that meeting, plaintiff discovered why the defendants may have felt they had a claim to plaintiff's property even though they knowingly crossed the senior boundary line separating the properties to intentionally trespass and publicly claim ownership of her property thus defaming her and her title to the property.

30. Plaintiff asked Rawls about the rebar marked as (o) on his survey it became clear that Cox and Dinkins, Rawls, Fair crossed over the boundary line to search out and/or plant and record an undocumented rebar located 15/20 feet into plaintiff's property that was the easement of necessity "running with the land." Rawls showed and told the plaintiff that the ½ rebar did not exist until 2004, meaning that he was perfectly aware of the harm that could occur at sometime in the future causing harm to the plaintiff and damaging her title.

31. As the plaintiff had no injury or notice of injury until December 2010, there was nothing for her to discover; she was a non-entity to the November 11, 2004 filed final survey, she was not the developer who contracted with Cox and Dinkins, Inc., to survey the "park," nor can she claim third-party status or any interest in the development of the "park" until the actions of the defendants, she is just the adjacent homeowner who have been injured by this group.

32. Prior to December 2010, the defendants made no overt move to take plaintiff's land or destroy/damage the natural buffer. The only incident was in or around 2007, when Hooker mowed, at least plaintiff thinks it was him, over the property line staked by Cox and Dinkins and a log by plaintiff. Plaintiff informed him he was trespassing and nothing until December 2010.

33. Therefore, plaintiff had absolutely no reason to obtain the survey/plats of the defendants in anticipation that on December 6, 2010, she would be injured by the defendants' third party reliance on the approved and filed survey of November 11, 2004.

34. Plaintiff had no reason to believe or be aware that the surveyor and developer would conspire by trespassing and planting the rebar on her property. Neither Rawls nor his workers or anyone else had permission or a legitimate reason to be on the plaintiff's property, planting or searching for anything to meet their obligation to the developer.

35. Rawls told the plaintiff that he was aware the pipe did not belong but he legalized it anyway, in a legal document he had complete control over by his searching out the rebar and documenting it he exercised a complete disdain for the rights of the plaintiff, for his profession and the laws of this State. It appears based on the survey that the defendants intended to install a sewer in the 15 feet.

36. The plaintiff took Fair Builders to Court for property damage in or around 2005, damage of runoff that destroyed the back right corner of her property where the well housing had been – Fair via letter promised to replace the shrubs that was destroyed all he did was put up black tarp. Oak Grove Magistrate Court (she has a tape of the proceedings obtained from the Magistrate); during this same time, 2004, Time Warner Cable trespassed and took possession of a portion of the plaintiff's property to install their utility equipment after plaintiff denied them access. A legal action against them was also filed in 2005/6, it ended in 2008.

37. In 2007, on or about, the plaintiff had to tell defendant Hooker that he was trespassing on her property; he ceased crossing over the boundary line which was marked by plaintiff a long and Cox and Dinkins a stake; as stated above the defendants made no overt moves on the plaintiff's land.

38. As of December 2010, plaintiff's peace has once again been shattered or disturbed by someone involved in the 2004 development and the plaintiff is once again she is in this court as *pro se*, at a great disadvantage to learned judges and attorneys defending the defendants, the natural fence

which was a buffer set for the peace and quiet of the plaintiff because of the “park” noise and verbal promise the “park” would never be developed.

39. The plaintiff has no adequate remedy at law for the threatened conduct and continued conduct of the defendants in that it would be impossible for plaintiff to determine the precise amount of damage plaintiff will suffer if the defendants’ conduct is not restrained.

**FOR A FIRST CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
CARELESS DISREGARD FOR THE RIGHTS OF OTHERS
(Fair, Rawls, Cox and Dinkins, Reibold, Hooker
(ALL DEFENDANTS))**

40. The factual and jurisdictional allegations in paragraphs 1-39 are re-alleged and reincorporated as though fully set forth herein verbatim.

41. That the defendants intended to inflict emotional distress, or knew or should have known that emotional distress was the likely result of their conduct/actions . . .

42. That the defendants’ conduct was extreme and outrageous, beyond all possible bounds of decency, and utterly intolerable in a civilized community.¹ (Attachment)

43. That the emotional distress suffered by the plaintiff is severe and of such a nature that no reasonable person could be expected to endure it.

44. It was clearly foreseeable that by recording and/or allowing illegal use of a legal document that was in defendants, Rawls and Cox and Dinkins complete control to publish false statements and facts would cause harm to the plaintiff.² The “Neighbors” apparently relied on that document to terrorize the plaintiff.

¹ Fair and Cox in Dinkins, as reported on the “Neighbor” attorney’s request for Production and Interrogatory report they begin surveying the plaintiff’s property and the park two months after plaintiff purchased the property in April 1994. The first prepared survey, not filed, was done in June 1994 with another not filed in October 2004 around the time plaintiff filed bankruptcy or shortly thereafter.

² Adjoining landowner who was not party to the contract with Fair or Cox and Dinkins – an innocent bystander who was in their way.

45. It was foreseeable that a third party reviewing the plat they (the surveyor) legalized after the recording would use it giving the third party an excuse to steal property from an adjoining home owner who was not a party to any contract thereby causing the homeowner distress and mental anguish. Plaintiff had to contact the police, she was verbally abused and suffered emotional abuse.

46. As result of Rawls, and Cox and Dinkins careless disregard of civil and state constitutional rights of the plaintiff, their deliberate and outrageous behavior, the plaintiff have to be constantly aware of the "Neighbors" no longer feeling safe or free to come and go. ³ By their actions, the defendants felt justified in their behavior.

47. Plaintiff has suffered embarrassment and humiliation. ⁴

48. Plaintiff anxiety attacks - As a result of her not being able to return home she was on her feet continuously with a blood clot in her left leg. She was unable to walk from the car to the house without experiencing rapid heartbeat and hyperventilation symptoms from a blood clot.

49. The plaintiff, lives in fear of losing her property due to lack of legal skill and knowledge, she lives in fear of the Jury's ruling; she fears the Judge, she fears her status as *pro se* and that her race (black) will play a major rule in the outcome of this matter (the defendants are all Caucasian) .

**FOR A SECOND CAUSE OF ACTION
SLANDER OF TITLE AND DEFAMATION
(Try Title) -- (ALL DEFENDANTS)**

50. The factual and jurisdictional allegations in paragraphs 1-48 are re-alleged and reincorporated as though fully set forth herein verbatim.

51. All of the defendants' actions have resulted in defamation and slander of title plaintiff's.

Each of the defendants has shown a complete lack of care that their actions would cause the plaintiff

³ Beginning in November 2010 after calling the police several times she was told to "ignore the "Neighbors"" to do that plaintiff remained away from home -- plaintiff after realizing and in compliance remained at Walmart until dark and then learning of the library hours remained there until after dark to avoid running into the defendants. As the police would not or could not help the plaintiff remained away from home. One incident with police presence, the plaintiff asked Hooker to fill the hole he dug his response "there's the dirt".

⁴ More contact she has had with the police in her entire life until December 2010. Plaintiff is a public employee and as a black person in Lexington, South Carolina, contact with the police is not doubly humiliating.

past and future harm in her neighborhood (she has resided in for almost eighteen years) they have placed her honesty, reputation and integrity into question with the neighborhood and with the police.⁵

52. The defendants interfered with plaintiff's property rights and interest by publication, with malice, false statement, that is derogatory to the plaintiff's title causing special damages as a result of diminished value of the property in the eyes of a third party as a result of the recording and or publication of the survey/plat the third party defendants ("Neighbors") has, decided to lay claim to her property in reckless or conscious disregard of her rights and in complete disregard of the law.

53. Disparagement of title, it is clear that due to the type of work the defendants (Cox and Dinkins and Rawls) specialize in they could have reasonably foreseen that the false publication of the rebar, etc., would encourage the wrong conduct of a third party buyer or lessee.⁶

**FOR A THIRD CAUSE OF ACTION
CONTINUING NUISANCE
(Defendants Riebold and Hooker)**

54. The factual and jurisdictional allegations in paragraphs 1-53 are re-alleged and reincorporated as though fully set forth herein verbatim.

55. The defendants have substantially, unreasonably, recklessly interfered with the plaintiff's use and enjoyment of her land possession, use and enjoyment of her property, the haphazard uncaring and complete lack of regard for the of the plaintiff has resulted in the ongoing harm plaintiff is facing today.

56. The plaintiff, the subdivision and those who gathered in the park had no issues of noise or interference -- that has changed for the plaintiff since 2004; she has lost the right to be comfortable in coming home after work, she has lost the right to go out into her yard to do yard work without

⁵ "[T]o maintain a claim for slander of title, the plaintiff must establish (1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value of the property in the eyes of third parties." Huff v. Jennings, 319 S.C. 142, 149, 459 S.E.2d 886, 891 (Ct. App. 1995).

⁶ The defendants Fair, Rawls and Cox and Dinkins since June 1994 were in a unique position to plant the rebar that did not exist prior to 2004 when they revised Fairs' survey and filing in ROD

question at anytime, her life has been since the development and 2010 has been in the control of the defendants.

57. The defendants have illegally trespassed and cut down thinned out the natural wooded fence that buffered separated the plaintiff's property from the "park" as a result the noise level and interference with her privacy has grown significantly.

58. Plaintiff purchased the property in 1994, with the assurance from Hendricks Builders that the "park" would never be developed, not only has the "park" been developed the buffer/natural fence has been virtually destroyed as well.

59. Upon the latest public aggressive act of the defendants plaintiff looked into what was happening and learned that the survey the surveyor had complete and signed and had control over was the reason the defendants appear to believe they can dictate and control the plaintiff on her own property by coming on, destroying and going from as they please.

**FOR A FOURTH CAUSE OF ACTION
CONTINUING TRESPASS (CIVIL/CRIMINAL)
(ALL OF THE DEFENDANTS)**

60. The factual and jurisdictional allegations in paragraphs 1-59 are re-alleged and reincorporated as though fully set forth herein verbatim.

61. In violation of sections 16-11-510 to 755 of the South Carolina Annotated Code the defendants intruded upon the possessory interest and rights of the plaintiff.⁷

62. The defendants interfered with the plaintiff's right to the "exclusive, peaceable possession of her property/land with their unauthorized entry onto her land in violation of SC Trespassing laws/tort laws.

⁷ The interference begins in June 1994 with a prepared unrecorded survey contracted by Fair done by Cox and Dinkins – two months after plaintiff purchased her property. In 2004, Cox and Dinkins revised the 1994 survey for Fair after he purchased the "park" according to the production and interrogatories they completed for Riebold and Hooker attorney. The rebar showed up after plaintiff purchased the property see letter of interview of Rawls submitted where he admitted this fact.

63. The actions of the defendants were affirmative, the invasion was intentional, and the harm was a direct result of their invasion and continuous trespass.

64. To establish the existence of the rebar that was not part of the property sold to Fair by Lexington County (the "park") the defendants Cox and Dinkins, Rawls and employees deliberately and with forethought trespassed fifteen feet into the plaintiff's property to locate a rebar in clear violation of SC Trespass laws and their code of conduct as licensed surveyors.⁸

65. None of the defendants, Rawls, Cox and Dinkins, Hooker, Reibold, Fair, etc., named in this action had permission, authority or right to enter the plaintiff's property to do any type of, digging, surveying, planting or search in June of 1994 or anytime during the time from of 1994 to 2004; by doing so each defendant violated plaintiff's civil rights and the common and torts laws of this state.

**FOR A FIFTH CAUSE OF ACTION
INVASION OF PRIVACY
(Reibold, Fair and Hooker)**

66. The factual and jurisdictional allegations in paragraphs 1-65 are re-alleged and reincorporated as though fully set forth herein verbatim.

67. The defendants have unreasonably intruded upon plaintiff's solitude. The intrusion upon plaintiff's seclusion or solitude was intentional; the intrusion invaded her private affairs and would be highly objectionable to any reasonable person after almost 18 years of peace.

68. The actions of the defendants' have brought unreasonable publicity to plaintiff's private life and concerns.

69. Upon information and document proof, the above facts constitute a violation of plaintiff's civil rights under color of state laws as a proximate cause result of which the plaintiff has been injured and is entitled to recover damages of (50k) as may be more fully proven at trial or as determined by the court.

⁸ Documents has been submitted to the court clearly evidencing the trespass

70. The torment/terror/fear the plaintiff is enduring will not end until the defendants' are forced to do so by this Court; she does not have the option to call the police any longer and she has no protection from the police and until this court rules she will live under the cloud of continued harassment and her privacy will continue to be invaded.

**FOR A SIXTH CAUSE OF ACTION
DAMAGES FOR INJURY TO REAL PROPERTY
(Riebold and Hooker)**

71. The factual and jurisdictional allegations in paragraphs 1-70 are re-alleged and reincorporated as though fully set forth herein verbatim.

72. As a direct result of the defendants the natural fence the privacy buffer that straddled both properties will never be the same. By their actions, they not only destroyed the structure on their side of the property they also destroyed the plants and trees on the plaintiff's as the plants were intertwined harm to one tree or plants harm all due to their dependence resulting in destruction of property belonging to the plaintiff which will cost a substantial amount to repair and years to restore to its former glory.

73. The rehabilitation of the natural fence and its restoration will take time and the beauty and enjoyment will never be the same nor will the damage be easily cured and the natural grown and strength will ever be the same.

74. The defendants destruction of the natural fence has caused the birds to lose a natural habitat to have no where to go and they are being killed in the backyard of the plaintiff by cats and their remains left for the plaintiff to dispose of.

**FOR A SEVENTH CAUSE OF ACTION
CIVIL CONSPIRACY - FRAUDULENT CONCEALMENT
(ALL OF THE DEFENDANTS)**

75. The factual and jurisdictional allegations in paragraphs 1-74 are re-alleged and reincorporated as though fully set forth herein verbatim.⁹

76. In South Carolina Civil Conspiracy is 1) the combination of two or more people, (2) for the purpose of injuring the plaintiff, (3) which causes special damages.^{10 11}

77. The actions of this ^{these} defendants has and will injury the plaintiff in loss of property, the defendants as evidenced by document evidence conspired to take land from the plaintiff thereby causing her injury by taking and converting 15 (fifteen) feet of her land for ^{their} there on gain.

78. There are two or ^{more} defendants Cox and Dinkins, Rawls, Fair, Riebold, CWS, Hooker the conspiracy beginning in June 1994, when Fair contracted Cox and Dinkins to survey the property of the plaintiff and the "park", two months after plaintiff purchased her property in April 1994, and in 2004 right after the plaintiff filed bankruptcy; between June of 1994 and October 2004, a rebar appeared that cut 15 feet of land from the plaintiff's property. (See deeds and plats that show the 15 ft is attached to the property of the plaintiff and in her tax map). (See Attachment 2 were Fair via Cox and Dinkins two months after plaintiff's purchase of the property had a survey done thus showing a pattern of a conspiracy that began in June of 1994, the same survey that was revised by Cox and Dinkins with the sale of the "park" to Fair (was not filed)(rebar)

⁹ The defendants Fair contracted Cox and Dinkins to conduct the 1st survey in June 1994, **two months** after plaintiff purchased the property in April 1994, while **the park** was in the possession of the Wrenwood Association. This survey was never filed according to Lexington Register of Deeds office. The second survey was prepared and not filed in October 2004 and also never filed, the final survey was prepared and recorded in 2005 according to the Register of Deeds office.

¹⁰ Pye v. Estate of Fox, 369 S.C. 555, 566-67, 633 S.E.2d 505, 511 (2006); Kuznik v. Bees Ferry Assocs., 342 S.C. 579, 610, 538 S.E.2d 15, 31 (Ct. App. 2000) ("It is well-settled in South Carolina that the tort of civil conspiracy contains three elements: (1) a combination of two or more persons; (2) for the purpose of injuring the plaintiff; (3) causing plaintiff special damage.").

¹¹ "An action for civil conspiracy may exist even though respondents committed no unlawful act and no unlawful means were used." LaMotte v. Punch Line of Columbia, Inc., 296 S.C. 66, 70, 370 S.E.2d 711, 713 (1988). "Specifically, it is not necessary for a plaintiff asserting a civil conspiracy cause of action to allege an unlawful act in order to state a cause of action, although a civil conspiracy may be furthered by an unlawful act." Id. "Thus, lawful acts may become actionable as a civil conspiracy when the object is to ruin or damage the business of another." Id. (citations omitted) (emphasis added).

"The gravamen of the tort of civil conspiracy is the damage resulting to the plaintiff from

79. Each of defendants acted as one knowingly or otherwise, affirmatively, aggressively, positively and in concert worked as early as June 1994 to deprive the plaintiff of the essential elements of ownership that makes property valuable, including, but not necessarily limited to, unrestricted right to use the property without interference as well as the right to enjoy the property and the right to determine who has access to her property and the right to refuse access to her property (exclude); the same rights that the defendant value and enjoy as homeowners.¹²

80. Special damages to clear the title and remove the cloud/stain on plaintiff's property/plat monies to ensure removal of the blemish that will continue to hinder/plague the plaintiff if not so ordered; to be compensated for lost wages to research titles, etc., legal costs.

81. In addition, plaintiff has incurred expenses filing motions, purchasing supplies, copies, stamps, and other items to defend her property and rights; she has also incurred cost to pay others to mow her grass.

82. The actions of the defendants has defamed the plaintiff, they acted with restless disregard for the rights of the plaintiff and knowing that the plaintiff would have no reason to know of their behavior/fraudulent actions was covered on hidden until a challenge or injury occurred to plaintiff.

83. Plaintiff having no part in the contract between Cox and Dinkins and Fair (3rd party Reibold and Hooker) is not suing for malpractice or professional ^{negligence}. Plaintiff is an innocent bystander who has ownership of the adjoining/^{land} abutting the defendants' who has and is suffering as a result of possible illegal/fraudulent actions of the defendants.

84. Defendants failed to exercise due care and knowingly placed the plaintiff in a position where she has to defend her good title, her reputation and ownership of her real property. As the plaintiff was not privy ^{to} or part of the contract or third party she had no reason to see or rely on the survey

¹² (Under South Carolina law "[a] civil conspiracy . . . consists of three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes him special damage." *Lee v. Chesterfield Gen. Hosp., Inc.*, 344 S.E.2d 379, 382 (S.C. Ct. App. 1986; (circumstantial evidence)

contracted for the "park" and unless an injury was done she could take no action. Up and until the defendants (Reibold and Hooker) triggered a need to investigate what took place in 2004, she had no reason to discover ^g the wrong without provocation.¹³

**FOR A EIGHTH CAUSE OF ACTION
QUIET TITLE/ADVERSE POSSESSION
(CAROLINA WATER SERVICE)**

85. The factual and jurisdictional allegations in paragraphs 1-84 are re-alleged and reincorporated as though fully set forth herein verbatim.

86. In compliance with section 15-67-210, et. seq., plaintiff has had possession of all real property described herein for an uninterrupted period of ten plus years -- possession has been actual, open and notorious, hostile, continuous, and exclusive possession and has occupation since April of 1994.

87. Plaintiff can show that defendants abandoned the landlocked parcel that used to house their well/pump site. In or around 1996, CWS capped the pump and demolished the housing displaying by clear intent their abandonment of the parcel and need for the easement.

88. Also on two separate occasions, CWS employees promised to deed the property over to the plaintiff and each time they reneged in 2006. And, in January 2011, directly after telling the plaintiff that they would have the property signed over. Plaintiff has maintained the property without compensation since 1994.

89. Plaintiff has been in possession of the real property described by virtue of payment of taxes paid, adverse possession and a common owner between her property and the easement conveyed to CWS for egress and ingress in 1985.

¹³ Where South Carolina, as the only state does not recognize *Res ipsa loquitur* on a failure by the professional to inform of the consequences of a procedure, or both. South Carolina is well known for recognizing circumstantial evidence.

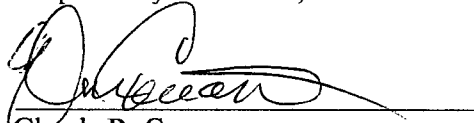
WHEREFORE, plaintiff demands/prays judgment against the defendants as follows:

- a. Defendants are required to set forth each and every claim they may assert to or against plaintiff regarding above-described property to avoid future issues.
- b. That this Court rule and grant a favorable ruling to plaintiff in regards to the established senior boundary line and title that has been in place since 1981/1994 respectfully as evidenced and mirrored by the plat/deed of the Plaintiff, CWS and Wrenwood Subdivision.
- c. That this Court adjudge that defendants and all others have no right, title, estate, lien, or interest in or to the property of plaintiff or any part of that property; and forever are barred from the plaintiff's property via permanent injunctive and declaratory relief.
- d. That this Court adjudges that the plaintiff is granted actual fee simple legal title as well as adverse possession to the landlocked parcel and release plaintiff from the dominate and subservient easement of necessity as the necessity no longer exist as of 1991.
- e. That the Court order the defendants to restore the natural wooded fence buffer as it was prior to December 2010, (plaintiff has pictures), order permanent injunctive relief and find that the intent of the Homeowners Association and Kohn, Inc., who donated the "park," had provided a natural buffer to protect the plaintiff from noise from the "park" 1994 to November 2010 (adverse possession).
- f. That the Court order the defendants to remove the swing set that is close to the natural wooded buffer to avert defendants' fears of twigs/branches falling and hitting whatever children that may be on their property.
- g. That the Court order monetary damages to restore or to attempt to restore the natural wooded buffer fence and restore plaintiff's peace, privacy and constitutional rights as it relates to her property, enjoyment and ownership prior to December 2010.

- h. That the Court order any and all attorney fees, surveys be paid for by the defendants "but for" their actions there would be no lawsuit. They gave the plaintiff no other choice after discovery but to file this legal action they told her to sue them.
- i. That Plaintiff be awarded those damages to which it may appear she is entitled by the proof submitted in this Court for physical, mental pain and suffering, both past and future; permanent injury and/or disability, humiliation/embarrassment; on-going harassment/ abuse past and present; loss of enjoyment of property, loss of enjoyment of life/harmony/peace in her home and on her property consequential and/or actual, general and that the court assess punitive damages (so that the defendants are punished for their reprehensible behavior and be forever barred from displaying this behavior in the future).
- j. That this Court deny defendants request for contributory negligence on the part of the plaintiff, neither she nor her property was part of the contract between Fair Builders/Developers, Rawls, their employees or Gene Dinkins (engineer a noted on plat/survey), nor was she a third party relying on the plat/survey.
- k. That the Court order plaintiff be awarded reasonable expenses incurred in this litigation, including reasonable legal as/if submitted, pursuant to 42 U.S.C. §1988 (b) and (c);
- l. That judgment is rendered in favor of the plaintiff and against the defendants on all causes of action asserted herein.
- m. That the Plaintiff be granted monetary relief for special damages in order to clear her title, costs to remove the illegal rebar to accurately reflect all easements and boundaries as clearly noticed in the earlier plats, loss of time and days from work to research, investigate, meeting with Mr. Rawls, along with expenses to ascertain or discover why the defendants were claiming the property as their own; cost in the amount off fifteen thousand (\$15k) and any other monetary cost as the Court deem appropriate.

- n. For judgment that plaintiff is the fee simple owner of all rights, title, and interest in and to the described real property discussed in this complaint, the appurtenant easement "running with plaintiff's land" of necessity for CWS to access the landlocked parcel that housed the well;
- o. For judgment that defendants or any other have any right, title, estate, or interest in or lien on the described real property, herein.
- p. That the Plaintiffs receive any other further and general relief to which it may appear she is entitled.¹⁴

Respectfully submitted,



Glenda R. Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
grcouram@hotmail.com
803) 896-7509

DATED this 29th, day of February 2012
County of Lexington, South Carolina

¹⁴ Witnesses (POSSIBLE) Donald "Don" Rawls, Gene Dinkins, (Both) Cox & Dinkins, 724 Beltline Blvd., Columbia, SC 29205; Jimmy Drafts of Draft Surveying, Inc., PO Box 1014, Lexington, SC 29071, CWS

DECLARATION

I, Glenda R. Couram, the Plaintiff, in the above-title action, I have read the foregoing and know the contents thereof. The same is true of my own knowledge, except as to those matters which are there in alleged on information and belief, and as those matters, determined or shown to be true by the evidence submitted.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed in Lexington, South Carolina.

Respectfully submitted,



Glenda R. Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
803 896-7509

DATED this 29th, day of February 2012
County of Lexington, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

Glenda R Couram,)
Plaintiff,)

CIVIL ACTION NO: 2011-CP-32-01010

v)

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.)
Carl Reibold; All Persons Claiming any)
Legal or Equitable Right, Title, Estate, Lien)
or interest in the Property Described in the)
Complaint Adverse to the Plaintiff's; Cox &)
Dinkins, Inc., Fair Builders/Developers, Inc.)
Donald "Don" Rawls & Steve Fair in their)
Individual capacities, Carolina Water Svc.,)
(CWS), Carolina Trace Utilities, Inc., &)
Utilities, Inc., Corporate Offices,)
Defendant(s))

CERTIFICATE OF SERVICE

DEMAND FOR JURY TRIAL

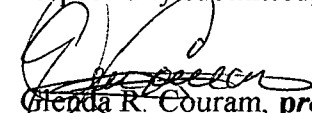
I, the undersigned, hereby certify that I have served a copy of the REFILED SECOND AMENDED COMPLAINT¹ on the Defendants via their counsel L.A. "Smokey" Brown counsel for the "Neighbors" (Reibold and Hooker); R. Davis Howser counsel for Rawls and Cox and Dinkins and Steve Fair at the addresses as listed below by personally depositing in a U.S. Postal Service mail box, first class postage prepaid on this 29th, day of February 2012.

R. Davis Howser, Esq.
Howser, Newman & Besley, LLC
1508 Washington Street
P.O. Box 12009
Columbia, SC 29211-2009

L.A. "Smokey" Brown, Esq.,
Law Offices
7567 St. Andrews Road, Suite 102
Irmo, SC 29063-1545

Steven Fair
Fair Builders
100 S. Wrenwood Rd
Lexington, SC 29073

Respectfully submitted,


Glenda R. Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
grcouram@hotmail.com
803 896-7509

DATED this 29th, day of February 2012
Lexington County, South Carolina

¹¹ Initially filed on August 18th, 2011

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 11TH JUDICIAL CIRCUIT
CASE NO. 2011-CP-32-01010

Glenda Renee Couram,)
Plaintiff,)

v.)

Mr. and Mrs. Christopher)
Hooker, Mr. & Mrs. Carl)
Reibold, All Persons Claiming)
Any Legal or Equitable Right,)
Title, Estate, Lien or Interest in)
the Property Described in the)
Complaint Adverse to the Plain-)
tiff's, Cox and Dinkins, Inc., Fair)
Builders/Dev, Inc., Donald "Don")
Rawls and Steve Fair in their in-)
dividual capacities, Carolina)
Water Service, Inc. (CWS),)
Carolina Trace Utilities, Inc. &)
Utilities, Inc., Corporate Offices)
(CWS),)

Defendants.)

THIRD AMENDED
ANSWER AND COUNTERCLAIM
OF DEFENDANTS MR. AND MRS.
CHRISTOPHER HOOKER AND
MR. AND MRS. CARL REIBOLD

FILED
2012 APR 27 PM 4:26
LETHA A. CARRIG
CLERK OF COURT
LEXINGTON, SC

TO: Glenda Renee Couram, 104 Macaw Lane, Lexington, SC 29073
Pro Se Plaintiff
Carolina Water Service, Carolina Trace Utilities, Inc. & Utilities, Inc.,
Attn: Bob Gilroy, 110 Queen Parkway,
West Columbia, SC 29169, Defendants
R. Davis Howser, Esq., PO Box 12009, Columbia, SC 29211
Attorney for Defendants Cox and Dinkins, Inc. and Donald Rawls
Steve Fair and Fair Builders/Dev, Inc., 100 South Wrenwood Drive,
Lexington, SC 29073, Defendants

COMES NOW the Defendants, Mr. and Mrs. Christopher Hooker and Mr. and
Mrs. Carl Reibold (collectively referred to as the "Neighbors"), by and through their
undersigned counsel of record, and for their Answer and Counterclaim to the Plaintiff's
Amended Complaint (hereafter "Plaintiff's Complaint") for Boundary Dispute, Try Title,

Continuous Trespass (Criminal/Civil), Adverse Possession, Continuing Nuisance, Property Slander of Title, Reckless Disregard for Truth, Invasion of Privacy, Fraudulent Concealment and Quiet Title, would respectfully respond as follows:

FOR AN INITIAL DEFENSE TO ALL OF PLAINTIFF'S CAUSES OF ACTION

1. The Neighbors would herein deny and demand strict proof of each and every allegation of the Plaintiff's Complaint not specifically admitted, qualified or explained herein.

2. The Neighbors deny the allegations set forth in Paragraphs 1, 2, 3 and 4 of Plaintiff's Complaint.

3. The Neighbors admit the allegations set forth in paragraphs 5, 6 and 7 of Plaintiff's Complaint.

4. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in paragraphs 8, 9, 10 and 11 of the Plaintiff's Complaint, therefore, the Neighbors deny the allegations set forth in paragraphs 8, 9, 10 and 11 of Plaintiff's Complaint.

5. The Neighbors deny the allegations set forth in paragraphs 12 and 13 of the Plaintiff's Complaint.

6. The Neighbors admit so much of the allegations set forth in Paragraph 14 of Plaintiff's Complaint that she obtained title to the property located at 104 Macaw Lane. As to the remaining allegations set forth in Paragraph 14, the Neighbors are without knowledge and belief to sufficient to admit those allegations; therefore, the Neighbors respectfully deny the remaining allegations set forth in Paragraph 14.

7. The Neighbors deny so much of the allegations set forth in paragraph 15 of Plaintiff's Complaint that they plan to redraw the existing property line. The Neighbors admit so much of the allegations set forth in Paragraph 15 of Plaintiff's Complaint that Cox and Dinkins completed a survey in 2004 and the Neighbors appear to share a boundary line with Plaintiff; otherwise, the Neighbors deny the remaining allegations in Paragraph 15 of Plaintiff's Complaint. .

8. The Neighbors deny the allegations set forth in Paragraphs 16, 17 and 18 of Plaintiff's Complaint.

9. The Neighbors deny the allegations set forth in Paragraphs 19, 20, 21, 22 and 23 of Plaintiff's Complaint.

10. The Neighbors deny the allegations set forth in Paragraph 24 of Plaintiff's Complaint.

11. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 25 and 26 of Plaintiff's Complaint, and therefore deny those allegations.

12. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 27, 28, 29, 30 and 31 of Plaintiff's Complaint, and therefore deny those allegations.

13. The Neighbors deny the allegations set forth in Paragraphs 32 and 33 of the Plaintiff's Complaint.

14. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 34, 35 and 36 of Plaintiff's Complaint, and therefore deny those allegations.

15. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 37, 38 and 39 of Plaintiff's Complaint, and therefore deny those allegations.

16. The Neighbors deny the allegations set forth in Paragraphs 40, 41, 42 and 43 of Plaintiff's Complaint.

17. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 44, 45 and 46 of Plaintiff's Complaint, and therefore deny those allegations.

18. The Neighbors deny the allegations set forth in Paragraphs 47, 48 and 49 of the Plaintiff's Complaint.

19. The Neighbors deny the allegations set forth in paragraphs 50, 51, 52 and 53 of Plaintiff's Complaint.

20. The Neighbors deny the allegations set forth in Paragraphs 54 and 55 of Plaintiff's Complaint.

21. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 56, 57, 58 and 59 of Plaintiff's Complaint, and therefore deny those allegations.

22. The Neighbors deny the allegations set forth in Paragraphs 60, 61, 62, 63, 64, 65, and 66 of Plaintiff's Complaint.

23. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraph 67 of Plaintiff's Complaint, and therefore deny those allegations.

24. The Neighbors deny the allegations set forth in Paragraphs 68 and 69 of Plaintiff's Complaint.

25. The Neighbors deny the allegations set forth in Paragraphs 70, 71 and 72 of Plaintiff's Complaint.

26. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 73, 74 and 75 of Plaintiff's Complaint, and therefore deny those allegations.

27. The Neighbors deny the allegations set forth in Paragraphs 76, 77, 78 79 and 80 of the Plaintiff's Complaint.

28. The Neighbors deny the allegations set forth in 81, 82, 83, 84 and 85 of Plaintiff's Complaint.

29. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraphs 86, 87 and 88 of Plaintiff's Complaint, and therefore deny those allegations

30. The Neighbors are without knowledge and belief sufficient to admit the allegations set forth in Paragraph 89 of Plaintiff's Complaint, and therefore deny those allegations.

31. The Neighbors deny each of the prayers for relief requested by the Plaintiff in Plaintiff's Complaint.

**FOR A DEFENSE TO PLAINTIFF'S SECOND, THIRD AND FOURTH
CAUSES OF ACTION
(Possession of Real Property)**

32. The Neighbors restate their defenses in paragraphs 1 through 33 above as fully as if restated verbatim.

33. The Neighbors possess deeds and a plat, all recorded with the Lexington County Register of Deeds Office, that fully describe the real property owned by the Neighbors, sets forth the boundary line with the Plaintiff, and clarifies what land that is rightfully owned by each of the Neighbors; therefore, the Neighbors possess the right to cut down trees, erect fences, and dig holes on their respective properties without interference.

**FOR A DEFENSE TO PLAINTIFF'S CAUSES OF ACTION
AND BY WAY OF AFFIRMATIVE DEFENSE
(Laches)**

34. The Neighbors restate their defenses in paragraphs 1 through 35 above as fully as if restated verbatim.

35. The Neighbors would assert as an affirmative defense the defense of laches. The Neighbors have owned their respective properties that border the Plaintiff's real property for more than four and one-half (4½ years) (4½ years for Reibold, 5 years for Hooker) without complaint from the Plaintiff about property lines or other interference from the Plaintiff.

36. The Neighbors assert that Plaintiff's delay is unreasonable under the circumstances because Plaintiff has owned her real property since March 1994 and has had ample opportunity to dispute the legality of the boundary line of her property since at least March 1994 with the original developer, the builder of the homes on the real property now owned by the Neighbors and the surveyor of the real property, both since 2004, and with the Neighbors since 2006.

37. The Neighbors assert that Plaintiff's delay in disputing the location of the boundary line has caused prejudice to the Neighbors as the Neighbors are unable to fully

use and enjoy their respective real properties, including making improvements to their real properties, without interference from the Plaintiff.

**FOR A DEFENSE TO PLAINTIFF'S CAUSES OF ACTION
AND BY WAY OF AFFIRMATIVE DEFENSE
(Statute of Limitations)**

38. The Neighbors restate their defenses as set forth above in paragraphs 1 through 39 above as fully as if restated verbatim.

39. The Neighbors would respectfully assert that the boundary line between their respective properties and the Plaintiff's real property has been fully established pursuant to that plat of record recorded November 12, 2004 in Plat Slide 793 at page 5 in the Office of the Register of Deeds for Lexington County. Plaintiff has not formally contested or disputed the property line for the Neighbors' respective real properties since the plat referenced in this paragraph was made part of the public record.

40. The Neighbors would respectfully assert that Plaintiff's claims are barred by the statute of limitations as more than three (3) years have passed since the plat referenced above in paragraph 18 became public record and Plaintiff has never formally contested the boundary line location between the parties' respective real properties until December 2010, when the Neighbors expressed a desire to erect a fence along the boundary line between the Neighbors and the Plaintiff.

**FOR A DEFENSE TO PLAINTIFF'S SECOND AND FOURTH CAUSES OF
ACTION
(Survey)**

41. The Neighbors restate their defenses as set forth above in paragraphs 1 through 42 above as fully as if restated verbatim.

42. The Neighbors agree with the Plaintiff that the boundary line be determined, either through the surveys provided to each party through their respective real estate transaction, or by a third party surveyor agreed upon by the parties or ordered by the Court pursuant to S.C. Code Ann. §§27-1-20, 30 (Supp. 2010). A survey would allow the Neighbors to construct a fence that will prevent interference of the Neighbors' use and enjoyment of their real properties by the Plaintiff.

43. The determination of the boundary line will allow the parties to use and enjoy their respective real properties without interference from each other, although the Neighbors deny they have prevented Plaintiff from using and enjoying her real property.

44. The Neighbors seek an Order of this Court determining the boundary line between the parties using the surveys of record with the Lexington County Register of Deeds Office or by a survey ordered by this Court using a surveyor to be agreed upon by the parties or a Court-ordered surveyor pursuant to S.C. Code Ann. §§27-1-20, 30 (Supp. 2010), with the costs of such survey to be paid by the non-prevailing party in this action.

**FOR A DEFENSE TO PLAINTIFF'S COMPLAINT
AND BY WAY OF
AFFIRMATIVE DEFENSE
(Defensive Collateral Estoppel—*Res Judicata*)**

45. The Neighbors restate their defenses as set forth above in paragraphs 1 through 46 above as fully as if restated verbatim.

46. The Neighbors would respectfully assert the defenses of defensive collateral estoppel and *res judicata* with regard to Plaintiff's Complaint. In 2005-2006, Plaintiff sued Time Warner Cable and Steve Fair Builders (who sold the Neighbors their respective homes) in separate actions in which Plaintiff made similar claims of trespass and conversion of her real property.

47. The Neighbors, upon information and belief, believe Plaintiff lost both cases against Time Warner Cable and Steve Fair Builders (the "former defendants").

48. The Neighbors are informed and believe that Plaintiff's litigation against the Neighbors for these causes of action outlined in her Complaint have already been decided by this Court and Plaintiff has made these allegations again simply because these are the current owners of the lots in question that were part of the litigation between the Plaintiff and the former defendants.

49. The Neighbors are informed and believe they are entitled to an Order of this Court dismissing the Plaintiff's Complaint or certain causes of Action under the doctrine of either defensive collateral estoppel or *res judicata* because the these causes of action have already been adjudicated by this Court in Plaintiff's cases against the former defendants.

**FOR A DEFENSE AND BY WAY OF COUNTERCLAIM
(Declaratory Judgment)**

50. The Neighbors restate their defenses as set forth above in paragraphs 1 through 51 above as fully as if restated verbatim.

51. The Neighbors assert and allege that the boundary line between their properties and the Plaintiff's property is disputed by the Plaintiff; therefore, a justiciable controversy exists for this Court to make a declaratory judgment pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Ann. §15-53-10 *et seq.*

52. The Neighbors allege that this Court is the only forum in which the location of the boundary line between the Neighbors' property and the Plaintiff's property can be determined without dispute or difference from the Plaintiff.

53. The Neighbors are informed and believe that they are entitled to a declaratory judgment of this Court setting forth the boundary line between their properties and the Plaintiff's property. Further, the Neighbors are informed and believe that they are entitled to costs of this action from the Plaintiff pursuant to §15-53-100 of the South Carolina Uniform Declaratory Judgments Act, and reasonable attorney's fees, as well as other and further relief as determined by this Court pursuant to §15-53-120 of the South Carolina Uniform Declaratory Judgments Act.

**FOR A DEFENSE TO ALL OF PLAINTIFF'S FIRST CAUSE OF ACTION
AND BY WAY OF COUNTERCLAIM
(Nuisance)**

54. The Neighbors restate their defenses and counterclaim as set forth above in paragraphs 1 through 55 above as fully as if restated verbatim.

55. The Neighbors assert and allege that they sought the location of the property line between their properties and the Plaintiff's property so they could construct fencing between their respective properties and the Plaintiff's property.

56. Plaintiff unreasonably interfered with the Neighbors' inspection of the location of the boundary line and further raised allegations set forth in her Complaint which are untrue and made to discourage the Neighbors from determining the actual boundary line so the Neighbors can fully use and enjoy their respective real properties without interference from the Plaintiff.

57. Plaintiff's interference with Neighbors' determination of the boundary line between their properties and Plaintiff's real property is unreasonable as the Neighbors are now forced to defend themselves in this Court against allegations made by the Plaintiff which the Neighbors have denied in their Answer, above.

58. Plaintiff's interference has prevented the Neighbors from full use and enjoyment of their respective real properties as the Neighbors cannot use their real properties near the boundary line with the Plaintiff's real property without threat or harassment from the Plaintiff.

59. The Neighbors have suffered injury which is the natural and proximate cause of the Plaintiff's interference. The Neighbors' injuries would not have occurred but for the Plaintiff's interference with the Neighbors locating the boundary line. Had the Plaintiff not interfered with the Neighbors inspection to locate the boundary line, the Neighbors, as well as the Plaintiff, could fully use and enjoy their respective real properties without interference from each other. The Neighbors damages could reasonably be foreseen by the Plaintiff's conduct.

60. Plaintiff's conduct towards the Neighbors constitutes a nuisance. As a direct and proximate result of Plaintiff's nuisance, the Neighbors have been forced to seek the services of legal counsel to defend themselves from the Plaintiff's litigation, cannot determine the location of the boundary line between their real properties and the Plaintiff's real property, and cannot fully use and enjoy their respective real properties without threat or harassment from the Plaintiff. Plaintiff's actions have inconvenienced the Neighbors and also caused damage to the Neighbors.

61. The Neighbors are informed and believe they are entitled to judgment against Plaintiff for actual, incidental and consequential damages which are the proximate cause of Plaintiff's nuisance, including surveying costs, fence construction and removal of dangerous or dead tree limbs extending into the Neighbors' properties. The Neighbors are also informed and believe they are entitled to costs of this action, plus reasonable

attorney's fees. The Neighbors are also informed and believe that they are entitled to an award from this Court of punitive damages from the Plaintiff to discourage and prevent the Plaintiff from interfering with the Neighbors' fence construction and threat of future lawsuit for no reason other than harassment of the Neighbors.

**FOR A DEFENSE TO ALL OF PLAINTIFF'S CAUSES OF ACTION AND BY
WAY OF COUNTERCLAIM
(Intentional Infliction of Emotional Distress)**

62. The Neighbors restate their defenses and counterclaims as set forth above in paragraphs 1 through 63 above as fully as if restated verbatim.

63. Plaintiff's actions and accusations directed against the Neighbors have been taken in a reckless manner against the Neighbors in that Plaintiff possesses a recorded survey of her property that indicates the boundary line between her property and the Neighbors. The Neighbors also possess a survey that indicates their boundary line matches that of the Plaintiff. Despite the surveys of record with the Lexington County Register of Deeds Office, Plaintiff continues to assert that her property line is located elsewhere on the Neighbors' property (inside the Neighbors' respective property lines) with disregard to what is listed on the surveys of the parties' real properties.

64. Plaintiff's actions and accusations directed against the Neighbors have further been taken in a reckless manner in that she has accused the Neighbors of stalking and maintaining surveillance of her without specifics or details of the stalking or surveillance.

65. Plaintiff's conduct of harassment and false allegations against the Neighbors is so extreme and outrageous as to exceed all possible bounds of decency and

her conduct, as a neighbor of the Neighbors, is atrocious and should not be tolerated in the community or in a civilized society.

66. Plaintiff's actions and conduct have caused the Neighbors emotional distress and fear of harm, including but not limited to fear of performing yard work or real property improvements without being harassed or threatened by Plaintiff, fear of being confronted threateningly by the Plaintiff in their backyards for no reason whatsoever, and fear for the safety and well-being of children playing in their yard, that is so severe that no reasonable person could endure it, as a neighbor of the Plaintiff or as a reasonable person in society.

67. The Neighbors are informed and believe they are entitled to judgment against Plaintiff for actual, incidental and consequential damages which are the proximate cause of Plaintiff's intentional infliction of emotional distress. The Neighbors are also informed and believe that they are entitled to an award from this Court of punitive damages from the Plaintiff to discourage and prevent the Plaintiff from acting in this manner again against the Neighbors or others who may be or become neighbors of the Plaintiff in the future.

WHEREFORE, premises considered, the Neighbors pray for an Order of this Court as follows:

(a) That the Plaintiff's causes of action against the Neighbors be dismissed with costs and attorney's fees granted to the Neighbors;

(b) That the Plaintiff's prayers for relief against the Neighbors be dismissed with costs and attorney's fees granted to the Neighbors;

(c) That the true boundary line between the Neighbors and the Plaintiff be determined by Order of this Court, whether by plats of record with the Lexington County Register of Deeds Office or by a Court-ordered survey from a third-party surveyor appointed by the Court or agreed upon by the parties;

(d) As to the Neighbors' Defense by way of Counterclaim, that this Court issue a declaratory judgment setting forth the true boundary line between the Neighbors and the Plaintiff pursuant to the South Carolina Declaratory Judgments Act, §15-53-10 *et seq.*;

(e) As to the Neighbors' Defense by way of Counterclaim, that the Neighbors receive a judgment against the Plaintiff for actual, incidental and consequential damages for Plaintiff's nuisance against the Neighbors, as well as punitive damages against the Plaintiff;

(f) As to the Neighbors' Defense by way of Counterclaim, that the Neighbors receive a judgment against the Plaintiff for actual, incidental and consequential damages for Plaintiff's intentional infliction of emotional distress against the Neighbors, as well as punitive damages against the Plaintiff;

(g) For costs and attorney's fees for the defense of the Neighbors from Plaintiff's Complaint; and

(h) That this Court grant such other and further relief as it deems just and proper, whether in law or in equity.

COPY

Respectfully Submitted,



L.A. "Smokey" Brown, Jr.
SC Bar #13435
Attorney for the Defendants
Mr. and Mrs. Christopher Hooker
and Mr. and Mrs. Carl Reibold

LAW OFFICE OF SMOKEY BROWN, PC
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Irmo, SC 29063
(803) 732-3797
smokeybrown@att.net

Irmo, South Carolina

Dated this 26th day of April 2012.

FILED

2012 APR 27 2 4:26

BETH A. CARRIG
CLERK OF COURT
FAYETTEVILLE, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE 11TH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-32-1010

COPY

Glenda Renee Couram,)
)
Plaintiff,)

VS.)

Mr. & Mrs. Christopher Hooker,)
Mr. and Mrs. Carl Reibold; All)
Persons Claiming any Legal or)
Equitable Right, Title, Estate, Lien)
or interest in the Property Described)
in the Complaint Adverse to the)
Plaintiff's; Cox and Dinkins, Inc.,)
Fair Builders/Developers., J. Donald)
Rawls, and Steve Fair in their)
individual capacities and Carolina)
Water Service (CWS), Carolina)
Trace Utilities, Inc. & Utilities, Inc.,)
Corporate Office (CWS),)
)
Defendants.)

ANSWER OF THE DEFENDANTS
COX AND DINKINS, INC. AND
J. DONALD "DON" RAWLS TO
REFILED SECOND AMENDED
COMPLAINT.

The Defendants Cox and Dinkins, Inc. and J. Donald "Don" Rawls, answering
the Refiled Second Amended Complaint herein, and allege:

FOR A DEFENSE TO THE ALLEGATIONS RELATED
TO JURISDICTION AND VENUE AND PARTIES:

1. That they deny each and every allegation of the Refiled Second Amended
Complaint not hereinafter specifically admitted.

2. That they neither admit nor deny the allegations of paragraphs 1, 2 and 3
of the Refiled Second Amended Complaint since those allegations call for legal
conclusions related to jurisdiction, venue and parties.

3. That with respect to paragraph 4 of the Refiled Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 3 of this Answer as if those allegations were set forth in their entirety herein.

4. That with respect to paragraph 5 of the Refiled Second Amended Complaint, on information and belief they admit only that Plaintiff is a citizen and resident of Lexington County, South Carolina and resides at 104 Macaw Lane, Lexington, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

5. That with respect to paragraph 6 of the Refiled Second Amended Complaint, on information and belief they admit only that Mr. and Mrs. Carl Reibold reside at 118 Toucan Way, Lexington, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

6. That with respect to paragraph 7 of the Refiled Second Amended Complaint, on information and belief they admit only that Sabrina and Christopher Hooker reside at 120 Toucan Way, Lexington, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

7. That with respect to paragraph 8 of the Refiled Second Amended Complaint, they admit only that Fair Builders, Inc. is a corporation organized and existing under the laws of the State of South Carolina, but they lack sufficient knowledge

and information to form a belief as to the remaining allegations of this paragraph of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

8. That they admit the allegations of paragraph 9 of the Refiled Second Amended Complaint.

9. That with respect to paragraph 10 of the Refiled Second Amended Complaint, they admit on information and belief that Carolina Water Services has, or had, an office in Lexington County, South Carolina, but they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

10. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraphs 11 and 12 of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

11. That with respect to paragraph 13 of the Refiled Second Amended Complaint they reallege and incorporate by reference the allegations of paragraphs 1 through 10 of this Answer as if those allegations were set forth in their entirety herein.

12. That with respect to paragraphs 14 and 15 of the Refiled Second Amended Complaint, these Defendants crave reference to the real estate records on file in the Lexington County Courthouse as to exact state of plaintiff's title and derivation and to any plats recorded; that they deny that they plan to redraw any property lines; and that they lack sufficient knowledge and information to form a belief as to the remaining specific allegations of these paragraphs of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

13. That they lack sufficient knowledge and information to form a belief as to the specific allegations of paragraphs 16, 17 and 18 of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

14. That these Defendants deny the allegations of paragraphs 19, 20, 21, 22 and 23 of the Refiled Second Amended Complaint as they may be construed to apply to them; and that they lack sufficient knowledge and information to form a belief as to the remaining allegations of these paragraphs of the Refiled Second Amended Complaint, and therefore, they deny the allegations of those paragraphs of the Refiled Second Amended Complaint.

15. That on information and belief these Defendants deny the allegations of paragraph 24 of the Refiled Second Amended Complaint; but Defendants Cox and Dinkins, Inc. and Rawls admit that they claim no ownership interest in any property of the Plaintiff.

16. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraph 25 of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

17. That they deny the allegations of paragraphs 26 and 27 of the Refiled Second Amended Complaint in so far as they may be construed to apply to these Defendants.

18. That with respect to paragraphs 28 of the Refiled Second Amended Complaint, they admit that Defendant Rawls met with Plaintiff at Plaintiff's request and when they met, Plaintiff was provided certain information and/or documents, but they

deny the remaining allegations of this paragraph of the Refiled Second Amended Complaint.

19. That they lack sufficient knowledge and information to form a belief as to the allegations of paragraph 29 of the Refiled Second Amended Complaint, and therefore, they deny those allegations.

20. That they deny the allegations of paragraph 30 of the Refiled Second Amended Complaint.

21. That they deny the allegations of paragraph 31 of the Refiled Second Amended Complaint with respect to notice by the Plaintiff of her claimed injury; that they admit on information and belief that Plaintiff was not the developer of the park and has no interest in the park; and that they deny the remaining allegations of this paragraph of the Refiled Second Amended Complaint.

22. That with respect to paragraph 32 of the Refiled Second Amended Complaint, these Defendants deny that they have ever made any act to take Plaintiff's land or damage or destroy any natural buffer on or at Plaintiff's property; and that they lack sufficient knowledge and information to form a belief as to the remaining allegations of this paragraph of the Refiled Second Amended Complaint and therefore they deny those allegations.

23. That these Defendants deny the allegations of paragraph 33 of the Refiled Second Amended Complaint.

24. That these Defendants deny that they have conspired with anyone as alleged in paragraph 34 of the Refiled Second Amended Complaint; and that they deny the allegations of paragraph 34 of the Refiled Second Amended Complaint.

25. That these Defendants deny the allegations of paragraph 35 of the Refiled Second Amended Complaint.

26. That these Defendants lack sufficient knowledge and information to form a belief as to the allegations of paragraphs 36 and 37 of the Refiled Second Amended Complaint, and therefore, they deny the allegations of those paragraphs of the Refiled Second Amended Complaint.

27. That with respect to paragraph 38 of the Refiled Second Amended Complaint, they admit only that the Plaintiff has attempted to institute and/or pursue this legal action, but they deny the remaining allegations of this paragraph of the Refiled Second Amended Complaint.

28. That these Defendants deny the allegations of paragraph 39 of the Refiled Second Amended Complaint.

29. That these Defendants deny any remaining allegations related to Jurisdiction, Venue and Parties as found in paragraphs 1 through 39 of the Refiled Second Amended Complaint

FOR A FIRST DEFENSE TO THE FIRST CAUSE OF ACTION:

30. That they deny each and every allegation of the First Cause of Action of the Refiled Second Amended Complaint not hereinafter specifically admitted.

31. That with respect to paragraph 40 of the Refiled Second Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 29 of this Answer as if those allegations were set forth in their entirety herein.

32. That they deny the allegations of paragraphs 41, 42, 43, 44, 45, 46, 47, 48 and 49 of the Refiled Second Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

33. That they deny the remaining allegations of the First Cause of Action of the Refiled Second Amended Complaint.

FOR A FIRST DEFENSE TO THE SECOND CAUSE OF ACTION:

34. That they deny each and every allegation of the Second Cause of Action of the Refiled Second Amended Complaint not hereinafter specifically admitted.

35. That with respect to paragraph 50 of the Refiled Second Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 49 of this Answer as if those allegations were set forth in their entirety herein.

36. That they deny the allegations of paragraphs 51, 52 and 53 of the Refiled Second Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

37. That these Defendants deny the remaining allegations of the Second Cause of Action of the Refiled Second Amended Complaint.

FOR A FIRST DEFENSE TO THE THIRD CAUSE OF ACTION:

38. That the allegations of the Third Cause of Action of the Refiled Second Amended Complaint as found in paragraphs 54 through 59 do not apply to these Defendants and therefore, no response is required; provided however, to the extent that any of the allegations of the Third Cause of Action may be construed to apply to these Defendants, those allegations are denied.

FOR A FIRST DEFENSE TO THE FOURTH CAUSE OF ACTION:

39. That they deny each and every allegation of the Fourth Cause of Action of the Refiled Second Amended Complaint not hereinafter specifically admitted.

40. That with respect to paragraph 60 of the Refiled Second Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 38 of this Answer as if those allegations were set forth in their entirety herein.

41. That they deny the allegations of paragraphs 61, 62, 63, 64 and 65 of the Refiled Second Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

42. That they deny the remaining allegations of the Fourth Cause of Action of the Refiled Second Amended Complaint.

FOR A FIRST DEFENSE TO THE FIFTH CAUSE OF ACTION:

43. That the allegations of the Fifth Cause of Action of the Refiled Second Amended Complaint as found in paragraphs 66 through 70 do not apply to these Defendants and therefore, no response is required; provided however, to the extent that any of the allegations of the Fifth Cause of Action may be construed to apply to these Defendants, those allegations are denied.

FOR A FIRST DEFENSE TO THE SIXTH CAUSE OF ACTION:

44. That the allegations of the Sixth Cause of Action of the Refiled Second Amended Complaint as found in paragraphs 71 through 74 do not apply to these Defendants and therefore, no response is required; provided however, to the extent that any of the allegations of the Sixth Cause of Action may be construed to apply to these Defendants, those allegations are denied.

FOR A FIRST DEFENSE TO THE SEVENTH CAUSE OF ACTION:

45. That they deny each and every allegation of the Seventh Cause of Action of the Refiled Second Amended Complaint not hereinafter specifically admitted.

46. That with respect to paragraph 75 of the Refiled Second Amended Complaint, they reallege and incorporate by reference the allegations of paragraphs 1 through 45 of this Answer as if those allegations were set forth in their entirety herein.

47. That the allegations of paragraph 76 of the Refiled Second Amended Complaint call for a legal conclusion and are neither admitted nor denied.

48. That these Defendants deny that they were parties to any conspiracy, if any conspiracy existed and which they deny existed, and they deny the material allegations of paragraphs 77, 78, 79, 80, 81, 82, 83 and 84 of the Refiled Second Amended Complaint in so far as those allegations may be construed to apply to these Defendants.

49. That they deny the remaining allegations of the Seventh Cause of Action of the Refiled Second Amended Complaint.

FOR A FIRST DEFENSE TO THE EIGHTH CAUSE OF ACTION:

50. That the allegations of the Eighth Cause of Action of the Refiled Second Amended Complaint as found in paragraph as found in paragraphs 85 through 89 do not apply to these Defendants and therefore, no response is required to this cause of action; provided however, to the extent that any of the allegations of this cause of action may be construed to apply to these Defendants, those allegations are denied.

FOR A SECOND DEFENSE:

51. That the Refiled Second Amended Complaint fails to state facts sufficient to constitute (a) cause(s) of action against these Defendants for the reasons that a party is

not entitled to recover for an alleged conspiracy where the particular acts charged as the alleged conspiracy are the same as those relied on as the tortuous act or actionable wrong; that a party is not entitled to recover for the emotional distress for careless disregard for the rights of others; that the proper elements for slander of title have not been alleged; and that the Plaintiff has no claim against these Defendants for criminal trespass; that Plaintiff has no claim against these Defendants for many of the matters set forth in the ad damnum clause of the Refiled Second Amended Complaint; and to the extent that the Refiled Second Amended Complaint seeks to recover for a violation of the standard of care (such as the allegations set forth in paragraph 84 of the Refiled Second Amended Complaint) it fails to incorporate an affidavit required by Section 15-36-100 of the 1976 South Carolina Code as amended.

FOR A THIRD DEFENSE:

52. That the Court has previously dismissed an alleged conspiracy claim asserted against these Defendants and the ruling of the Court has become law of the case and by reason of which the Plaintiff cannot recover of these Defendants by reason of law of the case, by judicial estoppel, and/or by waiver.

FOR A FOURTH DEFENSE:

53. That some or all of the claims of the Plaintiff asserted against these Defendants are barred by the applicable statute of limitations.

FOR A FIFTH DEFENSE:

54. That any damages sustained by the Plaintiff were due to and proximately caused by the intervening and superseding acts of a third party or parties for whom this Defendant is not responsible and over whom this Defendant exercised no control.

FOR A SIXTH DEFENSE:

55.. That any damages sustained by the Plaintiff as set forth in the Refiled Second Amended Complaint were due to and proximately caused by the negligence, recklessness, willfulness and wantonness of the Plaintiff which acts combined, concurred, and contributed with any negligence, recklessness, willfulness and wantonness on the part of these Defendants, which is specifically denied, and without which the same would not have occurred, and these Defendants plead the contributory negligence, recklessness and willfulness of the Plaintiff as a defense to this action; and these Defendants would ask that the Court compare the negligence of the Plaintiff with that of these Defendants, if any, and if it is determined that the Plaintiff's negligence was greater than the negligence of these Defendants, which negligence is specifically denied, then Plaintiff should be totally barred from recovery, and if it is determined that the Plaintiff's negligence is equal to or less than the negligence of these Defendants, then the amount of recovery available to the Plaintiff should be reduced by the percentage of the Plaintiff's own negligence, recklessness, willfulness and wantonness.

FOR A SEVENTH DEFENSE:

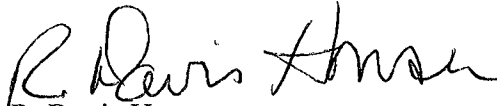
56. That these Defendants did not publish with malice any false statement that was derogatory to the Plaintiff's title that caused any special damages as the result of diminished value of the property of the Plaintiff in the eyes of a third party, and therefore, Plaintiff cannot recover for alleged slander of title.

FOR A DEFENSE TO THE CLAIM FOR PUNITIVE DAMAGES:

57. That the claim against these Defendants for punitive damages is barred as a matter of law because an assessment or award of punitive damages would violate the

constitutional rights of these Defendants including those rights under the due process clause of the Fifth Amendment as applied to the states through the Fourteenth Amendment to the United States Constitution; those rights under the Eighth Amendment, which prohibits excessive fines, as applied to the states through the Fourteenth Amendment; those rights under the Sixth Amendment as made applicable to the states through the Fourteenth Amendment; and, those rights under the relevant provisions of the South Carolina Constitution, including but not limited to, Article I, Section 3; all of which are asserted as bars to recovery of punitive damages against these Defendants.

WHEREFORE, having fully answered the Refiled Second Amended Complaint herein, the Defendants Cox and Dinkins and Donald "Don" Rawls demand that the same be dismissed and that they have such other and further relief as may be just and proper.

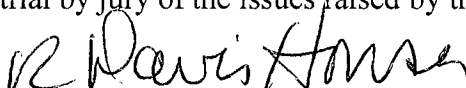


R. Davis Howser
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(803) 758-6000

Attorneys for Defendants Cox and Dinkins
and J. Donald "Don" Rawls

April 12, 2012

These Defendants demand a trial by jury of the issues raised by the pleadings.



R. Davis Howser

CERTIFICATE OF SERVICE

I, the undersigned employee of Howser, Newman & Besley, LLC, attorneys for Defendants Cox and Dinkins, Inc. and Donald "Don" Rawls, hereby certify that I have served a copy of their Answer to the Refiled Second Amended Complaint by depositing same in a United States Postal Service Mail Box directed to Plaintiff listed below, postage prepaid, by regular mail and by certified mail, this 12th day of April 2012, and by email on this date:

Glenda R. Couram, pro se
104 Macaw Lane
Lexington, South Carolina 29073
grcouram@hotmail.com

and by regular mail on counsel for the Defendants as noted below:

L. A. "Smokey" Brown, Jr., Esquire
7567 St. Andrews Road, #102
P. O. Box 1545
Irmo, SC 29063
Attorney for Defendants Mr. and Mrs. Christopher Hooker
And Mr. and Mrs. Carl Reibold
smokeybrown@att.net

Judith W. Harmon

**STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON**

**IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT**

Glenda Renee Couram,
Plaintiff,

CIVIL ACTION NO: 2011-CP-32-01010

v

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.
Carl Reibold; All Persons Claiming any
Legal or Equitable Right, Title, Estate, Lien
or interest in the Property Described in the
Complaint Adverse to the Plaintiff's; Cox &
Dinkins, Inc., Fair Builders/Developers, Inc.
Donald "Don" Rawls & Steve Fair in their
Individual capacities, Carolina Water Svc.,
(CWS), Carolina Trace Utilities, Inc., &
Utilities, Inc., Corporate Offices,
Defendant(s)

**RESPONSE TO DEFENDANTS
COUNTERCLAIM
AND AFFIRMATIVE DEFENSES**

DEMAND FOR JURY TRIAL

NOW COMES the *pro se* Plaintiff, in response to the Defendants' Counterclaim, as follows:

1. The plaintiff request that the defendants counterclaim be dismissed pursuant to Rule 12(b)(6) the counterclaim fails to state legitimate causes of action and is instead a frivolous claim with no basis in fact and a retaliation claim to the plaintiff's action filed initially on December 2010 and March 11, 2011. The Defendants' counterclaim is not plausible on its face, contains unsupported allegations and does not arise out of the transaction or occurrence that is the subject matter of Plaintiff's claim; the defendants has failed to state facts were relief can be granted.

I. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 1 to 33 - the
Plaintiff re-allege all defenses in paragraph one fully as if re-alleged verbatim.

2. According to the information located by the plaintiff in the ROD office the defendants own parcels of land located on Toucan Way constructed in 2004 by Fair Builders.

3. The plaintiff agrees that the boundary lines have been established since on or about 1980 when Wrenwood was initially development and or planned as a housing development.
4. The plaintiff agrees that the proper process is to record all deeds, surveys and plats in the ROD Office and would assume that the defendants Phase V (five) deeds, etc., were registered as required as well as the plats and surveys of the plaintiff's (Phase IV) deeds, etc., were recorded in 1994, Wrenwood Subdivision in 1980 on or about and Carolina Water Service.
5. Plaintiff denies her action filed on December 2010 (which is the cause of this counterclaim) is solely about the boundary line between the adjoining properties.
6. It is a minor issue made prominent by the defense to misdirect the court from the true issues of this action therefore, this counterclaim should be dismissed as lacking merit and failure to state a claim where relief can be granted.
7. This is about the illegal actions of each defendant named in conspiring to take 15 feet¹ of the plaintiff's property located on Macaw Lane Phase IV claiming the property as their own and the destruction of shrubs and trees straddling the boundary lines shared by the plaintiff and the defendant(s).
8. The plaintiff denies the defendants were digging holes on their property, simply cutting down trees and shrubs on their property if they were digging, etc., on their own property this lawsuit would not exist. This matter is about destruction of the natural fence that affects the plaintiff **and** the defendants crossing over the boundary line onto 15 feet of the plaintiff's property, digging a hole while the plaintiff was away to plant a black hose (see

¹ The 2004 survey shows that plaintiff's property was marked to be a sewer for the defendants project and properties.

photos that will be admitted into evidence) deliberately causes the plaintiff fear and mental anguish and once again calling the police (Officer Creech with Lexington County).

9. The defendants fail to state a claim that would allow recovery or damages with these unsupported self serving allegations in this counterclaim and it should be dismissed.

10. The plaintiff denies the defendants blatant incorrect statement that the plaintiff has owned her property since March of 1994. **The Plaintiff did not purchase the property in Phase IV until April 1994** which is clear on all documents with the ROD office.

11. The plaintiff cannot comment on any erection of fences because there have not been any fences erected but agree the defendants have the right to erect a fence as long as it does not interfere with the rights and properties of the plaintiff (see pictures/report).

12. The defendants has failed to state a claim that would allow recovery or damages and these allegations are unsupported, self serving and should be dismissed.

II. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 34-37 - the Plaintiff re-allege all defenses in paragraph 1 thru 12 fully as if re-alleged verbatim.

13. The plaintiff denies applicability of the Statue of Laches Doctrine the plaintiff was not aware the defendants coveted her property until they made a move on the land in December 2010.

14. Prior to the trespass, conversion, takeover, invasion, etc., by the defendants in 2010, the plaintiff verbally in 2006/7, let Hooker know that he was cutting the grass over the boundary line, pointed out the logs that were in place, there was never any other overt actions from Hooker until December 2010.

15. In or around 2005/6, plaintiff placed two logs to mark the boundary lines between the properties based on the survey stakes planted by the 2004 surveyor (Cox and Dinkins). They

remain in place today (photos). Under the doctrine of laches it connotes not only an undue lapse of time, but also negligence and opportunity to have acted sooner; *Id.* at 421, 434 at 28

16. In order to prevail in this defense the defendants has to show (1) delay, (2) unreasonable delay, and (3) prejudice; *Hallums v. Hallums*, 296 S.C. 195, 199, 371 S.E.2d 525, 528 (1988).

17. The defendants has failed to state a claim that would allow recovery or damages and these allegations are unsupported, self serving and should be dismissed.

III. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 38 to 40 - the
Plaintiff re-allege all defenses in paragraph 1 to 17 fully as if re-alleged verbatim.

18. The plaintiff denies the defense of Statute of Limitations based on the Discovery Rule Doctrine as the plaintiff was not aware of or suffered any injury until December 2010 the Discovery Rule applies and is invoked.

19. The plaintiff was not aware of the defendants' intentions until December 2010 and once again plaintiff has never contested the boundary lines separating the properties because there was never a need she lived in peace in acquiesce for 10 years with the Association (park).

20. As the plaintiff was not part of this construction of the "park" she had no way of knowing of the conspiracy that began in 2004 to illegally relieve her of her property. The Discovery Rule Doctrine says:

21. *"Sometimes it is not reasonably possible for a person to discover the cause of an injury, or even to know that an injury has occurred, until considerably after the act which causes the injury. For example, an error in the drafting of a will might not be noticed until the will is being*

executed, decades after it was drafted, or a financial planner's embezzlement might not be noticed for years due to the issuance of false statements of account."

22. When it applies, the "discovery rule" permits a suit to be filed within a certain period of time after the injury is discovered, or reasonably should have been discovered as the plaintiff was an adjoining property owner there was no need for her to go to the ROD Office and review the defendants' survey or deed until December 2010.

IV. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 41 to 44 - the
Plaintiff re-allege all defenses in paragraph 1 to 22 fully as if re-alleged verbatim.

23. Denied by the plaintiff the boundary lines are clearly established and has been since the beginning of the development of Wrenwood. However, if the defendants need to have a survey done any and all costs should be theirs. There is an abundance of evidence detailing the common boundary lines between Phase IV and Phase V.

24. The defendants fail to state a claim that would allow recovery or damages and these allegations are unsupported, self serving and should be dismissed.

V. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 45 to 49 - the
Plaintiff re-alleges all defenses in paragraph 1 to 24 fully as if re-alleged verbatim.

25. This defense is denied, this matter has nothing whatsoever to do with Time Warner Cable as the property in this matter is located on the right were Toucan Way is located. Again, the defense makes no sense whatsoever.

26. Collateral Estoppel is denied – this action has not been litigated previously and the plaintiff could not have known that the defendants would lay claim to her property five years after they purchased the homes on Toucan Way.

27. Res Judicata is denied

28. The defendants again fail to state a claim that would allow recovery or damages and these allegations are unsupported, self serving and should be dismissed.

VI. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 50 to 53 - the Plaintiff re-allege all defenses in paragraph 1 - 28 fully as if re-alleged verbatim.

29. Plaintiff denies Doctrine of Declaratory Judgment applicability. Declaratory Judgment **can only** come into play if there is a substantial controversy which there is not as to the boundary line. "For there to be a controversy to justify declaration, it must include a right claimed by one party and denied by the other." That is not the case here because the plaintiff does not deny the boundary line adjoining the properties.

30. Far more important the plaintiff has already suffered damages, her rights have already been violated and injury by the defendants have occurred which make declaratory judgment inappropriate as a defense.

31. Any request for attorney fees should be denied the defendants any right to any form of attorney fees, etc., no contract is involved.

32. The defendants has again failed to state a claim that would allow recovery or damages and these allegations are unsupported, self serving and should be dismissed.

VII. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 54-61 - the Plaintiff re-allege all defenses in paragraph 1 thru 32 fully as if re-alleged verbatim.

33. Plaintiff denies this Nuisance defense in its entirety as well as denies the defendants are entitled to punitive damages.

34. The only time the plaintiff was ever on the defendant side of the line was in police presence and when she discussed and denied Reibold access to her side of the natural fence (see letter).

35. The only time the plaintiff has ever spoken to or had contact with Reibold was during the December 2010 invasion (or as previously mentioned she did not spoke to Reibold the police did) and to Hooker back in 2006/7 and during December 2010.

36. The defendants again fail to state a claim that would allow recovery or damages and these allegations are unsupported, self serving and should be dismissed.

VII. RESPONSE TO AND AFFIRMATIVE DEFENSE TO LINES 62-67 - the
Plaintiff re-allege all defenses in paragraph 1 thru 36 fully as if re-alleged verbatim.

37. Plaintiff deny causing any infliction of emotional distress on the defendants (at the time of this legal action fruition the plaintiff had an undiagnosed blood clot in her left leg it was not diagnosed until February 2012).

38. Plaintiff denies every seeing or having any contact with the defendants children or grandchildren prior to filing this legal actions and certainly prior to filing this action initially in December 2010.

39. The plaintiff lived next door to a neighborhood park from 1994 to 2004 with children coming and going in abundance

40. There were **never** any children present and the plaintiff requires strict proof of all slander/defamatory per se, self serving and malicious allegations.

41. If the defendants are so afraid of the plaintiff why come onto her property and tell her to sue them at the exact moment she arrived from? Why continue to trespass on her property? Why was she, the one who called the police when they (defendants) were in fear of their children's safety and the threat to them?

42. The defendants again fail to state a claim that would allow recovery or damages and these allegations are unsupported, self serving and should be dismissed.

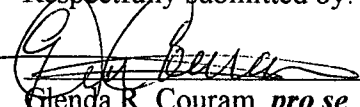
WHEREFORE, the plaintiff prays for the complete dismissal of this counterclaim as the defense cannot prove any claims alleged and that:

- (a) all of the defendants request for costs be denied in its entirety (the defense has is manipulating this court and attempting to mislead the court in complete disdain of the truth, in complete disregard for the actual facts in this matter).
- (b) any and all prayers for relief against the plaintiff be dismissed with all costs and fees being granted to the plaintiff in the amount of fifty thousand dollars (\$50,000) including punitive damages and any and all other relief set by this court.
- (c) this counterclaim by the defendants be declared a frivolous claim without merit and sanctions be applied as set by this court as the allegations of child abuse is a far reaching reprehensible allegation that can cause insurmountable harm to the plaintiff reputation in her work place, in her neighborhood and in her future endeavors.
- (d) the court recognizes that there is no controversy as to the boundary lines and therefore a declaratory judgment should be dismissed. The whole purpose of the counterclaim is to mislead and twist the facts.
- (e) the court grant a judgment in favor of the plaintiff for actual, incidental and consequential damages as well as punitive damages in favor of the plaintiff.
- (f) any and all cost expended by the defendants for their defense be paid by them as they caused this matter and they are the only ones that should be held responsible for their costs **but for their actions** this action would not be and the plaintiff would not have suffered excessive injury.

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(h) this court grant such other and further relief as it deems just and proper whether in law or in equity.

Respectfully submitted by:


Glenda R. Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
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803 896-7509

Dated this 17th, day of May 2012
Lexington County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON**

**IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT**

Glenda Renee Couram,
Plaintiff,

CIVIL ACTION NO: 2011-CP-32-01010

v

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.
Carl Reibold; All Persons Claiming any
Legal or Equitable Right, Title, Estate, Lien
or interest in the Property Described in the
Complaint Adverse to the Plaintiff's; Cox &
Dinkins, Inc., Fair Builders/Developers, Inc.
Donald "Don" Rawls & Steve Fair in their
Individual capacities, Carolina Water Svc.,
(CWS), Carolina Trace Utilities, Inc., &
Utilities, Inc., Corporate Offices,
Defendant(s)

AFFIDAVIT OF SERVICE

CERTIFICATE OF SERVICE

DEMAND FOR JURY TRIAL

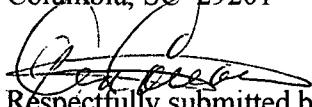
I, the undersigned, hereby certify that I have served a Response to the Defendants' counterclaim on the Court and sent a copy to the Defendants as listed below on this 16th, day of May by personally depositing a copy in the U.S. postal mail box with adequate postage pre-paid.

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Respectfully submitted by:

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803 896-7509

Dated this 17th, day of May 2012
Lexington County, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT

Glenda Renee Couram,)
Plaintiff,)

CIVIL ACTION NO: 2011-CP-32-01010

v)

PLAINTIFF'S MOTION FOR
RECONSIDERATION, SET ASIDE
JUDGMENT AND NEW TRIAL

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.)
Legal or Equitable Right, Title, Estate, Lien)
or interest in the Property Described in the)
Complaint Adverse to the Plaintiff's; Cox &)
Dinkins, Inc., Fair Builders/Developers, Inc.)
Donald "Don" Rawls & Steve Fair in their)
Individual capacities, Carolina Water Svc.,)
(CWS), Carolina Trace Utilities, Inc., &)
Utilities, Inc., Corporate Offices,)
Defendant(s))

DEMAND FOR JURY TRIAL

PLAINTIFF'S MOTION FOR RECONSIDERATION AND NEW TRIAL¹

Pursuant to South Carolina Rules of Civil Procedure 50, 59 and 60, plaintiff *pro se* Glenda Couram moves for reconsideration of the Court's ruling of directed verdict or summary judgment in favor of the Defendants Cox and Dinkins, J Donald Rawls, Steven A. Fair, Carl Reibold and Christopher Hooker for civil conspiracy, intentional infliction of emotional distress, trespass and slander of title (Cox and Dinkins, Fair and Rawls) and the jury verdict in favor of Defendants Reibold and Hooker on Trespass July 10, 2013. Grounds for reconsideration include multiple instances of bad faith, perjury (subornation of perjury) and contrary record evidence that were not addressed by the Court. Plaintiff also requests a new trial.

¹ Rule 203(b)(1), SCACR, requires that the notice of appeal be served on all respondents within thirty days after receipt of written notice of entry of the order or judgment. The rule further provides, however, that "[w]hen a timely . . . motion to alter or amend the judgment (Rules 52 and 59, SCRCP) . . . has been made, the time for appeal for all parties shall be stayed and shall run from receipt of written notice of entry of the order granting or denying such motion." (emphasis added). A motion under Rule 59(e) is timely if it is "served not later than 10 days after receipt of written notice of the entry of the order." If a timely motion is made pursuant to Rule 59, the time for appeal runs from the receipt of written notice of entry of the order disposing of the motion. Rule 59(f), SCRCP. See Otten v. Otten, 287 S.C. 166, 167, 337 S.E.2d 207, 208 (1985) (stating that when a party makes a motion for reconsideration, "the time for appeal from the judgment begins to run from the time of the order granting or denying the motion").

In *Coward Hund Construction Co. v. Ball Corp. & Carolina Glass Contractors*" the SC Court of Appeals confirmed: the purpose of Rule 59(e), SCRPC, to alter or amend the judgment[,] is to request the trial judge to 'reconsider matters properly encompassed in a decision on the merits.'" *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992) (quoting *Budinich v. Becton Dickinson and Co.*, 486 U.S. 196, 200 (1988)). As one authority has noted, "Once the issue has been properly raised by a Rule 59(e) motion, it appears that it is preserved and a second motion is not required if the trial court does not specifically rule on the issue so raised." James F. Flanagan, *South Carolina Civil Procedure* 475 (2d ed. 1996).

Argument

A. GOVERNING STANDARDS FOR DIRECTED VERDICT AND SUMMARY JUDGMENT

"When reviewing the grant of summary judgment, the appellate court applies the same standard applied by the trial court pursuant to Rule 56(c), SCRPC." *Fleming v. Rose*, 350 S.C. 488, 494, 567 S.E.2d 857, 860 (2002). "Summary judgment is appropriate when it is clear that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law." *Baird v. Charleston County*, 333 S.C. 519, 529, 511 S.E.2d 69, 74 (1999). "In determining whether any triable issue of fact exists, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the non-moving party." *Summer v. Carpenter*, 328 S.C. 36, 42, 492 S.E.2d 55, 58 (1997).

"When reviewing the denial of a motion for directed verdict or JNOV, this Court applies the same standard as the trial court." *Gibson v. Bank of America, N.A.*, 383 S.C. 399, 405, 680 S.E.2d 778, 781 (Ct.App.2009). "The Court is required to view the evidence and inferences that reasonably can be drawn from the evidence in the light most favorable to the non-moving party." *Id.* "The motions should be denied when the evidence yields more than one inference or its

inference is in doubt.” Id. “An appellate court will only reverse the [trial] court's ruling when there is no evidence to support the ruling or when the ruling is controlled by an error of law.” This Court will reverse only where there is no evidence to support the trial court’s ruling, or where the ruling was controlled by an error of law. *Clark v. S.C. Dep’t of Public Safety*, 362 S.C. 377, 382-83, 608 S.E.2d 573, 576 (2005); *Steinke v. S.C. Dep’t of Labor, Licensing & Regulation*, 336 S.C. 373, 386, 520 S.E.2d 142, 148 (1999); *Abu-Shawareb v. S.C. State Univ.*, 364 S.C. 358, 613 S.E.2d 757 (Ct. App. 2005); *Welch v. Epstein*, 342 S.C. 279, 300, 536 S.E.2d 408, 418 (Ct. App. 2000). *Harvey v. Strickland*, 350 S.C. 303, 309, 566 S.E.2d 529, 532 (2002); *Hanahan v. Simpson*, 326 S.C. 140, 149, 485 S.E.2d 903, 908 (1997).

B. BACKGROUND

Plaintiff initially filed this action on or about January 2011, against Hooker and Reibold for trespass, invasion of privacy, etc., and Carolina Water Service for adverse possession of the well site square. The defendants Reibold and Hooker after plaintiff filed her complaint filed a cross complaint, including a motion of declaratory judgment after a filed suit and damages had already occurred.²

Judge Keesley dismissed the complaint because the plaintiff was allowed to file indigent. Plaintiff refiled in or about March 2011. She refiled adding additional defendants after meeting with J. Donald Rawls and realizing the extent of the conspiracy to deprive her of her property and named Cox and Dinkins, J Donald “Don” Rawls, Steven Fair, Hooker and Reibold (see caption). The Defendants refiled their cross complaint.

² They included a cause of action accusing the plaintiff of child abuse. Plaintiff asked Hooker about this and the trial Judge became upset and accused stated the frivolous claim action to the Plaintiff Brown the Attorney showed the Judge in his cross complaint the allegations. The plaintiff in this Motion for Reconsideration, new trial, etc., ask the court for a ruling on the cross complaint.

Prior to an Order by Judgment McMahon the plaintiff had refiled an amended complaint dropping all negligence charges against the defendants and the amended complaint was accepted by the court in or around June 2011 and both defense attorneys.

Carolina Water Service (CWS) deeded over (vested) to the plaintiff the square parcel of land given to them by Lexington County. The easement was granted by Kohn for their well site and released all rights to the easement under Order of Judge Birch who also denied Plaintiff request for Default Judge against Steve Fair. The easement used to maintain the well site was a relationship between the plaintiff, CWS and Kohn only per the laws of the land.

Plaintiff purchased her property in April 1994 – Phase IV. Plaintiff purchase was in reliance that the Neighborhood Park would never be sold/developed. On the property at the time of purchase was CWS “well site” consisting of housing and a pump. The housing was taken down and the pump cut done in or about 1996 due to fires being set. The plaintiff’s property was the last to be sold in Phase IV construction in Wrenwood Subdivision had been completed. The deed is located in Book 475 Page 5, dated on or about 1985 RMC Office for Lexington count May.3, 1985 Plat Book 200-G Page 887. Firsthand knowledge of the plaintiff with the evidence submitted into the court record.

At some point around 2001 or 2002 the County of Lexington sold the donated Wrenwood Subdivision neighborhood park for back taxes to a Mr. Hawkins who eventually sold the land to Steve Fair of Fair Developers.

During the construction of the Park and Phase V - Fair Developers in 2004 destroyed plants and shrubs on the Plaintiff’s property and via letters he promised to replace the shrubs instead he merely put up a black tarp and refused to replace the shrubs. Plaintiff took Fair to Court for damages, she lost – the Magistrate would not allow the Plaintiff to supply the jury with

dates the pictures of damage was taken even through it was made known to the court the damages took place in 2004.³ There was *no contractual* relationship between the Plaintiff and Defendant Fair and his entry onto her property and destruction was considered a trespass which she was not aware of at the time and only sued for replacement of the shrubs.

After the 2005 trial the plaintiff was out in her yard on the left side where CWS⁴ 15 foot access was located for maintenance of their well site and the additional 5 feet utility easement and she looked up and saw Reibold (purchased the smallest lot in Phase V) talking on the phone shortly thereafter Fair showed up and they watched her the entire time (phoned the police who talked to Reibold apparently via his testimony) this was in or around 2006. Plaintiff testified to this incident on or about July 9th, 2013. (Per Reibold's testimony)

The next incident per Hooker's testimony, he was out cutting his grass plaintiff informed him he was cutting across the boundary line and the activity stopped and apparently per the defendant the plaintiff saw him spraying trees and shrubs in the vicinity of the natural fence and around her crepe myrtles and asked him to be careful. Plaintiff, if this incident took place fail to see how that was harming anyone asking them to be careful with pesticides particular since his children's swing set was located right next to the natural fence.

On or about December 6, 2010, the plaintiff arrived at the house per her testimony and saw the defendants out cutting down the natural fence and across the boundary lines she went over and spoke with Reibold, (Hooker left); took pictures of him describing his property line (submitted into the record – the picture shows Reibold standing on his property line with all the

³ During this same time TWC asked the plaintiff to allow them to place a cable box on her property for the neighbors to her right she denied the request and arrived home one day to learn they put the box on the property anyway, they refused to move the box and plaintiff took them to court and lost but the cable box was removed and she closed up the opening

⁴ In April 2013 the well site property was deeded over to the Plaintiff and all access to the 15 foot easement was relinquished by CWS per court Order of Judge Burch.

stakes they had removed beside him. He was in line with a large oak tree depicted on their survey done by Cox and Dinkins in 2004. Plaintiff explained to him he was harming her trees and shrubs with what he was doing. He asked her if she wanted him to trim her trees and plants over the boundary line, plaintiff denied the request and wrote a letter to clarify what she said (Attachment)⁵, she also sent a letter to Mr. and Mrs. Hooker to explain the property lines after speaking with Rawls and meeting with ROD to have her plat explained. (Reibold's lot is the smallest of the four lots on the Cox and Dinkins Survey and the property line runs with lots C and D. The contractual survey he has with Fair and Cox and Dinkins clearly show that his lot does not extend beyond the Oak tree and there is a 1/2 rebar which prove this as well.

(The Judge denied the plaintiff the right to explain her knowledge stating she was not an expert – this was not a claim for negligence but for trespass, slander of title, civil conspiracy, nuisance, invasion of privacy, etc.

Reibold also testified that in the letters dated December 6 and 8th the plaintiff used the words “black” and “stupid” there is no such words in the letters sent to either of the defendants. After that she wrote an addressed letter to Reibold that did not contain those words testified to by sworn testimony of Reibold. The court denied plaintiff's request to submit the letters into evidence. (Attachment three letters – addressed to Reibold and To Whom It May Concern – Plaintiff did not know the name of the defendants until her meeting with ROD and Police Reports).

Hooker testified he was never on the plaintiff's property in fact she was on his because when he pointed this out to her she “skedaddle” back over to her side of the property line. The

⁵ Plaintiff after this letter was brought into the record by Mr. Reibold and the Jury asking to see a copy, the court searched and could not find the letter the plaintiff brought the letter in the next day July 10, 2013 the court and defense denied to place it into evidence but did allow plaintiff to reference the letter after it was introduced by the defense

plaintiff has never been on the Hookers or Reibold' property except when she dropped of the letter in his front door

Hooker testified that he and a friend decided to locate the property lines and based on his survey done by Cox and Dinkins and located the boundary line rebar and upon locating the bar he placed a black hose and this was located at the end of the boundary line based on the survey/plat of Cox and Dinkins and this was done on December 10, 2010. However, the plaintiff did not see the hose until December 15th, the reason for calling police. This hose was planted about 20 feet inside the plaintiff's property line and in the 20 foot setback on the front portion of the plaintiff's property.

In direct contradiction of Hooker's sworn testimony and his Admissions; Officer Creech in his report memorialized that the *disputed property was an easement* running to CWS service⁶ (Attachment Police Report of Officer Creech). In fact Hooker did in fact cross the boundary line of Phase IV and V, dug up the plaintiff's property and did place a black hose onto the property as testified to by the Officer prior to his dismissal by the Court. (The asked the plaintiff if she was done with the witness stepping from the stand she said yes and learned the next day of trial the court had dismissed her witnesses for the remainder of the trial and denied plaintiff's request to have them resumed).

The officer was reluctant to testify if not hostile – but he admitted that contrary to Hooker's testimony they were on the plaintiff's property for a period of time after she went inside on December 16th, 2010, talking and only left after she asked for a report which he admitted he told her he would not do but may add to the one from the previous day. He also stated "GLENDA COURAM stated the property was hers because she lived their longer" a true

⁶ which was attached and running with the plaintiff 's property an easement that was by law only between the Plaintiff, August Kohn and CWS).

statement because the plaintiff purchased the land in April 1994, the easement is part of her deed and survey and she had taken care of the property as outlined in the restrictive covenant for Phase IV, the property lines were established in 1986, 1991, 1993 and 1994 and the easement or "disputed" property has continued to run with her land, acquiesced to by the Wrenwood Association and the park and by 2006 she had owned the "disputed" land and or easement for over ten years which reverted back to her in 1991 when CWS moved from the area. And Lexington County Water took over as she testified to in court.

Plaintiff's second witness, Draft of Draft Surveying did two plats of the plaintiff's Property neither of those Plats show a ½ rebar located on or about 20 feet inside the plaintiff's boundary line (in the setback area of the front). Neither does the referenced plats of Cox and Dinkins and Rawls. After his resistance, like the Officer, to answering her questions and speaking only on the issues of the defendants relating to negligence which was not a cause of action and their calculations the plaintiff asked Draft straight out if there was a ½ rebar located on her plat he respond "No, this is not your plat" – the plat was the one he did for Steve Hendricks Builders in 1993 of the plaintiff's property. Plaintiff went and produced her plat with her name on it and asked the question again at which point Draft reluctantly testified that there was no old ½ rebar within the 15/20 feet of the plaintiff's property as depicted by survey/plat, filed and certified in or about September 2004 in ROD office. This final admission was also in harmony with his Admissions and direct contrast with the defendants Cox and Dinkins Admission were they claim that the ½ rebar was planted by Draft.

The testimony of Draft was looked for by the court after Plaintiff's objections and attributed to the defendants Cox and Dinkins and Rawls. Plaintiff objected and was told not to

argue with the Reporter or the Court; even though it was the court reporter that showed her the dates that proved her statements to the court.

The plaintiff had no say what the defendants' put on their property unless it was harming others. If the defendants as proven by Reibold in 2012, wanted to put up a fence to protect his grandchildren that was on him it had no bearing on the plaintiff's property the fence was put up on his boundary line in front of the Oak tree monument as described on his survey/plat by Cox and Dinkins, Fair and Rawls and directly on his boundary line. (Except per the Restrictive covenant he could not place his fence inside an easement which was running with the plaintiff land.

The adjacent homeowner, the plaintiff was not part of Phase V, she had no contractual relationship, nor a third party relationship with either of the defendants and they did conspire, slander her title, invade her privacy, was a nuisance, and caused emotional and mental distress, etc., as the evidence proved.

C. PHASE IV RESTRICTIVE COVENANT FILED IN THE ROD OFFICE

The courts have stated "A restrictive covenant runs with the land, and is thus enforceable by a successor-in-interest, if the covenanting parties intended that the covenant run with the land, and the covenant touches and concerns the land." *Marathon Fin. Co. v. HHC Liquidation Corp.*, 325 S.C. 589, 604, 483 S.E.2d 757, 765 (Ct. App. 1997) (citations omitted). "[A] party seeking to enforce a covenant must show the covenant applies to the property either by its express language or by a plain and unmistakable implication." *Charping v. J.P. Scurry & Co., Inc.*, 296 S.C. 312, 314, 372 S.E.2d 120, 121 (Ct. App. 1988) (citations omitted).

States page 33-35 that paragraph 6 that "easements for the installation of utilities and drainage facilities are reserved by W.J.S., Inc., their successors and assigns, as shown on the recorded Plat and over five (5) along each side line of each lot and /front and rear ten (10) feet of

each lot. Within these easements, no structure, planting of other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water..... to the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvement for which a public authority or utility company is responsible.”

The Plaintiff from 1994 to date had complied with that covenant. She had maintained the natural fence with runs her 5 foot utility easement and she has maintained the 15 ft easement that granted CWS access to their well site that runs with the “the dispute land.”

The fact that Cox and Dinkins, Fair and Rawls did not identify the two easements, failed to record the two easements was a malicious and willful violation of the plaintiff’s rights that resulted in continual trespass, continual nuisance, civil conspiracy, mental anguish and invasion of privacy and a violation of their state sanction duty as surveyors.

D. COX AND DINKINS, FAIR AND RAWLS

The defendants Cox and Dinkins nor the other defendants offered any testimony or proof that they did not trespassed on the plaintiff’s property, locate a ½ rebar located 15 to 20 feet inside her property line. They did not supply any evidence except in their Admissions, of where the rebar came from except to say it was placed by Draft Surveying who denied placing the rebar but admitted to placing one rebar in the back of plaintiff’s property (IPF iron) near the CWS site. After the plaintiff completed her testimony the court removed the Jury and granted the defendants motions for summary judge or direct verdict except as to the trespass by Hooker and Reibold.

The plaintiff never questioned the defendants' expertise in surveying the questions that was before the court was whether or not the defendants trespassed, invaded Plaintiff's privacy, causes her emotional distress or mental anguish, conspired to take her land with a fraudulent survey that slandered her title, etc. The plaintiff's property was not included in the survey contract. She had owned her land for over 10, 12, 13 years prior to either of the defendants. (See Walker v Lindsey, 2005-UP-207).

LEGAL ANALYSIS

I. DID THE TRIAL COURT ABUSE ITS DISCRETION AND PREJUDICE THE PLAINTIFF WHEN HE GRANTED DEFENDANTS REIBOLD AND HOOKERS' MOTION FOR DECLARATORY JUDGMENT?

The defendants requested and were granted a motion to have a court ordered survey done by Judge McMahon. They were ordered to inform the Plaintiff of the time and place. They never had the survey done but shortly thereafter Mr. Reibold put up his fence and the Hookers moved away.

The defense counsel stated that they did not comply with the order because the two surveyors they contacted were afraid of being sued.⁷ The plaintiff's property was not being surveyed just the defendants so any threat of suit would have been by the defendants not the plaintiff's.^{8 9} The plaintiff also never had a doubt about the location of her property thus the action with CWS that was part of this action. The only ones who were in doubt about their property were the defendants as a result of their survey. Also, Officer Creech memorialized the fact that the property in dispute was the easement running with the plaintiff's property and the

⁷ Stated to Judge McIntosh on July 8, 2013

⁸ The plaintiff in this Motion for Reconsideration, new trial, etc., ask the court for a ruling on the cross complaint.

⁹ The plaintiff did not discovery or suffer injury as a result of the survey until 2010; per the discovery rule. The plaintiff was never at any time in a contractual relationship with either of the defendants and did not file a negligence cause of action nor could she do not by law. None of the defendants had a legal basis for being on her property for any purpose. The plaintiff had no idea or reason to believe her property had been slander or was in jeopardy until 2010.

location that Hooker placed the hose 15 to 20 feet across the boundary line at approximately this was done while the plaintiff was a work and waiting for upon her return so was Hooker who showed up at the same time.

"A suit for declaratory judgment is neither legal nor equitable, but is determined by the nature of the underlying issue. An issue essentially one at law will not be transformed into one in equity simply because declaratory relief is sought." *Felts v. Richland County*, 303 S.C. 354, 356, 400 S.E.2d 781, 782 (1991). An insurance policy is a contract between the insured and the insurance company. *Gordon v. Colonial Ins. Co.*, 342 S.C. 152, 155, 536 S.E.2d 376, 378 (Ct. App. 2000). Contract actions are actions at law. *Hofer v. St. Clair*, 298 S.C. 503, 508, 381 S.E.2d 736, 739 (1989). In an action at law, on appeal of a case tried without a jury, we may not disturb a trial court's findings of fact unless those findings are "wholly unsupported by the evidence or controlled by an erroneous conception or application of the law." *Maddux Supply Co. v. Safhi, Inc.*, 316 S.C. 404, 406, 450 S.E.2d 101, 102 (Ct. App. 1994). There was no controversy except on the part of the defendants.

a. Doctrine of Acquiescence "A boundary dispute is an action at law, and the location of a disputed boundary line is a question of fact." *Bodiford v. Spanish Oak Farms, Inc.*, 317 S.C. 539, 544, 455 S.E.2d 194, 197 (Ct. App. 1995) (citations omitted). "A disputed boundary line can be established by acquiescence of the parties." *Kirkland v. Gross*, 286 S.C. 193, 197, 332 S.E.2d 546, 548-49 (Ct. App. 1985), receded from on other grounds by *Boyd v. Hyatt*, 294 S.C. 360, 364 S.E.2d 478 (Ct. App. 1988). "[A]cquiescence is a question of fact determined by the intent of the parties." *Id.* at 198, 332 S.E.2d at 549.

[I]f a party stands by, and sees another dealing with property in a manner inconsistent with his rights, and makes no objection, he cannot afterwards have relief. His silence permits or

encourages others to part with their money or property, and he cannot complain that his interest[s] are affected. His silence is acquiescence and it estops him.”

“If adjoining landowners occupy their respective premises up to a certain line, which they mutually recognize and acquiesce in for a long period of time, they are precluded from claiming the boundary line thus recognized and acquiesced in is not the true one.” *Gardner v. Mozingo*, 293 S.C. 23, 26, 358 S.E.2d 390, 392 (1987). “In other words, such recognition of, and acquiescence in, a line as the true boundary line, if continued for a sufficient length of time, will afford a conclusive presumption that the line thus acquiesced in is the true boundary line.” *Knox v. Bogan*, 322 S.C. 64, 72, 472 S.E.2d 43, 48 (Ct. App. 1996). The length of time required is usually that prescribed by the statute of limitations. *Id.* However, acquiescence can be established even if the period of time is very short; acquiescence need not continue for the period necessary to establish adverse possession. *McClintic*, 228 S.C. at 384, 90 S.E.2d at 366. For a new boundary to be established by acquiescence, both parties must recognize a particular line constituted the true property line. See *Croft v. Sanders*, 283 S.C. 507, 510, 323 S.E.2d 791, 793 (Ct. App. 1984).

Additionally, when boundary lines have “been located and designated by monuments and there is a discrepancy between the calls for these monuments and courses and distances shown by a plan referred to in the conveyance, the normal rule as to the controlling effect of calls for monuments will be followed.” *Klapman v. Hook*, 206 S.C. 51, ___, 32 S.E.2d 882, 883 (1945). “[U]nder the rules for determining disputed boundaries ‘the quantity of land named in the deed is ordinarily one of the lowest in the scale of importance.’” *Id.* at ___, 32 S.E.2d at 883 (quoting *Holden v. Cantrell*, 100 S.C. 265, 84 S.E. 828 (1915)).

The plaintiff purchased her property in 1994. She lived in harmony with the Wrenwood Subdivision Association cutting the grass up to the known boundary line located near the fire hydrant and she maintained the CWS well site and the two easements along with the section of natural woods. Both the plaintiff and the subdivision lived this way up and until 2004. After that the Plaintiff marked the area clearly showing that she was marking that the section of the natural woods was inclusive as it had been with the subdivision. The defendants at each time the plaintiff informed them they were trespassing stayed away from property until December 2010 when they both made an aggressive attempt to cut down the natural woods and then laid claim the two easements running with the plaintiff's land based on the 2004 plat of Cox and Dinkins, done for Fair and filed by Rawls.

The Plaintiff put into evidence plats dated from 1983, 1986, 1990, 1991, 1994 as proof of easements and property lines. The plaintiff's provided evidence of ownership of the property and land for over 17 years; ten years before the development of the park and eight years after that development. See Coker v. Cummings, No. 4471, December 18, 2008 - SC Court of Appeals

b. **Declaratory Judgment** was granted by the Court as the defendants' request to show where the true boundary lines were. The plaintiff repeatedly and with her plat and testimony from Draft provided evidence of the boundary line her property. The plaintiff also explained that she located a rebar/pin that determined the boundary line of the natural fence as running with the plaintiff's property as acquiescence between herself and the Subdivision. The plaintiff had a plat from Drafts dated 1993 and 1994 that told her where her lines were. She was able to use the stakes planted by Cox and Dinkins in 2004 to mark the lines with logs where they remained until December 2010.

In *Uxbridge Co. v. Poppenheim*, 135 S.C. 26, 30-31, 133 S.E. 461, 462 (1926) the court held (when the plaintiff cannot prove with certainty where a boundary line is to show the defendant has overstepped it, ordinary remedies at law are inadequate and such a circumstance requires the interposition of equity).

In granting the defendants' declaratory judgment the Court prevented the Plaintiff from telling the jury about the easement and to show them where the easement was located, the jury was only allowed to review the survey of Cox and Dinkins and the defendants in their deliberations.

II. DID THE TRIAL COURT PREJUDICE THE PLAINTIFF WITH THE JURY WHEN HE DISMISSED ALL CAUSES OF ACTION LEAVING ONLY TRESPASS AGAINST REIBOLD AND HOOKER?

A trespass is any intentional invasion of the Plaintiff's interest in the exclusive possession of his property." *Hawkins v. City of Greenville*, 358 S.C. 280, 293, 594 S.E.2d 557, 564 (Ct. App. 2004) (quoting *Hedgepath v. Am. Tel. & Tel. Co.*) In *Green Tree Servicing v. Williams* filed in 2008 in SC Court of Appeals the ruled if a plaintiff establishes a willful trespass, the damages from invasion of the Plaintiff's legal right will be presumed sufficient to sustain the action even though such damages may be only nominal and not capable of measurement. *Hinson v. A. T. Sistare Construction Co.*, 236 S.C. 125, 113 S.E. 2d 341, 344 (1960).

The trespass law recognizes that owners of property have inherent rights, perhaps the most important being the right to the "exclusive" use of their property. The defendants are liable for their invasion of my property without permission and or consent and their interference with the exclusive use of my land as a homeowner. The trespass occurred when the defendants Fair, Cox and Dinkins and Rawls, intentionally invaded my property after purchase in June 1994 and

twice in 2004 by their own admission and records placed into evidence. They invaded Plaintiff's property when they located the ½ rebar and fraudulently recorded the illegal rebar¹⁰ with the ROD office. Their trespass led to the trespass by Reibold and Hooker who criminally remained and interfered with the plaintiff's enjoyment and use of her property by cutting down shrubs and removing trees from the property. Plaintiff called the police as a good citizen would do instead of taking the law into their own hands.

The trial court erred in dismissing Rawls, Fair and Cox and Dinkins from the Trespass cause of action but for their actions the trespass by Reibold and Hooker would not have occurred. The jury erred in failing to review documented evidence of the trespass where it was clear by the preponderance of the evidence that a trespass had taken place and the defendants lied throughout their testimony. Reibold acknowledged destruction of trees and shrubs and Hooker acknowledged placing the black hose on the plaintiff's property and refusing to remove it, he stated 'the plaintiff *removed the hose that was still on her property and threw it back on his property.*'

III. DID THE TRIAL COURT ERR OR ABUSE ITS DISCRETION¹¹ WHEN IT GRANTED THE DEFENDANTS' SUMMARY JUDGMENT AND/OR DIRECTED VERDICT IN REGARDS THE PLAINTIFF'S CIVIL CONSPIRACY CLAIMS?

In *Pye v Fox* the South Carolina Supreme Court stated: The elements of a civil conspiracy in South Carolina are (1) the combination of two or more people, (2) for the purpose of injuring the plaintiff, (3) which causes special damages. *LaMotte v. Punch Line of Columbia, Inc.*, 296 S.C. 66, 370 S.E.2d 711 (1988); *Cowburn v. Leventis*, 366 S.C. 20, 49, 619 S.E.2d 437, 453 (Ct. App. 2005); *Ellis v. Davidson*, 358 S.C. 509, 595 S.E.2d 817 (Ct. App. 2004); see also

¹⁰ The trespass either on the front end or the side of the property was a trespass by the defendants

¹¹ An abuse of discretion occurs when the trial court's decision is clearly erroneous and against the logic and effect of the facts and circumstances before the court. *Id.* at 126-27. Evidence that is erroneously excluded requires reversal only if the error relates to a material matter or substantially affects the rights of the parties. *Id.* at 127.

Peoples Federal Savings & Loan Ass'n of S. Carolina v. Resources Planning Corp., 358 S.C. 460, 470, 596 S.E.2d 51, 56-57 (2004) ("A civil conspiracy is a combination of two or more parties joined for the purpose of injuring the plaintiff and thereby causing special damage.") (citation omitted). It is essential that the plaintiff prove all of these elements in order to recover. Lyon v. Sinclair Refining Co., 189 S.C. 136, 200 S.E. 78 (1938).

The "essential consideration" in civil conspiracy "is not whether lawful or unlawful acts or means are employed to further the conspiracy, but whether the primary purpose or object of the combination is to injure the plaintiff." Lee v. Chesterfield General Hosp., Inc., 289 S.C. 6, 13, 344 S.E.2d 379, 383 (Ct. App. 1986). "[I]n order to establish a conspiracy, evidence, direct or circumstantial, must be produced from which a party may reasonably infer the joint assent of the minds of two or more parties to the prosecution of the unlawful enterprise." Island Car Wash, Inc. v. Norris, 292 S.C. 595, 601, 358 S.E.2d 150, 153 (Ct. App. 1987); accord Cowburn, 366 S.C. at 49, 619 S.E.2d at 453. This Court has observed:

Conspiracy may be inferred from the very nature of the acts done, the relationship of the parties, the interests of the alleged conspirators, and other circumstances. Island Car Wash, Inc. v. Norris, 292 S.C. 595, 358 S.E.2d 150 (Ct. App. 1987). "Civil conspiracy is an act which is by its very nature covert and clandestine and usually not susceptible of proof by direct evidence. . . ." Id. at 601, 358 S.E.2d at 153. An action for civil conspiracy is an action at law; the trial judge's findings will be upheld on appeal unless they are without evidentiary support. Gynecology Clinic v. Cloer, 334 S.C. 555, 514 S.E.2d 592 (1999). Peoples Federal, 358 S.C. at 470, 596 S.E.2d at 57.

The gravamen of the tort of civil conspiracy is the damage resulting to the plaintiff from an overt act done pursuant to the combination, not the agreement or combination per se. Lee,

289 S.C. 6, 344 S.E.2d 379. “[A]n unlawful act is not a necessary element of the tort.” Id. at 11, 344 S.E.2d at 382. Because the quiddity of a civil conspiracy claim is the damage resulting to the plaintiff, the damages alleged must go beyond the damages alleged in other causes of action. Vaught v. Waites, 300 S.C. 201, 387 S.E.2d 91 (Ct. App. 1989).

The Plaintiff provided the court with document evidence of the conspiracy of the defendants in setting up and conspiracy to take the Plaintiff property: they certified a surveyed and filed a survey that clearly cut off at least 20 feet of the plaintiff land with ½ rebar that had never been document prior to their survey. The failed to list anywhere on the survey done for Fair that they are required by Article 3 of the SC Code of Regulations – Professional Standard of Conduct to list; they failed to reference the plaintiff’s plat and deed or the deed of Carolina Water Service that clearly shows the easements running with the plaintiff land that was the subject of this legal action.

Cox and Dinkins and Don Rawls was required to show all and Mr. Fair is charged as show on the Plat to verify all information and they both failed resulting in damages to the plaintiff and slander of her title:

(s) All visible items across the property line shall be indicated with their extent shown or noted on the survey plat/map. The use of the words projection or encroachment shall be at the discretion of the surveyor.

(r) Where a boundary is formed by a curved line, the curve will be defined by curve data to include the radius, delta arc length and the long chord, by course and distance. The curve may also be defined as a traverse of chords around curve. Chord shall be defined by course and distance.

(t) Visible indications of easements and rights-of-way on the site (i.e. power lines, etc.), obvious and apparent at the time of the survey or known to the surveyor, shall be shown and shall include their widths, if known.

The Defendants (Cox and Dinkins, J Don Rawls and Steven Fair) were able to locate the plat of lot 46 identified a wood deck, concrete driveway, sewer, split rail fence but when it came to the Plaintiff’s property lot 31 they only identified the fact that there was a dwelling.

They failed to identify the clear markings of an easement on the plat they themselves identified on the Boundary and topographic Map Final Plat filed in Tax Map Box N 48-22-25-34-36 #006628-05-001 dated June 30, 2004, July 12, 2004 and September 30, 2004¹²

The reference materials they identified on the plat certified and registered with the ROD office clearly shows that there is a 15 foot easement running with the plaintiff's land that was not identified and nothing they referenced shows a ½ rebar prior to their plat/survey of 2004.

There was an abundance of evidence not only at the summary judgment stage but also in regards to a directed verdict enough circumstantial evidence that was presented to the jury and to the court that would have nullified a motion for summary judgment and a directed verdict.

Special damages were identified by the Plaintiff cost of bringing this action, costs of gas, lost wages, cost of eating out.

IV. DID THE TRIAL COURT ERR WHEN IT GRANTED THE DEFENDANTS' SUMMARY JUDGMENT AND/OR DIRECTED VERDICT IN REGARDS THE PLAINTIFF'S SLANDER OF TITLE CLAIM?

c. **Slander of Title** In *Green v Griffith* the South Carolina Appeals Court says that slander of title has been recognized as a common law cause of action. See *Huff v. Jennings*, 319 S.C. 142, 148, 459 S.E.2d 886, 890 (Ct. App. 1995) (holding that, although the court was directly addressing a claim for slander of title for the first time in South Carolina jurisprudence, "South Carolina law, through its incorporation of the common law of England, recognizes a cause of action for slander of title"). To maintain a claim for slander of title, our courts have held "the plaintiff must establish (1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value in the eyes of third parties." *Id.* at 149, 459 S.E.2d at 891 (adopting the elements of slander of title outlined in the Restatement (Second) of Torts § 623A (1977)).

¹² November 12, 2004 Book R9707: 55.1

d. Malice The court held in Huff v. Jennings that "[i]n slander of title actions, the malice requirement may be satisfied by showing the publication was made in reckless or wanton disregard of the rights of another, or without legal justification." Huff, 319 S.C. at 150, 459 S.E.2d at 891.

The Plaintiff provided sufficient evidence that supports the finding that the defendants acted in reckless or wanton disregard of her' rights to the disputed strip and that they acted without legal justification. Rawls, who was identified as an expert by the court, admitted that the ½ rebar identified on their plat should not have given the defendants Reibold and Hooker the right to invade the plaintiff's property and claim the "disputed" land as theirs. Both Reibold and Hooker despite evidence and testimony denied ever being on the property which is an admission that they had no right to the property (Reibold even put up a fence before this matter when to court). Each action clearly indicating they had no right never thought they had rights to the property except to take the land as it clearly indicate on their survey that the property was not owned by the Plaintiff which is the purpose of a rebar to show property lines.

The defendants Rawls and Mr. Dinkins along with Fair signed off and recorded the false documents to the ROD office. By doing so the defendants acted with malice and they willfully ignored the Plaintiff's rights and had the plat prepared and recorded with no legal justification.

V. DID THE TRIAL COURT ERR WHEN IT DENIED THE PLAINTIFF AN OPPORTUNITY TO SHOW/PROVE DAMAGES

The plaintiff will incur cost to correct her title, remove the illegal rebar to make her property whole once again. She incurred cost in legal research and consultation with surveyors, expenses incurred for attorney consultation and other litigation costs. Huff, 319 S.C. at 151, 459 S.E.2d at 892 (stating that special damages recoverable in a slander of title action include "the

expense of measures reasonably necessary to counteract the publication [of slanderous statements of title], including litigation" (quoting 50 Am.Jur.2d Libel & Slander § 560)).

The court stated the plaintiff after her testimony did not prove damages, the plaintiff assured the court she had documents to prove damages, the plaintiff during her testimony also stated the damage to her title, damages to her property, the court ruled she was supposed to show damages before she rested her case.

VI. DID THE TRIAL COURT ERR AND PREJUDICE THE PLAINTIFF WHEN IT DISMISSED PLAINTIFF'S WITNESSES FROM THE COURT PROCEEDINGS AFTER ASKING HER IF SHE WAS DONE WITH THEIR TESTIMONY ON THE FIRST DAY OF TRIAL?

The plaintiff had difficulty with her witnesses in that they did not want to testify and claimed faulty memories. Officer Creech stated it had been three years and he did not remember much. When the Plaintiff showed him her plat and asked him where he saw the black hose he said he did not remember but if the plaintiff showed him a picture he could show her. Upon her return the following day of trial the plaintiff asked to recall Officer Creech and was told by the court he and Draft had been dismissed with her approval the only thing the court asked the plaintiff is if she done with the witness as far as the testimony that day was concerned.

When the Plaintiff asked for them to be resummoned to court the court took it under advisement and then denied her request.

VII. DID THE TRIAL COURT ERR OR ABUSE ITS DISCRETION WHEN IT GRANTED SUMMARY JUDGMENT OR DIRECTED VERDICT AS TO THE PLAINTIFF'S NUISANCE CAUSE OF ACTION?

In South Carolina the traditional concept of a nuisance requires a landowner to demonstrate that the defendant unreasonably interfered with his ownership or possession of the land. See *Ravan v. Greenville County*, 315 S.C. 447, 464, 434 S.E.2d 296, 306 (Ct. App. 1993).

The distinction between trespass and nuisance is that trespass is any intentional invasion of the

plaintiff's interest in the exclusive possession of his property, whereas nuisance is a substantial and unreasonable interference with the plaintiff's use and enjoyment of his property. Id.

A nuisance may be classified as permanent or continuing in nature. A continuing nuisance is defined as a nuisance that is intermittent or periodical and is described as one which occurs so often that it is said to be continuing although it is not necessarily constant or unceasing. 58 Am. Jur. 2d Nuisances § 28 (1989). A permanent nuisance may be expected to continue but is presumed to continue permanently, with no possibility of abatement. Id. § 27. As to a permanent nuisance, such as a building or a railroad encroaching on a party's land, the injury is fixed and goes to the whole value of the land. Id.

When the nuisance is continuing and the injury is abatable, the statute of limitations does not run merely from the original intrusion on the property and cannot be a complete bar. Id. Rather, a new statute of limitations begins to run after each separate invasion of the property. Id.; see *Cutchin v. South Carolina Dep't of Highways & Pub. Transp.*, 301 S.C. 35, 37, 389 S.E.2d 646, 648 (1990) (citing *Webb v. Greenwood County*, 229 S.C. 267, 277, 92 S.E.2d 688, 692 (1956) (stating if the injury is permanent, the plaintiff has a single cause of action which cannot be split; however if the cause of the injury is abatable, each injury gives rise to a new cause of action)). A nuisance is continuing if abatement is reasonably and practicably possible. 58 Am. Jur. 2d Nuisances § 29 (1989).

In discussing the limitations period applicable in a continuing nuisance action, our supreme court has stated: Since every continuance of a nuisance is a new nuisance, authorizing a fresh action, an action may be brought, for the recovery of all damages, resulting from the continuance of a nuisance, within the statutory period of the statute of limitations, for which no previous recovery has been had, even though the original cause of action is barred, unless the

nuisance has been so long continued, as to raise the presumption of a grant, or in case of injury to real property, unless the plaintiff's right of entry is barred. But when the injury is of such a nature, that all the damages resulting therefrom, whether past or prospective, are recoverable in one action, the statute of limitations begins to run, from the time of the completed erection of the nuisance. This rule, however, is subject to the modification, that when the cause of action is the consequential injury, from an act of erection which is not, in itself, an actionable nuisance, the statute does not begin to run, until the injury is actually inflicted. See Sutton v. Catawba Power Co., 104 S.C. 405, 408, 89 S.E. 353, 353 (1916).

There is exist genuine issues of material fact making summary judgment inappropriate in this case and a directed verdict. The plaintiff has described a continuing nuisance and interference of the defendants starting in 2004 with the destruction of property from Steve Fair during their construction, interference from Reibold and Fair in 2006, continuing with Hooker in 2007 and beginning again in 2010. It appears to the Plaintiff that this is a continuing nuisance as the defense Attorney Brown stated in his closing "to let his people go and described the plaintiff as pharaoh."

The plaintiff entrance and exist is well to the right of her property she would not see the defendants unless they make their presence known, she worked three jobs from 2004 to around 2006, she is rarely outside except to mow the grass or walking early morning when she felt safe to walk prior to 2004. Plaintiff in 2010 was runaway from her own home as a result of the actions of the defendants, she called the police, she wrote letters, and she stayed away from her own house until after dark most of 2011, the trial court erred in applying saying that the nuisance case of action was not proven and the decision of the court in favor of the defendants should be reversed.

VIII. DID THE TRIAL COURT ERR WHEN IT GRANTED THE DEFENDANTS' MOTION FOR SUMMARY JUDGMENT OR DIRECTED VERDICT AS TO PLAINTIFF'S INVASION OF PRIVACY CLAIMS?

Plaintiff alleges the defendants "trespassed onto her property represents a wrongful intrusion on Plaintiff's privacy rights."

During the defendants aggression and efforts to take the property due to the survey done by Cox and Dinkins, Fair and Rawls, the defendants were always around when the Plaintiff returned from work after the first time the Plaintiff spoke to Reibold on or about December 7, 2010, he was waiting for her return walked across plaintiff's property and told her as he testified that he did not have leave him a letter she could have just spoken to him; they were always present during this time. Once the plaintiff understood they were not going to help (police – Offer Creech told her he could not read a plat it was "Greek" to him but memorialized that Hooker showed him his survey and he determined the plaintiff after over ten years did not know her own property.

The defendants continuously invaded the plaintiff's property and privacy; they were always there when the police were called and upon arrival; the day the black hose was seen Hooker came from around back of the plaintiff's house, when asked several times to leave he refused; on the final day Reibold, Hooker and another man was standing on the property there was no peace or privacy until the plaintiff started not returning to her property until after dark.

The right of privacy is "the right to be let alone; the right of a person to be free from unwarranted publicity." *Swinton Creek Nursery v. Edisto Farm Credit, ACA*, 514 S.E.2d 126, 130 (S.C. 1999) (quoting *Holloman v. Life Ins. Co. of Virginia*, 7 S.E.2d 169, 171 (S.C. 1940)). South Carolina defines tortious invasion of privacy as "[t]he unwarranted appropriation or exploitation of one's personality, *the publicizing of one's private affairs* with which the public has no legitimate concern, or *the wrongful intrusion into one's private activities, in such a manner as to outrage or cause mental suffering, shame, or humiliation to a person of ordinary sensibilities.*" *Meetze v.*

Associated Press, 95 S.E.2d 606, 608 (S.C. 1956). This definition gives rise to *three* separate but related causes of action: "(1) wrongful appropriation of personality; (2) wrongful publicizing of private affairs; and (3) *wrongful intrusion into private affairs*." *Snakenberg v. Hartford Cas. Ins. Co.*, 383 S.E.2d 2, 5 (S.C. App. 1989).

By Fair, Cox and Dinkins and Rawls illegal entrance into the plaintiff's property locating a nonexistent rebar 15/20 onto her land they wrongfully intruded into her privacy and made her private affairs known to the public. The wrongful intrusion by Reibold and Hooker in their third party reliance on the previous defendants' action continued that invasion over a five year period.

XI. DID THE TRIAL COURT ERR IN GRANTING DEFENDANTS DIRECTED VERDICT OR SUMMARY JUDGMENT AS TO THE PLAINTIFF'S INTENTIONAL INFLICTION OF EMOTION DISTRESS/MENTAL ANGUISH CAUSE OF ACTION?

The plaintiff provided the court with an over abundance of evidence that proved the defendants continuously and repeatedly caused her mental anguish that could prove a cause of intentional infliction of emotional distress the plaintiff was continually intruded upon to the point where she had to leave her own home to gain peace once she realized the police was not going to do anything or help. She had to leave her home with a medically diagnosed blood clot in her leg that could have moved and caused her death (on coumadin/blood thinner and injections).

She was unable to go outside unless it was very early morning in fear of running into the defendants.

The plaintiff went to the ROD office and sent a letter to the defendants of their wrong actions they did not stop, she called the police they did not stop and repeatedly entered her property while she was away and present despite her constant and repeatedly asking them to cease.

To state a claim for outrage, or intentional infliction of emotional distress, a plaintiff must show that: (1) the defendant intentionally or recklessly inflicted severe emotional distress, or was

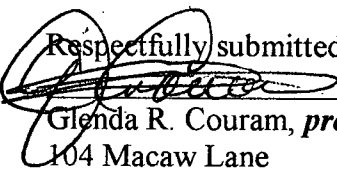
certain or substantially certain that such distress would result from his conduct; (2) the conduct was so extreme and outrageous as to exceed all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community; (3) the actions of the defendant caused the plaintiff's emotional distress; and (4) the emotional distress suffered by the plaintiff was so severe that no reasonable person could be expected to endure it. *Bergstrom v. Palmetto Health Alliance*, 358 S.C. 388, 401, 596 S.E.2d 42, 48 (2004); *Talamantes v. Berkeley County Sch. Dist.*, 340 F. Supp. 2d 684, 691 (D.S.C. 2004).

IN CONCLUSION

The plaintiff request the court to grant a new trial and reconsider its grant of summary judgment as to the plaintiff claims of trespass against Hooker and Reibold for civil conspiracy, slander of title, invasion of privacy, nuisance and intentional infliction of emotional distress and against Cox and Dinkins, Fair and Rawls as there is clear proof of their trespass onto the plaintiff's property, claims of slander of title, invasion of privacy, nuisance and civil conspiracy.

The plaintiff ask that the court also overturn the verdict of the jury as the evidence did not support a not guilty verdict against the defendants Reibold and Hooker. All in the interest of justice, the court granted the defendants motions based on a non exist claims of negligence which had been dismissed when the court granted the plaintiff's motion to amend and accepted by both defense attorneys.

Respectfully submitted by:


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Dated this 19th, day of July 2013
Lexington County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON**

**IN THE COURT OF COMMON PLEAS
FOR THE 11th JUDICIAL CIRCUIT**

Glenda Renee Couram,)
Plaintiff,)

CIVIL ACTION NO: 2011-CP-32-01010

v)

Mr. & Mrs. Christopher Hooker, Mr. & Mrs.)
Legal or Equitable Right, Title, Estate, Lien)
or interest in the Property Described in the)
Complaint Adverse to the Plaintiff's; Cox &)
Dinkins, Inc., Fair Builders/Developers, Inc.)
Donald "Don" Rawls & Steve Fair in their)
Individual capacities, Carolina Water Svc.,)
(CWS), Carolina Trace Utilities, Inc., &)
Utilities, Inc., Corporate Offices,)
Defendant(s))

DEMAND FOR JURY TRIAL

CERTIFICATE OF SERVICE

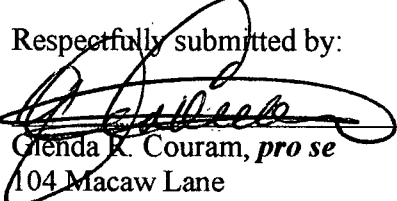
I, the undersigned, hereby certify that I have served a copy of the Plaintiff's Motion to Reconsider and New Trial on the Defendants' by depositing same in a US Postal Service Mailbox directed to Defendants as listed below, postage prepaid, by regular mail and by certified mail, this 19th day of July 2013.

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Dated this 25th, day of June 2013
Lexington County, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Case No. 2011-CP-32-01010

Glenda Renee Couram,

Appellant

v

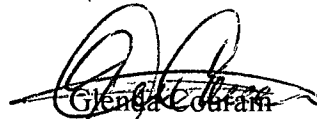
Mr. & Mrs. Christopher Hooker, Mr. & Mrs. Carl Riebold, Legal or Equitable Right, Title, state, Lien or interest in the Property Described in the Complaint Adverse to the Plaintiff's; Cox & Dinkins, Inc., Fair Builders/Developers, Inc., Donald "Don" Rawls & Steve Fair in their individual capacities, Carolina Water Svc., (CWS), Carolina Trace Utilities, Inc., & Utilities, Inc., Corporate Offices¹

Respondents

NOTICE OF APPEAL

Glenda Couram, *pro se* appeals the jury verdict/order of the Honorable R. Lawton McIntosh dated July 16, 2013 (attached). Appellant received the response to her Motion to Reconsider, etc., on or about August 8, 2013 (attached).

September 3, 2013



104 Macaw Lane
Lexington, South Carolina 29073
(803) 896-7509

PRO SE APPELLANT

continued on next page

¹ CWS and Utilities, Inc., matter was settled in regards to the small lot and 15 foot easement see Order Judge Burch (Order included with Designation of Matter)

Other Counsel of Record:

Steven A. Fair, *pro se*
Fair Builders/Developers, Inc.
100 S. Wrenwood Dr
Lexington, SC 29073
PRO SE RESPONDENT

R. Davis Howser, Esq.
Howser, Newman & Besley, L.L.C.
P.O. Box 12009
Columbia, SC 29211-2009
**COUNSEL FOR COX AND DINKINS &
J. DONALD "DON" RAWLS**

Law Office of Smokey Brown, PC
PO Box 1545
Irmo, SC 29063
**COUNSEL FOR MR. & MRS. REIBOLD
AND MR. AND MRS. HOOKER**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Appeal Case No.: 2013-002056
Case No.: 2011-CP-32-01010

Glenda R Couram

Appellant

v

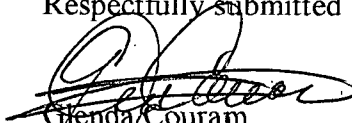
Mr. & Mrs. Christopher Hooker, Mr. & Mrs. Carl Reibold; All Persons Claiming any Legal or Equitable Right, Title, Estate, Lien or interest in the Property Described in the Complaint Adverse to the Plaintiff's; Cox & Dinkins, Inc., Fair Builders/Dev, Inc., Donald "Don" Rawls & Steve Fair in their official and individual capacities

Respondent

NOTICE OF APPEAL
corrected

Glenda Couram, *pro se*, appeals the court written Order (Jury Verdict) dated July 12, 2013 (received on or about July 16, 2013 via the US mail) of Judge R. Lawton McIntosh along with the Order denying her Motion to Reconsider dated on or about July 30, 2013 (stamped August 2, 2013 (received via US mail August 8, 2013)). Dated this 22nd day of October 2013

Respectfully submitted by:


Glenda Couram
104 Macaw Lane
Lexington, SC 29073
(803) 896-7509
Pro se Appellant

continued next page

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Appeal Case No.: 2013-002056
Case No.: 2011-CP-32-01010

Glenda R Couram

Appellant

v

Mr. & Mrs. Christopher Hooker, Mr. & Mrs. Carl Reibold; All Persons Claiming any Legal or Equitable Right, Title, Estate, Lien or interest in the Property Described in the Complaint Adverse to the Plaintiff's; Cox & Dinkins, Inc., Fair Builders/Dev, Inc., Donald "Don" Rawls & Steve Fair in their official and individual capacities

Respondent

PROOF OF SERVICE
corrected

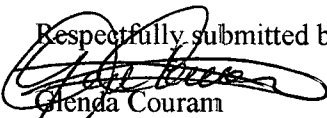
I certify that I, Glenda Couram have reserved all Defendants as listed in the caption and removed Carolina Water Service, In., (CWS), Carolina Trace Utilities, Inc., & Utilities, Inc., as the matter has been resolved, see Order of Judge Burch dated on or about March 7, 2013. The remaining Defendants as was served by depositing a copy of the corrected Notice of Appeal and Proof of Service in the U.S. Mail, postage prepaid at the addresses of their attorneys' of record as listed below. Dated this 22nd day of October 2013

Steven A. Fair, *pro se*
Registered Agent
Fair Builders/Developers, Inc.,
153 Shirway Road
Lexington, SC 29073

R. Davis Howser, Esq.
Howser, Newman & Besley, LLC
P.O. Box 12009
Columbia, SC 29211-2009

Law Office of Smokey Brown, PC
PO Box 1545
Irmo, SC 29063

Respectfully submitted by


Glenda Couram
104 Macaw Lane
Lexington, SC 29073
(803) 896-7509
Pro se Appellant

Jenny Abbott Kitchings
Clerk of Court
SC Court of Appeals
P.O. Box 11629
Columbia, SC 29211

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100 S. Wrenwood Dr
Lexington, SC 29073

Steven A. Fair, *pro se*
Registered Agent of Fair Builders, Inc./Developers
153 Shirway Road
Lexington, SC 29073

December 6, 2010

TO WHOM IT MAY CONCERN

Dear Sir,

Per our conversation today, we discussed the trees and the border that you are currently cutting away/down which is the easement (I believe) for utilities not your property as the survey indicates, your fence if put up will be a good distance away from the trees and shrubs therefore no danger to you.

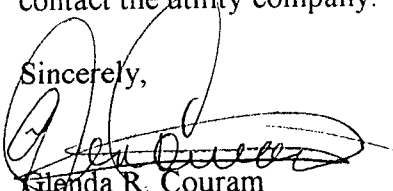
You also stated that the other homeowner across from you is expressing concern of the trees due to the swing set; I suggested that he move the swing set if he is concerned with the nuts and tree limbs hitting or falling on his child which will eliminate any danger to his child.

I am asking you to cease and dissent from cutting anymore trees/shrubs due to the fact that the only property that is in danger is mine and your continued cutting away of the trees is endangering my property as you pointed out your property line is a good distance from that border/easement and the trees are "fragile."

As you know, I took photos of the area and I know where the cutting ended today. Please do not cut anymore trees, limbs, etc., as your property is not in danger as your house is a good distance away (survey) from the tree line border/easement and mine is not if there is any further cutting I will take legal action.

As the area, as stated above is an easement not your property the danger of your actions is to my property not yours or your neighbors. If there should be any need for further cutting I will contact the utility company. I would appreciate your understanding in this matter.

Sincerely,



Glenda R. Couram

104 Macaw Lane

Lexington, SC 29073

c: file

December 7, 2010

Mr. and Mrs. Carl Reibold
118 Toucan Way
Lexington, SC 29073

Dear Mr. Reibold:

I am writing this second letter and attaching the one I placed in your door last night to clarify my concerns.

While I understand your concerns with the swing set, I am requesting that you instead of endangering my property by chipping away at the foundation of the border trees/scrubs and plants it would be to your advantage and the advantage of your neighbor to relocate the swing set; (remember sir that that section on the other side of my property is an easement which means you are not the owner until the utility company has no more use for the easement.

The trees you are claiming to be yours is **not yours** and you have no authority to cut them down and in this letter I am **asking you to stop and if you do anything to those trees you have to have my permission and I believe the utility company and your neighbors also note while they (trees) appear to not be on my property they are by root, etc. and I do not give you permission.** By your continued efforts to weed and cut down you are interfering with the balance at this location and the property that will suffer is mine. According to the law, if one leaf or branch fall on my property it is a trespass and you are liable as well as destruction of property.

I have spoken to you along with a police officer previously about your interfering with my property rights and the enjoyment of my property but you seem to not understand, this is the second time you have done this for no real purpose but to destroy. So, I am saying that if any branch or anything hits my house after what you have done to tip the balance of the landscape I will sue you, etc.

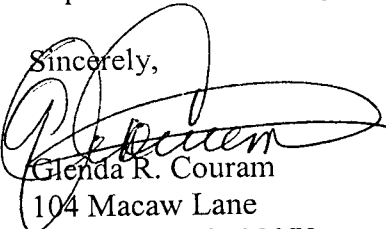
I also remind you, I took pictures last night and I have pictures from 2006 onward when Mr. Fair built your home(s) and after my actions against him, if you do anything else to this area, I will file legal action because again your actions will be the direct or indirect cause of any damage I may suffer. I took pictures of the survey markers that have been removed the one I am speaking of is no longer there it was there a couple of months ago but I have a pictures of its location. (That marker was in that wooded area showing the property line that you are determined to destroy).

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As you stated, you had your own survey done and your property is nowhere near that border therefore you should not be cutting anything down or declaring ownership you fence will not be anywhere near that area and neither is your neighbors. (I think the swing is in the easement and sewer line area). If you will review the plat it clearly shows you nor your neighbor has any rights to that area.

Please cease what you are doing, sir. You are changing the balance of that section and if anything falls and cause damage you will be held responsible. Those trees and scrubs has been there since I purchased that property in 1994, and nothing has happened in all that time if it does now and in the future again I am and will be holding you responsible because my house is in and has been endangered due to your actions.

Sincerely,



Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073

c: file • TMS-006629-02-018
9707 pg 55
Register of Deeds

December 8, 2010

Mr. and Mrs. Carl Reibold
118 Toucan Way
Lexington, SC 29073

Dear Mr. Reibold:

After the conversation we had yesterday evening, I have decided that you will not stop your harassment until a court determines this issue therefore, in this letter, I am letting you know I will file a legal action against you for the following:

Removal of survey sticks, trespass, direct interference with my enjoyment of my property, the destruction of my property, instilling fear in me of the damage that can result from your erosion of the area that you claim is yours which it is clearly not according to the plats. **I will request an injunction and damages past and future for whatever I need to do to correct what you have done.**

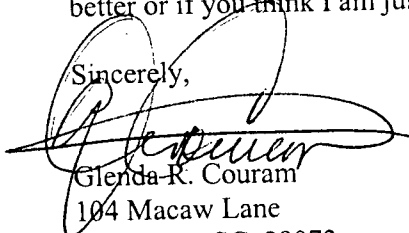
I will also ask that an official survey be redone, at your expense, because of your removal of the survey planks. I understand at the time of the survey a metal detection rod is place underground. The cement slab that is currently in place was recently placed. (Remember sir, I have pictures of the entire area from 2004 on so I know that the slab was not there before – you are attempting to grab property that is not yours). You are claiming trees that are not yours, trees that have been in place prior to my purchase in 1994 and trees that belong to not just to you but me, and the other three owners, trees that are healthy. Trees that have cause me not one problem in the last 17 plus years.

As you know, this issue came up a couple of years ago (2005) when I called the police and made a report of your “watching” me now because of your trespass you have a clear shot of when I return home and your cutting away of that area has turned the balance were all of the trees are leaning towards my house an ice storm, heavy snow, wind can force damage.

While I understand retirement can be difficult it does not give you the right to make my life miserable. I went thru this issue with Mr. Fair and now a few years later I have to deal with you. Read your plat you have no right to that area, you have no right to endanger me or my property. You, yourself, stated that you will put your privacy fence at least 20 feet from that area indicating that you are aware of your non ownership. You are perfectly aware that the area you and the other homes are located was not to be developed that's way the area is not straightforward that's probably why it was not to be developed.

I am not sure if you are doing this because I am black and you think I do not know any better or if you think I am just an idiot.

Sincerely,



Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
c: file (3rd of three letters)

May 1, 2011

Mr. Don Rawls, Jr., #13517
Engineer Gene L. Dinkins or Legal Counsel
Cox and Dinkins, Incorporated
724 N. Beltline Blvd
Columbia, SC 29205

Received
5-3-11
GJD

Re: Plat Drawn and Filed to Lexington County ROD by Cox and Dinkins on
June 30, 2004 – Revised October 13, 2004

Dear Mr. Rawls:

I want to thank you for taking the time to meet with me on Friday, March 25th, 2011; you provided me an abundance of information and I appreciate your openness.

As I explained the purpose for my request was to obtain an understanding of the survey process, how it was conducted, if my plat was used to ensure the accuracy of your plat/survey filed for Fair Builders, Inc., in 2004, particularly were it involves the homeowners 118 and 120 Toucan Way or lots A and B. These individuals have determined either via information obtained by your survey/plat, their own determination/deductions or another source (Steve Fair of Fair Builders), that 15/50 feet of my property belongs to them or is up for grabs I do not know which.

They have made public/oral allegations that I do not own the property thus giving them the right to trespass at will and seize. The allegations levied are false, defamatory and malicious and has damaged my reputation in a neighborhood that I have peacefully lived in for the last eighteen (18) plus years without incident until the selling of the "park" and its development in 2004.

I verbally and non-verbally, by letter, informed the homeowners of Toucan Way they were trespassing. I marked the boundary line with logs that straddle the natural wooded fence based on your wooden stakes and had no problems until December 2010, when I denied access to my property verbally and via letter delivered the next day by hand and mail to the homeowners on Toucan Way.

In December 2010, I was even told they had had another survey done, he did not say when and I was shown the survey stakes apparently placed by the new surveyor according the homeowners. They appeared to have removed all the original stakes placed in 2004 to solidify their claim.

I even called the police, hoping they would tell/confirm that I was the owner because the homeowners of Toucan Way had to cross the straddled boundary/property senior (term I learned from you) line to access the 15/50 feet they seized as their own - attached to 104 Macaw Lane not 118/120 Toucan Way (see you plat, tax map and my plat) in order to seize the property. I tried to explain what I was told by you during our first phone contact for my efforts to maintain the peace I was called a liar and ridiculed in front of the police and neighbors. When I requested that the hole dug be refilled the response was "there's the dirt."

December 2010: When I realized or accepted the fact the police would not stop the emotional turmoil/abuse I was dealing with, the illegal trespassing and destruction of property, etc., due to the homeowners and informed me that the only option I had was to file another legal action in regards to this 2004 development which was the last thing I wanted to do in this world because; I would have to defend myself, and I never wanted to be in the court of Lexington County again. I filed because to not do so was

not an option especially now based on law. I filed because if I had not these people would return, they would have gone away for awhile as before and returned at some other time because evidently they felt justified in their actions and behavior. The question was why?

I first contacted the Register of Deeds Office (ROD); to be educated on how to read a plat; to verify I was not wrong and that the property was indeed mine; etc., I learned that from what they could see via the aerial map, your plat and mine the property seized was mine; it was explained to me the meaning of the (o) and the (n) on a survey/plat. The problem was I did not realize the significant of what she was explaining until March 25th, 2010. (I also asked why my name was so prominently displayed on the 2004 plat of Toucan Way, she stated the plat was drawn and filed by Cox and Dinkins and I should contact the surveyor).

In February 2011 on or about I contacted the ROD office once again to verify my legal right to the property and it was again suggested I contact the surveyors. I initially contacted you as stated in December 2010, prior to filing the action and later in or about late February 2011 to schedule an appointment for continued understanding of the plat filed.

THE COORDINATES:

The plat filed by Palmetto Surveyors (1992) and the one filed by Draft Surveyors (1193) shows a rebar (o)ld coordinates (N) 6'23'52 (E) 69'87 and (o)ld rebar going lengthwise (N) 81'42'01 (W) 119.86' (four around the well site) and two on the left border (S) (E) separating my lot 31 and lot 32.

The plat filed by Cox and Dinkins in 2004, shows the rebar that did not exist on Wrenwood or my plat marked as (o)ld 15/50 feet from the (o)ld rebar marking the "senior property line" on the coordinates 06'25'27/69.86 (NE) (SE) and S 81'37'00 E, and another rebar marked as (n)ew, in the middle of the natural wooded area straddling the senior property line separating my property from B.

FACTS:

1. According to the sale papers filed 1.08 acres sold - 1.06 acres developed for four homes with total of 45,965 sq ft used (.27 11663 for lot A 120; .24 10618 for lot B 118; .25 10794 for lot C and .30 12890 for lot D). Leaving .02 not used or it is used by the easements for the various utility companies, do not know.
2. Lot C and D were to use existing sewer on White Wing (see Wrenwood's plat). Lots A and B were to share a proposed sewer, it appears developer was going to use my property to build/install and according to what you said on March 25th. I was never contacted.
3. For some reason in 2004, there was a revision and they hooked all four lots to the existing sewer located on White Wing. (Prior to 1993, the area was served by a private water company Carolina Water Service (CSW) - they housed a well on my property with an easement for coming and going for repairs, etc., until a public water company replaced it Lexington Water Commission and they left the area (not sure what date actual date they left area - believe it was prior to 1990). Since 1994, I have maintained the property since purchasing the house on 104 Macaw).
4. No sewer is connected to the left side of my property, either I am connected to another elsewhere on Macaw Lane or I am also on White Wing. I do not know.

5. What this appears to mean is that Cox and Dinkins, the Developers and apparently the homeowners of Toucan Way willfully and continuously trespassed on my property without permission throughout this project in complete disregard to my rights.

6. In the process of that development of 2004 a rebar, marked as (o)ld located on my property mysteriously appeared or was installed at some point during this development either with Cox and Dinkins' knowledge or without.

According to you on March 25th:

a. It was known by you, (Cox and Dinkins) that the rebar of 2004 was **not** on my plat 1993, or on the plat created for Wrenwood Subdivision on or about 1981. You pointed this out to me on March 25th, 2011, using my plat and the one you obtained for Wrenwood.

b. To support that knowledge on, March 25th, you told me that you did not take the rebar into consideration when you draw up the survey/plat because the numbers calculated for the Toucan Way property plat and the numbers on my plat would not have added up.

c. You also explained the term "senior property line" and explained how it related to the rebar marked as old and why it was not taken into consideration during your survey.

QUESTIONS:

How did you (Cox and Dinkins) know of the rebar, if it was **not** on my plat or on the Wrenwood plat without trespassing onto my property and locating it, why were you on my property looking for it? You were not doing the survey for me.

Did you get permission from CWS to freely trespass, if so, it was still in violation of my right to exclude because they did not call me to get my permission which according to the law they had to do; (while they are the dominant but as the subservient with the burden I pay the taxes and according to the plat of 2004 the rebar is on my property. And, they had to get my permission before giving Cox and Dinkins, Steve Fair or anyone else the right to enter upon my property. And, even then they could not.

How did you know to search for a rebar that should not be unless by law you have the right to go onto others property without permission to locate rebars which according to my research you do not have such legal authority.

So, it appears that someone involved in the development of the "park" trespassed dug up my property or used an existing hole, to install the rebar and told you of its existence and for some reason you legitimized the rebar by filing it with ROD, despite the fact that you knew it did not belong, and by marking it as old gave the impression it had always been there jeopardizing my ownership making it a matter of time before an outside force challenged me.

By the actions of your company or you (both) since you were in charge of the project and signed the plat I am once again in court defending my rights as a property owner.

As a result of sale of the "park" by Lexington County Tax Office, the "park" donated to the Subdivision by the developers of Wrenwood, due to non-payment of taxes, amount due \$58. The Wrenwood Association, for some reason, did not pay the taxes and Lexington County did not consult with the existing homeowners for payment of the taxes. I would have paid. When I purchased the house

I was told the "park" would never be developed it was a motivating factor. I learned in my legal action against TWC that a lot of corners were cut when this house was built).

Steve Fair Development/Builders, Inc., filed on or about late 2005/6 – for damage to property during the construction of Lots A, B, C and D. (Not sure who introduced the subject but you mentioned to me that a Cox and Dinkins' employee was in the Oak Grove magistrate court the day of trial, why? (Bearded fellow you said).

Time Warner Cable (TWC) filed late 2005/6 – concluded 2008. (The verdict still amazes me, from 1994 to 2004, I mowed the grass, walked in my backyard and pulled up in and backed out of the driveway with a direct view to where the pedestal was installed but somehow I manage to miss a large green cable box (pedestal) during that entire time according to that jury).

So, approximately 2.5 years later when I thought it was all over in December 2010, a **Trigger** was pulled and as a result of pulling the plat and other papers filed by you in 2004 for Steve Fair Builders, I have apparently discovered a cloud on my title that has resulted in slander to my title, actions of illegal trespass, embarrassment/humiliation and the confiscation/ conversion of the 15/50 between the mysterious rebar given legitimacy by you on the filed plat, and the senior property line, etc.,

But for their actions, prior to December 2010, I had no reason to make any type of discovery or had any idea that the homeowners would make such a declaration. I was in possession of the property, paying taxes it is attached to my property, I verbally informed a homeowner that he was crossing the line and mowing my grass this was in 2007.

In January 2011, I believed, what may have triggered all of this and kept the actions of those involved in this project in gear. Prior, to that date, I had **absolutely no reason** to investigate, pull the plats of another homeowner on a different street. Their plat, deeds had nothing to do with me therefore I could not have known or discovered any injury to me in 2004 – 2010 until there was a reason to look.

It has become quite clear to me after studying and being educated on plat reading and the survey process that I have been trespassed on from the very beginning by all involved in that project and as I have stated above if you had remained in the confounds of the survey you were hired to conduct, which was the "park" that rebar that suddenly appeared in 2004 would have not been legitimized causes damages to me. I did not contract to have Cox and Dinkins to survey my property. You were perfectly aware were the senior property line was and intentionally crossed it to my detriment, why?

Sometimes it is not reasonably possible for a person to discover the cause of an injury, or even to know that an injury has occurred, until considerably after the act which causes the injury. There has to be a trigger that trigger was pulled in December 2010.

In conclusion, I believe by publishing the plat of 2004 and filing officially to ROD your company gave status to that rebar as a result I was left vulnerable to what I am dealing with today. I believe, during the construction of the Toucan Way property by Fair Builders, Inc., in 2004, my property line was redrawn as evidenced by the supposedly "(o)ld" rebar and perhaps the new one. I believe you and your company may have known what was going on and looked the other way.

I plan to request an investigation into this from LLR in an attempt to trace where the illegal rebar came from, apparently surveyors place marking on the rebar they place but it is not required. And, I will request that the one in the ground that appeared in 2004 marked as (o) be court ordered to be removed and your plat be correct and to have my name removed from your plat/survey, etc. I am told I cannot dig up the rebar to check for identification it has to be court ordered. (As well as the new one you placed). And,

I will ask the court to review if your company had authority to attach 118 and 120 to my property line particularly 118.

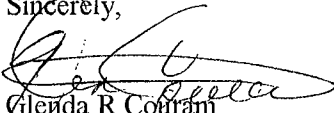
By the publishing and filing of the 2004 plat by Cox and Dinkins and the oral disparaging comments made in December 2010, I now have a "cloud on my title" "slander to my title" and possibly malpractice and once again I am in court defending another section of my property as a result of everyone involved in the Toucan Way development.

I wrote this to have a record of our conversation on March 25th, 2011, I believe the information I contributed to you is accurate.

Fact: 1) I did not buy a parcel of land for development in 2004 and cause damage to another's during the development and refuse to correct that damage; 2) I did not go onto TWC's property and ask to install equipment and after being told "no" and denied access install the equipment anyway; 3) I did not contract for a survey company to survey my land and perhaps then say while you are at it trespass and survey my neighbors' land and find a way for me to relieve them of 15/50 feet of it; 4) And, in 2010, I did not cross my neighbor's property line and with audacity seize that land claiming it as mine. I DID NOT INSTIGATE ANY OF THESE ACTIONS.

I believe there is a pretty good possibility that because I was in bankruptcy and as far as everyone involved was concerned essentially gone it was decided to in some way to redraw property lines. I don't know.

Sincerely,


Glenda R Couram
104 Macaw Lane
Lexington, SC 29073
803 896-7509

file

BK1968PG176

FILED

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

RESTRICTIVE COVENANTS

1991 NOV - 6 AM 9:48

WRENWOOD SUBDIVISION, PHASE IV

JOANNE B. TERRELL

LEXINGTON COUNTY, S.C.

W.J.S., Inc., H. Walter Hendrix Builder, Inc., and Steve
Hendrix Builders, Inc., owners of Wrenwood Subdivision, Phase IV,
located in Lexington County, South Carolina, do hereby declare,
covenant, and agree on behalf of themselves, their successors and
assigns, with all persons, their heirs and assigns, who shall here-
after purchase lots in the Wrenwood Subdivision, Phase IV, shall be
subject to the following restrictions, reservations, covenants, and
limitations as to the use thereof, and these restrictions shall run
with the land:

1. The property of the Wrenwood Subdivision, Phase IV, is
described as follows:

All that certain piece, parcel, tract, or lot
of land, situate, lying, and being in Lexington
County School District Number One, Lexington
County, South Carolina, shown and delineated as
containing 19.653 Acres on a Plat of the Wrenwood
Subdivision, Phase IV, prepared for S.J.W., Inc.
by DDC Engineers, Incorporated, dated December
11, 1989, and recorded in Plat Book 237, at Page
193, in the Office of the Register of Mesne Con-
veyances for Lexington County.

This being the identical property conveyed to
W.J.S., Inc. by Deed of SCN Mortgage Corporation,
dated July 12, 1990, and recorded July 12, 1990,
in Record Book 1628, at Page 031, in the Office
of the Register of Mesne Conveyances for Lexington
County.

Tax Map Number: 006696-04-021

2. No lot shall be used except for residential purposes.

32210

187

BK1968PG177

No building shall be erected, altered, placed, or permitted to remain on any residential lot other than One (1) detached single family dwelling of modern construction not to exceed Two and One-Half (2½) Stories in height, and garages and appropriate out-buildings which shall conform with the architecture of the main house in design and construction. Garages may be attached to the main dwelling or detached so long as the side, front, and rear line restrictions are complied with. No carports will be allowed.

3. No dwelling shall be permitted on any lot which has less than One Thousand (1000) Square Feet of heated floor space exclusive of porches and garages. Any One (1) Story dwelling shall have a minimum of One Thousand (1000) Square Feet of heated floor space.

4. No building shall be located on any lot nearer than Twenty-Five (25) Feet to the front line or nearer than Ten (10) Feet to any side street line, and no building shall be located nearer than Five (5) Feet to an interior side lot line; no building shall be located nearer than Twenty (20) Feet to the rear lot line. For the purpose of this covenant, eaves, steps, open porches, and garages shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The minimum distance between Two (2) houses shall be Twelve (12) Feet.

W.J.S., Inc., H. Walter Hendrix Builder, Inc., and Steve Hendrix Builders, Inc., their successors and assigns, reserve the right to alter those side and rear restrictions for the unintentional violation of same, but such change shall not exceed Fifty (50%) Per Cent of such marginal requirements or building line restrictions.

BK1968PG178

W.J.S., Inc., H. Walter Hendrix Builder, Inc. and Steve Hendrix Builders, Inc., their successors and assigns, reserve the right to alter those front line restrictions for the unintentional violation of same, but such change shall not exceed Twenty (20%) Per Cent of such building set back line restrictions.

5. No lot may be subdivided without the written consent of W.J.S., Inc, H. Walter Hendrix Builder, Inc, and Steve Hendrix Builders, Inc., their successors or assigns. Should a lot or a part of a lot subdivided under this paragraph be owned by the same person or persons owning the adjacent lot, said owner may apply the restrictions as to setback lines and easements to the combined property as though it were one lot.

* 6. Easements for the installation of utilities and drainage facilities are reserved unto W.J.S., Inc., H. Walter Hendrix Builder, Inc., and Steve Hendrix Builders, Inc., their successors and assigns, as shown on the recorded Plat and over five (5) feet ^{/front and} along each side line of each lot and rear ten (10) Feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels to the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

No mention of easements which is not recognized as a restriction

under use

7. No noxious or offensive activity shall be carried on upon

8. No structure of a temporary character, shall be utilized upon any lot except as specifically approved by the Covenantor in writing.

9. No sign of any kind shall be displayed to the public view on any lot except for a "FOR SALE" sign of not more than five (5) square feet ^{W.C.A.} advertising the property for sale or rent, or signs used by a contractor to advertise the property during the construction and sale period.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. ^{W.C.A.} All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All trash, garbage or other waste must be kept in sanitary containers.

11. No lot may be subdivided without the written consent of The Wrenwood Corporation. ^{W.C.A.}

12. No individual sewage disposal system shall be permitted on any lot unless same is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the State Board of Health or the South Carolina Pollution Control Authority. Approval of such a system must be obtained in writing and readily available for inspection by the Covenantor.

13. No building shall be erected, placed or altered on any lot unless the construction plans and specifications and the plans showing the location of the structure have been approved by ^{W.C.A.} The Wrenwood Corporation, or a person or persons designated by them, as to the quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback line. ^{W.C.A.} The approval of The Wrenwood Corporation, as required in these covenants shall be in writing. ^{W.C.A.} In the event that The Wrenwood Corporation shall fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. TERM. The covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of the majority of the lots have been recorded, agreeing to change said covenants, provided, however, that these conditions and restrictions may be amended at any time by a written instrument signed by a majority of the owners of the lots in the subdivision which majority shall include all the owners of lots on the streets upon which lot effected is situated; provided, however, that the restrictions cannot be amended changing the use of any lot from residential to educational or church purposes without the written consent of The Wrenwood Corporation, ^{W.C.C.} its successors and assigns.

15. No front fences, copings, retaining walls, billboards, or other obliterating structure shall be erected or maintained on any lot in this, the Wrenwood Subdivision, without first obtaining the written consent of the Covenantor.

16. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

17. Invalidation of any one of these covenants by judgment ^{W.C.C.} or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

18. The Wrenwood Corporation, ^{W.C.C.} its successors and assigns, reserves the right to impose additional restrictions on any unsold lot or area by declaration or by including said restrictions on the Deed to that individual lot, but such added restrictions shall be in addition to the restrictions hereby declared and imposed.

IN WITNESS WHEREOF, The Wrenwood Corporation ^{W.C.C.} has caused these present to be executed in its name by William Charles Gray, its President on the

1st day of Nov. 1926.

IN THE PRESENCE OF:

THE WRENWOOD CORPORATION.

Grace E. HamiltonBY: William Charles Gray
William Charles Gray, PresidentKay Coogler

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON

PERSONALLY APPEARED BEFORE ME Grace E. Hamilton,
W.C.H.

and made oath that she saw the within-named The Wrenwood Corporation by William Charles Gray, President, sign, seal and deliver the within-written Restrictive Covenants for the uses and purposes herein mentioned, and that she with Kay Coogler witnessed the execution thereof.

SWORN TO before me this 1st
day of November, 19 76

Henry Paul Mann
Notary Public for South Carolina

Grace E. HamiltonMy Commission Expires: MY COMMISSION EXPIRES 11/30/82.

Recorded this 4th day of November, 19 76, 12:07 P.M.
EVELYN FAYE KYZER, R.M.C.

Timothy G. Driggers
ATTORNEY AT LAW

117 East Main Street
P.O. Box 1001
Lexington, S.C. 29071

(803) 359-5174
FAX 359-5175

July 14, 1994

Ms. Glenda R. Couram
104 Macaw Lane
Lexington, S.C. 29073

RE: Deed and Plat to Property

Dear Ms. Couram:

Enclosed for your records is the original Deed and Plat to your Wrenwood Subdivision property as recorded with the Office of the Register of Mesne Conveyance for Lexington County.

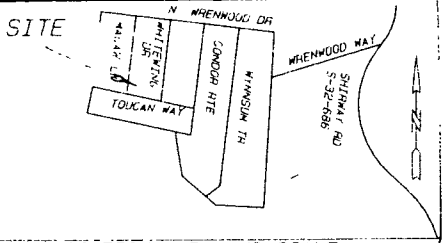
Thank you for allowing me to be of assistance to you.

Sincerely,



Timothy G. Driggers

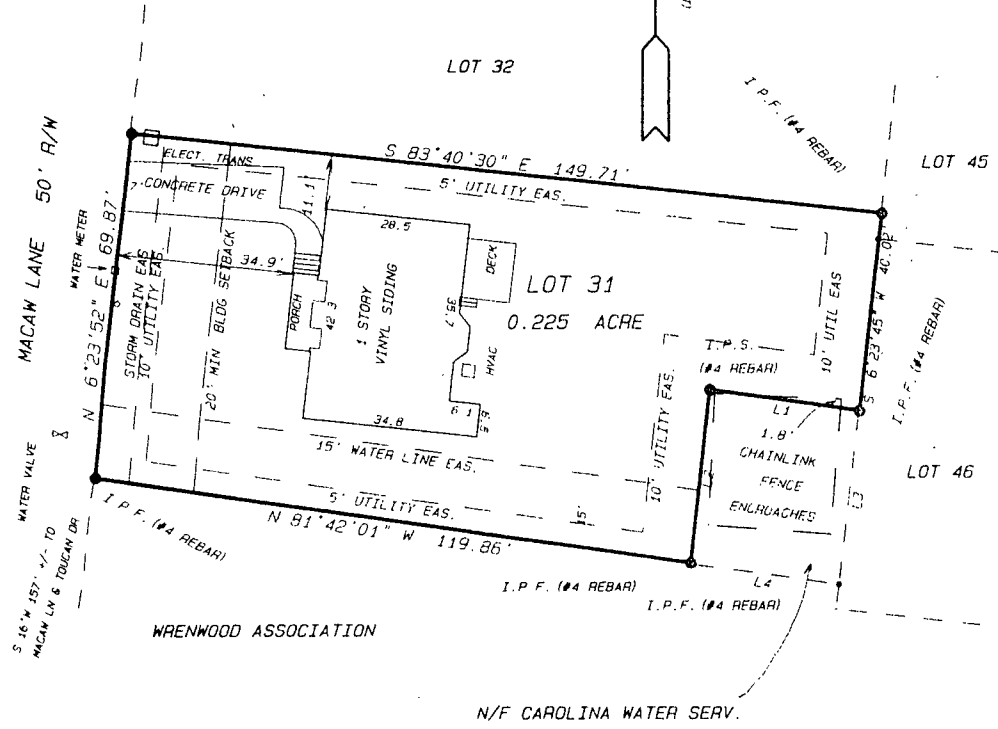
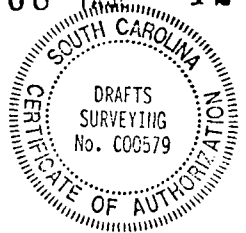
TGD/tmt



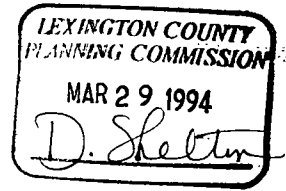
LOCATION MAP - NO SCALE

FILED
MAR 29 3 43 PM '94

JOSEPH L. TRIBBLE
JULC
LEXINGTON COUNTY

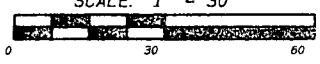


LINE	BEARING	DISTANCE
L1	N 81° 43' 36" W	30.00
L2	S 6° 17' 42" W	35.00
L3	S 6° 15' 53" W	35.02
L4	N 81° 41' 46" W	30.02



CLOSING SURVEY FOR
GLEND A. COURAM
LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA

SCALE: 1" = 30'



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THE ABOVE SHOWN LOT IS ALSO SHOWN AS LOT 31 ON A FINAL PLAT OF WRENWOOD, PHASE IV, DATED JUNE 11, 1991, AND LAST REVISED NOVEMBER 25, 1991 BY PALMETTO ENGINEERING AND SURVEYING CO., INC., RECORDED IN LEXINGTON COUNTY PLAT BOOK 247 AT PAGE 163.

14264

I HEREBY CERTIFY THAT I HAVE CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, "FLOOD INSURANCE RATE MAP", #450129 0255 B, EFFECTIVE JUNE 15, 1981, AND DETERMINED THAT THE ABOVE LOT LIES WITHIN THE APPROXIMATE SCALED LIMITS OF ZONE "C", NOT A 100 YEAR FLOOD AREA.

DRAFTS SURVEYING INC.

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DRAFTS SURVEYING, INC.

PO Box 1014 – Lexington, SC 29071

(803) 957-8887

Glenda R. Couram
104 Macaw Lane
Lexington, South Carolina 29073

RE: Glenda Renee Couram v. Mr. & Mrs. Christopher Hooker, et al.
Civil Action No.: 2011-CP-32-01010

Dear Ms. Couram.

Enclosed, please find **James F. Drafts of Drafts Surveying, Inc.'s Responses to Plaintiff's Request for Admission and Certificate of Service by Mail**, which I hereby serve upon you by mail.

Yours very truly,

James F. Drafts



*11/24: Will send w/ more spec questions or request to court
for more specific answers from Mr. Draft.*

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

Glenda Renee Couram,)
Plaintiff,)

Civil Action No.: 2011-CP-32-01010

v.)

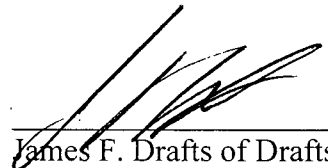
CERTIFICATE OF SERVICE BY MAIL

Mr. & Mrs. Christopher Hooker,)
Mr. & Mrs. Carl Reibold, All persons)
claiming any legal or equitable right,)
title or interest in the Property)
Described in the Complaint adverse)
to the Plaintiff's; Cox &)
Dinkins, Inc., Fair Builders/)
Developers, Inc., Donald "Don")
Rawls & Steve Fair in their)
Individual capacities, Carolina Water)
Svc. (CWS), Carolina Trace)
Utilities, Inc., & Utilities, Inc.,)
Corporate Offices,)
Defendants.)

I, James F. Drafts of Drafts Surveying, Inc., do hereby certify that I have served the following with the foregoing **JAMES F. DRAFTS OF DRAFTS SURVEYING, INC.'S RESPONSES TO PLAINTIFF'S REQUEST FOR ADMISSION**, by mailing a copy of same, postage prepaid and return address clearly indicated on said envelope, to them at the following address:

Glenda R. Couram
104 Macaw Lane
Lexington, South Carolina 29073

on this 12 day of June, 2012 all in accordance with Rule 5 (b)(1) of the South Carolina Rules of Civil Procedure.


James F. Drafts of Drafts Surveying, Inc.
463 Highway 378 W
Lexington, South Carolina 29072

Lexington, South Carolina

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6/18 SPK w/ Mr Draft said only rebar
= (1) back where
crossed
in located
IPS #4

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

Glenda Renee Couram,)
Plaintiff,)

Civil Action No.: 2011-CP-32-01010

v.)

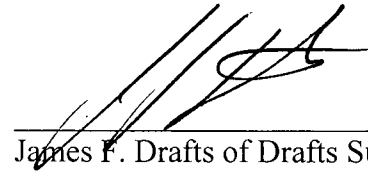
**JAMES F. DRAFT OF DRAFT SURVEYING,
INC.'s RESPONSES TO REQUEST FOR
ADMISSION FROM PLAINTIFF**

Mr. & Mrs. Christopher Hooker,)
Mr. & Mrs. Carl Reibold, All persons)
claiming any legal or equitable right,)
title or interest in the Property)
Described in the Complaint adverse)
to the Plaintiff's; Cox &)
Dinkins, Inc., Fair Builders/)
Developers, Inc., Donald "Don")
Rawls & Steve Fair in their)
Individual capacities, Carolina Water)
Svc. (CWS), Carolina Trace)
Utilities, Inc., & Utilities, Inc.,)
Corporate Offices,)
Defendants.)

James F. Drafts of Drafts Surveying, Inc. (hereinafter referred to as "Drafts") responding
to the Plaintiff's Request for Admission responds as follows:

1. Admit.
2. Admit. Survey was completed on February 24, 1994.
3. Denied.
4. Denied. Plaintiff does not specify which easement she is referring to.
5. Denied. Plaintiff does not specify which easement she is referring to.
6. Denied. Plaintiff does not specify which easement she is referring to.
7. Denied. Plaintiff does not specify which easement she is referring to.
8. Admit. The plat in question had rebar on the corners and this surveyor placed one number 4 rebar on the property, labeled IPS (iron pin, set)?
9. Denied. The only rebar Drafts placed down was one number 4 rebar labeled as IPS.
10. Admit but contact was not in relation to this property.
11. Denied.
12. Denied.
13. Denied. Drafts has no recollection of the conversation with the Plaintiff.
14. Denied. Drafts has no recollection of the conversation with the Plaintiff.
15. Denied.
16. Denied.
17. Denied.
18. Denied.
19. Denied. Drafts has no knowledge.

20. Denied. Drafts has no knowledge.
21. Denied. The only rebar Drafts has knowledge of were the rebars found on the lot corners (IPF) and the number 4 IPS which Drafts placed on the property.
22. Denied. Drafts has no knowledge.
23. Denied. Drafts has no knowledge.
24. Denied. Drafts has no knowledge.
25. Denied. Plaintiff lacks to specify which rebar to which she is referring.
26. Denied.
27. Denied.
28. Denied. Drafts has no knowledge.
29. Denied. Drafts has no consultation.



James F. Drafts of Drafts Surveying, Inc.

JUNE 12, 2012

NO TITLE EXAMINATION REQUESTED OR PERFORMED

STATE OF SOUTH CAROLINA)
) DEED TO REAL ESTATE
COUNTY OF LEXINGTON)

KNOW ALL MEN BY THESE PRESENTS, That I, **DOUGLAS HAWKINS**, (Hereinafter Called "Grantor (s)") in the State aforesaid, for and in consideration of the Sum of Five Thousand and No/100 (\$5,000.00) Dollars to me/us paid by **FAIR BUILDERS, INC.**, (Hereinafter called "Grantee(s)") in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee(s).

FAIR BUILDERS, INC.

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in School District No. 1, County of Lexington, State of South Carolina, shown and delineated as **LOTS 1, 2, 19 and 20 (1.08 acres)** on a portion of a Plat of **WRENWOOD SUBDIVISION** prepared for August Kohn Co., Inc. by Johnny T. Johnson & Associates dated November 8, 1982, recorded in Plat Book 19-G, Page 780.

This being the identical property conveyed to Douglas Hawkins by Tax Title to Real Estate from William O. Rowell, Treasurer of Lexington County as Tax Collector, dated June 28, 2001, and recorded June 28, 2001, in the Office of the ROD for Lexington County in Record Book 6477 at Page 232.

TMS #006628-05-001

Grantee's Address: 100 S. Wrenwood St., Lexington, SC 29073

This Deed is also made subject to all zoning and other governmental regulations of the County of Lexington and any other governmental agency (local, state or federal).

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 said premises before mentioned unto the Grantee(s) and the Grantee (s) heirs and assigns forever.

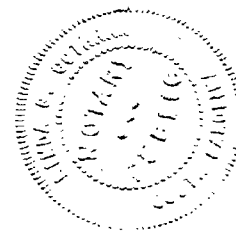
And the Grantor(s) do hereby bind the Grantor(s) and the Grantor's successors, heirs and assigns to warrant and forever defend all and singular the before-mentioned premises unto the Grantee(s) and the Grantee(s) heirs and assigns against the Grantor(s) and the Grantor(s) successors, heirs and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5 day of FEB., 2003.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Pete D. Pentecost (SEAL)
Witness DOUGLAS HAWKINS
Linda G. Cathran (SEAL)
Witness

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) PROBATE



Personally appeared before me the undersigned witness and made oath that he/she saw the within named DOUGLAS HAWKINS, sign, seal and as his/her/their act and deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Linda G. Cathran
NOTARY PUBLIC FOR SOUTH CAROLINA
Pete D. Pentecost
Witness

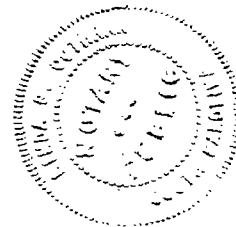
My Commission Expires: 6-24-12

And the Grantor(s) do hereby bind the Grantor(s) and the Grantor's successors, heirs and assigns to warrant and forever defend all and singular the before-mentioned premises unto the Grantee(s) and the Grantee(s) heirs and assigns against the Grantor(s) and the Grantor(s) successors, heirs and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5 day of FEB., 2003.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

Pete D. Penhew (SEAL)
Witness DOUGLAS HAWKINS
Linda G. Cathran (SEAL)
Witness



STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON) PROBATE

Personally appeared before me the undersigned witness and made oath that he/she saw the within named DOUGLAS HAWKINS, sign, seal and as his/her/their act and deed deliver the within written Deed; and that he/she with the other witness subscribed above witnessed the execution thereof.

Linda G. Cathran (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
Pete D. Penhew
Witness

My Commission Expires: 6-24-12

2006021011 FILED, RECORDED, INDEXED
04/17/2006 13:03:38:687
Rec Fee:\$18.00 St Fee:\$293.00
Co Fee:\$124.38 Pages:2
Lexington County ROD Debra M. Gunter
DEED Bk:Pg 10985:20

RECORDING INFORMATION:

STATE OF SOUTH CAROLINA

GENERAL WARRANTY DEED

COUNTY OF LEXINGTON

KNOW ALL MEN BY THESE PRESENTS THAT, **FAIR BUILDERS, INC.**, hereinafter referred to as Grantor, for and in consideration of the sum of ONE HUNDRED TWELVE THOUSAND NINE HUNDRED AND 00/100 (\$112,900.00) DOLLARS to Grantor paid by **CARL O.**

REIBOLD and TERESA K. REIBOLD, hereinafter referred to as Grantee, in the state aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does hereby grant, bargain and release unto the said Grantee, Grantee's heirs, successors and assigns forever:

All that certain piece, parcel or lot of land, with improvements thereon, situate lying and being in the County of LEXINGTON, State of South Carolina and being more particularly shown as LOT B on a plat of Wrenwood Subdivision Phase V by Cox and Dinkins dated June 30, 2004 and recorded in the Recorder's Office for the above named county in Plat Slide 739 at page 4.

This being the property conveyed to FAIR BUILDERS, INC. by deed of Douglas Hawkins, recorded 02/07/2003 in the Lexington County ROD in Book 7899 at page 57.

Tax Map Number 006629-02-018

This conveyance is made subject to Easements, Restrictions, Covenants and Conditions of record.

Grantee's Address: 118 TOUCAN WAY
LEXINGTON, SC 29073

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 Grantee, Grantee's heirs, successors and assigns forever.

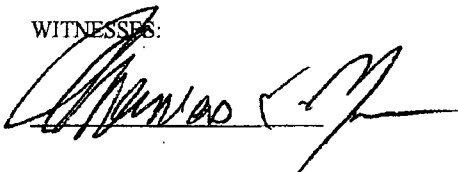
AND THE GRANTOR hereby binds Grantor's heirs, successors and assigns to warrant and forever defend all and singular, the said premises unto the Grantee, Grantee's heirs, successors and assigns against Grantor and Grantor's heirs, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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Any reference, in this instrument, to the singular shall include the plural and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee and/or Grantor.

WITNESS my hand and seal this 14th day of April, in the year 2006

WITNESSES:

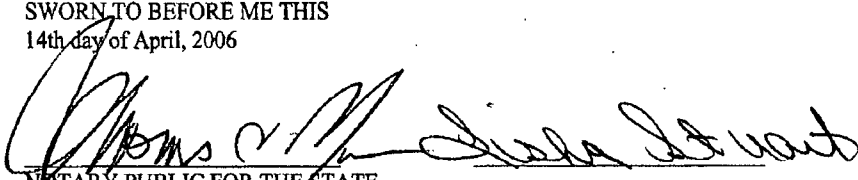


FAIR BUILDERS, INC.
By: OWNER / PRES.
Its:

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

PERSONALLY APPEARED BEFORE ME the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he, with the above signed witness witnessed the execution thereof.

SWORN TO BEFORE ME THIS
14th day of April, 2006


NOTARY PUBLIC FOR THE STATE
OF SOUTH CAROLINA
MY COMMISSION EXPIRES: 1/8/11

2005061034 FILED, RECORDED, INDEXED
11/04/2005 12:24:54:543
Rec Fee:\$10.00 St Fee:\$296.40
Co Fee:\$125.40 Pages:2
Lexington County ROD Debra M. Gunter
DEED Bk:Pg 10602:87

Return Recorded Document to:
Frederick I. Hall, III, PA
310 Gibson Road

Lexington, SC 29072

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF LEXINGTON)

KNOW ALL MEN BY THESE PRESENTS, that **FAIR BUILDERS, INC.**, in the State aforesaid for and in consideration of the sum of **One Hundred Thirteen Thousand Nine Hundred and 00/100 (\$113,900.00)** to us in hand paid at and before the sealing of these presents by **SABRINA K. HOOKER of 120 TOUCAN WAY, LEXINGTON, SOUTH CAROLINA 29073** in the State aforesaid for which the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said **SABRINA K. HOOKER**, his/her/their Heirs and Assigns, forever, the following described property, to-wit:

All that certain piece, parcel, lot of land, with the Improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot A, containing 0.27 acre on a Final Plat of Wrenwood Subdivision, Phase V, prepared for Fair Builders, inc. by Cox and Dinkins, INC dated June 30, 2004 and recorded in the Office of the ROD for Lexington County in Plat Slide 793 at Page 5. For a more specific description of the metes and bounds of said property, reference is hereby made to the aforementioned plat.

This being a portion of the property conveyed to Fair Builders, Inc., by deed of Douglas Hawkins, dated February 5, 2003 and recorded February 7, 2003 in the Office of the ROD for Lexington County in Record Book 7899, at Page 57.

TMS #006629-02-017

THIS Deed is also made subject to all zoning and other governmental regulations of LEXINGTON County and any other governmental agency (local, state or federal). Said property is conveyed subject to all covenants, restrictions and affirmative obligations.

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 before mentioned unto the said **SABRINA K. HOOKER**, his Heirs and Assigns forever.

AND the we do hereby bind ourselves, our Heirs, successors and Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said **SABRINA K. HOOKER**, his/hers/their Heirs and Assigns, against the Grantor, his/her Heirs and Assigns and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

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AFFIDAVIT BOOK 725 PAGE 4

40210

FORM NO. 116 - TITLE TO REAL ESTATE BY A CORPORATION
REVISED 1939
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

FILED

The State of South Carolina,
COUNTY OF LEXINGTON

MAY 3 4 22 PM '85

JOANNE D. TRIGBLE
RMC
LEXINGTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That

AUGUST KOHN AND COMPANY, INCORPORATED

in the State aforesaid, for and in consideration of the sum of
Five and no/100 (\$5.00) Dollars and other valuable consideration ~~ENCL~~
to it in hand paid at and before the sealing of these presents, by Carolina Water Service, Inc.
in the State aforesaid, (the receipt whereof is hereby acknowledged)
has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

CAROLINA WATER SERVICE, INC., its Successors and Assigns:

All that certain piece, parcel or lot of land situate, lying and being near the town of Red Bank in the County of Lexington, State of South Carolina, being shown and designated as "Well Site" on a Plat of Wrenwood Subdivision prepared for August Kohn Co., Inc., by Johnny T. Johnson & Assoc., dated November 8, 1982, revised August 26, 1983, and recorded in the RMC Office for Lexington County South Carolina on 5-3-85 in Plat Book 2006 at page 887.

This conveyance is subject to existing easements and to easements and restrictions of record, including those shown on recorded Plats.

This being a portion of the same property conveyed to the Grantor herein by Deed of Wrenwood Corporation dated October 31, 1977, recorded November 8, 1977 in Deed Book 232 at page 1 in the RMC Office for Lexington County.

ALSO, granted hereby is a non-exclusive easement appurtenant to the "Well Site" being conveyed herein to the Grantee, for purposes of ingress and egress for constructing and maintaining a water well on the "Well Site." Said easement is 15 feet in width, as shown and delineated on the above described Plat recorded in Plat Book 200-6 at page 887.

TMS# 6628-5-2

GRANTEE'S ADDRESS: 1905 Sunset Boulevard, Post Office Box Drawer 4509,
West Columbia, South Carolina 29171-4509

BOOK 725 PAGE 4

505

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 before mentioned unto the said CAROLINA WATER SERVICE, INC., its Successors ~~HERE~~ and Assigns forever.

And the said AUGUST KOHN AND COMPANY, / INCORPORATED does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said CAROLINA WATER SERVICE, INC., its Successors ~~HERE~~ and Assigns, against itself and its successors ~~AND ANY OTHER PERSONS WHO MAY CLAIM~~ lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF AUGUST KOHN AND COMPANY, INCORPORATED has caused

these presents to be executed in its name by Wade H. Britt, III its President, and by J. Bruce King, Jr. its Vice-President

and its corporate seal to be hereto affixed this 1st day of May in the year of our Lord, one thousand nine hundred and eighty-five (1985), and in the 111th two hundred and ninth (209) year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

Kimi Hall Witness
Carolyn S. Hallway Witness

AUGUST KOHN AND COMPANY, INCORPORATED (Seal)
By Wade H. Britt, III President.
J. Bruce King, Jr. Vice-President

The State of South Carolina,
COUNTY OF LEXINGTON

PERSONALLY appeared before me Kim Hall

(Insert name of Witness)

who, in oath, says that he saw the within-named AUGUST KOHN AND COMPANY, INCORPORATED

(Insert name of Corporation)

by Wade H. Britt, III

(Insert name of President or Vice-President)

its

President and J. Bruce King, Jr.

its

Vice-President

(Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Carolyn G. Galloway

(Insert name of other Witness)

witnessed the

execution thereof.

Kim Hall

(Witness)

SIVORN to before me, this 1st day of May, A. D. 1985.

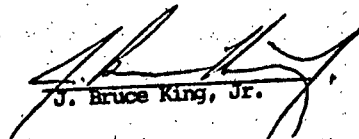
Carolyn G. Galloway (Seal)
M C E: 1-21-90 Notary Public, S. C.

BOOK 725 PAGE 7

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

AFFIDAVIT

Personally appeared before me J. Bruce King, Jr., who, being
duly sworn, deposes and says that the total consideration for the
deed from August Kohn and Company, Incorporated to Carolina Water
Service, Inc. did not exceed the sum of \$100.00.


J. Bruce King, Jr.

SWORN to and subscribed before
me this 1 day of May 1985.

Caralyn B. Beckman (L.S.)
Notary Public for South Carolina

My Commission expires: 1/21/90

BOOK 725 PAGE 7

BK2950PG059

FORM NO. 118 - TITLE TO REAL ESTATE BY A CONVEYANCE
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

FILED

The State of South Carolina

MAR 23 3 44 PM '94

COUNTY OF LEXINGTON

JOHN T. TUBBLE
CLERK
LEXINGTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
STEVE HENDRIX BUILDERS, INC. DOCUMENTARY
STAMP
TAX
183.30

In the State aforesaid, For and in consideration of the sum of
Seventy-Thousand Five Hundred and No/100 (\$70,500.00) Dollars
to it in hand paid at and before the sealing of these presents, by Glenda R. Couram
in the State aforesaid, (the receipt whereof is hereby acknowledged)
has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

GLENDIA R. COURAM, HER HEIRS AND ASSIGNS:

All that certain piece, parcel tract or lot of land, with the improvements thereon, situate, lying and being in Lexington County School District Number One, Lexington County, South Carolina, shown and delineated as Lot Number Thirty-one (31) of the Wrenwood Subdivision, Phase 4, containing 0.225 of an Acre, on a plat prepared for Glenda R. Couram by Drafts Surveying, Inc., dated February 24, 1994, and recorded in Plat Book 269, at page 12, in the Office of the Register of Mesne Conveyances for Lexington County.

Lot Number Thirty-one (31) of the Wrenwood Subdivision, Phase 4, has the following boundaries and measurements: Beginning at a point on Macaw Lane where the subject property adjoins Lot Number Thirty-two (32) of the Wrenwood Subdivision, Phase 4, then turning and running S-83-40-30-E along Lot Number Thirty-two (32) of the Wrenwood Subdivision, Phase 4, for a distance of 149.71 feet; then turning and running S-6-23-45-W along Lot Numbers Forty-five (45) and Forty-six (46) of the Wrenwood Subdivision, Phase 4, for a distance of 40.02 feet; then turning and running N-81-43-36-W along property now or formerly of Carolina Water Service for a distance of 30.00 feet; then turning and running S-6-17-47-W along property now or formerly of Carolina Water Service for a distance of 35.00 feet; then turning and running N-81-42-01-W along property of the Wrenwood Association for a distance of 119.86 feet; then turning and running N-6-23-52-E along Macaw Lane, along which it fronts for a distance of 69.87 feet.

This being the identical property conveyed to Steve Hendrix Builders, Inc. by Deed of W.J.S., Incorporated, dated March 23, 1993, and recorded March 26, 1994 in Record Book 2479, at page 126, in the Office of the Register of Mesne Conveyances for Lexington County.

Tax Map Number: 006629-02-001.

Grantee's Address: 104 Macaw Lane, Lexington, S. C. 29073

14265

BK2950PG060

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 before mentioned unto the said

Glenda R. Courten, her

Heirs and Assigns forever.

And the said Steve Hendrick Builders, Inc.

does hereby bind itself

and its successors, to currow and forever defend all and singular the said premises unto the said Glenda R. Courten, her Heirs and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF

(Name of Corporation)

has caused

these presents to be executed in its name by

(Name of President or Vice-President)

He

President, and by

Joan K. Hendrick

(Name of Secretary or Treasurer)

is

Secretary

and its corporate seal to be hereto affixed this

28th

day of

March

in the year of our Lord, one thousand nine hundred and

Ninety-four

, and in the two

hundred and

Seventeenth

year of the Sovereignty and Independence of the United

States of America.

Signed, Stated and Delivered
in Presence of

L. C. Cook
Robert D. Cook

Witness

Witness

STEVE HENDRICK BUILDERS, INC. (Said)

By

Joan K. Hendrick

JOAN K. HENDRICK - Secretary

Witness

LEXINGTON COUNTY SHERIFF'S DEPARTMENT
INCIDENT REPORT

UNAPPROVED REPORT

6270

CASE NUMBER

MCC

NO ENTD

06054123

INCIDENT TYPE		COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS TYPE VICTIM
1 HARASSMENT Intimidation-No Threats		☒ YES ☐ NO	☐ YES ☐ NO	Residence/Home	☒ Individual ☐ Business ☐ Financial Inst ☐ Government ☐ Relig. Orgin ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off
2		☐ YES ☐ NO	☐ YES ☐ NO		
3		☐ YES ☐ NO	☐ YES ☐ NO		
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)				ZIP CODE	WEAPON TYPE
Wrenwood / 104 McCaw Ln Lexington SC				29073	
INCIDENT DATE - 24 HR CLOCK		TO	DATE	24 HR CLOCK	
6/30/06		1730	6/30/06	1738	
DISP DATE		DISP TIME	TIME ARRIVED		DEPART TIME
6/30/06		1738	1758		1826
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT	Resident	RACE	SEX
SAME AS VICTIM		#1 #2 #3	J S O U		
ADDRESS		CITY		STATE	ZIP CODE
		Lexington		SC	29073
VICTIM'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT	Resident	RACE	SEX
Couran - Glenda		#1 #2 #3	J S O U		
HEIGHT		WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES ETC
506		180	BLK	BRN	
ADDRESS		CITY		STATE	ZIP CODE
104 McCaw Ln		Lexington		SC	29073
VISIBLE INJURY (VICT 1) ☐ YES ☒ NO		EXPLAIN -			
VICTIM (NO 1) USING ALCOHOL ☐ YES ☐ NO ☒ UNK		DRUGS ☐ YES ☐ NO ☒ UNK		TYPE	
TWO-MAN VEH ☐ ONE-MAN VEH ☐ DETECTIVE/SPL ASMT ☐ OTHER ☐ ALONE ☐ ASSISTED ☐		J - This Jurisdiction S - State Out of State U - Unknown			
☒ SUSPECT		NAME (LAST, FIRST, MIDDLE)			
☐ RUNAWAY		Fair - Steve			
☐ WANTED		RACE SEX AGE ETH DATE OF BIRTH HEIGHT WEIGHT HAIR EYES			
☐ WARRANT		W M 49 N -3/26/57 509 140 BRO BRN			
☐ ARREST		FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC			
☐ JAIL		ADDRESS			
☐ SUMMONS		100 S Wrenwood Dr			
SUBJECT NO 1 USING ALCOHOL ☐ YES ☐ NO ☒ UNK		ARRESTED NEAR OFFENSE SCENE ☐ YES ☒ NO		DATE / TIME OF OFFENSE	
DRUGS ☐ YES ☐ NO ☒ UNK ☐ TYPE		TOTAL # ARRESTED 0		DATE / TIME OF ARREST	
VICTIM BILL OF RIGHTS (COPY PROVIDED) ☐ YES ☒ NO		BOND HEARING (DATE / TIME)			
VICTIM WISHES TO BE NOTIFIED OF FUTURE LEGAL PROCEEDINGS? ☐ YES ☒ NO					
NARRATIVE					
Comp advised that ever since the Suspect has been in the neighborhood she has been in fear, not for her safety, but personal space and contentment. Previously she has taken the Suspect to court over Trespass but settlement was to his favor. On today's date she believes that the Suspect had someone cut down the natural growing bushes from the unknown property lines between their properties. The bushes were approx five feet apart and approx knee level. At this time the Comp stated that now she feels more intimidated because the Suspect and neighbors can see her more so than they would have before the rubage was cut down. Comp					
VICTIM SIGNATURE		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)		TOTAL VALUE			
STOLEN					
DAMAGED					
BURNED					
RECOVERED					
SEIZED					
FORGED					
UNKNOWN					
NONE					
ADMINISTRATIVE					
REASON FOR EXCEPTIONAL CLEARANCE 1 ☐ OFFENDER DEATH 2 ☐ NO PROSECUTION 3 ☐ EXTRADITION DENIED 4 ☐ VICTIM DECLINES COOPERATION 5 ☐ JUVENILE - NO CUSTODY					
REPORTING OFFICER(S)		DATE	UNIT NUMBER	APPROVING OFFICER	DATE
Radford - S		6/30/06	535		6/30/06
FOLLOW UP INVESTIGATION ☐ YES ☒ NO		OFFICER		DATE	
				7/11/06	

LCF537 (Rev 4/98) LCSD 008 04/01

211

UNAPPROVED REPORT

AGENCY I.D.
SCO320000LEXINGTON COUNTY SHERIFF'S OFFICE
INVESTIGATIVE REPORTCASE NUMBER
06054123

0271

☒ ORIGINAL
REPORT☐ SUPPLEMENTAL
REPORT☐ ADDITIONAL
VICTIMS☐ ADDITIONAL
STOLEN PROPERTY☐ STATUS
CHANGE☐ ADDITIONAL
OFFENDERS☐ ADDITIONAL
RECOVERED PROPERTY

PAGE 2 of 2 PAGES.

ORIGINAL COMPLAINANT: ☐ OR VICTIM ☐

NAME:

DATE OF BIRTH:

STREET ADDRESS:

RACE:

SEX:

CITY - STATE - ZIP:

AGE:

INCIDENT TYPE:

ORIGINAL SUSPECT:

NAME:

DATE OF BIRTH:

STREET ADDRESS:

RACE:

SEX:

CITY - STATE - ZIP:

AGE:

RECOVERED PROPERTY DOLLAR AMOUNT: \$ _____

CANCEL NCIC ENTRY: YES ☐ NO ☐

wished to file a report in case anything else was to happen. This has been an on-going property line dispute.

SUBJECT IDENTIFIED

SUBJECT LOCATED

YES ☒NO ☐YES ☐NO ☒☒ ACTIVE
☐ UNFOUNDED
☐ CLOSED
☐ ADMISS.☐ ARRESTED UNDER 18☐ EX-CLEAR UNDER 18☐ ARRESTED 18 AND OVER☐ EX-CLEAR 18 AND OVER

REASON FOR EXCEPTIONAL CLEARANCE:

DATE OF DEATH:

UNIT NUMBER:

APPROVING OFFICER:

DATE:

UNIT NUMBER:

REPORTING OFFICER:

DATE:

UNIT NUMBER:

APPROVING OFFICER:

DATE:

UNIT NUMBER:

UNAPPROVED REPORT

AGENCY ID
SCO 320000LEXINGTON COUNTY SHERIFF'S DEPARTMENT
INCIDENT REPORT

CASE NUMBER

196

NCIC

06027270

NO. ENTD

INCIDENT TYPE		COMPLETED	FORCED ENTRY	PREMISE TYPE	UNSUB TYPE VICTIM
1. ALL OTHER OFFENSES - Civil Dispute		☒ YES ☐ NO	☐ YES ☐ NO	Field/Woods	☒ Individual ☐ Business ☐ Financial Inst ☐ Government ☐ Relig. Organ ☐ Soc. Public ☐ Other ☐ Unknown ☐ Police Off.
2.		☐ YES ☐ NO	☐ YES ☐ NO		
3.		☐ YES ☐ NO	☐ YES ☐ NO		
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)				ZIP CODE	WEAPON TYPE
100 Block Macaw Ln, Lexington, SC				29073	
INCIDENT DATE		24-HR CLOCK	TO	DATE	24-HR CLOCK
4/6/06		2327		4/7/06	0105
DISPATCH DATE		DISPATCH TIME	TIME ARRIVED	DEPART. TIME	LOCATION NO.
4/6/06		2327	4/7/06	0105	South
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT	RESIDENT	RACE	SEX
SAME AS VICTIM		#1 #2 #3	J S O U	B	F
ADDRESS		CITY	STATE	ZIP CODE	LOCATION NO.
		Lexington	SC	29073	
VICTIM'S NAME (LAST, FIRST, MIDDLE)		RELATIONSHIP TO SUBJECT	RESIDENT	RACE	SEX
Couram, Glenda Renee		#1 #2 #3	J S O U	B	F
HEIGHT		WEIGHT	HAIR	EYES	FACE
502		140	BLK	BRN	
ADDRESS		CITY	STATE	ZIP CODE	LOCATION NO.
104 Macaw Ln		Lexington	SC	29073	
VISIBLE INJURY (VICTIM)		YES	NO	EXPLAIN	COMPLAINT OF ANY NON-VISIBLE INJURIES
					☒ YES ☐ NO ☒ EXPLAIN
VICTIM NO. 1		SINUS ALCOHOL	YES	NO	UNK
TWO-MAN VEH.		ONE-MAN VEH.	DETECTIVE/PLASMIT	OTHER	ALONE
SUSPECT		NAME (LAST, FIRST, MIDDLE)	RACE	SEX	AGE
☒		Fair, Steve	W	M	49
WANTED		DATE OF BIRTH	HEIGHT	WEIGHT	HAIR
☐		3/26/57	507	150	BRO BLU
WARRANT		ADDRESS	CITY	STATE	ZIP CODE
☐		114 Toucan Way	Lexington	SC	29073
ARREST		SUBJECT NO. 1	USING ALCOHOL	YES	NO
☐					
SUMMONS		DRUGS	YES	NO	UNK
☐					
TOTAL # ARRESTED		0			
VICTIM BILL OF RIGHTS (COPY PROVIDED) ☐ YES ☒ NO ☐ NO HEARING (DATE, TIME)					
VICTIM WISHES TO BE NOTIFIED OF FUTURE LEGAL PROCEEDINGS? ☒ YES ☐ NO					
On the above date R/O responded to the I/L and spoke with the victim who stated that she came home and found that the susp. had placed property markers on an easement that belonged to her. The victim stated that this problem has been going on for a while. The victim produced a plat of her property to show the property line. R/O found the property line marker and according to the marker in the victim's yard the easement is on the other side of the line. R/O then went to the susp. residence and spoke with him he stated that he has tried to explain the matter to the victim but to avail. The susp. stated that he and she are involved in a civil case with Judge					
VICTIM SIGNATURE		JURISDICTION OF THE LAW ENFORCEMENT AGENCY		JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY	
TYPE (GROUP)		TOTAL VALUE			
STOLEN					
DAMAGED					
BURNED					
RECOVERED					
SEIZED					
FORGED					
UNKNOWN					
NONE					
SUBJECT IDENTIFIED		SUBJECT LOCATED		ACTIVE	
☒ YES ☐ NO		☒ YES ☐ NO		☒ YES ☐ NO	
REASON FOR EXCEPTIONAL CLEARANCE		OFFENDER DEATH		NO PROSECUTION	
1		2		3	
REPORTING OFFICER(S)		DATE		UNIT NUMBER	
Haigler, T		4/7/06		526	
APPROVING OFFICER		DATE		UNIT NUMBER	
		4-7-06		526	
FOLLOW-UP INVESTIGATION		YES		NO	
☐ YES ☒ NO					

UNAPPROVED REPORT

AGENCY I.D.

SCO320000

LEXINGTON COUNTY SHERIFF'S OFFICE
INVESTIGATIVE REPORT

CASE NUMBER

06027270

197

☒ ORIGINAL
REPORT☐ SUPPLEMENTAL
REPORT☐ ADDITIONAL
VICTIMS☐ ADDITIONAL
STOLEN PROPERTY☐ STATUS
CHANGE☐ ADDITIONAL
OFFENDERS☐ ADDITIONAL
RECOVERED PROPERTY

PAGE 2 of 2 PAGES.

ORIGINAL COMPLAINANT ☐ OR VICTIM ☐

NAME

DATE OF BIRTH

STREET ADDRESS

RACE

SEX

CITY, STATE, ZIP

AGE

INCIDENT TYPE

ORIGINAL SUSPECT

NAME

DATE OF BIRTH

STREET ADDRESS

RACE

SEX

CITY, STATE, ZIP

AGE

RECOVERED PROPERTY DOLLAR AMOUNT \$

CANCEL NCIC ENTRY YES ☐ NO ☐

Lucas over trespassing. R/O advised the victim to get a copy of the report & see Judge Lucas about the matter. The susp. stated that he had the property surveyed and he would take it to court. The susp. stated that no one would be on the property until the matter was solved. No further at this time.

SUBJECT IDENTIFIED

SUBJECT LOCATED

YES ☒NO ☐YES ☒NO ☐☒ ACTIVE☐ UNFOUNDED☐ CLOSED ADMINIST.☐ ARRESTED UNDER 18☐ ARRESTED 18 AND OVER☐ EX-CLEAR UNDER 18☐ EX-CLEAR 18 AND OVER

REASON FOR EXCEPTIONAL CLEARANCE

OFFENDER DEATH

NO PROSECUTION

VICTIM/WITNESS DECLINES COOPERATION

EXTRADITION DENIED

JUVENILE, NO ARREST

REPORTING OFFICER

DATE

UNIT NUMBER

APPROVING OFFICER

DATE

UNIT NUMBER

Haigler, T

4/7/06

526

[Signature]

4-7-06

522

REPORTING OFFICER

DATE

UNIT NUMBER

APPROVING OFFICER

DATE

UNIT NUMBER

Photos

Damage
2004

~~Exhibit 1~~

Rawls "look like
Snow"



~~Exhibit 1~~

Oak Cut Down

Dec 2010



STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT
2011-CP-32-1010

Glenda Couram)

Plaintiff,)

v.)

Mr. & Mrs. Christopher Hooker,)
Mr. & Mrs. Carl Reibold, Legal or)
Equitable Right Title, State, Lien)
or interest in the property)
described in the complaint adverse)
to the plaintiff's; Cox & Dinkins)
Inc., Fair Builders/Developers,)
Inc., Donald "Don" Rawls and Steve)
Fair in their individual)
capacities, et al.,)

Defendants.)

TRANSCRIPT OF RECORD
Jury selection not
transcribed

July 8, 9, 10, 2013
Lexington, South Carolina

B E F O R E:

The Honorable R. Lawton McIntosh, and a jury.

A P P E A R A N C E S:

Glenda Couram, Pro Se
Attorney for the Plaintiff

Davis Howser, Esquire
Attorney for the Defendants

Smokey Brown, Esquire
Attorney for the Defendants

Steve Fair, Pro Se
Attorney for the Defendant

Hilda M. Jordan, CVR-M
Circuit Court Reporter

I N D E X

Jury selection not transcribed per Ms. Couram's request.

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Jury sworn 53

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25WITNESS/DESCRIPTIONPAGE NO.

IN ORDER OF APPEARANCE:

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125 + 128

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1 EXHIBITS FOR THE PLAINTIFF:

2	Plaintiff's Exhibit No. 1	87
3	Plaintiff's Exhibit No. 2	87
4	Plaintiff's Exhibit No. 3	103
5	Plaintiff's Exhibit No. 4	132
6	Plaintiff's Exhibit No. 5	141
7	Plaintiff's Exhibit No. 6	181
8	Plaintiff's Exhibit No. 7	181

9 EXHIBITS FOR THE DEFENDANT:

10	Defendant's Exhibit No. 1	103
11	Defendant's Exhibit No. 2	105
12	Defendant's Exhibit No. 3	250
13	Defendant's Exhibit No. 4	269
14	Defendant's Exhibit No. 5	272
15	Defendant's Exhibit No. 6	272
16	Defendant's Exhibit No. 7	301

17 EXHIBITS FOR THE COURT:

18	Court's Exhibit No. 1	136
19	Court's Exhibit No. 2	341
20	Court's Exhibit No. 3	380

21

22

23

24

25

1 MR. HOWSER: Your Honor, my name is Davis Howser. I
2 represent Cox and Dinkins and Don Rawls in the first jury
3 trial case, and we have motions pending that we understood
4 would be heard?

5 THE COURT: That's what my law clerk tells me. And let
6 me tell you I haven't read the file yet. So I'm going to go
7 back and take a look at it.

8 Who's the other attorney on that case?

9 MR. BROWN: Your Honor, My name is Smokey Brown. I'm
10 here on behalf --

11 THE COURT: Smokey Brown. How about that.

12 MR. BROWN: Yes, sir.

13 THE COURT: All right.

14 MR. BROWN: I'm here on behalf of the defendants, Mr.
15 and Ms. Christopher Hooker and Mr. and Ms. Carl Reibold.
16 There is another defendant, Steve Fair. He is pro se. And
17 the plaintiff, Glenda Couram, is also pro se.

18 THE COURT: Okay. Let me see the attorneys and the pro
19 se litigants. The ones who are represented, I don't need to
20 see you, but let me see the attorneys and the pro se
21 litigants back here right quickly.

22 (Off the record In Chambers conference with Ms. Couram, pro
23 se; Mr. Brown; Mr. Howser; Mr. Fair, pro se; and the Court.)

24 THE COURT: Please be seated. Okay. I held a pre-trial
25 conference with Mr. Brown, Mr. Howser, Ms. Couram and Mr.

1 Fair. Ms. Couram's pro se and Mr. Fair is pro se. I think
2 I have an idea about the issues in this case.

3 The plaintiff has filed an action, asserting causes of
4 action to be trespass, slander of title, intentional
5 infliction of emotional distress, nuisance, invasion of
6 privacy, and conspiracy.

7 Is that correct, Ms. Couram?

8 MS. COURAM: Yes, sir.

9 THE COURT: We have Mr. and Ms. Christopher Hooker and
10 Mr. and Ms. Carl Reibold, who are represented by Mr. Brown,
11 who has filed an answer and asserted claims for nuisance,
12 intentional infliction of emotion distress and seeking,
13 asserting DJ action for determining the boundaries.

14 Mr. Howser -- First is that correct, Mr. Brown?

15 MR. BROWN: That is correct, Your Honor.

16 THE COURT: Okay. Mr. Howser represents Cox and
17 Dinkins, Incorporated, Fair Builder Developers. I believe
18 that's right. And -- J. Donald Rawls -- is that --

19 MR. HOWSER: No. I just represent Cox and Dinkins, and I
20 represent Don Rawls --

21 THE COURT: And --

22 MR. HOWSER: -- who is an employee.

23 THE COURT: And Fair Builders, Developers, do they have
24 anybody --

25 MR. FAIR: No, sir.

1 THE COURT: That's you?

2 MR. FAIR: Yes, sir.

3 THE COURT: Okay. And we have Steve Fair, who is here.
4 Did you file an answer, Mr. Fair?

5 MR. FAIR: Yes, sir.

6 THE COURT: Mr. Fair is also asserted that these same
7 issues were tried previously in Magistrate's Court.

8 MS. COURAM: I object to that, sir.

9 THE COURT: You may not interrupt.

10 MS. COURAM: Oh, I'm sorry.

11 THE COURT: You're going to have to abide by the rules
12 of court, okay. Okay.

13 Now, Mr. Fair did not present anything to establish
14 that other than some sheet that came off the screen in
15 Magistrate's Court. So he can be heard on that.

16 Mr. Fair, since you are a party, you may sit at the
17 table, as well. I don't know how we're going to find room
18 for -- unless you want to put him on the back bench.

19 MR. FAIR: That's okay.

20 THE COURT: Okay. Then, right now we have the Hookers,
21 the Reibolds, as well as Cox and Dinkins and Donald Rawls,
22 who have motions for Summary Judgment; is that correct?

23 MR. BROWN: That is correct, Your Honor.

24 THE COURT: Okay. Also, Ms. Couram has a Motion to Deem
25 Request for Admissions Admitted as it goes to Mr. Fair; is

1 that correct, Ms. Couram?

2 MS. COURAM: Yes. And a motion --

3 THE COURT: You need to stand, y'all need to stand when
4 y'all address --

5 MS. COURAM: -- and a Motion for Summary Judgment, also.

6 THE COURT: You have a cross-motion for summary
7 judgment. Okay.

8 You're the plaintiff. I'll let you go first.

9 MS. COURAM: Well, Mr. Brown and Mr. Howser has filed
10 their Motion for Summary Judgment and in that motion, their
11 request, they're saying that the intentional infliction of
12 emotional distress should be dismissed, as well as, the
13 slander title dismissed on Mr. Fair's -- Mr. Howser's part,
14 and also the --

15 THE COURT: What is your cross-motion for summary
16 judgment? I think probably procedurally I'll let you argue
17 that, and then I'll let you defend against their motions.

18 MS. COURAM: Okay. I'm a bit nervous so be patient --

19 THE COURT: Ma'am?

20 MS. COURAM: I said, I'm a bit nervous so you'll have to
21 be patient with me.

22 THE COURT: I'll be patient with you. Go right ahead.

23 MS. COURAM: I filed a motion stating that a standard
24 review for summary judgment motion is only appropriate when
25 the pleadings, depositions, answer to interrogatories and

1 omissions are filed together with affidavits, if any, show
2 that there is no genuine issue of material fact.

3 * There are issues of material fact because the
4 defendants are saying that the property that is an issue is
5 the front part of my land, which it's not. It's the side
6 part, left-hand side of my property, which runs about 119,
7 and what's in that 119 feet, there's 20 feet of property
8 that the defendants has placed on their survey and claims
9 belongs to them.

10 THE COURT: Uh-huh. (Affirmative response.) And may I
11 ask you this, what is -- what Motion for Summary Judgment
12 are you asserting against these defendants?

13 MS. COURAM: That's it. I'm responding to their Motions
14 for Summary Judgment.

15 THE COURT: So you're basically just defending it --

16 MS. COURAM: Yes.

17 THE COURT: -- is that correct? Okay. Then what I'm
18 going to do. I know you're nervous and I'll -- I'll hear
19 everything you have to say. I'm going to let them assert,
20 go through their motions and then I'll let you address the
21 defenses, okay?

22 MS. COURAM: Okay.

23 THE COURT: Mr. Howser, do you want to go first?

24 MR. HOWSER: May it please the Court?

25 THE COURT: Yes, sir.

1 MR. HOWSER: Your Honor, by way of brief background.
2 The plaintiff, Ms. Couram, was conveyed property by Steve
3 Hendrix Builders at 104 McCaw Lane, Lexington, in 1994. Her
4 deed makes reference to a survey by Jimmy Drafts, who is
5 here in the courtroom.

6 THE COURT: Pendegrass?

7 MR. HOWSER: Drafts, D-r-a-f-t-s. That deed and plat
8 shows that her property fronts on McCaw Lane, 69.87 feet.

9 It is Ms. Couram's position that when she bought the
10 property from Steve Hendrix Builders, that she was informed
11 that the property at the corner McCaw and Toucan would never
12 be developed, that it was a park, but unfortunately, Steve
13 Hendrix Builders didn't pay taxes and that property was sold
14 at a tax sale. Mr. Fair bought that property and decided to
15 develop it. When he did he hired my clients, Cox and
16 Dinkins and Steve -- and Don Rawls to conduct a survey.
17 That survey is part of the deposition of Ms. Couram. I have
18 a larger copy of that survey, if that would be of benefit of
19 the Court.

20 Basically, what it shows is that my clients surveyed
21 this property here. And Ms. Couram's property --

22 THE COURT: And these are lots A, B, C and D?

23 MR. HOWSER: A, B, C and D.

24 THE COURT: Okay.

25 MR. HOWSER: Ms. Couram's property is adjacent to Lots A

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1 and B. This plat shows that Cox and Dinkins pointed out
2 that the property now or formerly of Ms. Couram was 68.86
3 feet. That is one-hundredth of an inch difference. One-
4 hundredth of a foot difference, which equates to .12 inches,
5 that is slightly less than one-eighth of an inch difference.

6 You can see that we show on the plat an old iron.

7 THE COURT: An old what?

8 MR. HOWSER: An old iron at the corner of McCaw Lane and
9 the property of A and Ms. Couram's property, as well as
10 other pins based upon the survey that was done.

11 Now, based on the survey that Cox and Dinkins was hired
12 by Mr. Fair to do, they now find themselves in this
13 courtroom having been alleged to have acted with intentional
14 infliction of emotional distress or outrage, trespass, as
15 memo establishes or sets forth, there is a question as to
16 whether she is asserting that trespass against Cox and
17 Dinkins.

18 THE COURT: Well, let me stop you and make sure it's
19 clear.

20 Ms. Couram, are you asserting a trespass claim against
21 Cox and Dinkins?

22 MS. COURAM: Yes, sir.

23 THE COURT: Okay.

24 MR. HOWSER: All right. If you look at the pleadings it
25 says, criminal and civil trespass. Obviously, the elements

1 of criminal trespass are not applicable, at least as to my
2 client, for at least two reasons. First, in order to be
3 liable for criminal trespass, as we set forth in our
4 memorandum, you either have to be on notice that you can't
5 enter the property or you have to refuse to leave after you
6 are requested to do so and you remain there without good
7 cause or excuse.

8 Secondly, that statute says that anyone guilty of
9 criminal trespass shall be guilty of certain criminal
10 penalties, I think it's a \$200 fine.

11 Our position is that that statute does not create a
12 private cause of action to be asserted against my clients.

13 The real crux of this matter, Your Honor, is a dispute
14 that Ms. Couram has against the adjoining property owners
15 over where her property line exists.

16 Now, for example, she seeks to hold Don Rawls guilty of
17 trespassing and outrageous conduct. She admits that she has
18 no information, and this is in the deposition that Mr. Rawls
19 had been on her property. She claims that somebody put a
20 pin on her property. She has no idea who put the pin there.

21 X She admits that where there's a pin separating an adjoining
22 properties that that adjoining property owner has as much
23 right to that pin as she does. What she apparently doesn't
24 understand that what we did when we prepared out survey was
25 simply show that from this pin to the end of her property

1 was 69.86 feet without scaling. It just says, to a pin.

2 THE COURT: I'm sorry. Say that again?

3 MR. HOWSER: It just says to a pin without actually
4 scaling it out. It just says, you know, one-half inch rebar
5 and she apparently somehow thinks that there is a pin on her
6 property that gives the Hookers and the Reibolds a claim to
7 15 feet of her property. Her property has an easement of 15
8 feet for water utilities, a five foot drainage easement and
9 this sort of thing. Maybe that's why the pin is there, but
10 I -- she has no information, no knowledge that my client put
11 any pin on her property. *See answers*

12 Furthermore, the survey, which we conducted and the
13 notations on that survey are consistent with the regulations
14 of the State of South Carolina for surveyors. They've got
15 to show the roadway, got to show adjoining land owners,
16 other points that would be pertinent to their survey. This
17 survey complies with those requirements of the statute, and
18 to our knowledge, unless she claims Mr. Drafts, plaintiff
19 has said she has no expert to say that our plat in any way
20 violates any standard of care or requirement of the State of
21 South Carolina.

22 Ms. Couram met with Don Rawls on one occasion. Mr.
23 Rawls was not working on a Friday and agreed to come to his
24 office. It was on March 25, 2011. Met with her and gave
25 her certain information that she requested. She wrote him a

1 letter dated May 1, 2011, in which she thanked him for
2 giving her the information she requested.

3 That apparently is the sum and substance for the claim
4 of intentional infliction of emotional distress as it
5 relates to my two clients, and under the law, as I would
6 point out to the Court, the Court has to do a screening, so
7 to speak, before it even decides whether it's going to the
8 jury to determine whether or not there's intentional
9 infliction of emotional distress.

10 As has been pointed out and is established in her
11 deposition, her dispute with Mr. Fair and with others goes
12 back to 2006, 2007. We were not brought into this case
13 until 2011, and we have asserted as a defense the statute of
14 limitations.

15 With regard to the conspiracy claim under the Todd
16 case, you cannot recover for conspiracy where the same acts
17 you complain of in the conspiracy are part of your
18 underlying causes, and that's what she seeks to do with
19 regard to the conspiracy claim, is lump all these other
20 things in to somehow we have conspired.

21 In her deposition she admitted that she has no
22 knowledge that Don Rawls or anyone at Cox and Dinkins knew
23 the Hookers, knew the Reibolds, had any communications with
24 the Reibolds, had any communications with the Hookers, and I
25 think the evidence will show that we simply performed a

1 survey as we were requested to do by a third party.

2 There is no slander of title. There is no conspiracy.
3 There is no intentional infliction of emotional distress.
4 And we submit that, Your Honor, that we are entitled to
5 summary judgment. A number of causes of action which she
6 asserts are not applicable to my defendants, such as the
7 nuisance. You know, under the circumstances there really is
8 no evidence of a trespass. And that's basically why we
9 submit to the Court that we're entitled to summary judgment.
10 There is no issue of fact upon which to go forward in this
11 case.

12 THE COURT: Ms. Couram, are you asserting all six of
13 your causes of action against Cox and Dinkins and Don Rawls?

14 MS. COURAM: Yes.

15 THE COURT: Ma'am?

16 MS. COURAM: Yes.

17 THE COURT: Okay. What do you have to say in response
18 to Mr. Howser's argument, please?

19 MS. COURAM: First, the property that they're talking
20 about is not the property that's on record as being the
21 property that's in dispute today. I have a blowup of the
22 property and I've already sent a copy to this Court in my
23 motion -- cross-motion.

24 The things that Mr. Howser has stated that I stated on
25 the deposition is not factual.

1 THE COURT: Well, let me ask you this, looking at the
2 intentional infliction of emotional distress claim?

3 MS. COURAM: Uh-huh. (Affirmative response.)

4 THE COURT: What allegations do you have against these
5 defendants?

6 MS. COURAM: Can you give me a moment, please?

7 THE COURT: Yes, ma'am.

8 (Pause.)

9 MS. COURAM: When I learned -- I didn't know of Cox and
10 Dinkins involvement in this matter until 2010, when I
11 investigated to find out why the Hookers and Reibolds had
12 decided that 20 feet of my land belonged to them. And
13 that's when I investigated and I found out and that's when I
14 called Mr. Rawls and spoke with him about the issue. And
15 Mr. Howser was incorrect. My letter was not based on
16 intentional -- that he intend -- that he inflicted
17 intentional emotional distress on me. We had a very -- we
18 talked for about three hours. He educated me on the
19 information I asked for and I was very grateful to him. He
20 was the one that pointed out to me that that rebar that's
21 numbered as O was not there in Draft's survey nor in the
22 survey of Wrenwood Subdivision, the two surveys for Wrenwood
23 Subdivision. So I didn't even know that until Mr. Rawls
24 pointed it out to me, and that's when I realized what was
25 going on in this matter. So discovery did not happen

1 because I did not know that I had a problem or there was not
2 an injury suffered up until 2010, as far as that's
3 concerned.

4 THE COURT: What injury do you claim; what is the act
5 constituting intentional infliction, please, ma'am?

6 MS. COURAM: That's what I'm trying to get to. I wrote
7 it down.

8 (Pause.)

9 MS. COURAM: I'm sorry, sir. Things kind of went out of
10 order from my plans. I'm sorry.

11 (Pause.)

12 MS. COURAM: Okay. As far as intentional infliction of
13 emotional distress, Mr. Rawls, Mr. Rawls, because he knew
14 that that rebar was not in existence prior to 2004, he
15 intentionally published that information to the Register of
16 Deeds Office, he recklessly did that, and he knew -- as a
17 surveyor that conduct, that conduct would be considered
18 reckless, according to the rules of conduct for a surveyor.
19 When he knew that that rebar did not belong in that space --
20 he even told me that with that rebar there that it -- that
21 the numbers would not add up correctly.

22 I had -- because of that plat, or that survey they did,
23 I ended up having to call the police to my house and that
24 was all directed to the fact that they published that survey
25 and the Reibolds and Hookers based their trespass conversion

1 on my property based on the survey that was done by Cox and
2 Dinkins and Mr. Rawls. They even admitted that to the
3 police.

4 I am unable to finance my house because of this legal
5 action that's been in place since 2010 as a result of that
6 survey done by Cox and Dinkins. I also have, at the time
7 this all took place, I had a blood clot in my left leg that
8 was undiagnosed. So I'm walking around with a blood clot
9 and I didn't even find out about that until February of the
10 following year. And then I was displaced from my house for
11 most of 2011 because I was told by the police, just ignore
12 the defendants and in order to do that, because I suffer
13 from panic attacks, and that's diagnosed, and I'm also on
14 FMLA with my job regarding that. It intensified the anxiety
15 that I was suffering as well as the panic attacks that I
16 wasn't doing at that time. And when you have a blood clot
17 you can barely walk from one place to another. When I
18 initially decided to stay away from my house because the
19 police told me I had to stay at Walmart until it got dark
20 and then I would be able to go home, so I could avoid the
21 defendants. Then I learned the library was open until 8:30.
22 So I spent most of my time that year at the library until
23 after dark.

24 So that is something that is outrageous and it was
25 reckless on their part to publish information that they knew

1 was not true. They knew that the -- that there was a five
2 foot easement, that there was not only a 15 foot easement,
3 as I was trying to show you, there is also a five foot
4 easement on my property, that Mr. Rawls, Cox and Dinkins
5 cross over in order -- a new rebar that changed my property
6 lines. And not based on -- they changed it, and it's not
7 based on Draft's survey that they did for me in 1994 when I
8 bought the house. They -- that new rebar, it changed my
9 entire property line. It took off -- it took about five
10 feet from my property because of the way it laid out, and I
11 have to show it to you for you to understand what I'm
12 talking about.

13 So, but for their actions, none of this would have
14 happened and I would not have been suffering, I would not
15 have been afraid to be on my own property, I would not have
16 had to stay away from my own property, I would not have
17 intensified what I already had --

18 THE COURT: Tell me again why you had to stay away from
19 your property, please?

20 MS. COURAM: Because when I called the police officers
21 out to my house about five times that week when all this
22 took place, the officer, Officer Creech, told me to ignore
23 the defendants. I couldn't do that, because when I came
24 home -- one time when I came home Mr. Reibold was out there
25 waiting for me to tell me that I should not have sent him a

1 letter I could have just talked to him about this trespass.
2 Then the next day I came home Mr. Hooker had placed a black
3 hose, it crossed over the property line -- a black hose on
4 my property so I could see it when I drove up in my yard
5 that day after I got back from work, and all these things
6 took place during that time, and when I asked the officers
7 to help me they said it was a civil matter, there was
8 nothing they could do, and when they talked to Mr. Reibold
9 and Mr. Hooker they were told by them, according to the
10 police report and what I heard that they owned the property,
11 not me. They said based on the survey that they have from
12 Cox and Dinkins.

13 So in order to avoid them and to deal with the blood
14 clot and also the panic attacks and anxiety, because when
15 I'm out there the embarrassment and humiliation, I'm a
16 public employee. So I'm out there with police in my yard
17 for almost five days trying to get this matter straightened
18 out, and I'm out there looking like a fool because nobody
19 believed a word I said, and I've been in this neighborhood
20 since 1994. And on top of that I'm a public employee so if
21 anything got out or anything like this, this would have gone
22 back to my employer. So that's also a problem for me.

23 So I stayed away from my house in order to deal with
24 the panic attacks and anxiety so that when I came home I
25 didn't have to deal with them or be afraid, be afraid of

1 what was going to be in my yard when I pulled up in it. So
2 that's why I stayed away.

3 THE COURT: So if I understand what you're telling me,
4 that the placement of this alleged rebar --

5 MS. COURAM: The old rebar, yes.

6 THE COURT: -- by Cox and Dinkins or Mr. Rawls or both
7 is the act or acts that constitutes the intentional
8 infliction of emotional distress. Is that a fair statement?

9 MS. COURAM: No. The rebar was a catalyst to all this.
10 The rebar --

11 THE COURT: Well, what I want to find out and I'm not
12 quite understanding is what conduct on behalf of these two
13 defendants, Cox Dinkins, Don Rawls -- I know you said
14 something about the rebar. What other conduct by these
15 defendants do you say constitutes intentional infliction of
16 emotion distress?

17 MS. COURAM: I just explained that, sir. But for their
18 actions none of this would have taken place and I wouldn't
19 have had to deal with Mr. Reibold and Hooker, because of
20 what they did in publishing the fact and cutting of 20 feet
21 of my property these people decided that my property was
22 theirs.

23 These people been in my life since 2004. First it was
24 Mr. Fair when he caused damage to the property when the
25 development was taking place. And then in 2006, Mr. Reibold

1 was out and watched me in my yard. There's a police report
2 for that. And he called Mr. Fair to come out there. Mr.
3 Fair is the developer and they were standing out there
4 watching me the entire time so I had to call the police. I
5 made a report for that. And then turned around in 2010,
6 they, again, these same individuals that's involved in that
7 Toucan Way property came again to lay claim to the land.

8 I have had no peace because of that survey that was
9 done by Cox and Dinkins for the last 10 years, 10 plus
10 years. I've been dealing with this, and finally -- so I'm
11 in court today to stop this thing so I can get my life back.

12 My house was in bankruptcy. I worked two jobs, plus a
13 weekend job to get it out of bankruptcy. I'm doing all this
14 and these people are out there trying to take something that
15 I'm working for. Working very hard for, to keep.

16 So because of that survey that was done by Rawls, when
17 he knew that that rebar was not supposed to be there, they
18 placed another rebar on the property, as well, to cut off
19 that five feet of my land, that easement that ran with my
20 property. So all these things that they did -- was
21 extremely stressful to me and it all happened because of the
22 survey that was done by Cox and Dinkins because they
23 legitimized that rebar. That rebar that should not have
24 been legitimized, and they marked it as an old rebar.

25 Now, as Mr. Howser said, I don't know who put it there,

1 but I do know that if you looks at the plats of Wrenwood
2 Subdivision in '81 and '91, and my plat there's no rebar.
3 It did not show up until 2004 when Cox and Dinkins did a
4 survey for Steve Fair.

5 THE COURT: Thank you, ma'am.

6 All right, Mr. Brown, I'll hear your motions.

7 MR. BROWN: Thank Your Honor. As a bit of background on
8 Mr. and Ms. Hooker and Mr. and Ms. Reibold.

9 Mr. and Ms. Hooker bought their home from Steve Fair,
10 Fair Builders in November of 2005. Mr. and Ms. Reibold
11 bought their home in April of 2006. Mr and Ms. Hooker own
12 Parcel A.

13 MS. COURAM: I can't see what they're pointing to.

14 MR. BROWN: Mr. and Ms. Hooker reside at Parcel A, which
15 would be 120 Toucan Way. Mr. and Ms. Reibold live at Parcel
16 B, which is 118 Toucan Way. They share a common boundary
17 line with Ms. Couram, who owns Lot 31, Phase IV.

18 Your Honor, based, as the evidence progressed and Cox
19 and Dinkins was brought into the suit, we took the plat that
20 was relied up on by the Hookers and Reibolds, which measured
21 130 on Mr. Hooker's road facing side, measures 130.73 feet.
22 Ms. Couram's survey, according to the Cox and Dinkins
23 measurement, the front of her property measures 69.86 feet.
24 The plat that she used when she purchased her property that
25 was prepared by Mr. Drafts showed her frontage is 69.87

1 feet. We are in essence, as far as the claim for the
2 property, repeating almost verbatim what Mr. Howser has
3 said.

4 The evidence that's been offered through deposition and
5 discovery indicate that Ms. Couram only met with Mr. Hooker
6 one time prior to when this dispute took place and the
7 police were called in December of 2010. That was the summer
8 of 2007, when Mr. Hooker was simply cutting grass in his
9 backyard and he was approached by Ms. Couram about a
10 trespass. In fact, being a good neighbor, Mr. Hooker, who
11 was not aware of any trespass, offered to cut her grass for
12 her.

13 The only incident or only time that she met with Mr.
14 Reibold was in approximately 2006, when she over heard a
15 discussion he had with Mr. Steve Fair about the location of
16 the boundary line. There was no other meeting or incident
17 between Ms. Couram, Mr. Hooker or Mr. Reibold until she
18 started calling the police on them in December of 2010.

19 The evidence would show that the pin that Ms. Couram
20 mentioned with this black sleeve hanging from it, was dug by
21 Mr. Hooker because with young child, two young children.
22 One at the age of getting outside and playing in the
23 backyard, he was looking for the corner pin to build a
24 fence, a privacy fence for his family so his kids could play
25 outside.

1 First of all, so the soccer ball or anything else
2 wouldn't be kicked into Ms. Couram's property. Second, so
3 this four-year-old kid won't run out in the road and get hit
4 by a car.

5 Mr. Reibold's sin was simply to be cutting down dead
6 limbs. A limb from an oak tree that was hanging over a
7 swing set in Mr. Hooker's yard, and some vines that were
8 killing an oak tree. This oak tree being shown on Mr.
9 Reibold's property. These vines were cut and pulled so they
10 would not kill the tree.

11 These gentlemen had the police called on them three
12 times in the span of three days. They didn't ask for this,
13 they didn't ask for the police.

14 So, Your Honor, the facts show that as far as a
15 nuisance or a trespass or intentional infliction of
16 emotional distress, we don't believe the evidence justifies
17 that. There's no constant meetings, no constant
18 confrontations. In fact, they would have been glad to sit
19 down with her if she's come up and said, I think there's a
20 problem with the survey.

21 Now, as far as Ms. Hooker and Ms. Reibold, Your Honor,
22 the only allegation, the only fact, that's been made and
23 alleged against them is in the complaint, which we admitted
24 that they lived at their respective homes. Ms. Hooker lives
25 with Mr. Hooker and Ms. Reibold lives with Mr. Reibold.

1 There has been no allegation since that either of these
2 women have caused any of these damages or even interacted
3 with Ms. Couram.

4 As far as the civil conspiracy claim, Your Honor,
5 against, my clients. Ms. Couram alleged that all this
6 started back in 2004. The Hooker's didn't do anything until
7 they bought their home in November of 2005. The Reibold's
8 didn't do anything until they bought their home in April of
9 2006. And the only thing she's alleged, she testified in
10 her deposition that all she had to prove was that two people
11 met, and the only evidence that she's offered is that these
12 two gentlemen are neighbors.

13 So we feel the facts that have been gleaned from this
14 case do support summary judgment, at least, against Ms.
15 Hooker -- or in favor of Ms. Hooker and Ms. Reibold, because
16 there have been no future allegations made against them and
17 the only material fact made is that they live where they
18 live and live with who they live, and we would also ask for
19 summary judgment on the claims for nuisance, trespass, and
20 emotional distress because the elements that she's offered
21 have not been met because of such infrequent meetings and
22 the civil conspiracy, all she's been able to show is that
23 they're neighbors.

24 That's all.

25 THE COURT: All right.

1 MR. HOWSER: Your Honor; may I respond very briefly to

2 --

3 MS. COURAM: Do I get to respond to that?

4 THE COURT: Just one second. We're going to stay in
5 order throughout this trial. If somebody speaks, if you
6 have an objection you stand and make an objection, but you
7 may not interrupt them. Okay.

8 Mr. Howser.

9 MR. HOWSER: If Your Honor please.

10 In looking at what is labeled the re-filed complaint.
11 There are a number of causes of action asserted. The first
12 cause of action is for intentional infliction of emotional
13 distress. It applies to all defendants. The second cause
14 of action is a slander of title and defamation to try title
15 against all defendants. The third cause of action is one
16 for continuing nuisance. That says as to defendants Reibold
17 and Hooker. Not anything to do with Rawls or Cox and
18 Dinkins. The fourth cause of action is one that she labels
19 continuing trespass against all defendants, and, as I've
20 pointed out in the memo, she has no information that Cox and
21 Dinkins did a continuing or committed a continuing trespass.
22 She said it probably doesn't apply to the. The fifth cause
23 of action is one for invasion of privacy, applying to
24 Reibold, Fair and Hooker. The sixth cause of action is for
25 damages for injury to real property against Mr. Reibold and

1 Mr. Hooker. The seventh cause of action is for civil
2 conspiracy and she alleges against all defendants. The
3 eighth cause of action really no longer applies because that
4 dealt with Carolina Water Service, and they've been
5 dismissed from this case.

6 The point is, Your Honor, all of the causes of action
7 as asserted in this re-filed amended complaint do not apply
8 to my defendants.

9 With regard to the intentional infliction of emotional
10 distress, as she says the police or whomever said ignore the
11 defendants. She admits that these defendants that she is
12 addressing are not the Cox and Dinkins, Don Rawls
13 defendants. They are the Hookers and the Reiboldts, if such
14 occurred.

15 Moreover, the matters that she seeks to recover for on
16 that intentional infliction of emotional distress cannot be
17 reasonably foreseeable as a result of Cox and Dinkins doing
18 a survey.

19 Your Honor, please, we submit in all candor that the
20 evidence in this case through the deposition of the
21 plaintiff does not support viable causes of action against
22 these defendants, there are no issues of material facts, and
23 defendants, Cox and Dinkins and Rawls should be granted a
24 summary judgment.

25 Thank you, Your Honor.

1 THE COURT: All right. I'm going to --

2 MS. COURAM: May I speak?

3 THE COURT: Yes, ma'am.

4 MS. COURAM: I was trying to show you, sir, there is a
5 dispute as to the property location that is a matter of this
6 lawsuit. And it's not the location of the defendants I'm
7 talking about. And if you look at the admissions of the
8 defendants that I have, they are lying through their teeth,
9 because they have admitted to so many things they are saying
10 is not so. Mr. Rawls has admitted to it, as well as Mr.
11 Brown's defendant -- witnesses has admitted to it. They
12 admitted to the police officer what they did. They admitted
13 they were on the property. The property, I have photographs
14 of Mr. Reibold in my -- I took a picture of Mr. Reibold
15 standing beside survey sticks. I have photographs of the
16 damage done to my property by Mr. Reibold as he has a back
17 door in his fence that allows him to come onto my property
18 without being seen. I have a picture of that. I have a
19 photograph of Mr. -- of the tube that Mr. Hooker put on his
20 property and the fact that Mr. Reibold -- Mr. Hooker's kids
21 has no business being on my property to start with so why
22 would he be on my land to dig holes to find out where the
23 rebar was located, and why would they be on my property to
24 start with to even locate a rebar that's 20 feet onto my
25 land.

1 The property that is of issue here is not the front end
2 of my land, which I repeatedly told the defendants in that
3 deposition. It is the property that is running from this
4 point to this point. (Indicating)

5 MR. BROWN: Your Honor --

6 MS. COURAM: To where Carolina Water --

7 THE COURT: Would you hold that so they can see it,
8 please, ma'am.

9 MR. BROWN: Thank you, Your Honor.

10 MS. COURAM: The property is running from here, where
11 Carolina Water Service used to be, that was a subject of why
12 Carolina Water Service is no longer involved in this,
13 because the property was deeded over to me, and that's a
14 court order from Judge Burch, I believe.

15 The land that is of issue in this matter is the land
16 running from here to here. (Indicating)

17 And if you can see here there is no rebar on this
18 property where they're talking about. So what they're
19 saying is not factual and they are misleading the Court.
20 There is no basis for summary judgment here because there is
21 a dispute as to where this property -- and to where this
22 took place and what land is the subject of this lawsuit.

23 If you review the file you will find that the land that
24 is subject to this lawsuit is 15 feet that used to be an
25 easement for -- that used to be an easement for a well site

1 for Carolina Water Service. And there is also a five foot
2 easement running here, from here to here (indicating) that
3 also belongs to my property, which Mr. Drafts can testify
4 to.

5 Now, on their -- plat that they did for Mr. Fair they
6 mentioned that they reference the 1981 plat.

7 THE COURT: Can you hold it where everybody can see it,
8 please, ma'am.

9 MS. COURAM: They mentioned that they can't see that,
10 but they referenced the 1981 plat of Wrenwood Subdivision
11 for Phase II, I believe, and they referenced a plat from
12 Phase III. They could not reference the plat, my plat,
13 because it's not on here. They didn't even look for my plat
14 to see where the property lines were supposed to be. It is
15 not on here, and it was Mr. Cox and Mr. Rawls -- Cox and
16 Dinkins and Mr. Rawls to make sure that none of this took
17 place.

18 Now, according to this (indicating)-- and as I said,
19 this was a park. This area right up here was a park. It
20 was a park. It belonged to Wrenwood Subdivision. It did
21 not belong to -- I forget who they said he was, but it
22 belonged to Wrenwood Subdivision, the whole community. When
23 they sold the park, when the tax assessor sold the park they
24 sold it to a Mr. Hawkins who then sold it to Mr. Fair. The
25 park was never supposed to be developed, but because

1 Wrenwood Subdivision did not pay the taxes, which was
2 \$58.00, the county sold it to Mr. Hawkins for \$300. And Mr.
3 Fair bought it from Mr. Hawkins for \$5,000, and the land
4 that was sold to him read 1.8 acres. Actually, it was 1.6
5 acres, which Mr. Rawls made a correction in his plat, which
6 you have a copy of in the file.

7 So nothing that they've said is factual. Why would I
8 call the police for them coming on the front end of my
9 property. If I was going to do that I might as well call
10 the police for the mailman, for the water company, for all
11 those people that have to do work on the front end of my
12 property. This property -- and the officers can testify to
13 was the property running 15 feet -- 119 feet from one end of
14 my property to the next that abutted the property behind it,
15 which is 146, which Cox and Dinkins prepared a survey for
16 back in 1998, I believe.

17 THE COURT: All right. Thank you, ma'am. I'm going to
18 take the motions under advisement.

19 Finally, we have plaintiff's Motion to Admit, admitted
20 as to Mr. Fair.

21 MS. COURAM: I filed that motion because Mr. Fair -- if
22 you'll give me a minute to find it, please.

23 (Pause)

24 MS. COURAM: I've never met with Mr. and Ms. Hooker, I
25 mean, Ms. Reibold or Hooker. Ms. Hooker owns the house.

1 THE COURT: Ma'am?

2 MS. COURAM: I have never met Ms. Reibold or Ms. Hooker.
3 Only people I had contact with --

4 THE COURT: I have that under advisement. I want you to
5 discuss right now, if you would, please ma'am, your motion
6 -- deemed admitted, your request to admit to Mr. Fair,
7 please?

8 MS. COURAM: I have a Motion to Admit the admissions of
9 Mr. Fair. He never responded to the admissions that I sent
10 to him, almost three years ago. Never responded. He never
11 responded to any of the complaints. He never responded to
12 any of the default motions that I filed. The Court deemed
13 that they -- they dismissed the default motions. I filed
14 them, I did a certified letter, did affidavit. Did
15 everything the Court required me to do. The Court decided
16 that they were not going to file a default judgment against
17 Mr. Fair even though he never responded to any of the
18 complaints that I filed. The only complaint that he ever
19 filed was the one that was done, the very first one, which
20 was dismissed by Judge Keesley because I had not paid the
21 fee, the \$150. After that Mr. Fair never responded to any
22 complaint, any amended complaints. He never responded to
23 admissions, he never responded to interrogatories, he never
24 responded to any production. The only thing -- so I'm
25 requesting that the Court accept admissions the questions

1 that he failed to answer.

2 THE COURT: Mr. Fair?

3 MR. FAIR: Your Honor. I did answer that. I've got it
4 here if you want to see it.

5 THE COURT: When did you answer?

6 MR. FAIR: It was filed July 7, 2011.

7 THE COURT: July 7, 2011?

8 MR. FAIR: Yes, sir.

9 THE COURT: And it's in the clerk's file?

10 MR. FAIR: Yes, sir.

11 THE COURT: When did you serve those on him?

12 MS. COURAM: These were served July -- I'm sorry. May I
13 see that?

14 THE COURT: Go ahead and show it to her.

15 MS. COURAM: Because I have a copy of that, I think.

16 This was the one that was dismissed by Judge Keesley,
17 and I re-filed an amended complaint regarding that.

18 THE COURT: Okay. Are we speaking of complaint or are
19 we speaking of request for admissions, Mr. Fair?

20 MR. FAIR: Your Honor, I'm not really sure. All I know
21 is it's the same civil action case number. Ms. Couram has
22 put so many papers on me, Your Honor, I can't keep track. I
23 mean, it's been going on since 2005, Your Honor. We had a
24 jury trial --

25 THE COURT: Well, I -- 2005 is not what I'm dealing

1 with. What I'm dealing with is Ms. Couram says that she
2 sent and served upon you Request for Admissions and that you
3 never addressed those or responded to them at all.

4 MR. FAIR: If Ms. Couram sent them, I never received
5 them, Your Honor. Now, the last four years I've been an
6 over the road truck driver. So I've been gone an awful lot
7 on the road. So I -- unless she has where certified mail or
8 something I haven't received any.

9 THE COURT: Did you serve that with affidavits of
10 service?

11 MS. COURAM: I served the -- I believe I did, and I also
12 served --

13 THE COURT: Do you have that affidavit of service with
14 you?

15 MS. COURAM: I think I do. If I don't I have the return
16 from -- There is also case law that says that's not good
17 enough excuse for not responding to a Request for
18 Admissions. Request for Admissions I served certified mail.
19 (Documents passed to the Court.)

20 MS. COURAM: I also have letters that was returned to me
21 unopened where it says he was no longer there, they were
22 undeliverable.

23 THE COURT: All right. I'm going to take that matter
24 under advisement, as well. Which means that we're going to
25 go forward and present evidence in this case. We are going

1 to select a jury as we speak. We've been going for a little
2 bit. Let's take about a five minute break, 10 minutes
3 break. We'll bring the jury in.

4 Let me ask -- any need, from the plaintiff's
5 perspective for an alternate juror?

6 MS. COURAM: Yes, I think so. I can explain why.

7 THE COURT: Ma'am?

8 MS. COURAM: I can explain why if you need an
9 explanation.

10 THE COURT: I'll be glad to hear from you.

11 MS. COURAM: One of the issues that I have with them was
12 the Time Warner Cable who also came onto my land to take my
13 property. That went to trial and one of the jurors was
14 ~~arrested~~ arrested in military uniform and there was no alternate to
15 replace him, and he came to the trial all days in that
16 military uniform.

17 THE COURT: Well, what does that have to do with the
18 alternate juror, please, Ms. Couram?

19 MS. COURAM: I'm not sure.

20 THE COURT: Okay.

21 MS. COURAM: I just know that --

22 THE COURT: I want to stay on track, please. The
23 question pending now --

24 MS. COURAM: Yes, sir.

25 THE COURT: -- is we'll select 12 jurors and you said

1 the plaintiff is requesting an alternate; is that correct?

2 MS. COURAM: Yes.

3 THE COURT: Alternate juror, just for informational
4 purposes, I'm not allowed to advise you at all --

5 MS. COURAM: No.

6 THE COURT: -- is someone in case one of the 12 become
7 sick --

8 MS. COURAM: No.

9 THE COURT: -- will step up in their place and serve in
10 lieu of that juror who for some reason didn't get excused
11 from the jury panel. Do you understand?

12 MS. COURAM: Yes.

13 THE COURT: They stay here throughout the trial, listen
14 to the evidence and if everybody -- all 12 of the regular
15 jurors remain in tact, then they will be excused and will
16 not engage in any deliberations.

17 MS. COURAM: Yes.

18 THE COURT: The other alternative would be to allow less
19 than 12 to agree upon a unanimous decision, if it's less
20 than 12 people. You can agree to do that. Either way.

21 MS. COURAM: I think I prefer to have all 12.

22 THE COURT: Okay. Do both counsel agree?

23 MR. HOWSER: If he wants --

24 MR. BROWN: I'll agree.

25 MR. HOWSER: -- an alternate, I'll agree.

1 THE COURT: All right. We'll do one alternate. Do you
2 -- has everybody given us their witness list?

3 MR. HOWSER: I handed up a witness list and voir dire.

4 THE COURT: Okay.

5 Mr. Brown?

6 MR. BROWN: I'm handing mine up right now, Your Honor.

7 THE COURT: And Ms. Couram, did you give yours --

8 MS. COURAM: Yes, sir.

9 THE COURT: Mr. Fair, do you have a witness --

10 MR. FAIR: I don't have one, Your Honor.

11 THE COURT: You don't have any?

12 MR. FAIR: No, sir.

13 THE COURT: We'll take a few minutes. Let's take 10 and
14 then we'll bring the jury up here and we'll select a jury.
15 We will be back in recess -- is that clock right?

16 MR. BROWN: Your Honor, can I interrupt briefly for a
17 couple of procedural matters?

18 First of all, Mr. and Ms. Hooker, they've got little
19 children and they've got a baby-sitter, and Ms. Hooker asked
20 me this weekend if it was possible we can be dismissed
21 between 5:00 and 5:30 so they can get the baby-sitter home
22 at an appropriate time?

23 THE COURT: Yeah, just make sure you remind me.

24 MR. BROWN: Thank you.

25 THE COURT: We'll recess until 10 minutes 'til.

1 (Court in recess for short break at 10:40 a.m.)

2 (Court in session after short break 10:50 a.m.)

3 THE COURT: Please be seated. Good morning.

4 All right, ladies and gentlemen, my name is Lawton
5 McIntosh. I am a resident court judge in Anderson, South
6 Carolina. It is my privilege to be here in Lexington County
7 once again this week.

8 I don't know if Judge Keesley has told you but my
9 assignment this week is for the civil side of the court as
10 opposed to being on the criminal side of the court. We are
11 about to begin a case of Glenda Rene Couram verses Mr. and
12 Ms. Christopher Hooker, Mr. and Ms. Carl Reibold --

13 MR. BROWN: Reibold, Your Honor.

14 THE COURT: -- Reibold, Cox and Dinkins, Incorporated,
15 John Donald Rawls, Steve Fair and Fair Builder Developers.
16 Is that correct?

17 MR. FAIR: Fair Builders, Incorporated.

18 THE COURT: Fair Builders, Incorporated. Okay.

19 Now, ladies and gentlemen, I have a series of questions
20 I need to ask you this morning.

21 (At the request of Ms. Couram the jury selection was not
22 transcribed.)

23 (Jury selected.)

24 (Remaining jury panel excused for the day at 12:17 p.m.)

25 THE COURT: All right. Those of you who were selected on

1 the jury, what I'm going to do is ask you, in just a moment,
2 to go back to your jury room, to select a person who you
3 would like to be the spokesperson for the jury, the
4 foreperson, as we say. The foreperson will be in charge of
5 communicating with the Court throughout the trial and will
6 preside over the deliberations that will occur at the end of
7 the trial. Once that foreperson is selected, I'm going to
8 ask that foreperson to ask of all the jurors who, if anyone,
9 would like to have pad and pencil or pen to use to take
10 notes with during the trial. You don't have to, but once
11 the foreperson is selected you write your name down on a
12 piece of paper that the bailiffs will give to you. Then you
13 write down the number of people who would like to have pad
14 and pencil. Then I will bring you back in here. I'm going
15 to give you a few instructions, as far as rules to go by.
16 I'm going to excuse you for lunch and then we'll start the
17 trial after the lunch break. Okay.

18 Now, the only prohibition, our alternate, you may not
19 be the foreperson, but you have a right to vote. It does
20 not have to be unanimous, it can be by a simple majority,
21 okay. Once that is done, write it down. Get the number of
22 people wanting pads, knock on the door and the bailiff will
23 receive you back in the courtroom, and we'll go over a few
24 instructions with you, okay.

25 If you'll go with the bailiff now, please.

1 (Jury out at 12:19 p.m.)

2 THE COURT: All right. Ms. Couram, do you have any
3 additions or exceptions to the instructions I just gave the
4 jury?

5 MS. COURAM: No, sir.

6 THE COURT: Thank you, ma'am.

7 Any of the defendant's attorneys have any additions or
8 exceptions to my instructions.

9 MR. FAIR: No, sir.

10 MR. BROWN: None.

11 MR. HOWSER: None, Your Honor.

12 THE COURT: Okay.

13 Now, for scheduling purposes, depending how long they
14 take, I figured we'd give everybody an hour, hour and 15,
15 hour and a-half, somewhere along those lines, come back with
16 opening statements at that point. Okay.

17 We'll just be at ease a few minutes.

18 MR. HOWSER: Your Honor, I notice there's a podium over
19 there. Would it be possible to bring the podium around --

20 THE COURT: For?

21 MR. HOWSER: -- for the examination of witnesses?

22 THE COURT: If you want to use it in opening statements
23 feel free to do it. Same thing goes to Ms. Couram.

24 Ms. Couram, do you intend to make an opening statement?

25 MS. COURAM: I'm not sure, at this moment.

1 THE COURT: Okay.

2 Mr. Fair, do you intend to make an opening statement?

3 MR. FAIR: No, Your Honor.

4 THE COURT: Okay. Well, let me just state -- I know the
5 attorneys know, but in your opening statement the rules
6 limit what you can say, okay. Again, I can't advise you,
7 but you're not allowed to get into your closing arguments
8 and you can say what your case is about and what you intend
9 to prove and what your causes of action are, which is
10 somewhat limited in what you can say in your opening
11 statement, okay.

12 Now, please understand that you do not have to make an
13 opening statement if you don't want to. If you do and you
14 get into argument in your case and there's an objection I
15 will sustain that probably depending on what I'm hearing.

16 Just to let everybody know. Okay.

17 MS. COURAM: Yes, sir.

18 THE COURT: Are there any exhibits we can pre-mark.

19 MS. COURAM; Yes, sir.

20 I can talk about what the case is about, the cause of
21 action and what's the third thing?

22 THE COURT: I can't hear you?

23 MS. COURAM: What the case is about, the cause of action
24 and what's the third thing that I can speak about in
25 opening?

1 THE COURT: You can speak about what your case -- what
2 you're alleged in your pleadings, what you intend to prove
3 in the case and the cause of actions that you've asserted.
4 You just can't, you know, argue your case. That's the
5 closing argument. Okay.

6 If you look at the Rules of Civil Procedure, I think
7 it's 43 that can tell you that.

8 MR. HOWSER: I'm not sure that I will use all these
9 exhibits, but I did make an exhibit list.

10 THE COURT: Okay.

11 MR. HOWSER: I'll hand that to the Court. I should have
12 signed it, I guess.

13 THE COURT: That's fine.

14 MS. COURAM: Do you need me to make a list of these?

15 THE COURT: No. I don't need you to. If you want to,
16 that will be fine.

17 Now, Ms. Couram, what I was going to do, if you have
18 exhibits that you want to admit, what helps the trial move
19 along is that the parties can get together -- you don't have
20 to agree to their and they don't have to agree to yours, but
21 to those that you can agree to we'll go ahead and pre-mark
22 those and have those already admitted in evidence by
23 stipulation, if the parties can stipulate to any. Okay.

24 MS. COURAM: I was going ask my photos, I have them on a
25 diskette, a CD.

1 THE COURT: Um -- We'll have to cross that bridge when
2 we get there, I guess.

3 MR. BROWN: Same here, Your Honor, with the photographs.
4 I believe that that's something that will be crossed when we
5 got to that point.

6 THE COURT: Now, to the attorneys and to the parties,
7 the way I like to run the courtroom, when you have an
8 objection I want you to stand and say, I object. You give
9 me a basis for your objection, okay. At least enough so
10 that I'll know where you're going with it so I'll know
11 whether or not I want to send the jury out of the courtroom
12 or hear that in the courtroom.

13 For example: I object on hearsay basis or something
14 along those lines. That way I know where we're going and
15 the reason I do that for the pro se parties is that most
16 times I'm going to let the jury go back out of the room so
17 they don't hear things that are inappropriate, but I'll make
18 that determination when I hear the basis of your objection.
19 Okay.

20 Now, how many witnesses do you plan to call? Did you
21 say two?

22 MS. COURAM: Yes, sir.

23 THE COURT: Okay. And you intend to testify, yourself?

24 MS. COURAM: Yes, I think I do. I think I have to.

25 THE COURT: Okay. So three for the plaintiff.

1 How many do you anticipate calling?

2 MR. BROWN: I anticipate four. Hopefully, only three.

3 THE COURT: And Mr. Howser?

4 MR. HOWSER: Your Honor, I will probably have three,
5 maybe four, depending on who else gets called.

6 THE COURT: All right.

7 Mr. Fair, do you anticipate calling anybody or
8 testifying yourself?

9 MR. FAIR: I'd like to testify myself, Your Honor.

10 THE COURT: All right.

11 Any other matters at this juncture, Ms. Couram, that I
12 need to contend with?

13 MS. COURAM: I don't know if it's appropriate to bring
14 up about the admissions of Mr. Fair?

15 THE COURT: I'm holding that under advisement as well as
16 the summary judgment. I'll make a determination on that.

17 MS. COURAM: Okay.

18 THE COURT: Okay.

19 Anything, Mr. Fair, from you?

20 MR. FAIR: No, Your Honor.

21 THE COURT: Mr. Brown?

22 MR. BROWN: No, Your Honor.

23 THE COURT: Mr. Howser?

24 MR. HOWSER: No, Your Honor. Well, let me bring up one
25 thing. One of the matters that I have listed as an exhibit,

1 I don't know that I would introduce it, but we may want to
2 use it for demonstrative purposes. That's the Field Book of
3 Cox and Dinkins showing measurements and where pins were
4 located and this sort of thing, and it's obviously a book
5 that contains a great number of surveys, and I may want to
6 show it to the jury, but I wouldn't want that, maybe, to go
7 into evidence so that they wouldn't, you know, have that.
8 Maybe we could make a copy of a particular page.

9 THE COURT: I was going to say, maybe make a copy to
10 identify a relevant survey.

11 MR. HOWSER: Sure.

12 THE COURT: That may be the easier thing to do.

13 Okay. Y'all -- if you -- Madam Clerk, if you'll just
14 let me know when the jury is ready to come back in. We'll
15 be at recess until that time.

16 If y'all can stipulate exhibits, great. If you can't
17 that's fine, too.

18 Thank you.

19 (Court in recess for short break.)

20 (Court in session after short break.)

21 THE COURT: Please be seated.

22 MR. HOWSER: Judge, just to be clear. I prepared this
23 list. Some of these I may not use. There may be one or two
24 other things I may want to add to this. Would that be --

25 THE COURT: Sure. As long as it's been part of

1 discovery in the case.

2 All right. Have y'all been able to stipulate anything
3 at this stage or no? No?

4 MR. HOWSER: We've looked at the photographs. I don't
5 have any objection to these photographs.

6 MR. BROWN: I don't have any objection to them, either.

7 MS. COURAM: You just said you won't stipulate to them.

8 THE COURT: No. It's what they say now. They --

9 MS. COURAM: Okay.

10 THE COURT: -- you stipulate to that, to the
11 photographs?

12 MR. HOWSER: I have no objection, and I'll stipulate to
13 them.

14 MR. BROWN: No objections.

15 MR. HOWSER: No objections.

16 THE COURT: Okay. Very good.

17 MS. COURAM: I'm sorry. The ones on my computer is the
18 ones we're speaking of?

19 THE COURT: Ma'am?

20 MS. COURAM: I also have photographs on my computer.

21 THE COURT: Well, then, you'll have to let them take a
22 look and see --

23 MS. COURAM: They did.

24 THE COURT: Ma'am?

25 MS. COURAM: They did.

1 THE COURT: Well, can you make copies of those over the
2 lunch break?

3 MS. COURAM: I have a CD with them on it.

4 THE COURT: Well, you'll have to establish a foundation
5 and we'll just work through whether or not they're
6 admissible at that time. I assume that y'all don't agree to
7 those or do you agree to those?

8 MR. HOWSER: I have no objection to them. I just wonder
9 how the jury is going to be able to view them down the line,
10 because --

11 THE COURT: Well, here is my practice. If we have
12 videos or things on computer they will look at them. I'll
13 allow them to come back here in the courtroom and look at
14 them while they're in the courtroom. Okay.

15 MR. HOWSER: That's fine.

16 THE COURT: Otherwise, we get computers that are not
17 clean and they can look at other things. That's my concern,
18 okay.

19 MR. HOWSER: Yeah.

20 THE COURT: Anything further from the plaintiff before
21 we bring the jury back?

22 MS. COURAM: No, sir.

23 THE COURT: From the defense, the defendant?

24 MR. BROWN: No, Your Honor.

25 MR. HOWSER: No, Your Honor.

1 MR. FAIR: No, Your Honor.

2 THE COURT: Very good.

3 Bring the jury in.

4 (Jury in at 12:38 p.m.)

5 THE COURT: It's my understanding you've picked a
6 foreperson; is that correct?

7 MADAM FORELADY: Yes, sir.

8 THE COURT: Are you the foreperson?

9 MADAM FORELADY: Yes, Your Honor.

10 THE COURT: Okay. What juror number are you?

11 MADAM FORELADY: 13.

12 THE COURT: 13. Okay. Do you know how many folks want
13 pad and pencil?

14 MADAM FORELADY: Everybody.

15 THE COURT: Everyone?

16 MADAM FORELADY: Yes, sir.

17 THE COURT: Madam Clerk, we need to get 13 sets of pad
18 and pencil.

19 THE CLERK: They've already got them, Judge.

20 THE COURT: Oh, you have?

21 THE CLERK: Yes, sir.

22 THE COURT: I appreciate that.

23 Okay. Before we get started, Madam Forelady, each time
24 we come in and out of the courtroom would you sit in that
25 seat.

1 || Madam Alternate, would you sit in that seat.

2 The rest of you can sit wherever you like when we come
3 in and out, it just helps me take care of a few
4 administrative matters. Okay.

5 Would you swear the jury.

6 THE CLERK: Would you please stand and raise your right
7 hand.

8 (WHEREUPON, The Jury was sworn.)

9 THE COURT: All right. Ladies and gentlemen, I'm going
10 to give you a few preparatory instructions and then I'm
11 going to excuse you until 2:00 o'clock. I'm going to ask
12 you to be back in your jury room at a few minutes before
13 2:00. We will try to start this case promptly at 2:00.

14 That being said, from this point forward and throughout
15 the course of this trial you are not allowed to begin your
16 deliberations until the end of this case when I tell you in
17 no uncertain terms that you are allowed to begin your
18 deliberations.

19 Madam Forelady, if you hear somebody speaking about the
20 testimony or the evidence during break or any other time you
21 need to stop that, okay.

22 Now, what I mean by that is even amongst yourselves,
23 during break or overnight or at lunch you can't talk about
24 what you've heard so far and you can't speak with family
25 members of friends or acquaintances directly, on the phone,

1 or some other method of communication and the reason that is
2 is that we want you to listen to all the testimony and all
3 the evidence that's presented in this case and listen to the
4 law as I will give it to you at the end of this case, and
5 then make your deliberations at that point with a full
6 knowledge of all the testimony and the law.

7 That would also include what is called independent jury
8 research. Our Chief Justice of the South Carolina Supreme
9 Court, Chief Justice Jean Toal, has instructed all trial
10 judges that they are to tell jurors that they may not engage
11 in what is called independent jury research. And for the
12 same reasons about your deliberations.

13 What that simply means is if you were to hear something
14 about this case on the news, I don't think you will, but if
15 you were to read about it or hear about it on the radio,
16 you're not to read about it or hear about it or watch it.

17 Also, you may not look up any court official or any
18 party or any lawyer, including myself, or look up any issue
19 that you hear about during the course of the trial or any
20 issue that you think might be helpful to you during the
21 course of this case. You will have to make your decision on
22 what the facts of this case are and what you've heard which
23 will be based on the testimony and the evidence that is
24 presented here in this courtroom and according to the law as
25 I give it to you at the end of this case.

1 That being said, I'm going to excuse you for lunch.
2 I'm going to ask you to be back by a few minutes before 2:00
3 and we will begin our deliberations at that point, but Madam
4 Forelady, before you leave, if you'll wait for one second in
5 case I have misspoken and I need to correct something. I'll
6 have to bring you back out shortly, but we'll send word for
7 you, okay?

8 MADAM FORELADY: Okay.

9 THE COURT: You can leave your -- overnight and during
10 breaks you can leave your pads in the jury room, okay.

11 Thank you.

12 (Jury out for lunch break at 12:42 p.m.)

13 THE COURT: Any additions or exceptions from the
14 plaintiff?

15 MS. COURAM: No, sir.

16 THE COURT: From the defendant?

17 MR. BROWN: None.

18 THE COURT: Very good.

19 Would you tell, Mr. Bailiff, the jury, they can go on
20 to lunch.

21 THE BAILIFF: Yes, sir.

22 THE COURT: We will be in recess until 2:00 o'clock.

23 Madam Clerk, if during the time of the lunch break if
24 somebody needs to get in this courtroom, can they get in the
25 courtroom or will it be locked?

1 THE CLERK: The front doors will be locked, Judge.

2 THE COURT: It will be locked.

3 THE CLERK: If they check with the deputies downstairs
4 at the kiosk they can probably get someone to open it if
5 they need to get back in.

6 THE COURT: Does everyone understand what she said?

7 MS. COURAM: Am I allowed to remain?

8 THE COURT: Ma'am?

9 MS. COURAM: Am I allowed to remain here to work?

10 THE COURT: Is there any reason why she can't do that?

11 THE DEPUTY: We'll have to have somebody in here with
12 her.

13 THE COURT: I'll tell you what you need to do. You
14 probably need to find a place in the courthouse where you
15 can do that. There are other people who have to go to
16 lunch, too.

17 THE CLERK: I believe there's a conference room outside,
18 Judge, that she can use.

19 THE COURT: There is a conference room you can use
20 across the way.

21 MS. COURAM: Thank you.

22 THE COURT: Thank you.

23 We are recessed until 2:00.

24 (Court in recess for lunch 12:45 p.m.)

25 (Court in session after lunch at 2:04 p.m.)

1 THE COURT: Please be seated.

2 All right, Ms. Couram, is plaintiff ready to begin?

3 MS. COURAM: Yes, sir.

4 THE COURT: Defense ready to begin?

5 MR. HOWSER: Yes, Your Honor.

6 MR. BROWN: Ready, Your Honor.

7 MR. FAIR: Yes, Your Honor.

8 THE COURT: All right. You can bring the jury in,
9 please.

10 (Jury in at 2:05 p.m.)

11 THE COURT: All right. Madam Forelady, ladies and
12 gentlemen of the jury, I need to go over a few opening
13 remarks with you and then we'll begin with opening
14 statements.

15 As I told you this case involves a property, real
16 estate dispute, a boundary dispute. The parties have
17 asserted, plaintiff has asserted various causes of action
18 against the defendants. A couple of the defendants have
19 raised affirmative defenses, meaning that they're saying
20 even if that's true we're not responsible. They've also
21 asserted counter-claims back.

22 I'll let them tell you about those as well as their
23 affirmative defenses and the plaintiff about her claims.
24 The other defendants have just raised affirmative defenses
25 in this matter.

1 Now, as I told you in the beginning, this is a civil
2 trial. It is not a criminal trial. It is one where people
3 come to a jury to seek money damages or other type of
4 relief. I don't know if any of you have ever been involved
5 in the criminal justice system or the civil side of the
6 court or the judicial system whatsoever. I suspect that
7 each and every one of you have watched what appears to be a
8 television show or a movie of a trial on TV. Let me quickly
9 dispel you of any notions you have based on these shows or
10 movies. Trials are very slow. They are deliberate. They
11 are not entertainment, but they are a fundamental part of
12 our democracy. They are a search for the truth to ensure
13 that justice is done.

14 Now, the attorneys here in the courtroom, as well as,
15 the pro se litigants will be expected to advocate their side
16 of the case very zealously, but at the same time when they
17 appear before this court they are what we call officers of
18 this court. What that means is that you can expect them to
19 be courteous and respectful in their dealings with the
20 Court, with their witnesses and with you. Likewise, right
21 before the lunch break you took an oath where you agreed
22 that you would be fair and impartial in your dealings with
23 this matter. That means the parties, these attorneys have a
24 right to expect of you that you will be reasonable, ethical
25 in dealing with these matters and abide by the instruction

1 of the Court through the course of this trial.

2 Now, as I told you earlier, I will give you the charge
3 on the law that you are to apply to the facts of this case
4 at the end of this case. What I say now is generally -- it
5 is not a charge, it is just instruction.

6 Normally, some judges don't let jurors take notes. I
7 do. But let me give you a precautionary note. The fact
8 that in your deliberations at the end of this case,
9 somebody's notes may say one thing and somebody's memory may
10 remember the same fact another way. It doesn't mean that
11 note would trump somebody's memory. You will just have to
12 hash that out in your deliberations. That's why they call
13 them deliberations.

14 Also, in performing your function as a jury, you will
15 have to determine which testimony you want to believed and
16 which testimony you don't want to believe. It's called
17 credibility of the witnesses. Part of doing that is that
18 you look at the person's demeanor while they're on the
19 witness stand. In other words, how did they act while
20 you're testifying. So if you're so engrossed in taking your
21 notes that you may see a subtle reaction that may give you
22 some indication of a person's demeanor, I would caution you
23 to be careful about that or you may miss a follow-up
24 question.

25 Now, you have been selected by everyone in this case,

1 because you said, and they felt, that you could be fair and
2 impartial and do your duty to find what the facts are in
3 this case. In the language of lawyers, you are what we call
4 the judges of the facts. No one including this Court has a
5 right to invade your function as being the sole judges of
6 the facts.

7 What that means is, if at any time during this trial if
8 I were to say or do something that would indicate to you how
9 you are to define facts in this case, I'm going to ask you
10 and also instruct you to disregard that. Our constitution
11 to the State of South Carolina does not allow any trial
12 judge to have an opinion on the facts, nor is he or she
13 allowed to make any comment on the facts in the case. That
14 is solely your province.

15 As I intimated at the first of this case you are to
16 determine what the facts are based on the testimony and the
17 evidence you heard in this courtroom or you would hear from
18 this courtroom. You are not to be influenced by any
19 opinions or comments you hear outside of this courtroom and,
20 again, you're not to engage in any deliberations or any
21 independent juror research and I shall not go over that with
22 you.

23 I'll point out to you that if I make a mistake in
24 applying the law in this case there's a group of courts
25 right across the county line in Richland County that will

1 correct my error. On the other hand, if there's an
2 incorrect finding of fact that's made, generally, there's no
3 way to correct that on appeal.

4 So what that means is that throughout this trial I'm
5 going to ask that you stay engaged, that you pay attention
6 to the testimony and the evidence that's presented here in
7 the courtroom, which is the law as I give it to you, and
8 apply that in your deliberations at the end of this case.

9 The law that makes you the sole judges of the facts,
10 makes me the sole judge of the law. What that means is that
11 you may not like the law as I give it to you, you may think
12 that is should be something else, but it would be improper
13 for you to engage in any discussions about what the law
14 should be or what you wish it to be other than to apply the
15 law as I give it to you.

16 Madam Forelady, you'll be charged with the task of
17 making sure that that is followed and my instructions at the
18 end of this case.

19 Again, don't begin your deliberations and don't look at
20 anything about this case.

21 Now, there are five parts in every single case. In
22 just a moment the parties will have the right to give you
23 opening statements. What they say, whether they're
24 representing themselves or through an attorney is helpful,
25 it is designed to help you understand what the facts of this

1 case are. Let me remind you it is not evidence. The
2 attorneys or the pro se litigants, at last, and until
3 they're sworn to take the stand are just giving you what is
4 called their contentions.

5 Now, the only real evidence is the sworn testimony you
6 will hear from this box right here and any exhibits that we
7 allow or that I allow into evidence, up until that time it's
8 just the parties contention. And at the end of the case I
9 will remind you that it was this contention and although
10 it's helpful and you're free to do with it what you want,
11 but in the case you -- your memory is different than anyone
12 here then your memory will control.

13 After the statements you will have the presentation of
14 the evidence. That will be the longest aspect of this case.
15 Next you will have closing statements by the attorney which
16 is the summation of what they think they've proven and the
17 relief they're asking you to grant. I will then charge you
18 on the law and then you will begin your deliberations.

19 I tell you that because I want you to know generally
20 where you are in this case. In every case attorneys and pro
21 se litigants have a duty, if they feel like the process is
22 not correct or there is evidence that is improperly being
23 offered or something else that's happening they have a duty
24 to object. The fact that the party or an attorney may
25 object to the matter is not subject to your deliberations.

1 Madam Forelady, I will tell you that at times I'm going
2 to be running you in and out of this courtroom. You may feel
3 at some point that you are like cattle. Sometimes I'll let
4 you stay in here and listen to the ruling that I make on it,
5 but at the end of the day it's just the methodology that
6 goes into every single case whether it be civil or criminal
7 and you shall not discuss it or give it any weight in your
8 deliberations as to the fact there was an objection or my
9 ruling on that objection.

10 In this case, the burden of proof is by a preponderance
11 of the evidence. The plaintiff, having brought this suit
12 has the burden of establishing her claims by a preponderance
13 of the evidence. The defendants, by raising an affirmative
14 defenses -- or the ones who have raised affirmative defenses
15 and counter-claims have the burden of proving their
16 affirmative defenses or counter-claims.

17 If you imagine right now as we begin this case the
18 scales of justice are exactly equal and at the end of this
19 case when you go back to begin your deliberations and you
20 consider the claim or claims, if the scales tilt every so
21 slightly in the favor of any defendant or all the defendants
22 or they remain equal then she will have failed in her burden
23 of proof and your duty will be to find for a particular
24 defendant or all the defendants as the case may be. On the
25 other hand it if tilts every so slightly in favor of the

1 plaintiff then your verdict would be for the plaintiff with
2 regard to that claim and the defendants involved. Then you
3 would analyze the affirmative defenses of the counter-claims
4 of the defendants and you would imagine those scales being
5 the same. If they are equal or tilt ever so slightly in
6 favor of the plaintiff, they would have failed in their
7 claims. On the other hand, if they tilt ever so slightly in
8 their favor then they'd be successful in their affirmative
9 defense for counter-claim.

10 I tell you that now in this case so that you can keep
11 that in your mind throughout the course of this trial, but I
12 will bring you back later and give you a more definitive
13 statement as to burden of proof and the issues involved with
14 that.

15 Before we get started with opening statements, I need
16 to send you Madam Forelady back to the jury room and see if
17 I have misstated the law or omitted to say something I
18 should have and then we'll bring you right back for opening
19 statements, okay.

20 (Jury out at 2:15 p.m.)

21 THE COURT: All right. Any additions from the
22 plaintiff?

23 MS. COURAM: I don't believe so. No.

24 THE COURT: Okay. Thank you.

25 From the defendants or the pro se party?

1 MR. HOWSER: Without objection, Your Honor.

2 THE COURT: All right. Thank you, sir. You may be
3 excused.

4 MR. DRAFTS: Thank you, sir.

5 THE COURT: All right. Madam Forelady, let's go ahead
6 and take a few minute break this afternoon. We've been
7 going for a little while. We'll take about a 10 minute
8 break, and we'll come back for the next testimony.

9 (Jury out at 3:39 p.m.)

10 THE COURT: We'll be in recess for 10 minutes.

11 (Court in recess for short break.)

12 (Court in session after short break.)

13 THE COURT: Please be seated.

14 Anything from the plaintiff before we proceed?

15 MS. COURAM: I don't think so.

16 THE COURT: Okay.

17 MS. COURAM: I guess I'll be my own witness. Is that
18 what you mean?

19 THE COURT: Just one second I'll go over that again with
20 you.

21 Anything from the defense?

22 MR. HOWSER: Nothing from Cox and Dinkins or Rawls.

23 MR. BROWN: Nothing from the neighbors, Hooker and
24 Reibold.

25 MR. FAIR: Nothing from Fair.

1 THE COURT: All right. Now, just as a reminder.
2 Remember the rules we talked about earlier. You can testify
3 in narrative form, they will object and we'll cross-examine
4 you; correct?

5 MS. COURAM: Yes, but please understand that I will
6 probably not going to do it exactly right. I'll do it the
7 best I can.

8 THE COURT: I understand.

9 MS. COURAM: I'm sorry. I'm doing the best I can.

10 THE COURT: That's all right. Just all you can do, the
11 best you can.

12 All right. Everyone here ready to bring the jury back?

13 MR. HOWSER: Yes, Your Honor.

14 MR. BROWN: Yes, Your Honor.

15 THE COURT: Okay. Ms. Couram, how long do you think
16 your testimony in chief is going to be; meaning your side of
17 your testimony?

18 MS. COURAM: I'm really not sure, because I'm really not
19 sure what I'm going to be saying. So I'm not sure.

20 THE COURT: The reason I'm asking is because if it's
21 going to be a while we have a couple -- I think defendant's
22 if I understand who have to be home by 5:30, and if we're
23 going to go into something that might go long it might be
24 the better part of valor to go ahead and break for the day
25 and come back at 9:00 o'clock, 9:30 in the morning and start

1 back up.

2 MR. HOWSER: Whatever the Court says.

3 MR. BROWN: We're okay with that.

4 MS. COURAM: I'll agree with that.

5 THE COURT: Ma'am?

6 MS. COURAM: I'll agree with that.

7 THE COURT: Okay. Give you a little thought -- time to
8 get your head together, too.

9 MS. COURAM: Yes. To -- I'm going to be my own witness.

10 THE COURT: Okay.

11 How about bring the jury in, please.

12 (Jury in at 3:55 p.m.)

13 THE COURT: All right. Madam Forelady, ladies and
14 gentlemen of the jury, I have taken the prerogative since
15 the next witness to the jury is going to be fairly lengthy
16 or potentially so, instead of dividing up that testimony
17 over night and have it partially done today, let's start
18 back in the morning, then we'll go ahead and put it all
19 together at one time.

20 Is there any reason, if you'll poll the jury, why
21 everybody can't be here by 9:00 and resume the trial at
22 9:00?

23 MADAM FORELADY: Not that I'm aware of, Your Honor.

24 THE COURT: Would you check and make sure everybody's
25 okay to be here at 9:00?

1 MADAM FORELADY: Yes, sir.

2 THE COURT: Everybody is good? Okay. Very good.

3 We're going to excuse you for the day. I'll remind you
4 don't speak amongst yourselves or anybody else about the
5 case and the other things I spoke with you about earlier.

6 Also, Madam Forelady, if at any time I summon you back
7 to the courtroom before you are ready let us know and we
8 will give you all the time -- this is certainly not an
9 endurance race. If you need anything just let one of the
10 bailiffs know and we'll make sure that y'all are taken care
11 of.

12 We'll excuse you for the day. Thank you for being here
13 and we'll see you bright and early in the morning at 9:00
14 o'clock.

15 MADAM FORELADY: Thank you, Your Honor.

16 THE COURT: All right.

17 (Jury out for the day at 3:58 p.m.)

18 THE COURT: All right. Let's make sure we have all the
19 exhibits that have been marked and entered so they don't run
20 away. I lost some the other day that took forever to find.

21 COURT REPORTER: I have one and two for the defendant.

22 THE COURT: What's that?

23 COURT REPORTER: One and two for the defendant.

24 THE COURT: Okay.

25 COURT REPORTER: And --

1 MR. BROWN: No, Your Honor.

2 MR. HOWSER: No, Your Honor.

3 MR. FAIR: No, Your Honor.

4 THE COURT: Okay. Thank you.

5 All right. Are you ready to go with opening
6 statements?

7 MR. BROWN: Yes, sir.

8 THE COURT: All right.

9 Will you bring the jury back, please.

10 (Jury in at 2:16 p.m.)

11 MR. HOWSER: Judge, is the podium all right, right
12 there?

13 THE COURT: Yes, sir.

14 All right. Ladies and gentlemen, we recognize that it's
15 a little warm here today and we're going to try to prop some
16 doors open. So just bear with us. At least you don't have
17 to wear this robe.

18 We're going to have the plaintiff. She's ready to
19 proceed with opening statement?

20 MS. COURAM: Yes.

21 THE COURT: Okay. You may proceed.

22 PLAINTIFF OPENING STATEMENT BY MS. COURAM, PRO SE

23 MS. COURAM: What this case is about was a trespass by
24 the defendants, invasion of privacy, slander of title, and
25 infliction of intentional emotional distress, civil

1 conspiracy.

2 What I intend to prove is that the defendants destroyed
3 property, my property. That they invaded my privacy for
4 going on -- since 2004, I have been dealing with them on and
5 off.

6 First, Mr. Fair, one of the defendants, then it was Cox
7 -- and then it was Mr. Reibold and Mr. Fair, and then it
8 turned out to be Mr. Reibold and Mr. Hooker. And then I
9 found out once I investigated why this was happening. It
10 turned out it involves also Cox and Dinkins and Mr. Rawls,
11 who did the survey of the property and the reason the
12 defendants has decided that the property was theirs and they
13 felt justified in trespassing and laying claim to the land.

14 I also intend to prove slander of title. What that is
15 is basically is a cloud on the title which when you
16 refinance their property it's -- it prevents a person from
17 refinancing the property or doing anything with their
18 property whatsoever because it's tied up in legal
19 litigation.

20 Intentional infliction of emotional distress is the
21 actions of the defendants as to whether or not those actions
22 were deliberate, wanton and reckless. And if they did
23 slander my title or place a cloud on that title, as I said,
24 by doing so they invaded my rights and they are also --
25 violated their own oath as surveyors, and the fact that they

1 are not allowed to do such things. Their whole purpose as
2 surveyors is to prevent this type of legal action.

3 The evidence will show that they never even bothered
4 looking at my plat when they did the survey of the property
5 on Toucan Way. They only looked at plats from '91, plats
6 from '92, but as the owner of the property that caused
7 damage to or is the subject of this property -- the subject
8 of this property they never even bothered to --

9 Basically, that's it. I just -- oh, and also civil
10 conspiracy. As I stated before, this has been going on
11 since 2004, when the area there was developed by Mr. Fair in
12 2004 was supposed to be a park that belonged to the
13 subdivision I live in.

14 When I purchased the property the whole purpose, the
15 main reason I purchased was that the park was never supposed
16 to be developed, but for some reason Wrenwood Subdivision
17 didn't pay the property taxes. So Lexington County sold the
18 property to Mr. Hawkins and then Mr. Fair, Mr. Hawkins sold
19 the property to Mr. Fair. And that is how my property
20 because part of this and it never should have been part of
21 this.

22 And also civil conspiracy. Civil conspiracy is two or
23 more people conspiring to harm another person. As I stated
24 earlier, this involved Mr. Fair, Cox and Dinkins, Mr. Rawls,
25 initially. Then it became Mr. Reibold and Mr. Fair. Then

1 it became Mr. Reibold and Mr. Hooker and then it became all
2 of the defendants.

3 So you can imagine what I have been going through for
4 the last 10 years. I have not been able to get these people
5 out of my life and when I finally asked them to leave my
6 property, they said no. I had to sue and that's why I'm here
7 today. And that's how I know what happened and my whole
8 reason that I'm here before you and shaking in my boots.

9 Thank you.

10 THE COURT: Mr. Howser?

11 MR. HOWSER: You want me?

12 THE COURT: Either way.

13 MR. HOWSER: May it please the Court.

14 THE COURT: Yes, sir.

15 DEFENDANT OPENING STATEMENT BY MR. HOWSER

16 MR. HOWSER: Madam Forelady and members of the jury, as
17 I told you earlier, my name is Dave Howser and it is my
18 responsibility to represent Cox and Dinkins and Don Rawls.

19 I'll ask Don to stand up. Don is an employee of Cox
20 and Dinkins. He is a resident here in Lexington County. Cox
21 and Dinkins is located in Columbia. I practice law in
22 Columbia.

23 Let me, as part of my task here, explain to you what
24 the evidence will show as it relates to my clients, Cox and
25 Dinkins and Don Rawls.

1 The evidence will show that Ms. Couram purchased her
2 house and lot in 1994. At the time she purchased her house
3 and lot, she got a deed and the deed makes reference to a
4 survey done by Mr. Drafts. Mr. Drafts is seated back here
5 and I expect that Mr. Drafts will testify.

6 The survey of Mr. Drafts showed that the property of
7 Ms. Couram fronted on McCaw Lane for a distance of 39.87
8 (sic) feet. Later, the property that adjoins her property,
9 as she explained to you, was sold for failure to pay taxes.
10 It ultimately came into the hands of Mr. Fair of Fair
11 Builders. Fair Builders got Cox and Dinkins to do a survey
12 of that property that adjoins Ms. Couram, so that he could
13 develop it into four lots, one of which is owned by the
14 Reibolds and one of which is owned by the Hookers.

15 In performing their survey in 2004, Cox and Dinkins
16 determined that the frontage of Ms. Couram on the McCaw Lane
17 was 69.86. That is 100th of a foot different from the survey
18 of Mr. Drafts. You will hear testimony that that's pretty
19 dog-gone close when it comes to doing a survey. 100th of a
20 foot is .12 inches. Less than 1/8th of an inch for a survey
21 done 10 years later.

22 We expect Mr. Drafts to tell you that he has compared
23 the survey he did, the original survey, and the survey done
24 by Cox and Dinkins, all which show that Ms. Couram has the
25 property that she is entitled to and that no act on the part

1 of Cox and Dinkins has caused her to lose any property that
2 she purchased.

3 She has brought a number of causes of action and as we
4 read those pleadings, the documents she served in this
5 lawsuit, Cox and Dinkins and Don Rawls were added by what we
6 call an amended pleading. And it -- they got added,
7 apparently, because of this.

8 On or about March 25, 2011, which was a Friday, Ms.
9 Couram arranged to meet with Don Rawls. This was a Friday.
10 Don was not working, but agreed to come to his office and
11 sit down with her and explain to her the survey that they
12 had done, the other surveys of her property and this was all
13 consistent. As a result of that discussion, Mr. Rawls
14 furnished her, Ms. Couram, with some information she wanted.
15 As a matter of fact, you will hear testimony during the
16 course of this trial how she wrote him a letter and at the
17 beginning of the letter thanked him for furnishing that
18 information. That is the only time Don Rawls or anyone else
19 from Cox and Dinkins met with her.

20 * She has charged civil conspiracy. Don Rawls will
21 testify that until this courtroom here today he had never
22 met Mr. and Ms. Hooker, he had never met Mr. and Mr.
23 Reibold. He had never communicated with them by email, by
24 letter or by any other means of communication. There is no
25 conspiracy.

1 They have been charged with trespass. You will hear
2 Mr. Rawls testify that to the best of his knowledge he has
3 never been on the property of Ms. Couram. Mr. Rawls will
4 tell you that he is head of the survey department at Cox and
5 Dinkins and those who work under him did the survey, but he,
6 himself, who is charged with trespass has never been on the
7 property of Ms. Couram.

8 She has alleged a continuing trespass. The facts, as
9 we will present them, show that there is no basis for that.

10 She also says that there is some cloud on her title.
11 What you call slander of title. We will tell you and
12 present the rules and regulations promulgated in the State
13 of South Carolina that require a survey to list certain data
14 on a plat. That is, they've got to show the adjoining land
15 owners, they've got to show streets, things of this. We
16 will present evidence that this survey that Cox and Dinkins
17 performed was a proper survey under the laws of the State of
18 South Carolina.

19 We submit to you that at the conclusion of this case
20 you will conclude that there is no intentional infliction of
21 emotional distress caused by Cox and Dinkins or Don Rawls on
22 Ms. Couram. That is also known as a tort of outrage. That
23 is the conduct is intolerable in a civilized society. Cox
24 and Dinkins was simply doing what it was asked to do,
25 perform a survey of the adjoining property.

1 There has been no continuing trespass. There has been
2 no slander of title and there has been no conspiracy by Cox
3 and Dinkins or Don Rawls or anyone in this case.

4 We will present testimony from other surveyors that
5 will establish that the property -- the plat of Cox and
6 Dinkins was indeed proper and consistent with prior surveys.

7 We will also present testimony that Gene Dinkins of Cox
8 and Dinkins has brought a great honor to the State of South
9 Carolina. He is national president of the Surveyors
10 Association, and, quite frankly, you don't get in a position
11 like that by treating people the way Ms. Couram would think
12 you treated them.

13 At the end of this case we will ask that you return a
14 verdict according to the law and the evidence presented in
15 favor of Cox and Dinkins and Don Rawls.

16 Thank you very much.

17 THE COURT: Mr. Brown.

18 MR. BROWN: Please the Court, Your Honor.

19 THE COURT: Yes, sir.

20 DEFENDANTS OPENING STATEMENT BY MR. BROWN

21 MR. BROWN: Madam Forelady, ladies and gentlemen of the
22 jury, my name is Smokey Brown. I am a lawyer, I practice
23 out of Irmo, and I'd like to introduce Mr. and Ms.
24 Christopher Hooker.

25 If y'all could please stand.

1 (Mr. and Ms. Hooker stand.)

2 MR. BROWN: Thank you. Be seated.

3 Mr and Ms. Carl Reibold.

4 (Mr. and Ms. Reibold stand.)

5 MR. BROWN: Thank you. Please be seated.

6 And moving forward with this time line that you heard
7 from Mr. Howser, I believe the evidence will show that the
8 Hookers bought their home at 120 Toucan Way, which is at the
9 intersection of Toucan Way and McCaw Lane, in November 2005.

10 Mr. and Ms. Reibold bought their home on 118 Toucan Way
11 in April of 2006.

12 Both parties, and I'm going to refer to them as the
13 neighbors because that's what they are, they're neighbors,
14 ~~X~~relied on the survey at their closing when they bought their
15 homes, by Cox and Dinkins.

16 Ms. Couram bought her home on McCaw Lane in 1994. So
17 at the time the Hookers and the Reibolds bought their homes,
18 Ms. Couram was their neighbor and shared a boundary line
19 with the neighbors.

20 In December 2010, Mr. Hooker was trying to locate the
21 corner pin so he and his wife could start building a fence
22 for their young children to play in the backyard.

23 We believe the evidence will show that Mr. Hooker, who
24 coaches soccer in his spare time when he's not employed,
25 that he wanted to teach his son how to play soccer.

1 At about the same time, Mr. Reibold had cut down tree
2 limbs that were hanging over a swing set that was owned by
3 the Hookers in their backyard. He also pulled down vines
4 that he believed were killing an oak tree. He also was
5 digging back and trying to cut old brush out in an effort to
6 lengthen his backyard so eventually he could build a fence.
7 He and his wife are retired. They have children of their own
8 and they wanted a safe place to play for their
9 grandchildren.

10 We believe at this time that the evidence is going to
11 show that the police were called by Ms. Couram on the
12 Hookers and the Reibolds. Not one time, not two times, but
13 three times in three consecutive nights, and then within a
14 matter of days they were sued.

15 Our defenses are very simple. We've alleged a statute
16 of limitations violation that Ms. Couram, if there was a
17 boundary line dispute all the way back to 2004, she would
18 have notified the Hookers and the Reibolds prior to 2010,
19 when she sued and called the police.

20 To that extent, we believe the evidence will show that
21 the only time in six plus years that she spoke with either
22 Mr. Hooker or Mr. Reibold was one time with Mr. Hooker in
23 2007 when he was cutting grass in his backyard. The one
24 time with Mr. Reibold was in 2006 when he was talking with
25 Steve Fair, who build their home, about the exact location

1 where a fence might go.

2 We've also filed counter-claims. Those counter-claims
3 are nuisance, because we believe nobody should be called
4 three times in three nights to be investigated by the police
5 over a boundary line.

6 We've also filed a claim for intentional infliction of
7 emotional distress because no reasonable person should have
8 to put up with it. No reasonable person should have to
9 explain to ~~a~~ a four-year-old, who looks at the police almost
10 as idols, that your daddy is not in trouble. It's okay.
11 It's okay to still like the police, daddy's not in trouble.

12 We also filed a claim, a counter-claim for what's
13 called a declaratory judgment because we believe the
14 evidence that's going to be offered through Cox and Dinkins
15 and through Ms. Couram's own plat will justify a belief that
16 the Hookers and the Reibolds should have their property line
17 as what they got when they bought their homes in 2006 and
18 2007.

19 We're going to vigorously defend against the same
20 claims that have been made against them. In fact, we believe
21 the evidence is going to show that Ms. Hooker and Ms.
22 Reibold, ~~they~~ they've never even talked to Ms. Couram.

23 Ladies and gentlemen, the case is very simple for the
24 Hookers and the Reibolds, good fences do make good
25 neighbors. That's all these people wanted. Instead they're

1 here today.

2 I do ask, for them, please listen to the evidence,
3 please listen to the testimony, please review the evidence,
4 because this is the first time ever, other than talking to
5 me, that they get a chance to tell their side of the story.

6 We believe the evidence will justify a verdict in their
7 favor and I want to thank you for your time. This will be
8 very tedious, you've heard Mr. Howser talk about we're
9 talking about hundredths of inches, eighth of an inch here,
10 a little bit there. Please review it carefully, because we
11 believe that evidence will justify a verdict in favor of the
12 Hookers and the Reibolds.

13 Than you.

14 * THE COURT: Mr. Fair, do you care to make an opening
15 statement?

16 MR. FAIR: No, Your Honor.

17 THE COURT: Okay. Thank you.

18 Ms. Couram, will you call your first witness, please.

19 MS. COURAM: I don't know how to proceed with this, but
20 I guess, I'll call myself.

21 THE COURT: Sure.

22 Let me do this, Madam Forelady, since this is a little
23 unusual. Let me just get some ground rules set before we
24 get started. Let me get you to go back to your jury room
25 and we'll get you back out here shortly.

1 (Jury out at 2:38 p.m.)

2 THE COURT: Okay. Just so we're all on the same page.
3 I haven't done a lot of pro se especially with juries, but
4 in the past what I do is swear the -- in other words, the
5 plaintiff will be sworn, she will be allowed to give in a
6 narrative form, to testify. That doesn't alleviate
7 responsibility of the plaintiff to meet the rules of
8 evidence and the rules of procedure. You're expected to be
9 able to comply with those. If something occurs during the
10 course of that narrative type testimony, then the parties,
11 through their attorneys or individually need to stand up,
12 object, just like any other trial and I'll rule on it,
13 either in the presence or outside the presence of the jury.
14 Then, you'll be subject to cross examination by the
15 attorneys and Mr. Fair, okay.

16 Any questions about that, whatsoever?

17 MS. COURAM: I really thought I'd go ahead and call Mr.
18 -- Officer Creech and Mr. Drafts, so they could --

19 THE COURT: You need to stand up and also to speak
20 clearer.

21 MS. COURAM: I'm sorry. I believe I'll go ahead and
22 call Mr. Creech and Mr. Draft. They are my witnesses.

23 THE COURT: Mr. Creech and -- you can't call both of
24 them. You have to call one or the other.

25 MS. COURAM: No, sir. Mr. Creech, Officer Creech and

1 Mr. -- I know I can't ^{can} do them both at the same time.

2 THE COURT: Which one do you want me to call first?

3 MS. COURAM: Officer Creech first.

4 THE COURT: Officer Creech.

5 MS. COURAM: And then Mr. Drafts.

6 THE COURT: Before you changed gears on me, did you hear
7 my ruling about your testimony?

8 MS. COURAM: Yes, I did. You said that --

9 THE COURT: You understand now. I'm making sure, for
10 the record, Ms. Couram, do you understand that?

11 MS. COURAM: If you'd like to tell me again, sir. I
12 thought I understood.

13 THE COURT: You are going to testify in narrative form?

14 MS. COURAM: Yes.

15 THE COURT: And then if they want to object they will
16 object. You will have to meet the rules of evidence and
17 know where to have exhibits admitted just like any other
18 person before this court. If they object, I may or may not
19 have the jury stay in here. And I'll rule on that. Then
20 you'll be subject to cross-examination, okay.

21 Do you understand?

22 MS. COURAM: Yes, I understand.

23 THE COURT: Okay.

24 Does everybody understand on this side of the table?

25 MR. HOWSER: Yes, sir.

1 MR. FAIR: Yes, sir.

2 MR. BROWN: I understand, Your Honor.

3 THE COURT: Okay.

4 Now, instead of you, we're going to call Officer
5 Creech; is that correct?

6 MS. COURAM: Yes.

7 THE COURT: Is Officer Creech -- would you get Officer
8 -- are you Officer Creech?

9 OFFICER CREECH: Yes, Your Honor.

10 THE COURT: Okay. Would you come around, sir. Just so
11 we can be on the front page, front bench. Thank you.

12 (Jury in at 2:41 p.m.)

13 PLAINTIFF'S CASE

14 THE COURT: Ladies and gentlemen, Madam Forelady, we're
15 going to have a change of pace and we're going to call --
16 the next witness will be Officer Creech; is that correct?

17 MS. COURAM: Yes.

18 THE COURT: Okay.

19 Would you come around, Officer Creech?

20 THE CLERK: Would you place your left hand on the Bible.

21 (WHEREUPON, Officer Creech was sworn to
22 tell the truth.)

23 THE CLERK: If you'll have a seat and state your name
24 for the record.

25 OFFICER CREECH: Master Deputy Anthony A. Creech.

1 MS. COURAM: Officer Creech was one of two officers that
2 was called out to my property when the defendants Reibold
3 and Hooker caused damage and trespass.

4 MR. BROWN: Your Honor, I'm going to object. She's
5 making conclusions.

6 THE COURT: Sustained.

7 You need to ask questions; who, what, when, where, why
8 format as any other person would have to do in this
9 courtroom. Okay.

10 MS. COURAM: Okay.

11 OFFICER CREECH - DIRECT EXAMINATION

12 BY MS. COURAM:

13 Q Officer Creech, do you know any of the defendants,
14 either Mr. Reibold or Mr. Hooker or their wives?

15 A I do not.

16 Q You never met them before?

17 A Never.

18 Q Okay.

19 THE COURT: Let me ask you to do one thing; stand back
20 just a little bit, please.

21 MS. COURAM: Okay.

22 THE COURT: Thank you.

23 BY MS. COURAM:

24 Q Your first contact, you were called out initially on
25 December 13; is that correct?

1 A No, I was not.

2 Q That was your first contact?

3 A No, I was not.

4 Q All right. Let's ask it this way, because according to
5 this report, you were.

6 A Can I see the report, please?

7 (Document passed to the witness.)

8 A The date on this report is December 15, 2010.

9 Q Exactly. At the bottom it says 12/13/10 and 12/14/10.

10 A No. It says 12/15/2010.

11 Q It does not say that right there?

12 A It says 12/15/2010.

13 Q All right. You were called out to my property on two
14 separate occasions; is that correct?

15 A That is correct?

16 Q What days were those?

17 A 12/15/2010 and 12/16/2010.

18 Q All right. On 12/15 why were you called out?

19 A You were alleging that Mr. Hooker was trespassing on
20 your property and that he had damaged the property by
21 allegedly digging a hole and placing a plastic something in
22 the ground, a stick or piece of tubing.

23 Q And was there tubing there?

24 A There was, but I can't establish whose property it was
25 on.

200

1 Q' Okay. Would you read your report to the jury?

2 A On 12/15/2010, I responded to 104 McCaw Lane in
3 Lexington County and made contact with the complainant,
4 Glenda Couram, who believes that her neighbor, Christopher
5 Hooker is criminally trespassing on her property because
6 home to discover a small hole on her yard with black plastic
7 tube sticking about a foot in the air. After examination
8 the tube marked an existing steel property marker buried
9 deep in the ground. After making contact with Christopher
10 Hooker is became apparent that there was a disputed property
11 lines between their yards they both have a claim to.

12 Christopher Hooker states he discovered and marked the
13 steel marker with measurements that he obtained from his own
14 existing plat for the property.

15 Glenda Couram became uncooperative and refused to
16 acknowledge the marker. Christopher Hooker was simply
17 trying to mark what he believes to be his own property line
18 and was not harassing Glenda Couram, as she alleges.

19 Glenda Couram insists the property line is hers because
20 she has lived there longer, however, she acknowledges was
21 once given to Carolina Water as an easement and it is
22 unclear when, if ever, it ever legally reverted back to her
23 ownership.

24 Glenda Couram continued to insist that I charge
25 Christopher Hooker with criminal trespass, which I advised

1 her did not apply to the situation.

2 I advised both parties that there was not a criminal
3 issue at hand and that they would have to resolve the issue
4 of the property ownership in court.

5 I provided both parties with the case number to
6 reference this report.

7 Q So I did ask Mr. Hooker to leave the property?

8 A He was not on the property when I was present, so I can
9 not confirm or deny that.

10 Q Where was the hole -- where was the property --
11 according to -- remember I was out there, too.

12 A I could not say.

13 Q Sir? This is the area where Christopher -- where Mr.
14 Hooker's property is located, and Mr. Reibold. Was this not
15 the area where we were standing?

16 A ~~*~~I couldn't say. It's been two and a-half years ago,
17 and that's -- that's a top down line drawing. I can't make
18 a comparison.

19 Q All right. Let's look at theirs.

20 A Again, we're talking about a top down line drawing.

21 Q This is Mr. -- I'm not sure what that means, but this
22 is Mr. Hooker's property and this is Mr. Reibold's property.

23 A I --

24 Q And the property -- did you not just testify that there
25 was a rebar there the day --

1 A There was a steel rebar in the ground.

2 Q And was not that rebar located here?

3 A I could not say.

4 Q Would you like to see a picture?

5 A You can show me one. I won't object to that.

6 Q All right.

7 MS. COURAM: I'll have to show him on my computer, if
8 that's all right.

9 THE COURT: Ma'am?

10 MS. COURAM: I'll have to show him on my computer, if
11 that's okay?

12 THE COURT: Just one second.

13 Madam Forelady, would you take the jury to the jury
14 room for a second.

15 (Jury out at 2:49 p.m.)

16 THE COURT: All right. Now, has counsel for the
17 defendants and the pro se defendant viewed these purported
18 pictures?

19 MR. HOWSER: We have reviewed some pictures. Now,
20 whether they're the same ones she's going to show, I don't
21 know, Your Honor. The ones she showed us, I had no
22 objection to them.

23 THE COURT: Well, some of them was on a sheet of paper
24 that y'all stated you didn't object to.

25 MR. HOWSER: Correct.

1 THE COURT: Now, these are on a disk form, according to
2 what Ms. Couram told me earlier before the lunch break.

3 MR. HOWSER: She showed up photographs on her computer.
4 I have no objection to those on the computer. I'm assuming
5 the same photograph that she's going to show him that we saw
6 on the computer.

7 THE COURT: Ms. Couram, are those the same photographs?

8 MS. COURAM: Yes, sir.

9 THE COURT: Okay.

10 Mr. Brown?

11 MR. BROWN: I -- the only objection of any kind that I
12 would have to it -- I know some of them appear very blurry.
13 I could not see them real well. I have no idea when these
14 might have been taken, but, I mean, overall, I mean, would
15 not have any objection as to this picture that she's talking
16 about.

17 THE COURT: Well, either you object or you don't object?

18 MR. BROWN: No, I'm not going to object.

19 THE COURT: Okay.

20 Mr. Fair, do you have any objections?

21 MR. FAIR: No, Your Honor.

22 * THE COURT: Tell you what, Mr. Fair, I know that you're
23 kind of riding the horse on this, so to speak. If you would
24 rather me not call on your every time and you speak up if
25 you feel like you need to or I'll call on you every time?

1 MR. FAIR: That's fine, Your Honor, you can call on me.

2 THE COURT: Okay.

3 All right. So they would be admitted into evidence
4 without objection and if there is some forwarded picture
5 that was not show or agreed upon by counsel you will have to
6 stand up and object to that, otherwise, I'm going to find
7 that they are admitted without objection.

8 MR. HOWSER: That's fine, Your Honor.

9 COURT REPORTER: Judge?

10 THE COURT: Yes, ma'am?

11 COURT REPORTER: Do you want to mark the poster board
12 with the photographs and then the disk with the pictures
13 from the computer as One and Two?

14 THE COURT: Your photographs on the board are different
15 from what you have in your computer, right?

16 MS. COURAM: Yes, sir.

17 THE COURT: Do you have your disk so you can give it to
18 the court reporter so she can mark that?

19 MS. COURAM: I have it, but it's in there, in the
20 computer.

21 COURT REPORTER: The case?

22 THE COURT: We need it now because it has to be marked.

23 MS. COURAM: Oh, you need it now?

24 THE COURT: Yes, ma'am.

25 COURT REPORTER: I can mark the case and she can give it

1 to me after she shows it.

2 THE COURT: Okay. That will be fine. Thank you, Madam
3 Court Reporter.

4 Do you want to go ahead and mark the poster board, as
5 well?

6 COURT REPORTER: Yes, sir.

7 THE COURT: Do you want to make the disk One and the
8 poster board Two?

9 COURT REPORTER: Yes, Ma'am -- excuse me. Yes, sir.

10 (Plaintiff's Exhibit No. 1, CD
11 containing photos, was marked and entered.)

12 (Plaintiff's Exhibit No. 2, poster
13 board with photos, was marked and entered.)

14 COURT REPORTER: Plaintiff's No. 1 for the disk and
15 Plaintiff's No. 2 for the posterboard.

16 THE COURT: Okay. Is plaintiff ready to proceed?

17 MS. COURAM: Yes, I am.

18 THE COURT: Is defense ready to proceed?

19 MR. HOWSER: Yes, Your Honor.

20 MR. BROWN: We are, Your Honor.

21 THE COURT: Bring in the jury, please.

22 (Jury in at 2:57 p.m.)

23 THE COURT: Ms. Couram, you may proceed.

24 MS. COURAM: Okay.

25 (Photos show to Officer Creech.)

1 THE COURT: Counsel, if you'd like to get up and move
2 around so you can see what is being shown.

3 MR. BROWN: Thank you.

4 BY MS. COURAM:

5 Q That was the black hose that was sticking up out of my
6 -- out of that rebar, was it not?

7 A It looks similar to what I recall from two and a-half
8 years ago.

9 Q Okay. And can you tell the jury exactly where that
10 hose was located?

11 A No, I cannot.

12 Q Why not?

13 A Because as my report indicated it was a disputed area
14 of the yard between yourself and Mr. Hooker. I'm not a
15 trained professional to make that assertion as to whose
16 yard it was in.

17 Q I'm not asking you whose yard it was in. I'm asking
18 you where the hose was located when you saw it?

19 A I'm afraid I can't give you a more specific answer than
20 that.

21 Q I showed you a picture of the property, of my property
22 and Mr. Reibold's property --

23 A You showed me a plat. I believe I advised you on
24 12/15/10 that I've got no expertise in interpreting --

25 Q And I understand that, sir. That's not what I'm asking

1 you. What I'm asking you is the location of where the holes
2 were when you saw it and you're saying you cannot recollect
3 that because --

4 A If I was physically standing in your yard right now I
5 could show you where it was.

6 Q Okay.

7 (Pause.)

8 MS. COURAM: I'm locating the picture of my yard so --

9 THE COURT: You don't need to give a narrative, just ask
10 questions, please.

11 MS. COURAM: Okay.

12 (Pause.)

13 BY MS. COURAM:

14 Q Would you say the hose was on the other side of the
15 natural fence that was there?

16 A Can you define natural fence for me?

17 Q The woods.

18 A I couldn't say one way or the other.

19 Q Would you say the hose was on the opposite side, given
20 that this was Mr. Reibold's and Mr. Hooker's property, the
21 hose was on the opposite side of those logs?

22 A I couldn't say. If I recall, those logs were in your
23 back yard. The area we're disputing was in the vicinity of
24 the front yard.

25 Q So you're saying that as far as you know that this is

1 not the property where the hose was located?

2 A I'm saying I cannot look at that picture and tell you.

3 Q But you can say that there was a hose there?

4 A There was a hose in the grassy area where your property
5 and Mr. Hooker's meet. I cannot tell you if it was your
6 property or his property.

7 Q Well, I'm not asking you whose property it was, sir.
8 I'm just asking you to testify to the fact that there was a
9 hose on the property?

10 A There was a hose that was attached to a piece of steel
11 rebar that looked like it was very deep in the ground and it
12 appeared to have been there a very long time.

13 Q The hose?

14 A The steel rebar.

15 Q Okay. So is it your testimony that that -- not
16 testifying that the property belonged to whom, that there
17 was a black hose that was sitting up on the property?

18 A There was a black hose marking a piece of steel rebar
19 out there that day.

20 Q And Mr. Hooker told you that he placed that hose there
21 in order to mark where the property lines was supposed to be
22 according to the survey that he had from the defendants?

23 A That's correct.

24 Q Okay. I think that's all, Mr. Creech, Officer Creech.

25 THE COURT: Cross-examination?

1 MR. BROWN: Thank you, Your Honor.

2 OFFICER CREECH - CROSS-EXAMINATION

3 BY MR. BROWN:

4 Q Officer Creech, you testified you went back a second
5 time to this location?

6 A That's correct. The following day about the same time.

7 Q That would be December 16, 2010?

8 A Yes, sir.

9 Q What was the reason for going out again?

10 A It's been a while, but if I recall the reason -- recall
11 the reason was almost identical to the first time. I didn't
12 generate an incident report the second time because the
13 complaint was almost identical. I think she was wanting to
14 allege that Mr. Hooker had been trespassing again and wanted
15 him charged criminally and I had already explained to her on
16 the 15th that it was not a matter of criminal trespass.

17 Q So it's your testimony Ms. Couram called you twice in
18 two days to have Mr. Hooker charged with criminal trespass;
19 correct?

20 A Yes, sir.

21 Q Thank you. I have no further questions. Please answer
22 any questions Mr. Howser or Mr. Fair might have.

23 OFFICER CREECH - CROSS-EXAMINATION

24 BY MR. HOWSER:

25 Q Deputy Creech, as I understand your testimony, you were

1 there on two occasions, December 15, 2010 and December 16,
2 2010?

3 A That's correct.

4 Q Is it not correct that on those two visits Ms. Couram
5 had no complaints about Cox and Dinkins or Don Rawls?

6 A That is correct.

7 Q Thank you, sir.

8 MS. COURAM: Redirect?

9 THE COURT: Yes, ma'am. Responsive to the cross-
10 examination.

11 Ms. Couram: To the cross-examination or to what I asked
12 him?

13 THE COURT: Ma'am?

14 MS. COURAM: To the cross-examination or what I asked
15 the witness?

16 THE COURT: You have to make your questions responsive
17 to matters brought up by counsel in their cross-examination.

18 MS. COURAM: Okay.

19 OFFICER CREECH - REDIRECT EXAMINATION

20 BY MS. COURAM:

21 Q You said you were out on the property on the 14th and
22 the 15th?

23 A 15th and 16th.

24 Q 15th and 16th. The 15th, did you -- did you bring
25 someone with you?

1 A I think I may have had a reserve or a constable with me
2 that day, but I couldn't tell you for sure.

3 Q Okay. And this was daylight; right?

4 A Yes, it was.

5 Q So that was not the day that the hose was placed. The
6 hose was placed on the 16th, on the next day when I called?

7 A No, because I didn't write a report on the 16th.

8 Q I know. Do you recall the fact that on the 16th, you,
9 Mr. Hooker, Mr. Reibold and another individual stood out on
10 my yard, in that area that is in dispute today, talking for
11 about 40 minutes when I went out and asked you -- you were
12 -- I went out and asked you to write another report. What
13 did you tell me?

14 A I can't tell you with any certainty. You can probably
15 remember that day better than I can.

16 Q You said we were probably going to have to go to court
17 from the previous day?

18 A That probably sounds like something I would say.

19 Q So the hose incident did not take place on the 14th, on
20 the 15th. It took place on --

21 A On the 15th.

22 Q -- on the 16th?

23 A No. My incident report which you have shown me, that I
24 read for the court states that I went out there on the 15th
25 of December, 2010, and I went out and observed the plastic

1 attached to the rebar.

2 Q On the 15th, you brought the individual with you; is
3 that correct?

4 A Yes, but I fail to see how that's relevant.

5 Q I'm establishing the time line. On the 15th you
6 brought the individual with you and he was there and he
7 explained who he was. That day was not the day, because
8 that did not take place until the following day that the
9 hose was placed on my property. I have -- the photograph
10 that I took will show the day the photograph was taken.

11 A If the hose was placed on the 16th, then I was pretty
12 cognitive in my document that it occurred on the 15th,
13 before it actually took place. I do not believe that was the
14 case. I put in my report that I responded on the 15th and I
15 saw -- that's when it happened.

16 Q But that day, did you have that individual with you on
17 the 16?

18 A I couldn't tell you if that was the 15th or the 16th.

19 MR. HOWSER: Your Honor, I hate to object. This is, at
20 least to my defendants, this is not responsive to cross-
21 examination.

22 THE COURT: I sustain that objection.

23 MS. COURAM: That's all I have.

24 THE COURT: May this officer be excused?

25 MR. FAIR: Your Honor --

1 THE COURT: Oh, excuse me, Mr. Fair.

2 MR. FAIR: Please the Court, Your Honor.

3 OFFICER CREECH - CROSS-EXAMINATION

4 BY MR. FAIR:

5 Q Officer Creech, on those two days did Ms. Couram have
6 any complaints about Steve Fair or Fair Builders.

7 A Not that I can recall.

8 Q Thank you.

9 THE COURT: May this officer be excused?

10 MS. COURAM: Yes.

11 THE COURT: Any objection?

12 MR. BROWN: Thank Your Honor. No objection.

13 MR. HOWSER: Yes.

14 THE COURT: You may be excused.

15 MS. COURAM: I have a police report that I would like to
16 enter in the record.

17 ~~X~~ THE COURT: Just one second. You're going to have to
18 produce evidence the proper way like anybody else. You'll
19 have no favoritism or less favoritism in this courtroom. If
20 you have the proper foundation you may do so. The question
21 before us now is whether this officer is excused or not
22 excused.

23 MS. COURAM: I said yes.

24 THE COURT: Okay. Then I'm going to ask you to call
25 your next witness, please.

1 MS. COURAM: Mr. Drafts.

2 THE CLERK: Please place your left hand on the Bible and
3 raise your right.

4 (WHEREUPON, James Drafts was sworn
5 to tell the truth.)

6 THE CLERK: If you'll have a seat and state your name
7 for the record, please?

8 MR. DRAFTS: My name is James Drafts.

9 JAMES DRAFTS - DIRECT EXAMINATION

10 BY MS. COURAM:

11 Q Mr. Drafts, you are the person who did the survey on my
12 property in 1994; is that correct?

13 A That's correct.

14 Q And when you did that survey, you based it on the plats
15 of 1981 of Wrenwood Subdivision, Phase IV?

16 A I based it on the subdivision plat of record, which I
17 believe is probably noted on my plat.

18 Q Okay. Now, the only question I want to ask you is
19 whether or not there's a rebar located on the front,
20 frontage area of my property in your plat -- on this plat,
21 rotated three and four is the plat under 247, and it's the
22 final plat of Phase IV of Wrenwood Subdivision?

23 A This plat was -- pre-dates me being on the site and I
24 can't say exactly what type of iron was in the ground until
25 I came there on the date of my plat.

1 Q Well, I'm asking you, sir, if there's a plat (sic)
2 located in this area on this plat of Wrenwood Subdivision?

3 A That whole document is a plat.

4 Q But where is the rebar located?

5 A I can't say about this plat. I can't say what that
6 point is until such date of my survey.

7 Q Mr. Drafts, did you speak to the defendants after you
8 spoke with me?

9 A I haven't spoke to the defendants.

10 Q Why are you changing your story?

11 A I'm not changing my story.

12 MR. HOWSER: Objection, Your Honor.

13 THE COURT: I sustain the objection.

14 BY MS. COURAM:

15 Q So you're telling me that now you don't see a rebar --
16 you can't say whether the rebar is there or not?

17 A I can say there was a rebar there in 1994, as my plat
18 indicates.

19 Q Where does it say -- where does your plat indicate
20 that?

21 A Several places it indicates rebars.

22 Q We're speaking about this section right here, sir?

23 A Right there.

24 Q We're speaking about this section here?

25 A I don't see any rebar except at the corner of the lot,

1 one in the back, one here, one here and one here.

2 Q But the rebar we're talking about is the one that's
3 here, that's marked as "old" on defendant's -- that's marked
4 as "old" on the defendant's survey. Right here.

5 (Indicating.) This is the one we're speaking about.

6 Is there a rebar --

7 A Could I see the one that has the cross dimension,
8 please?

9 (Pause.)

10 Q I'm not sure what cross dimension you're talking about?
11 Are you talking about --

12 A Go back to -- this is a portion of the plat that I
13 reviewed before, and it has a dimension to a rebar on the
14 other side of your lot.

15 Q We're not talking about that side, sir. We're talking,
16 as we discussed in the room back here, we're talking about
17 this section of my property, right here, the left-hand side
18 going 119 down. I am not speaking about the frontage area.

19 A There's a half-inch rebar indicated on both plats.

20 Q Do your plat that you did for me, that I paid for,
21 indicate that there's an old rebar there?

22 A It does. My plat does. Yes, ma'am.

23 Q Where?

24 A Right there. (Indicating.)

25 Q No, sir. That is not --

1 MR. HOWSER: Objection.

2 THE COURT: Sustained.

3 BY MS. COURAM:

4 Q Sir, is there a rebar -- there's a rebar here.

5 (Indicating.) That's the one you're speaking of, right?

6 A It's indicated on a rebar on that plat.

7 Q And that's the one you're pointing to right here?

8 A That's indicated as a rebar on this plat.

9 THE COURT: Let's make sure the record is clear. Let's
10 identify the plats you're asking about so that we can go
11 ahead --

12 MS. COURAM: This is plat A and B done by Cox and
13 Dinkins. And this plat right here is the one done by --

14 THE COURT: Mr. Drafts?

15 MS. COURAM: Mr. Drafts for me in 1994.

16 THE COURT: Okay. Just make sure you identify the plats
17 so when later the record is looked at it's not questioned.

18 MS. COURAM: I'll do my best, sir.

19 THE COURT: Yes, ma'am.

20 BY MS. COURAM:

21 Q As I stated before, is there a rebar marked on the
22 frontage end of my property marked as "old" on the plat that
23 you did for my property in 1994?

24 A There is.

25 Q Where?

1 A Right at the corner of your lot as indicated --

2 Q Sir, we're speaking of right here. (Indicating.)

3 A You asked me about my plat.

4 Q Sir, are you trying to tell me there's no rebar here?

5 A There's a rebar indicated --

6 Q On the corner. This is the corner.

7 A That is correct.

8 Q I am not speaking about the corner, sir. The corner is
9 here. I'm not talking about the corner. I'm talking about
10 15 feet inside my property. Is there an O marked 15 feet
11 inside my property?

12 A There was not in 1994.

13 Q So there was no rebar there in 1994, when you did this
14 plat for me for my property?

15 A There was on the corner --

16 Q 15 feet inside my property.

17 MR. HOWSER: Your Honor, I object.

18 THE COURT: Just one second. Let me -- you ask the
19 question. You must allow the witness to answer the
20 question. If he wants to explain it you can explain it
21 after you answer the question, as long as it is responsive
22 to the question asked. You cannot interrupt him in the
23 middle of the answer, okay.

24 MS. COURAM: Okay.

25 THE COURT: Ask your question again and give him an

1 opportunity respond.

2 I sustain the objections.

3 MS. COURAM: I want to get his admissions.

4 BY MS. COURAM:

5 Q In your admissions you said, question eight that you
6 only planted one rebar on this property. Where was that?

7 A At the corner of -- at that time, what was the corner
8 of the Carolina Water Service well lot.

9 Q Where is that located?

10 A Right there. (Indicating.)

11 Q Where -- for the jury, where is it located, the front
12 or the back of the property?

13 A The back of the property.

14 Q And you said on 21 that the only rebar Drafts had
15 knowledge of was the rebars found in the lot corners, which
16 is the ones you're pointing to?

17 A That's correct.

18 Q On the corners?

19 A That's correct.

20 Q We're talking about the corners?

21 A The corners of the property. Yes, ma'am.

22 Q My question again, is it -- is there a rebar noted 15
23 feet inside my property line on the plat that you did in
24 1994?

25 ~~A~~ No, ma'am.

1 Q Thank you. Is there a rebar on the plat of Phase IV,
2 Wrenwood Subdivision done in 1991 on 15 feet inside the
3 property line in my property?

4 A There's none indicated.

5 Q Thank you.

6 MS. COURAM: That's all.

7 THE COURT: Cross examination?

8 MR. HOWSER: May it please the Court.

9 THE COURT: Yes, sir.

10 JAMES DRAFTS - CROSS-EXAMINATION

11 BY MR. HOWSER:

12 Q Mr. Drafts, let me show you what I believe may be
13 previously be marked --

14 (Pause.)

15 Q Is this the plat which you prepared?

16 A It is.

17 MR. HOWSER: We would offer this, Your Honor, as
18 defendant, Cox and Dinkins and Rawls Exhibit No. 1.

19 THE COURT: Any objections?

20 MS. COURAM: No objections, and I believe I should also
21 do the same with the blown-up version of that plat?

22 THE COURT: Any objections?

23 MR. BROWN: Without objection to Mr. Drafts plat.

24 THE COURT: Any objection to the plat that she referred
25 to coming into evidence?

1 MR. HOWSER: No, Your Honor.

2 MR. BROWN: No, Your Honor.

3 MR. FAIR: No, Your Honor.

4 THE COURT: All right.

5 That of Mr. Drafts and the plat of Mr. Howser without
6 objection.

7 COURT REPORTER: That would be Plaintiff's No. 3.

8 (Plaintiff's Exhibit No. 3, plat,
9 was marked and entered.)

10 (Defendant's No. 1, (H) plat was
11 marked and entered.)

12 COURT REPORTER: Judge, that's Defendant's No. 1.

13 THE COURT: All right. Thank you.

14 BY MR. HOWSER:

15 Q Mr. Drafts, could I ask you to step down so you could
16 --

17 (Mr. Drafts steps down.)

18 Q Mr. Drafts, would you tell the jury what is shown on
19 Defendant's Exhibit No. 1, Cox and Dinkins and Rawls?

20 A Well, this is my plat. It was done in 1994 by me.
21 It's a plat of the lot showing Lot 31, Wrenwood Subdivision.
22 It's identified as an iron IPF on here and it's a No. 4
23 rebar, which is a half-inch rebar. And that seems to be,
24 from what I gather, the rebar in question. It runs to the
25 back to another found rebar. Then the rebar that I set,

1 which I was questioned about earlier and so forth. Rebar on
2 the corners all around. The location -- the joiners is
3 marked as Carolina Water Service. See the arrow going over
4 here. You have a 15 access water line easement going back
5 there, and plus some general utility easements and a storm
6 drain up front. Location of the residence, dimensions of
7 the resident to the property line and so forth.

8 Q All right. I'm going to ask you, maybe, to step down so
9 that these other ladies and gentlemen of the jury can see
10 what we were talking about.

11 MR. HOWSER: If that's all right, Your Honor?

12 THE COURT: Yes, sir.

13 You may go up there and watch.

14 MS. COURAM: I'm going to do a redirect.

15 A That's the rebar that's under discussion, I think. The
16 rebar is marked around. This, at the time belonged to
17 Carolina Water Service. That little place right there.
18 There was a 15 foot water line going back to it. Storm
19 drain easement on the front. Water valve out front. Some
20 general utility easements. There's a location -- there's a
21 location where the house is supposed to be with dimensions
22 where the house sits on the property.

23 BY MR. HOWSER:

24 Q All right. This plat, which you've referred to as
25 defendant Cox and Dinkins No. 1, show the frontage of the

1 lot on McCaw Lane?

2 A It does.

3 Q How much is the frontage on McCaw Lane?

4 A 69.87 feet.

5 Q You can return to the stand, if you would.

6 (Mr. Drafts returns to the witness stand.)

7 Q ~~X~~ Now, you indicated that you did not see any rebar
8 inside the corner pin that you identified as iron pin found?

9 A That's right.

10 Q Have you -- are you familiar with the survey and plat
11 prepared by Cox and Dinkins?

12 A I've seen it.

13 Q All right.

14 MR. HOWSER: Let me offer this as Exhibit No. 2.

15 THE COURT: Any objection from the plaintiff?

16 MS. COURAM: No, sir.

17 MR. BROWN: No objection.

18 MR. FAIR: No, objection.

19 THE COURT: Admitted without objection.

20 (Defendant's Exhibit No. 2. (H),
21 plat, was marked and entered.)

22 BY MR. HOWSER:

23 Q Now, would you step down again?

24 (Mr. Drafts steps down from witness stand.)

25 Q This is the plat that's been referred to by Cox and

1 Dinkins?

2 A That's correct.

3 Q All right. And would you tell the jury what is located
4 where I have pointed, which is at the corner of the property
5 referred to now or formerly of Couram and Parcel A?

6 A It's indicated as a half-inch rebar and the "O" in
7 parentheses means old.

8 Q Okay. And it indicates, does it not, on here that
9 there is other rebar marking the corner of that property?

10 A It says it's 69.86 feet to a half-inch rebar, old.

11 Q Is there any rebar shown between the rebar designated
12 one half-inch rebar at the corner of lot A and Ms. Couram's
13 property as it fronts on McCaw Lane?

14 A No, sir, not on this plat.

15 Q So there's nothing on this plat of Cox and Dinkins that
16 would indicate another piece of rebar 15 feet inside the
17 rebar shown here?

18 A No, sir, not on that plat.

19 Q Are you aware of any other plat that Cox and Dinkins
20 prepared?

21 A No, sir.

22 Q Now, if you wouldn't mind. Have you compared the plat
23 that you prepared, the subdivision plat, referred to, and
24 the plat of Cox and Dinkins that's been marked as Exhibit
25 No. 2?

1 A Yes, sir.

2 Q How -- would you tell the jury how those various plats
3 compare?

4 A Within less than a 10th of a foot all the way around. I
5 mean, a half-inch at the most -- I mean at the worst
6 dimension.

7 Q And so in the field of surveying is that within an
8 acceptable limit?

9 A It is for a Class B survey. Yes, sir.

10 Q From what you observed, is there anything that you take
11 issue with on the Cox and Dinkins plat?

12 A No, sir, but it's post my plat. I mean my plat pre-
13 dates it. I wouldn't have had any reason to go behind and
14 look at it other than look at it on the paper.

15 Q All right. And looking at it on paper is it consistent
16 with your plat?

17 A Yes, sir.

18 Q And is it consistent with there being no rebar inside
19 the 15 foot -- located 15 feet inside that corner rebar?

20 A There was no rebar there at the time of my survey and
21 there's none indicated on the Cox and Dinkins plat.

22 Q Just for -- are you familiar with the regulations
23 involving land surveying?

24 A Yes, sir.

25 Q And in those regulations are there certain

1 abbreviations that are permitted?

2 A Yes, sir.

3 Q Would you tell me, in looking at this, what
4 abbreviation 42 under 49-430 of the regulations provides?
5 Number 42.

6 A Number 42. Iron pipe found is indicated as an
7 abbreviation acceptable as IPF.

8 Q All right. And is there an abbreviation authorized for
9 "old" as found in Number 62?

10 A That's correct. Old, O or O in parentheses.

11 Q In preparing a plat for like a subdivision, are there
12 certain regulations regarding what has to be shown on the
13 plat?

14 A Yes, sir.

15 Q What has to be shown; give us some examples?

16 A All of the dimensions of each lot and the lot numbers
17 and so forth and the adjoiners and the road names and road
18 right-of-ways, at a minimum. The developer may elect to
19 add additional set-back lines, general utility easement
20 lines or, you know, any existing easements might be shown on
21 that plat.

22 MS. COURAM: All right.

23 Q Thank you, sir.

24 A Yes, sir.

25 MS. COURAM: I want to object.

1 THE COURT: What is your objection?

2 MS. COURAM: The fact that Mr. Draft contradicted his
3 own testimony.

4 THE COURT: Overruled.

5 Cross-examination.

6 JAMES DRAFTS - CROSS-EXAMINATION

7 BY MR. BROWN:

8 Q Mr. Drafts, do the -- pardon me -- do the
9 abbreviations, IPF and then parens O, are they describing
10 the same thing, basically?

11 A Yes, sir.

12 Q Thank you.

13 MS. COURAM: Redirect?

14 THE COURT: Yes, ma'am. Just one second.

15 Are you finished?

16 MR. BROWN: I'm done, Your Honor.

17 THE COURT: Mr. Fair, do you have any questions?

18 MR. FAIR: No, Your Honor.

19 THE COURT: Okay.

20 JAMES DRAFTS - REDIRECT EXAMINATION

21 BY MS. COURAM:

22 Q Could you step down, please?

23 (Mr. Drafts steps down from witness stand.)

24 Q You just testified that you saw no rebar inside of the
25 plat of Cox and Dinkins; is that correct?

1 A No rebar other than the one on this side of the lot.

2 Q What is this right here?

3 A That's a dimension to this rebar over here. It's --
4 it's a bearing and a distance to a rebar.

5 Q So it doesn't say half-inch rebar here?

6 A It says half-inch rebar. ✓

7 Q Would that make it a rebar? ✓

8 A Yes, it would make -- it's a dimension to that rebar,
9 to that rebar found somewhere --

10 Q So --

11 A -- at that distance away.

12 Q So there's a rebar inside this property at 15 feet?

13 A No, ma'am.

14 Q A half-inch rebar?

15 A No. That does not indicate that.

16 Q There is not ~~/~~ rebar there and that's what you're saying,
17 right?

18 A That does not indicate that there's one 15 feet inside.

19 Q Okay. Comparing this plat to this one --

20 A Yes, ma'am.

21 Q -- is there one located 15 feet inside this plat?

22 A No, ma'am.

23 Q And this is your plat that you made for me; is that
24 correct?

25 A That is correct. No, ma'am, it's not.

1 Q This is not a plat you did for me?

2 A No, ma'am, it's not.

3 Q Why is that?

4 A Because this is a plat I did for the builder in March
5 of 1993 as a foundation survey under construction.

6 Q You're saying that this is not the plat that the
7 company gave to me after I purchased this house; is that
8 what you're telling me?

9 A The plat, the other plat that you showed me has your
10 name on it and a different date.

11 Q What is the plat they showed you?

12 A It was an exhibit that they just put in front of me.

13 Q I have this little one. And you're telling me that
14 these are not the same?

15 A Not exactly, no. This plat was prepared for Steve
16 Hendrix Builders on March 23, 1993 and this plat was
17 prepared for you on February 24, 1994.

18 Q All right. Let's use this plat. Is there a rebar
19 located 15 feet inside this plat that's similar to the one
20 you did for Hendrix Builders?

21 A ~~X~~ No, ma'am.

22 Q And there's nothing there, right?

23 A No, ma'am.

24 Q Is there on there?

25 A No, ma'am.

1 Q What's the O stand for?

2 A Old.

3 Q And what does the old one indicate?

4 A A half-inch rebar.

5 Q Now, on this one, this is the plat that was done for --
6 on Phase IV for Wrenwood Subdivision?

7 A That's correct.

8 Q Is there a rebar -- this is my property here. Is there
9 a rebar, an old rebar, half-inch rebar, 15 feet inside this
10 property?

11 A None is indicated on that plat.*

12 Q So the only time a rebar, an old rebar shows up is in
13 2004 when this plat was done by Cox and Dinkins, because
14 there's none on it -- the one that you said is mine, there's
15 nothing on this one that I was given as being part of my --
16 and there's nothing on this one. The only place that rebar,
17 half-inch old rebar shows up is on this one?

18 A That's correct.

19 Q Now, the property at issue here is 15 running from here
20 to here. (Indicating.) Is not the frontage -- I'm sorry --
21 would you read what you wrote here on my deed?

22 A I didn't write that.

23 Q The lawyer did. Would you read what the lawyer wrote,
24 here?

25 A All right. Turning and running south 6 17 47 west

1 along property now belonging to Carolina Water Service for
2 35 feet, then turning and running for 81 degrees, 42
3 minutes, 01 seconds west along property of Wrenwood
4 Association for a distance of 119.86 feet, then turning and
5 running north six degrees, 23 minutes, 52 seconds east along
6 McCaw Lane along which it fronts for a distance of 69.87
7 feet.

8 Q Now, this property right here was known as the park
9 that given to the subdivision?

10 A It was the Wrenwood Associations's property.

11 Q Right. So the subject of this lawsuit wouldn't have
12 anything to do with what's going on down this way. It would
13 what's going on down this way; would you agree?

14 A I'm just the witness, ma'am.

15 Q Well, I'm asking the question?

16 A I haven't seen the lawsuit. I wasn't served with it.
17 I don't know what it says.

18 Q Well, this is the Wrenwood Subdivision right here. I
19 mean, if this was Wrenwood Park right here, correct?

20 A That's what --

21 Q Correct. This was the park. Now, if we're talking
22 about the property running this way, we're talking about
23 property that's on McCaw Lane?

24 A That's correct.

25 Q But we're actually talking about property that crossing

1 this subdivision and here, which is 15 feet that is at issue
2 in this trial.

3 A The 15 feet is a Carolina Water Service easement
4 running -- that block -- at that time the Carolina Water
5 Service had a well site back there.

6 Q Right?

7 A A 15 foot easement ran parallel to this line over here.

8 Q Right. 15 feet?

9 A That's right.

10 Q And that's where that rebar is, right?

11 A That rebar --

12 Q That old rebar.

13 A -- that --

14 MR. HOWSER: She's trying to cut him off.

15 THE COURT: Let him finish his question and answer.

16 A That old rebar reference right there located at the
17 corner of Lot 8 and your lot and the rebar reference right
18 there, the one-half inch rebar "old" is 69.86 feet down the
19 right-of-way on McCaw Lane.

20 BY MS. COURAM:

21 Q The rebar is located right here?

22 A No, ma'am.

23 Q Well, we're looking at it?

24 A If this were to scale that rebar -- if that rebar was
25 drawn out to scale that rebar would be up here somewhere.

1 Q Why would --

2 A ~~X~~ It would be 69.86 feet up here. (Indicating.)

3 Q Sir, the property we're discussing is not the property
4 on the front of my property. If that was the case then I
5 would be suing the mailman. This property right here, the
6 mailman and the water people come and check the water and
7 charge me for it. The property that is question here is the
8 property that is running from here back to where Carolina
9 Water Service is.

10 A That's one edge of it. That heavy line is one edge of
11 the property.

12 Q That's the boundary line?

13 A That's right, and that's that line. (Indicating.)

14 Q But we're talking about this property that's running
15 from here to down here?

16 A ~~X~~ Okay. The 15 foot water easement runs parallel to that
17 line 15 feet over near your line. That's correct.

18 MS. COURAM: Did y'all want to look at this?

19 THE COURT: Just one second. You may not address the
20 jury.

21 MS. COURAM: Oh, I'm sorry.

22 THE COURT: You may not.

23 MS. COURAM: I'll approach. I'll --

24 THE COURT: Are you asking to let the jury see it?

25 MS. COURAM: Yes.

1 THE COURT: Okay. You may publish it to the jury.

2 (Documents passed to the jury.)

3 BY MS. COURAM:

4 Q Same questions for this one. There's no rebar located
5 15 feet onto this plat; is that correct?

6 A It's not indicated on that plat.

7 Q There's no rebar located on this plat, the Wrenwood
8 Subdivision Phase IV; is that correct? 15 feet?

9 A Not indicate on that.

10 Q But this rebar shows up, the rebar shows up in 2004 on
11 the plat done by Cox and Dinkins; is that correct?

12 A As dimensions 69.8 --

13 Q Is that correct?

14 THE COURT: Just a second. Let him answer.

15 A Yes, that's correct.

16 BY MS. COURAM:

17 Q All right. Now, the property at issue here, this
18 property running down here that's on the front side of the
19 property; is that correct?

20 A It's on the front side of your property.

21 Q Right. Now, this property is usually reserved for
22 water company and the mail man and so forth and so on; is
23 that correct?

24 A Well, as indicated on here, there's a piece of curbing
25 --

1 Q Uh-huh. (Affirmative response.)

2 A -- and there's a right-of-way. And the center of the
3 road.

4 Q We're not talking about here. We're talking about
5 here. (Indicating.)

6 A That's your property.

7 Q We're talking about 15 feet running from here to down
8 here to the Carolina Water Service.

9 A That's an easement.

10 Q Well, --

11 A That's an easement for Carolina Water Service.

12 Q Right. And that is the subject of this lawsuit, not
13 the front part of this property, but the length running from
14 -- on my plat north 81 01 119. 86, which runs from down here
15 to down here. (Indicating.)

16 A (Nods affirmatively.)

17 Q Thank you.

18 THE COURT: Any re-cross.

19 MR. HOWSER: Yes, sir.

20 JAMES DRAFTS - RE-CROSS EXAMINATION

21 BY MR. HOWSER:

22 Q In looking at Defendant Exhibit No. 2, again, is there
23 any rebar shown on this plat inside 15 of the property line?

24 A No, sir.

25 Q And what this shows -- if we had a scale, we could

1 scale this could we not?

2 A That's correct. On the face of the map.

3 Q Could you come down --

4 MS. COURAM: I object, again, sir, to Mr. -- continuing
5 to contradict his testimony.

6 THE COURT: Overruled. You may step down.

7 (Mr. Drafts steps down from the witness stand.)

8 BY MR. HOWSER:

9 Q Would you take this scale and scale this for us?

10 A All right. This is one inch equals 20 feet. There is
11 a -- we want to go 69 feet, for all practical purposes,
12 that's 70. That would graphically be right at the end of
13 where that 20 ends right there.

14 Q And rather than doing that what is indicated on this
15 plat?

16 A A varying distance to a half-inch rebar.

17 Q Which would be at the end of the scale?

18 A That's right.

19 MS. COURAM: May I see that?

20 (Document passed to Ms. Couram.)

21 MR. BROWN: Re-cross, Your Honor.

22 THE COURT: Yes, sir.

23 MR. BROWN: Thank you.

24 JAMES DRAFTS - RE-CROSS EXAMINATION

25 BY MR. BROWN:

1 Q I'm not going to make you come down, Mr. Drafts.

2 This phrase that's here that Ms. Couram keeps remarking
3 to with a parens O after it is old. Now, the old meaning
4 which rebar?

5 A Both of them. That one -- that label obviously goes
6 with that rebar, and that label obviously goes to something
7 that's 69.86 feet away.

8 Q All right. You've heard, again, I'm not a surveyor by
9 any stretch of the imagination, but when you mention point
10 of reference in 0625276986 to one-half rebar O. Is is that
11 basically a key for you to figure out where the other rebar
12 is?

13 A The top number that you see?

14 Q Yes, sir.

15 A Is a bearing.

16 Q Yes, sir.

17 A The next number is a distance and then the next thing
18 is a description of what it's going to.

19 Q So it is like a key, a guide to the next rebar?

20 A Uh-huh. (Affirmative response.)

21 MR. BROWN: Thank you, Your Honor.

22 Thank you, Mr. Drafts. No further questions.

23 *THE COURT: May this witness be excused?

24 MS. COURAM: Yes, sir.

25 MR. BROWN: Without objection.

1 MS. COURAM: Can I keep the CD?

2 THE COURT: You can keep your CD. We have the case up
3 here. That way you can look at it tonight if you need it.

4 COURT REPORTER: Are you going to leave that right here?

5 MS. COURAM: Okay. I'll come and get it.

6 THE COURT: Anything from anyone else before we recess?

7 MR. HOWSER: Nothing from this defendant, these
8 defendants, Your Honor.

9 THE COURT: All right. Very good. We'll see y'all at
10 9:00 o'clock in the morning.

11 (Court reporter note: Plaintiff's Exhibit One, Two and Three
12 were marked and entered on this date. Defendant's Exhibit
13 One and Two were marked and entered on this date.)

14 (Court in recess for the day on July 8, 2013.)

15 (Court in session on July 9, 2013.)

16 THE COURT: Good morning. Please be seated.

17 MR. BROWN: Good morning.

18 MR. HOWSER: Good morning.

19 THE COURT: We just had a request from the jury that
20 when y'all are using those plats to examine and cross-
21 examine somebody they've having a difficult time seeing what
22 you're referring to. Maybe we can bring the easel around so
23 you can point to it and they can see it better.

24 MR. HOWSER: Sure.

25 THE COURT: Okay.

1 Now, Ms. Couram, I believe you were going to call
2 yourself, is that correct?

3 MS. COURAM: Yes, but I need to make another request?

4 THE COURT: You may. I don't know if I'll grant it.

5 MS. COURAM: I wanted to recall Mr. Creech and Officer
6 -- I mean, Officer Creech and Mr. Drafts to cross -- I have
7 some information I didn't have yesterday that Officer Creech
8 said that he could point out the location of the black hose
9 if I had a picture and I have that now. And there's some
10 discrepancies from Mr. Drafts testimony.

11 THE COURT: I think that one of the problems with that
12 is that Officer Creech has been released from service.
13 Besides I normally don't let you go back and have a second
14 bite of the apple, because you didn't think about it during
15 trial.

16 What information is -- these pictures that you have,
17 have you already provided that to counsel?

18 MS. COURAM: Yes, sir. It's a picture of my house.

19 He said in the testimony that if I had a picture of the
20 house, the location, he could pinpoint where the black hose
21 was. I located a picture on Google and I wanted him to look
22 at that and do that pinpoint, but I suppose I can go with --

23 THE COURT: Is that something you -- obviously, did you
24 find that on Google last night?

25 MS. COURAM: Yes.

1 THE COURT: So you haven't provided that to counsel at
2 this point?

3 MS. COURAM: They just looked at it.

4 THE COURT: They just looked at it.

5 What's the position from defense as to whether or not
6 we will call any of these witnesses?

7 MR. HOWSER: Your Honor, I think it's a second bite at
8 the apple and, you know, we've looked at the picture. I
9 told her I have no objection to the picture. I think she
10 can testify to it. I just think it would be a delay in the
11 trial of the case and I would object to it, to recall him.

12 THE COURT: Mr. Brown?

13 MR. BROWN: I can't disagree with what Mr. Howser says,
14 Your Honor.

15 THE COURT: Mr. Fair, I assume you have the same
16 position?

17 MR. FAIR: Yes, sir.

18 THE COURT: I'll tell you what I'm going to do. I'm
19 going to consider that. I may let you call them in reply,
20 but they've been released and normally once they're released
21 I'm not going to let you bring them back up here and have a
22 second bite at the apple, so to speak, because you thought
23 of something that you didn't ask.

24 I can't think of any time that I tried a case that I
25 didn't think of a question I should have asked after it was

1 over with. I think that goes with everybody.

2 MS. COURAM: Well, it's not that. But I did ask the
3 question yesterday. I just didn't have the information
4 available for him to look at.

5 What Mr. Drafts, I did -- well, that's all right. I
6 can do that myself.

7 THE COURT: Well, don't give up so easy. I'm just
8 trying -- I'm not trying to hamstring you from trying your
9 case, but at the same time, you know, like I've said to you
10 throughout, the rules apply equally across the board for
11 everybody.

12 MS. COURAM: I understand it's at the discretion of the
13 Court.

14 THE COURT: Right. I may let you do that on reply. The
15 question is have you subpoenaed him or tried to?

16 MS. COURAM: Again? No, I did not.

17 THE COURT: Well, when he was released --

18 MS. COURAM: I didn't know I --

19 THE COURT: -- from that subpoena yesterday. That's why
20 I was asking you if he could be release and asked counsel
21 and everybody agreed he could be released.

22 MS. COURAM: I didn't hear you ask me that, but --

23 THE COURT: I did ask you that.

24 MS. COURAM: Okay.

25 THE COURT: That is my standard practice.

1 MS. COURAM: Okay. I didn't hear it. I apologize.

2 THE COURT: Yes, you did, because you verbally responded
3 yes it was okay for him to be released. So --

4 MS. COURAM: Then I must have mis-understood. I thought
5 you meant released from the witness stand. I apologize.

6 THE COURT: That's okay.

7 Let me say this for just a reminder. This is probably
8 more to you, Mr. Couram, than to the attorneys who are in
9 the courtroom more often. The procedure we're going to use
10 when you testify is that I'm going to let you -- instead of
11 asking yourself a question and answering it, it's too
12 cumbersome. I'm going to let you testify in narrative form.
13 In other words, you can just tell the story.

14 If the attorneys object to any of your testimony you
15 need to stop. We will handle the objection likely outside
16 of the presence of the jury. Okay. Then after you complete
17 your testimony you will be subject to cross-examination by
18 the attorneys and Mr. Fair, if he so chooses.

19 MS. COURAM: Okay.

20 THE COURT: Any questions or objections to that
21 procedure by anyone?

22 MR. BROWN: No objection.

23 MR. HOWSER: No objection by Cox and Dinkins and Rawls.

24 THE COURT: Okay.

25 MS. COURAM: One more issue. This report by Mr. Creech

1 was not submitted as an exhibit. I'd like to have it done.
2 He read it on the stand.

3 THE COURT: Well, first of all, is that an incident
4 report that you said something about yesterday?

5 MS. COURAM: This is the report that Officer Creech
6 made, yes.

7 THE COURT: You can't put it in through your own self
8 unless you can give me a basis for it under the Rules of
9 Evidence.

10 MS. COURAM: Well, this is the report that he -- I asked
11 him to read out loud to the jury.

12 THE COURT: The one that you read out loud, I thought,
13 was in. You had another one from 5/16 that was not admitted
14 into evidence?

15 MS. COURAM: Well, I haven't asked -- you told me not to
16 ask about that at that time. This is the one from yesterday
17 with Officer Creech. The other reports are from an Officer
18 Barber and an Officer Hagler (sp) and another Officer
19 Radford.

20 THE COURT: So that's the one that he read into
21 evidence?

22 MS. COURAM: Yes, it is.

23 THE COURT: What is the position from defense counsel as
24 to whether or not it's admissible?

25 MR. HOWSER: Your Honor, my position is that's hearsay.

1 THE COURT: Well, it's already in the record because he
2 read it.

3 MR. HOWSER: Right. But the whole report is not. Just
4 a portion of it was read and we had no objection to that.
5 You know, I haven't seen the report and basically it would
6 be hearsay and it would be like an accident report from --

7 THE COURT: I thought there was a statute?

8 MR. HOWSER: -- an automobile accident that would not
9 be admissible.

10 THE COURT: Isn't there a statute that says that these
11 incident reports are not admissible?

12 MR. HOWSER: There is, for example, with regards to an
13 automobile accident I do not know about this particular
14 report, but I would assume the same statute would apply.

15 * MS. COURAM: My understanding was if the officers were
16 here and they memorialized or they read the report or gave
17 testimony to the report then it's admissible in court. And
18 he read the entire report.

19 THE COURT: Do you have the authority for that
20 proposition?

21 MS. COURAM: I would have to look it up. I just read
22 it. I didn't realize that that would be an issue of getting
23 it in as an exhibit.

24 THE COURT: Well, I'll -- let me look it up. My
25 understanding is -- I know accident reports are not

1 admissible. Now, incident reports I can't tell you off the
2 top of my head, my statute. Okay. So let me look it up.

3 The one concern I would have and I'll point out to
4 defense counsel, there was no objection raised when he read
5 that report into the record. So I'm -- I don't know if it's
6 admissible.

7 MR. HOWSER: What he did was read a portion of the
8 report in.

9 MS. COURAM: He read the entire report. I'm sorry.

10 THE COURT: You can't argue with him. You have to argue
11 with me.

12 MS. COURAM: He read the entire report. I'm sorry.

13 THE COURT: Well, would you pass that forward and let me
14 look at it, please.

15 (Pause.)

16 THE COURT: I'm referring to 56 5 1290 and it refers to
17 some other -- we'll have to look them up to see. It does
18 appear he read the entire report into evidence as stated by
19 Ms. Couram.

20 MR. HOWSER: Your Honor, I had not seen the report. Mr.
21 Brown has been kind enough to give me a copy. I have no
22 objection.

23 THE COURT: Okay.

24 MR. BROWN: I was going to say, Your Honor, to expedite
25 this matter I have no objection.

1 THE COURT: Mr. Fair?

2 MR. FAIR: Me either, Your Honor.

3 THE COURT: Then it will be admitted without objection.

4 COURT REPORTER: That will be Plaintiff's No. 4.

5 (Plaintiff's Exhibit No. 4, report,
6 was marked and entered.)

7 THE COURT: All right. Is plaintiff ready to proceed at
8 this time?

9 MS. COURAM: Yes.

10 THE COURT: Defendants ready to proceed?

11 MR. HOWSER: Ready, Your Honor.

12 MR. FAIR: Ready.

13 MR. BROWN: Ready, Your Honor.

14 THE COURT: Would you bring the jury in, please.
15 (Jury in at 9:11 a.m.)

16 THE COURT: Good morning, ladies and gentlemen of the
17 jury. Thank you for being here on time.

18 I have gone over the jury's request, Madam Forelady,
19 with the parties and the attorneys and they will certainly
20 try to comply with that. If at any time the jury is having
21 difficulty hearing or seeing anything, if you'll just let us
22 know we'll stop and try to situate it such that you can,
23 okay?

24 MADAM FORELADY: Thank you, Your Honor.

25 THE COURT: Very good.

1 Is the plaintiff ready to proceed?

2 MS. COURAM: Yes.

3 THE COURT: Call your next witness, please, ma'am.

4 MS. COURAM: I call Glenda Rene Couram.

5 THE COURT: You call yourself as a witness?

6 MS. COURAM: Yes, sir.

7 THE COURT: Come around and be sworn, please.

8 THE CLERK: Please place your left hand on the Bible and
9 raise your right.

10 (WHEREUPON, Glenda Rene Couram was
11 sworn to tell the truth.)

12 THE CLERK: Have a seat and state your name for the
13 record.

14 GLENDA RENE COURAM - DIRECT TESTIMONY

15 MS. COURAM: The first thing I wanted to do was to
16 provide the jury with a copy of my property, as to -- a copy
17 of the property, a picture, so they can see --

18 THE COURT: Let me just stop you.

19 Ladies and gentlemen, since she is pro se, which means
20 she represents herself the procedure that we've agreed upon
21 is that she will give you a narrative. If there's an
22 objection well will stop and deal with that and then she
23 will be subject to cross-examination.

24 So that being said, you just need to address the jury,
25 please, ma'am.

1 MS. COURAM: Okay.

2 I'm going to provide you with a picture of my property
3 so that you can see what we're talking about, because it's a
4 lot easier for people like me and lay people to actually see
5 something rather than reading a plat.

6 It's okay?

7 (Laptop passed to the jury.)

8 If you want to pass it around. This is the property
9 right here, if you can see it. I'm trying to brighten the
10 picture.

11 (Pause.)

12 THE COURT: Just one second.

13 Madam Forelady, is there a problem?

14 MADAM FORELADY: No. No, Your Honor. She was saying how
15 Ms. Couram could brighten the picture.

16 THE COURT: Okay. I think that's what she was trying to
17 do.

18 (Pause.)

19 MS. COURAM: Okay. This is the part -- this is the
20 frontage area of the property where they were talking about
21 the 69 feet area that we're talking about. This is the area
22 of the property that is in question here. This is not the
23 frontage area, which is the area where the box is located.
24 You can see where my fire hydrant is and my Crape Myrtle
25 trees right here is where the black hose was placed and

1 where the rebar is located. And that's 15 feet inside the
2 property, where the fire hydrant is. That's where the
3 property line is supposed to be, but the issue that is
4 before us today is 15 feet -- about 20 feet beyond that fire
5 hydrant.

6 (Document is passed to the jury.)

7 MADAM FORELADY: Your Honor, is it okay if I want to ask
8 a clarification question?

9 THE COURT: If you would, if you want to ask a
10 clarification question, can you please write it down and
11 pass it to me.

12 Any objection to that procedure, Ms. Couram?

13 MS. COURAM: No.

14 THE COURT: The defense?

15 MR. HOWSER: No.

16 MR. BROWN: No, Your Honor.

17 THE COURT: Would y'all approach?

18 (Off the record bench conference with counsel and the
19 Court.)

20 THE COURT: Okay. Madam Forelady, I know this seems a
21 little bit awkward, but that's just the procedure we always
22 go through.

23 MADAM FORELADY: Yes, Your Honor.

24 THE COURT: We will let -- after conference with parties
25 and attorneys, we will let Ms. Couram point out which lot is

1 her's, okay.

2 MADAM FORELADY: Thank you, sir.

3 THE COURT: I'm going to make this a Court's Exhibit,
4 please.

5 (Court's Exhibit No. 1, jury note,
6 was marked.)

7 (Pause.)

8 MS. COURAM: Okay. The lot is this one. (Indicating.)

9 This is this one, past the fire hydrant. The lot past
10 the fire hydrant. The trees right here, that is a natural
11 fence that will be discussed throughout the process. Okay.

12 THE COURT: Did everybody see that?

13 MADAM FORELADY: I can't see what she was pointing to.

14 THE COURT: Would you move that down, Ms. Couram, so the
15 jurors down there can see that, please?

16 MS. COURAM: The lot in question, at issue, this is my
17 house right here. This is a natural fence we're talking
18 about. This is here is Mr. Reibold and Mr. Hooker. My
19 property is on McCaw Lane and passed that fire hydrant is
20 where my property is located. That's the issue -- beyond
21 that fire hydrant is at issue today.

22 The fire hydrant, my property is here. This is Mr.
23 Reibold and Mr. Hooker's property on Toucan Way. My
24 property is on McCaw Lane, and the issue is the 15 feet --
25 20 feet beyond that fire hydrant that was trespassed on.

1 Now, the frontage area that the defendants are talking
2 about is the front of the property where the mail box is
3 located.

4 (Pause.)

5 MS. COURAM: Now, I'm going to try and do this -- there
6 was a trespass by Cox and Dinkins in 2004. They also did a
7 survey --

8 MR. HOWSER: Objection, Your Honor. Calls for a legal
9 conclusion.

10 THE COURT: Sustained.

11 MS. COURAM: There is a response by the defendant that
12 Cox and Dinkins did a survey of my property in 1994. I
13 received that from the counsel and that same property was
14 revised in 2004, October 2004. My property or the property
15 -- 2004 was revised using Toucan Way, which was a park in
16 1994.

17 Regardless of what part of the property you're talking
18 about, the frontage area or the side area, which is the
19 subject of this legal action, both areas are part of my
20 property and it was trespassed on.

21 * MR. HOWSER: Objection, Your Honor.

22 THE COURT: Sustained.

23 * Ladies and gentlemen, the conclusion as to whether or
24 not a trespass occurred will be up to the jury to make the
25 findings of fact based on the evidence and testimony

1 presented in this courtroom and based on the charge on the
2 law that I give to you at the end of the case.

3 So the conclusion that it is a trespass, she's a
4 layperson and I understand that. So that conclusion will be
5 up to the jury to decide. *

6 MS. COURAM: Alleged?

7 THE COURT: Yes, ma'am. Go ahead.

8 Thank you.

9 MS. COURAM: Can I use alleged?

10 THE COURT: Ma'am?

11 MS. COURAM: Can I use alleged? Can I use the word
12 alleged, alleged trespass?

13 THE COURT: Yes, ma'am.

14 MS. COURAM: Where the alleged trespass took place.

15 In 2004, when this -- when all this started, as I was
16 saying to the jury, as I was saying before, this used to be
17 a park. The whole Toucan Way property used to be a park
18 that was given to the subdivision.

19 (Pause.)

20 MS. COURAM: This whole area right here, A, B, C and D,
21 used to be a park. When I purchased my property in 1994, I
22 was told that this area would never be developed. It was
23 one of the selling points.

24 This property right here belongs to a neighbor behind
25 me. That's Lot 46, and this is my lot, which is what I

1 showed you on my computer. My lot runs from here, where
2 this rebar here where Carolina Water Service is -- This used
3 to be Carolina Water Service, but then -- now we're in an
4 area where Lexington County provides water. So this was --
5 this is attached to my property, and at the time my property
6 was developed Cohn (sp) gave Carolina Water Service 15 feet
7 of my property, when it was my property, so they can go in
8 and out to service this -- this well, this well site, this
9 pump. So -- and then there was an additional five feet that
10 was easement for other utility companies.

11 So any time that Carolina Water Service needed to come
12 in here they can use 15 feet of my property to go in and do
13 whatever they need to do and then go back out again. And
14 the telephone companies or whatever can use the five feet of
15 easement to do whatever they needed to do, like any other
16 property. Everybody has to have at least five feet around
17 their property for utility companies.

18 This is where I'm standing. There's five feet right
19 here for utility companies, another five feet for utility
20 companies, and then there's a utility easement right here
21 that was not -- and then there's one right here. This is
22 standard for all properties.

23 This utility easement right here, the 15 feet, is the
24 part that was deeded to Carolina Water Service.

25 And I have that deed that I would like to submit as

1 evidence, if I could.

2 THE COURT: Did you give it to counsel to review?

3 (Documents passed to counsel.)

4 MS. COURAM: What happened was, Carolina Water Service
5 was, as I said, was given that deed in order to be able to
6 do -- to provide water to Wrenwood Subdivision until 1990 --
7 about 1992 when that -- when Lexington County Municipal
8 Water Service came and Carolina Water Service let the area,
9 which means they left a well site still here with a pump
10 there. It was torn down because a child came in and set the
11 house on fire. So they had to come in and they torn this
12 down. They cut down the pump that was there. So they no
13 longer needed this easement, which reverts back to the self-
14 serving home, which is me. It's called a dominant and self-
15 serving -- *DORM*

16 MR. HOWSER: Your Honor, object.

17 THE COURT: I sustain the objection. You cannot get into
18 legal conclusions. That is for me to do for the jury, okay.

19 MS. COURAM: Okay.

20 THE COURT: Yes, ma'am.

21 MS. COURAM: Anyway, when they no longer needed -- when
22 Lexington County came in Carolina Water Service moved out of
23 the area and this easement was no longer needed and -- but
24 it continues to run with my property. When they leave --
25 when they left it became part of my land, again.

1 THE COURT: Have you showed to counsel, please?

2 (Document passed to counsel.)

3 MS. COURAM: Am I allowed to --

4 THE COURT: Just one second.

5 Any objections?

6 MR. HOWSER: No objection.

7 MR. BROWN: No objections.

8 THE COURT: Admitted. What is that, a deed from

9 Carolina Water to the plaintiff?

10 MR. HOWSER: This is a deed from August Cohn to Carolina
11 Water Service, Inc.

12 THE COURT: Okay. It's for an easement.

13 (Plaintiff's Exhibit No. 5, deed,
14 was marked and entered.)

15 THE COURT: Just a second.

16 Ms. Couram wants to draw on an exhibit. I normally --
17 I think that's her exhibit. Is that not your exhibit?

18 MS. COURAM: Yes, sir.

19 THE COURT: Okay. I have no problem with her doing that
20 unless y'all raise an objection to it?

21 MR. BROWN: Your Honor, I have no objection.

22 MR. FAIR: No objection.

23 MR. HOWSER: I have no objection, per se, to her drawing
24 on the exhibit. I'll have to see what she draws.

25 MS. COURAM: I'm just going to highlight what I'm

1 talking about.

2 THE COURT: Yes, ma'am.

3 MS. COURAM: As I said, this 15 foot easement runs from
4 here, it runs from here to Carolina Water Service. This
5 five foot easement that also runs with my property from here
6 to the end of where this rebar is located.

7 Now, as we talked yesterday. There is no rebar here,
8 as Mr. Drafts told you. There is no rebar here.

9 MR. HOWSER: Objection, Your Honor. She's -- pointing
10 out something that doesn't exist on that plat and I object
11 to it. To her conclusion that there's a rebar there.

12 MS. COURAM: No, no, sir. I just --

13 THE COURT: No, no. Y'all have to direct it to me,
14 please.

15 I'm going to let her point it out and that will be
16 subject to cross-examination.

17 MS. COURAM: What I meant to say was there's no -- there
18 is no rebar here. There is no rebar as Mr. Drafts pointed
19 out 15 feet onto my property. The rebar does not show up
20 until 2004 --

21 MR. HOWSER: Objection, Your Honor. She's not qualified
22 to express that opinion.

23 THE COURT: Let's do something.

24 Madam Forelady, would you take the jury to the jury
25 room, please?

1 (Jury out at 9:33 a.m.)

2 THE COURT: Pass that plat forward, please, Ms. Couram.

3 MS. COURAM: Both of them?

4 THE COURT: No. That one, of the A, B, C and D, please.

5 (Document passed to the Court.)

6 THE COURT: For the record, I'm looking at Defendant's
7 Exhibit No. 2.

8 Now, I'm going to ask counsel to come up here and all
9 the parties.

10 (All parties come forward.)

11 THE COURT: Okay, is this the area that we're referring
12 to, right here?

13 MS. COURAM: Yes.

14 THE COURT: And you're saying now this is 15 feet on
15 your property?

16 MS. COURAM: Yes.

17 THE COURT: And --

18 MS. COURAM: And it was not before.

19 THE COURT: Well, wasn't the testimony yesterday from
20 the surveyor that shows that the actual distance to that pin
21 was 69.86 feet from this corner to the other corner?

22 MS. COURAM: He said that, but what he also said was
23 that was not there on his plat, 15 feet into my land at the
24 time he did his plat. *pin*

25 THE COURT: I'm going to sustain the objection. I don't

1 think you're qualified unless you can show me some cases of
2 your knowledge of that, some education or experience.

3 MS. COURAM: It's in the record.

4 THE COURT: Ma'am?

5 MS. COURAM: Mr. Drafts, himself, said so yesterday.
6 It's in the record.

7 THE COURT: Mr. Drafts -- we'll go back and look at it.
8 Mr. Drafts, as I understood his testimony yesterday was it
9 didn't show up on that first easement, but what he was
10 showing there was the frontage of your property that
11 consisted of 69.86 feet is what I understood his testimony.
12 But we'll take a break.

13 Would you find Mr. Drafts testimony, Madam Court
14 Reporter and let's review it's right quick.

15 COURT REPORTER: Can we go off the record. It's in
16 another file. I'll have to go back and pull it up.

17 THE COURT: I'm sorry you have to do that.

18 COURT REPORTER: That's fine. It's just not going to be
19 real quick because I have to pull up yesterday's file.

20 THE COURT: All right. We'll be in recess.

21 Does anybody have an objection. I hate to leave juries
22 back there just sitting around waiting. Just let them know
23 we're looking up something on the record and we'll get them
24 back as soon as we can.

25 Do you have an objection to that?

1 MS. COURAM: No.

2 MR. BROWN: No objection.

3 MR. HOWSER: No objection to that, Your Honor.

4 THE COURT: Okay.

5 Will you tell the jury we're looking up something in
6 the record and we'll get them back as soon as we can.

7 We'll be in recess.

8 Would you let me know, Madam Court Reporter?

9 COURT REPORTER: Yes, sir.

10 THE COURT: We'll be in recess.

11 (Court in recess for break for review of previous
12 testimony.)

13 (Court in session after break for review of pervious
14 testimony.)

15 THE COURT: Please be seated.

16 All right. My understanding is our court reporter has
17 gone back over the testimony of Mr. Drafts and that
18 everybody has been shown his testimony and while you may not
19 like it that he said there was not a 15 foot rebar -- there
20 is not a rebar placed 15 feet within plaintiff's property,
21 okay.

22 Do you disagree with that, Ms. Couram? Not that you
23 disagree with what he said but disagree with the fact that's
24 what he said.

25 MS. COURAM: I -- that's what I was saying, there was no

1 rebar within 15 feet on my property, but --

2 THE COURT: That's not what I'm asking you. I'm asking
3 you right now, I'm asking you right now as to what you were
4 shown by the court reporter.

5 MS. COURAM: I wasn't shown, but that's what ~~she~~ said.

6 THE COURT: Okay.

7 MS. COURAM: And that's what he said.

8 THE COURT: Okay. Madam Court Reporter did you show
9 that to the plaintiff and the parties?

10 COURT REPORTER: I showed it to -- well, I thought
11 everybody saw it. I said, it's here, it's right here and I
12 had my fingers around it.

13 MR. HOWSER: That is -- he said that there was no 15 --

14 THE COURT: There was no rebar 15 --

15 MR. HOWSER: -- on the Cox and Dinkins plat.

16 THE COURT: Right. Right.

17 MS. COURAM: That's not --

18 THE COURT: That being said, I am going to sustain the
19 objection.

20 MS. COURAM: I object.

21 THE COURT: No. Just one second, Ms. Couram, please.
22 You have to let me speak. I'll give you an opportunity to
23 argue.

24 However, you have not established at this point that
25 you have any particular expertise to be able to testify as

1 to what these plats show. Now, if you can show me your
2 testimony that you're acquired some skill, experience or
3 education that will give you some specialized knowledge that
4 will assist the trier of fact so you can become qualified as
5 an expert, I'll be glad to let you do so. But when you
6 start looking at plats and surveys and things of that
7 nature, these folks are licensed. It requires specialized
8 knowledge and requires expert testimony to go over and
9 explain certain aspects of those plats. So I'm not going to
10 let you give your own opinion as to that because you're not
11 qualified as of yet.

12 Go ahead, please.

13 MS. COURAM: I'm not giving my opinion. It's clear on
14 the plat itself, on my plat, itself, that there is no rebar
15 there and the only rebar that shows up is on the 2004 plat
16 of Cox and Dinkins.

17 It's quite clear, sir, it's right there.

18 MS. COURAM: That is exactly not what that shows.

19 THE COURT: I gave y'all -- the problem with what is
20 going on is our court reporter is having to go out of one --
21 what's the term used, Madam Court Reporter?

22 COURT REPORTER: Going from one file to another.
23 Closing one file and bring up another.

24 THE COURT: And she has to bring it back up. That takes
25 a while to do. If you were in here when she did that --

1 what the court reporter reports to me was that Mr. Drafts
2 said that there was no rebar shown on the Cox and Dinkins
3 plat --

4 MS. COURAM: That is not --

5 THE COURT: -- Ms. Couram, you may not argue with me
6 about that. Now, I'll be glad -- if you want to, I'm trying
7 to indulge you because you do not understand this, but I'm
8 only going to go so far in indulging you, okay.

9 Madam Court Reporter, I don't know don't want to do
10 this, show it to her, okay. And then after that I'm not
11 going to let you argue with me. I'm going to stay in here
12 while we do it, and let her show you exactly the testimony
13 he referred to. Then after that, we will move forward.

14 MS. COURAM: May we look at his entire testimony?

15 THE COURT: No, ma'am, you may not. It's over two hours
16 and we may not do that.

17 (Court reporter shows Ms. Couram the testimony in question.)

18 THE COURT: All right. Tell me when you're back into
19 your new file, Ma'am Court Reporter.

20 MS. COURAM: Sir, may I say something?

21 THE COURT: No, ma'am. I'll give you an opportunity,
22 but not yet.

23 COURT REPORTER: We're on, Judge.

24 THE COURT: Okay. Thank you, ma'am.

25 All right. We're back on the record.

1 Just to review the events. There was an objection
2 raised by counsel for Cox and Dinkins as to the testimony
3 that was asserted by plaintiff that the Cox and Dinkins plat
4 showed rebar 15 feet inside on her property and it had not
5 been shown before. The objection is based on the fact that
6 it was not in evidence and the plaintiff is not qualified to
7 give that opinion. I sustain the objection based on the
8 fact that the plaintiff is not qualified to give an opinion
9 because I felt that it did not fall under any of the
10 exceptions articulated under Rule 701 for the admission of a
11 lay witness testimony, opinion testimony, but fell under
12 Rule 702, which requires expert testimony.

13 The plaintiff then asserted that the witness, Mr.
14 Drafts, who was the surveyor who prepared the subject plat,
15 Cox and Dinkins plat, I think, is 2004. That's Defendant's
16 Exhibit No. 2.

17 MR. HOWSER: Correct.

18 THE COURT: We went back and reviewed the testimony by
19 Mr. Drafts. The court reporter had to go into a new file to
20 recall that. It was shown to the parties during recess.
21 The plaintiff disagreed with that. So I again asked the
22 court reporter to do it in my presence to review it. I
23 looked at the testimony and Mr. Drafts did, in fact, say
24 that is no iron pin or rebar pin 15 feet inside on the
25 plaintiff's property in his testimony.

1 That being said, I am going to sustain Mr. Howser's
2 objection because the plaintiff, at this juncture, is not
3 qualified to give an expert opinion.

4 That is not to prevent you from establishing your
5 qualifications to give that opinion. At this juncture you
6 are not.

7 Now, Ms. Couram, I stopped you, on several occasions
8 from saying things. I want to make sure the record is
9 clear, but I will allow you to state what you need to at
10 this point so the record is protected, okay.

11 So what would you like to state, please?

12 MS. COURAM: What I was trying to say is that the 1994
13 plat is my plat. And that's what she was showing me. The
14 2004 plat is the Cox and Dinkins plat. And that's where the
15 rebar shows up.

16 THE COURT: I understand what you're saying.

17 MS. COURAM: And that's what I was pointing out here, on
18 my plat, 1994, there is no rebar within 15 onto my property,
19 however, there's a rebar on 2004 plat on Cox and Dinkins.
20 That's when it showed up.

21 THE COURT: Ms. Couram --

22 MS. COURAM: I'm not trying to be an expert.

23 THE COURT: -- let me tell you that is not what the
24 testimony is by Mr. Drafts. He said it is not. He said,
25 that is just an insert to show the frontage of the property.

1 being 69.86 feet on your lot.

2 I know you disagree with me and I'll note your
3 objection, however, I looked at his testimony. The court
4 reporter has pulled it up. You looked at it. And I'm not
5 going to allow you to argue facts to the jury that you are
6 not qualified to argue, okay.

7 Now, if you can establish that you are, in fact,
8 qualified then I'll let you give your opinion, otherwise you
9 cannot.

10 MS. COURAM: I can establish what Mr. Rawls told me, but

11 --

12 THE COURT: Well, that would be hearsay and I'm not
13 going to allow that either. But -- I know this is not an
14 easy process for you. The only option would be to have
15 brought in an expert in here to testify what that plat
16 shows. That's the opportunity everybody has, but it was not
17 done by you, and so we are where we are.

18 MS. COURAM: Wasn't Mr. Drafts an expert?

19 THE COURT: He was testifying as -- he was giving his
20 opinion without objection from either party. He was not
21 technically qualified, but there was no objection by either
22 party to his giving an opinion, okay.

23 Now, that being said, the objection is sustained.

24 Do you need a moment, Ms. Couram, to gather your
25 thoughts back or are you ready to proceed?

1 MS. COURAM: I just want to proceed -- I would like to
2 proceed based on the information that's showing on these
3 documents. And if I'm showing the jury and I'm just trying
4 to get you -- tell me if I'm wrong --

5 THE COURT: Okay.

6 MS. COURAM: -- but if I'm looking at these documents
7 and they're showing one thing and these are showing
8 something else then that -- there's -- am I not allowed to
9 point that out?

10 THE COURT: If you're trying to say that the 2004 Cox
11 and Dinkins plat, which is Defense Exhibit No. 2, shows an
12 iron pin 15 feet on your property, you will not be allowed
13 to do that. That is not what the plat shows. It is not
14 what the testimony is.

15 MS. COURAM: Even though it's written on there, I cannot
16 say that?

17 THE COURT: Ms. Couram, one rule --

18 MS. COURAM: I --

19 THE COURT: Ms. Couram, one of the rules of court is you
20 may not argue unless I ask you for it. At this point, I'm
21 not asking for any more argument.

22 As I told the jury at the beginning of this case, I'm
23 not infallible, and if I'm mistaken, then there will be a
24 court that can correct me. At this point, I believe I'm
25 right. I've shown -- the court reporter has shown it to

1 you, I've looked at the plat. It doesn't say what you say
2 it does, so I'm not going to let you give your opinion about
3 something that is not appropriate, that you're not qualified
4 to give.

5 Now, if you are -- if you were educated or through
6 experience you can establish that you are able to be
7 qualified as an expert and give opinions about surveying and
8 surveying methods, then I'll allow you to give your opinion
9 on that. Short of that, I will not.

10 MR. HOWSER: May I say one thing?

11 THE COURT: Yes, sir.

12 MR. HOWSER: If it's appropriate, if it's inappropriate
13 I apologize, but in a slightly different context, dealing
14 with square footage and this sort of thing, I asked Ms.
15 Couram some questions during her deposition. As I
16 understand it, under the rule deposition of a party, a party
17 can be used for any purposes. She may testify differently
18 at trial, but in response to a question she answered, "I've
19 got a college education, but it's not in math." I say,
20 okay. "And it's not in how to do land graphs." Okay. "So
21 that's not in my college education."

22 So we asked her about the land graphs and she said she
23 was not in a position to do land graphs.

24 THE COURT: Again, you're correct. That would something
25 that would be subject to voir dire when she would try to

not negligent
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1 have herself qualified as an expert, I believe.

2 MR. HOWSER: Right.

3 THE COURT: Okay. All said and done, I know you
4 disagree with me, but let's move on.

5 Are you ready to proceed, Ms. Couram?

6 MS. COURAM: I am, but I still don't know what I can
7 say. I mean, I guess you'll object --

8 THE COURT: Again, I can't tell you what you can say.
9 My job is to tell you what you can't say. And what you
10 can't say is, you cannot or testify or argue to the jury
11 that Defense Exhibit No. 2 shows an iron pin 15 feet on the
12 inside of your property, okay.

13 MS. COURAM: I wasn't --

14 THE COURT: Okay. Go ahead. I don't want you to get
15 confused. I know this is a confusing process. I'm trying
16 to be fair, but we're delaying this longer than we really
17 sure, okay.

18 MS. COURAM: Would you repeat what you just said,
19 because I don't think I said that.

20 THE COURT: That is what you have said before that your
21 plat was '94 and this iron pin 15 on the inside of your
22 property didn't show up until the Cox Dinkins plat, Exhibit
23 No. 2, in 2004 is what you have repeatedly said.

24 MS. COURAM: Yeah. That's right.

25 THE COURT: Okay. Well, I'm not going to let you say

1 that because that's not correct.

2 MS. COURAM: Okay.

3 THE COURT: Okay.

4 MS. COURAM: I guess --

5 THE COURT: And I know -- just let me say this --

6 MS. COURAM: Okay.

7 THE COURT: -- you need to object to my ruling. I'm
8 taking it that you do object to my ruling as being not
9 improper, a matter of law or whatever. You're preserved on
10 appeal, but I believe that is the proper ruling, okay.

11 MS. COURAM: Okay.

12 THE COURT: So we need to move forward, okay?

13 MS. COURAM: Okay.

14 THE COURT: Now, are you ready to proceed or do you need
15 a moment to kind of gather your thoughts?

16 MS. COURAM: I guess I'm -- I guess I'm ready.

17 THE COURT: Okay. Is defense ready to proceed?

18 MR. HOWSER: Ready, Your Honor.

19 MR. BROWN: Ready, Your Honor.

20 THE COURT: Would you bring the jury back in?

21 (Jury in at 10:28 a.m.)

22 THE COURT: Okay. Ms. Couram, would you come back
23 around. You are still under oath, please, ma'am.

24 (Slide projector and computer were used to display Ms.
25 Couram's photographs to the jury.)

1 MS. COURAM: We have this up on the projector and I
2 think it will be better for the jury to see what I was
3 trying to point out before.

4 This is the fire hydrant that is located on the
5 easement. My property is located right here. That's my
6 house. The houses of the defendants Reibold and Hooker are
7 on Toucan Way, located on Toucan Way.

8 The 15 feet that is the -- the 69 feet that the
9 defendants are talking about that's running from my mail box
10 to about where the fire hydrant is. (The 15 feet that I am
11 -- that's the subject of this lawsuit that was trespassed
12 on, and as I said before, either way, whether we're talking
13 about this length here or the length going 15 feet going
14 back to where Carolina Water Service used to be is still my
15 property.)

16 The defendants trespassed 15 feet --

17 MR. HOWSER: Objection, Your Honor.

18 THE COURT: Sustained.

19 Let me just remind the jury that she is not a lawyer.
20 When she says trespass she means her allegations of
21 trespass, okay.

22 You don't need to object again and you may use the
23 term.

24 MR. HOWSER: Thank Your Honor.

25 MS. COURAM: The defendants allegedly trespassed 15 feet

1 over the boundary line, which should be about right here, if
2 you look at the plat.

3 It's located --

4 THE COURT: Just one second. Let's get the lights on.
5 Okay. Go ahead.

6 MS. COURAM: The boundary line is located right there.
7 (Indicating.) That's the boundary line of the property,
8 right here. There is a new boundary line that was put in by
9 Cox and Dinkins, as well, and an easement put in by -- when
10 my plat was done. So the boundary line is here.

11 Now, defendants crossed over that boundary line 20 feet
12 into my property where the Crape Myrtles are. Mr. Hooker
13 allegedly, as I showed you yesterday, placed a black hose
14 somewhere around the front of where that Crape Myrtle is and
15 I can show you a picture again.

16 (Pause.)

17 MS. COURAM: Give me a moment to find it.

18 (Pause.)

19 MS. COURAM: Now that black hose is what -- when I came
20 home on the 15th is what was sticking up out of my yard when
21 I drove in from work. When I took that picture, with
22 Officer Creech and Mr. Hooker standing right beside me, I
23 asked Mr. Hooker to take that hose out and fill up the hole
24 he made and he told me to do it myself. And that's also
25 when he told me if I wanted him off my property I would have

1 to sue him. And that's another picture of hose.

2 Now, I'm going to try and go to some history of how I
3 got the property and how long I've been there and so on.

4 THE COURT: Are you finished with the photos for right
5 now?

6 MS. COURAM: For these, yes, sir.

7 I purchased my house in 1994. At the back of the
8 property there was a well house, as I stated before. The
9 well of Carolina Water Service as I showed you up there.
10 They had a well house that was servicing the area before
11 Lexington County came in.

12 I had -- in 2004 -- in 2001, I believe, around the time
13 that Katrina hit, Wrenwood Subdivision either disbanded or
14 whatever. I don't know what happened, but they didn't pay
15 the property taxes on the park. It was a neighborhood park
16 and it was given to the neighborhood by Hendrix, I believe,
17 which was the people that sold me my house. And they told
18 me, as I said before that that park would never be
19 developed, but we see that that didn't hold true.

20 So, anyway, around the time Katrina happen Wrenwood
21 Subdivision decided not to pay the taxes. It was \$58. The
22 neighborhood wasn't told about it. So the county sold the
23 property to a Mr. Hawkins for \$300. Mr. Hawkins
24 subsequently sold the property to Mr. Fair over there, and I
25 believe that was \$5,000.

1 In 2004 I had to -- I was having a hard time. I lost
2 my job and I had to file bankruptcy. In order to keep the
3 house, Bank of America wouldn't work with me regarding
4 keeping the house. I only had 4 percent interest and I was
5 told that they weren't going to work with people with 4
6 percent interest. That was before we had the crash, and
7 they didn't. So they sold the house, and I understand that
8 it was sold to Mr. Fair. I found this out when I called
9 them and I asked them for help in fixing things.

10 So I ended up having to file bankruptcy and I also had
11 to get South Carolina Housing Authority involved, because *
12 they were the ones that set up the financing with Bank of
13 America. I never lost possession of the house and it always
14 remained in my possession, because they had to stop the sale
15 because of the bankruptcy.

16 In 2006 -- in 2004, Mr. Fair began his construction of
17 the subdivision, of his subdivision on Toucan Way, and I
18 believe that's Phase V. I'm Phase IV.

19 When the subdivision started there was damage done to
20 my property.

21 As you can see here, this is where Cox and Dinkins had
22 done their survey. You can see their survey stakes there,
23 no there. You can see the damage was done because if you
24 notice my house up there, the trees and stuff doesn't look
25 anything like that. I wrote him a letter. He said he would

1 fix it. He never did. You can see the damage that was done
2 in here. He put a tarp on it and it stopped the rainwater
3 and it stopped the damage and everything, but I still lost
4 my trees and things as a result.

5 MR. HOWSER: Your Honor, for the purpose of record, when
6 she's talking about he --

7 MS. COURAM: Mr. Fair. I'm speaking of Mr. Fair in
8 2004. Mr. Fair during the construction of Toucan Way.

9 You can see Cox and Dinkins also put a survey stake
10 right here and that's within five feet; which is not part of
11 the 15 feet that belonged to Carolina Water Service.

12 MR. FAIR: I object.

13 MR. HOWSER: I object, Your Honor.

14 MR. FAIR: Again, she's testifying about something she
15 doesn't know about. That's an Alltel phone box.

16 THE COURT: I sustain the objection.

17 MS. COURAM: I meant to say Alltel. I'm sorry.

18 That's an Alltel box. It is. Anyway, that's where the
19 survey stake was and also tied on the tree, but it also
20 shows where the property line is.

21 Okay. In 2005, Mr. Fair decided he was not going to
22 replace the shrubs and so forth. I took him to court. The
23 only thing that was ruled on in court, he promised he would
24 fix -- he would replace things where he didn't do it. So I
25 had to take him to court. So in 2005 we went to court. The

1 only thing that was tried in that court was regarding the
2 damages. The judge, when the jury asked for the dates of
3 those pictures the judge wouldn't allow it.

4 MR. BROWN: Your Honor, I object. That's a legal
5 conclusion.

6 THE COURT: I sustain that objection.

7 MS. COURAM: Okay

8 Anyway, I lost the case and he never did replace
9 anything.

10 In 2006, I had to call the police back out to my house.
11 Officer Hagler. Mr. Fair was placing markers where I showed
12 you where Mr. Hooker was placing that black hose. He kept
13 placing those wooden stakes that I showed you. Those
14 wooden stakes like that. He kept placing those wooden
15 stakes in that 15 feet that belonged to Carolina Water
16 Service that ran with my property and I'd take it out, I'd
17 come home and he'd place it back in there. I'd come home
18 and he's place it back in there again. Eventually that
19 stopped, so I thought that was over with. In 2000 and --
20 and I called Officer Hagler, who talked to Mr. Fair and so
21 forth and like I said, everything stopped.

22 In 2006, I was out in my yard working. Was working
23 right around the perimeter there where I showed you where
24 the property line is and I placed some logs there. There
25 used to be some shrubs there, but during their construction

1 they tore all that down, so it was a way for me to cut my
2 property from Wrenwood Subdivision because it used to be
3 Wrenwood Subdivision. When I got home they were all gone.

4 Anyway, I was out there working, and Mr. Reibold came
5 up and he was watching me. Mr. Reibold, he's behind that
6 petition right there. And he was on the phone. Evidently
7 he called Mr. Fair, because Mr. Fair showed up. So I ended
8 up calling the police again. An Officer Radford responded.
9 And that's stopped.

10 In 2007, Mr. Hooker, right here, showed up and he
11 started cutting my grass. I went out and told Mr. Hooker he
12 was cutting my grass and to please stop. He stopped. That
13 was the end of that.

14 In 2010, it started all over again. Mr. Reibold, this
15 time it was Mr. Reibold and Mr. Hooker. I arrived home one
16 day, I believe it was the 13th. Mr. Reibold was out cutting
17 the shrubs down, that area right there. He was out there
18 cutting it down. I went over to him and I explained to him
19 that that area right there, those shrubs that he was cutting
20 also belonged to me and to please be careful and not to cut
21 my -- whatever he did to his part can damage my part. So we
22 talked I -- and so that was the end of that. The next
23 morning I stopped off at his house and dropped off a letter
24 to verify or to confirm the fact that I asked him not --
25 because he had asked me if I -- if I wanted him to come on

1 my property and trim the shrubs. That's area right there
2 that's been there before me and before Mr. Reibold and
3 probably before Wrenwood Subdivision was built.

4 Anyway, I sent a letter to him. I wrote a letter.
5 First I hand-delivered it, and then I mailed it. Then I
6 wrote one to Ms. Hooker, right here, because she's the owner
7 of the house that -- of course, Mr. Hooker lives that on 120
8 Toucan Way. And I wrote the letter specifically to her
9 because it showed -- she's the owner.

10 Now, I was hoping they would stop what was going on,
11 but it didn't stop.

12 In -- on the 13th -- on the 14th, I believe, I came
13 home again and Mr. Reibold was standing out there waiting
14 for me when I pulled up in my driveway. He said to me, no
15 need to send me a letter you can just talk to me about
16 stuff. So we talked and I took a picture of Mr. Reibold and
17 we walked back to the back and he was telling me about what
18 his plans were, and he was telling me about where he was
19 going to place his fence. And then he was telling me that
20 they had a survey done and it had a bunch of these survey
21 stakes that were planted by Cox and Dinkins had been
22 removed.

23 MR. HOWSER: Objection, Your Honor. She doesn't know
24 who unless there's some foundation for saying the stakes
25 were put there by Cox and Dinkins, I object.

1 THE COURT: State that again? What was the testimony,
2 again? I didn't hear it?

3 MS. COURAM: I was saying that the stakes that was
4 placed by Cox and Dinkins during the construction of Toucan
5 Way had all been removed. The tie that was on that tree
6 right there had been removed. The stakes here had been
7 removed. The stakes here had been -- up here had been
8 removed. All the stakes had been removed. And Mr. Reibold
9 --

10 THE COURT: Just one second. You're going to have to
11 give us some basis for the knowledge that they had been
12 removed.

13 Would you take the jury to the jury room please.
14 (Jury out at 10:45 a.m.)

15 THE COURT: Okay. Your objection is that the plaintiff
16 is stating something that she doesn't have knowledge of?

17 MR. HOWSER: She said that Cox and Dinkins had removed
18 the stakes and until she can establish, of her own knowledge
19 removed the stakes, there's not a proper foundation and I
20 object to that statement.

21 THE COURT: I will sustain that objection.

22 MS. COURAM: I didn't say that. I said Mr. Reibold and
23 Hooker removed the stakes.

24 THE COURT: Basis for that?

25 MS. COURAM: Mr. Reibold was standing beside the stakes

1 --

2 THE COURT: Just one second. Do you have knowledge that
3 they did that?

4 MS. COURAM: Yes.

5 THE COURT: She has knowledge, she can testify. She
6 doesn't have knowledge she can't. Fair enough? Okay.

7 MR. BROWN: Your Honor, I was going to object to that
8 because she said just a minute before that she removed the
9 stakes.

10 THE COURT: Those were the wooden stakes placed by Mr.
11 Fair. I understand the testimony.

12 MR. BROWN: All right.

13 THE COURT: Are you ready to proceed?

14 MS. COURAM: Yes.

15 THE COURT: Okay. Now, again, let me remind you, if you
16 have personal knowledge you can testify to it. If you don't
17 you can't give opinions about that.

18 All right.

19 MS. COURAM: Can I get up and locate the picture I was
20 going to show?

21 THE COURT: Ma'am?

22 MS. COURAM: Can I locate the picture I was going to
23 show?

24 THE COURT: I didn't hear you?

25 MS. COURAM: Can I get up and locate the picture I was

1 going to show?

2 THE COURT: Sure.

3 (Jury in at 10:47 a.m.)

4 MS. COURAM: What I was saying was that the next day
5 when Mr. Reibold was waiting for me in my drive way and we
6 started talking and he was explaining to me what his plans
7 were regarding his property and he was telling me he was
8 going to put up a fence and his fence was going to be
9 located right where he was standing there. And right next
10 to him, and right next to him when he was talking to me, he
11 was standing, they had had -- this is my personal knowledge
12 that I was told that he was going to have -- that he and Mr.
13 Hooker had a survey done and the survey company had put down
14 all the stakes right there where he's standing. There is
15 also another picture is you'll give me a moment. I don't
16 know if it's any clearer, but --

17 (Pause.)

18 MS. COURAM: -- again, that's Mr. Reibold standing there
19 while we were talking.

20 Okay. After that, he -- that was the end of that day.
21 The following day -- and I believe that picture was taken on
22 April 2 -- both those pictures were taken on -- I'm sorry.
23 That's not right. Those pictures were taken in December.
24 That's when I put it on the computer. I'm sorry.

25 Okay. After we had that conversation. That was good.

1 He went his way, I went mine. The next day was when Mr.
2 Hooker came up and we -- he -- hold on a second --
3 (Pause.)

4 MS. COURAM: Okay. The following day was when I called
5 the police that day, as well. And that ended that
6 situation. The whole purpose of calling the police was you
7 know somebody's on your property and you ask them to leave
8 and they don't leave you can do a couple of things. One,
9 shoot them. I don't have a gun. And two, you can just not
10 do anything. And what happened is the law will say -- the
11 law will say that if you don't do anything that you lose
12 your rights to whatever it is that they're trying to make
13 claim --

14 MR. BROWN: Your Honor, I object.

15 THE COURT: I sustain the objection. That's legal
16 conclusion. Strike that from the record. The jury is to
17 disregard it.

18 MS. COURAM: If you don't do anything you lose.

19 THE COURT: I sustained the objection. Move to the next
20 topic, please.

21 MS. COURAM: Okay. So after that day, after I talked to
22 Mr. Hooker out there and that happened, I called the police.
23 That was the first time -- Officer Barber was the one that
24 showed up with Mr. Reibold. Officer Creech showed up the
25 next day with his friend, showed up the next day with his

1 friend and he talked to us while we were standing out there,
2 Mr. Reibold, Mr. Hooker and myself. And he was telling me
3 that it was a civil matter.

4 MR. BROWN: Your Honor, I object. Hearsay.

5 THE COURT: Sustained.

6 MS. COURAM: I was witness to that and it was in a
7 police report?

8 THE COURT: It's hearsay. Please move on.

9 MS. COURAM: Okay.

10 Anyway -- Okay, the next day after that, which would
11 have been the 16th, I believe, when I arrived home there was
12 a black hose -- the 16th or the 15th -- I found the black
13 hose was on my yard. It was located, as we explained before
14 --

15 (Pause.)

16 MS. COURAM: It was located right around where the hand
17 is and it's in this circle 20 feet into my property, placed
18 a black hose. When I arrived at my home it scared me to
19 death because I didn't know what it was for or why it was
20 there or who had put it there. I had just come in from
21 work.

22 Then Mr. Hooker came around from somewhere out of the
23 blue and he was doing something, taking pictures or
24 something. I don't know why he showed up or what he was
25 doing there. But anyway he was there. So I asked him to

1 leave, he said he was going to leave. I asked him a couple
2 of times to leave. Then I said -- and he continued to
3 refuse. I told him I was going to go call the police. He
4 said go call them. He refused to leave. So I go call
5 Lexington County police and that's when Mr. Creech, Officer
6 Creech showed up. Then the next day -- and that was the end
7 of that. He also told me that if I wanted him off the
8 property then I would have to sue him.

9 MR. BROWN: Your Honor, when she refers to he is she
10 talking about Officer Creech?

11 THE COURT: She'S talking about Mr. Hooker.

12 MS. COURAM: Mr. Hooker -- told me that I would have to
13 sue him.

14 When I went back in the house I asked to speak to
15 Officer Creech's lieutenant and he walked away from me and
16 he got somebody on the phone. I don't know who it was, but
17 he told me it was a civil matter.

18 When I went in the house after I realized I wasn't
19 getting no help from -- getting any help from the
20 authorities I went in the house. Mr. Hooker, Mr. Reibold,
21 Officer Creech and another gentleman stood out in my yard in
22 that 15 feet for about 40 minutes talking and laughing and
23 having a grand time. I came back outside and asked Officer
24 Creech for a police report at which time he told me he
25 wasn't going to make one. He'll probably add to the one from

1 the day before.

2 That's why we're in court today because I could not
3 take anymore and I couldn't stop the individuals from
4 continuing to harass me because this started in 2004 and
5 it's still going on to this day and it doesn't make any
6 sense, because there's absolutely no way that that property,
7 13 feet inside my property line belongs to the Reibolds or
8 the Hookers. There is also a rebar that's located -- that I
9 located. I dug it up. I located it in the back where Mr.
10 Hooker was standing that I showed you before that also shows
11 where the property line was, and I marked that area.

12 So the property line goes about 15 feet where they were
13 standing and so an additional five feet inside that natural
14 wooded area.

15 Now, I'm going to show you a series of photographs of
16 the damage that was done to the property during this time
17 and afterwards, because even after that Mr. Hooker had a
18 back door in his fence that he put up so he can come and go
19 any time he wants and he continued to do damage to the
20 property. That's Mr. Reibold. Did I say Mr. Reibold. I
21 didn't mean Mr. Hooker. They have moved away.

22 (Computer photos shown on projector.)

23 MS. COURAM: This is where Mr. Reibold had trimmed down
24 to the very -- trimmed off most of the shrubs all the way
25 back up to the line on the property. The property line

1 should have been where that oak tree is. That's where the
2 property line is.

3 MR. BROWN: Objection. Your Honor, objection. She's
4 calling for a conclusion.

5 THE COURT: I sustain the objection.

6 MS. COURAM: I have a photograph where Mr. Reibold,
7 himself, trimmed those oak trees on the property line.

8 This is debris that I had to clean up. They are healthy
9 limbs cut down by Mr. Reibold. They continue to trim the
10 area, also where the damage had continued -- has still been
11 there where Mr. Fair, where he continued to cause damage
12 there. I am now replanting all of that and trying to get it
13 back where it was before all this happened.

14 That is about six or seven bags of trash that I removed
15 from the property after Mr. Reibold finished pruning the
16 trees.

17 That's a dead bird that was killed, that was killed
18 that was left on my property after the trees -- the birds
19 didn't know where to go so the cats got to them and they
20 left a present for me.

21 And then that's showing where the property was damaged
22 there. This is also showing where Mr. Reibold was cutting
23 down things. He should have stopped right there but he
24 didn't. You can see he went on and on and on. That's one of
25 the cement blocks he kept putting there. It's like 20 of

1 them back there that I have to remove and each time it got
2 bigger and bigger.

3 MR. BROWN: Your Honor, I'm going to have to object
4 again. There's no testimony that he's put cement block
5 there. It's another conclusion.

6 THE COURT: What's the basis of your testimony?

7 MS. COURAM: Personal knowledge.

8 THE COURT: Did you see him do it?

9 MS. COURAM: Well, no, I didn't see him do it.

10 THE COURT: I sustain the objection.

11 MS. COURAM: And that's also showing how much damage
12 that was done to that wooded area. As you can see there's a
13 line right there and that line goes from where the rebar is
14 located up against the fence that was planted by Cox and
15 Dinkins, and it shows where the property line should be
16 ended, and when Mr. Reibold went beyond that and continued
17 to trim he was on my property. And, again, I'm trying to
18 replace all that.

19 That's a tree that Mr. Reibold cut down. I didn't see
20 him cut it down. And that's the back door that he has to
21 the property that he can come in and out after he put his
22 fence up.

23 When I was out there -- the reason I know that's a back
24 door, when I was out there putting trees, replanting the
25 shrubs and so forth, he came out and said to me, "You're

1 trespassing." I said back to him that, no, I'm not. I was
2 not on the other side of that blue bucket. He said to me
3 that there's no point in planting those things, we're going
4 to tear them up after the trial is over.

5 Again, you can see damage done to the property.

6 Mr. Reibold left debris out there.

7 MR. BROWN: Your Honor, I object. There's been no
8 evidence that Mr. Reibold has left any debris out there, as
9 far as evidence.

10 MS. COURAM: That debris is the color of his fence, now.

11 THE COURT: Ma'am?

12 MS. COURAM: Those wood stakes, those wood things right
13 there, Mr. Reibold has painted fencing that's laying there.

14 THE COURT: I'll overrule the objection.

15 MS. COURAM: Additional debris, another bird. Another
16 cement block. Like I said, they get bigger every time.

17 And that's all for that.

18 These are the same photos. I'm just going to run
19 through them.

20 Now, you can see how lush and beautiful that area was
21 before Mr. Reibold got hold of it.

22 Now, I'm sorry, this chokes me up when I see that.

23 Okay, the first day when all this happened, in
24 December, I believe it was the 12th, I called the RND (sp)
25 office to try and figure out what it was the cause the

1 defendants to claim my property as being theirs and that
2 went to a group of people there and we talked and they
3 explained that the survey process to me and what some of
4 those things meant, what the O meant, what the N meant. The
5 O and the N and they told me --

6 MR. HOWSER: Objection, Your Honor.

7 THE COURT: Sustained.

8 MS. COURAM: Anyway, they were telling me what all that
9 meant.

10 THE COURT: Sustained. You can not say what somebody
11 told you. That is hearsay, Ms. Couram.

12 MS. COURAM: All right.

13 THE COURT: Unless they are a party to this action or an
14 agent to the party, okay.

15 MS. COURAM: And then after I finished with that I
16 called Mr. Rawls, who is sitting back there behind Mr.
17 Hooker. He's the surveyor for Cox and Dinkins and he's the
18 one that signed off on these documents that was registered in
19 the Register of Deeds office. I spoke to him on the phone.
20 We talked for a little bit. I was at work. He was
21 explaining things to me. And that's also the day that I --
22 the day that Mr. Hooker put that hose out there. I tried to
23 explain to Mr. Hooker, Mr. Reibold told you -- Mr. Hooker --
24 called me a liar and that was the end of that.

25 Then I asked Mr. Rawls if I can come out and meet with

1 him so we can talk. He was nice enough to talk to me for
2 about three hours. We talked about what was going on. He's
3 the one that that educated me on a lot of stuff. And I
4 guess I would have to wait until he's on the stand to talk
5 to you about that. Told me about boundary lines and things
6 like that. Talked to me about a lot of stuff that had to do
7 with surveying. Then I also met with different surveyors in
8 the Lexington County area who also explained to me what was
9 going -- how things read and what they meant and things like
10 that. Surveyors are pretty nice and they will tell you your
11 business, their business and how they come up with things.
12 There's still stuff you don't get, but they will talk to you
13 about it.

14 So that's when I learned that all of this happened
15 because of the survey done by Cox and Dinkins. But for the
16 survey done by Cox and Dinkins --

17 MR. HOWSER: Objection, Your Honor, she's drawing a
18 legal conclusion or a conclusion.

19 THE COURT: Go ahead and let her finish her statement,
20 first.

21 MS. COURAM: -- survey done by Cox and Dinkins, I don't
22 believe any of this would have happened.

23 THE COURT: I'll sustain the objection. I'll strike
24 that from the record.

25 MS. COURAM: I can show you what I want to show you next

1 why -- if that's okay -- based on the survey by Cox and
2 Dinkins -- this is probably going to be objected to.

3 The 15 feet that we're talking about is located now on
4 Mr. and Ms. Reibold's property. It's been cut off from
5 mine. Mr. Reibold -- Mr. Hooker himself told --

6 I was there. Would that still be considered hearsay?

7 THE COURT: Listen, you don't need to ask me for
8 advisory opinions. Go on. If there's an objection raised
9 then I will rule on it. If not, then you just need to keep
10 going forward, okay.

11 MR. HOWSER: I object to the conclusion that it's Mr.
12 Reibold and Mr. Hooker's property.

13 THE COURT: The jury will be able to make that
14 determination ~~or we will~~, but as to the testimony that
15 something was stated by Mr. Hooker or Mr. Reibold then I'll
16 overrule the objection.

17 Go ahead.

18 MS. COURAM: It appears that if you look -- I'm not sure
19 how to say this, but the 15 feet running from here to here
20 has been cut off from my property, which is down here.
21 (Indicating.)

22 I have the letter I wrote to Mr. Reibold, I mean, Mr.
23 Rawls, but I'm assuming we'll have to do that when he's on
24 the stand, if he's there.

25 At the time all this was happening, unfortunately for

1 me, I had a blood clot in my leg.

2 MR. HOWSER: Objection, Your Honor.

3 THE COURT: What is your objection?

4 MR. HOWSER: My objection is she is drawing a legal
5 conclusion without the basis of any medical --

6 THE COURT: Overruled.

7 Go ahead.

8 MS. COURAM: At the time I was having a blood clot in my
9 leg, left leg, and if you've ever had a blood clot it's kind
10 of like you're carrying around a 50 ton weight on your left
11 side. You can barely walk. I can walk from -- I couldn't
12 barely walk from the inside of my job to my car without
13 stopping. I didn't know I had a blood clot until February
14 of 2011. I just kind of thought it would go away. And I
15 have a photograph of the leg.

16 (Photos shown.)

17 I was at Hardees when I took this picture. You can see
18 my leg is the -- it's larger, too big. That's the left side.
19 Blood clots usually hit the left side. That's my leg again.
20 And there.

21 So I had a blood clot there and --

22 MR. HOWSER: Your Honor, may I further object on the
23 basis --

24 THE COURT: Just one second. Would you take your jury
25 back to the jury room, please.

1 (Jury out at 11:10 a.m.)

2 THE COURT: State your objection.

3 MR. HOWSER: Your Honor, my objection is that there
4 would not be a blood clot that was reasonably foreseeable
5 that developed, apparently, February, 2011, from a survey
6 that Cox and Dinkins did in 2004, and it would not be
7 reasonably foreseeable nor causally connected.

8 THE COURT: Well, I don't think --

9 Are you trying to suggest that anything that occurred
10 --

11 Don't be shaking your heads back there, sir.

12 Anything that occurred as a result of this property
13 line dispute caused a blood clot?

14 MS. COURAM: No. I'm saying --

15 THE COURT: Where are you heading with this, please?

16 MS. COURAM: I am saying that one of the cause of action
17 is emotional stress. I'm just telling my state of mind at
18 the time all this happened.

19 THE COURT: I'm going to overrule your objection.

20 Let me say something to everybody here. I'm going to
21 start holding somebody in contempt. I'm getting tired of
22 the way this courtroom is being run. Number one, Ms.
23 Couram, you don't turn around and look at me every time you
24 have a problem. You don't editorialized and say, this is
25 going to be objected to. That's not proper.

1 MS. COURAM: Okay.

2 THE COURT: Under any circumstances.

3 To the gallery back there. Those waving their heads
4 back and forth or hold you in contempt. We're going to keep
5 this place in proper decorum. Now, that's not to say the
6 attorneys are not to go through their standard objection.
7 That's your job, and you're going to present your case, but
8 it's going to be done in a proper fashion.

9 MS. COURAM: I apologize. I didn't mean --

10 THE COURT: That's why I'm doing it outside the presence
11 of the jury and didn't do it earlier. You have to go
12 forward with your testimony. If there's objection, it will
13 be one raised. I'll rule on it, and we'll go forward, but
14 you can't look to me for advisory opinions and you can't
15 editorialize about whether or not an exhibit will be object
16 to or not.

17 All right. Does everyone in the courtroom understand
18 me?

19 MR. HOWSER: Your Honor, if I've done anything I
20 apologize.

21 THE COURT: You have not. Your job as a lawyer it to
22 object. The same with Mr. Brown and Mr. Fair has a right to
23 object. Her job is to try to put on her case, but it's
24 going to be done by the rules, okay.

25 Is everybody on the table?

1 MR. HOWSER: Yes, sir.

2 THE COURT: All right. Are we ready to proceed?

3 MR. BROWN: Your Honor, I was going to make a similar
4 objection.

5 THE COURT: I've overruled that objection. But you're
6 protected.

7 MR. BROWN: Make sure it was on the record. I was going
8 to make that same objection.

9 THE COURT: All right. Thank you.

10 MR. BROWN: Thank you, Your Honor.

11 THE COURT: All right. Bring the jury back, please.

12 Does everybody have the time at being around 11:15,
13 11:16?

14 THE CLERK: Yes, Your Honor.

15 THE COURT: All right.

16 THE DEPUTY: I'm showing 11:17 a.m.

17 THE COURT: Right. That's what the computer is showing.
18 All right.

19 (Jury in at 11:18 a.m.)

20 THE COURT: All right. Ms. Couram, you may continue.

21 MS. COURAM: Sir, are these admitted, seven, the
22 exhibits?

23 THE COURT: What exhibit is it?

24 MS. COURAM: This is the one I was just discussing.

25 THE COURT: Any objection to that being admitted?

1 MR. HOWSER: No, objection, Your Honor.

2 MR. BROWN: No, objection.

3 THE COURT: Admitted without objection.

4 Would you have that marked, please, Ms. Couram.

5 MS. COURAM: And this is the one for the Wrenwood
6 Subdivision plat in 1991?

7 THE COURT: Show it to the attorneys, please.

8 Any objection?

9 MR. HOWSER: No.

10 MR. BROWN: No, sir.

11 THE COURT: Okay. Both those will be admitted without
12 objection.

13 (Plaintiff's Exhibit No. 6, plat,
14 was marked and entered.)

15 (Plaintiff's Exhibit No. 7,
16 subdivision plat, was marked and entered.)

17 What numbers are those, Madam Court Reporter?

18 COURT REPORTER: The plat with the pink dot on it is
19 Plaintiff's No. 6 and --

20 THE COURT: The subdivision plat?

21 COURT REPORTER: -- the subdivision plat is Plaintiff's
22 No. 7.

23 THE COURT: Thank you, ma'am.

24 MS. COURAM: Okay. At this time, also, I went -- when
25 Officer Creech came to the house he -- and I realized

1 nothing was going to be done and I would have to file legal
2 action, Officer Creech -- I was told to just ignore the
3 defendants. So what I did, with this blood clot in my leg,
4 I stayed at Walmart. This was before daylight savings time.
5 I was at Walmart before it got dark. Founds funny, but I'm
6 leaning on this cart walking through Walmart, a 50 year old
7 person because of a blood clot. Then I realized that the
8 library stayed open until 8:30 p.m. So I was able to go
9 there and stay there until after dark. The reason I did
10 that was, as I said, I didn't want to have any more
11 confrontations from the defendants. So to prevent that and
12 because I couldn't call the police any more, or at least I
13 decided I wasn't going to call them any more. I was denied
14 -- my home was no longer accessible to me, because I had to
15 kind of sneak in there after dark. On weekends to cut the
16 grass I had to get up like 7:00 o'clock, when I could, and
17 cut the grass, and that was before anybody got up. There
18 was also a process server hired by Mr. -- I believe Mr.
19 Brown who was banging on my door and a series of other
20 person who came by my house. I'm a lone -- I'm a loner. I
21 don't usually have people coming by my house at all. So
22 this went on and it went on and it went on for 10 years to
23 today this all went on.

24 I couldn't walk anymore. Mr. Reibold and Mr. and Ms.
25 Hooker has rented their house out to someone who has a big

1 old dog. They walk the dog around the perimeter. At 6:00
2 o'clock in the morning I go to work that dog is out there,
3 they're out there walking that dog around the perimeter.
4 Most people walk around the neighborhood, but they walk
5 around the perimeter and he's barking at me.

6 But, as I explained to you Mr. Reibold has put up his
7 fence but he still has access to my property. He can come
8 and go as he pleases because no one can see him.

9 I am also diagnosed with panic attack and anxiety. I
10 have been since 2009. In fact, I have FMLA on my job for
11 it.

12 I believe -- as I said before, these properties
13 regardless of where they're located, where the defendants is
14 trying to make you believe they are located --

15 MR. BROWN: Objection, Your Honor.

16 THE COURT: Sustained.

17 MS. COURAM: The defendants are saying the property, the
18 trespass took place on the front end of the property. I say
19 it was along the length and the pictures show where the
20 evidence was done. It's still my property is my point and
21 when I asked them to leave they should have left.

22 Mr. Brown was saying something about the children of
23 Ms. -- Mr. and Ms. Hooker --

24 MR. BROWN: Your Honor, I object.

25 THE COURT: What is your objection?

1 MR. BROWN: I've not said anything about children other
2 than an allegation of the plaintiff's.

3 THE COURT: Overruled.

4 Go ahead.

5 MS. COURAM: And he was saying that his four-year-old
6 was looking up at him when the police were called out.

7 Calling police to my house. I'm a public employee, as I
8 said before. It's an embarrassing and humiliating thing to
9 do. No one wants the police at their door. I called the
10 police to stop this. I didn't want to be in this courtroom.
11 I didn't want to be before you.

12 I wanted to refinance my house. I couldn't do that
13 because it's in the legal quagmire, so I can't -- refinance.
14 I can't do anything. I'm stuck. Until this is taken care
15 of.

16 Mr. Brown also said that Mr. Reibold was cutting down
17 the vines because they were choking the oak tree. That oak
18 tree is healthy. It's been there before I got there. It
19 was healthy after I got there. It was healthy in 2010.

20 MR. BROWN: Your Honor.

21 THE COURT: What is your objection, Mr. Brown?

22 MR. BROWN: I'm going to object because I simply made a
23 statement in opening statement that she's trying to make
24 into testimony.

25 THE COURT: Overruled.

1 MS. COURAM: And I will also tell you that the issue is
2 not the front part of my property. It's the side. The left
3 side, running from the front end all the way to the back. It
4 has nothing to do with the front end.

5 That's it.

6 THE COURT: All right. I'm going to get you to come
7 around and have a seat.

8 Mr. Howser, cross-examination?

9 MR. HOWSER: Please the court.

10 THE COURT: Yes, sir.

11 GLENDA COURAM - CROSS-EXAMINATION

12 BY MR. HOWSER:

13 Q When you talked about the officer telling you to ignore
14 the defendants, you were not talking about Mr. Rawls or
15 anyone with Cox and Dinkins?

16 A No, sir.

17 Q Okay. Now, you have shown the jury and I showed on a
18 smaller plat --

19 A Can you hand me my glasses?

20 Q Sure.

21 A Thank you.

22 Q Let's look at Defendant's Exhibit No. 2 of Cox and
23 Dinkins --

24 THE COURT: Can you use the easel?

25 MR. HOWSER: Yes, sir.

1 THE COURT: The jury has requested we do that.

2 MR. HOWSER: Should I --

3 THE COURT: You can bring it around, if you'd like.

4 MR. HOWSER: I'm trying to get it in a position so you
5 can see it.

6 THE COURT: Just make sure the jury does and I'll come
7 around.

8 BY MR. HOWSER:

9 Q For the benefit of the jury, parcel A is the Hooker
10 property; correct?

11 A Yes, sir.

12 Q And parcel B is the Reibold's property?

13 A Yes.

14 Q And the fence that you've described is on the Reibold's
15 property?

16 A The natural fence?

17 Q No. The fence that was constructed that you showed us
18 on the -- in the pictures, the wooden fence?

19 A Yes, it's right around here.

20 Q Okay. And is there a greater distance than three feet
21 from the fence to the location of your house on the
22 property?

23 A I object. I don't think I can answer that question.
24 Can you explain -- can you kind of simplify?

25 Q Okay. How far is it from the fence to your house?

1 A Mr. Reibold's fence?

2 Q Yes.

3 A It's on his property.

4 Q All right. How far is that fence from the edge of your
5 house?

6 A Well, my house is right here. The 15 feet is right
7 here and his fence is right here.

8 Q All right.

9 A His fence is on his property, on the other side
10 property line.

11 Q All right. And the natural boundary that you say or
12 the trees that were cut are how far from the edge of your
13 house?

14 A They are right on the boundary line. They are running
15 from here, right in this section right here. (Indicating.)

16 Q All right. And where is the property that you're
17 claiming that the Hookers and the Reibolds have infringed
18 upon?

19 A Running from here to here.

20 Q All right. And how far does the edge of that property
21 run from the side of your house?

22 A About 20 feet.

23 Q So that distance that they're claiming is 20 feet from
24 the side of your house?

25 A Not from the side of the house, sir. It would be from

1 the side of the boundary line.

2 Q Okay. Now, if we look at the smaller plat, and I think
3 you had one that you used where you drew the pink lines?

4 A It's that one. Turned it over.

5 THE COURT: What exhibit number, please, sir?

6 MR. HOWSER: This is Plaintiff's Exhibit No. 3.

7 THE COURT: Thank you.

8 BY MR. HOWSER:

9 Q And what we have here, just for clarification, is that
10 you have a five foot easement and a 15 foot easement;
11 correct?

12 A Right.

13 Q The five foot easement is within the 15 foot easement;
14 correct?

15 A No, sir.

16 Q So your testimony is that the 15 foot easement begins
17 at the five foot easement?

18 A The 15 foot easement is what was given to Carolina
19 Water Service.

20 Q All right. I understand that.

21 A So this five foot easement would not be a part of that
22 15 foot.

23 Q All right. So you're saying it's 15 plus five feet --

24 A That's my understanding.

25 Q -- or 20 feet? Now, would you agree with me that your

1 house is approximately 18 feet from the boundary line shown
2 on Exhibit No. 3 of the plaintiff?

3 A It's probably going to be that five -- that 15 feet and
4 whatever is in between because if you look at the picture
5 there's also the -- the Crape Myrtles. So I'm not sure
6 exactly what that distance would be.

7 Q So that I understand correctly your testimony, you
8 don't know if your property is only 18 feet from the
9 boundary line?

10 A It's further than that, sir, because if you had 15 into
11 5 -- that's 20, right?

12 Q All right. If it were 18 feet, then the five feet
13 would be included within the 15, would it not?

14 A No, sir. Not to my understanding.

15 Q All right. Thank you, ma'am.

16 Now, am I not correct, isn't it true that you have no
17 personal knowledge of the surveying work done by Cox and
18 Dinkins in 2004?

19 A Except for the pictures I took down there.

20 Q All right. But you didn't see anyone from Cox and
21 Dinkins doing the survey, did you?

22 A Only what Mr. Rawls told me and those pictures.

23 Q All right. You -- I'm asking you --

24 A No, I was not --

25 Q -- you never saw --

1 THE COURT: Just one second. Listen to the question
2 asked. You must respond to the question. If you want to
3 explain it, as long as it is responsive to the question
4 being asked you may do so. But you must answer the question
5 being posed to you, okay?

6 A No, I did not see them out there.

7 BY MR. HOWSER:

8 Q And you have no personal knowledge of Don Rawls of Cox
9 and Dinkins doing any survey on your property, do you?

10 A Except for -- no, but except for Mr. Rawls told me when
11 I met with him.

12 Q You did not see him out there doing any survey?

13 A No, sir, but I also worked two jobs at the time; full-
14 time.

15 Q I understand. But my question is you did not
16 personally see Don Rawls out there doing any survey?

17 A No, sir, I did not see him out there.

18 Q And while we -- you contend there's some pin inside
19 your property, you don't have any personal knowledge of
20 anyone placing any pin on your property, do you?

21 A There is no pin on my property on my side.

22 Q My question to you is you have no personal knowledge of
23 anyone placing any pin at any location on your property, do
24 you?

25 A Yes, sir, Mr. Drafts. He told me.

1 Q But you didn't see Mr. Drafts do that, did you?

2 A No, sir. I wouldn't have been able to see him do that.

3 Q Okay. And you didn't see Cox and Dinkins put any pin
4 on your property did you?

5 A No, sir. I didn't see them put anything on the
6 property.

7 Q Am I also correct that you have never seen anyone from
8 Cox and Dinkins on your property at any time?

9 A I haven't seen -- I didn't see anybody out there.

10 Q And you never asked anyone from Cox and Dinkins not to
11 come on your property, did you?

12 A I didn't know they were out there, sir.

13 Q My question is --

14 THE COURT: Again, Ms. Couram, you have to answer the
15 question you're being asked and you can explain, okay.

16 A No, sir, but to explain, as I said before, I did not
17 know that the property had been sold. I did not know there
18 was going to be any construction. I came home one day and
19 all that work was being done. So --

20 BY MR. HOWSER:

21 Q The property being sold you're talking about is the
22 property where the park was located?

23 A I did not know that the Lexington County had sold the
24 park.

25 Q Now, am I correct that you met with Don Rawls of Cox

1 and Dinkins on one occasion?

2 A Yes, except I spoke with him on the phone, as well.

3 Q Okay. And you spoke to him on the phone primarily to
4 set up a meeting with him; isn't that true?

5 A Yes.

6 Q And that meeting occurred on March 25, 2011, did it
7 not?

8 A I believe so.

9 Q All right. And do you recall that that meeting was on
10 a Friday?

11 A I believe so. If that 25th falls on a Friday it would
12 have been a Friday.

13 Q Do you remember Mr. Rawls telling you that he didn't
14 normally work on Friday, but would come into Lexington to
15 his office in Columbia to meet with you on that Friday?

16 A No, I don't remember him saying that, sir. I remember
17 him saying that he wasn't working that day.

18 Q Okay. All right. At any rate he came in and met with
19 you on a day when he was not working?

20 A Yes. I assume so. That's what he said.

21 Q And as you stated in your direct testimony, you met
22 with him for approximately three hours; did you not?

23 A We talked for about that length of time, yes.

24 Q And he furnished you with a lot of information that you
25 requested, did he not?

1 A He explained his survey -- yes, he explained his survey
2 and he also tried to help me understand what was going on.

3 Q After that meeting, isn't it true that on May 1, 2011,
4 you wrote Mr. Rawls a letter?

5 A I don't think it was May. I can get the letter on my
6 desk, I mean, over there, but I don't know what the date
7 was. If that's the date, then, yes, that's right.

8 Q Do you recognize this as the letter?

9 (Document passed to Ms. Couram.)

10 A Yes. That's my letter.

11 Q And would you agree with me that this letter is
12 addressed to Mr. Rawls?

13 A Yes.

14 Q And it's RE: Plat, drawn and filed to Lexington County,
15 ROD -- that's Register of Deeds -- by Cox and Dinkins on
16 June 30, 2004, revised October 13, 2004. That's what it
17 references?

18 A That's what it says.

19 Q All right. That's what it says. I just want to read
20 one sentence from the letter. The way you begin. It says,
21 "Dear Mr. Rawls. I want to thank you for taking the time to
22 meet with me on Friday, March 25, 2011. You provided me
23 with an abundance of information and I appreciate your
24 openness." Isn't that what you wrote?

25 A Yes, I did appreciate it.

1 Q And during that meeting Mr. Rawls was courteous with
2 you, was he not?

3 A Yes, he was.

4 Q And you have never had any conversation with anyone
5 from Cox and Dinkins, including Mr. Rawls, since March 25,
6 2011, have you?

7 A No. It was after I filed the legal action. No.

8 Q Now, with regard to information either you had or was
9 furnished to you by Mr. Rawls, it shows that your property
10 fronts on McCaw for a distance of 69.86 feet; does it not?
11 See that right there, 69.86 feet?

12 A Yes, but that's not the subject of this lawsuit.

13 Q Well, my question to you is, doesn't it show that your
14 property fronts on McCaw, 69.86 feet?

15 A Yes.

16 Q And if we look at the -- and I was referring there to
17 Defendant's Exhibit No. 2. And if we look at what has been
18 previously marked as Plaintiff's Exhibit No. 3, which is the
19 plat that you got -- well, this is actually the Steve
20 Hendrix Builders plat, but it is similar to the plat you
21 got; is it not? When you bought the property?

22 A Yes. I have my plat, if you'd like to have that. I
23 bought it with me.

24 Q I don't know that it's necessary, but doesn't this plat
25 show that your property fronts on McCaw for 69.87 feet?

1 A The front of the property does say that; yes.

2 Q Okay. And would you acknowledge that the difference
3 between the two plats is 1/100th of a foot?

4 A I can't answer that sir, because that was never my
5 concern. My concern related to the easements on the left
6 side running down. So I can't answer your question
7 regarding the frontage part. I never concentrated on it.

8 Q All right. As I understand your testimony, your
9 dispute with either Mr. Fair or let just -- with Mr. Fair
10 goes back to 2005 or '06?

11 A The issue with Mr. Fair occurred in 2004 with the
12 survey done by Cox and Dinkins; yes.

13 Q All right. And then your issues that you described
14 with Mr. Hooker began in what, 2005 or 2006?

15 A The issue with Mr. Hooker began in 2007. Seven.

16 Q And with Mr. Reibold they began in 2005 or '06?

17 A Mr. Reibold and Mr. Hooker 2006, Mr. Reibold and Mr. --
18 I mean, Mr. Reibold and Mr. Fair 2006, Mr. Reibold and Mr.
19 Hooker 2010.

20 Q Now, you also told us that you had a dispute with Mr.
21 Fair that went to court.

22 A Uh-huh. (Affirmative response.)

23 Q And that the court ruled against you?

24 A Regards to damage to the property; yes.

25 Q All right. And you also had a dispute with regard to

1 Time Warner Cable, did you not?

2 A Yes, because they came in on the right side of my
3 property at the time that this was all going on and they
4 also decided that they were going to put up pedestals for my
5 neighbor on the opposite side of me, after I told them they
6 could not.

7 Q All right. And so did you take Time Warner Cable to
8 court?

9 A Yes, I did.

10 Q All right. And what was the outcome of that?

11 A I lost that.

12 Q Now, when you're talking about the shrubs and the
13 natural boundary cut down, you're not suggesting that Cox
14 and Dinkins or Don Rawls cut any trees at these properties,
15 are you?

16 A As far as I know they didn't, but I wasn't there.

17 Q Now, with regard to alleged trespass, don't you
18 acknowledge that if there's a corner pin marking your
19 property from the adjoining property that the owner of the
20 adjoining property has as much right to that pin as you do?

21 A The corner of my property boundary line --

22 Q Yes.

23 A -- pin?

24 Q Yes.

25 A Yes, except when they cross over into my property.

1 Q But someone could go onto the adjoining property
2 owner's property and locate that pin, could they not?

3 A Not 15 feet onto my property, no.

4 Q Now, do you have any -- one of the charges you made in
5 this lawsuit is that Cox and Dinkins and Don Rawls has
6 conspired as part of a civil conspiracy. So I want to ask
7 you, do you have any information that Don Rawls has ever met
8 the Hookers before we ever came into this courtroom today?

9 A The conspiracy issue is with Mr. Fair, Cox and Dinkins
10 and Mr. Rawls, because they were the ones that contracted
11 the survey with Mr. Fair.

12 Q All right.

13 A It was not with Reibold and Hooker.

14 Q So are you trying to tell us that Mr. Fair did not have
15 a right to have his property surveyed?

16 A No, sir. What I'm saying is that Mr. Fair and Cox and
17 Dinkins surveyed my property in 1994, June of '94, and then
18 they revised that property when they did this current survey
19 in 2004.

20 Q Okay. What this plat shows that you -- the plat that
21 you're referring to is the 2004 plat by Cox and Dinkins that
22 was initially done and then revised later in 2004?

23 A One was done in 1994, according to the paper work I
24 received from your office and then was revised in 2004.
25 Yes.

1 Q All right. And so the basis of your so-called
2 conspiracy is that Cox and Dinkins and Mr. Rawls somehow
3 agreed to survey the property for Mr. Fair that he had
4 bought and that forms the basis of the civil conspiracy?

5 A No. The civil conspiracy has to do with the fact that
6 they went 15 to 20 feet onto my property and located a rebar
7 or a bar that was not there. They did not use my plat to do
8 their survey as they reference on that, they only used the
9 '91 from Wrenwood Subdivision and the '92 from Wrenwood
10 Subdivision.

11 Q All right.

12 A But they did not use mine. They did not use Carolina
13 Water Service.

14 Q All right. Well, let me ask you, you brought into this
15 courtroom a photograph of a rebar that had a piece of pipe
16 or hose on it?

17 A Uh-huh. (Affirmative response.) Yes.

18 Q And that rebar is located at the corner of your
19 property, which would be in the location at the bottom right
20 of Exhibit No. 3; correct?

21 A No, sir. It's located 15 feet from that rebar onto my
22 property.

23 Q So you're saying that this piece of rebar that I'm
24 pointing to is not the rebar shown in that photograph?

25 A No, it's not.

1 Q You're saying that that is 15 feet, here?

2 (Indicating.)

3 A May I step down?

4 Q Sure.

5 (Ms. Couram steps down.)

6 A The rebar is here. (Indicating.) The rebar that's on
7 their survey is right here. (Indicating.) And that's where
8 Mr. --

9 MR. BROWN: Objection, Your Honor.

10 MR. HOWSER: Objection, Your Honor. That's not what I
11 asked her.

12 THE COURT: Rephrase your question. Let's go back over
13 it again, please.

14 BY MR. HOWSER:

15 Q My question to you is, the rebar that you're shown --
16 that we were shown in this photograph apparently is not the
17 rebar located on this right-hand side, lower right-hand side
18 of Exhibit No. 3?

19 A It's not this rebar.

20 Q All right.

21 A No.

22 Q All right. Where do you contend that rebar is located?

23 A Right there. (Indicating.)

24 Q All right. So that rebar would be -- if you would draw
25 a straight line -- would be approximately three feet from

1 the side of your house; correct?

2 A If you say so. As I said before, I'm not a
3 mathematician.

4 Q Well, can you give us some approximation of how far you
5 think that rebar is located from the side of your house?

6 A It's located 15 feet from the boundary lines onto my
7 property right here. (Indicating.)

8 Do you want me to go back?

9 (Ms. Couram returns to witness stand.)

10 Q Please. Now, if there is a piece of rebar located at
11 that location and happens to be the rebar with the hose on
12 it, isn't it true that you have no knowledge as to who put
13 that rebar there?

14 A No. The only knowledge I have is that that rebar is
15 not on my plat and the black hose was put there by Mr.
16 Hooker who told -- who stated he put it there to show me
17 where my property line was.

18 Q But you, again, my specific question to you is, you
19 have no knowledge as to who might have put that rebar there?

20 A No, sir.

21 Q Now, you mentioned that you discussed your situation
22 with several surveyors in Lexington County?

23 A I met with two surveyors in Lexington Count, I wrote to
24 two.

25 Q All right. One of those surveyors was Larry Smith?

1 A Yes.

2 Q Do you recognize Mr. Larry Smith back here in the
3 courtroom?

4 A No. I only spoke with Mr. Smith on the phone.

5 Q Okay. And you gave him some information?

6 A Yes.

7 Q And you also met with a surveyor named Ron Fisher?

8 A Yes.

9 Q All right. And Mr. Fisher, for example, met with you
10 for several hours to explain these various surveys to you;
11 isn't that true?

12 A No. Mr. Fisher and I, I think we only talked for about
13 an hour and a-half.

14 Q All right.

15 A And I went to him to get an understanding of the --
16 because I'm still trying to learn how to read a plat and I
17 went to him about three or four weeks ago to have him
18 explain the plat to me.

19 Q And both Mr. Smith and Mr. Fisher have told you that
20 there is nothing wrong with the Cox and Dinkins survey,
21 didn't they?

22 A Mr. Smith did. He wrote a letter -- he's told me he
23 would not talk to me about anything other than that frontage
24 area. Mr. -- the other person, I forget his name, we talked
25 about the entire plat.

1 MR. HOWSER: Just one second.

2 Thank you. I believe that's all.

3 THE COURT: Mr. Brown, cross-examination?

4 MR. BROWN: Thank you, Your Honor.

5 GLENDA COURAM - CROSS-EXAMINATION

6 BY MR. BROWN:

7 Q Ms. Couram, as to Plaintiff's Exhibit No. 3, you
8 alleged that Mr. Hooker dug the rebar --

9 THE COURT: Could you stand back so the jury can see.

10 MR. BROWN: I'm left-handed, so it's a bit of a
11 handicap. I'll do my best. Thank you.

12 BY MR. BROWN:

13 Q You're alleging that Mr. Hooker dug and found your
14 rebar right here, correct? (Indicating.)

15 A He stated that he looked at the survey of Cox and
16 Dinkins and he found the rebar and he wanted to show me
17 where it was.

18 Q All right. Are alleging this rebar was located here?
19 (Indicating.)

20 A The rebar on Cox and Dinkins plat, yes. Not on mine.

21 Q All right. Are you alleging the rebar would cover the
22 property line running all the way down the side?

23 A The rebar is for the -- the rebar is not supposed to be
24 there because -- the rebar -- that rebar did not, does not
25 belong to there and when it was put there it indicates that

1 that 15 feet does not belong to my property.

2 Q You are now alleging -- so you are not alleging Mr.
3 Hooker found the rebar here? (Indicating.)

4 A No, sir. That wouldn't put him 15 feet onto my
5 property.

6 Q If the rebar was located here. (Indicating.)

7 A Uh-huh. (Affirmative response.)

8 Q And the front of your property runs for 69.87 feet?

9 A Uh-huh. (Affirmative response.)

10 Q And the rebar he found was here, 15 feet away?

11 A Uh-huh. (Affirmative response.) 20 feet.

12 Q Fifteen or 20?

13 A Twenty. I believe it's 20, according to those numbers.

14 Q All right. This says 15 foot water line easement?

15 A And there's a five foot easement, as well.

16 Q All right. Wouldn't that make your frontage on McCaw
17 Lane less than 50 feet?

18 A I don't know, sir.

19 Q Can you subtract 69.87 minus 20 for me?

20 A No.

21 Q Okay.

22 A If you give me my calculator I can do it.

23 Q If I drew it on a piece of paper could you do it?

24 A I can do it then, too. I can use the calculator on my
25 computer and do it.

1 (Mr. Brown passes document to Ms. Couram.)

2 A I'll need a pencil. This is 69.87 minus 20?

3 Q Yes, ma'am.

4 A Okay. It's about 49.87.

5 Q Now, on your plat, can you show where this wooded,
6 natural fence are would be?

7 (Ms. Couram steps down.)

8 A The natural fence on my plat is going to be somewhere
9 around in here, but you can see it better on this plat here.
10 It straddles the property line and goes a little bit further
11 and that encompasses about five feet in, about three feet in
12 if you look at the pin that was placed for that area.

13 Q So the fence of Mr. Reibold you showed pictures of is
14 actually on his property?

15 A Mr. Reibold's fence is right here. (Indicating.)

16 Q Is that his property?

17 A He put his fence there. I'm assuming it is.

18 Q So you're not making any allegation as to his fence
19 being on your property?

20 A My property goes from here, a little but from here to
21 here. His fence is going from here to down that way.

22 (Indicating.)

23 Q All right. You're testifying his fence is going down B
24 and C?

25 A It's his fence. I wouldn't know where his fence -- his

1 fence is going from here to here. (Indicating.)

2 Q All right. But --

3 A You see where that oak tree is, that's where he has his
4 fence, right there. (Indicating.)

5 Q Okay.

6 A Which is not near my property. He can't plant because
7 it has to be 10 years -- 10 feet away from the property
8 line.

9 Q Are you alleging that this line right here (indicating)
10 does not reflect Mr. Reibold's property?

11 A No, it does not.

12 Q Whose property is that?

13 A That is my property.

14 Q How so?

15 A Because of the rebar that I located about a couple of
16 weeks ago that shows there's a rebar right here (indicating)
17 that cuts off -- Mr. Reibold's fence should be following
18 these guys right here. (Indicating.) Actually, everybody
19 should be following these guys right here and going straight
20 down, because this is part of the Toucan Way Sub --

21 Q That is not the rebar. That is not the rebar marking
22 his property line?

23 A That rebar is marking Carolina Water Service.

24 Q Okay. Now --

25 A See.

1 Q Right here --

2 A Carolina Water Service.

3 Q And would you acknowledge that this rebar here
4 (indicating) marks the Carolina property line in a square?

5 A Yes. That's Carolina Water Service right there and
6 that's their 15 foot easement.

7 Q And would you agree that the Cox and Dinkins, that the
8 rebar shown here also marks the Carolina Water property in a
9 square?

10 A I'm assuming so. Yes, sir.

11 Q All right. So those plats with regard to Carolina
12 Water's property is located is accurate?

13 A As far as I know. I don't have anything to do with
14 Carolina Water Service property.

15 Q I'm just simply asking do the facts match up as to a
16 square?

17 A As we've already established, I'm not an expert on many
18 of these things. So I don't know.

19 Q I'm not asking you as an expert, I'm just asking do
20 they appear to match?

21 A According to the plat that was drawn up by Mr. Drafts,
22 that is the property of Carolina Water Service.

23 Q All right. This rebar that's located on Plaintiff's
24 Exhibit No. 3, slightly offline from here; correct?

25 A There's a rebar here that's going from here to about

1 right there (indicating) which is where the -- you can see
2 it. Right here and then there's another one right here.
3 (Indicating.)

4 Q Right here. (Indicating.)

5 A Near the property line, right there. (Indicating.)

6 Q All right. But you would agree that if the rebar was
7 right here that would not be a similar size square shape,
8 would it?

9 A I wouldn't know, sir.

10 Q So you can't tell --

11 A That's not my expertise.

12 Q I'm just asking can you tell if they're un-squared?

13 A I don't know what that means.

14 Q If they're not aligned? Four corners, square.

15 A If Carolina Water Service is a square?

16 Q Yes.

17 A Yes.

18 Q And is it a square here? (Indicating.)

19 A According to Cox and Dinkins plat, yes, that's a square
20 or --

21 Q All right.

22 A -- a rectangle. It's more like a rectangle.

23 Q That's all. Now, you testified that the wooded,
24 natural fence area is somewhere along in here, correct,
25 astride the property line?

1 A You have -- I testified to what was on the Carolina --
2 Cox and Dinkins. You can't really tell on my plat.

3 Q Well, you pointed out in your testimony that it was
4 running right through back here along this line. It says
5 119.86; is that correct?

6 A I have photographs that's showing there's a rebar right
7 here between --

8 Q That's not what I'm asking can you show that the
9 natural property, the natural fence was along this line
10 marked 119.86 feet?

11 A The natural fence straddles the property line between
12 my property and Mr. Reibold's.

13 Q It straddles the line?

14 A It straddles the property line between my property and
15 Mr. Reibold. My -- we both -- that natural fence straddles
16 the property line. The property line on my property goes
17 about five point -- goes three inches in, and as I showed
18 you in the picture, I showed you in the picture, half of
19 this is part of my property and the other half, that's in
20 between that oak tree, goes with Mr. Reibold's property.

21 He put his fence right here (indicating) up above the
22 oak tree.

23 Q So you're testifying that the Cox and Dinkins plat,
24 which is exhibit, Defendant's No. 2, with the oak tree on
25 this side, on Mr. Reibold's side is inaccurate?

1 A The oak tree is between the property lines between my
2 property and Mr. Reibold's property.

3 Q So this survey that Cox and Dinkins prepared is
4 incorrect because it shows the oak tree on Mr. Reibold's
5 side; are you testifying that the survey is incorrect?

6 A I'm testifying as to what I've located the pin that
7 says there is a distance of about three feet between these
8 two areas. If you like I can show it to you on the picture.

9 Q No. I'm asking you is this line marking the boundary
10 lines; is that incorrect?

11 A It's incorrect.

12 Q Okay. Now, you testified that the 69.87 feet on your
13 plat runs to your mailbox; is that correct? According to
14 the picture, the first picture you showed?

15 A I believe that is true, sir.

16 Q All right.

17 A This is the front of the property which would encompass
18 this -- the mailbox is located on that front part.

19 Q Where is your driveway?

20 A My driveway is over here on the right-hand side.

21 Q Is your mailbox, from your picture, in front of your
22 driveway or behind -- on the other side?

23 A It's on the other side of the driveway.

24 Q Can we show the picture, please?

25 (Ms. Couram steps down from witness stand.)

1 Q All right. Is this your mailbox?

2 A Yes.

3 Q Is this your driveway?

4 A Yes.

5 Q So the mailbox is on the side of the driveway closest
6 to the Hooker's property; is that correct?

7 A No. The mailbox is way on the other side.

8 Q I'm asking you is your mailbox on the side closest to
9 the Hooker's property from your driveway?

10 A My mailbox is way on the other end near the right-hand
11 side of my property.

12 Q But it's not on the other side of your driveway?

13 A No --

14 Q I'm asking you is it on the side of the driveway that's
15 closest to the Hooker's property?

16 A I wouldn't say that. I wouldn't say that it's closer
17 to their property.

18 (Ms. Couram returns to the witness stand.)

19 MR. BROWN: You can cut on the light, please.

20 That's all the questions I have. Please answer any
21 questions Mr. Fair may have.

22 THE COURT: Mr. Fair, any questions?

23 MR. FAIR: Yes, Your Honor.

24 GLENDA COURAM - CROSS-EXAMINATION

25 BY MR. FAIR:

1 Q Ms. Couram, on June 17, 2006, we went to court, right?

2 A 2005, I believe.

3 Q Huh?

4 A I believe it was 2005.

5 Q We still went to court on these same issues, did we
6 not?

7 A No, sir, we did not?

8 Q Your property line?

9 A No, sir, we did not.

10 Q You said you had damage to your property?

11 A Yes, sir. That's what we went to court about damage to
12 property. Yes, sir.

13 Q You also sued me for trespassing on your property?

14 A No, sir. I did not.

15 Q What was the findings in that case?

16 A The court found that you did not cause damage.

17 Q I did everything, Ms. Couram, by the law when I
18 developed that park. I know you were upset, but that park
19 got developed, but --

20 THE COURT: You have to ask a question. You can't give
21 a speech.

22 MR. FAIR: Oh, I'm sorry.

23 BY MR. FAIR:

24 Q -- but when this case, since that court date, have you
25 seen or talked to me?

1 A Yes. Well, I didn't talk to you but I've seen you.

2 Q In court, right?

3 A No. Not unless you were in court with Time Warner.

4 Q Where did you see me?

5 A When I called the police on you and Mr. Reibold.

6 Q For standing in his backyard?

7 A Watching me. Yes.

8 Q Where I was explaining to him what those property lines
9 were.

10 A Okay.

11 Q So trying to help you to keep him from infringing upon
12 his property, right?

13 A I don't know. I wasn't privy to your conversation with
14 him.

15 Q Other than that, have you had any conversations with
16 me?

17 A With you? No, sir.

18 Q Have you seen me on your property?

19 A No, sir.

20 Q Have you even seen me down there around Mr. Hooker or
21 Mr. Reibold's property?

22 A Not since 2006.

23 Q I just -- I'm not a lawyer, so -- So you say from 2006
24 have I don't anything to you?

25 A Not to my knowledge.

1 MR. FAIR: That's all the questions I have, Your Honor.

2 MS. COURAM: Can I do redirect on myself?

3 THE COURT: Just one second.

4 MS. COURAM: All right.

5 THE COURT: Okay. You have a right to what's called
6 redirect, okay. It has to be responsive to the questions
7 that were asked you by the attorneys and Mr. Fair.

8 You can't -- if it's not responsive to that you can't
9 get into it.

10 Do you understand?

11 MS. COURAM: Okay. Would you let me know if I've done
12 it?

13 THE COURT: No, ma'am. It's not my job to do that. It's
14 the attorneys.

15 MS. COURAM: Okay.

16 GLENDA COURAM - REDIRECT TESTIMONY

17 When I was -- I hope -- I don't think you can see this
18 very well, but when I was being questioned by Mr. Howser I
19 was explaining to him about the references on the plat and
20 how the reference state that on one that Cox and Dinkins
21 looked at the plat, the subdivision plat, the subdivision
22 Phase III, dated 1985, I think, that says, and then they
23 looked at the final subdivision plat of Phase IV, which is
24 my phase on my property, and that was dated 1991. And they
25 looked at the restrictive covenants and they looked at

1 whatever -- they looked at the plat they did for Fair
2 Builders, dated July 12, 2004 and revised September 30,
3 2004.

4 My point is they did not consider my plat when they
5 drew up this --

6 MR. HOWSER: Objection, Your Honor.

7 THE COURT: I sustain the objection.

8 MS. COURAM: Okay. That's what I wanted to bring out.

9 THE COURT: Okay. Thank you, ma'am.

10 MS. COURAM: Can we have this exhibit admitted?

11 THE COURT: Which one is that, please?

12 MS. COURAM: That's the one I just talked about.

13 THE COURT: Would you identify what it is for me?

14 MS. COURAM: Oh. It's the property that has the
15 references on it that was done by Cox and Dinkins.

16 MR. HOWSER: I don't have any objection.

17 THE COURT: Any objection?

18 MR. BROWN: No objections, but no testimony -- I mean, I
19 would object because I would like to know how it's different
20 than Defendant's No. 2?

21 THE COURT: How is it different from Defendant's No. 2
22 if it's another copy of the Cox and Dinkins plat?

23 MS. COURAM: It could be. They could have the same
24 information on it. Yes, it's on there. It's bigger.

25 THE COURT: Okay. So you don't need to -- that's just a

1 duplicate?

2 MS. COURAM: Right.

3 THE COURT: I'll sustain the objection.

4 All right. Ms. Couram, would you call your next
5 witness, please, ma'am?

6 MS. COURAM: (No response.)

7 THE COURT: Do you have any other witnesses?

8 MS. COURAM: No.

9 THE COURT: You have no witnesses, so that is your case?

10 MS. COURAM: As far as the other two that we discussed
11 earlier that I wanted to call back?

12 THE COURT: Well, in your case in chief I'm not going to
13 allow you to recall those at this point.

14 MS. COURAM: Okay. Then that's all I have.

15 THE COURT: Okay. Thank you, ma'am.

16 All right. Madam Forelady and ladies and gentlemen of
17 the jury, the plaintiff, in the terms of lawyers, has rested
18 her side of the case. In other words, she has presented the
19 evidence she is going to present as far as her claims in
20 this matter. What that means is at this juncture I have
21 several administrative matters I have to take up, which
22 would be improper to do in your presence. So I'm going to
23 go ahead and call a lunch break.

24 I will anticipate that we probably will be -- if you
25 would be back in your jury room at 1:45 we will resume the

1 case at that time, okay?

2 I'll remind you to not speak among yourselves or with
3 anybody about the case.

4 (Jury out for lunch at 12:15 p.m.)

5 THE COURT: All right. Mr. Howser any motions?

6 MR. HOWSER: I do have motions, Your Honor.

7 THE COURT: Okay. Okay. I want to -- here's the causes
8 of action and just so we can keep the record orderly and I'm
9 not smart enough to do otherwise. The causes of action that
10 have been asserted by the plaintiff are: Trespass; slander
11 of title; intentional infliction of emotional distress;
12 nuisance; invasion of privacy; and civil conspiracy.

13 As far as trespass, it would only be a civil trespass.
14 I grant the motion as to the criminal trespass because
15 there's not a proper cause of action for that, but I will
16 assume at this stage for the purposes for my lack of ruling
17 earlier that this is a renewal of summary judgment and a
18 directed verdict motion for the record, right?

19 MR. HOWSER: If Your Honor please, may I first address
20 the nuisance and invasion of privacy. In a sense, if you'll
21 look at the way the pleadings are captioned, those are not
22 alleged against Cox and Dinkins and Don Rawls. I'll be glad
23 to hand Your Honor --

24 THE COURT: The invasion of privacy, there's been
25 absolutely zero testimony about invasion of privacy by any

1 defendant in this matter.

2 I have a different charges in here. The elements to
3 invasion of privacy is unwarranted. Appropriation or
4 exploitation of somebody's personality or publicizing their
5 private affairs, which the public has a legitimate concern
6 for, the wrongful intrusion into their private activities in
7 such a manner as to outrage or cause mental suffering,
8 shame, humiliation, etcetera, etcetera. There's been zero
9 evidence as to that to any defendant and I grant your motion
10 for directed verdict as to -- I'm going to grant it as to
11 every defendant in this matter, which there is no need for
12 argument on that.

13 As to nuisance, --

14 MR. HOWSER: Your Honor, it's on Page 10 of the re-file
15 complaint. It just says, for a third cause of action
16 continuing nuisance, defendants Reibold and Hooker.

17 THE COURT: Ms. Couram, didn't you testify that you were
18 really looking at -- the continued nuisance being as to the
19 Hooker and Reibold?

20 MS. COURAM: Mr. Hooker, Reibold and Fair.

21 THE COURT: Fair. Okay, but there's no allegation of
22 nuisance as to Cox and Dinkins?

23 MS. COURAM: Sorry, I was looking for my information on
24 nuisance.

25 THE COURT: Ma'am?

1 MS. COURAM: I was looking for my information on
2 nuisance.

3 THE COURT: Well, it's unreasonable interference with
4 the use and enjoyment of the land, proximate causation of
5 the interference by the defendant.

6 MS. COURAM: Say that again, please?

7 THE COURT: Unreasonable interference with the use and
8 enjoyment of the land, proximate causation of the
9 interference by the defendant.

10 MS. COURAM: No, I don't drop the charge against that?

11 THE COURT: Ma'am?

12 MS. COURAM: No.

13 THE COURT: Okay. So you are -- you agree that there's
14 no claim against Cox and Dinkins as that?

15 MS. COURAM: No, I don't agree.

16 THE COURT: You don't agree.

17 MS. COURAM: I agree there's a claim against them.

18 THE COURT: Okay. Go ahead, I'll hear you on that,
19 please?

20 MR. HOWSER: Your Honor, if you'll look at -- first of
21 all, we'd move for a directed verdict as to the continuing
22 nuisance claim. First of all, that if you look at the
23 pleadings, as well as our answer, the continuing nuisance is
24 alleged against Mr. Reibold and Mr. Hooker, only. I direct
25 Your Honor to Page 10 of the re-file amended complaint,

1 which I can hand to you if Your Honor would be so inclined.
2 You're not asking for a judgment on the pleadings, right?
3 You're talking about your testimony in this trial, right?

4 MR. HOWSER: What I'm saying is it's not a cause of
5 action asserted against them.

6 THE COURT: Well --

7 MR. HOWSER: Assuming that it is --

8 THE COURT: Assuming that there is, tell me --

9 MR. HOWSER: -- we would move for directed verdict on
10 the nuisance claim in that there's been no testimony that
11 Cox and Dinkins or Don Rawls did any act which would
12 constitute actionable nuisance against the plaintiff. There
13 was simply, without -- regarding them to simply doing a
14 survey and that that survey, in and of itself, create a
15 nuisance.

16 THE COURT: Okay.

17 All right, Ms. Couram, I'll be glad to hear you on
18 that?

19 MS. COURAM: A nuisance is -- I'm sorry. A nuisance is
20 considered -- interference with the physical appearance of
21 the land which can include destruction of property and so
22 forth. I don't know if they destroyed the property, I
23 haven't seen. And that -- examples would be interfering
24 with the comfort, convenience or the health of the occupant.
25 They also may disturb a person's mental tranquility.

1 So I would not agree to dismiss that because but for
2 Cox and Dinkins this entire matter would not be before this
3 court.

4 THE COURT: And that's based on your assertion that they
5 placed an iron pin 15 feet on your side of the property
6 line?

7 MS. COURAM: They placed one -- they placed at least --

8 THE COURT: Yes, or no?

9 MS. COURAM: -- two pins.

10 THE COURT: So they placed two pins 15 feet within your
11 property?

12 MS. COURAM: No, one pin is on the property line going
13 down. It says new in parenthesis. The other one is old,
14 where it says old parenthesis.

15 And as we testified, I don't know if they did that.
16 All I know it was not on my plat until -- didn't show until
17 2004.

18 THE COURT: Well, let me say this, I'm granting your
19 motion as to nuisance. There's been absolute zero testimony
20 that's credible or that would be something that would be
21 proper that would establish that Cox or Dinkins placed any
22 type of pin or rebar or otherwise on the interior of
23 plaintiff's lot. There's been absolutely no showing of
24 that. No credible evidence. Defendant's Exhibit No. 2
25 does not stand for the proposition that the plaintiff

1 contends that it does. It stands for the proposition that
2 there is a frontage on her property of 69.86 feet. That's
3 what it says. There's been no -- by her own admission the
4 plaintiff admits that she didn't see Cox and Dinkins do
5 anything and her contentions are based on her lack of
6 understanding of what Defendant's Exhibit No. 2 actually is
7 showing.

8 Therefore, I'm granting your motion as to nuisance, as
9 well as, invasion of privacy.

10 Okay, sir, go to the next one.

11 MR. HOWSER: If Your Honor please, on behalf of
12 defendants Cox and Dinkins and Don Rawls we move for a
13 directed verdict on the claim for intentional infliction of
14 emotional distress, which is also known as a tort of
15 outrage, on the grounds that on the evidence presented and
16 interpreted in the light most favorable to the plaintiff,
17 the plaintiff fails to establish that these defendants
18 intentionally or recklessly inflicted severe emotional
19 distress or such conduct was certain or substantially
20 certain to cause such distress, that second, the defendants
21 conduct was not so extreme or she has failed to prove that
22 the defendants conduct was so extreme or outrageous as to
23 exceed all possible bounds of decency and would be regarded
24 as atrocious and intolerable in a civilized society and or
25 she has failed to establish that the actions of these

1 defendants caused the plaintiff's emotional distress and or
2 she has failed to establish the emotional distress suffered
3 by the plaintiff was severe so that no reasonable person
4 could be expected to endure it.

5 On behalf of defendant Cox and Dinkins, we also move
6 for directed verdict on the plaintiff's claim for
7 intentional infliction of emotional distress on the grounds
8 that the law limits claims of intentional⁹⁸ infliction to
9 egregious conduct toward plaintiff proximately caused by a
10 defendant.

11 There's been no evidence here that such egregious
12 conduct occurred or was caused by the defendants Cox and
13 Dinkins and I would point out that under the Ford verses
14 Hudson and succeeding cases the tort of intentional
15 infliction of emotional distress must pass muster with court
16 before it's even allowed to be considered by the jury. So
17 it's almost a screening test of that.

18 So we would move for directed verdict on that grounds.

19 THE COURT: Okay.

20 Ms. Couram?

21 MS. COURAM: Sir, if it had not been for the defendants
22 survey these issues would not have occurred and I would not
23 have been suffering for the last 10 plus years at the hands
24 of the defendants and the people that purchased that
25 property on Toucan Way. They legitimized a rebar that told

1 these people that they had a legal right to come onto my
2 property and do whatever they wanted and do whatever they
3 wanted whether I was home or not. They never asked me to be
4 on my property. They came onto the property and located a
5 rebar that was not on any plat until 2004, which means that
6 they had to come onto my property, find that rebar that they
7 shouldn't even have known existed, because it's not on
8 anybody's plat. But for that survey, this would -- these
9 things would not be occurring. I would not be -- have
10 suffered these last 10 plus years because the defendants --
11 that was part of Toucan Way.

12 So I cannot see how Cox and Dinkins or Mr. Rawls, as
13 they were the ones that signed these documents that
14 legitimized that rebar and gave these people a license to do
15 what they wanted, and that was to harass and interfere with
16 my enjoyment of life, and that's what they've done for the
17 last 10 years, and I can't see why that is not outrageous
18 conduct on their part, because that surveyor -- they are
19 supposed to prevent things like this. That's why we pay
20 them to prevent things like this. I had to have another
21 survey done on my property because of what they did.

22 So but for them. They're the catalyst, they began it
23 and if it had not been for them not doing their job as
24 they're licensed to do, I wouldn't have been -- this -- all
25 this would not have happened to me. I've suffered for the

1 last 10 plus years because of this.

2 THE COURT: Okay. Let me say this, I find that the
3 alleged conduct complained of would not amount to the type
4 of conduct that is envisioned by the cause of action,
5 intentional infliction of emotional distress, the conduct
6 being as alleged against Cox and Dinkins that they allegedly
7 placed a rebar pin or pins on the plaintiff's property
8 thereby depriving her of the alleged use of that property
9 and allowing the other defendants to come onto her property
10 and make her life miserable and cause a problem.

11 It doesn't rise to the level of the kind of conduct
12 that is necessary for that cause of action to go forward.

13 Furthermore, there has been absolutely no medical
14 testimony, whatsoever, that there has been any type of
15 emotional distress suffered by you much less proximately
16 caused by anything that occurred out there. You did testify
17 that you panic attacks, but there was no medical testimony
18 that proved a proximate causation of the panic attacks based
19 on any conduct that is alleged occurred in this trial.

20 ~~★~~ Furthermore, I have previously found that the survey --
21 there has been no proper showing of any problems with the
22 survey that was performed by Cox and Dinkins in 2004, and
23 that your interpretation in what that survey reflects is not
24 correct in that in order for you to go forward you would
25 have had to have either expertise yourself in surveying or

1 you would have to have an expert witness to come for you to
2 testify as to how they allegedly deviated, but the testimony
3 you have is not competent to establish there is anything
4 wrong with that plat, whatsoever. X

5 That's going to be my ruling. So I grant the motion as
6 to intention infliction of emotional distress and that would
7 apply to all defendants, okay.

8 That leaves us --

9 MR. HOWSER: With slander of title.

10 THE COURT: Okay.

11 MR. HOWSER: And on behalf of defendants, Cox and
12 Dinkins and Don Rawls, we move for directed verdict on the
13 claim of plaintiff for slander of title or defamation on the
14 grounds under the evidence presented interpreted in the
15 light most favorable to the plaintiff, that evidence fails
16 to establish that these defendants published, with malice, a
17 false statement that was derogatory to the plaintiff's title
18 that caused special damage and resulted in diminished value
19 of her property.

20 For the sake of not trying to argue it, but saying it's
21 just no evidence here, for example, of any malice involved
22 and that is an essential element of the claim. There is no
23 competent evidence that Cox and Dinkins issued a false
24 statement regarding the title of the plaintiff. *public*

25 So she has just failed to establish the elements of

1 slander of title.

2 THE COURT: Ms. Couram?

3 MS. COURAM: Under Jackson, to maintain a claim for
4 standards of slander of title the plaintiff must establish a
5 publication that that survey was publicized, was published
6 with malice, the false statement that is derogatory to
7 plaintiff's title and causes special damages as a result of
8 diminished value of the property in the eyes of a third
9 party.

10 THE COURT: What would be the malice involved in this
11 case?

12 MS. COURAM: The malice -- one moment, please.

13 Actual malice can mean the defendant acted recklessly
14 or wantonly or with conscious disregard for the rights of
15 the plaintiff.

16 The defendants did not even look at my plat. They did
17 not look at my deed. They did not look at anything related
18 to Carolina Water Service. They looked at plats that had
19 nothing to do with my property. They changed the numbers.
20 They have the number of 81.39-something going left -- from
21 right to left down my property. My plat says 84.2-
22 something. And if they had looked at my plat and seen that,
23 then again, they published false information. They
24 published information that was not legitimate because they
25 did not look at my plat. And my plat does not have a rebar

1 on it, which means that they went in, they located a rebar
2 and they legitimized a rebar that is not on my plat. And I
3 don't have to be an expert to look at my plat and see that
4 there is no rebar in that 15 feet, but they legitimized that
5 information and I have to pay to have all that fixed. I
6 have to go in -- I have to have a re-survey done. And I
7 have to legitimize my property, have those -- have that
8 rebar removed, have all that information removed in order to
9 be able to refinance my house. Otherwise, I am stuck,
10 because my property is up in the air.

11 THE COURT: All right. First, I'm not going to
12 recognize the refinance or the other -- you didn't present
13 any evidence to that. That's your burden of proof. So your
14 argument carries no weight, although, even if that were true
15 it's your burden to bring it here before the Court and the
16 allegations are insufficient after the fact. So that is not
17 a consideration.

18 *I am granting the motion as to Cox and Dinkins.
19 There's been no establishment of malice. In addition,
20 there's been no evidence of a false publication.

21 Again, this stems from my finding that there's no
22 competent evidence presented by the plaintiff in this matter
23 that the plat was established as drafted by Cox and Dinkins
24 in 2004, that anything other than the property, state the
25 boundaries, other than her interpretation that the frontage

1 of her property that shows it being 69.87 feet is a actual
2 showing where they came in and encroached 15 feet on her
3 property.

4 MS. COURAM: Sir, may I look at --

5 THE COURT: No, ma'am. You may not. You may not. I
6 will give you an explanation in a minute, but you may not
7 interrupt me, again, okay.

8 Now, and that will be the ruling. I am granted the
9 motion as to that.

10 Now, to answer your question, Ms. Couram. I'm going to
11 give you an opportunity to state your objections on the
12 record and that's why at the end of this process I'm going
13 to let you do that, but don't interrupt me again, okay.

14 Okay? Give me a response, please. Okay?

15 MS. COURAM: I have repeatedly tried to explain to the
16 Court that this lawsuit has nothing to do with the front
17 side of my property.

18 The defendants did not go on the front side of my
19 property, they went on the left-hand side --

20 THE COURT: I'm not asking for your argument. I don't
21 want to have that argument now. I'm going to let you object
22 in just a minute.

23 I'm asking you, do you understand about not
24 interrupting me when I'm ruling, do you understand that?

25 MS. COURAM: I thought I responded. Yes.

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1 THE COURT: Okay. Well, then you just misunderstood,
2 but you have a seat, and we'll let you respond at the end.

3 Okay. Now, that brings us up to trespass or
4 conspiracy.

5 MR. HOWSER: Yes, sir, Your Honor. On behalf of the
6 defendants, Cox and Dinkins, we would move for a directed
7 verdict on the claim of the plaintiff on continuing trespass
8 and that there's no evidence presented by the plaintiff that
9 these defendants, in fact, trespassed upon the property of
10 the plaintiff.

11 What we have is her own admission that if there are
12 corner stakes that each owner of the adjoining property has
13 equal right to that pin. And she had no personal knowledge
14 of any surveying done by Cox and Dinkins, no personal
15 knowledge of anyone entering her property, that is, Mr.
16 Rawls or Cox and Dinkins entering her property.

17 There just is absolutely no evidence that Cox and
18 Dinkins committed a trespass that proximately resulted in
19 any injuries to the plaintiff, and we move for directed
20 verdict on that basis.

21 THE COURT: Ms. Couram, I'll be glad to hear from you.

22 MS. COURAM: I have nothing to say, sir.

23 THE COURT: Okay.

24 As to the trespass, I'll grant your motion.

25 Further, as to your summary judgment, this claim would

1 be barred by statute of limitations because it occurred in
2 2004. And there has been no proof. I mean if there were
3 actually proof or competent proof or at least a question of
4 fact to determine whether rebar was placed within the
5 interior of her property, then that would likely constitute
6 a continuing trespass, but there has been no evidence of
7 that that I find to be competent. So there's no evidence of
8 trespass.

9 As to conspiracy, I'm going to grant your motion as to
10 conspiracy. There's nothing that has been established that
11 Cox and Dinkins did anything other than to prepare a plat.
12 There has been no evidence that there has been a deviation
13 of the standards that is required of surveyors and there's
14 just been some allegations that want to establish the rebar,
15 but in my interpretation does not.

16 Now, Ms. Couram, I'll be glad to hear from you as to
17 your objections to my ruling or any response to my ruling.

18 MS. COURAM: I have nothing to say, sir.

19 THE COURT: Okay.

20 Now, I will note to the record that you object to my
21 rulings on all counts, okay.

22 MS. COURAM: Okay.

23 ~~A~~ THE COURT: Now, what that does was Cox and Dinkins are
24 no longer parties to this suit. If there are any witnesses
25 that are necessary for this case, then I'm going to ask them

1 -- I'm not going to release them from their subpoena or I
2 ask that they remain here. Okay.

3 Now, Mr. Brown, I'll be glad to hear from you.

4 MR. BROWN: Yes, Your Honor.

5 If I go in order, the intentional emotional distress as
6 to --

7 THE COURT: I've already granted that as to all.

8 MR. BROWN: All right.

9 On the second cause of action, slander of title and
10 defamation.

11 Your Honor, the neighbors, Mr. and Ms. Hooker and Mr.
12 and Ms. Reibold would ask for a directed verdict on that
13 ground. There's been no evidence put forth by Ms. Couram
14 that any of these defendants have even published a false
15 statement.

16 THE COURT: Okay.

17 Ms. Couram?

18 MS. COURAM: My understanding of false statement is when
19 they published it to the police officers, they told them
20 that the property belonged to them and it doesn't belong to
21 them. And the evidence proved that it doesn't belong to
22 them.

23 THE COURT: All right.

24 I'm going to grant the motion as to slander of title
25 and as to the Hookers and the Reibolds. That would be

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1 slander, intentional infliction of emotional distress.

2 MR. BROWN: Your Honor, as far as the third cause of
3 action brought by Ms. Couram for a continuing nuisance.

4 The evidence has come out that Mr. Hooker allegedly
5 found a rebar, he marked that rebar, and Ms. Couram
6 testified it's certainly within his right to need to
7 determine if that's his rebar or that's the corner pin on
8 the property.

9 There's been no evidence against Mr. Hooker, or for
10 that matter, Ms. Hooker, that either one of them caused an
11 unreasonable interference with the use and enjoyment of Ms.
12 Couram's land by herself. There's been no evidence that
13 that the location of that rebar that Mr. Hooker found was
14 the proximate cause of nuisance by her.

15 THE COURT: All right.

16 MR. BROWN: Your Honor, can I -- do you want me to go --

17 THE COURT: I'm going to do it the way I'm doing it
18 right now.

19 MR. BROWN: Do you want me to wait for Ms. Couram on the
20 Hookers and --

21 THE COURT: If you'll follow suit then you'll --

22 MR. BROWN: All right. Okay.

23 THE COURT: Ms. Couram, as to the nuisance by the
24 Hookers and the Reibolds, please, ma'am?

25 MS. COURAM: I've presented insurmountable amount of

1 evidence that the Hookers have been a nuisance to me. The
2 Reibolds have been a nuisance. They have been in my life
3 since 2006. They have come onto my property. They have
4 destroyed my property. I have shown you pictures of it.
5 I've shown you pictures of him standing beside his fence
6 where they had removed the rebar. I have done -- I've shown
7 you everything that is necessary to prove a trespass by
8 these --

9 THE COURT: Well, we're talking about nuisance right
10 now.

11 MS. COURAM: -- nuisance by these defendants. I haven't
12 been safe, felt safe in my house since 2010 because of the
13 defendants.

14 THE COURT: Okay. I'm going to deny your motion as to
15 nuisance. I don't know that I will let it go to the jury,
16 but at this point in time I want to hear further information
17 on that, so I'm going to deny your motion on nuisance to
18 both Hookers and Reibolds, okay.

19 Invasion of privacy has been granted to all defendants.
20 That is granted, there's no need to argue that.

21 Go ahead and address conspiracy, please, sir.

22 MR. BROWN: Your Honor, the only evidence that Ms.
23 Couram has presented that any of the Hookers and Reibolds
24 have conspired, two or more persons, to injure her is she
25 testified she witnessed a conversation between Mr. Hooker,

1 Mr. Reibold and Officer Creech. She was not privy to that
2 conversation. She testified that they stood there for 40
3 minutes talking. She's also presented no evidence about how
4 many meetings between the Hookers, the Reibolds, and anybody
5 else has caused any special damages with anybody.

6 The only evidence she has presented, again, is Mr.
7 Hooker and Mr. Reibold talked with Officer Creech after she
8 called Officer Creech to the location.

9 THE COURT: What facts have you presented, Ms. Couram,
10 as to your claim of conspiracy as to the Hookers and the
11 Reibolds?

12 MS. COURAM: Civil conspiracy is two or more people
13 conspiring together to --

14 THE COURT: I understand what that is. I want you to
15 tell me what facts are in the record to maintain that cause
16 of action or make it a question of fact for the jury to
17 consider.

18 Just for your information, at this stage, what I do is
19 view the facts most favorably to you. And if there's a
20 question of fact that the jury needs to consider, they need
21 to resolve, then it's submitted to the jury. It's only
22 capable of one inference. And if it's such that it's a
23 matter of law and I can grant the directed verdict then
24 that's what I should do.

25 So I'm asking you, at this point, what facts are there

1 in evidence as to the conspiracy with regard to the Hookers
2 and the Reibolds that would allow me make it a question of
3 facts so the jury can make that decision.

4 MS. COURAM: They conspired to relieve me of the 20 feet
5 of property. They trespassed. They worked together. They
6 were two or more people that got together to deprive me of
7 that property.

8 THE COURT: Well, let me ask you this, isn't the basis
9 of your claim, doesn't it stem, whether you agree with my
10 assessment or not, and I know you don't, but from
11 Defendant's Exhibit No. 2, the Cox and Dinkins plat?

12 MS. COURAM: I'm sorry?

13 THE COURT: Doesn't your allegations about the people
14 trying to take property from you stem from the 2004 Cox and
15 Dinkins plat where in that plat you allege the rebar appears
16 for the first time where it never appeared prior to that?

17 So isn't that the basis of what your claim is that this
18 is your property and everything else kind of stems from
19 that?

20 MS. COURAM: No, sir. It stems from 2010, when the
21 Reibolds and the Hookers came together as one to steal 20
22 feet from my property.

23 THE COURT: Okay. What facts are there, based on your
24 case that you presented that is in the record for the jury
25 to make that determination as a factual issue?

1 MS. COURAM: The police report where they both
2 identified the fact that the property was theirs.

3 THE COURT: Okay.

4 MS. COURAM: They said that property was theirs. They
5 said because it was theirs they can do whatever they wanted
6 to. So they -- and they continued to trespass, they
7 continued to cut the property -- to cut the trees down,
8 continued to do whatever they wanted. They conspired as one
9 to cause damage to me and my property. That is a civil
10 conspiracy. That's two or more people getting together,
11 conspiring, and causing special damages.

12 I have to replace the trees that they tore down. I
13 have to get a new survey done because of what they did. In
14 order to get my 15 feet off, removed from their plat so that
15 there's no issue regarding that.

16 THE COURT: Well, there's no damages you presented
17 regarding that during your case.

18 MS. COURAM: I do have damages. We have not finished --

19 THE COURT: Please, please, please. Again, you did not
20 present any evidence as to the cost of replacement of the
21 trees, the cost of a new survey.

22 Now, you have presented evidence of your inconvenience
23 and the problems you've had because of that, but as far as
24 the things you're just referring to you have not presented
25 any evidence of that.

1 MS. COURAM: I didn't know this trial was over. I
2 thought the evidence in my -- as to what they did and what
3 --

4 THE COURT: No.

5 MS. COURAM: -- and what I paid for the trees.

6 THE COURT: No. It's your burden of proof to do, Ms.
7 Couram, and it's your obligation to present your case like
8 somebody else as I told you at the beginning of this case
9 and if you don't do it, then you don't.

10 But -- I'm not allowed to advise you. It's not my
11 role. I'm not allowed to do that.

12 The way I have understood this entire case is that Cox
13 and Dinkins allegedly created a plat that changed the plat
14 that was given to Ms. Couram in '94. Was it '94?

15 MS. COURAM: Yes.

16 THE COURT: And at that point, in 2004, they placed a
17 rebar pin or pins on property that had been previously been
18 deeded to and platted over to Ms. Couram. There is no
19 evidence of that whatsoever in this case, other than the
20 allegations made by the plaintiff and proper interpretation
21 based on Defense Exhibit No. 2. Therefore, any conspiracy
22 to come over this alleged, the cause of problems is based on
23 that, as I understand the property, understand the pleadings
24 in this case.

25 I'm going to grant the motion as to directed verdict as

1 to conspiracy, which will leave us, nuisance is still in and
2 trespass is to be argued.

3 Quite frankly, I'm going to deny your motion as to
4 trespass. I think there are sufficient facts in the record
5 to determine whether or not the Hookers did trespass or the
6 Reibolds did trespass in this case. It's up to a jury to
7 make that determination, okay.

8 ~~*~~So -- and I note your objection and I note your
9 objection for the record, but I think those are questions of
10 fact for the jury.

11 MR. BROWN: Your Honor, I -- thank you for noting my
12 objection. The only other motion I would like to raise
13 would be a directed verdict in the favor of Ms. Hooker and
14 Ms. Reibold as to the entire complaint because no allegation
15 against Ms. Reibold has been brought up at all in this case.
16 And the only allegation that Ms. Couram testified to as to
17 Ms. Hooker was that she sent her a letter simply because she
18 was the listed property owner. There's been no other
19 allegations against these two women.

20 THE COURT: What allegations or proof in this case that
21 have been presented against the female Hooker and Reibold?

22 MS. COURAM: I haven't presented anything.

23 THE COURT: I'm going to grant the motion as to the
24 wives, Ms. Hooker and Ms. Reibold as to the entire
25 complaint.

1 MR. BROWN. Thank you, Your Honor.

2 THE COURT: So that leaves us right now, Mr. Fair,
3 you're next with the nuisance still being part of the case,
4 trespass still being part of the case.

5 Those are the only two causes of action presently
6 existing as to Mr. Reibold and Mr. Hooker and Mr. Fair.

7 I'll be glad to hear from you.

8 MR. FAIR: Your Honor, I'm not sure how to do this.

9 THE COURT: Well, you're going to have to do just like
10 Ms. Couram. You have to either meet the obligation or you
11 don't.

12 MR. FAIR: Do I understand that you dismissed us all
13 from the international infliction --

14 THE COURT: Intentional, yes, sir, as to all defendants.

15 MR. FAIR: Slander of title and defamation, Your Honor,
16 I don't think Ms. Couram can say anything or any testimony
17 about me or my company where I did anything to illegally
18 take her property. I guess that's what that's talking about.

19 THE COURT: What publication do you content that Mr.
20 Fair did as to the -- your property?

21 MS. COURAM: Publication in the Register of Deeds
22 office, sir.

23 THE COURT: Ma'am?

24 MS. COURAM: Register of Deeds office.

25 THE COURT: Would that be the Cox and Dinkins plat?

1 MS. COURAM: Yes, sir.

2 THE COURT: Well, there is certainly a publication but
3 based on my findings Cox and Dinkins plat has not been
4 established to be improper.

5 I'm going to grant your motion for slander of title.

6 As to trespass, I'll be glad to hear from you.

7 MR. FAIR: Again, Your Honor, with Ms. Couram's
8 testimony, I asked her had she seen me since 2006, since we
9 went to court. She said she seen me one time. I was on Mr.
10 Reibold's property. She said she hadn't seen me or talked
11 to me since. So I don't -- I think she failed to prove I
12 trespassed on her.

13 THE COURT: All right. Ms. Couram?

14 MS. COURAM: Again, as I said before, it was Mr. Fair's
15 property, the survey, the survey indicates because of what
16 they did, the signing off on that survey, Cox and Dinkins
17 signed off on that survey and gave these people Reibold and
18 Hooker a license to determine that my property belonged to
19 them and they could do what they want with my property.

20 They are the catalyst, they are the instigators and
21 they gave them permission as testified to by the police
22 officer that they were told, he was told by both that
23 because of the survey done by Cox and Dinkins the property
24 belonged to them.

25 THE COURT: Okay.

1 I'm going to grant the motion as to trespass. I'm
2 going to find that the plaintiff testified that there's been
3 nothing since the suit in 2006, to have any communication
4 with her and that the only time she's seen you since the
5 suit in 2006 was your backyard conversation with Mr. Reibold
6 and Mr. Hooker and the police officer.

7 Again, all this stems from my finding that there's been
8 no showing that the Cox and Dinkins plat is somehow ?
9 improper, okay.

10 As to nuisance?

11 MR. FAIR: Again, being a nuisance, I'd have to be
12 around her, Your Honor, and, again, she has failed where she
13 testified that I haven't been around her. I haven't been on
14 her property. I haven't drove around that property. I
15 haven't talked to her. I don't write to her. She testified
16 to all that. So I don't know how I can be a nuisance to
17 her.

18 THE COURT: Well, let me just say this. I agree with
19 you.

20 Ms. Couram, let me just say this for you and you
21 correct me. Your main complaint about him is creating this
22 deed which started this whole tailspin, in effect, in 2004;
23 do you agree with that?

24 MS. COURAM: I agree that they -- yes --

25 THE COURT: I know you don't agree with my assessment of

1 it, but do you agree that's kind of the genesis of when all
2 this occurred?

3 MS. COURAM: Yes, and also, sir, I'd like a ruling on
4 the failure, his failure to elect to reply to my --

5 THE COURT: I'll deny that motion. You sent -- you gave
6 me a certified letter that was unclaimed and it was sent
7 back to you by this gentleman and it was not served by a
8 process server or by affidavit of service. I have no
9 evidence of that. You just gave me a certified, where it
10 was attempted but it was sent back to you.

11 So without any further evidence I am denying that
12 motion.

13 Nuisance is granted. Okay. Conspiracy?

14 MR. FAIR: Well, again, Your Honor, I -- I haven't -- as
15 far as Cox and Dinkins or anybody else or anybody in the
16 County of Lexington through all the process of processing
17 that land, developing that land. It has to go through a lot
18 of steps to develop land. It has to go through a surveyor,
19 then it has to go through the county, the building
20 department, then the County of Lexington, water and it's
21 just so many government agencies you have to go to and I
22 haven't conspired with nobody to take anything from Ms.
23 Couram. And as the plat showed and the rebar pins will show
24 nothing has been taken from her.

25 THE COURT: Okay.

1 Ms. Couram, who do you contend that Mr. Fair conspired
2 with?

3 MS. COURAM: Cox and Dinkins, sir.

4 THE COURT: Cox and Dinkins, okay.

5 I'm going to grant the motion on conspiracy, which will
6 be as to all causes of action and Mr. Fair.

7 I'm going to ask that you not go in case you're needed
8 for testimony for the remainder of this case, unless the
9 plaintiff or the remaining defendants are okay with you
10 being excused, okay.

11 If you have any witnesses here on your behalf, I'm
12 going to ask the same thing.

13 Ms. Couram, as to Mr. Fair, I know you object to my
14 ruling in all regards, but as to Mr. Fair, do you have any
15 objection to him being relieved -- I mean, dismissed from
16 this case as far as letting him go or do you have any need
17 for him to stick around and give testimony?

18 MS. COURAM: At this point, I don't know so I want him
19 to stay.

20 THE COURT: Ma'am?

21 MS. COURAM: At this point, I don't know. I prefer him
22 to stay.

23 THE COURT: And any testimony would have to go towards
24 nuisance or trespass based on my prior rulings.

25 Are you aware of anything that he may add to trespass

1 or nuisance?

2 MS. COURAM: Yes, I believe so.

3 THE COURT: Okay. I'm going to ask you to stay.

4 Now, do you have any witnesses here, Mr. Howser?

5 MR. HOWSER: I have Don Rawls and I have Larry Smith who
6 is a surveyor.

7 THE COURT: Okay. For the record, Ms. Couram, with
8 regard to the issues of trespass or nuisance and subject to
9 your objection, do you have any need for Mr. Rawls or Mr.
10 Smith to remain here?

11 MS. COURAM: Mr. Rawls, but not Mr. Smith.

12 THE COURT: Mr. Rawls, but not Mr. Smith.

13 Did you ask Mr. Smith to remain?

14 MR. BROWN: No, Your Honor. Mr. Smith may go.

15 THE COURT: Are you sure?

16 MR. BROWN: I'm positive.

17 THE COURT: Okay. Mr. Smith, where are you?

18 (Mr. Smith identifies himself to the Court.)

19 You are welcome to stick around, but you are excused
20 from any further participation, if that's what you want to
21 do.

22 MR. SMITH: Thank you, Your Honor.

23 MR. HOWSER: And Your Honor I have under subpoena who
24 could not be here today, if it went into tomorrow in my
25 case, I have Ron Fisher, but he's on vacation and is coming

1 back for this trial. I need to know if I can release him
2 from this subpoena?

3 THE COURT: Yes, sir, you can release him.

4 That doesn't mean any other party can't subpoena him,
5 but as far as your client is concerned you may release him.

6 MR. HOWSER: All right.

7 THE COURT: Anything further from the plaintiff?

8 I note your objection, but other than that?

9 MS. COURAM: No.

10 THE COURT: Okay.

11 MR. HOWSER: Your Honor, I understand all your rulings,
12 but for the purpose of the record, I don't know where this
13 may be going, but may I state --

14 THE COURT: Sure.

15 MR. HOWSER: -- with regard to conspiracy a couple of
16 things.

17 I would also, as an additional sustaining ground, so to
18 speak, move for directed verdict on the grounds that under
19 the allegations of the complaint the conspiracy claim fails
20 to state a cause of action because the party is not entitled
21 to recover from an alleged conspiracy where the particular
22 act charged as an alleged conspiracy are the same as those
23 relied on for the tortuous wrong act or wrong.

24 I'd also move for directed verdict on the conspiracy
25 claim on the basis there's been a prior ruling of the Court

1 with regard to that and that that would be the law of the
2 case and as to all of the causes of the action I would move
3 for a directed verdict on the grounds that they were barred
4 by the prior action.

5 THE COURT: Prior ruling, are you talking about the
6 magistrate court case?

7 MR. HOWSER: No, sir. I think there's a ruling by Judge
8 McMahon that dismissed that conspiracy claim.

9 THE COURT: Based on what motion?

10 MR. HOWSER: I think it was a motion to dismiss.

11 MR. BROWN: I believe it was a motion to dismiss. Yes.

12 THE COURT: Based on that prior ruling --

13 MR. HOWSER: I think --

14 THE COURT: I don't think that would be appropriate.
15 She could immediately appeal it.

16 MR. HOWSER: I just wanted to state those for the
17 record.

18 THE COURT: I will sustain you on -- with the other as
19 being consistent in the other causes, the other cause of
20 action.

21 Anything further, Mr. Brown?

22 MR. BROWN: Nothing further, Your Honor.

23 THE COURT: Okay.

24 Mr. Fair, anything further?

25 MR. FAIR: No, Your Honor.

1 THE COURT: Okay.

2 Now, Ms. Couram, you stood up. I'd like to hear from
3 you.

4 MS. COURAM: I was just going to stand up and say that
5 Mr. -- that's incorrect because there's an order allowing
6 the amending of the complaint by Judge McMahon. It did not
7 allow the --

8 THE COURT: The dismissal.

9 MS. COURAM: -- the dismissal for the civil conspiracy
10 claim.

11 THE COURT: I denied it based on those basis anyway.

12 All right. Anything further from you before we break
13 for lunch?

14 MS. COURAM: No, sir.

15 THE COURT: All right. We'll be in recess until -- did I
16 say 1:45? Okay, you need to hustle and bustle and get it
17 done.

18 MR. BROWN: Thank you, Your Honor.

19 (Court in recess for lunch.)

20 (Court in session after lunch.)

21 THE COURT: Mr. Brown, is the defense ready to proceed
22 with its side of the case?

23 MR. BROWN: Yes, Your Honor, the defense is ready.

24 THE COURT: Okay. Ms. Couram is the plaintiff ready to
25 proceed with the defense side of the case?

1 MS. COURAM: Yes.

2 THE COURT: Would you bring the jury in, please.

3 (Jury in at 1:50 p.m.)

4 DEFENDANTS CASE IN CHIEF

5 THE COURT: All right. Mr. Brown, are you ready to
6 proceed with the presentation of your witnesses?

7 MR. BROWN: We are ready to proceed, Your Honor.

8 THE COURT: May it please the Court, the defense would
9 present Christopher Hooker.

10 THE CLERK: Place your left hand on the Bible and raise
11 your right.

12 (WHEREUPON, Christopher Hooker was
13 sworn to tell the truth.)

14 THE COURT: Have a seat and state your name for the
15 record, please.

16 MR. BROWN: State your name for the record.

17 MR. HOOKER: Christopher Eugene Hooker.

18 MR. BROWN: Does Madam Clerk need Mr. Hooker to spell
19 his last name?

20 THE CLERK: No, sir.

21 MR. BROWN: All right. We will proceed.

22 CHRISTOPHER HOOKER - DIRECT EXAMINATION

23 BY MR. BROWN:

24 Q Mr. Hooker, what is your occupation?

25 A I am in landscaping.

1 Q Do you have any other hobbies or professions?

2 A Yes, sir. I coach soccer.

3 Q And what age group do you coach soccer?

4 A Ages 6 to 14.

5 Q What county do you reside in now?

6 A Lexington County.

7 Q You've heard testimony from Ms. Couram, did you live
8 previously at 122 Toucan Way?

9 A Yes, sir.

10 Q What county is that in?

11 A That's in Lexington County, as well.

12 Q How long did you live at 122 Toucan Way?

13 A From 2005 to just last June, so 2012.

14 Q Are you married?

15 A Yes, sir.

16 Q Do you have any children?

17 A Yes, sir.

18 Q How many children do you have now?

19 A I have three.

20 Q How old are they?

21 A Six, three and eight months.

22 Q When did you and you wife purchase the home at 122
23 Toucan Way?

24 A We purchased the home in November of 2005.

25 Q Do you own the home at 122 Toucan Way?

1 A Yes, sir. It's actually in my wife's name. Excuse me.

2 Q I want to hand you up a document; can you tell what
3 that document is?

4 A Yes, sir. It's a true certified copy of a deed, the
5 Lexington County Register of Deeds. It was filed 11/4/2005.

6 Q And who is the listed owner of the home?

7 A Sabrina Hooker.

8 MR. BROWN: Your Honor, we'd like to admit this as a
9 defendant's exhibit.

10 THE COURT: Show it to Ms. Couram, please.

11 (Document passed to Ms. Couram.)

12 COURT REPORTER: Defendant's three.

13 THE COURT: Any objections?

14 MS. COURAM: No.

15 THE COURT: Okay. Admitted without objection.

16 (Defendant's Exhibit No. 3, deed,
17 was marked and entered.)

18 COURT REPORTER: Defendant's three, Judge.

19 BY MR. BROWN:

20 Q Pardon me if I go around the wrong way.

21 Mr. Hooker, the deed to your wife for your home at 122
22 Toucan Way, which plat does it refer to?

23 A By Cox and Dinkins.

24 Q What day was that, what is the date of that plat?

25 A Dated June 30, 2004.

1 Q Okay. I'm going to show you Defendant's Exhibit No. 2.
2 Is this representative of that particular survey?

3 A Yes, sir.

4 Q Were you given any indication at closing not to rely on
5 the Cox and Dinkins survey?

6 A No.

7 Q When did you first become aware of a dispute with Ms.
8 Couram?

9 A I would say the summer of 2007.

10 Q What were you doing at that time?

11 A I mowing my grass.

12 Q What did she do?

13 A Well, I was mowing in my backyard and Ms. Couram and
14 kind of flagged me down. I stopped my lawn mower and went
15 over to see what was wrong.

16 Q Now is this the incident where she has testified to
17 that you talked to her in 2007?

18 A Yes, sir.

19 Q What do you recall what happened in that conversation?

20 A She told me or informed me that I was mowing her grass,
21 in which I replied that I was not. If there was any time
22 that I stepped on her property I was just turning the mower
23 around. It was a push mower.

24 Q Did she offer any proof to support her claim that you
25 were trespassing on her property at that time?

1 A No, sir.

2 Q When was your next contact with Ms. Couram?

3 A Again, the summer of 2010.

4 Q What happened in the summer of 2010 between you and Ms.
5 Couram?

6 A Again, I was in my backyard. I was spraying some
7 chemical on some weeds, you know, onions, stuff growing up
8 that I did not wish to have in my yard. ~~on my wife's~~

9 Q What did she do this time?

10 A Again, she came out of her house, confronted me on her
11 side of the property and told me what I was doing was
12 killing the two Crape Myrtles that were on her yard.

13 Q Did she offer any evidence to back up that claim?

14 A No, sir.

15 Q When did you and your spouse decide to put up a fence
16 in your backyard?

17 A It was always a wish of ours to put up a fence, but
18 basically in 2010.

19 Q Why was it a wish of yours to put up a fence?

20 A At that time our oldest son was turning four years old.
21 As I stated before, I coach soccer and it was my wish for
22 him to play soccer, as well.

23 Q When did you in earnest did you and your wife decide to
24 go ahead and put up a fence?

25 A When we started actually taking action towards it was

1 December of 2010.

2 Q What document did you use to rely -- what document did
3 you rely upon when it came time to build your fence?

4 A The plat provided to me at closing.

5 Q All right. And you have testified it's similar to
6 Defendant's No. 2?

7 A Yes, sir.

8 Q All right. Could you come down, please?

9 (Mr. Hooker steps down from the witness stand.)

10 Q I don't want you to draw on this, Mr. Hooker, but if
11 you can point out. First of all, which of these lots is
12 your property?

13 A The one labeled A.

14 Q Now, how did you go about determining corner pins or
15 how did you determine where you wanted to put your fence?

16 A Well, first like I said, I'm in the business of
17 landscaping. When I mentioned that I wanted to do a fence
18 he came out and helped me. We took, you know, 400 foot tape
19 measure, typical. We located this front pin and we measured
20 all the way back to half-rebar is suggested.

21 Q Okay. Go ahead and sit down. Thank you.

22 (Mr. Hooker returns to the witness stand.)

23 Q When you believed you had located the spot where the
24 pin might be, what did you do next?

25 A Well, first I think I so glad that with these

1 measurements we found the stake with one strike in the
2 ground.

3 Q So you dug?

4 A (We) dug. Took a shovel to locate it. Once we hit what
5 we felt was a solid object we dug out around it just to make
6 sure it wasn't a rock. That has been known to happen before
7 that we found rocks in the front yard. It was a half-inch
8 rebar. To answer your question, my boss went to his truck,
9 retrieved a piece of rubber tubing that we use for, say,
10 drip-line or you know just regular purposes as far as
11 landscaping goes. I then took it and I put it over the
12 rebar.

13 Q Why would you put this tube over the rebar?

14 A For one, just in case rain was to come up. You know, we
15 didn't lose our bearings as to where the rebar was located
16 and would have to go and do the same process again. So we
17 put it in the ground to kind of make sure we had -- an easy
18 way to identify it. But also, you know, for the safety of
19 others. We have kids running around in the neighborhood.
20 We didn't want anybody to fall on it.

21 Q Do you remember what day it was that you located this
22 tube?

23 A Yes, sir. It was Friday, December 10th.

24 Q Now, with regard to the corner pin, were you looking to
25 build your fence along the property line with Ms. Couram or

1 the property line running down along McCaw Lane?

2 A If I'm understanding you correctly, both. Maybe not
3 exactly on the line, but off of the line.

4 Q All right. Why would you want to put it on both sides?

5 A As you can see, as you just pointed out, McCaw Lane
6 runs down the side of our house where it joins up with
7 Toucan Way so that would put us on the corner. As I
8 mentioned before we have a four year old child. At that
9 time my middle child was eight months old, starting to walk
10 and starting to get outside as well. Let's say, perhaps my
11 son and I were kicking the soccer ball in the backyard,
12 wouldn't want the ball to go out in the street, for safety
13 purposes there.

14 Q And along the border with Ms. Couram, why would you
15 want the fence there?

16 A Well, obviously, privacy, but for also, you know, being
17 a good neighbor and not having balls constantly go and hit
18 up against her house or whatever the case may be.

19 Q All right. Go ahead and answer -- I've already asked
20 this, but what day did you find that pin?

21 A Again, it was December 10, 2010, which was a Friday.

22 Q What happened next regarding the corner pin?

23 A Regarding the corner pin, as we have witness from the
24 police officer, he came to the house at her request.

25 Q That would be Officer Creech, who testified yesterday?

1 A Yes, sir, Officer Creech. He did not come until
2 December 15th. To preface all this the police were not
3 called until December 14th, and Officer Barber came out.

4 Q Why were they called on the 14th of December?

5 A I was actually in reference to Mr. Reibold, my
6 neighbor, who was working in his backyard cutting down tree
7 limbs that were for one, hanging over a swing set, that you
8 can see in the picture, I believe. It was hanging over the
9 swing set and, again, clearing out some of his lot.

10 Q They were called out on the 14th for tree cutting?

11 A Correct.

12 Q Then Officer Creech came back on the 15th.

13 A Yes, sir.

14 Q Why did he come back on the 15th, why did he show on
15 the 15th?

16 A He showed up because of Ms. Couram calling in reference
17 to the rubber hose.

18 Q So five days had passed since this rubber hose was
19 installed in the ground or installed in the pipe?

20 A Yes, sir.

21 Q Were you present with Ms. Couram on December 15th as
22 well as Officer Creech?

23 A Yes.

24 Q Officer Creech read from a police report yesterday that
25 has been introduced by the plaintiff as her Exhibit No. 4.

1 Were you present for the conversation that led to this
2 report?

3 A Yes.

4 Q Is there any dispute as to what Officer Creech put in
5 this report?

6 A No, sir.

7 Q I'm going to ask you, I know that Officer Creech has
8 read it. I'd like for you to read it.

9 A All of it?

10 Q Yes, sir.

11 A On 12/15/2010, I responded to 104 McCaw Lane in
12 Lexington County and made contact with the complainant,
13 Glenda Couram, who believes that her neighbor, Christopher
14 Hooker is criminally trespassing on her property because she
15 came home to discover a small hole in her yard with a black
16 plastic tube sticking a foot into the air. After examination
17 the tubing marked an existing steel property marker
18 imbedded deep in the ground.

19 After making contact with Christopher Hooker it became
20 apparent that there's a disputed property line between their
21 yards that both had claim to. Christopher Hooker states
22 that he discovered a marked steel -- excuse me -- states
23 that he discovered and marked the steel marker based on
24 measurements he obtained from his own existing plat for the
25 property.

1 Glenda Couram became uncooperative and refused to
2 acknowledge the marker.

3 Christopher Hooker was simply trying to mark what he
4 believes to be his own property line and was not harassing
5 Glenda Couram, as she alleges.

6 Glenda Couram insists that the property is hers because
7 she has lived there longer, however, she acknowledges the
8 disputed area was once given to Carolina Water as an
9 easement and is unclear when if ever it ever legally
10 reverted back to her ownership.

11 Glenda Couram continued to insist that I charge
12 Christopher Hooker with criminal trespass, which I advised
13 her did not apply to the situation.

14 I advised both parties that there was not a criminal
15 issue at hand and that they would have to resolve the issue
16 of property ownership in court.

17 I provided both parties with a case number to reference
18 this report.

19 Q Do you believe, Mr. Hooker, this report actually --
20 accurately states what happened on December 15, 2010?

21 A Yes, sir, I do.

22 Q Now, you've heard testimony from Ms. Couram that you
23 called her a liar then; is that correct?

24 A No, sir.

25 Q You told her to go ahead and sue you; is that correct?

1 A No, sir.

2 Q You told her she could put the dirt back in the hole
3 herself?

4 A No, sir.

5 Q That's not in the report is it?

6 A I don't believe it was.

7 Q What happened next?

8 A Okay. That's December 15th. December 16th, I came,
9 home, much the same situation as the two nights before.
10 This time it was my birthday, December 16th. I was hoping
11 to come home and enjoy a nice time with my family and
12 possible go out, you know, Riverbanks Zoo for the lights. I
13 could not do that because, again, the police were there.
14 Kind of knowing that this might come to blows again, I went
15 outside, looked towards the area and was pretty much flagged
16 down by Officer Creech that my attention was needed.

17 Q What was the allegation made against you this time?

18 A Much the same thing.

19 Q Criminal trespass?

20 A Yes, sir.

21 Q Were you arrested?

22 A No, sir.

23 Q Ms. Couram has testified that you stood outside with
24 Officer Creech for about 40 minutes talking with him and Mr.
25 Reibold. Can you tell me anything about this alleged

1 conversation?

2 A The only time that I remember talking to Officer Creech
3 was when Ms. Couram requested Officer Creech get his
4 supervisor on the phone. Outside of that, I cannot speak of
5 that.

6 Q So you're not aware of any 40 minutes conversations you
7 had with Mr. Reibold and Officer Creech?

8 A No, sir. As I stated, it was my birthday and I was
9 trying to get out as quick as possible.

10 Q Now on December 14th when the police were called, I
11 believe you said Officer Barber?

12 A I believe that was his name. Yes, sir.

13 Q All right. Was he called out for you or was he called
14 out for Mr. Reibold?

15 A I believe he was called out for Mr. Reibold.

16 Q How did you become a party to that incident?

17 A As a neighbor and having talked to Mr. Reibold, I
18 became interested in what was going on, because it could
19 effect possibly me.

20 Q Whose swing set was it being cut?

21 A It was mine.

22 Q So you believe that the police coming out on the 14th
23 also involved you?

24 A Yes, sir.

25 Q How many times did you speak with police about Ms.

1 Couram?

2 A Three times.

3 Q And -- three times in three days?

4 A Three times in three nights. Yes, sir.

5 Q Have you ever had the police called on you before?

6 A No, sir.

7 Q How does it make you feel that the police were called
8 on you three nights in three days, three time in three days?
9 Excuse me.

10 A It was very frustrating and embarrassing, as well.

11 Q How was it embarrassing?

12 A Well, for one, I believe you stated yesterday having a
13 young child who was very much wanting to be a policeman.
14 You know, held them to the highest degree. Went from, oh,
15 cool, dad there's a policeman outside, to mom, what's going
16 on and why is dad having to talk to the police officer so
17 much. Is he in trouble. So I was embarrassed as far as
18 that goes. Also there were neighbors coming out into the
19 yard and noticing police officers outside my house three
20 times in a row. What was going on.

21 Q Did you find this behavior of having the police called
22 on you three times in three days reasonable?

23 A No, sir. Absolutely not.

24 Q Did at any time, did Ms. Couram ever offer any proof
25 that you might be encroaching on her property?

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1 A She did bring out a plat, but it was broken up into
2 eight and a-half by eleven sheets of paper. She was -- the
3 night of Mr. Creech, the night of the 15th, she proceeded to
4 tell me that I was on her property and I was damaging by
5 digging holes and putting plastic tubes out. She then put
6 the package of papers in my face and asked me to look at
7 them.

8 I then proceeded to look at it and noticed that the
9 first sheet of paper was not even my property. It was Mr.
10 Reibold's and hers. I then flipped to, you know, to find
11 it. I proceeded to tell her of my experience in landscaping
12 and that I've also worked for an architectural firm where I
13 dealt with plats before.

14 I then proceeded to tell her of my interpretation of
15 the plat and what I was going off of and how it came to that
16 point. If you look at the plat you will see that there is a
17 fire hydrant --

18 Q Would you like to come down and show the jury?

19 A Absolutely.

20 (Mr. Hooker steps down from the witness stand.)

21 Q I'm going to hand you a pen and remind you to not write
22 on the exhibit, please.

23 A This is about the area we were standing. (Indicating.)

24 I'm sure you can all see this, but --

25 Q Let's see if we can move this easel and -- the same.

1 handicap for me, I'm doing this from the right-handed side.

2 All right. Go ahead if you can. You might want to come
3 over here on this side.

4 A Okay, can everybody see this point right here, that
5 there is actually -- okay, it says fire hydrant, typical.
6 Water valve, typical. Okay. This is about where we were
7 standing. You can see where this line comes all the way
8 across. It has bold line, correct. All right, it is also
9 referencing a half-inch rebar where it has dimensions from
10 either side, from this pin, from this pin, also from this
11 pin. (Indicating.) So we were standing right here on this
12 side by the fire hydrant. (Indicating.)

13 When she pointed it out to me that my property, my
14 interpretation was incorrect. I then showed her this fire
15 hydrant, I also showed her the half-inch rebar. I then
16 proceeded to tell her that this (indicating) at least my
17 plat and what she was showing me at that she was actually on
18 my property. She then, to say it as best I can, skedaddled
19 to her side, okay. To the other side of the black tube.

20 From there the conversation went on between myself and
21 Mr. Creech, Officer Creech, excuse me, and Ms. Couram. As
22 the report stated she was uncooperative. At some point in
23 time, basically, after asking me to be arrested numerous
24 times Officer Creech told both of us to be quiet and to
25 listen to his instructions. He went on to say that he could

1 not do anything at that point in time. That is was a civil
2 matter, there was nothing criminal. We both have a claim to
3 this point, and that it would have to go to court.

4 Q You may be seated. Thank you.

5 (Mr. Hooker returns to the witness stand.)

6 Q Ms. Couram offered as evidence, I think the first
7 picture that she put on the screen was a picture of her
8 house; do you recall that?

9 A Yes, sir.

10 Q Can you tell the jury from where that picture would
11 have been taken, or to the best -- if you need to see it
12 again, let us know?

13 A Sure. You might as well go ahead and put it up.

14 (Ms. Couram put up photograph on screen.)

15 Q All right. Do you recognize this as the photograph
16 that Ms. Couram offered into evidence?

17 A Yes, sir.

18 Q All right. Can you tell the jury from where that
19 picture was taken?

20 A It is basically, it is not completely at the corner,
21 but it is at McCaw Lane and Toucan Way comes in together.
22 Looking back, as she stated this morning, you can see her
23 house fully. You can kind of see my back deck. You can see
24 the wooded area with what would be my children's playground
25 with possibly a tree branch over it. You can see the fire

1 hydrant that was referenced. You can also see the Crape
2 Myrtles that she was mentioning earlier.

3 Q All right. Can you come down, please, and point out
4 the fire hydrant and we'll work our way over.

5 (Mr. Hooker steps down from witness stand.)

6 A Can you also repeat what you want me to do?

7 Q Can you point to the jury where the fire hydrant is?

8 A Fire hydrant. Right there. (Indicating.)

9 Q Now, that's the only fire hydrant there, according to
10 the Cox and Dinkins survey; correct?

11 A Correct.

12 Q Now, these Crape Myrtles she's talking about, where are
13 they?

14 A There's one and there's two. (Indicating.)

15 Q Did your poisoning of the weeds kill those Crape
16 Myrtles? ~~weeds~~

17 A At the time which I was spraying and she came over to
18 tell me to stop, was right over here. (Indicating.) I can't
19 really guesstimate from this picture, but memory I'd say I
20 was at least 30 feet away from the trees. The amount of
21 spray that I was doing, again, was just in one spot and even
22 with runoff with the slope right there I can't see that that
23 would be to where it would be detrimental to those trees.

24 Q Now, where is the swing -- tell the jury where the
25 swing set is?

1 A Okay. Swing set would be right here.

2 Q And the wooded natural fence area that she's
3 describing; where is that?

4 A This big clump of trees right here. (Indicating.)

5 Q Now, what is -- describe to the jury, you being in
6 landscaping, is this a natural fence area?

7 A For all other purposes I would say so. It does during
8 the summer during the growing season when it does have its
9 leaves on it, it is -- provides somewhat privacy.

10 Q All right. Ms. Couram was claiming you come up 15 feet
11 on her property. Based on that picture, if you were up 15
12 feet on her property can you tell the jury where you might
13 be if you were 15 feet on her property?

14 A From testimony this morning and everything else, and
15 also looking at the plat and measuring it myself, I'd have
16 to be almost at her house, if I'm understanding that
17 correctly?

18 Q So how many feet from her house would you be if you
19 were up 15 feet?

20 A I'd have to say about three or four feet away.

21 Q So you could basically almost reach out and touch her
22 house, couldn't you?

23 A Yes, sir.

24 Q Thank you. Go ahead and sit down, please.

25 (Mr. Hooker returns to the witness stand.)

1 Q Can you tell the jury if anything is wrong with that
2 particular photograph?

3 A The one thing that I would mention, maybe, would be
4 that there is two -- I'm not sure exactly with the length
5 and everything, but I would say two by two by six foot of
6 timbers that are actually placed, maybe, again, from the
7 angle it's hard to tell, but somewhere in the middle of the
8 clump of trees, coming out of it towards the fire hydrant.

9 Q Does this acknowledge the depth of her house from the
10 wooded area?

11 A Yes. For the most part, yes, sir.

12 Q I'm going to hand you a photograph. What is that
13 photograph?

14 A This photograph is taken at the McCaw Lane right here
15 the fire hydrant.

16 Q Who took that photograph?

17 A I believe I did, sir.

18 Q Do you know what day you took that photograph?

19 A 12/16/2010.

20 Q Is that --

21 A Is when it was developed.

22 Q -- is that a location that you've been back there
23 before?

24 A Yes, sir.

25 Q Does this photograph fairly and accurately report the

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1 conditions of that line, that fire hydrant or your backyard
2 as of December 16, 2010?

3 A Yes, sir. For the most part. The only discrepancy I
4 would see, again, this wooded timber coming out. It is
5 angled more towards the fire hydrant and not where the pin
6 where I located is.

7 Q Do you know who put those timbers there?

8 A No, sir.

9 MR. BROWN: Your Honor, I'd like to have this admitted,
10 I believe it's Defendant's No. 4.

11 THE COURT: Any objections?

12 MS. COURAM: No, sir.

13 THE COURT: Admitted without objection.

14 BY MR. BROWN:

15 Q All right. Mr. Hooker, can you explain to the jury the
16 location of the Crepe Myrtles in this, what looks to be dirt
17 here in the corner?

18 A Absolutely. The Crepe Myrtles, again, were more
19 towards Ms. Couram's house, away from the fire hydrant.
20 Distance, I couldn't tell you exactly, but there is also, as
21 you stated, a clump of dirt.

22 Q Would you come down and show the jury the picture of
23 the dirt?

24 (Mr. Hooker steps down from the witness stand.)

25 Q Well, let them pass the photograph around.

1 A Sure.

2 (Photo passed to jury.)

3 (Defendant's Exhibit No. 4, photo,
4 was marked and entered.)

5 COURT REPORTER: Defendant's four.

6 MR. BROWN: Thank you.

7 BY MR. BROWN:

8 Q Is that the scene the police were called on you at
9 least twice or three times, about?

10 A Yes, sir.

11 Q That is the scene where your arrest for trespass was
12 sought?

13 A That is where the damages were claimed to be and the
14 extent of the damages.

15 Q Are you aware of any trespass you've made on Ms.
16 Couram's property?

17 A No, sir.

18 Q Are you aware of any nuisance you've caused Ms. Couram?

19 A No, sir.

20 Q I want to hand you up three more photographs.

21 A Okay.

22 Q What are these pictures of?

23 A The first one I would choose to look at would be the
24 dead limb that was hanging over my children's tree house.

25 Another picture would be limbs from that tree that were

1 overhanging. Debris. Okay. The next picture would be the
2 clump of trees that we were talking about with the timber
3 placed in between on one side of the oak trees or towards
4 her house, Ms. Couram's house, that is, with debris, as
5 well.

6 Q Who took those pictures?

7 A This one, I'm not sure if it was me or Mr. Reibold.
8 I know we both took pictures, but I'm going to say it was
9 myself.

10 Q All right. What's the date on those photographs?

11 A 12/16/2010.

12 Q Do those accurately reflect the debris pile and the
13 limbs cut on or about December 16, 2010?

14 A Yes, sir.

15 MR. BROWN: Your Honor, I'd like to admit these three
16 pictures. We can go as one exhibit or go five, six and
17 seven.

18 THE COURT: Show them to the plaintiff.

19 MS. COURAM: I object to this photograph.

20 THE COURT: Okay. Just one second.

21 Would you take the jury to the jury room, please.

22 (Jury out at 2:25 p.m.)

23 THE COURT: May I see the photograph that you object to,
24 please?

25 (Photo pass to the Court.)

1 Okay. What is the nature of your objection?

2 MS. COURAM: Is that that tree limb is not hanging over
3 their property, it's over mine.

4 THE COURT: Okay.

5 Mr. Brown?

6 MR. BROWN: Your Honor, Mr. Hooker, as he's established
7 a foundation. It is a photograph that he took or Mr.
8 Reibold took and I can bring it up again with Mr. Reibold.
9 There is no way that anybody can know whose property line
10 it's over because it's a photograph of a dead limb in the
11 air. Mr. Hooker accurately or testified as of December 16th
12 the date on that photograph, that was an accurate facsimile
13 of a dead limb to be cut from a tree.

14 THE COURT: So --

15 MR. BROWN: He's not testifying as to somebody's
16 property line, he's testifying as to a dead limb on a tree.

17 THE COURT: Well, if you take the innuendo of that based
18 on all the testimony in this case, it's the dead limb that
19 was over the play set that was cut by Mr. Reibold?

20 MR. BROWN: Yes, sir.

21 THE COURT: All right. Ms. Couram, here's where my
22 dilemma is. I have severely restricted Ms. Couram based on
23 her failure to establish that the Cox and Dinkins deed did
24 anything other than to support her allegations of the rebar,
25 okay -- establish that, so that in that same vein why would

1 it not be fair and proper, based on her objection that it's
2 her property, but basically you can't tell where the
3 property line is, that I should not sustain that?

4 MR. BROWN: I understand what you're saying. What I was
5 going to say, Your Honor, is that the Cox and Dinkins survey
6 has been found not to be improper. Now, if we -- we have
7 not established that particular limb being over the line, I
8 can withdraw that photo.

9 THE COURT: All right. Let's do that. I'm going to
10 sustain her objection to that limb photo on the basis that
11 it doesn't establish that it is, in fact, over the line.

12 MR. BROWN: We've got the other two.

13 THE COURT: You have no objection to the other two?

14 MS. COURAM: No. I believe those two are the ones I
15 showed on here.

16 THE COURT: Okay. And the other two will be admitted
17 without objection.

18 MR. BROWN: Okay.

19 THE COURT: Would you bring the jury back, please.

20 (Defendant's Exhibit No. 5, photo,
21 was marked and entered.)

22 COURT REPORTER: The debris is Defendant's five.

23 (Defendant's Exhibit No. 6, photo,
24 was marked and entered.)

25 COURT REPORTER: The log is Defendant's six.

1 (Jury in at 2:34 p.m.)

2 THE COURT: Mr. Brown.

3 MR. BROWN: Thank you, Your Honor.

4 BY MR. BROWN:

5 Q Mr. Hooker, have you been given any indication, by
6 anybody, that the survey you relied upon when you and your
7 wife bought your home in November, 2005, is inaccurate?

8 A No, sir.

9 Q How many times have you spoken with Ms. Couram, your
10 neighbor, since you moved into 122 Toucan Way?

11 A The five times that I mentioned.

12 Q You have made an allegation that Ms. Couram has caused
13 a nuisance to you?

14 A Yes, sir.

15 Q How has Ms. Couram caused a nuisance to you?

16 A By me being here today. By costing me the option of
17 what I would have liked to use my yard for, building a
18 fence, having the police called on me three times in a row.
19 Having to explain to neighbors a concern. You know, just
20 not being able to enjoy the full use of my yard.

21 Q Did you play soccer in the backyard with your son?

22 A No. I could without a fence, sure, but with the
23 possibility of incurring more wrath from Ms. Couram.

24 MS. COURAM: Object.

25 THE COURT: What's your objection, please?

1 MS. COURAM: I object because I've never displayed any
2 wrath toward them and he can't make a conclusion that I
3 would display a wrath at any other time unless I do it.

4 THE COURT: Rephrase your question. I'm going to strike
5 the response.

6 BY MR. BROWN:

7 Q Would you be fearful of retaliation if you played
8 soccer in the backyard?

9 A Yes, sir.

10 MS. COURAM: Object.

11 THE COURT: Overruled.

12 BY MR. BROWN:

13 Q How does that make you feel to not be able to use your
14 backyard?

15 A Helpless, to be honest with you. Again, with the
16 nuisance, going back to that, how to explain to my four year
17 old son why I'm having to deal with the police officer.

18 Q Other than having papers put in your face, that were
19 actually incorrect and showed somebody else's property, did
20 Ms. Couram, at any time since you moved into your home,
21 offer to show you any evidence that she considered the
22 boundary line to be in dispute?

23 A No, sir.

24 Q You've also asked this court for a declaratory
25 judgment?

See

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1 A Yes, sir.

2 Q Again, are you aware of any evidence that the boundary
3 line for your property, as shown on your deed, shown on
4 Defendant's Exhibit No. 2 is incorrect?

5 A No, sir.

6 Q Are you asking today that the property line be
7 established according to the Cox and Dinkins survey? *

8 A Yes, sir.

9 Q You've also made a claim of intentional infliction of
10 emotional distress, such as -- I guess, Ms. Couram?

11 A Yes, sir.

12 Q Are you aware of anybody else, anybody, that has had
13 the police called upon them three times in three days over a
14 boundary line dispute?

15 A No, sir.

16 Q How do you consider this behavior?

17 A I think it's unreasonable.

18 Q What has this behavior cost you?

19 A Time from work, time from my family. We had to
20 recently move because of it. Because of that, also, we were
21 not able to sell our house. No one wants to go into -- I
22 would not want to sell my house to somebody without closure
23 on this.

24 Q Do you feel anything could have been done any
25 differently by anybody?

1 A I feel like she could have at least come over, as I was
2 doing, and as she approached me on any of those times with
3 what she had to offer, as far as the plat goes. She could
4 have come over and we could have talked about it like
5 neighbors should.

6 Q You consider that to be reasonable?

7 A Yes, sir.

8 Q Okay. That's all the questions I have. Please answer
9 any questions Ms. Couram has for you.

10 THE COURT: Ms. Couram, cross-examination.

11 CHRISTOPHER HOOKER - CROSS-EXAMINATION

12 BY MS. COURAM:

13 Q Mr. Hooker, did you say that you did not plant a black
14 hose on my property?

15 A Did I plant it?

16 Q That you did not do so?

17 A Did I place it on there; is that what you mean?

18 Q Did you not say -- did you just testify that you did
19 not put a black hose on the property?

20 A No. I think I said that I measured it out, found the
21 piece of rebar with one strike of the ground and then for
22 everybody's safety, I did place a hose over it. Yes, ma'am.

23 Q And why were you on my property doing that?

24 A I -- at the time, I believe, when I was using my plat,
25 it stated I was on my property. That's how I felt at the

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