

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 II

RECEIVED

SEP 11 2014

SC Court of Appeals

PRO SE APPELLANT

Glenda Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
(803) 358-0127
grcouram@hotmail.com

COUNSEL FOR RESPONDENTS

R. Davis Howser, Esq.
Howser, Newman and Besley, LLC
PO Box 12009
Columbia, SC 29211
(803) 758-9600
rdhowser@hnblaw.com
*Attorney for Respondents Cox and Dinkins,
Inc., and J. Donald "Don" Rawls*

L.A. "Smokey" Brown, Jr., Esq.
Law Offices of Smokey Brown, PC
PO Box 1545
Irmo, SC 29063
(803) 732-3797
smokeybrown@smokeybrownlawfirm.com
*Attorney for Respondents Mr. & Mrs. Carl
Reibold and Mr. & Mrs. Christopher
Hooker*

Steven A. Fair, *pro se*
Registered Agent
Fair Builders/Developers
153 Shirway Road
(100 S Wrenwood Drive)
Lexington, SC 29073
(803) 957-9801

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 II

PRO SE APPELLANT

Glenda Couram, *pro se*
104 Macaw Lane
Lexington, SC 29073
(803) 358-0127
grcouram@hotmail.com

COUNSEL FOR RESPONDENTS

R. Davis Howser, Esq.
Howser, Newman and Besley, LLC
PO Box 12009
Columbia, SC 29211
(803) 758-9600
rdhowser@hnblaw.com
*Attorney for Respondents Cox and Dinkins,
Inc., and J. Donald "Don" Rawls*

L.A. "Smokey" Brown, Jr., Esq.
Law Offices of Smokey Brown, PC
PO Box 1545
Irmo, SC 29063
(803) 732-3797
smokeybrown@smokeybrownlawfirm.com
*Attorney for Respondents Mr. & Mrs. Carl
Reibold and Mr. & Mrs. Christopher
Hooker*

Steven A. Fair, *pro se*
Registered Agent
Fair Builders/Developers
153 Shirway Road
(100 S Wrenwood Drive)
Lexington, SC 29073
(803) 957-9801

INDEX

	ROA # BOTTOM RIGHTSIDE
I. ORDERS	
1. Order – Dated January 31, 2011, Judge Keesley #2050 dismissing Initial Complaint – “case was never filed”	1
2. Order – Dated March 11, 2011, Judge Keesley’s regarding above Order and ruling	3
3. Order – Dated January 31, 2012, Judge McMahon #2145 Granting Respondents Cox and Dinkins’ and Rawls’ Motion to Dismiss. See Order Dated April 17, 2012. Filed February 1, 2011	8
4. Order – Dated April 13, 2012, Judge McMahon #2145 Nullifying Order Dated January 31, 2012 and Granting Appellant’s Motion to Amend Pursuant to SCRCF Rule 15(a) with Affirmation by the Defense Counsels during hearing	12
5. Order – Dated April 20, 2012, Judge McMahon #2145 Granting “Neighbors” Motion for a Court Ordered Survey and granting “limited immunity” to surveyor hired by “Neighbors”	14
6. Order – Dated October 31, 2012, Judge McDonald #2163 Granting dismissal of all causes of action against CWS, except claim for Adverse Possession.	18
7. Order – Dated, March 7, 2013, Judge Birch #2048 Granting CWS’s, Motion for Summary Judgment, as to monetary damages only and granting Appellant’s vested rights into the land located in the back left corner where water well was located and officially releasing CWS’s rights for ingress and egress as to the (15/20 foot easement); (Granted by owner in common August Kohn)	20
8. Order – Dated March 7, 2013, Judge Birch #2048. Denying Motion for Default Judgment against Steven Fair and Steven Fair, as Registered Agent of Fair Builders/Developers “answer filed.” Notarized Affidavit of Service filed with court. Per Judge McMahon	23

9.	Order and Jury Verdict – Dated July 13, 2013, Judge McIntosh #2155 as to the only remaining Claim of Trespass against “Neighbors” (the court granted Directed Verdict to all Respondents as to the other claims and granted Appellant 10 days to file Motion for Reconsideration, new trial, etc., as to Jury Verdict (he did not write a formal Order)	25
10.	Order – Dated August 2, 2013, Judge McIntosh #2155 Denying Appellant’s Motion for Reconsideration, to set aside judgment and new trial (he did not write a formal Order)	29

II. PLEADINGS, COUNTERCLAIMS, ANSWERS AND MOTIONS

1.	Initial Complaint filed March 11, 2011 Case #2011CP3201010	31
2.	Steven A. Fair and Steven Fair, Registered Agent ¹ Fair Builders/Developers’ Answer File Answer Dated July 7, 2011 (There were no further responses)	50
3.	Cox and Dinkins and Rawls’ Answer to Amended Complaint Dated July 11, 2011	51
4.	Cox and Dinkins and Rawls’ Motion to Dismiss Dated July 12, 2011 – Nullified by Court Order above	62
5.	Appellant’s “Refiled” Amended Complaint after Court ruling Granting permission to Amend February 29, 2012 and (Amended Complaint Dated August 18, 2011)	65
6.	“Neighbors” Answer and Counterclaim Dated April 27, 2012 Court granted 30 days – to include paragraphs 52-53	108
6.	Cox and Dinkins Answer to Pleading Dated April 12, 2012	123
8.	Appellant’s Response to “Neighbors” Answer and Counterclaim Dated May 16, 2012	136
9.	Motion for Reconsideration Dated July 19, 2013	146
10.	Notice of Appeal	173
11.	Corrected Notice of Appeal (Amended)	175

¹ Appellant mailed documents to 100 S Wrenwood and 153 Shirway Rd., Lexington, SC 29073 – can submit mailings proof.

III. LETTERS TO RESPONDENTS

1. Letters to “Neighbors” Dated December 6, 7 and 8, 2010 178
2. Letter to J. Donald Rawls Dated March 1, 2011 182

IV. MISCELLANEOUS DOCUMENTS IN MOTION FOR RECONSIDERATION

1. Restrictive Covenant of Wrenwood Subdivision 187
2. Letter from Timothy G. Driggers 193
3. Draft Surveying, Letter and Admissions Dated June 12, 2012 195
4. Documents conveying the Wrenwood Park to Steve Fair of Steve Fair Registered Agent, Fair Builders, Inc., 100 S. Wrenwood, Lexington, SC 29072; after tax sale to Hawkins TMS 006628-2-001 199
2. Warranty Deed conveying property to the Reibold’s TMS 006629-02-118 – Fair Builders, Inc., common owner Hawkins 202
3. Deed to Real Estate conveying property to Sabrina Hooker TMS 006629-02-117 – Fair Builders, Inc., common owner Hawkins 204
4. Carolina Water Service (CWS) Title/Deed from common Owner with Appellant TMS 6628-5-2 – Cox and Dinkins and Rawls failed to locate this document during their surveying Dated May 1, 1985 205
5. Couram Deed, identifying easements and CWS 209
9. Police Reports Officer Barber Dated December 14 and 15, 2014 there are additional Reports Officers Radford, Haigler 2006 211
10. Appellant’s Photos of Damage done in 2004 during Fair’s construction and subject of legal action in Magistrate court to repair the damage – after damage Put up a black tarp – Suit was for Damages only 215

V. TRANSCRIPT

1.	Transcript Dated May 2014, 482 pages to determine atmosphere of Court and if conducive to a prejudicial court and environment – Trial Date July 8-10, 2013	217
2.	Witness – Officer Creech (subpoenaed by Appellant)	
	Direct	299
	Cross	310
	Redirect	311
3.	Witness - James Draft (subpoenaed by Appellant)	
	Direct	315
	Cross	321
	Redirect	321,336,337
4.	Glenda Couram (Appellant)	
	Direct	348
	Cross	401
	Cross	418
	Redirect	429
5.	Witness – Christopher Hooker, Respondent	
	Direct	464
	Cross	492
6.	Witness - Carl Reibold, Respondent	
	Direct	516
	Cross	536
7.	Witness – Sabrina Hooker, Respondent	
	Direct	546
8.	Witness – J. Donald Rawls, Respondent	
	Direct	560
	Cross	566
	Redirect	570

VI. EXHIBITS

1.	Plaintiff Exhibit 1 - Photos of Damages 2004-2011	648
2.	Plaintiff Exhibit 2 - Cox and Dinkins/Rawls/Fair Survey /Plat Filed Dated June 30, 2004	665
3.	Plaintiff Exhibit 3 - Appellant's Plat and survey done	667

VI. EXHIBITS (continued)

		by and Draft plat for Hendricks	669
4.	Plaintiff Exhibit 4	- Police Report Officer Creech Dated December 13 & 15, 2010 and Barber Dated December 12, 2010	670
5.	Plaintiff Exhibit 5	- Appellant's Deed Glenda R. Couram Dated March 28, 1994	674
6.	Plaintiff Exhibit 7	-Wrenwood Subdivision Plat Phase IV November 16, 1990 and June 11, 1991	676 677
7.	Defendants Exhibit 1	- Draft Surveying, Inc., Closing Survey February 24, 1994	678
9	Defendants Exhibit 5	- "Neighbors" Photo Unable to locate	
10.	Defendants Exhibit 6	- "Neighbors" Photos Unable to locate	
11.	Plaintiff's Exhibit	- Submitted with Motion to Reconsider CWS Deed	679
12.	Court Exhibits	Appellant does not have assume part of court record	351,557,595
13.	Misc Exhibits	- Submitted with Motion to Reconsider Tax sale of Park to Hawkins Deed Douglas Hawkins	683
14.	Wrenwood Restrictive Covenants		688

VII. CERTIFICATE OF COUNSEL

1 time. So I don't feel like I was on your property.

2 Q And why did you feel that way?

3 A Because of the plat.

4 Q What did the plat indicate to you that would make you
5 believe that my property was yours?

6 A Nothing.

7 Q Excuse me?

8 A Nothing on that plat made me think that anything of
9 yours was mine.

10 Q So why were you on the property looking for rebar?

11 A As I stated before, I was looking to build a fence for
12 privacy and safety.

13 Q But why were you looking on my property to build a
14 fence?

15 MR. BROWN: Your Honor, asked and answered.

16 THE COURT: I'll sustain the objection.

17 MS. COURAM: I'm not sure what that means. I've got to
18 stop?

19 THE COURT: Yes, ma'am.

20 BY MS. COURAM:

21 Q So you were going to build a fence and you decided,
22 based on the survey by Cox and Dinkins that you could go 13
23 feet over the property line to locate a rebar on my
24 property; is that correct?

25 A As far as the number, ma'am, I've heard many numbers

493

1 today; 15, 13, 20. No. Again, I used the numbers provided
2 to me by that plat to locate that pin.

3 Q This is my property --

4 THE COURT: Would you identify the exhibit, please.

5 MS. COURAM: Exhibit three.

6 THE COURT: Plaintiff's or Defendant's?

7 MS. COURAM: Excuse me?

8 THE COURT: Plaintiff's or Defendant's?

9 MS. COURAM: Plaintiff.

10 THE COURT: Okay.

11 BY MS. COURAM:

12 Q This is my property over here where Wrenwood
13 Subdivision used to be. (Indicating.) So you're saying
14 that you came in this far to locate a rebar on this land?

15 A No, ma'am. I'm saying I came in this far (indicating
16 which is what is the boundary line.

17 Q So you came here (indicating) and that's where you
18 placed the black hose; is that what you're saying?

19 A That's what I'm assuming based off of this, this plat,
20 but then again I'm not an expert either. But from this, I
21 see this is labeled as a water line.

22 Q Un-huh. (Affirmative response.)

23 A Not a property line. I see this is a utility easement.
24 Not a property line. I do see IPF as mentioned before by
25 Mr. Drafts and everybody else, that's the pin. I assume I

494

1 don't have any dimensions coming this way saying one way or
2 the other. Again, I'm not sure.

3 Q So you're saying you placed that black hose right
4 there. (Indicating.)

5 A Based on what is in front of me, I'd have to say yes.

6 Q Okay. Did you see the picture where I showed the black
7 hose?

8 A Yes, ma'am.

9 Q According to this picture right here, --

10 THE COURT: What exhibit, please?

11 MS. COURAM: Defendant's four.

12 BY MS. COURAM:

13 Q That's the fire hydrant, right?

14 A Yes, ma'am.

15 Q Okay. These are my two Crape Myrtles, right?

16 A That would be correct.

17 Q Okay. And you're saying that you went around and you
18 measured the boundary line, that boundary line, and you
19 decided that you needed to put a black hose there, even
20 though it's quite clear where the boundary line was?

21 A No, it's not quite clear whatsoever.

22 Q But you had to mark it with a black hose to tell you
23 where it was; is that what you're telling us?

24 A I'm telling you I put a black hose on there to label,
25 yes.

1 Q It's quite clear, if you think the boundary line is at
2 the end, like you're saying --

3 A I'm saying --

4 MR. BROWN: Your Honor.

5 THE COURT: Just one second. You don't begin your
6 answer until she finishes her question.

7 MR. HOOKER: Sure.

8 THE COURT: You let her finish her question. Okay.

9 MR. HOOKER: Sure.

10 THE COURT: If you need to explain it, answer her
11 question first.

12 BY MS. COURAM:

13 Q Again, why would you need to put a black hose at the
14 end of the boundary line when it's quite clear the boundary
15 line was there. I mean, I don't understand why?

16 A May I see the picture.

17 (Photo passed to Mr. Hooker.)

18 A Okay, again, to explain where the dirt mound is, that's
19 where the property pin is. That dirt was covering it. It
20 was underground. In other words, it was not sticking up. I
21 would not think that anybody putting a stake in the ground,
22 leaving it up --

23 Q Uh-huh. (Affirmative response.)

24 A -- I think that would be a liability.

25 Q Uh-huh. (Affirmative response.)

X

496

1 A So it goes underground.

2 Q Uh-huh. (Affirmative response.)

3 A I had to dig to put it up. I put the hose, again, to
4 label it so that I would know for future reference whether
5 it be next week, two weeks, if I needed to have it to put up
6 my property line, I mean, the fence for the property line.

7 Q Okay. 

8 A As far as the fire hydrant goes, as clearly stated by
9 myself over there, this is a reference point that I was
10 using. I was saying that that, you know, the property line
11 is actually past the fire hydrant. That's why I went that
12 far. I didn't go as far as the Crape Myrtles. I came just
13 short --

14 Q Uh-huh. (Affirmative response.)

15 A -- which came just short of the where the property line
16 is.

17 Q But again, it doesn't make sense. I mean, if you know
18 that the property line is already marked on the survey,
19 marked on the survey and you can go out and you can say, I
20 want to do my survey and I want to find the property line.
21 You can go out and look at the survey. The survey will tell
22 you where the rebar was. (Indicating.) So there's no need to
23 put that hose there. You fence, you couldn't plant your
24 fence on the property line, anyway?

25 A Actually, where you're pointing is in D which is not my

1 property.

2 Q Okay.

3 A Okay. Correct.. As long as that's established.

4 The pin, all right, again, I don't have the measuring
5 tools on me at all times. All right, I already said I used
6 my boss's measuring tape.

7 Q Uh-huh. (Affirmative response.)

8 A I didn't want to have to go and try to find it again,
9 so, therefore, I put a rubber hose to label it. Okay. I
10 don't have, I guess -- to be honest I don't even know how
11 they find these pins. I assume a metal detector. I don't
12 have one. I just would have to go out there and use my
13 boss's tape measure, one again, to find something I already
14 found.

15 Q So how did you find the one that was on my property,
16 right there? (Indicating.)

17 A The one that was on property --

18 Q Yeah, the one -- I'm sorry.

19 A Again, I took the measurement from one of these pins,
20 this one right here, and I came all the way up using the
21 dimensions --

22 Q Uh-huh. (Affirmative response.)

23 A -- all right --

24 Q Uh-huh. (Affirmative response.)

25 A -- and I took a shovel and once I found that point --

1 Q Uh-huh. (Affirmative response.)

2 A -- and started kind of hitting around on the ground to
3 locate it.

4 Q Uh-huh. (Affirmative response.)

5 A -- And with one strike of the ground, not trying not
6 five, not 10, with one strike into the ground we found it.
7 I then uncovered it --

8 Q Uh-huh. (Affirmative response.)

9 A -- by two handfuls of dirt and that's what you see in
10 that picture there.

11 Q But the police officer testified it was your black
12 rebar was right here (indicating) next to the Crepe Myrtles,
13 your black hose.

14 A Ma'am, I also believe that is what everybody else --
15 say this, was going from the property pin across your
16 frontage is what we're talking about. That is a location
17 pin, basically saying the same label as that half-inch
18 rebar. For example, this measurement right here (indicating)
19 is for this side and my side of the house --

20 Q Are you an expert?

21 A I'm just going over what I've been told. I'm just
22 saying --

23 MS. COURAM: I would have to object to that, wouldn't I?

24 MR. BROWN: Your Honor, she's opened the door.

25 THE COURT: You ask the question, please?

499

1 MS. COURAM: Okay.

2 A Okay. So again, I used this same measurement right
3 here, (indicating) to find this property pin --

4 BY MS. COURAM:

5 Q Uh-huh. (Affirmative response.)

6 A This is a measurement from the front of your house to
7 the other pin of your house.

8 Q Uh-huh. (Affirmative response.)

9 A That O is not exactly what you're talking about. That
10 is not the same thing as that. That's just labeling it as O
11 --

12 Q Uh-huh. (Affirmative response.)

13 A -- as old, is my understanding of what everybody else's
14 testimony is, okay.

15 Q Well, why would something be labeled old, why is that
16 necessary if it isn't rebar?

17 A It is a rebar. †

18 Q What day was it that you were out spraying the yard?

19 A The day exactly, month exactly, I'm not exactly sure,
20 but I do realize it was June, maybe. Summertime of 2010.

21 Q About what time?

22 A Summertime.

23 Q What time of day?

24 A What time of day?

25 Q Uh-huh. (Affirmative response.)

500

1 A I can't -- it was back in 2010. I'm not really sure.
2 I'd say probably afternoon.

3 Q What it during the week?

4 A I can't -- I work during the week. So assume it was
5 either Saturday or Sunday.

6 Q And you were out there in your yard, spraying the trees
7 out there and I came out there --

8 A Excuse me --

9 Q Go ahead.

10 THE COURT: Ask your question, please, ma'am.

11 BY MS. COURAM:

12 Q You said you were out there spraying the trees and so
13 forth and I came out of my house and told you to stop
14 spraying?

15 A Is that a question? Are you asking me did you do that?
16 I'm sorry. I don't understand.

17 Q You said you were out spraying your yard, your trees
18 and so forth with spray, right; is that correct?

19 A Yes, ma'am.

20 Q About noon-time; is that correct?

21 A Roughly, true.

22 Q And you said it was on a Saturday or a Sunday, right?

23 A Very possibly..

24 Q And you said it was in June of 2010; is that correct?

25 A About that time, yes, ma'am.

1 Q And you said that I came out of the house and told you
2 to stop spraying?

3 A Yes, ma'am.

4 Q How did I know you were spraying?

5 A That's my question. I wasn't really sure either. You
6 came out and told me basically that what I was doing, there
7 was a thing called run-off and the amount of spray I was
8 doing was killing your Crepe Myrtles, which I told you they
9 were about 30 feet away and the amount I was spraying there
10 was no way the run-off leached out that much. You then
11 proceeded to tell me that during the time of the
12 construction of the house or whoever was working, the
13 contractor, was spraying around and that killed your trees
14 as well, or damaged your trees.

15 Q Uh-huh. (Affirmative response.)

16 A I then proceeded to tell you that I bought the house in
17 2005 --

18 Q Uh-huh. (Affirmative response.)

19 A And I was not going to be held responsible for what the
20 contractors were doing before I purchased the house.

21 Q Uh-huh. (Affirmative response.) And even if I did that
22 what harm did it do to tell you to be careful not to spray
23 on my Cræpe Myrtles?

24 A I guess it was the manner you were telling me. I don't
25 think it was an ask, it was telling me. And literally there

1 was no damages. It was just setting precedent on how many
2 times I've talked to you.

3 Q And you say you talked to me five times?

4 A There was that time, there was the time I was cutting
5 the grass. And then also three times in December.

6 Q And I would have recognized you if I talked to you that
7 many times, right?

8 A I would assume, yes. I can't speak for your memory.
9 I'm not sure.

10 Q Okay. Let me clarify. You are testifying that there
11 was -- that the black hose that you put on my property, I
12 mean, that you put on the property at the end of the
13 boundary line at the corner; is that correct?

14 A If I'm understanding you correctly, I put it from the
15 dimensions given to me by my plat at the end of my property
16 and also the end corner of your property on the front of
17 your yard.

18 Q On the corner?

19 A Correct.

20 Q Right there? (Indicating.) That's where you put that
21 black hose; is that correct?

22 A By you pointing it out, I guess --

23 Q Well, let's say this is the boundary line, okay. You
24 came out and you located the hose, the rebar so you can find
25 out where your property lines are so you can put your fence

1 up?

2 A Sure.

3 Q And for some, whatever reason you had, you felt that
4 when you found it at the corner of both our property you
5 felt you had to put a black hose there. It wasn't just
6 enough that you knew where it was, you just had to put a
7 black hose up there. And you said you had to do that
8 because you didn't want the kids to get hurt?

9 A Anybody. Not just kids. For example, if somebody was
10 driving on the road and took their eyes off just for a
11 second and drove over it and punctured their tire.

12 Q And you're saying --

13 A Anything --

14 Q I'm sorry. You're saying that I called the police
15 because you put a black hose on the corner, right there on
16 the corner? (Indicating.)

17 A December 14th, no, that was not why. Remember I placed
18 it on December 10th, Friday. And went five days without
19 you saying anything about it. December 14th, you called for
20 Mr. Reibold's trash --

21 Q Uh-huh. (Affirmative response.)

22 A -- the debris he had taken from the tree limbs. And
23 that was also, you know, his trespass. This is what you
24 were saying the damage was done. December 15th, I believe,
25 yes, ma'am, from the report that you called about a black

1 hose.

2 Q Now, you said a black hose was up there since 2010, I
3 mean, since the 10th of December?

4 A Correct.

5 Q And I never, never, never said anything or called the
6 police about all that time until the 15th?

7 A Correct.

8 Q Is it possible because I never saw it?

9 A Yes, I would assume so.

10 Q So that would mean that the black hose that I saw was
11 the one that was on my property and that's the reason I
12 called the police?

13 A I'm not sure what you're getting at, Ms. Couram.

14 Q You said you are a landscaper?

15 A Yes, ma'am.

16 Q And the reason y'all wanted to put up a fence is so you
17 can have a soccer field?

18 A Not a soccer field, but the ability to play, yes,
19 ma'am, without interfering with anybody else or getting hit
20 by cars.

21 Q Now, are you aware that you cannot build a fence within
22 10 feet of the property line?

23 A I don't believe it's fences that you can't. I think
24 you can't put -- I'm not an expert, like you said. My
25 interpretation is that you can a permanent structure within

1 10 feet of a property line for easement purposes. With a
2 privacy feet, something that can be taken down, for the
3 need, I can do that. But again I never got the opportunity
4 to go check because I was sued.

5 Q So that would be mean that -- Okay, let's say what
6 you're saying is true, but if you put that fence on the
7 property line that means that you would be putting that
8 fence on my property line, as well?

9 A Was that --

10 Q That's a question.

11 A That's a question?

12 Q Uh-huh. (Affirmative response.)

13 A Okay. No, it was never our intention to put it exactly
14 on the line. For example, if we're talking about on this
15 side of the street, I would not want my fence to be where
16 the property line is closest to the road. For example, you
17 can't exactly see, the picture is down, but for the jury, my
18 property on the side of McCaw slopes down. So I'm going to
19 put it right there on the slope and having to try to weed-
20 eat it. I would try to put it where it's flat as possible.
21 So in that situation, I might put it on the property line.
22 In the situation on the property line towards your house, I
23 didn't want to put it there as far as convenience goes,
24 being neighborly, I would come six inches if not a foot off
25 of the property line. *

1 Q Okay. So on the 16th when I called the police and Mr.
2 Creech showed up the last time and you're saying that -- you
3 did not -- there was no black hose there that he saw? The
4 policeman didn't see a black hose either, right?

5 A Because you took it off and threw it in the yard. On
6 the 16th?

7 Q On the 15th.

8 A On the 15th?

9 Q Did the officer see a black hose?

10 A Yes, ma'am, because it was stated in his testimony on
11 the 15th in his report.

12 Q Now, where was the black hose when he saw it; was it on
13 the edge of the property, as well, right here?

14 (Indicating.)

15 A That's the same point. Yes, ma'am.

16 Q Uh-huh. (Affirmative response.) And I was standing on
17 the edge of the property talking to the police with you and
18 I said, Mr. Reibold, I mean, Mr. Hooker, you need to fill
19 that hole right there on that edge, and you did not tell me,
20 fill it yourself?

21 A No.

22 Q You didn't?

23 A No, I didn't.

24 Q Okay. If it's on the edge right here why would I even
25 tell you to fill it up?

507

1 A I don't know, ma'am.

2 Q Okay. And you also used the word skedaddled, that I
3 skedaddled back in to my house or yard. What was that?

4 A That was for lack of a better word, to be honest with
5 you. You basically jumped across, you hurriedly got across
6 to where -- the other side of the rebar. Again, if this is
7 my home property right here, (indicating) fire hydrant is
8 right here and you're here. (Indicating.) You were talking
9 to me and again, but the property line being right here --

10 Q Uh-huh. (Affirmative response.)

11 A -- you ran across. Yes, ma'am.

12 Q And when did I do that?

13 A As we were talking and as I was pointing out the eight
14 and a-half by eleven sheet of paper that you handed to me.

15 Q What date was this?

16 A This was the 15th of December.

17 Q And I had a blood clot in my leg and I was unable to
18 jump --

19 MR. BROWN: Your Honor, I object. He wouldn't know
20 anything about that.

21 THE COURT: Let her cross-examine him about it. If he
22 knows or doesn't.

23 A I had no idea. It was not until we pursued multiple
24 addendums or whatever the proper term is we had no idea you
25 had a blood clot. Again, I've only seen you -- if that was

1 the 15th that was the fourth time I saw you.

2 BY MS. COURAM:

3 Q Uh-huh. (Affirmative response.)

4 A There was no way for me to tell that you had a blood
5 clot.

6 Q I thought you saw me five times?

7 A At this point in time, though, there being another day,
8 five times, December 14th, 15th would have been four times.

9 Q The first time you saw me was when?

10 A The first time I ever saw you or had any kind of
11 interaction with you. Again, I can't tell you how many times
12 I saw you drive up to your yard when I was working or
13 playing out in the yard, in the side yard, front yard,
14 taking a walk. I can't give testimony to that. But as far
15 as actually interactions with you was, again, summer of
16 2007.

17 Q And the second time?

18 A Second time was, again, summer of 2010.

19 Q And for what purpose did we meet then?

20 A That was the spraying incident.

21 Q Spraying. And the third time?

22 A The third time was when you called the police on the
23 Mr. Reibold.

24 Q And I saw -- did I talk to you?

25 A You didn't talk to me but we were pretty close. We

1 were outside of my house. We were in the yard. You were on
2 the other side of the property.

3 Q Did I acknowledge you?

4 A I -- it was kind of hard for you not to when I was
5 speaking to the police officer that you hoping to talk to in
6 a few minutes. I can only assume that you acknowledged me,
7 but now I can't say for sure that you acknowledged me.

8 Q So you can't say for sure if I saw you or not?

9 A You -- I saw you.

10 MR. BROWN: Your Honor, that's argumentative.

11 THE COURT: We've been over and over this. Let's move
12 to another subject, please.

13 MS. COURAM: I'm just amazed by the testimony. I'm
14 sorry.

15 MR. BROWN: Your Honor.

16 THE COURT: You may not editorialize in this courtroom.
17 I've told you that before.

18 MS. COURAM: I apologize.

19 THE COURT: Okay. Let's move to another subject,
20 please.

21 MS. COURAM: Okay.

22 BY MS. COURAM:

23 Q Now, when did I see your children?

24 A I can't say that you ever saw my children.

25 Q Okay. But in your complaint you accused me of child

1 abuse?

2 MR. BROWN: Your Honor, if that's the allegation, can he
3 see it, can he see the complaint.

4 THE COURT: Just one second.

5 Can you go to the jury room.

6 (Jury out at 2:55 p.m.)

7 THE COURT: Was your question, Ms. Couram, that in your
8 complaint you accused him of child abuse?

9 MS. COURAM: No. He accused me of it.

10 THE COURT: He accused you of child abuse?

11 MS. COURAM: Yes, sir. In their counter-claim.

12 THE COURT: Ma'am.

13 MS. COURAM: In their counter-claim where Mr. -- he was
14 talking about the declaratory judgment and the intentional
15 inflection of emotional distress when he was standing there.
16 And one of those was because I had something against,
17 towards his children.

18 THE COURT: Let me see it.

19 MR. BROWN: All right. This is the last minute answer
20 and counter-claim and it is Paragraph 66.

21 (Document passed to the Court.)

22 THE COURT: Are you looking at -- show that to Ms.
23 Couram.

24 (Document passed to Ms. Couram.)

25 THE COURT: Is that the paragraph that you are asserting

1 to, Paragraph 66?

2 MS. COURAM: Yes.

3 THE COURT: Let me -- I sustain the objection.

4 I'm going to point out to all parties that there is a
5 frivolous sanctions ability for this Court to have to do
6 with this case. I want this case to stay on the issues that
7 we're dealing with. The only issue before this jury is are
8 whether a trespass occurred right now whether there's a
9 nuisance created by either side.

10 That being said, if there's frivolous questions and
11 frivolous continuing on with this action I have a right to
12 sanction either side sua sponte or a motion of either side.
13 Sua sponte means on my own motion, okay. I'll tell that to
14 both side. Meaning I can make you pay fees, costs or other
15 sanction.

16 So that being said, I sustain the objection. Let's
17 move forward.

18 It is now 3:00 o'clock. Let's take about a 10 minute
19 break.

20 Would you tell the jury we're taking an afternoon break
21 and then we'll come back in and finish.

22 You may not speak to anyone about your testimony.

23 MR. HOOKER: Yes, sir.

24 MS. COURAM: Sir, can you explain to me, you said --

25 THE COURT: No, ma'am. I will not. I'm going on break

1 right this minute.

2 MS. COURAM: Okay.

3 THE COURT: If you want me to talk to you about
4 frivolous sanctions, I'll be glad to when I get back.

5 MS. COURAM: Okay.

6 (Court in recess for afternoon break.)

7 (Court in session after afternoon break.)

8 THE COURT: Ms. Couram asked me about what I was giving
9 everyone warnings about. To answer your question if a
10 person, a pro se litigant or a party files an action,
11 continues an action, files arguments, continues arguments as
12 defined by the statute, at the end of the case I can
13 sanction them by making them pay attorneys fees and costs,
14 and other appropriate sanctions. I've got to look it up to
15 see what they are. That's my response. Okay.

16 Now, we're going to proceed. You are not going to ask
17 the question about child abuse. We're not going to be so
18 repetitive and we're going to move this case along.

19 Any questions, Ms. Couram?

20 MS. COURAM: Yes, there is.

21 THE COURT: Okay.

22 MS. COURAM: My understanding is that if the lawyer
23 brings up an issue then I can follow up on it, and Mr. Brown
24 brought up the issue of intentional emotional distress, and
25 that particular subject was under that issue.

1 THE COURT: Well, let me just tell you another findings
2 or ruling I'm making. When I make a ruling, unless I ask
3 for you to argue me, with me, about it --

4 MS. COURAM: Uh-huh. (Affirmative response.)

5 THE COURT: -- and that includes pro se litigants.

6 MS. COURAM: Uh-huh. (Affirmative response.)

7 THE COURT: And nothing in this case has been raised
8 about child abuse. Now, you will not get into it; do you
9 understand? Do you understand that?

10 MS. COURAM: Yes, sir. I was just following --

11 THE COURT: We're going to move forward.

12 Bring the jury in, please.

13 (Jury in at 3:08 p.m.)

14 THE COURT: Madam Forelady, has the jury has a
15 sufficient amount of time on their break and have you
16 received all that you need?

17 MADAM FORELADY: Yes. Yes, sir.

18 THE COURT: Very good.

19 Ms. Couram, you may continue your cross-examination.

20 MS. COURAM: One moment, please.

21 THE COURT: Ma'am?

22 MS. COURAM: One moment, please.

23 THE COURT: Okay.

24 CHRISTOPHER HOOKER - CONTINUED CROSS-EXAMINATION

25 BY MS. COURAM:

1 Q The police report that you read that stated on Page 2,
2 and that was exhibit, Plaintiff's Exhibit No. 4. You stated
3 that you put the hose on the edge of the property. Right
4 here. (Indicating.) In the police report the officer said
5 that the disputed area was once given to Carolina Water as
6 an easement. So wouldn't that tell you, wouldn't that tell
7 you that the black hose was not here, but was in the
8 easement?

9 A No, ma'am.

10 Q Okay. I don't have anything else.

11 A Okay.

12 THE COURT: Any question, redirect?

13 MR. BROWN: No redirect, Your Honor.

14 THE COURT: You may step down.

15 Call your next witness.

16 MR. BROWN: Your Honor, we'd call Mr. Carl Reibold to
17 the stand.

18 THE CLERK: Place your left hand on the Bible and raise
19 your right.

20 (WHEREUPON, Carl Reibold was sworn
21 to tell the truth.)

22 THE CLERK: If you'll have a seat and state your name
23 for the record, please.

24 MR. BROWN: Go ahead and state your name.

25 MR. REIBOLD: My name is Carl Ulmer (sp) Reibold.

1 MR. BROWN: Spell Reibold, please?

2 MR. REIBOLD: R-e-i-b-o-l-d.

3 CARL REIBOLD - DIRECT EXAMINATION

4 BY MR. BROWN:

5 Q Mr. Reibold, what is your occupation?

6 A I'm retired.

7 Q What was your occupation before you retired?

8 A I worked for Scripps Howard Newspaper for 20 years.

9 Q Did you do any other employment with anybody else?

10 A No, I did not. I did do some landscaping in Florida.

11 Q What is your current residence?

12 A 118 Toucan Way.

13 Q What county is this in?

14 A Lexington.

15 Q Are you married?

16 A Yes, I am.

17 Q Do you have children?

18 A I have seven.

19 Q Seven. Do you have grandchildren?

20 A I have 14.

21 Q What kind of occupations are your children employed in?

22 A I have a daughter, my oldest daughter, she's in the
23 armed forces. She's been there for 18 years. I have a
24 grandson that's in the Navy. I have a daughter that's a
25 beautician. I've got them scattered from here to Kentucky to

1 Colorado.

2 Q I'm going to hand this document to you and ask you to
3 take a look at it, and ask if you recognize it?

4 A Yes, I do.

5 Q What is it?

6 A It's a true certified copy from Lexington County
7 Register of Deeds. The date of 7/8/2013.

8 Q All right. What does the document convey, purport to
9 convey?

10 A It tells me my plot and I have a blueprint to verify
11 that. It's recorded. I'm having a hard time reading that.
12 My eyes are not that --

13 Q It's recorded April 17, 2006?

14 A Correct.

15 Q What day is on this? (Indicating.)

16 A The 14th day of April, 2006.

17 MR. BROWN: Your Honor, I'd like to offer this as
18 Defendant's No. --

19 COURT REPORTER: Seven.

20 MR. BROWN: -- 7.

21 THE COURT: Any objection?

22 MS. COURAM: No.

23 THE COURT: Admitted without objection.

24 (Defendant's Exhibit No. 7,
25 recorded documents, was marked and entered.)

517

1 BY MR. BROWN:

2 Q So Mr. Reibold, you bought your home on April 14, 2006;
3 is that correct?

4 A Correct.

5 Q What survey did you rely on when you purchased that
6 home?

7 A Cox and Dinkins.

8 Q Would that be the survey that's been described
9 throughout this trial as Defendant's Exhibit No. 2?

10 A Correct.

11 Q When did you first become aware of a dispute with Ms.
12 Couram?

13 A When I purchased the home in April, 2006, it was within
14 two weeks that the deputy sheriff was called to my house.
15 When he approached, he didn't even get out of the car. He
16 asked me if I had been trimming some hedges and tree limbs
17 on the back of my property, and I told him, yes, and he said
18 that he had a call from Ms. Couram that I was trespassing.
19 I assured the officer that that, according to my plat was my
20 property and he said to me that it may wind up having to go
21 to court.

22 Q Now, did you actually, physically, see Ms. Couram on
23 this occasion?

24 A No.

25 Q All right. When was the first time you saw or made

1 physical contact or, you know, viewed Ms. Couram?

2 A I believe it was in the year, 2010.

3 Q All right. What happened?

4 A Again, the shrubbery and the tree limbs that just
5 overgrewed, and I went back to trim them and she approached
6 me and asked me what I was doing. I was telling her that,
7 and she said that I was actually trespassing. And I told
8 her that according to my deed that I was not. And we've had
9 some words and she was concerned about the back of the
10 property not having any shrubbery at all and she was going
11 to get some. I told her that I would be more than glad to
12 plant them for her or I had a truck. I would go get the
13 plants for her.

14 That night, apparently, she had dropped a letter, stuck
15 a letter between my door. I thought everything was okay
16 until the next morning when I opened the door it fell down
17 and I read what it had to say, and I was shocked.

18 I think she had mentioned the fact that she thought
19 that I thought she was dumb and I didn't know where that
20 came from or is it an issue because she was black, and I
21 didn't know where that come from.

22 So the next day I was in my backyard and she was
23 walking up towards me. I told her, I said, ma'am, I said,
24 you don't have to take me to court. This is something that
25 we can settle without going to court. And she would have

1 nothing to do with that.

2 Q Was Ms. Couram present -- there was testimony earlier
3 about you talking with Steve Fair with Ms. Couram present;
4 do you recall that?

5 A Yes, I do. It was right after I purchased the
6 property. I had called Mr. Fair up and asked him if he
7 would please come out to my backyard to show me the property
8 lines, and he did. Ms. Couram was standing on her side of
9 the property and I made it a point to speak loud enough so
10 that I was sure that she could hear what I had to say.

11 Q Why would you do that?

12 A Because I didn't want to have any more problems down
13 the road with this property line. So I asked Mr. Fair where
14 my property line was.

15 Q Where was your property line?

16 A It was -- actually there's an Alltel phone box and it
17 was six inches beyond it, which puts it past the oak trees.

18 Q I'm going to come up here with Defendant's No. 2. Tell
19 you what, can you come down?

20 A Sure.

21 (Mr. Reibold steps down from the witness stand.)

22 Q All right. I'll tell you what, I'm going to move over.
23 I'll hand you this pen. All the jurors can see.

24 Now, these oak tree or oak trees that you mentioned,
25 where is this oak tree?

1 A Okay. This is my plot right here. Here is the oak
2 tree. (Indicating.) There's this identification in there.
3 There's this round circle and it's marked oak trees. It
4 plainly shows that these trees and shrubbery that is on that
5 side is on my property. And I had trimmed off of these
6 trees and whatever vines were hanging over here, I trimmed
7 that, as well.

8 Q Now --

9 A Only to believe that that was my property.

10 Q Now, this Defendant's No. 2 what you based your
11 assertion on after talking to Steve Fair where your property
12 line was?

13 A That's exactly right. That's exactly what Steve Fair
14 pointed out to me.

15 Q Okay. Please have a seat.

16 (Mr. Reibold returns to the witness stand.)

17 Q Any time during this conversation you had with the
18 police officer right after you brought your property and
19 then after your conversation or during your conversation
20 with Mr. Fair, did Ms. Couram call you or come to you and
21 say I have proof that this might be incorrect?

22 A No, she didn't. But she did, however, drew out a
23 little map showing, basically, her property line and it was
24 on a short piece of paper and it was all done by pencil and
25 I told her at that time that I had the proof and I was

1 willing to show her, which I had the blueprint, and she
2 didn't want to see it.

3 Q So you offered to compare and show her --

4 A Correct.

5 Q She did not?

6 A She did not.

7 Q Did you and your spouse ever think about putting up a
8 fence in your backyard?

9 A Oh, yes.

10 Q Why would you want to put a fence in your backyard?

11 A With a many grandkids as I've got, you have to, but I
12 wanted it for safety reasons. I didn't want to have any
13 problems with the kids wandering in somebody else's yard or
14 kicking a ball in somebody's yard, but mostly I didn't want
15 -- I didn't want them to have the police come up and be
16 confronted with what, you know, we were confronted with. I
17 didn't want them to see that.

18 Q How old are -- what's the age range of your
19 grandchildren?

20 A From one year old to 20 years.

21 Q What -- can you describe this natural fence that Ms.
22 Couram keeps talking about. Can you describe -- there've
23 been some pictures put up on the screen. Can you describe
24 this natural fence?

25 A Well, when I first purchased the house I saw the wooded

1 area and I saw the trees. I fell in love with the trees. I
2 had no problem with the trees. The wooded area. There was
3 a lot of garbage at the edge of the trees that was put
4 there, probably from when the land was developed. Whatever,
5 rocks that was left over and all that was put back there. I
6 told my wife, I said, I gotta go back there and clean this
7 because this, to me, looks like a snake pit. And I started
8 to clean it.

9 Q And did you find any snakes?

10 A Well, I've killed eight snakes so far. Not necessarily
11 on that line, but on my property as well as Mr. Hooker's
12 property, as well as the gentleman who lives beside me on
13 the right side of me.

14 Q Are you concerned of snakes to this day?

15 A Yes, I am.

16 Q And why are you concerned?

17 A Because when I was cutting grass and I also cut Mr.
18 Hooker's grass and he has recently rented the house out to
19 some people. I told them, I said, now, I'm going to tell
20 you I heard a pine rattler back here and the lady came to me
21 and she said, you know, I thought I did, too. I said, well,
22 I'm going to see if I can kill it. Well, because I have the
23 fence up I had to go back over my yard to get a shovel to
24 see if I could locate this snake. Well, I looked on the
25 inside of my property. I didn't see it. So it had to be on

1 the outside. By the time I got back out it was gone.

2 Q Are you convinced there's a rattlesnake of some type in
3 that area?

4 A There is a pine rattler back there, believe me.

5 Q I'm going to hand to you Defendant's Exhibit No. 4. In
6 the background, what is in the background?

7 A Here? (Indicating.)

8 Q Yes, sir.

9 A That's some shrubbery that I have cut and laid down and
10 that actually came off of Mr. Hooker's side, because when I
11 was trimming my side he said, Carl, it looks great. I said,
12 do you want me to trim your side, too, and he said, please.
13 And I commenced to trim his side, as well.

14 Q Which side of the fire hydrant -- tell you what, hold
15 it up so the jury can see the picture. Which side of the
16 fire hydrant are these cuttings on?

17 A On the right side, which is on my property.

18 Q I'm going to hand you this one marked Defendant's No.
19 6. What is that?

20 A That is some cuttings that I done and again that's on
21 my property based on the plat that I have and if you notice
22 right here, there's some logs laying here on the ground that
23 Ms. Hooker said was her property from there, this way
24 towards her house.

25 Q You mean Ms. Couram?

1 A I mean Ms. Couram. I'm sorry. That that was her
2 property and this here (indicating) was either Mr. Hooker's
3 or mine.

4 Q Now where is this oak tree that's referred to in the
5 survey?

6 A There's three of them. It's all one big base with
7 trees coming off of it, and that's this big one right here.

8 Q Now, I'm going to hand you what has been marked as
9 Defendant's No. 5. What is that?

10 A That is tea vines. Tea vines and branches, dead
11 branches that I've taken off the tree that when kids were
12 playing back there I did not want them to get hurt with a
13 fallen branch and the tea vines, if you'll look at some of
14 the limbs that have the leaves on it, those are the tea
15 vines that will actually grow up a tree and literally choke
16 the tree if you don't pull it out. And I had showed that to
17 Ms. Couram, also, and pointed out that tea vines had
18 actually had pulled and she could see the vines were just
19 loaded on the trees, but this one particular vine I could
20 not pull down, and she saw that I made every effort to get
21 it down.

22 Q You've heard testimony about the police being called on
23 December 14, 2010. Who were they called out to talk to?

24 A I'm going to be honest with you, I don't know the
25 dates, but they were called on me. I did talk to an

1 officer. I could not tell you his name. And he assured me
2 that he was there to talk to me, if nothing else he was to
3 arrest me for trespassing. And it shocked me. I mean, I
4 was just devastated. I said, what do you mean, trespassing?
5 He said, well, Ms. Couram had called the police and said
6 that I had trespassed. He went on the property and looked
7 to see if I had trespassed. And he came back to me and he
8 said, I saw no evidence of any trespassing. --

9 MS. COURAM: Objection. Your Honor, that would be
10 hearsay.

11 THE COURT: Sustained.

12 BY MR. BROWN:

13 Q Just tell the jury what you recall, not what the
14 officer said.

15 A Okay. I just -- what I just said.

16 Q Were you arrested?

17 A No.

18 Q You heard Ms. Couram testify that you, Officer Creech,
19 and Mr. Hooker stood outside for about 40 minutes talking
20 during one of these times an officer showed up. Do you
21 recall that?

22 A No.

23 Q Have you eventually -- have you put up a fence?

24 A Yes, I have.

25 Q Now, come down again and show the jury --

1 (Mr. Reibold steps down from the witness stand.)

2 Q -- approximately where, on Defendant's No. 2, you put
3 up this fence. Again, do not use this to draw on the
4 exhibit.

5 A Okay. The fence that I put up is about three feet on
6 the inside of my property facing Mr. Hooker's. Back here,
7 my property goes past the oak trees, but my fence is in
8 front of the oak trees. So it's three feet on two of the
9 sides. The other gentlemen on this side here (indicating)
10 put the fence up here, and I just hooked into his fence.

11 Q All right, now you say you hooked into his fence, are
12 you talking about hooking into his fence at this rebar here?
13 (Indicating.)

14 A Exactly. I could have went where it was supposed to
15 have been, because there were so much problems I kept it on
16 this side of the trees and just tied in right here.
17 (Indicating.)

18 Q Now, you say you could have put it where you wanted or
19 you could have put it, I guess, where it should have been?
20 Are you talking about this line here? (Indicating.)

21 A Correct.

22 Q Because to your knowledge is the property line?

23 A Is my property line.

24 Q Based on Exhibit No. 2?

25 A Exactly.

1 Q That's in your deed?

2 A Correct.

3 Q Thank you.

4 (Mr. Reibold returns to the witness stand.)

5 Q Has anyone given you any indication that this survey,
6 Defendant's No. 2, is incorrect or invalid?

7 A No, they have not.

8 Q You've heard Ms. Couram testify or you saw pictures of
9 dead birds in her yard. Do you have any idea where those
10 birds came from?

11 A No, I have no idea.

12 Q Do you have any cats?

13 A No.

14 Q Are you aware of your neighbors having any cats?

15 A Not that I'm aware of.

16 Q This dog that you testified to that the persons
17 currently residing at 122 Toucan Way, have you heard this
18 dog before barking or causing trouble?

19 A There is no dog -- there is dogs there now, at Mr.
20 Hooker's house, but they're inside the house. They're not
21 outside.

22 Q But you've not heard them barking or causing
23 disturbances at 6:00 o'clock in the morning?

24 A No. They do walk the dogs, but they're on the leash,
25 and if they do their business in the yard, I've seen the

1 lady pick it up and --

2 Q In your lifetime, Mr. Reibold, do you recall having the
3 police called out on you before?

4 A Never.

5 Q Are you aware of any trespass you've made against Ms.
6 Couram?

7 A I have never trespassed on anyone's property.

8 Q Are you aware -- have you done anything knowingly to
9 cause a nuisance to Ms. Couram?

10 A No.

11 Q You saw the photographs that Ms. Couram exhibited
12 earlier of your fence, right?

13 A I saw a glimpse of it. I'm not sure that that -- I'd
14 have to see it again.

15 MR. BROWN: Your Honor, we'd like to go ahead and pull
16 up the pictures of the fence that Ms. Couram exhibited.

17 (Pause for photos to be displayed.)

18 MR. BROWN: Thank you, Ms. Couram.

19 BY MR. BROWN:

20 Q All right. Mr. Reibold, is that a picture of your
21 fence?

22 A Yes, it is.

23 Q All right. Can you tell where that -- I mean, where
24 that fence is situated on your property?

25 A That is approximately three, maybe four feet away from

1 my actual property line in the back.

2 Q All right. Now, you heard Ms. Couram testified as to
3 the door opening to the outside?

4 A Correct.

5 Q Why would you make the door like that?

6 A Because I did not put the fence on the property line, I
7 wanted to make sure that if anybody was behind there, kids
8 or anything else, they was climbing the trees. I was going
9 to be liable for that. I wanted to make sure I had access
10 to get straight out the fence. Had I put the fence on the
11 property line there would not be a gate there.

12 Q Can you tell -- do you have any idea what that is; can
13 you tell what that is? (Indicating.)

14 A Can I come up there?

15 Q Sure. Watch yourself.

16 (Mr. Reibold steps down from the witness stand.)

17 A This right here?

18 Q Yes, sir?

19 A It's hard for me to make it out because it's blurry,
20 but I know since I put the fence up that Ms. Couram had
21 planted some trees beside my oak trees. It was kind of
22 funny because on this side of the fence, I'm on the other
23 side, and I see these bushes walking and I'm thinking -- I'm
24 thinking, I'm on my back porch, the back deck, and I'm
25 asking myself what is God's name is this. I was thinking

1 kids was back there. So I opened the gate to investigate
2 and it was Ms. Couram, planting trees.

3 Q Would you say those trees were planted within the
4 shadow of the fence?

5 A Yes.

6 Q Inside the dark, not the light?

7 A Yes. The oak trees that's clearly visible. The oak
8 tree is like this and her plants, actually some of them are
9 even in front of the oak tree, which makes it even closer to
10 my lot because my lot is past the oak trees.

11 Q So these trees she planted directly behind your fence,
12 on your property based on the Cox and Dinkins survey,
13 Defendant's No. 2; correct?

14 A Correct.

15 MR. BROWN: Ms. Couram, can we pull up another picture
16 of the fence with the little debris timbers or the ones that
17 were --

18 (Pause for Ms. Couram to display photographs.)

19 BY MR. BROWN:

20 Q All right. Stop right there. Let's do that one.

21 All right. Mr. Reibold, where are these oak trees in
22 relation to this fence?

23 A I haven't measured the actual measurement from the
24 fence to the trees, but this tree is my property. It comes
25 six inches past the trees and the plants are in this line

1 right here: (Indicating.)

2 MR. BROWN: Ms. Couram, if you don't mind if you can go
3 back and show --

4 MS. COURAM: I don't know what you're looking for?

5 MR. BROWN: It's the one that you showed when the fence
6 -- part of it was a different color and you said you could
7 tell by the color that it was actually part of his fence.

8 MS. COURAM: The debris?

9 MR. BROWN: Yes. There.

10 BY MR. BROWN:

11 Q Mr. Reibold, what is that?

12 A That is cuttings off of my fence that is laying on the
13 outside of my fence that is still on my property?

14 Q Those have not been moved, as of today?

15 A I have not been back there. When -- after I put the
16 fence up and I was told to not do anything with this
17 property right here, I never went back to do anything.
18 According to my plat, this stuff right here is on my
19 property. See the tree right here; (indicating) my property
20 comes all the way over here. (Indicating.)

21 Q Thank you. Go ahead and sit back down.

22 (Mr. Reibold returns to the witness stand.)

23 Q What happened -- when Ms. Couram testified that you
24 told her that you were going to pull the plants up that she
25 planted after the case was over? What happened?

1 A When I opened the gate up and I saw Ms. Couram planting
2 those trees. I said, ma'am, you're trespassing, and she
3 replied that that was her property, and I said, I stated to
4 her that I thought that was for the court to decide and that
5 it was. But if the court proves that it is my property, I
6 would pull those trees up.

7 Q So you didn't threaten to pull them up?

8 A No.

9 Q You just simply said if --

10 A I have not touched those trees, they're still there, as
11 far as I know.

12 Q You have asked for what's called a declaratory judgment
13 for the property line; do you understand that?

14 A Yes.

15 Q Do you have any evidence to the contrary that the
16 property line shown in Defendant's Exhibit No. 2 is
17 incorrect?

18 A (No response.)

19 Q Do you have any evidence that this survey is wrong?

20 A No.

21 Q Is that the same property line that you've been using
22 since you purchased the property?

23 A Yes.

24 Q Is that the same property line that's based on the
25 survey that's described in your deed?

1 A Correct?

2 Q You've seen no evidence from anybody including Ms.

3 Couram that this is correct?

4 A I've seen nothing from anyone.

5 Q As far as the allegations of 15 feet onto her property;
6 do you have any knowledge as to that?

7 A No. If I had 15 -- if I was 15 feet on her property --
8 yeah, I would almost be touching her house.

9 Q You have also, like Mr. Hooker, sought damages against
10 Ms. Couram for nuisance; correct?

11 A Correct.

12 Q How has Ms. Couram interfered with your family's use of
13 your backyard?

14 A Well, it has devastated me. I can't sleep, even today.
15 I've been going through this since 2006. Enough is enough.
16 I want it settled today. I'm tired of getting up at 2:00
17 o'clock in the morning, going out on the back deck and
18 looking to see if everything's okay. I'm tired of it.

19 Q You just want this to be over?

20 A I want this to be over. And if I decided to sell down
21 the road I do not want those people to go through what I
22 went through.

23 Q You simply just want piece of mind?

24 A That's it.

25 Q Is there anyone else prohibiting your use of the

1 backyard?

2 A No.

3 Q Now, you've also claimed the claim of intentional
4 emotional distress. How has Ms. Couram effected you
5 emotionally?

6 A I'm a nervous wreck. I can't -- like I said, I can't
7 sleep. My wife, she worries about me constantly. I had
8 surgery. I had a five bypass. I'm not supposed to stress
9 out at all and this was in 2002.

10 Q Do you believe that this kind of behavior against you
11 is reasonable?

12 A You know, when I left Memphis, Tennessee, I was
13 intended to move back to Florida until my kids said, Dad, be
14 around your grandkids. We don't have to drive to Florida.
15 I said, great. That's good. That's exactly what I did. I
16 bought Mr. Fair's property thinking this is going to be
17 lovely. I'm going to get to be around my kids all the time.
18 It's been a nightmare.

19 Q Do you believe all this could have been handled
20 differently?

21 A We could have solved this problem in the second week of
22 2006 when I purchased the property when she was claiming
23 that I was cutting stuff off of her property. If she would
24 have just come to me and said, Mr. Reibold there's a problem
25 with this survey. We need to sit down to talk about this.

1 I would have loved to have done that rather than this. I
2 offered one time to show her my plat.

3 Q Thank you, Mr. Reibold. Please answer any questions,
4 Ms. Couram may have for you.

5 THE COURT: Cross-examination.

6 CARL REIBOLD - CROSS-EXAMINATION

7 BY MS. COURAM:

8 Q Mr. Reibold, you said that I said something to you in
9 April 2000 --

10 THE COURT: Please stand when you question the witness,
11 please.

12 BY MS. COURAM:

13 Q You said that two weeks after you bought your property
14 I had something to say to you?

15 A No, ma'am.

16 Q That was in April?

17 A No, ma'am. What I said, two weeks after I purchased
18 the property a deputy sheriff drove up in front of my house
19 and said you had complained about me trimming on the trees.

20 Q I don't have a police report -- the only police report
21 I have is regarding Mr. Fair.

22 A The police officer never got out of his car. He stated
23 he was called and he asked me if I was trimming in the back
24 and I said, yes. He asked me to stop that you had
25 complained of me trimming the trees.

1 Q Okay. And that was when?

2 A That was just a few weeks after I purchased the home.

3 Q And you bought the house in April of 2006?

4 A Correct.

5 Q And I called the police for Mr. Fair on April 7, 2006.

6 Not related to you at all.

7 You also said that when you were out there with Mr.
8 Fair you were speaking loud enough for me to hear him
9 explaining to you about where the property line was; what
10 was that about?

11 A Because the police had come to my house and asked me
12 about the trimming. I was curious to find out where my
13 property line was --

14 Q Uh-huh. (Affirmative response.)

15 A -- and Mr. Fair showed me and he told me where the
16 property line was.

17 Q And can you come down here and show us where it is with
18 the photos?

19 (Mr. Reibold steps down from the witness stand.)

20 Q You said a couple things, I just want to clarify them.

21 A Okay.

22 Q You said that -- that blue thing right there is a
23 bucket. I put it there.

24 A I couldn't tell what it was.

25 Q It's a bucket. So would you say your property line is

1 right by where that bucket is located?

2 A It's within this vicinity. It's hard to say because I
3 can't see the trees to give myself a guide.

4 Q Hold on. How about that one?

5 A I still can't see the trees. This is shrubs. The
6 trees is -- my property line goes past the oak trees.

7 There's the trees, here. (Indicating.) My property
8 goes past the oak trees.

9 Q But that would be beyond that bucket, though?

10 A Well, I don't see the bucket.

11 Q Right. That's because the bucket is about three feet
12 further over.

13 A Over this way?

14 Q Uh-huh. (Affirmative response.)

15 A To my fence?

16 Q Uh-huh. (Affirmative response.)

17 A So that would be on my property?

18 Q I know. That's what I'm saying.

19 A Yeah, the bucket was on my property.

20 Q The bucket was separating your property from -- part of
21 my property. I'll put it back on. You said this bucket was
22 about right here?

23 A That's your bucket.

24 Q That's what I was working with when I was replacing the
25 trees in that wooded area, right there, that you cut down.

1 A No, ma'am.

2 Q No, ma'am?

3 A No, ma'am. I did not cut over here.

4 Q Well --

5 A That was already thinned out because you said you
6 wanted to plant some shrubbery back there and I offered to
7 help you with that.

8 Q Hold on. There's the blue bucket again.

9 A Yeah, but it's not where it was a minute ago.

10 Q I know. So where is your property now?

11 MR. BROWN: Your Honor --

12 A It's passed the trees. This -- I would say probably is
13 right on the property line, right close to it.

14 Q That's what I thought. Thank you.

15 I also want to show you the -- where you're talking
16 about is the area where Mr. Fair has caused the destruction,
17 where -- that you thought right there?

18 A Do what, ma'am, I didn't hear you?

19 Q Mr. Fair, when he did the construction and he thinned
20 out that area right there. We did talk about that and you
21 did offer to replant that area right there. (Indicating.)

22 A That little space we were talking about?

23 Q Uh-huh. (Affirmative response.) That's the places --
24 when you cut them, the shrubs here you went over the
25 property line?

1 A No, I did not.

2 Q Well, one second and I'll show you.

3 (Pause.)

4 Q That indention right there. All that is no plants
5 there. I've been replacing that right there. (Indicating.)

6 MR. BROWN: Your Honor, is that a question or is that
7 just a statement. If it's a statement, I'm going to object.

8 THE COURT: I'll sustain that.

9 Will you phrase your question, please?

10 MS. COURAM: Okay.

11 BY MS. COURAM:

12 Q Okay. Now, you said that your property went a little
13 bit beyond this tree right here?

14 A Can you blow it up? There's got to be at least three
15 trees in one trunk that comes out. It's six inches past the
16 property.

17 Q Because I went out there and I located the pin for this
18 area, so I know pretty much where it is. I did try to
19 phrase that as a question.

20 Were you aware that I went out and located the pin
21 because I marked the area with the pin?

22 A No, I was not.

23 (Pause.)

24 Q That's the picture right there, but I can't get it to
25 focus. Okay.

1 All this where the blue bucket is, can you see that?

2 A (No response.)

3 Q That's all thinned out with your trimming and that's
4 all in the middle --

5 MR. BROWN: Objection. That calls for a conclusion.

6 THE COURT: I didn't hear the question. What was the
7 question?

8 MS. COURAM: The question is, this area right here is
9 thinned out as a result, did you think this area out when
10 you were trimming and pulling vines and so forth.

11 THE COURT: Overruled. Go ahead.

12 MR. REIBOLD: Go ahead and answer?

13 THE COURT: Yes, sir.

14 A The thinning out part has nothing to do with me cutting
15 bushes on your side of the property. Anything that was from
16 those trees across, mind you, I said passed the trees,
17 that's in front of those trees, I did cut. That was on my
18 property. So, yes, it would thin out. If you're looking at
19 it from your side of the yard and say, yes, it's thinned out
20 quite a bit, but it has nothing to do with the natural
21 boundaries that you -- the natural fence. I cut in front of
22 that. You understand?

23 BY MS. COURAM:

24 Q Uh-huh. (Affirmative response.)

25 A I cut beside of those trees and thinned that out. Yes,

1 I did.

2 Q So when you thinned out you also did some destruction
3 to my part of the property --

4 A No.

5 Q -- because when you thin out, the thinning out also
6 effected my side of the property.

7 THE COURT: Ask a question, not a statement, please.

8 BY MS. COURAM:

9 Q Then when you thinned that out, didn't that -- wouldn't
10 that say that you effected not only your part of property,
11 but also mine?

12 A No, because it's on my part of the property. I don't
13 know what it's going to do to the rest of the property, but
14 if it's on my property it's like a tree and a fence. If the
15 tree is like this (indicating) and the fence is going like
16 this (indicating) and your limbs are hanging over on my
17 side, I have a right to ask you to cut those limbs or I,
18 myself can cut it. And that's basically what I did with the
19 shrubbery.

20 Q But doesn't that look like there's threes and things
21 missing --

22 A Well --

23 Q -- I mean, I've been there for 19 years, I mean, since
24 1994 and I've never seen that before.

25 A Well, that's because no one had cut it.

1 THE COURT: Just stop. Come back, have a seat.

2 (Mr. Reibold returns to the witness stand.)

3 THE COURT: I'm going, again, to ask you to ask
4 questions. We're not having a dialogue up here. You're
5 going to ask proper questions. You can make them leading,
6 but there has to be question format, please.

7 BY MS. COURAM:

8 Q Okay. I've been on the property since 1994, there were
9 kids playing in the part over there since 1994 and before
10 that. We never had any problems with snakes. Why, all of a
11 sudden, when you moved in we've had all these snake issues?

12 A I have no idea. I know what in the first two weeks
13 when I purchased the home I killed a garter snake.

14 Q Uh-huh. (Affirmative response.)

15 A But if you're as scared of a snake as I am --

16 Q Uh-huh. (Affirmative response.)

17 A -- it would make no difference if it was a rubber
18 snake, I'd have killed it 10 times over.

19 Q So why would you be in the woods if you're scared of
20 snakes?

21 A They were not in the woods. They were in my yard.
22 We've killed one in front of my steps going to house. I've
23 killed two in front of the steps in my back porch.

24 Q Mr. Reibold, why did you wait until 2010 to put up a
25 fence and you have 14 grandkids and you were afraid for them

1 and you were there since 2006?

2 A Financially, didn't have the money, and it got to the
3 point with having to deal with the law about the property,
4 it's time for me to put a fence up. I put the fence up well
5 within my boundary. I didn't go as far as I could have went
6 on Mr. Hooker's side I put it three feet from my side.
7 Toward the back, I put it three to four feet on my side.

8 Q Mr. Reibold, I get up at 5:00 o'clock in the morning to
9 go to work five days a week and on the weekends I'm probably
10 not up until 9:00 o'clock. You're saying that the actions
11 that took place in December result in you being up at 2:00
12 o'clock in the morning because you can't sleep because I
13 called the police to try and keep things kosher, so to
14 speak, between us, but you're up at 2:00 in the morning and
15 you're afraid and you're looking out because you're afraid.
16 Why is that?

17 A I don't know.

18 Q I don't understand that.

19 A It's a fear. I've never -- no one has ever called the
20 police on me.

21 Q No one's called --

22 A I feel like what did I do to deserve this and now it's
23 about my property. It's about my property, and all I'm
24 doing is protecting what is mine --

25 Q Uh-huh. (Affirmative response.)

1 A And according to my plat, the blueprint that I have --

2 Q Uh-huh. (Affirmative response.)

3 A -- I've done nothing wrong.

4 Q Uh-huh. (Affirmative response.) And --

5 A I've even offered --

6 Q Uh-huh. (Affirmative response.)

7 A -- to help you plant some plants and go get them for
8 you.

9 Q Uh-huh. (Affirmative response.) But I think I thanked
10 you and I said I'd do that myself.

11 A You did. You did.

12 Q But how do you think that me, as a female, a black
13 female in the south --

14 MR. BROWN: Your Honor, I object. That's --

15 Q -- feel about --

16 THE COURT: I sustain the objection.

17 BY MS. COURAM:

18 Q Did you think that I was comfortable with that, to call
19 the police to have them come to my house as a public
20 employee?

21 A I have no idea, ma'am. It was an uncomfortable feeling
22 just to find the letter that you put in my door.

23 Q Okay. I can explain that, but I don't think I'm
24 supposed to.

25 I don't think I have anything else.

1 THE COURT: Redirect.

2 MR. BROWN: No, redirect, Your Honor.

3 THE COURT: All right, sir, you may step down.

4 MR. BROWN: One final witness. Very briefly.

5 THE COURT: Okay, sir.

6 MR. BROWN: Sabrina Hooker.

7 THE COURT: Okay.

8 THE CLERK: Place your left hand on the Bible and raise
9 your right.

10 (WHEREUPON, Sabrina Hooker was
11 sworn to tell the truth.)

12 THE CLERK: Have a seat and state your name for the
13 record.

14 MS. HOOKER: Sabrina Kay Murrell Hooker (sp).

15 SABRINA HOOKER - DIRECT EXAMINATION

16 BY MR. BROWN:

17 Q Ms. Hooker, what is your occupation?

18 A I'm a kindergarten teacher.

19 Q Where at?

20 A Lexington Elementary.

21 Q All right. How long have you lived in Lexington
22 County?

23 A My whole life. Some 30 plus years.

24 Q When did you buy your property at 120 Toucan Way?

25 A In November, 2005.

1 Q The deed that's been handed up is Defendant's Exhibit
2 No. 3. Who is the listed owner of that property?

3 A Myself.

4 Q Anybody else listed as co-owner?

5 A No, sir.

6 Q That's all I have. Thank you.

7 THE COURT: Cross-examination.

8 MS. COURAM: I don't have anything.

9 THE COURT: All right. Thank you. You may step down.

10 All right. Any other witnesses?

11 MR. BROWN: No further witnesses, Your Honor. The
12 defense rests.

13 THE COURT: Okay.

14 Ladies and gentlemen, we have, at this point, at the
15 end of the plaintiff's case it happened, so at the end of
16 the defense case I have some administrative matters. We
17 will make the determination whether there will be any reply
18 testimony.

19 If you'll go back to the jury room and we will send for
20 you back for further testimony.

21 (Jury out at 4:01 p.m.)

22 THE COURT: All right. Ms. Couram, any motions at this
23 point directed towards the defense case?

24 MS. COURAM: I'd like for the --

25 THE COURT: Just go like we did earlier. Their claims

1 are nuisance and intentional emotional distress and DJ as to
2 the settlement of the boundaries in dispute, which I take as
3 a non-jury matter to be determined by the Court. C101 (CofB)

4 MS. COURAM: I'm sorry. Would you repeat them again,
5 please?

6 THE COURT: Nuisance. Intentional infliction of
7 emotional distress. Declaratory Judgment seeking a
8 resolution of the boundary dispute, okay.

9 MS. COURAM: The nuisance --

10 THE COURT: When I said, further the DJ would be
11 determined by the Court. It is not a jury issue.

12 MS. COURAM: Okay. I don't see where they were able to
13 prove intentional infliction of emotional distress so I
14 would like -- I would probably ask for a directed verdict in
15 that area.

16 THE COURT: All right.

17 Mr. Brown.

18 MR. BROWN: Your Honor, as far as Mr. Hooker goes, the
19 fact that the police were called to his house three times in
20 three days. He was asked -- it was asked that he be
21 arrested for criminal trespass two of those days.

22 He testified that that appears to be unreasonable. He
23 can't even go out and play in the backyard with his son and
24 play soccer. He has testified he wanted to put up a fence
25 and do it for safety. And also for privacy and also for Ms.

1 Couram, as well. You know, he could not even do that.

2 As far as Mr. Reibold goes, it's along the same lines.
3 He has the police called to his door, come to his door two
4 weeks after he buys his house. He has offered to plant
5 shrubs for Ms. Couram. And, you know, he has testified
6 after having the police called by in mid-December 2010, he
7 can't sleep at night. You know, he's got health issues that
8 this has not caused, but certainly keeps him away at night.
9 His wife is fearful for him and they've both testified that
10 this is unreasonable conduct.

11 THE COURT: All right.

12 *I'm granting the motion as to intentional infliction as
13 to both defendants. Number one. I don't think the
14 complained conduct, viewed in the light most favorable to
15 these defendants, even if true, would constitute the proper
16 act that would fall the intentional infliction of emotional
17 distress, the type of outrageous, intolerable conduct that
18 the law envisions.

19 Furthermore, there has been absolutely no medical
20 testimony to tie up any distress. So there's been no
21 proximate cause established. Therefore, I find that you
22 failed to establish those causes of action.

23 All right, as to nuisance, *let me just say this. I'm
24 going to treat you as having made a motion for directed
25 verdict as to nuisance.

1 I went back and read nuisance further during lunch.
2 This is as to your claim for nuisance and as to your claim
3 for nuisance. In other words, this is joint and I don't need
4 and I'm not asking for further argument on it.

5 I'm reading, just for your edification, your request to
6 charge on civil -- prepared by Ralph King Anderson, Jr.

7 Generally, a private nuisance is that class of wrongs
8 that arises from the unreasonable, unwarrantable, or
9 unlawful use by a person of his own property, personal or
10 real. A nuisance is anything that will hurt, inconvenience
11 or damage or which essentially interferes with the enjoyment
12 of life or property. It has been described as the unlawful
13 use of property causing material annoyance, discomfort or
14 hurt to another person. It is an unreasonable interference
15 which is continuous or has the potential to recur with the
16 use and enjoyment of the plaintiff's land by the defendant
17 or the defendant's conduct on his or her land.

18 Everybody holds property subject to the implied
19 obligation that he will use it in such a way as not to
20 prevent others from enjoying the use of their property.

21 In other words, you are engaging in illegal conduct on
22 your own property which somehow interferes with your
23 neighbors property or the plaintiff's property who is
24 bringing suit.

25 What we have here is a classic land dispute. There's

1 nothing in my mind that doesn't tell me or what I've heard
2 that doesn't tell me that Ms. Couram doesn't believe that
3 the property's hers. I think she honestly believes that.
4 I think she is mistaken, but I think she honestly believes
5 that. I think that your clients honestly believe it's
6 theirs. But there's nothing that she's done in the use of
7 her property that is illegal. There is nothing that's been
8 done by the defendants in the use of their property that's
9 illegal.

10 So nuisance is not a proper cause of action for you or
11 you. Both sides don't have a claim for nuisance and I'm
12 dismissing your claim for nuisance, Ms. Couram, and the
13 defendant's claim for nuisance, okay.

14 Now, the question then becomes that of trespass, as to
15 the plaintiff's claim that there's been trespass in this
16 case, okay.

17 Now, do you have any, as to the declaratory judgment
18 action as to the boundary dispute, do you have any
19 authority, whatsoever, Ms. Couram that says that that is a
20 jury issue that should be determined by the jury?

21 MS. COURAM: Yes. The plats.

22 THE COURT: No. Do you have any case law or statutes or
23 cases to that effect?

24 MS. COURAM: Declaratory judgment. No.

25 THE COURT: Do you have any cases or case law that says

1 the -- in this particular declaratory judgment action that
2 the boundary dispute is a question of fact to be determined
3 by the jury as opposed to a question of law to be determined
4 by the Court?

5 MS. COURAM: No, I don't.

6 THE COURT: Okay. Thank you, ma'am.

7 Now, with that being said, did you present any expert
8 testimony as to anything other than your plat; did you
9 present any expert testimony at all?

10 MR. BROWN: No, Your Honor. I presented no expert
11 testimony. They've relied on the Cox and Dinkins survey.

12 ~~X~~ THE COURT: Well, let me just say this, I don't have
13 enough information before me to make a determination on the
14 boundary dispute. I think that would have to be subject to
15 somebody saying, okay, this is her plat, this is her plat
16 and there's nothing wrong here. I know Drafts started to
17 say something along those -- but he didn't go so far as to
18 establish that, I don't believe. Y'all big point in that
19 case was that I hear from you and I hear both sides. The
20 big point of his testimony was plat that they performed did
21 not have a pin placed on the plaintiff's property that she
22 maintains.

23 Now, if you disagree with me I have no problem with
24 being corrected by either side, but I am finding as a matter
25 of law in this case that there is nothing that's been

1 established to challenge the validity of the Cox and Dinkins
2 plat. * That will be something that will have to be reviewed
3 by another court if the parties choose to do that.

4 MS. COURAM: I do. I do want to place an objection to
5 that.

6 THE COURT: Ma'am?

7 MS. COURAM: I do want to reserve the right for an
8 appeal for that.

9 THE COURT: Yeah.

10 MS. COURAM: Objection.

11 THE COURT: Well, you're protected. I've tried -- I
12 know that you're pro se so as far as I'm concerned you've
13 objected to all my rulings in case you want to have it
14 reviewed. What the Appellate Courts do with it, that's up
15 to them.

16 Now, as to your request to let you recall these other
17 witnesses that you didn't bring information out on, I'm not
18 going to let you do that. This case has drug on and it's
19 been repetitive and I don't see the need to reopen that
20 testimony again.

21 With that being said, do you have any other reply
22 testimony that would be responsive to the plaintiff's case,
23 excuse me, from the defendant's case?

24 MS. COURAM: That doesn't mean calling the witness does
25 it?

1 THE COURT: Ma'am?

2 MS. COURAM: That doesn't mean calling another witness?

3 THE COURT: You may call another witness as long as --
4 well, you don't even have to identify them, but it has to be
5 responsive to the testimony presented by Mr. Hooker, Mr.
6 Reibold or Ms. Reibold.

7 MS. COURAM: That has to do with these plats?

8 THE COURT: No, ma'am, that has to do with their
9 testimony, if their testimony was about those plats, then
10 there can be a response to it, but you're not going to go
11 back into things that you could have brought up in your case
12 in chief. That's what I'm trying to tell you.

13 MS. COURAM: Right. I want to call Mr. Rawls up here.

14 THE COURT: Mr. who?

15 MS. COURAM: Mr. Rawls with Cox and Dinkins.

16 THE COURT: Okay. All right. Bring him forward.

17 Let's take -- go ahead.

18 MR. BROWN: I apologize, Your Honor. I was going to ask
19 if we're going to -- if we can readdress the trespass claim,
20 but if not, if Mr. Rawls is going to be called I can
21 proceed.

22 THE COURT: Okay.

23 MR. BROWN: The only thing I can say is if we can get
24 him up and down. The same thing applies as yesterday as far
25 as leaving between 5:00 and 5:30, babysitter.

534

1 THE COURT: Okay. And I've never given you an
2 opportunity to address the trespass claim and I apologize.
3 You can address that if you'd like.

4 MR. BROWN: I'll wait, if you need to --
5 (Bailiff passes note from the jury to the Court.)

6 THE COURT: Okay.

7 The jury has asked the question, is it possible for the
8 jury to see the letter from the plaintiff to Mr. Reibold.

9 MS. COURAM: That letter is part of the record, but I
10 don't have it with me.

11 THE COURT: You do not have it?

12 MS. COURAM: No.

13 THE COURT: Okay.

14 MS. COURAM: But it is in the record up there.

15 THE COURT: Ma'am?

16 MS. COURAM: It is with the Court. I did file it with
17 the court, but it probably would take you forever to find
18 it.

19 THE COURT: Well, let me just say this, the procedure is
20 you put your evidence in your case in chief.

21 Now, that was brought up in Mr. Reibold's case so that
22 would be responsive in her reply case. If you choose to put
23 it in your reply case I'm going to let you do that as long
24 as you lay the proper foundation. But I'm not going to
25 start submitting evidence myself. I don't care if it's pro

1 se or not. We're going by the rules of court, okay.

2 Now, if you want me to give you an opportunity to look
3 through there and find your letter my law clerk will come
4 down there and he'll help you do that.

5 Do you have an objection to that?

6 MR. BROWN: No, I have no objection to that.

7 THE COURT: Do you intend to call -- what's your name,
8 sir?

9 MR. RAWLS: Don Rawls.

10 THE COURT: Don Rawls. Okay.

11 Do you intend to call Mr. Rawls to the stand?

12 MS. COURAM: Yes, sir.

13 THE COURT: Very good.

14 Would you take that down, please and while you oversee
15 that would the rest of the court staff can take a break,
16 okay.

17 MR. BROWN: Your Honor, do you want to hear the motions
18 after we come back from the break?

19 THE COURT: Yes.

20 MR. BROWN: Okay. Thank you.

21 THE COURT: I'm going to treat yours and deny it as to
22 trespass. Did you have any new grounds or the same ones you
23 argued before?

24 MR. BROWN: It was going to be the same ones we argued
25 before.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(Court's Exhibit No. 2, jury note,

was marked.)

(Court in recess for break.)

(Court in session after break.)

THE COURT: Please be seated.

First as to this letter, I understand it's in a different case file; is that correct?

THE CLERK: Well, at first we thought maybe, but it's not. We've got everything scanned in and I don't see it in there.

THE COURT: Okay. Let me just say this. I'm going to tell -- here's what I would plan on charging -- telling the jury about their request. Number one, I'm going to remind them they are not to be talking about this case during breaks. Obviously, if they wrote a letter asking for that information, they are. So I'm going to remind them again that they're not supposed to. And number two, the evidence that they will review will be the evidence that's admitted or presented by the plaintiff or presented by the defendants in this matter, okay.

Any objection to that?

MS. COURAM: No, sir.

MR. BROWN: No objection.

THE COURT: Okay. May I have a copy of -- Madam Court Reporter, the jury's letter.

1 (Court's Exhibit No. 2, passed to the Court.)

2 MR. HOWSER: I don't think this was marked as an
3 Exhibit, is it alright if I take it with me?

4 THE COURT: Any objection?

5 MR. BROWN: None.

6 THE COURT: Would you identify what "this" is?

7 MR. HOWSER: This is a blown up copy of the deed, and,
8 in other words, there may have been a smaller one that was
9 referred to.

10 MS. COURAM: I think I have a smaller one on the back of
11 one of these. (Indicating.)

12 MR. HOWSER: I can leave it if the Court wants me to. I
13 thought I'd just get it out of the way.

14 THE COURT: No. I just want the record to be clear
15 where --

16 MR. HOWSER: It's the first page of the deed from Steve
17 Hendrix Builders to Glenda R. Couram.

18 MS. COURAM: It's on the back of this. (Indicating.)

19 THE COURT: All right. Very good.

20 All right. Here's what we're going to do. Where's Mr.
21 Rawls? Let's go ahead and get his testimony today.

22 I'm going to respond to the jury.

23 Do you intend to call Mr. Rawls in your case in reply;
24 is that correct?

25 MS. COURAM: Yes. And if it's inappropriate you'll let

1 me know?

2 THE COURT: Ma'am?

3 MS. COURAM: And if it's inappropriate you'll let me
4 know?

5 THE COURT: Again, I can't advise you. I will be
6 subject to objection from the defense lawyers.

7 Would you bring the jury in.

8 (Jury in at)

9 THE COURT: Let me response to a question from the jury.
10 The question is is it possible for the jury to see the
11 letter from the plaintiff to Mr. Reibold. Two things. Let
12 me remind you, the fact that I got this note means you've
13 been discussing the case back in the back room. You can't
14 do that. I'll remind you you can't do that, okay.
15 Secondly, the evidence that you will review will be the
16 evidence that is presented by the plaintiff and presented by
17 the defense. I will tell you that both parties in good
18 faith have searched for it. They don't have that. Either
19 side, okay.

20 Any objection to that explanation from the plaintiff?

21 MS. COURAM: No, sir.

22 THE COURT: From the defense?

23 MR. BROWN: None, Your Honor.

24 THE COURT: All right.

25 Now, at this point, the plaintiff is going to call a

1 witness or two in reply. She presents her case in chief and
2 the defense has a right to present their case and then she
3 has a right to reply to their case. It is responsive to
4 information they brought up in their case, okay.

5 Call your witness, please.

6 MS. COURAM: Mr. Rawls.

7 THE COURT: Okay. Come around, sir.

8 THE CLERK: If you'll place your left hand on the Bible
9 and raise your right.

10 (WHEREUPON, Don Rawls was sworn to
11 tell the truth.)

12 THE CLERK: If you'll have a seat and state your name
13 for the record.

14 MR. RAWLS: My name is Jacob Donald Rawls, Jr.

15 DON RAWLS - DIRECT EXAMINATION

16 BY MS. COURAM:

17 Q Mr. Rawls, I just have two questions. Basically, I
18 want you to explain -- I wanted to ask you if you felt that
19 the plat you did for Cox and Dinkins on Mr. Fair gave the
20 defendants any idea -- any reason to believe that the
21 information here (indicating) that the land from here
22 (indicating) belonged to them?

23 THE COURT: Get your chart and let's go put it up so
24 everybody can see it. I don't think the jury can see what
25 you're doing with that, please.

1 (Ms. Couram complies with the Court's request.)

2 BY MS. COURAM:

3 Q Can you tell the jury about what your credentials are?

4 MR. RAWLS: Can I step down, Your Honor?

5 THE COURT: Yes, sir.

6 (Mr. Rawls steps down from the witness stand.)

7 BY MS. COURAM:

8 Q Can you tell the jury a little bit about yourself and
9 what you do?

10 A I live in Lexington County. I've been a land surveyor
11 for 24 years with Cox and Dinkins 14. I was in business for
12 myself for awhile. I've been a surveyor since 1990.

13 Q So you would be able to -- my question to you is do you
14 believe that this information here (indicating) would have
15 given the defendants leave to believe that any land beyond
16 this rebar here (indicating) --

17 THE COURT: I don't mean to interrupt you, but you need
18 to watch -- you're blocking jurors, so stand off to the
19 side. Okay.

20 BY MS. COURAM:

21 Q Do you believe that your plat, this was done by you and
22 filed by you under your signature in 2004; right?

23 A Correct. It was done by me.

24 Q Okay. And you referenced two plats. You did not
25 reference mine and you did not reference Carolina Water

561

1 Service; is that correct, in your references?

2 A I would like to point out what I did reference. I
3 referenced the subdivision plat for Phase IV, entirety,
4 these 75 lots. I referenced the subdivision plat for Phase
5 III, which the park is shown on --

6 Q Uh-huh. (Affirmative response.)

7 A -- 50 to 75 lots there, as well, of which, her lot is a
8 part of Phase IV.

9 Q But as a land surveyor, you're supposed to locate all
10 of the plats, all the information regarding the adjacent
11 properties and so forth. Is there any reason why you didn't
12 use my plat?

13 A The plat she's speaking of was her individual plat that
14 was done by her at her closing. Okay. This subdivision of
15 Phase IV precedes her closing survey, which of course it
16 should. She bought, based on Lot 31, Block 4 of the
17 subdivision of Wrenwood. Her deed makes further reference
18 to an individual survey that Jimmy Drafts did, who spoke the
19 other day.

20 So I did use the subdivision plat that shows her lot,
21 Carolina Water Service, this lot so on and so forth. That's
22 what I used as my reference to establish the boundaries, to
23 verify the boundaries of this property.

24 Q Now, if you used my plat, why are these numbers
25 different on this one and they correspond to the plats that

1 you did use, but they don't correspond to the plat, of my
2 plat.

3 A It's interesting what she's bringing up. Were you
4 finished? Are you finished?

5 Q Go ahead.

6 A Okay. I'm sorry. What she's asking me why these two
7 dimensions right here don't represent the whole dimension on
8 her property, okay. What we have here, this pin was set in
9 at 80 feet to establish this new lot line on Lot A. And if
10 you add up from here to this pin here (indicating) my
11 dimension is going to be within a half-inch of Jimmy Drafts'
12 said and what the subdivision plat said. Not 15 feet, not
13 20 feet. Half an inch. Same thing here. (Indicating.)
14 Going this way, half an inch.

15 Q Now, what I was talking about is why these numbers here
16 on Jimmy Drafts plat that he drew up --

17 THE COURT: What number is that, please?

18 MS. COURAM: I'm sorry. Exhibit three. And the other
19 one. Plaintiff's Exhibit No. 3 is this one, and the other
20 one we were just talking about is Defendant's Exhibit No. 2,
21 I think.

22 THE COURT: Okay.

23 BY MS. COURAM:

24 Q Well, these numbers, they don't correspond to these
25 numbers, (indicating) on my plat? On your plat compared to

1 mine?

2 A All right. Let's -- let me show this to them. Here
3 you have a pin, a pin, and a pin, okay. The lot line I've
4 represented runs from this pin all the way to that pin. If
5 you add up 11986, okay, and 30 feet, 14986. My dimension
6 here is 8515 and 6969. 14985. Okay. Everybody see what
7 we're talking about?

8 Q I'm talking about these numbers up above those 80 --
9 that 80?

10 A Well, that could be due to rotational error.

11 Q Down --

12 A Notice that --

13 Q Down here.

14 THE COURT: Just one second. Let him answer the
15 question, please.

16 A 8142, 8137. These are bearings off of north degrees,
17 minutes, seconds. You're familiar with that. The reason
18 they're a little bit different, it could be a rotational
19 error, slight, but between 8137 and 8143, five minutes at
20 150 feet might be a tenth of a foot. It's not 15 feet, it's
21 not 20 feet.

22 Q That's not what we were saying, that's not what I'm
23 saying. That question -- go back to the original question.
24 Do you feel that this information here would lead the
25 defendants to believe that anything beyond this property

564

1 line, right here (indicating) would belong to them?

2 A All right. When we surveyed the property we found old
3 corners. Very, very important, old corners, not new ones.
4 Notice the new ones are set on the lot line. Pretty
5 important there because you're establishing a new lot line.
6 There's not going to be an existing pin here. Existing pins
7 are at each end -- at this side of her property, at this
8 side of her property and up here on her property. Existing
9 iron pins to a surveyor is everything, because if I put in
10 something new, what do I have to do, defend it.

11 Q What does the O mean?

12 A Old. Existing.

13 Q Okay. It means it was there?

14 A Correct.

15 Q Now, again, you didn't answer my question. This O
16 right here. Would it have given the defendants, Reibold and
17 Hooker, any reason to believe, based on your plat, which is
18 what they testified to, to believe that anything beyond this
19 property line would have been theirs?

20 A No. This is the lot line between you and Lot A and Lot

21 B. This is the lot line --

22 Q So if they went beyond that -- I'm sorry.

23 A This is merely a tie line stating that at 69.86 we
24 found another pin.

25 Q So if they went beyond that they will be trespassing

1 over this property line?

2 A If they went beyond that will they be trespassing
3 probably a question for the court, but in my mind, they
4 would be over the lot line. How about that?

5 Q Thank you, sir.

6 MR. BROWN: Your Honor, may we approach, briefly?

7 THE COURT: Yes, sir.

8 (Off the record bench conference with counsel and the
9 Court.)

10 THE COURT: Were you finished with your questions with
11 this witness?

12 MS. COURAM: Yes, that's all I have.

13 THE COURT: Okay.

14 DON RAWLS - CROSS-EXAMINATION

15 BY MR. BROWN:

16 Q Mr. Rawls, state your occupation, again, please?

17 A I'm a land surveyor.

18 Q How long have you been surveying property?

19 A Twenty-four years, plus. Professionally, 24 years.

20 Q How long have you worked for Cox and Dinkins?

21 A Fourteen years.

22 Q And prior to that who were you employed with?

23 A I was self-employed.

24 Q Do you happen to know the plaintiff, Ms. Couram?

25 A I met her when she came into my office in 2011.

1 Q Are you the surveyor that spoke to her about the plats
2 that have been offered up, I believe Defendant's No. 2 and
3 Defendant's No. 3, that she showed you up here?

4 A I did those surveys, yes, sir.

5 Q Have you been compensated by anybody for your work in
6 this case?

7 A No, sir.

8 Q Have you testified in court before as to qualifications
9 as a surveyor?

10 A As to this particular case?

11 Q Other cases?

12 A I have been qualified as an expert witness in other
13 cases.

14 Q How many other cases?

15 A Five.

16 Q Do you do any consulting work for lawyers with regard
17 to being an expert in surveying?

18 A Yes, sir, I have. I've been called as an expert
19 witness in cases before.

20 Q What courts have you been accepted as an expert
21 witness?

22 A The State of South Carolina, due to my registration,
23 will recognize me as an expert witness in measuring and
24 surveying. Yes, sir.

25 Q And you said that your experience is -- is it like a

1 survey license of some kind?

2 A Yes, sir. A survey license.

3 MR. BROWN: Your Honor, I'd like to move to admit Mr.
4 Rawls as an expert witness based on his testimony.

5 THE COURT: In what field?

6 MR. BROWN: Surveying.

7 THE COURT: Surveying.

8 Do you have any objection, Ms. Couram, to having this
9 gentleman qualified as an expert?

10 MS. COURAM: No, sir.

11 THE COURT: Very good. Qualify Mr. Rawls as an expert
12 in the field of land surveying.

13 Is that a proper terminology, Mr. Rawls?

14 MR. RAWLS: Yes, it is.

15 THE COURT: Ladies and gentlemen of the jury, just let
16 me give you a quick statement. Usually a witness may not
17 testify to their opinion. They are generally limited to
18 what they see, they hear, they saw, the smelt, they felt.
19 However, if a person, because of their expertise or their
20 education or a combination of both of those who have become
21 an expert in a particular area, they are allowed to give
22 their opinion in their field of expertise and give their
23 reason for stating their opinion.

24 In this case, Mr. Rawls has been stipulated to be an
25 expert in land surveying and therefore he'll be allowed to

1 give his opinion in that area. Let me tell you further,
2 that an expert witness's testimony is like any other
3 testimony that you receive in this case. You may accept it,
4 you may reject it or give it as much weight as you think it
5 should have.

6 Go ahead, please, Mr. Brown.

7 MR. BROWN: Thank Your Honor.

8 BY MR. BROWN:

9 Q Mr. Rawls, can come back down, again. I apologize.

10 A That's all right.

11 Q Come back down.

12 (Mr. Rawls steps down from the witness stand.)

13 Q Mr. Rawls, in your opinion, the line that you just
14 described to Ms. Couram, showing 80.15 feet and 69.69 feet
15 that runs adjacent to her property from the Hooker's
16 property and the Reibold's property, is that an accurate
17 reflection of the property line?

18 A Yes, sir, it is.

19 Q I'm going to hand up Plaintiff's No. 3. Does the
20 property line, based on Cox and Dinkins survey, Defendant's
21 No. 2. In your opinion does it match with the property line
22 shown here in Plaintiff's No. 3?

23 A Yes, sir, it does.

24 MR. BROWN: I have no further questions, Your Honor.

25 MS. COURAM: Redirect?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

THE COURT: Yes, ma'am.

DON RAWLS - REDIRECT EXAMINATION

BY MS. COURAM:

Q If you've been declared expert -- well, I'll find out -- When we talked on May 1st, you told me a lot and I appreciated that a great deal.

A Thank you.

Q And I learned a lot. You told me that the rebar that was there, that's on here, right here (indicating) you said if you used that information right there that the numbers would not add up; is that correct?

A Do you mean going this way?

Q Uh-huh. (Affirmative response.)

A That distance is reflective of your frontage --

Q Right.

A -- on McCaw Lane. They are equal to each other.

Q But you told me that some -- well, what I'm getting to what I want to know from you as an expert is is this plat of mine reflective of what's on your plat? That's all I want.

A The direction of this line --

Q No. This information here (indicating) is that also on my plat?

A It is.

Q Where is it located?

A The frontage here, 69.87 on the McCaw Lane is indicated

1 right here as 6986, to a half-inch rebar, and this little
2 dot you see is a arrow. So I'm not saying there's a full
3 scale 69 feet. What I'm saying is 69 feet to the rebar with
4 an arrow pointing in that direction.

5 Q Okay. That's not what I'm asking.

6 A Okay. I'm sorry.

7 Q I'm asking you if this information right here
8 (indicating) this information, just look at this information
9 here. Is that also located on my plat?

10 A The bearing and the distance are here. (Indicating.)
11 I'm not finished. What's missing here, Mr. Drafts has not
12 indicated what kind of corner is at the end of this line.
13 (Indicating.) Mr. Drafts testified the other day. I did.
14 Half-inch rebar found, old, existing, paramount.

15 Q And where is that located on my property?

16 A 69.87 feet up here.

17 Q And where is it located going from this right here.
18 (Indicating.)

19 A From this pin?

20 Q Uh-huh. (Affirmative response.)

21 A 69.86 feet is what I measured. 6984 is what Drafts
22 measured.

23 Q But as we discussed in your office, it does not show up
24 on this plat and it does not show up on the plat of Wrenwood
25 subdivision; is that correct, based on what we talked about?

1 A (No response.)

2 Q That information doesn't show up here either does it?

3 (Indicating.)

4 A 6992 --

5 Q I'm talking about this information?

6 A To a half-inch rebar, no. It does not.

7 Q Let me --

8 A Now wait a second. You brought it up. This survey was
9 done in 1991, June. The minimum standards published in
10 September, 1991. He did not have to state what kind of
11 corners he put in the ground. If you look at the remainder
12 of this plat somewhere on there it's going to say, iron old,
13 iron new. And it's going to have a black dot or a white
14 dot. If you need the whole subdivision plat, I'm sure I
15 have it.

16 Q I have it, too.

17 A But what he does not say is rebar. He doesn't indicate
18 whether it's rebar or pipe. He just says, iron new, iron
19 old. He wasn't in violation of the regulations at the time.
20 There were none.

21 Q So the question is, no, it's not on this plat and it's
22 not on mine?

23 A It does not say it's a rebar. That's correct.

24 Q Okay. Now, these are the pictures I took in 2004 when
25 you guys were out doing -- I don't know if you'd finished

1 your survey or not. Now do these pictures pretty much
2 depict where the line were or where you all decided where
3 the property lines were for the property -- not my property,
4 but the property you developed, for instance, this one, this
5 stake here this stake here. (Indicating.)

6 A All right. From what it appears to me, that appears to
7 be the five foot jog in that lot line. Okay. Let me go back
8 to my survey and I'll show you what she's talking about.

9 THE COURT: One second, please.

10 MS. COURAM: and that's Exhibit two.

11 THE COURT: Okay. I'm going to ask you again, and I'm
12 going to ask Mr. Brown again. The jurors in the far corner
13 of the jury box just passed a note that they cannot see. I
14 know it's easy to get engrossed in what you're doing.

15 Raise your hand. I don't want you being blocked off
16 for either one of us, okay.

17 Go ahead. You may proceed.

18 BY MS. COURAM:

19 Q Now, go ahead with what you were saying.

20 A Let's go back. This is the picture she showed me and
21 there are two flags right here. (Indicating.) And I said
22 that represents a five foot jog in the lot line. Look over
23 here on this survey, L-1, if you look at L-1 -- there is a
24 -- it's 503. So there is a -- what you're looking at is the
25 lot line.

1 Q And exactly what does that mean for us, to us, I mean,
2 lay people don't know what that means?

3 A It just means there's a bend in the lot line. In other
4 words, it's straight, bends five and straight again.

5 Q And this -- what does this indicate, by the Alltel
6 thing?

7 A That's a stake and more than likely that stake is going
8 to be marking a property end. A rebar, a pipe of some type

9 --

10 Q Okay.

11 A -- but it could be a traverse one, okay, which means
12 where you set up an instrument to see.

13 Q What -- what -- I'm sorry.

14 A Go ahead.

15 Q And this up here. (Indicating.) That would also mean
16 the same thing?

17 A You know what that is, that's so you can see. If
18 you're 300 feet away and you're looking you tie a little
19 ribbon in a tree so you can see where your point is or where
20 the corner is that you've got to locate.

21 Q Okay. So likely this is either going to be a rebar
22 here, depicting the property line or it's going to be that
23 other thing you said?

24 A Or a traverse point. Exactly.

25 Q Okay.

1 A Is this snow on the ground?

2 Q No, that's where the damage was done in 2004.

3 A Okay.

4 Q It does look like snow.

5 MS. COURAM: That's all I have. Thank you.

6 MR. BROWN: No further questions.

7 THE COURT: May this witness be excused?

8 MS. BROWN: Yes, Your Honor.

9 THE COURT: Ms. --

10 MS. COURAM: Yes, sir.

11 THE COURT: You may be excused from this trial?

12 MR. BROWN: Yes, Your Honor.

13 THE COURT: Ms. Couram?

14 MS. COURAM: Yes. Yes.

15 THE COURT: Thank you, Mr. Rawls.

16 MR. RAWLS: Thank you.

17 THE COURT: Any further witnesses in reply?

18 MS. COURAM: No, sir. No more.

19 THE COURT: Okay.

20 Madam Forelady, ladies and gentlemen of the jury, that
21 will end the second phase of this case where we talked about
22 the presentation of the evidence. I'm going to go ahead and
23 break now. Does anybody on the jury have a problem with
24 coming back at 9:30 tomorrow.

25 (Jury nods heads in agreement.)

1 Okay. Tomorrow morning, just to let you know, we will
2 have closing arguments by the attorneys. I will then charge
3 you on the law that is applicable in this case and then we
4 will proceed with the exhibits and the verdict form back
5 with instructions for you to begin deliberations.

6 I remind you not to speak among yourselves or anyone
7 else about the case.

8 Good night.

9 (Jury out for the day at 4:56 p.m.)

10 THE COURT: All right. Any additions or exceptions to
11 my instructions to the jury?

12 MS. COURAM: To the ones you just gave?

13 THE COURT: Yes, ma'am.

14 MS. COURAM: No, sir.

15 THE COURT: Okay.

16 MR. BROWN: None, Your Honor.

17 THE COURT: At this point, at the end of the plaintiff's
18 case you need to have a motion from the defense.

19 MR. BROWN: Your Honor, two. First of all, I'd like to
20 request a directed verdict on the grounds that trespass,
21 based on the opinion testimony provided by Mr. Rawls that
22 the property line indicated on Defendant's No. 2 is accurate
23 and the fact that Mr. Hooker and Mr. Reibold have both said
24 they have relied on that survey. There is no evidence
25 that's been provided to them that they were over the line.

1 I would ask for a -- excuse me -- a directed verdict on
2 trespass.

3 ~~X~~ She has provided no evidence of legal possession of any
4 of that land, and the question comes up now whether it was a
5 voluntary entry by the defendants. I think the opinion
6 evidence from the expert supports it that if they did cross
7 it was involuntary and it was certainly with no intent to
8 harm the plaintiff.

9 THE COURT: Well, also, that's a question for the Court:
10 However, I'm going to do this, I'm going back to my earlier
11 ruling under declaratory judgment action. I'm going to find
12 there has been sufficient -- defense has met it's burden of
13 proof in establishing that ownership to the property in
14 question based on the plat of Cox and Dinkins, filed in
15 2004, which was Defense Exhibit No. 2. No more, no less.

16 However, and as to your directed verdict motion, any
17 alleged encroachments within the area contained in the Cox
18 and Dinkins plat, I will grant your motion as to that.

19 MR. BROWN: Thank you.

20 THE COURT: However, there is at least a question as to
21 whether or not the defendants may have gone over and beyond
22 even their version of the property line without the
23 permission of this defendant, of the plaintiff, and
24 therefore she is would at least be entitled to nominal
25 damages at the minimal if the jury finds that trespass has

1 occurred.

2 So there will be a question of fact in that regard.

3 Now, I'll be glad to hear from you Ms. Couram or
4 explain to you my ruling if you need me to.

5 MS. COURAM: I object to that declaratory -- my mouth is
6 dry -- judgment.

7 THE COURT: There's water right there on the table.
8 You're welcome to get it.

9 MS. COURAM: Because what you -- what I don't understand
10 -- if I understood correctly you're telling me that my --
11 that the property that I have ownership of, that I pay taxes
12 on is not mine?

13 THE COURT: No, ma'am. I'm not saying that at all. What
14 I'm saying to you is that the plat that was given to the
15 defendants in their conveyance, in fact, gave them what they
16 claim to. And that your position that you have asserted
17 throughout this trial is incorrect as a matter of law, and
18 that you don't have the property that you think you have.
19 Now, I'm not making a ruling on the effect of any quick
20 claim deed that I saw from the water company to you. That's
21 not before this court. Your deed gives you what your deed
22 does, and their deed gives them what their deed does,
23 including the plats, but you have asserted from the
24 beginning of this trial that there has been, by Cox and
25 Dinkins, a location of a pin 15 feet inside your property.

577

1 You're -- I'm finding that as a matter of law that that's
2 not correct. You have not proven that, you have not met the
3 burden of proving that. In fact, evidence points to exactly
4 the opposite of that. Therefore, I'm granting the
5 defendants motion for declaratory judgment as to the
6 property boundaries as being as detailed in your plat, but
7 also in the plat given to them, prepared for them by Cox and
8 Dinkins in 2004, Defendant's Exhibit No. 2. Okay.

9 MS. COURAM: I'm still not following you, sir. Are you
10 saying that the 15 feet that's on my property --

11 X THE COURT: There's no 15 feet. I'm finding there's no
12 15 feet. You have asserted that throughout this trial. You
13 have not established it, and it's not be established
14 whatsoever. In fact, it's been refuted by Defense Exhibit
15 No. 2 and by your own witness who you called in reply in
16 this case. So what I'm saying to you is the property that
17 was given to the defendants in the plat by the Cox and
18 Dinkins, Defense Exhibit No. 2, is, in fact their property.
19 Okay. I'm ruling that as a matter of law.

20 MS. COURAM: I just want to clarify, because when I file
21 an appeal because you've just given these people 20 feet of
22 my land. What you just said is that the property that's
23 running with my land, that was deeded to me by Carolina
24 Water Service when they relinquished the easement --

25 THE COURT: I did not say that. I said I'm not ruling to

1 the effectiveness of the quick claim deed by the water
2 company to you because that issue is not before this court
3 in this case. It's not been raised in this case. It's not
4 before the court in this case.

5 All right. Your contention that throughout this case
6 that Cox and Dinkins, when they did the plat inserted some
7 pins 15 feet over improperly and took your feet, based on
8 that and stemming from that, because I looked at my notes,
9 all this other process has happened. There's not been any
10 testimony or evidence that anybody knew about the effect or
11 this quick claim deed by the water company. I'm not ruling
12 on that. I'm not saying that whatsoever and it's not part
13 of the order. I'm just saying the defendants got what they
14 got in their deed and their plats. That's it. Okay.

15 Now, I'm not asking for any more argument or questions
16 at this point.

17 MS. COURAM: I'm not trying to argue. I'm trying to get
18 clarification of what you -- because when I go back home I'm
19 going to have to deal with this again. And I'm trying to
20 understand what your ruling is. I'm not trying to argue
21 with you.

22 THE COURT: It is what it is. I can't be any clearer
23 than what it is. For some reason you can't get in your mind
24 that this Defense Exhibit No. 2 doesn't show a pin that are
25 15 feet inwards on you, and I'm not going to sit here and

1 debate it with you any further. If you want to appeal my
2 ruling you certainly have that right or you can file a
3 motion for me to reconsider to clarify my ruling, but I'm
4 not going to make it any clearer because I don't know that I
5 can.

6 MS. COURAM: May I come up there?

7 THE COURT: Ma'am?

8 MS. COURAM: I just want to understand, sir, so if I get
9 home and this stuff starts over again, I just want to
10 understand what you're trying to tell me, because it sounds
11 like you're giving away my property.

12 THE COURT: Well, I'm sorry --

13 MS. COURAM: May I approach?

14 THE COURT: No, ma'am, you may not. I've already told
15 you you may not. I can't make it any clearer. I'm saying
16 Defense Exhibit No. 2, that is the plat prepared by Cox and
17 Dinkins on behalf of these defendants is the proper property
18 boundaries as far as the plat is concerned. I'll make no
19 ruling whatsoever as to the effectiveness and what has been
20 conveyed by virtue of the water company with a quit claim
21 deed to you, and that's my ruling.

22 Now, what that means is that right now the status of
23 his case -- I can't make it any clearer. I'll be glad to
24 try to, but I can't.

25 When you go to the jury tomorrow you only go to the

1 jury on whether or not these defendants encroached on the
2 property lines that were given to them by the Cox and
3 Dinkins deed. Okay.

4 MS. COURAM: I can't do that if I don't understand what
5 you're telling me. That's why I want to walk up there and
6 ask you to say to me --

7 THE COURT: Mr. Brown, I'm not -- I'll tell you what,
8 Ms. Couram, I've been very patient with you throughout this
9 trial. I'm about to lose my patience with you. Come up
10 here. I'm going to try to show you -- bring me Defense
11 Exhibit No. 2. Bring me what you want to bring me, Ms.
12 Couram.

13 MR. BROWN: Do you want this, Judge?

14 THE COURT: Okay. First. I'm not asking for argument
15 and I'm not going to tolerate any argument, okay. I'm going
16 to try to explain it to you. If you can't get it then I'm
17 sorry.

18 Your argument was that on the top left part of
19 Defendant's No. 2 that says now or formerly of Glenda R.
20 Couram there is "old pin" designated there. And then it
21 show then 69.86 feet. Your argument has been throughout
22 this trial that that pin was placed there on the plat by Cox
23 and Dinkins and it wasn't there before on the prior plats,
24 therefore effectively depriving you of 15 feet of your
25 property. That has been your argument consistently

1 throughout this trial. That has been refuted by your own
2 witness and by this plat. What I'm saying to you is, this
3 plat, Defense Exhibit No. 2, properly describes the amount
4 of property that was given to defendants, describes the
5 amount of property given to you. It doesn't deprive you of
6 anything. But their land is shown by the plat and the deed,
7 okay. So therefore --

8 MS. COURAM: Except --

9 THE COURT: -- therefore, any argument that you make to
10 the jury it has to be based on the defendants encroaching on
11 your property as shown by this plat. Okay. Now, you did
12 bring up some of that in the testimony today, and I'm going
13 to let you go to the jury on that. Now, let me see what
14 else you have to show me?

15 MS. COURAM: All I want to do is make sure you're saying
16 that this property remains on my land.

17 THE COURT: Your plat that you received at this -- my
18 ruling does not effect anything given to you in your plat.

19 MS. COURAM: That's all I want to know.

20 THE COURT: Okay. You can take that back.

21 Okay. I'm going to have the attorneys and Ms. Couram
22 be here -- at 9:00 o'clock in the morning.

23 Here's my proposed trespass charge, if you'll pass that
24 out. Do you have the verdict form?

25 THE CLERK: Do you want me to print this, Judge.

1 THE COURT: That's all right. We've got that. Okay.

2 THE CLERK: He asked me --

3 THE COURT: Oh, okay.

4 THE CLERK: -- so do you want me to go ahead --

5 THE COURT: Yes.

6 Now, in my standard charge. I have a standard charge
7 that I will go over with y'all in the morning. It is a
8 charge that Judge Hill, out of Greenville, actually penned
9 and I've just plagiarized it as far as it's a standard part
10 of my charge. My charge will be in three parts. It will
11 have to do with the law that defines and controls the jurors
12 duties. I will go over with them that they're finders of
13 fact, and what they find the facts from. They're not to be
14 concerned with the opinions or dislike for one side or the
15 other. They have to basically -- essentially what the facts
16 are, the testimony and evidence presented here in this
17 courtroom and not other place. I define for them what
18 evidence is and what evidence is not. I also go through and
19 describe for them direct evidence, circumstantial evidence,
20 the burden of proof.

21 I will talk to them about expert witnesses, and, in
22 fact, they can treat that just like any other evidence and
23 give it as much weight or as little weight as they intend to
24 do.

25 Then I will go, after my first portion of my charge, I

1 will give them the law on trespass, which I have handed out
2 to you. That will be the law that will be charged.

3 If you have any request to charge, put it in writing
4 and bring it to me in the morning at 9:00 o'clock.

5 And this substantive law, the second aspect would be
6 trespass for punitive damages. It should include nominal
7 damages. The third aspect of my charge will have to do with
8 deliberations in consideration of the jury's deliberations.
9 I will go over those more particularly with you in the
10 morning.

11 I just wanted to let you know if you have any request
12 for me to do please bring them to me in writing and meet me
13 here in the courtroom at 9:00 o'clock in the morning.

14 MR. BROWN: Your Honor, two matters of housekeeping.
15 Can Mr. Fair go ahead and be dismissed?

16 THE COURT: Yes. Thank you, sir, for staying.

17 MR. FAIR: Thank you, sir. I appreciate your patience
18 with me.

19 THE COURT: You're welcome. Yes, sir.

20 MR. BROWN: Second. I know we'd taken a break before, I
21 just wanted to make sure that my objection to not doing the
22 full trespass for directed verdict. Just make sure that's
23 on the record.

24 THE COURT: That's on the record.

25 MR. BROWN: Thank you.

1 THE COURT: Thank you. We'll see you in the morning.

2 (Court in recess for the evening of July 9, 2013.)

3 (Court in session on July 10, 2013.)

4 THE COURT: One thought occurred to me -- if you'll look
5 at -- on the trespass charge, Page 2, under damages. The
6 term proximate result is there. If either party request I
7 would give the definition to the jury of proximate cause.

8 Do you understand what I mean, Ms. Couram?

9 MS. COURAM: No, sir. I mean, I know what proximate
10 means but not --

11 THE COURT: Well, I'm going to hand down a marked up
12 charge on proximate cause and let you look at it.

13 Other than the proximate cause, do you have objection
14 to the trespass charge?

15 MS. COURAM: No, I didn't.

16 THE COURT: Do you?

17 MR. BROWN: None.

18 THE COURT: Okay.

19 What would be your position, Mr. Brown, on whether or
20 not I should charge proximate cause?

21 MR. BROWN: I see no need to add it.

22 THE COURT: Okay. Let me then, go over with you -- you
23 can be seated -- with you my general charge. I'm not going
24 to do it verbatim. Let me go over the procedure especially
25 for you, Ms. Couram, since you're pro se. In closing

1 argument --

2 MS. COURAM: I'm sorry, you had asked for that letter.
3 Can it be admitted?

4 THE COURT: Did you see the letter?

5 MR. BROWN: I have not seen the letter. I thought
6 yesterday we had taken care of that, because it was
7 something --

8 THE COURT: All right. Well, at this juncture since the
9 evidence presentation is closed unless the parties will
10 stipulate that it's admissible then I'm going to find that
11 it's not admissible, okay.

12 Mr. Brown, if you want to look at it, it may be
13 something that you won't agree to. I'll leave that up to
14 your discretion as far as you and your clients.

15 MR. BROWN: Do you have the letter, Ms. Couram?

16 THE COURT: Would you give that to him?

17 MS. COURAM: I also have this photograph.

18 THE COURT: No photographs.

19 The presentation of evidence phase has been ended. So
20 we're moving into a new phase.

21 MR. BROWN: I can't submit to it, Your Honor.

22 THE COURT: Okay.

23 Then, it's not stipulated to it will not be admissible.

24 MS. COURAM: That would mean I couldn't mention it in
25 closing?

1 THE COURT: Ma'am?

2 MS. COURAM: That would mean I couldn't mention it in
3 closing, because it's part of my closing. I did want to
4 mention it.

5 THE COURT: Well, there's evidence of the fact that you
6 wrote a letter. I think it's your letter?

7 MS. COURAM: Uh-huh. (Affirmative response.)

8 THE COURT: But there's no evidence of the contents.
9 The fact that you wrote a letter is before the jury, but the
10 contents of that letter I don't recall being in evidence.
11 Was there anything about the contents being in evidence?

12 MS. COURAM: Yes. Mr. Reibold said in that letter I
13 said something about being stupid and black.

14 THE COURT: Well, that's right. Then I think it's fair
15 game.

16 MS. COURAM: Okay.

17 THE COURT: Now, let me go over the process and just let
18 me finish, please, before there are any questions.

19 Procedurally, Ms. Couram, I'm really directing this to
20 you since you are a pro se litigant. When we bring the jury
21 in in just a minute you will address them first, okay.
22 While I'm not placing the limit on the time frame for either
23 side I will tell you if you go much past 30 minutes or
24 better you might hear something up here going (gavel sound).
25 If you hear that it means it's time to start closing it out,

1 okay. I'm not -- I'm going to try now to call you down,
2 because I don't like to disturb people in closing.

3 Then Mr. Brown will have a right to argue after you,
4 okay. Now, after his argument you may respond, but you do
5 not have to to the argument he made. You can't go back and
6 re-argue what you put -- what you said in your opening, but
7 you can address issues -- not opening, closing -- but you
8 can address raised by Mr. Brown in his closing, okay.

9 MS. COURAM: Okay.

10 THE COURT: It's called a reply. After that that will
11 be the end of closing arguments. I will then charge the
12 jury, okay.

13 Now, did you have a chance to look at the proximate
14 cause?

15 (Pause.)

16 MS. COURAM: I don't think there's anything wrong with
17 it.

18 THE COURT: Do you want me to charge that or do you feel
19 like just the mention of it in the trespass charge is
20 sufficient?

21 MS. COURAM: In addition to everything else?

22 THE COURT: Yes, ma'am.

23 MS. COURAM: Yes. It doesn't hurt.

24 THE COURT: Okay.

25 Now, in my charge, as I told you yesterday, it's in

1 three parts. Generally, it's the general rules that define
2 and control the jury's duties. In that aspect, I'll tell
3 them they have to find the fact from the evidence before
4 them, they must follow the law as I give it to them. They
5 shouldn't be and can't be concerned with what they'd like it
6 to be, but what it is. They should not be influenced by any
7 personal dislikes, opinions, prejudice, or undue sympathy
8 they may have for one side or the other. That means they
9 simply have to decide the case according to the law and the
10 evidence presented during this trial. In following these
11 instructions they have to follow all of them, they can't
12 pick out some of the parts they like and apply them and
13 disregard the others, because they are all equally
14 important. I'll remind them if I've done anything to
15 indicate what verdict they ought to reach in this case they
16 ought to disregard that because I have no opinion nor does
17 out constitution of the state allow me to have such an
18 opinion.

19 I will remind them that the burden of proof is by a
20 preponderance of the evidence and I will define that with
21 the scales.

22 Do you have any affirmative defenses, at this stage?

23 MR. BROWN: The only defenses I pled were slander --
24 excuse me -- statute of limitations.

25 THE COURT: That wouldn't --

1 MR. BROWN: That wouldn't apply, so --

2 THE COURT: Okay.

3 So I'll do the preponderance of the evidence. Give
4 them the illustration of the scales. Then I will define for
5 them what is evidence and what is not.

6 Let me tell them -- I'm going to tell the jury the only
7 matter that is before them at this juncture is your claim,
8 Ms. Couram, for trespass.

9 MS. COURAM: Uh-huh. (Affirmative response.)

10 THE COURT: And the only claim -- only considerations of
11 trespass that they may consider in this case is whether or
12 not the defendants singly or both trespassed on your
13 property based on the Cox and Dinkins plat, which is
14 Defendant's Exhibit No. 2, based on the boundaries shown on
15 that plat, okay. That's what I'm going to tell them. I
16 know -- and you need to object to my charge at the end so
17 you preserve that issue.

18 MS. COURAM: Now or at the end?

19 THE COURT: Do it at the end, okay. I know you do
20 object, but that's what I'm going to give to them, okay.
21 Then I would define what is evidence, and that it be the
22 testimony, the direct, cross. The exhibits. There are no
23 stipulations in this case that I'm aware of?

24 MR. BROWN: None that I'm aware of, Your Honor.

25 THE COURT: Okay.

1 Then I'm going to tell them what is not evidence. I'm
2 going to say that your arguments and your statements are not
3 evidence. What you've said in your openings and closings is
4 intended to help you, but it's not evidence and if they
5 remember facts different from what either one of you tell
6 them then their memory controls. I'll remind them about the
7 notes. Notes do not control somebody else's memory. Then
8 questions and objections are not evidence. And that, you
9 know, part of the lawyers duty. And any testimony that I've
10 stricken during this trial is not evidence. That anything
11 they've seen outside of court when it's not in session is
12 not evidence. Then I'll describe for them direct evidence
13 and circumstantial evidence with examples of both. I'll go
14 over with them in what finding of the facts are, they have
15 to determine the credibility of the witnesses in this case.
16 I'll go over the charge of credibility of witnesses. I'll
17 give them a charge on expert testimony. That will be the
18 first phase.

19 I will then go to the charge on trespass, including the
20 proximate clause charge. Then I will give them -- the final
21 part is about their deliberations and I point out to them
22 that they're not selected by either side to be partisans or
23 advocates, but because both sides felt you could be fair and
24 impartial and that they took an oath saying they'd do just
25 that, and I go over and define deliberations as a careful

1 consideration with a view to a decision and I will tell them
2 they have to discuss the case carefully, thoroughly and
3 courteously with one another and hopefully reach a decision,
4 but they are judges of the facts and as so -- fine evidence
5 -- the truth from the evidence presented in this case. But
6 for their verdict to be valid it has to be unanimous. They
7 have to decide the case on their own, but don't be afraid to
8 change your opinion if discussion persuades you that you
9 should. Don't change a strongly held belief just to reach a
10 verdict.

11 Then I'll discuss with the forelady the verdict form
12 which you have.

13 Do you mind stapling this together for me. Okay.

14 Here's the verdict form. It says: We the jury under
15 the case number 2011-CP-32-1010, unanimously find as to
16 Plaintiff, Glenda R. Couram's claim for trespass against
17 Defendant, Mr. Christopher Hooker, we find, A for the
18 plaintiff in the amount of actual damages. Then I have a
19 note: If you find the plaintiff is entitled to actual
20 damages you may consider whether to aware the plaintiff
21 punitive damages but they shall not aware punitive damages
22 without an aware of actual. Then I give a space for them to
23 aware punitive damages under Part B. Part C is for the
24 Defendant and I do the exact same thing for her claim for
25 trespass against Mr. Carl Reibold. Okay.

1 Any objections to this proposed form, Ms. Couram?

2 MS. COURAM: No. But I have a question.

3 THE COURT: Okay.

4 MS. COURAM: I just want to make sure. Can I use -- you
5 said we can only discuss the Cox and Dinkins survey, but can
6 I use all of the evidence that's been submitted in my
7 closing?

8 THE COURT: All the evidence that's submitted is subject
9 to your use during cross-examination. The only issue before
10 the jury will be the trespass claim based on the plat,
11 Defense Exhibit No. 2, based on that those boundaries.

12 MS. COURAM: So I could use this one? (Indicating.)

13 THE COURT: To the extent that you want to argue that
14 they took 15 feet, I've ruled that that is not the case,
15 okay. If you argue it I imagine there will be an objection.
16 I will tell the jury again, so I mean, I'm just telling you,
17 I may be incorrect. I don't think I am. But the claim
18 before the jury now is trespass to the extent that either
19 one of these defendants crossed the property boundaries onto
20 your property based on the Cox and Dinkins plat of 2004 or
21 Defense Exhibit No. 2, okay.

22 MS. COURAM: Okay.

23 THE COURT: Any other questions?

24 MR. BROWN: I have no objections to the verdict form,
25 Your Honor.

1 THE COURT: Okay.

2 All right. With that being said, do you want a break
3 before you do your closing argument or are you ready to go?

4 MS. COURAM: Ready to go.

5 THE COURT: Are you ready to go?

6 MR. BROWN: Ready to proceed.

7 THE COURT: Let's go.

8 Bring the jury in.

9 THE BAILIFF: They are not all here, yet.

10 THE COURT: Oh, they're not all here.

11 THE BAILIFF: No, sir.

12 THE COURT: Oh, it's only 9:20. We're ahead of the --
13 Okay. Let's take a 10 minute break, get your heads together
14 and we'll come back in at 9:30.

15 Thank you.

16 (Court in recess for short break.)

17 (Court in session after short break.)

18 THE COURT: Please be seated.

19 We have a letter from the foreperson, I left it on the
20 desk. My clerk is going to get it.

21 I want to put some things on the record, then we'll be
22 ready to go.

23 (Letter passed to the Court.)

24 THE COURT: All right. This morning we received a
25 letter from Elizabeth Attaway, who is the Foreperson. The

1 letter dated July 10, 2013. She says, "Your Honor, I wish
2 to clarify yesterday's question concerning the letter to Mr.
3 Reibold. The question did not arise from conversation
4 amongst the jurors, it was a question from me, only.
5 Sitting in the jury room gave me time to reflect on
6 testimony already presented. Since the letter had been
7 mentioned several times I wondered if it would be available
8 for the jury to see. Due to your instructions we were not
9 to discuss the case with anyone else or amongst ourselves, I
10 wrote my question on a piece of paper and handed it to the
11 bailiff. Having never served on a jury before I'm not
12 familiar with all the rules. Please accept my apology for
13 any misunderstanding."

14 I'm going to make that a Court's Exhibit.

15 (Court's Exhibit No. 3, jury note,
16 was marked.)

17 THE COURT: Also, I want to bring to the attention of
18 the parties, yesterday as my law clerk was leaving, there
19 was a juror in the parking lot who informed him his car had
20 been bumped by another car. There was no discussion of this
21 case. Simply, I don't even think she knew it was my clerk.
22 She just happened to stand by this car. There was
23 absolutely no discussion. He called me immediately. I
24 reminded him you absolutely cannot have any discussion with
25 any of the jurors. He said, I'm sure I didn't.

1 This is what we fall under as incidental. I wanted to
2 put it on the record and everybody would be aware of it.

3 Also, I forgot to mention yesterday there was a bench
4 conference during the questioning of Mr. Rawls.

5 MR. BROWN: Yes, sir.

6 * THE COURT: Mr. Brown said since you got into the
7 qualifications I want to be able to qualify Mr. Rawls as an
8 expert, which I granted that motion at the bench. I did not
9 place that on the record.

10 Any response, Ms. Couram, to anything I just placed on
11 the record?

12 MS. COURAM: I'm assuming what you just did is you
13 placed everything you didn't place on the record on the
14 record?

15 THE COURT: Ma'am?

16 MS. COURAM: I'm assuming what you just said is that
17 everything you did not place on the record you just placed
18 on the record?

19 THE COURT: Yes, ma'am. It's just to make sure we have a
20 full record.

21 MS. COURAM: Okay.

22 THE COURT: Anything, Mr. Brown?

23 MR. BROWN: No, Your Honor.

24 THE COURT: Okay. Are you ready?

25 MS. COURAM: Yes.

1 THE COURT: You ready?

2 MR. BROWN: I'm ready.

3 (Jury in at 9:37 a.m.)

4 THE COURT: Good morning. I hope you had a nice evening
5 and I hope none of you got caught in that deluge going home.
6 I about had to swim home to where I was staying last night.

7 Madam Forelady, thank you for your letter this morning.
8 I've shared it with the parties and made it part of the
9 record. That certainly is not a problem. Thank you for
10 that clarification.

11 Also, my law clerk made me aware of one of the jurors
12 telling him about an incident where somebody bumped his
13 vehicle. I've shared that with the parties, as well.

14 Thank you and we appreciate that.

15 Now, ladies and gentlemen, as you recall, I've told you
16 there are five phases to every case. You have opening
17 statements, the presentation of the testimony. We concluded
18 that yesterday.

19 Now, we'll go to the third phase which will be closing
20 arguments. Ms. Couram will begin closing arguments and then
21 the defendants will have a right to respond and then Ms.
22 Couram, if she desires, will have a right to reply.

23 I will give you an option at that point, Madam
24 Forelady, to take a break or to go forward. I will charge
25 you on the law after closing arguments. Once we have a

597

1 matter to discuss to make sure that I didn't misstate the
2 law then you will be sent word that you may begin your
3 deliberations along with the verdict form and all the
4 exhibits. Just to let you know where we are, okay.

5 All right. Ms. Couram, are you ready to proceed?

6 MS. COURAM: Yes, sir.

7 PLAINTIFF CLOSING ARGUMENT BY GLENDA COURAM:

8 Okay. Good morning, ladies and gentlemen of the jury.
9 I want to thank you for your time and your patience
10 throughout this process. As a pro se litigant I probably
11 made this a little harder than it should have been, than is
12 normally is, and I definitely appreciate your time and
13 patience and lack of bias in your deliberations and allowing
14 simply -- and not allowing simply to sympathy to play a role
15 in your deliberations as you promised at the outset of the
16 trial.

17 Now that both sides of the evidence have been presented
18 let's talk about what we have heard and what story the
19 evidence told.

20 Remember, this is a civil case as Judge McIntosh
21 explained at the start. As you know, there's a difference
22 between a civil case and a criminal case. A criminal case
23 would involve things like murder and stuff like that, but a
24 civil case would be what we're working with today. For
25 example, defamation, nuisance, negligence and false

1 imprisonment and trespass.

2 I want to make one issue very clear if you will allow
3 me. I have always known where my property lines were, has
4 been. As Mr. Rawls explained yesterday -- sorry --

5 This is Exhibit -- Plaintiff's Exhibit No. 5. My
6 property line is beyond this area here. This is the
7 boundary lines for Toucan Way --

8 MR. BROWN: Your Honor. I'm going to object as to
9 saying beyond.

10 THE COURT: I'm going to overrule that. It's closing
11 argument.

12 Go right ahead.

13 MS. COURAM: This is the boundary line for all the
14 properties, the defendants as well as mine. This is the --
15 this is where Mr. Rawls clarified the fact that there was no
16 reason for the defendants to be on the other side of that
17 line, crossing over that line, which is the area where my
18 property is located.

19 I bought my house in 1994, as I explained earlier. At
20 the time that I purchased my house there was a park for the
21 neighborhood kids. I lived, we shared that area, the
22 Wrenwood Subdivision. We moved the grass for the park and I
23 mowed the grass for my house. We had no problems, no issues
24 with the kids, no loud music, nothing, whatsoever. We had
25 shrubs up that depicted the property lines for me and

1 depicted the property line for the subdivision or the park.

2 When the Toucan Way project came about in 2004, it
3 completely turned everything around. When it was completed,
4 I looked at the -- I looked at the stakes that was provided
5 by Cox and Dinkins. The same pictures, very simple. This
6 stake right here is where Mr. Reibold's property line ends.
7 This stake right here is where the property separates my
8 property from Mr. Reibold's and Mr. Hooker's.

9 As you recall he did say this was indicated a rebar,
10 and that's where the Alltel, which is the Alltel cable box
11 is, which is for my house, because when this project went
12 forward they cut my phone line.

13 There is also other indicators why the property line
14 should not have been an issue here and why this case -- or
15 we should not be before you.

16 The natural woods that we talked about earlier. The
17 natural woods go from that edge where the swing set is, and
18 if you go for about three or four feet in it shows you where
19 it is. Mark is there by Alltel, right here. (Indicating.)
20 If you follow that all the way down it will take you to the
21 end of where the rebar is that Mr. Hooker says he located on
22 the 10th of December. So that will also be where the
23 property line was.

24 Also, what I did when I read that the survey stake were
25 placed down by Mr. Howser by Cox and Dinkins, --

600

1 (Jurors indicate they can't see.)

2 THE COURT: Excuse me. Just one second.

3 Okay. Ms. Couram, you're trying to show --

4 Why don't we move that off towards Mr. Brown and that way --
5 you might have to put that back up so the jury can see.

6 Y'all didn't see anything that all -- the middle.

7 All right. Thank you for pointing that out.

8 MS. COURAM: What I was saying is that if you look at
9 the natural woods that separate my property from the Toucan
10 Way housing development that was put up you can see that if
11 you follow the natural borderline of the natural woods about
12 three feet in from the swing set it would have taken you
13 right to the edge where the fire hydrant is, which would
14 have taken to you where that rebar that Mr. Hooker said he
15 located, to show where the boundary line was, and that would
16 have been right there on that corner. (Indicating.)

17 This is the rebar that Mr. Hooker said he located right
18 there, (indicating) and that's on the boundary line for the
19 property. And that's where he said that he put the black
20 hose. So right there -- the fire hydrant is also a good
21 indicator of where the property line is.

22 My point I'm trying to make is there was no need to go
23 out and do a search for the boundary line, for the rebar.
24 It was quite easy to have done. I could have done it.

25 The other point I was making was when I -- when all

601

1 this took place I went out and I located where the -- based
2 on this information provided by Cox and Dinkins, right here
3 (indicating) I went out and I located that and placed those
4 logs right there to show where the boundary lines was for
5 our properties. Right here, (indicating) and that's what
6 those logs -- and that's also the day when Mr. Fair and Mr.
7 Reibold was out standing out.

8 Those are the other ways that we could have located the
9 boundary lines there.

10 One thing you will have to ask yourself, when Mr.
11 Hooker said about placing that black -- you can probably see
12 it better here -- he said he put that black hose right here
13 instead of right here. (Indicating.) So when he placed that
14 black hose right there -- this is exhibit, Defendant's
15 Exhibit No. 6, that also shows where the logs are located.

16 And if you look at that and you see where he said he
17 placed that black hose he said that I skedaddled once I
18 learned where that black hose was located. There was no
19 need for me to skedaddle anywhere because I was on my
20 property and he was on his, right here. (Indicating.) So
21 there was no skedaddling that took place, because nobody was
22 crossing anybody's property line.

23 So you have to ask yourself why would I call the police
24 if I was on Mr. Hooker's property, why would I meet with the
25 surveyor, the Register of Deeds office, spend three hours

1 speaking to Mr. Rawls, going into Columbia. The reason was
2 to prevent this matter from going before you.

3 Yesterday, Mr. Reibold, in his testimony, said that he
4 received a letter from me. I don't have that letter. He
5 said in testimony that I said something about me or him
6 being stupid and I think he said me being stupid or
7 something about me being black. There is nothing in that
8 letter that says that. Not one thing. It was just a letter
9 explaining to him and emphasizing the fact that I did not
10 want him on my property cutting any shrub or anything else,
11 because he asked for permission to go on my side. And I
12 just sent that letter to emphasize so there wouldn't be any
13 confusion. And the reason I wanted to make sure is one day
14 I didn't want to come home and find -- that, that, that,
15 that, and that. (Indicating.) I didn't want to find that
16 when I got home, and if I did, he would have said, oops.
17 That would have been the end of that and there would be
18 absolutely nothing I could do about it because I had given
19 him permission to be on my property. He may not have done
20 it intentionally, but when people get scissors in their
21 hands they just keep on cutting.

22 The other reason I called the police -- I have no
23 desire to call the police to my house just like anybody else
24 doesn't want the police at their door. I called the police,
25 as I've continued to state, to stop what was going on, to

1 stop the trespassing, to stop the tension, and for me to
2 live peacefully and for them to live peacefully. They
3 belonged on the other side of that line not on my side.

4 And as I said before, Mr. Rawls stated to you that
5 there was no reason based on their survey that would have
6 given the defendants the license to cross over that boundary
7 line, which is what they did.

8 Another indication of what happened as evidenced in
9 Plaintiff's Exhibit No. 5, there was a well site in the back
10 of my yard and with that well site came an easement, and
11 that would have been according to the Cox and Dinkins' plat,
12 that would have been this area right here (indicating) over
13 that boundary line.

14 MR. BROWN: I'm going to object to that because now
15 she's getting into the 15 feet.

16 THE COURT: Stand up, please. What was your objection?

17 MR. BROWN: My objection is that she's now arguing that
18 -- getting into the 15 feet over the Cox and Dinkins line.

19 THE COURT: All right.

20 Ladies and gentlemen, let me just explain something to
21 you right now. I have ruled outside of your presence that
22 Defendant's Exhibit No. 2, which is the Cox and Dinkins plat
23 that was done in 2004 shows the property boundaries for the
24 defendants and for the plaintiff, and so you cannot consider
25 anything contrary to that, and I will give you more

604

1 explanation in just a minute.

2 You may proceed.

3 MS. COURAM: This Cox and Dinkins plat will also show
4 you that same -- that same area I was talking about and
5 that's Plaintiff's Exhibit -- I think it's six. That same
6 area I was indicting to you, and Exhibit No. 5 is related to
7 Carolina Water Service.

8 The reason I brought that up is that in the police
9 report that was read into the record, Officer Creech, who
10 was on the witness stand stated in his report, Glenda Couram
11 insist that the property is hers because she has lived there
12 longer, however, she acknowledges that the disputed area was
13 once given to Carolina Water as an easement and it's unclear
14 when, if ever, it ever legally reverted back to her. The
15 disputed area. And that was read into the record.

16 The disputed area is the area where we found the black
17 hose. Now, if Mr. Hooker had not come out that day and
18 admitted to placing the black hose in the disputed area then
19 no one would have known who put it there. I would have
20 assumed that the water company had put it there or the
21 police had some reason to put it there, or the gas people or
22 something, because I really didn't know what it was, but he
23 came onto the property and he told the officer that he put
24 it there in the disputed area.

25 The area that was the park had been the property of

605

1 Wrenwood Subdivision, as I stated. The kids played out
2 there all the time, and no time since 1994 up until 2004 has
3 anyone said anything to me about snakes or any other danger
4 to the kids. In fact, the natural fence acted as a buffer
5 between my house and the park. I could not see the park
6 area and they were unable to use my property as a shortcut
7 and I could not see them. In fact, before Mr. Reibold
8 caused the destruction to the area back there I could not
9 see his house. Therefore, if he was, as he testified, he
10 was standing on his porch, if he had not messed with the
11 woods out there he wouldn't have known I was out there at
12 all, but because he destroyed that area, I now get to look
13 at the destruction while he now has a fence up, but I still
14 look at what he did, and I have to replace what he did.

15 As I stated he put that fence up in 2010, but he was
16 saying that he was afraid for his grandkids, and he's been
17 in that property since 2006. So if you're going to have --
18 in 2006, you're worried about snakes and other animals, and
19 you are deathly afraid of snakes and you want to protect
20 your grandkids why wait four years to put up a fence.

21 So far I have planted about 10 plus trees in that area
22 and I'm trying to put evergreens so if I put in an area
23 that's marked as my part of the property it will not cross
24 over into Mr. Reibold's area.

25 Mr. Reibold, himself, right here depicts where his

1 property line is located and that's also where I located the
2 pin, right here on the Cox and Dinkins survey. That was
3 Plaintiff Exhibit No. 2. Right here. (Indicating.)

4 Mr. Reibold testified that he believes that his
5 property goes up three feet before that tree right here, a
6 little bit, where my bucket is. So I'm working in this area
7 right here and replaced all of the trees that was destroyed
8 or taken down by Mr. Reibold in his landscaping.

9 He also left a backdoor in his fence. You got
10 grandkids, you're afraid for grandkids, why do you leave a
11 backdoor in your fence so your grandkids can use to get out?

12 Mr. Hooker, the same thing. They have a swing set in
13 their backyard. Right there. (Indicating.) I could never
14 understand why they put that swing set right at that wooded
15 area. Never understood it. It's quite a ways from the
16 house. It's quite a distance from the house. There house
17 is right here and they a four-year-old. I could never
18 understand that. In my letter I explained to them about
19 that. Why would you put your swing set -- wouldn't it be
20 better to move your swing set so that the trees or the birds
21 or the squirrels wouldn't get to your kids.

22 So when that hose was in that disputed area I asked Mr.
23 Reibold -- Mr. Hooker came running over. I think he came
24 with a camera or something. He came running over and I
25 said, I asked him to leave. He said, no, he wasn't leaving.

607

1 I asked him several times to leave and he said no. I said,
2 I'm going in the house and I'm going to call the police. He
3 said, call them. So I called them. They came out and
4 that's that police report from Officer Creech that talked
5 about the disputed area. If he hadn't come out there -- as
6 I said before, I wouldn't have known who did it, the police
7 wouldn't have known who did it, but he wanted me to know he
8 had vandalized my property, and he came running out there to
9 let me know about it.

10 Mr. Reibold also -- Mr. Reibold and Mr. Hooker also
11 deny talking in my yard in that disputed area for about 40
12 minutes. Officer Creech didn't deny that. Matter of fact,
13 he acknowledged the fact that I came out there and asked him
14 for a police report. So that would indicate that either
15 he's not telling the truth or the Reibold's and the Hooker's
16 are not.

17 Mr. Reibold said he's never had contact with the police
18 in his lifetime. I haven't either until this. I'm a public
19 employee. I don't want the police in my yard. It's
20 embarrassing and it's humiliating and it's a morals clause.
21 So I didn't want to call the police either, but there was no
22 options I had. As I stated earlier, I think, yesterday, I
23 have a constitutional right to protect my property. I could
24 have done something deadly, which would have made it a
25 criminal offense and I would be in jail now -- well, maybe.

608

1 Or -- and also, if I had done that we wouldn't have had any
2 question about who was trespassing on whose property, but I
3 didn't do that. Instead I called the police to help me.
4 And when I realized after the 15th that I wasn't going to
5 get any help from the police I stayed away from my house for
6 almost a year until after dark.

7 I have to say that as a DMV employee, I work in
8 Blythewood, so I have the police, I'm around the police all
9 the time, but I hate guns. So whenever there's a bunch of
10 police around with guns I go in the opposite direction. So
11 that's another reason why I don't like being around the
12 police.

13 Mr. Reibold -- Mr. Hooker also said that he put that
14 black hose in that area on that boundary line on the 10th,
15 right here, on the 10th. (Indicating.) If it was there I
16 must have missed it all that time, because I didn't see it
17 until the 15th, which means probably that it was in the
18 disputed area, I would imagine, because otherwise I would
19 have seen it on the 10th. Five days.

20 I didn't want to beg the police for help, which is what
21 I did. I was out there begging them to help me keep these
22 people off of my property so I would not have to continue
23 dealing with them all the time. Like I said, I got no help
24 from anybody except to say it's a civil matter, you have to
25 take it to court.

609

1 I spoke with Mr. Rawls for three hours and I relayed
2 that information to Mr. Hooker hoping that would stop this
3 and we wouldn't be in court today. It didn't help. He said
4 to sue him.

5 I don't like walking around in Walmart until dark with
6 a blood clot which could have moved at any time.

7 And, as you can review in your deliberation, you can
8 see photographs that I've already showed you about the
9 destruction of that wooded area and destruction not of just
10 the wooded area but the fact that the destruction went
11 beyond Mr. Reibold's property line into mine.

12 If he wanted to cut down trees, fine, on his property,
13 but he had no right to go beyond that and cause destruction
14 on mine where I have to replace those woods and those
15 plants.

16 I even called the Register of Deeds office. In my
17 letter I left a phone number for the defendants to call the
18 Register of Deeds office so they can find out what was going
19 on and see what was happened and they could explain to them
20 about the disputed area, but again, nothing happened. To no
21 avail, we're in court today.

22 No reports of snakes, nothing of that nature.

23 As Judge McIntosh will probably explain further, is
24 it's a theory more likely than not. Who do you believe.
25 For example, I was never on the defendant's property. There

6/10

1 is no evidence or proof, police reports or anything that
2 says I was ever on their property, which means they were on
3 mine. That is the only reason why I know they were no mine,
4 why I called the police. Never on their property.

5 And that's all I have.

6 Thank you for listening to me.

7 THE COURT: Mr. Brown.

8 MR. BROWN: Thank you, Your Honor. Can I have a sip of
9 water first?

10 THE COURT: Yes.

11 DEFENDANTS CLOSING ARGUMENT BY MR. BROWN

12 MR. BROWN: Ladies and gentlemen, first of all, I want
13 to thank you for your time. It's like I said in the
14 beginning, this would be very detailed and very tedious. I
15 appreciate your attention.

16 I'm very thankful for the judge. I'm not going to get
17 into the law. There's going to be a very thorough
18 explanation of what the law is.

19 You've been taking notes, so I do appreciate what he
20 has done to make my job easier, as well as, Ms. Couram's. I
21 appreciate what y'all have done.

22 I want to begin first by making two points. For a
23 woman who is afraid to be around police with guns, she's
24 called the police on Steve Fair in 2006. She's called the
25 police in Carl Reibold in 2006. She called the police on

Cell

1 Carl Reibold on December 14, 2010. She called the police on
2 Christopher Hooker on December 15, 2010 and she called the
3 police on Christopher Hooker on December 16, 2010. So don't
4 be fooled by this, I don't -- I'm afraid of law enforcement
5 with guns, and then the fact that she's afraid of guns she
6 actually says here in her closing and she testified or she
7 was questioning Mr. Reibold that -- what's her response if
8 nothing gets done; do I have to take something drastic into
9 my own hands. All right. So don't fall for that.

10 Second, she doesn't want to be in court. She sued
11 Alltel and lost. She sued Steve Fair and lost. She sued
12 Time Warner Cable and lost.

13 Ladies and gentlemen, she's been in court trying cases
14 more recently than I've been in my 16 years of practicing
15 law. All right. So don't let her tell you -- don't buy the
16 fact that she didn't want to be here.

17 I said at the beginning in my opening statement; good
18 fences make good neighbors. These people, Mr. Hooker, Mr.
19 Reibold and their wives wanted to put up fences. That's all
20 they wanted to do. What's wrong with that. According to
21 Ms. Couram the property line is in dispute.

22 Ladies and gentlemen, I brought up as exhibits deeds to
23 the Hookers and the Reibolds. First of all, obviously to
24 show you that they own the property. The second reason is
25 to show the survey that they've relied up when they

1 purchased their homes in November, 2005, and April, 2006.

2 This is the survey (indicating) they relied upon. It
3 is the survey which an expert witness has said is accurate.
4 It is the survey which earlier the Judge said is the survey
5 the trespass claim is based upon.

6 I normally like to go in order. So I'm going to go in
7 order and keep it very simple.

8 First of all, Ms. Couram called three other witnesses
9 besides herself. She called Officer Creech. You have the
10 police report. All Officer Creech was able to find is that
11 Mr. Hooker came out and tried to locate his pin, which he
12 pointed out to you when he testified, he marked this pin to
13 that pin (indicating) and he struck pay dirt with the first
14 hit with the shovel.

15 All right. Officer Creech in his police report clearly
16 is going to show that Ms. Couram wanted Mr. Hooker arrested
17 for criminal trespass, and he found no trespass occurred and
18 that upset Ms. Couram so much that she became uncooperative.

19 The next day she called again and wanted Mr. Hooker
20 arrested again for criminal trespass simply because he
21 located his property pin in the corner so he could put up a
22 fence.

23 Mr. Drafts, who did Ms. Couram's survey back in 1994,
24 testified, that's the pin. It was marked -- I'm going to
25 put this one down and get that one. (Indicating.)

613

1 IPF, iron pin found. Cox and Dinkins survey, half-inch
2 rebar pawns O. Old.

3 Ms. Couram, herself, even testified that it was not
4 wrong for Mr. Hooker to locate his corner property pin.

5 Ms. Couram has also put up evidence or pictures of
6 evidence where she keeps talking about the landscape timbers
7 or logs that she claims are on her side of the fence.

8 According to Defendant's No. 6, which is a picture, not on
9 the computer in any particular order where you can make up
10 your own date. On the back from the developer, December 16,
11 2010, I want you to see what's cut on whose side of the
12 timber.

13 According to her, if the landscape timber is the
14 property line it's on the Hookers and the Reibold's side. I
15 would show -- I'm not going to do that, but I am going to
16 ask this question. If Ms. Couram was so convinced that the
17 Cox and Dinkins line was right why did she put the landscape
18 timbers out there to mark it and now claim that it's her's,
19 when these folks have never made that claim.

20 Mr. Hooker testified that he found his pin and he put
21 up a fence. Wanted to get a tree limb cut, Mr. Reibold did.
22 It was over the swing set, so if there was a storm, like
23 yesterday, that limb wouldn't come crashing down on one of
24 his grandchildren.

25 Mr. Reibold -- don't let this lady fool you. All

1 right. Mr. Reibold told Ms. Couram in testimony that he did
2 not want her to think that he was making any kind of
3 allegations or insinuations against her. He's never made
4 those claims. You know, neighbors. Neighbors.

5 And then at the end, Mr. Rawls from Cox and Dinkins,
6 who's talked to Ms. Couram for three hours. As he clearly
7 testified yesterday that in his opinion as an expert
8 witness, South Carolina certified, been in court before to
9 testify, that the property line was correct. Defendant's
10 Exhibit No. 2. Right through here (indicating), he even
11 explained the little five feet there. That property line
12 here (indicating) you can run it across, you can see the
13 little dog-leg here to there. (Indicating.)

14 I got an email last night when I got back to the office
15 from my preacher. I hadn't talked to him in the last few
16 days. He wanted to know how things were going. He just
17 wanted to let me know he was praying for me. I appreciate
18 that, because he brings up something every time I think of
19 him I conjure up a memory. Okay. This is not -- I'm not
20 making any comparisons of anybody in here, but every time I
21 think about him I think about him telling the story of Moses
22 telling Pharaoh, let my people go. Free them. Let them go.
23 I just get -- he makes me glow when I think about that.

24 Mr. Reibold said it best at the end. All he wants is
25 for this to be over.

1 Now, I'm not comparing His Honor to Moses, you to
2 Moses, me to Moses. I'm not comparing Ms. Couram to
3 Pharaoh. I'm not even comparing the Hookers and the
4 Reibold's to the Israelites, but what he says when he
5 preaches that sermon rings true. Mr. Reibold and Mr.
6 Hooker, just let us go. Just let us be free. We've never
7 asked for this. We've never cut anything knowingly on her
8 side. And if we did it was purely unintentional and as you
9 heard Mr. Reibold say yesterday, I'll be glad to plant
10 shrubs for you, Ms. Couram.

11 These are folks willing to seek solutions, who want to
12 work with their neighbors to seek solutions except it didn't
13 work this time because they're wanting to work with somebody
14 who would rather call the police, who wants it to be her
15 way, and who now has told you that if it can't work out may
16 have to take drastic measures. That is just wrong. That is
17 just wrong. There is no need for the Hookers and the
18 Reibold's to leave.

19 Ladies and gentlemen, I would please ask that you
20 consider all the evidence and the evidence points toward a
21 verdict in favor of Mr. Hooker and Mr. Reibold. Let them be
22 free. Let them be allowed to continue to build good fences
23 so they can continue to be good neighbors.

24 Thank y'all.

25 THE COURT: Ms. Couram, do you have a reply?

1 PLAINTIFF CLOSING ARGUMENT IN REPLY BY MS. COURAM

2 MS. COURAM: When all this took place when I -- I was in
3 work. It was when I drove in my driveway that I saw these
4 things happening. I wasn't home. I saw Mr. Reibold out
5 cutting shrubs, Mr. Hooker put that hose down. I was at
6 work. I was not home.

7 If Mr. Reibold had not cut down the shrubs then he
8 wouldn't have had to replace them.

9 Let their people go.

10 In 2004, Mr. Fair first, Cox and Dinkins, Mr. Fair, Mr.
11 Reibold. Mr. Fair in 2004, Cox and Dinkins in 2004. 2006
12 Mr. Fair and Reibold. 2007 Mr. Hooker. 2010 Mr. Reibold
13 and Mr. Hooker. Who's the one who's being kept and not
14 being allowed to let go. If these people stay on their
15 property on Toucan Way and stay off of my property on McCaw
16 Lane then I wouldn't know that they existed and I would not
17 have any contact with them. So who is being kept prisoner
18 for the last 10, 12, 13 years.

19 Mr. Reibold -- Mr. -- Brown used this -- I wasn't going
20 to use this (indicating) but as I stated before, the officer
21 said that the disputed area was the Carolina Water Service
22 space. And using this as Mr. Brown introduced, this is the
23 disputed area, right here. (Indicating.) It's in the police
24 report, disputed area right here (indicating) that the
25 officer spoke about in his report.

1 As I stated, the defendants placed a great deal of
2 emphasis on the swing set. That wooded area has been there
3 before I bought the property in '94. It was there when they
4 had the property in 2006, when Mr. Fair had the property in
5 2004, seven, eight, nine, 10. It's been there. That swing
6 set has been there since 2006. If they were so concerned
7 about the trees falling down on the kids or snakes, why put
8 that swing set in that area. It didn't make sense and it
9 doesn't make sense.

10 And if it wasn't there they wouldn't be cutting down
11 trees and shrubs that has as much right to thrive as anybody
12 else, even though it's not human. Still lives.

13 As far as the guns concerned. I didn't say that I was
14 afraid of the police. I'm afraid of guns. There's a
15 difference. I work with the police. I'm with the police
16 seven -- five days a week. I walk down the hallways with
17 them. What I do do when I pass them is that I go the other
18 way. I just don't like to pass guns. That doesn't mean I
19 am afraid of the police. I just don't like guns. And most
20 people don't like guns. They are a necessity,
21 unfortunately, but that's what I said. If the police have
22 to have a gun, they have to have a gun. And when they come
23 out to your house they have to have a gun. They have to
24 protect themselves. I'm not going to deny them -- if I
25 could I would. Britain doesn't have any -- their police

1 doesn't have guns, but if I could I would say no guns, but
2 that's not the case here. It has to be guns unfortunately.
3 So what can I do about that if they come with their guns. I
4 can't tell them to leave it in the car.

5 The other thing is I said I had a constitutional right
6 to protect my property. Each and every one of us has that
7 constitutional right. We listen to news reports all the
8 time where people are shooting people for being on their
9 property and those people refusing to leave.

10 I said I had a constitutional right, but I also said I
11 hated guns. So regardless of what I said those people would
12 not have gotten shot. They wouldn't even have gotten hit,
13 because I don't even like being hit. I'm not married
14 because I don't like being hit.

15 I never said there was a dispute on the property lines.
16 Using this one that Mr. Rawls -- Mr. Brown used. Property
17 lines right here (indicating) right here. Never said I had
18 a dispute with the property lines. That would be ridiculous
19 for me to say that. That's the property line. That's the
20 boundary line. What I said was a disputed area that is in
21 that police report is. Not the property line or the
22 boundary line. The disputed area.

23 And if you recall, Mr. Rawls, the expert, stated when I
24 asked him, we were standing right here on the pedestal, with
25 the pedestal, and I asked him, was there any reason that

1 their survey gave the defendants a reason to cross over the
2 property line over into the disputed area. He said, no. We
3 were standing right here when he said it.

4 So that property line is right there (indicating). The
5 disputed area is over that property line. And he said his
6 survey did not give the Reibolds or the Hookers permission
7 or the right to come over into that property area. He said
8 that, the expert. The people that drew up this plat.

9 Mr. Brown also talked about that the police officer
10 apparently dug. The hole was already dug up by Mr. Hooker.
11 The hose was there. I think the police officer may have
12 moved some stuff around to see what the hose was attached to
13 and that's what he saw in that disputed area. The rebar
14 sticking up that the hose was attached to. He didn't dig up
15 anything. He just moved some leaves around. The hose had
16 already been dug up by Mr. Hooker.

17 So I'm -- I -- I can't fathom why this would not go my
18 way, but I know that's possible.

19 In the other lawsuits it should have gone my way, too.

20 The other lawsuits, you know, that they occurred
21 because of 2004. Time Warner Cable tried to use my property
22 for my neighbor to my right to put up a cable in their yard.
23 They wanted to use my property -- so they thought okay,
24 we'll put that pedestal in her yard. They came and asked me
25 if they can do it. I say, no. I came home one day, it was

1 there. I pulled up in my driveway, looked straight back and
2 that pedestal was in my driveway, the back of my yard. This
3 all happened in 2004.

4 The damage done by Mr. Fair when I sued him, it was in
5 2004. Do you recall that Mr. Rawls, the expert, said --
6 asked me if that was snow. If it was snow. I told him, no.
7 It was damage done by the construction of Mr. Fair before he
8 put those tarps up. Mr. Fair promised me he would take care
9 of it, but he never did, and that's why I took him to court.
10 I lost because the jury asked a question and the judge
11 denied, but I lost. The same with Time Warner Cable. I
12 lost. But it doesn't diminish the fact that I'm the one
13 that's not being let go. I'm the one who's been suffering
14 for the last 10 plus years.

15 Mr. Hooker and his wife have moved away. Mr. Reibold
16 has put up a fence.

17 I filed this lawsuit in 2010, and who's the one stuck
18 with the damage done that has to look at the damage. Mr.
19 Reibold is behind his fence, the Hookers are gone. I'm
20 left. Who's the one who's not been let go.

21 Thanks.

22 THE COURT: Madam Forelady, would you poll your jury to
23 determine whether they want me to go forward with my charge
24 at this time or whether you'd like to have a brief break
25 before we come back and I charge you on the law. I

1 anticipate that I will probably be around 25 minutes. Would
2 you poll them?

3 MADAM FORELADY: We'd like to proceed, Your Honor.

4 THE COURT: That's what I figured. Thank you.

5 COURT'S JURY CHARGE

6 Let me tell you this in advance. Some of this is going
7 to be read to you. I'm not articulate enough or smart
8 enough not to make a mistake in the law and the law is very
9 important, so I apologize to you in advance, but I will do
10 my best to try to minimize whatever I read to you.

11 Now, that you've heard all the evidence in this case,
12 ladies and gentlemen, now that you've heard the arguments of
13 the attorneys, it becomes my duty as the judge of the law to
14 instruct you on the law. These instructions are going to be
15 in three parts.

16 The first part of my instruction will be the general
17 rules that define and control your duties as jurors. The
18 second aspect will be the law, the substantive law that
19 applies to this case. The third aspect will be some
20 considerations about your deliberations, and I will go over,
21 Madam Forelady, with the verdict form for you and instruct
22 you how to fill that out.

23 Before we get started the only issue based on my
24 rulings outside of your presence that you may consider in
25 this case is whether or not the defendants singly or jointly

622

1 have trespassed onto property owned by the plaintiff based
2 on Defendant's Exhibit No. 2, which is the Cox and Dinkins
3 deed, I mean, excuse me, plat, dated 2004. I have ruled
4 that that plat properly outlines the borders or the
5 dimensions of the parties parcels of land, okay.

6 Now, if you recall at the beginning of this case I told
7 you that it is your duty to be finders of fact or judges of
8 the fact and you do that by applying the law as I give it to
9 you to the facts as you find them to be based on the
10 evidence and the testimony that you heard here in this
11 courtroom.

12 Now, I'll instruct you that you must follow the law as
13 I give it to you. You must not be concerned with what you'd
14 like it to be, but what it is, and you will apply those
15 facts as you find them to be to the law as I give it to you.

16 You also shall not be concerned with any personal
17 dislikes, opinions, prejudice or undue sympathy that you may
18 have for one side or the other. What that simply means is
19 this, is that you will decide the case according to the
20 evidence that is before you in this courtroom and according
21 to the law as I give it to you.

22 Now, if you recall at the beginning of this case you
23 agreed that you'd do just that when you took your oath.
24 Also, in following my instructions, you must follow all of
25 them. They are all equally important. You cannot pick out

1 which aspects of my instruction which you wish to follow and
2 then disregard others. They are all equally important.

3 Also, if I've done anything throughout the course of
4 this trial which seems to indicate the facts that you are to
5 find, in other words, the verdict that you would reach, I'm
6 going to ask you and also I'm going to instruct you to
7 disregard that. I do not have a feeling as to what your
8 verdict should be. My job is to instruct you on the law and
9 make sure that the process is fair and impartial to both
10 sides and they receive a fair and impartial trial. That is
11 the only thing I do. Our constitution does not allow any
12 trial judge to have an opinion on the facts or to even make
13 a comment on the facts. So you may not and shall not
14 consider anything I've done as a suggestion of how you are
15 to find in this case, and you'll decide what the facts are
16 when you get in there and begin your deliberations by
17 weighing the evidence that you heard in this courtroom.

18 I remind you that the plaintiff in this case has filed
19 her claim and therefore, as with all plaintiffs, she has the
20 burden of proving her case. The burden of proof in this
21 case as to the underlying claim of trespass is by a
22 preponderance of the evidence. A preponderance of the
23 evidence simply means the greater weight of the evidence.
24 In other words, it's evidence, which as a whole shows the
25 facts sought to be proven more likely than not, true.

624

1 So if you'll remember at the beginning of this trial I
2 gave you the illustration of the scales. In your
3 deliberations when you consider the plaintiff's claim for
4 trespass, if those scales remain the same or they tilt ever
5 so slightly in favor of one or both of these defendants,
6 then she will have failed to have met her burden of proof
7 and it will be her duty to find for the defendants, singly
8 or jointly.

9 On the other hand, if the scales tilt ever so slightly
10 in favor of the plaintiff, then she will have met her burden
11 of proof and it will be your duty to make an award for the
12 plaintiff in the amount that you deem proper and according
13 to the law as I give it to you in just a minute.

14 Now, one thing you do not do is determine what the
15 preponderance of the evidence is by adding up the number of
16 witnesses who may appear for one side or the other. It is
17 simply the greater weight of the evidence as determined from
18 all the witnesses you hear.

19 Now, that leads me to what is evidence. I know that
20 sounds very simplistic, but sometimes it needs to be said.
21 The sworn testimony of witnesses whether it be direct
22 examination or cross-examination is evidence. It doesn't
23 matter who called them. Also, any exhibits that has been
24 received into evidence is also evidence. In this case that
25 is the only technical evidence that you may consider as

625

1 being evidence.

2 So that leads me to what is not evidence. The --
3 certain things in these cases are helpful, but it may not be
4 considered by you as evidence. For example, the arguments
5 and statements by the attorneys or by the pro se parties is
6 not evidence. They're not witnesses, they've not been put
7 on the stand and sworn and subjected to examination and
8 cross-examination. That's not to minimize what they told
9 you, but it is not evidence. What they said in opening and
10 closing, at any time during this trial, is to help you
11 understand the issues and the facts in this case, but at the
12 end of the day during your deliberations if you're
13 collective memory of the facts differs by what you're told
14 by either party or either attorney then your collective
15 memory will prevail over what they tell you.

16 That being said, let me remind you that just because
17 something may appear in somebody's notes doesn't trump
18 somebody's memory when you begin your deliberations. You'll
19 just have to hash the differences out and hopefully come to
20 a unanimous verdict.

21 Also, Madam Forelady, I'll remind you that questions
22 and objections are apart of every case. It is not evidence.
23 It would be improper for you to allow the fact that there
24 was an objection raised or my ruling on that objection in
25 your presence to be considered and discussed in your

1 deliberations.

2 Also, there's been testimony stricken from the record
3 and you may not consider that either.

4 Finally, ladies and gentlemen, anything that you may
5 seen in breaks or when we were not in session is not
6 evidence. In other words, what you heard in this courtroom
7 is evidence.

8 South Carolina recognizes two types of evidence. We
9 have direct evidence and we have circumstantial evidence,
10 both of which are equally valuable to you if you so choose
11 to consider them.

12 Direct evidence is this, it is testimony of a person
13 who claims to have actual knowledge of a fact such as an
14 eye-witness. It is evidence which immediately establishes
15 the main fact to be proven. For example, if I'm standing on
16 the corner and I see a car run a red light and I testify
17 that I saw that I saw the car run a red light that is direct
18 evidence.

19 On the other hand, we also recognize circumstantial
20 evidence and this is a little more tricky. Circumstantial
21 evidence is proof of a chain of facts and circumstances
22 indicating the existence of a fact. It is evidence which
23 immediately establishes a collateral fact or facts from
24 which the main fact may be inferred. Circumstantial
25 evidence is based on inference and not on personal knowledge

627

1 or observation. It is proof that does not actually
2 establish the fact in question, but that asserts or
3 describes something else from which you may either
4 reasonably infer the truth of the fact or at least a
5 reasonable inference or increased -- excuse me -- or at
6 least reasonably infer an increase in the probability that
7 the fact is true.

8 If I haven't totally confused all of you with that let
9 me give you an example. If each of you were to go to bed at
10 night and you were to have a fresh sheet of snow in your
11 front yard, in other words, no tracks or anything there. In
12 the morning you were to wake up and see footprints or tracks
13 through your snow, you may reasonably infer that something
14 or someone walked through your yard during the night,
15 although you did not actually see that. That's
16 circumstantial evidence.

17 Now, Madam Forelady, ladies and gentlemen, for
18 circumstantial evidence to be sufficient to warrant a
19 finding of fact, the circumstances must lead to the fact
20 with reasonable certainty. These facts should be considered
21 in light of your ordinary, common experience and good common
22 sense. The only prohibition is the inference you make
23 cannot be conjecture, surmise or speculation.

24 The law further makes no distinction between the weight
25 or value of either direct evidence or circumstantial

628

1 evidence, and there is not a greater degree of certainty
2 required for circumstantial evidence to be considered by
3 you.

4 Now, in determining what the facts are it will be
5 necessary, as in every case, for you to determine what we
6 call the credibility of the witnesses. You have a right to
7 decide which testimony you have -- to determine which
8 testimony that you wish to believe, which testimony you wish
9 not to believe. You have a right to disbelieve all or part
10 of any witness's testimony. You may believe all of any
11 witness's testimony. In making this decision you may take
12 into account a number of factors. You don't have to but
13 these are helpful for you. Let me go over them with you.
14 Number one, was the witness able to see or hear or know
15 about the things to which the witness testified. How well
16 was the witness able to recall or describe the things about
17 which they testified. How did they act on the stand or what
18 was their demeanor. You may ask yourself, was there a
19 reason a witness would want to give testimony that would
20 help or hurt one side or the other. Do they have an
21 interest in the outcome of the case or any bias or prejudice
22 towards any party or issue in the case. You can consider
23 how reasonable the testimony was in light of the other
24 testimony and evidence in this case and whether that
25 witness's testimony had been contradicted by what they said

1 earlier or at another time or the other testimony or
2 evidence presented in this case.

3 Ladies and gentlemen, those are just some of the
4 factors you may consider in determining the credibility of
5 the witnesses, and, of course, as jurors you do not check
6 your common sense at the door and you shouldn't in this
7 case. You should use those things in your day-to-day lives
8 that you find indicative of truthfulness or indicative of
9 lack of truthfulness when you make this determination of
10 credibility.

11 Now, one thing you don't do, as with the preponderance
12 of the evidence, is add up the number of the witnesses who
13 appear for one side or the other. It does not matter
14 whether the truth comes from a witness for the plaintiff, a
15 witness for the defense or a combination of the two. You
16 can believe one witness over many or many over one. It is
17 up to you to determine the facts based on what you find as
18 to be the truth in this matter. I'll remind you that your
19 sole objective is to find the truth and it does not matter
20 whose side of the case it comes from.

21 Finally, as to your general rules, you have heard
22 testimony of an expert. If you recall during the trial I
23 told you that some people who have become expert in a
24 certain field are allowed to give their opinions in that
25 field.

630

1 Now, expert testimony should be judged just like any
2 other testimony in this case. You may accept it, you may
3 reject it, you may give it as much weight as you think it
4 deserves, considering the witnesses education, their
5 experience, the reasons for their opinion and also the other
6 evidence in this case.

7 Now, ladies and gentlemen, I know this is somewhat dry
8 and I will try to not make it such. But if you would like
9 to take a quick minute to stand up, I would imagine I have
10 about 10 more minutes, or we can go forward right now.

11 Madam Forelady?

12 MADAM FORELADY: Please continue.

13 THE COURT: Get it over with. All right.

14 That is the -- those were the first parts.

15 This is the law that applies that you must apply to
16 this case. This is the law of trespass. The plaintiff
17 claims that the defendants trespassed on the plaintiff's
18 property. In order to recover for trespass the plaintiff
19 must prove by a preponderance or greater weight of the
20 evidence that the plaintiff was in legal possession of the
21 property, that the defendants or the defendants agent
22 voluntarily entered the plaintiff's property or committed an
23 intentional physical interference with the plaintiff's
24 present right to possess the property, and that the entry or
25 interference was made without plaintiff's permission.

1 The entry or interference by the defendant must be
2 intentional. Intent is proved by showing that the defendant
3 acted voluntarily and knew or should have known that the
4 result would follow the act. Motive or malice on the part
5 of the defendants is not required. The defendants or the
6 defendant does not have to intend damaging consequences, but
7 only must intent the act which constituted the unwarranted
8 entry on plaintiff's property or the interference with the
9 plaintiff's right of possession. The entry or interference
10 may be the result of negligence or a willful, deliberate or
11 wanton act. A negligent act is one which lacks the care
12 which a person of ordinary reason and prudence would use
13 under the same or similar circumstances. A willful act is
14 one that is done through conscious choice or wrongful
15 conduct which is consciously done without regard to the
16 possible consequence. A reckless act is one of conscious
17 lack of concern for the rights and safety of others.

18 Now, ladies and gentlemen, if you find that the
19 defendants or either of them committed an unauthorized entry
20 onto plaintiff's property or an intentional interference
21 with plaintiff's right of possession of the property you
22 must determine the damages the plaintiff suffered as a
23 direct and proximate result of the defendants acts.

24 The plaintiff is entitled to at least nominal damages
25 if a trespass occurred. Nominal damages may be a token such

1 as one cent or one dollar or other amount you find to be
2 appropriate as nominal damages and those damages must have
3 been proximately caused by the trespass.

4 So I have to give you the definition of proximate
5 cause.

6 The plaintiff must prove by a preponderance or greater
7 weight of the evidence that the damages were proximately
8 caused by the defendant's trespass. Proximate cause is
9 something that produces a natural chain of events which in
10 the end brings about the injury. It is the direct cause of
11 the injury.

12 To prove that the defendant's trespass proximately
13 caused the plaintiff's injury, the plaintiff must first
14 prove causation and fact. This is proven by showing that
15 the injury would not have occurred but for the defendant's
16 trespass.

17 The plaintiff must also prove legal cause -- excuse me
18 -- legal cause is proven by a showing that the injury was
19 foreseeable. This means that the injury occurred as a
20 natural and probable consequence of the defendant's
21 trespass. Plaintiff must prove that some injury from the
22 defendant's trespass was foreseeable, but does not have to
23 prove that the particular injury that occurred was
24 foreseeable. However, the defendant cannot be held
25 responsible for something which could not be expected to

1 happen.

2 Proximate does not mean the only cause. The defendants
3 act can be a proximate cause of the plaintiff's injury if it
4 was at least one of the direct, concurring causes of the
5 injury.

6 Now, ladies and gentlemen, as opposed to nominal
7 damages you may also find that the plaintiff suffered actual
8 damages. The would include, depreciation, injury or damage
9 to the property or loss of use or enjoyment of the property.
10 Damages may also include mental pain and suffering,
11 discomfort or annoyance, which are a reasonable and natural
12 consequence of the trespass. The amount of damages for
13 injury or damage to the property would be the difference the
14 fair market value of the property immediately before the
15 trespass and the value of the property immediately after the
16 trespass.

17 Fair market value is the price a willing buyer would
18 pay and a willing seller would take in the ordinary course
19 of business if a sale were not required.

20 The damages for loss of use or enjoyment of property
21 may include recovery for the loss of value of the use and
22 enjoyment of the property during the time that the injury to
23 the property exists. This should be measured by the loss of
24 use or enjoyment an ordinary person acting reasonably under
25 the same or similar circumstances would suffer.

1 Also, ladies and gentlemen, the plaintiff, in this
2 case, seeks punitive damages.

3 And I will tell you, Madam Forelady, before you can
4 consider punitive damages you must have at least -- you must
5 have an award for actual damages or at least nominal
6 damages. You can't have punitive damages without the other.
7 But, if you award actual damages you may also consider an
8 award of punitive damages. Punitive damages are intended to
9 punish the defendants for extraordinary and outrageous
10 conduct and to prevent the defendants and others from
11 committing similar acts in the future. Punitive damages can
12 only be awarded when conduct of the defendants has been
13 something more than mere negligence. The evidence must
14 establish that the defendants acts were reckless, willful
15 and wanton, meaning there was a conscious failure to
16 exercise due care or a conscious indifference to the rights
17 to the safety of others or a reckless disregard thereof.

18 If you find that the defendants conduct was willful,
19 wanton or reckless, you may award the plaintiff punitive
20 damages. To support an award of punitive damages the
21 plaintiff must prove by clear and convincing evidence as
22 opposed to a preponderance of the evidence that the conduct
23 complained of included a consciousness of wrong-doing at the
24 time of the conduct.

25 Clear and convincing evidence is a higher standard of

1 proof than preponderance of the evidence. Clear and
2 convincing is more than a preponderance or greater weight of
3 the evidence which requires only proof that persuades you
4 that a parties claim is more likely than not true. On the
5 other hand, clear and convincing proof is not as high a
6 standard as the burden of proof in the criminal case, which
7 is proof beyond a reasonable doubt.

8 Clear and convincing evidence -- clear and convincing
9 proof leaves no substantial doubt in your mind. It means
10 that the evidence is not ambiguous, doubtful, equivocal or
11 contradictory. Convincing means persuading by proof or
12 argument causing one to believe in the truth of what was
13 asserted. Clear and convincing proof establishes in your
14 mind not only that the fact is probable but that it is
15 highly probable.

16 Before awarding punitive damages you must consider and
17 weigh four elements which may be pertinent to the facts in
18 this case. You must first consider the relationship between
19 any punitive damage award and the harm caused. Any penalty
20 imposed should take into account the reprehensibility of the
21 conduct, the harm caused, the defendants awareness of the
22 conducts wrongfulness, the duration of the conduct and any
23 concealment. Thus any penalty imposed should bear a
24 relationship to the nature and extent of the conduct and the
25 harm caused including the compensatory damage award made by

1 you.

2 Secondly, any penalty imposed should take into account,
3 as a mitigating factor any other penalty that may have been
4 imposed or which may be imposed for the conduct involved,
5 including any criminal or civil penalty or any other
6 punitive damages award arising out of this same conduct.

7 Ladies and gentlemen, there is no such aspect in this
8 case.

9 Third, you should consider whether the award and the
10 amount of any punitive damages may deprive the defendants of
11 any profits derived from the improper conduct and whether
12 the ill-gotten profits should be properly awarded to the
13 plaintiff, and finally any award of punitive damages must be
14 limited to punishment and thus may not effect economic
15 bankruptcy. To this end, the defendants ability to pay any
16 punitive damages or award should be considered, however, the
17 economic bankruptcy factor is not an absolute bar to an
18 award of punitive damages.

19 Ladies and gentlemen, that is the substantive law that
20 you must apply in this case. That leads me to the last part
21 of my charge and it has to do with your deliberations.

22 Number one, you do not serve as jurors to be partisans
23 or advocates to one side or the other, because you were
24 chosen by both sides in this case because they believed that
25 you'd be fair and impartial and listen to the evidence and

631

1 make your decision based on that evidence and according to
2 the law as I give it to you unaffected by any bias or
3 prejudice that you have for one side or the other. In
4 engaging in your deliberations you should use your
5 experiences in life, your common sense, your sense of logic
6 and judgment.

7 So let me say something about your deliberations.
8 Deliberations is defined as follows: It's a careful
9 consideration weighed up with a view to a decision.

10 I would submit to you that the genius of our jury
11 system, regardless of what you may think about it, is that
12 it allows 12 men and women who come from 12 different walks
13 of life, who have 12 different perspectives and life
14 experiences to sit through a trial, to listen to the
15 evidence, to listen to the law, to go back and engage in
16 courteous and thorough deliberations and to hopefully reach
17 a unanimous verdict.

18 We call them deliberations for a reason. You should
19 consider all the evidence carefully and deliberately and
20 discuss it in a calm, courteous and thorough manner.
21 Remember, you're not partisans or advocates for one side or
22 the other, but you are judges of the facts and your sole
23 interest is to attempt to find the truth from the evidence
24 that you heard here in this courtroom.

25 I'm going to ask and also instruct you that you are to

1 listen to the views and points of views of your fellow
2 jurors. You're to discuss those thoroughly. Remember if
3 you're doing something deliberately you shouldn't be in a
4 big hurry and it shouldn't be today. I will point out to
5 you that today is these parties only day in court. They
6 only have one bite at the apple. So it's important to both
7 sides that you think through and consider all the evidence.

8 Now, in order for your verdict to stand it must be
9 unanimous. In other words, all 12 jurors must agree to the
10 verdict, but having said that each of you must decide this
11 case for yourself, but you should only do that after you
12 have listened to all the evidence, you've fully discussed it
13 with everyone and listened to the points of view of your
14 fellow jurors. Don't be afraid to change your mind about
15 what the evidence is if the discussion persuades you that
16 that's the proper thing to do. On the other hand, don't
17 change your mind just to appease your fellow jurors. In
18 other words, don't change your mind simply to reach a
19 verdict in this matter.

20 Now, Madam Forelady, once you have reached a unanimous
21 verdict I'm going to ask that you go over and sign this
22 verdict form after you fill it out. I believe it is fairly
23 self-explanatory. But I'm going to go over it with you
24 right quick.

25 You options and the order they come in is of no

1 consequence. I have to put them in some order.

2 The first option is this: We the jury under case number
3 20111-CP-1010 unanimously find as to Plaintiff, Glenda R.
4 Couram's claim to trespass against the Defendant, Mr.
5 Christopher Hooker, we find, A) For the Plaintiff in the
6 amount of blank actual damages. Now, it's like writing a
7 check. If the jury decides the plaintiff is entitled to
8 actual damages against Mr. Hooker, write it out like you do
9 on a check and then write the actual number, okay.

10 If you find that actual damages against Mr. Hooker is
11 appropriate then you may consider an award of punitive
12 damages. If you decide to award punitive damages the amount
13 will be written out just like actual damages.

14 The third option would be that you find for the
15 Defendant, Mr. Hooker.

16 After you consider the claim against Mr. Hooker, then
17 you will consider the claim against Mr. Reibold and your
18 options are exactly the same, okay.

19 If at any time the jury has any question, write that
20 question down, sign it, knock on the door and we'll receive
21 the question and respond to it here in this courtroom.

22 Once you have reached a unanimous verdict, sign it,
23 knock on the door and we'll receive it.

24 Now, I will point out to you that were photos presented
25 by way of the plaintiff's computer. Because I've not looked

640

1 on the computer and I don't know what else is in there, I'm
2 not going to send the computer back with you. If the jury
3 wants to review the photos we'll do so here in the courtroom
4 so we can control what access to the computer you have,
5 okay. You will have as much time as you want to look at any
6 and all of those photos as you want, we'll just do it here,
7 Okay.

8 With that being said, what I'm going to do is go over
9 with these attorneys what I have stated the law and whether
10 I need to add something to what I have told you. I'm going
11 to send all of you back to your jury room.

12 Ms. Alternate, I'm going to ask that you go back, but
13 before deliberations begin I'm going to excuse you and bring
14 you back in here, okay.

15 If you'd go back to your jury room now, please, ma'am.
16 (Jury out at 11:00 a.m.)

17 THE COURT: All right. Any additions or exceptions to my
18 jury charge, from the plaintiff?

19 MS. COURAM: No, sir.

20 THE COURT: Okay.

21 I'm going to remind you, Ms. Couram, that you need to
22 object to my failure to charge on the other causes of
23 actions that I have dismissed.

24 Do you object to my failure to do that?

25 MS. COURAM: Yes.

641

1 THE COURT: But you don't object to the charges given on
2 trespass?

3 MS. COURAM: No.

4 THE COURT: All right. Very good.

5 Mr. Brown, any additions or exceptions to the charge as
6 given?

7 MR. BROWN: None, Your Honor.

8 THE COURT: Very good.

9 All right. If the parties would get together and
10 review all the exhibits with the court reporter, I'm going
11 to give my verdict form to the bailiff.

12 Once they have agreed that all the exhibits are there,
13 would you take that back and ask them to begin their
14 deliberations, but bring the alternate out?

15 THE BAILIFF: Yes, sir.

16 THE COURT: Thank you.

17 Thank you. Let me say to everyone that all litigation
18 is stressful. I'm in court almost every single week. I want
19 to commend everyone on how they've acted here today and
20 during this case. Thank you for that.

21 Regardless of the outcome I want to say that I
22 appreciate it, because I see a whole lot worse in the
23 courtroom.

24 All right. We are in recess.

25 COURT REPORTER: Judge, the exhibits have been counted.

642

1 THE COURT: Good. Give that to the bailiff to take
2 back. Tell them to begin their deliberations and bring the
3 alternate out.

4 (Evidence and verdict form to the jury at 11:04 a.m.)

5 (Court in recess for jury deliberation at 11:04 a.m.)

6 (Court in session at 11:35 a.m.)

7 THE COURT: We are advised that the jury has reached a
8 verdict.

9 Would you bring in the jury.

10 (Jury in with verdict at 11:35 a.m.)

11 THE COURT: Madam Forelady, it's my understanding that
12 the jury has reached a verdict in this case. Is that
13 correct?

14 MADAM FORELADY: Yes, Your Honor, we have.

15 THE COURT: Is it unanimous?

16 MADAM FORELADY: Yes, Your Honor, it is.

17 THE COURT: Would you pass it to the bailiff, please.

18 (Verdict passed to the Court.)

19 THE COURT: Would you publish the verdict.

20 THE CLERK: In the matter of Glenda R. Couram verses Mr.
21 and Ms. Christopher Hooker and Mr. and Ms. Carl Reibold,
22 Case Number 2011-CP-32-1010. We the jury unanimously find
23 for the defendant, as to the Hookers. For the defendants,
24 as to the Reibolds.

25 Madam Forelady, and members of the jury, is this your

643

1 verdict?

2 MADAM FORELADY: Yes, it is.

3 THE CLERK: If you would please raise your right hands
4 to signify that this is unanimous.

5 (Jury complies.)

6 THE COURT: Very Good. Let the record so reflect.

7 All right. Ladies and gentlemen, the good news is that
8 you are excused for the rest of the week. You won't have to
9 serve again for three years unless you want to, but before
10 we excuse you, I would like to speak with y'all in your
11 chambers for a second.

12 I want to express gratitude for you, not for your
13 verdict, because the Court is never concerned with what your
14 verdict is, but that you participated, you watched
15 throughout the trial. I know trials can be like someone
16 going to a dentist. It's tough, but you sat through it.
17 You stayed engaged and you did your civic duty. As I told
18 your alternate just a few minutes ago, and I say this to
19 everybody, and, I truly believe it, that without people who
20 are willing to participate in the system there is no way to
21 resolve disputes either on a civil basis or a criminal basis
22 on a civilized way. Another way to do it is by force and by
23 guns, so having you here is a vital part of our system. It
24 is your civic duty and you did it very well. Thank you for
25 being here.

644

1 Does anybody need a statement for their employer?

2 They can go downstairs; is that right?

3 THE CLERK: Yes, sir. They can go to the records room
4 downstairs on the first floor and someone down there can get
5 it for you.

6 THE COURT: Do y'all know where that is.

7 Now, also, y'all will receive check from the clerk in
8 the mail, so don't spend it all in one place.

9 All right. On behalf of the parties and the Court we
10 thank you.

11 If I can speak with y'all in your room just a minute.
12 I'll promise you I won't keep you. Okay.

13 (Jury out at 11:39 a.m.)

14 THE COURT: Ms. Couram, it is my practice to give
15 parties 10 days to file post-trial motions or you can go
16 ahead and file them -- make them orally. If you file them
17 10 days from now you just need to do it in writing and send
18 it to me and file it with the Court and send Mr. Brown one
19 or you can wait for a minute and get your thoughts together
20 and put it on the record now.

21 What would you prefer?

22 MS. COURAM: I'll think about it and file in 10 days.

23 THE COURT: Okay. Before you leave would you get my
24 address and contact information from my law clerk. Remember
25 you have to file your motion with the court with the filing

645

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

fee and serve it on Mr. Brown and serve it on me. Okay.

Thank you very much for your participation. You are
excused.

(This proceeding was concluded.)

646

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

C-E-R-T-I-F-I-C-A-T-E

I, THE UNDERSIGNED HILDA M. JORDAN, CVR-M, OFFICIAL COURT REPORTER FOR THE FIRST JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF THE PROCEEDING IN THE ABOVE CAPTIONED CAUSE, IN THE COURT OF COMMON PLEAS FOR LEXINGTON COUNTY, SOUTH CAROLINA, BEGINNING ON THE 8 DAY OF JULY, 2013.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL, NOR INTEREST IN ANY PARTY HERETO.



Hilda M. Jordan, CVR-M

March 15, 2014

647

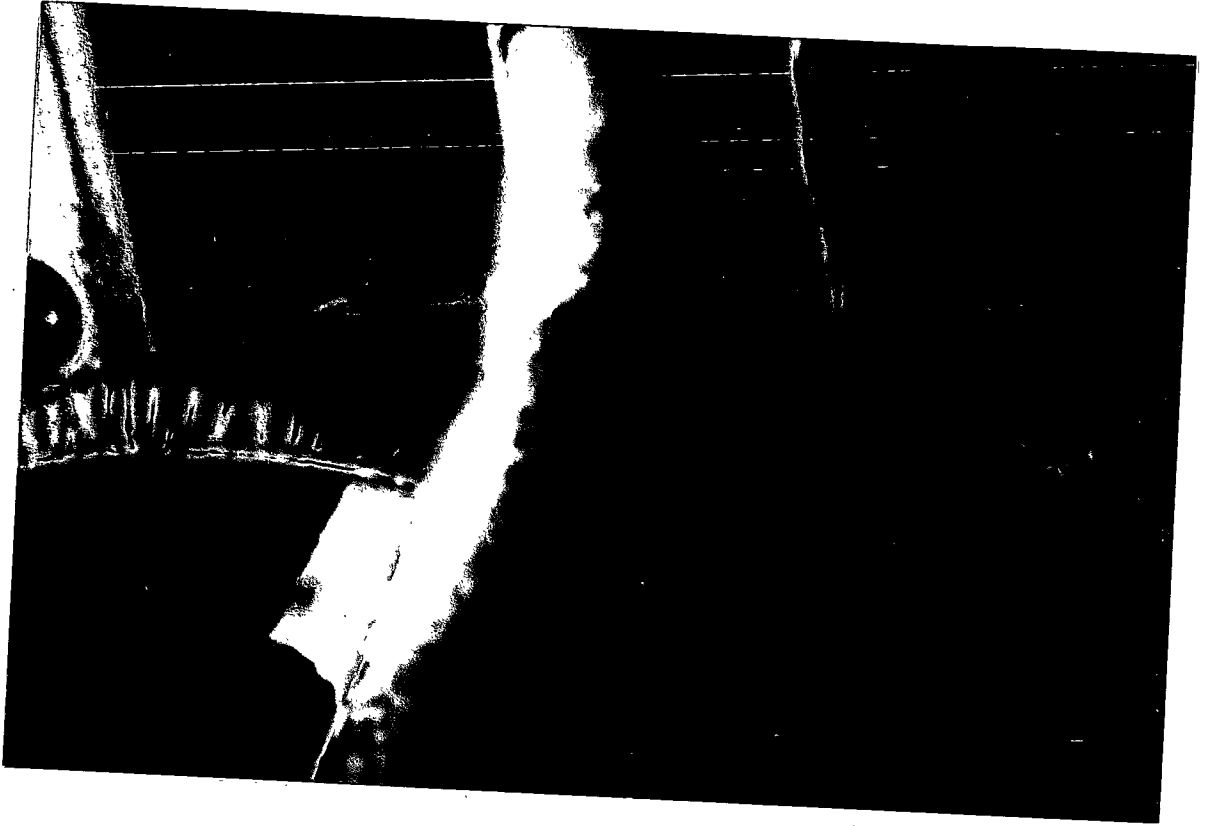
Exhibit I

Damage Done
in 2004



by Fair

P lenhoff Exhibit 1

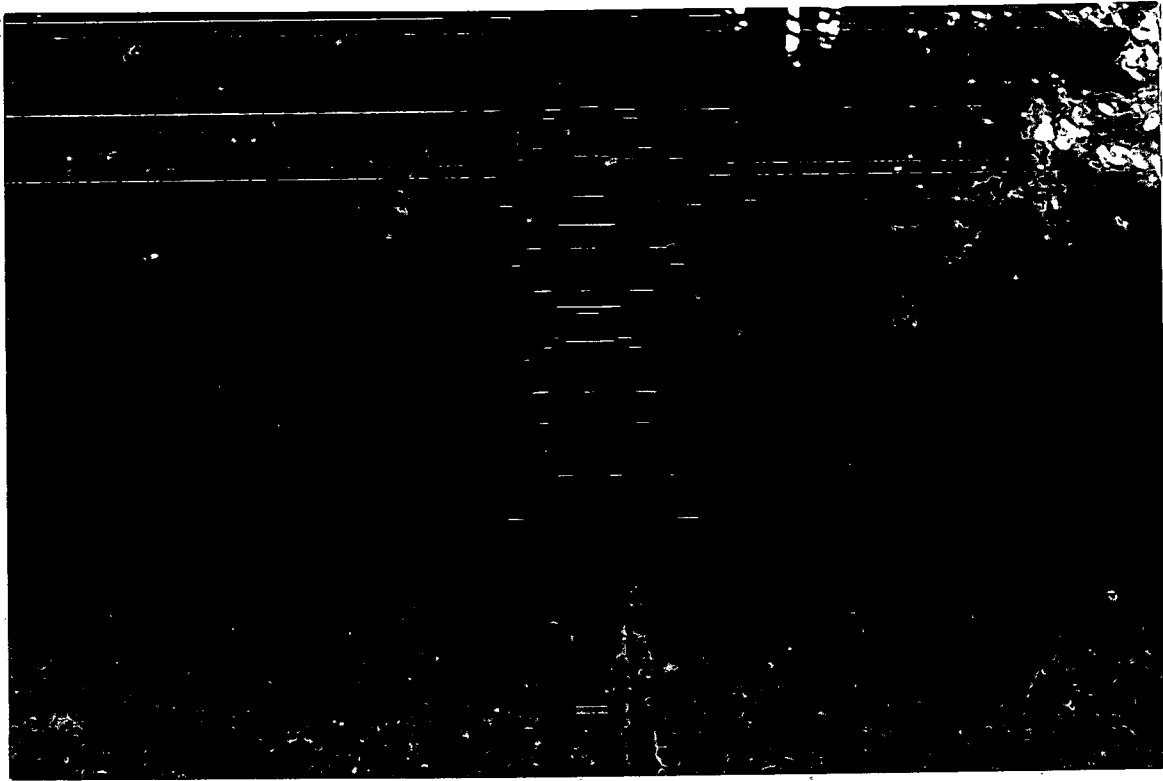


Takes 4/11
diagnosed 2/11/11

649

Exhibit 1

2



Pictures taken 12/10
after ~~the~~ letter sent
asking "Neighbors"
To stop the damage
Date 12/10

3

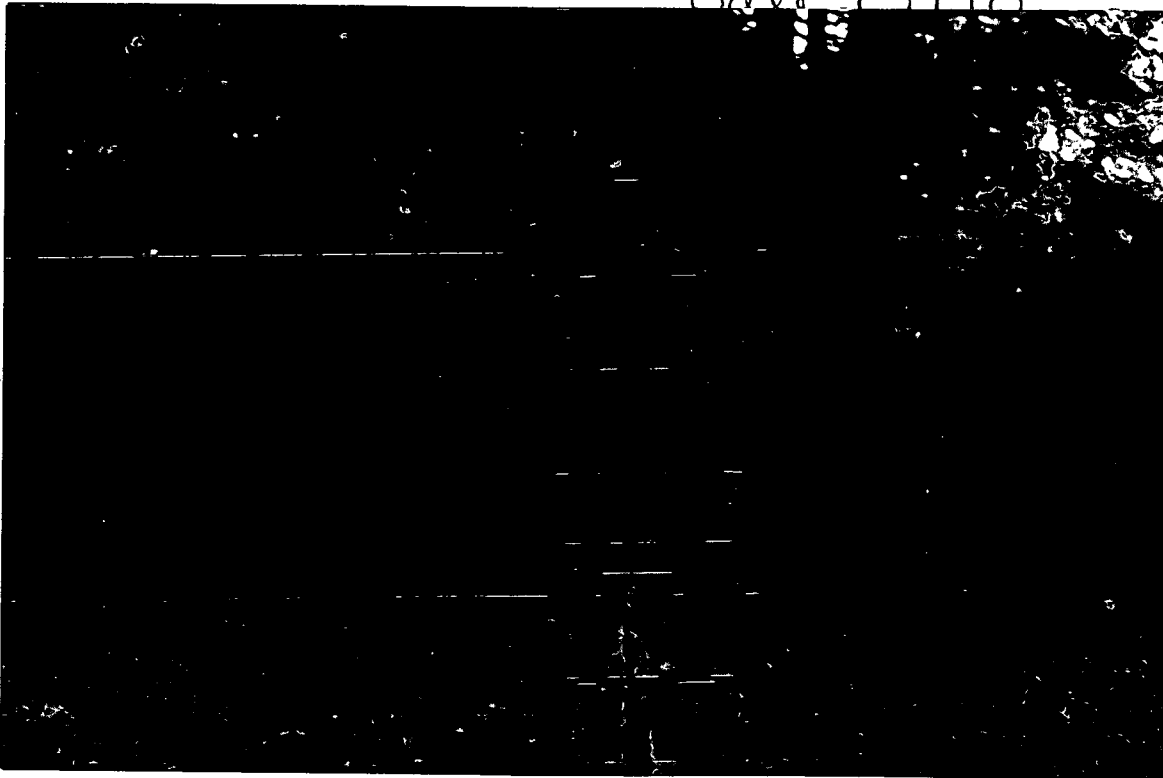
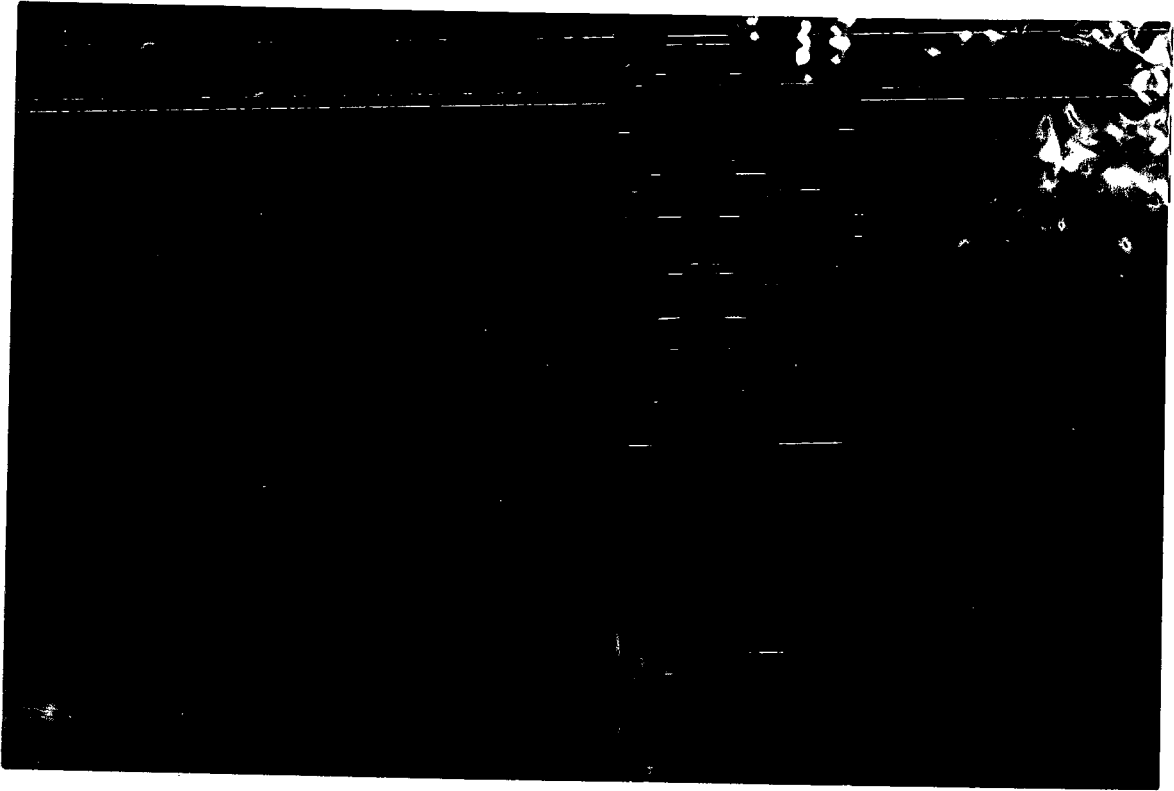


Exhibit 1



Shows lush
Beauty of
Natural Fence
Privacy

Schicht 1



4(13)13

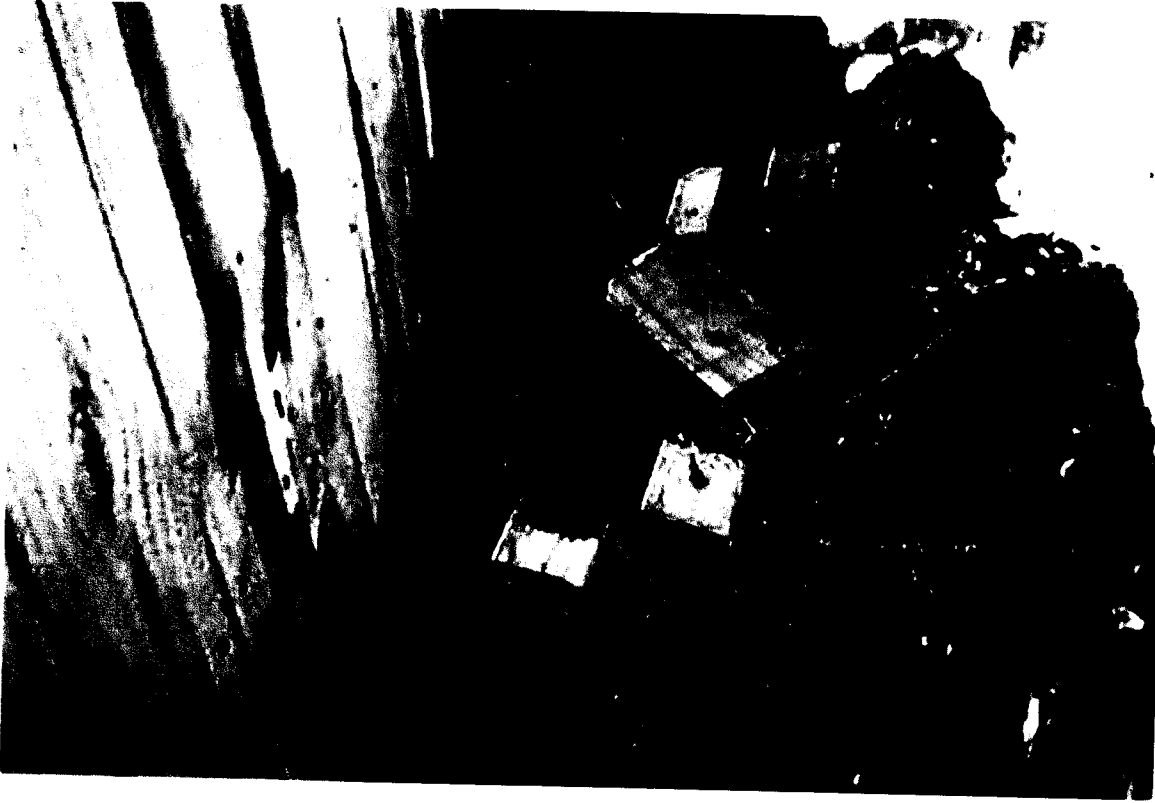
Exhibit 1



Continued Damage
after Suit Filed 2012/13



Exhibit 1

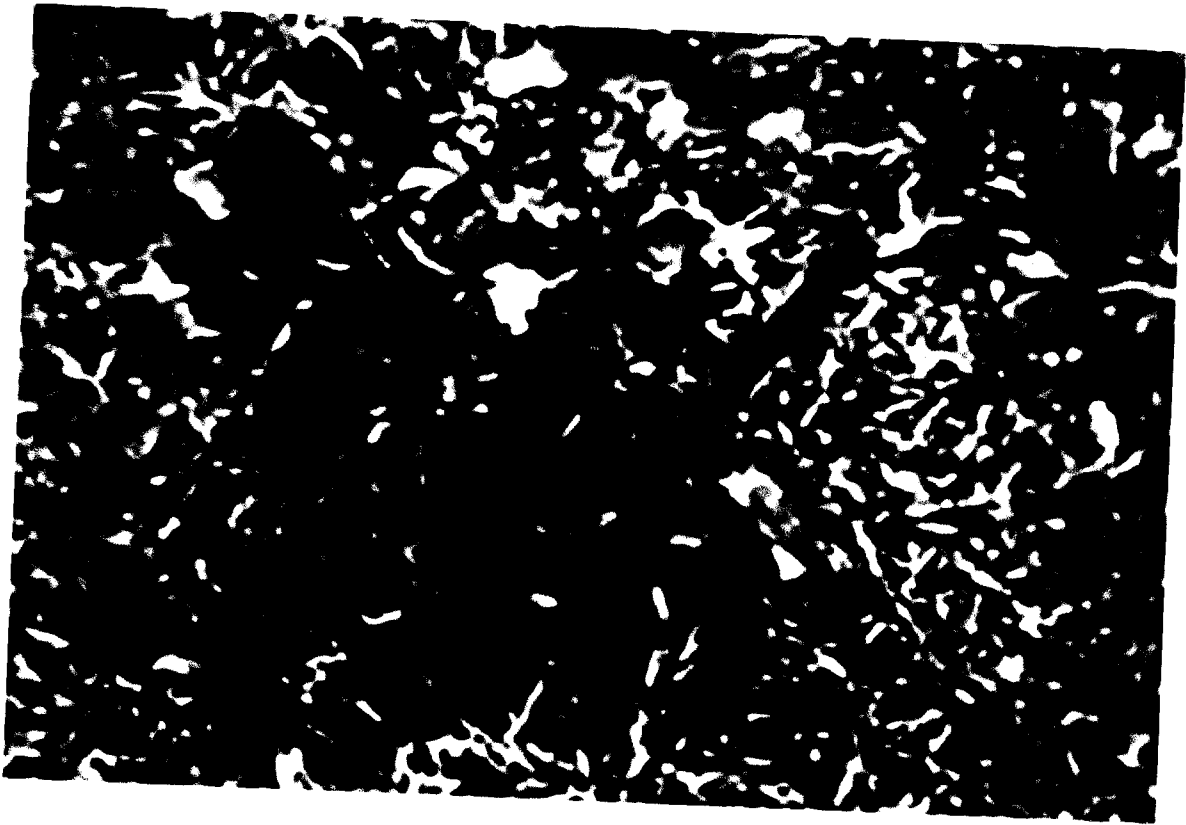


Trash left after on property
after Reibold fence put up



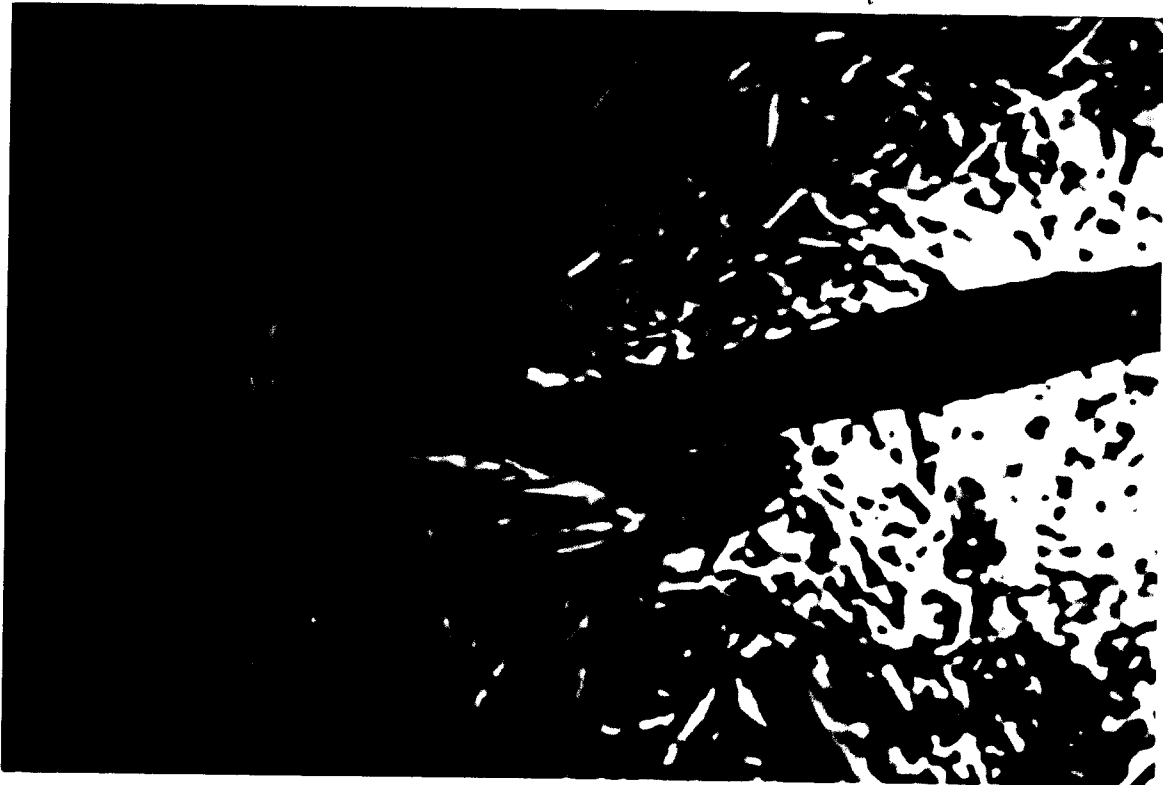
654

Exhibit 1



Black hose
Placed by Hooker
about 20 feet beyond LINE

Taken 12/10
See police Report
Planted by Hooker



Dennis
Lund
Date
4/11

Exhibit 1



Dec.

Damage Done by Reibold 2010



Oaks Cut Down
on Appellant's prop.

4/13/13

656

Exhibit J
Damage
continued



Beyond
LINE

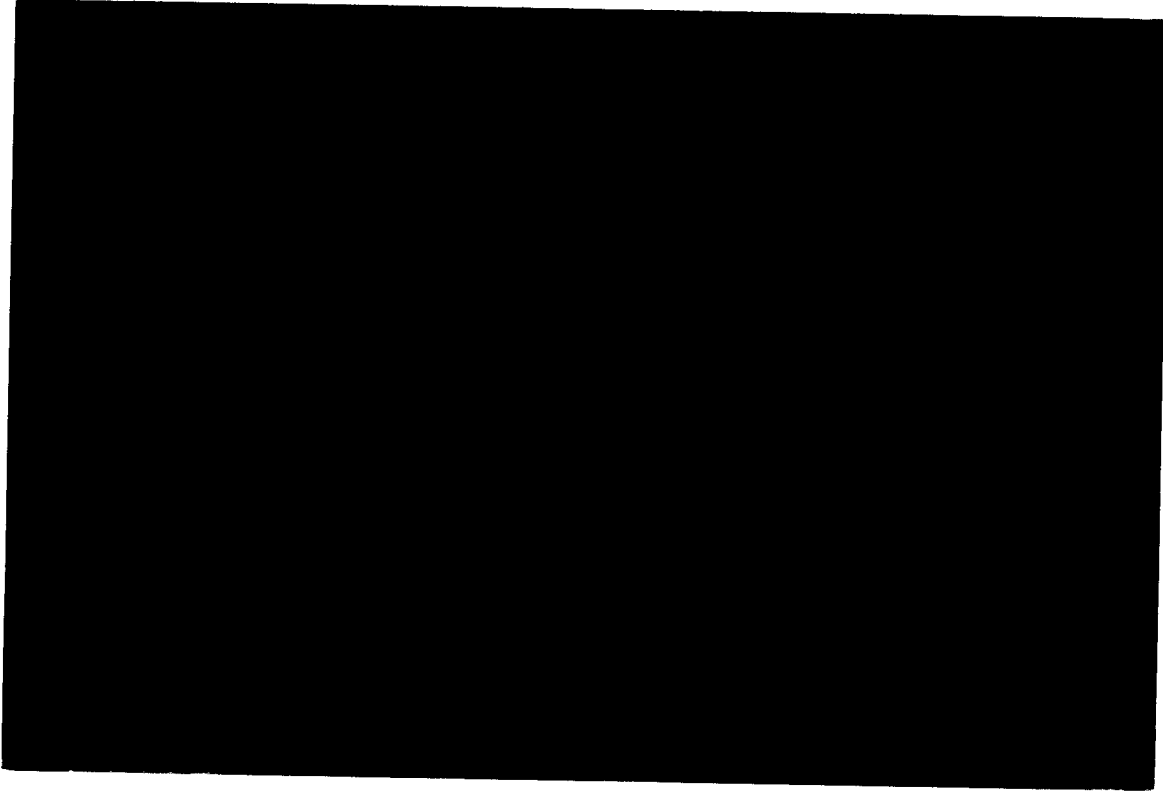
Exhibit #



Continued Damage after
suit filed + appellant
asked "Neighbors to stop."

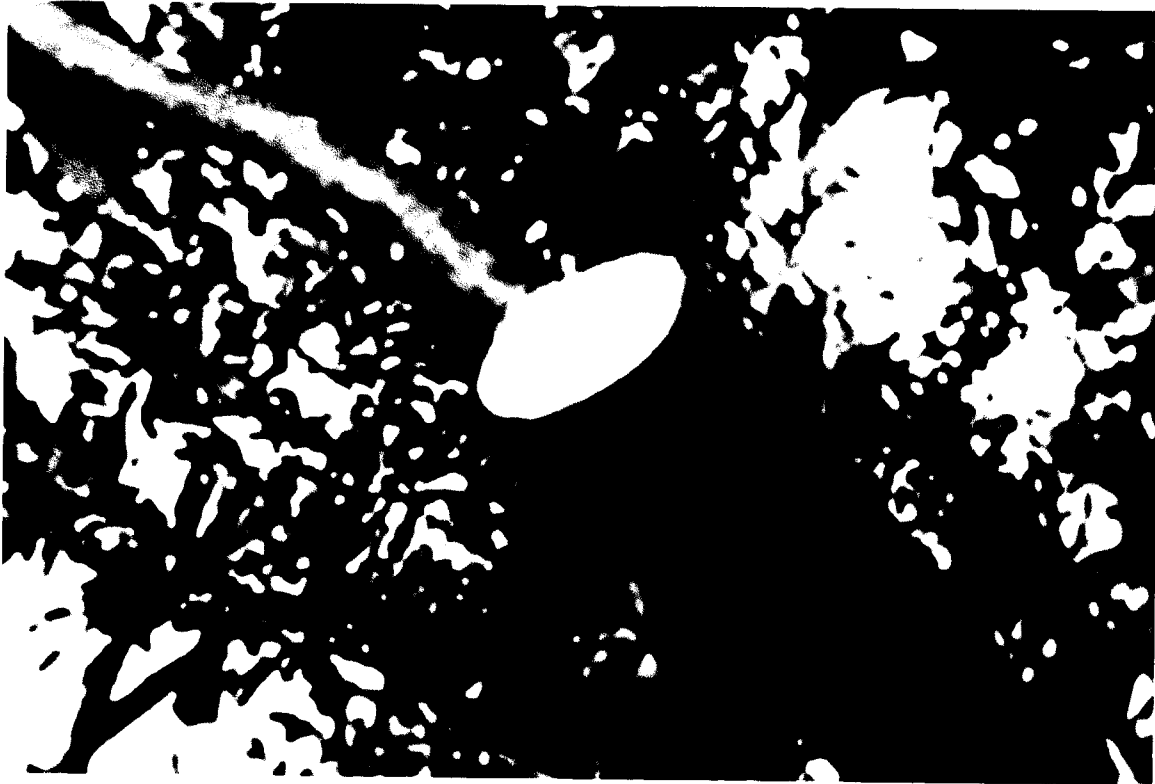


Exhibit 1 .



Shows Property
was posted
at time of Hooker
Reibold Trespass

Exhibit 1



Taken 12/10
Healthy Trees
Shrubs Damaged





Downloaded

4/2/11

Taken 12/10

Reibold showing Appellant
Stakes Removed by
He & Hooker
Showing where
he would put fence

Exhibit 1



Shows continued
Damage
after suit filed

Exhibit 1



Damage Continued





Damage to
Fence



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

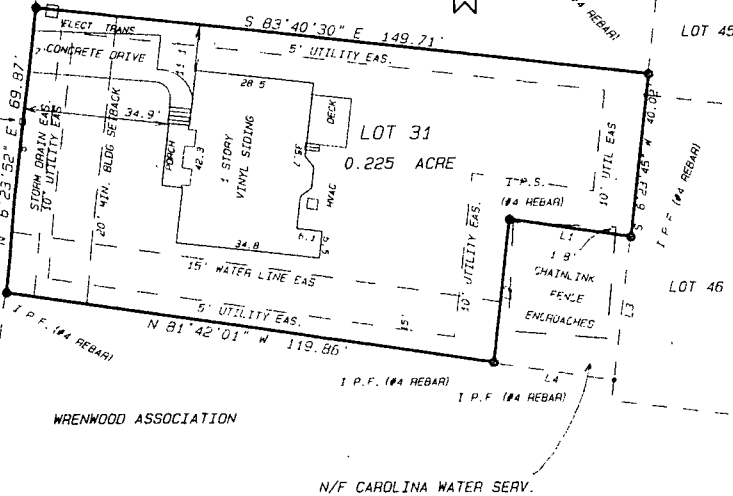
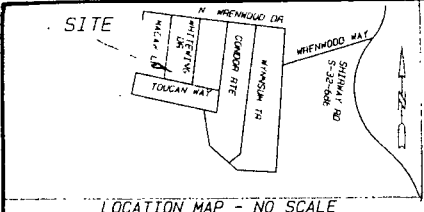
TGD/tmt

06/6



FILED
MAR 29 3 43 PM '94

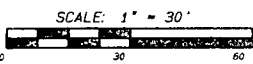
JOHN L. TRIGGLE
P.E.
LEXINGTON COUNTY



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

LEXINGTON COUNTY
PLANNING COMMISSION
MAR 29 1994
D. Shelton

CLOSING SURVEY FOR
GLEND A R. COURAM
LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA



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.

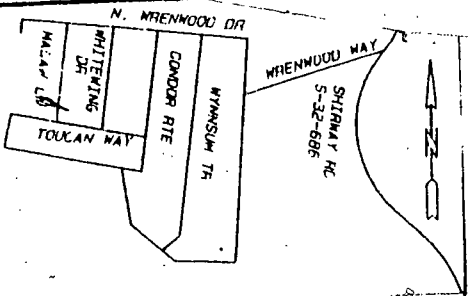
THE ABOVE SHOWN LOT IS ALSO SHOWN AS LOT 31 ON A FINAL PLAT OF WRENWOOD, PHASE IV, DATED JUNE 11, 1991, AND LAST REVISED NOVEMBER 25, 1991 BY PALMETTO ENGINEERING AND SURVEYING CO., INC.; RECORDED IN LEXINGTON COUNTY PLAT BOOK 247 AT PAGE 163.

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

667

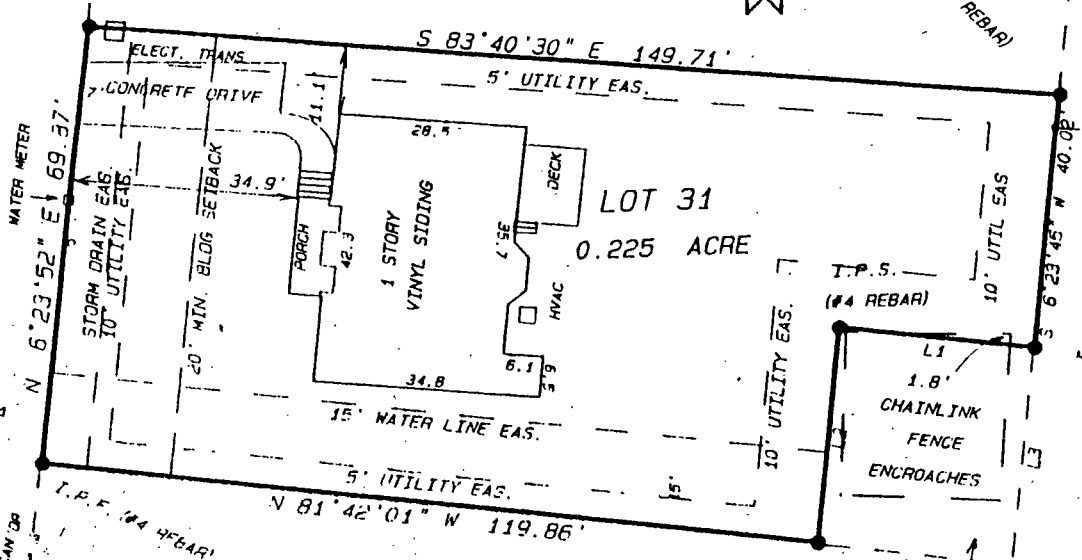
SITE



LOCATION MAP - NO SCALE



MACAW LANE 50' R/W



WATER VALVE
 S 16° 15' 57" W TO
 MACAW LN & TOUCAN DR

WRENWOOD ASSOCIATION

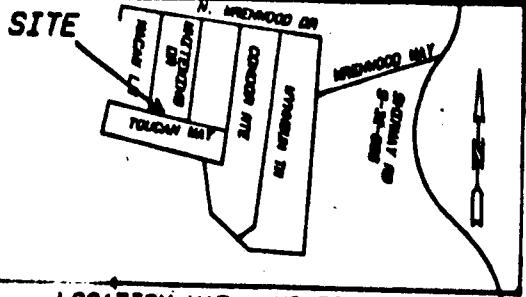
N/F CAROLINA WATER SERV.

LINE	BEARING	DISTANCE
L1	N 81° 43' 36" N	30.00
L2	S 6° 17' 47" 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'

668



FILED

MAR 26 9 36 AM '93

JOANNA B. TRIBBLE
RMC
LEXINGTON COUNTY

PLAINTIFF'S EXHIBIT
2

A TRUE COPY

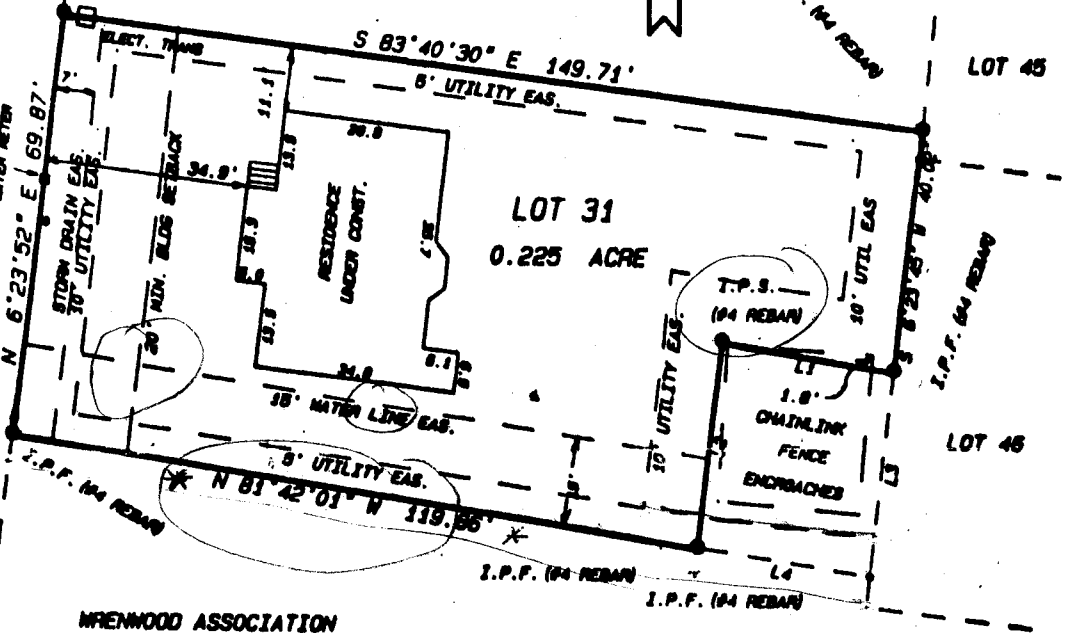
Book 258 Pg 763 1/16/08 *LK*

REGISTER OF DEEDS, LEXINGTON CO.

My Plat & Deed.

Debra M. Gunter

MACAW LN 50' E. W



WRENWOOD ASSOCIATION

N/F CAROLINA WATER SERV.

LINE	BEARING	DISTANCE
L1	N 81° 43' 58" W	30.00
L2	S 8° 17' 47" W	35.00
L3	S 8° 18' 53" W	35.02
L4	N 81° 41' 48" W	30.02

LEXINGTON COUNTY PLANNING COMMISSION
MAR 26 1993
M. W. W.

FOUNDATION SURVEY FOR
STEVE HENDRIX BUILDERS, INC.
LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA

SCALE: 1" = 30'



2014

AGENCY I.D. LEXINGTON COUNTY SHERIFF'S DEPARTMENT
SCO 320000 INCIDENT REPORT

CASE NUMBER

NCIC

10114195

NO EN'S

INCIDENT TYPE	COMPLETE/D	FORCED ENTRY	PREMISE TYPE	IN-RESIDENCE	TYPE VICTIM
1. CIVIL DISPUTE -	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	Residence Home	0	<input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Federal/State/Local Government <input type="checkbox"/> Reg. Organ. <input type="checkbox"/> Soc. Sec. Rec. <input type="checkbox"/> Other <input type="checkbox"/> Unknown <input type="checkbox"/> Police Off.
2.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO			
3.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO			

INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER)
104 MACAW LANE, LEXINGTON, SC

ZIP CODE: 29073 WEAPON TYPE:

INCIDENT DATE	24 HR CLOCK	TO	DATE	24 HR CLOCK	DISPATCH DATE TIME	24 HR CLOCK	LOCATION NO
12/15/2010	06:00		12/15/2010	16:45	12/15/2010	17:04	West
				DISPATCH DATE TIME		DEPART TIME	
				17:14		17:38	

COMPLAINANT'S NAME (LAST, FIRST, MIDDLE):
SAME AS VICTIM

RELATIONSHIP TO SUBJECT: #1 #2 #3
RESIDENT: YES NO
RACE: SEX: AGE: ETH: DAYTIME PHONE: EVENING PHONE:

ADDRESS: CITY: STATE: ZIP CODE: LOCATION NO:

VICTIM'S NAME (LAST, FIRST, MIDDLE):
COURAM GLENDA

RELATIONSHIP TO SUBJECT: #1 #2 #3
RESIDENT: YES NO
RACE: SEX: AGE: ETH: DAYTIME PHONE: EVENING PHONE:

HEIGHT: WEIGHT: HAIR: EYES: FACIAL HAIR SCARS TATTOOS GLASSES CLOTHING PHYSICAL PECULIARITIES ETC

502 180 BLK BRN

ADDRESS: CITY: STATE: ZIP CODE: LOCATION NO:
104 MACAW LANE, LEXINGTON, SC 29073

VISIBLE INJURY (VICT 1) YES NO EXPLAIN - COMPLAINT OF ANY NON-VISIBLE INJURIES YES NO

VICTIM (NO 1) USING ALCOHOL YES NO UNK DRUGS YES NO UNK TYPE

TWO-MAN VEH ONE-MAN VEH DETECTIVE/SPLASMT OTHER ALONE ASSISTED Jurisdiction: State Out of State or Unknown: RED BANK

SUBJECT NO. 1

SUSPECT
 RUNAWAY
 WANTED
 WARRANT
 ARREST
 JAIL
 SUMMONS

NAME (LAST, FIRST, MIDDLE):
HOOKER CHRISTOPHER EUGENE

RACE: SEX: AGE: ETH: DATE OF BIRTH: HEIGHT: WEIGHT: HAIR: EYES:
W M 26 N 12/16/1983 309 160 BRN BRN

FACIAL HAIR SCARS TATTOOS GLASSES CLOTHING PHYSICAL PECULIARITIES ETC

ADDRESS: CITY: STATE: ZIP CODE: LOCATION NO:
120 FOUCAN WAY, LEXINGTON, SC 29073

SUBJECT (NO 1) USING ALCOHOL YES NO UNK ARRESTED NEAR OFFENSE SCENE YES NO DATE/TIME OF OFFENSE: DATE/TIME OF ARREST:

DRUGS YES NO UNK TYPE TOTAL # ARRESTED:

VICTIM BILL OF RIGHTS (COPY PROVIDED) YES NO BOND HEARING (DATE / TIME):

VICTIM WISHES TO BE NOTIFIED OF FUTURE LEGAL PROCEEDINGS? YES NO

NARRATIVE

On 12/15/10, I responded to 104 Macaw Lane, in Lexington County, and made contact with the complainant, GLENDA COURAM, who believes that her neighbor, CHRISTOPHER HOOKER, is criminally trespassing on her property because she came home to discover a small hole in her yard with a black plastic tube sticking a foot into the air. After examination, the tube marked an existing steel property marker embedded deep in the ground. After making contact with CHRISTOPHER HOOKER, it became apparent that there is a disputed property line between their yards that both have a claim to. CHRISTOPHER HOOKER

VICTIM SIGNATURE: JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY: JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY:

TYPE (GROUP)	TOTAL VALUE
STOLEN	
DAMAGED	
BURNED	
RECOVERED	
BEHELD	
FORGED	
UNKNOWN	
NONE	

ADMINISTRATIVE

SUBJECT IDENTIFIED: YES NO
SUBJECT LOCATED: YES NO
ACTIVE: YES NO
CASE CLOSED: YES NO
CASE REOPENED: YES NO
CASE TRANSFERRED: YES NO
CASE EVALUATED: YES NO

SEARCH FOR EXCEPTIONAL CLEARANCE: YES NO
OFFICER'S SIGNATURE: DATE: UNIT NUMBER: REPORTING OFFICER'S SIGNATURE: DATE: UNIT NUMBER:

Green Anthony 12/15/2010 235 [Signature] 12/16/10 235

REPORTING OFFICER'S SIGNATURE: DATE: UNIT NUMBER: [Signature] 12/16/10 98

670

LEXINGTON COUNTY SHERIFF'S DEPARTMENT
INVESTIGATIVE REPORT

AGENCY I.D.
SCO32000

CASE NUMBER
10114195

<input checked="" type="checkbox"/> ORIGINAL REPORT	<input type="checkbox"/> SUPPLEMENTAL REPORT	<input type="checkbox"/> ADDITIONAL VICTIMS	<input type="checkbox"/> ADDITIONAL POLY-PHOTOGRAPH	Page . of . Pages
<input type="checkbox"/> STATE CHANGE	<input type="checkbox"/> ADDITIONAL OFFENSES	<input type="checkbox"/> ADDITIONAL RECOVERED PROPERTY		

ORIGINAL COMPLAINANT OR VICTIM	
NAME	DATE OF BIRTH
STREET ADDRESS	RACE
CITY - STATE - ZIP	AGE
INCIDENT TYPE	
ORIGINAL SUSPECT:	
NAME	DATE OF BIRTH
STREET ADDRESS	RACE
CITY - STATE - ZIP	AGE

RECOVERED PROPERTY DOLLAR AMOUNT \$ _____

CANCEL NCIC ENTRY: YES NO

states that he discovered and marked the steel marker based on measurements he obtained from his own existing plat for the property. GLENDA COURAM became uncooperative and refused to acknowledge the marker. CHRISTOPHER HOOKER was simply trying to mark what he believes to be his own property line and was not harassing GLENDA COURAM, as she alleges. GLENDA COURAM insists that the property is hers because she has lived there longer. however, she acknowledges that the disputed area was once given to Carolina Water as an easement and it is unclear when, if ever, it ever legally reverted back to her ownership. GLENDA COURAM continued to insist that I charge CHRISTOPHER HOOKER with criminal trespass, which I advised her did not apply to the situation. I advised both parties that there was not a criminal issue at hand and they would have to resolve the issue of property ownership in court. I provided both parties with the case number to reference this report.

SEARCHED	INDEXED	SERIALIZED	FILED	SEARCHED	INDEXED	SERIALIZED	FILED
YES	NO	YES	NO	YES	NO	YES	NO
SEARCHED FOR EXEMPTION				SEARCHED FOR EXEMPTION			
SEARCHED FOR EXEMPTION				SEARCHED FOR EXEMPTION			
SEARCHED FOR EXEMPTION				SEARCHED FOR EXEMPTION			
SEARCHED FOR EXEMPTION				SEARCHED FOR EXEMPTION			

67R

183.30
77.55

BK2950PG059

FORM NO. 116 - TITLE TO REAL ESTATE BY A CORPORATION
REVISED 1992
COLUMBIA OFFICE SUPPLY CO., COLUMBIA, S. C.

FILED

The State of South Carolina,

MAR 23 3 44 PM '94

COUNTY OF LEXINGTON

JOHN W. TRIBBLE
REGISTER
LEXINGTON COUNTY



KNOW ALL MEN BY THESE PRESENTS, That



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

GLEND A 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 308, 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

6074

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. Couran, her Heirs and Assigns forever.

And the said Steve Hendrix Builders, Inc. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said Glenda R. Couran, 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

these presents to be executed in its name by President, and by Jean K. Hendrix its 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

Witness signatures

STEVE HENDRIX BUILDERS, INC. (Seal) By: Jean K. Hendrix Secretary

675

BK2950PG061

The State of South Carolina,
COUNTY OF LEXINGTON

PERSONALLY appeared before me

who, in oath, says that he is: the within-named

SUSIE HENDRIX BUILDERS, INC.

Liz Cody
(Insert name of Witness)

(Insert name of Corporation)

by
(Insert name of President or Vice-President)

its

President and

Jean K. Hendrix

its

Secretary

(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

Timothy G. Driggers
(Insert name of other Witness)

witnessed the

execution thereof.

Liz Cody

(Witness)

SWORN to before me, this

28th

day of

March

, A. D. 19 94

[Signature]

Notary Public, S. C. (Seal)

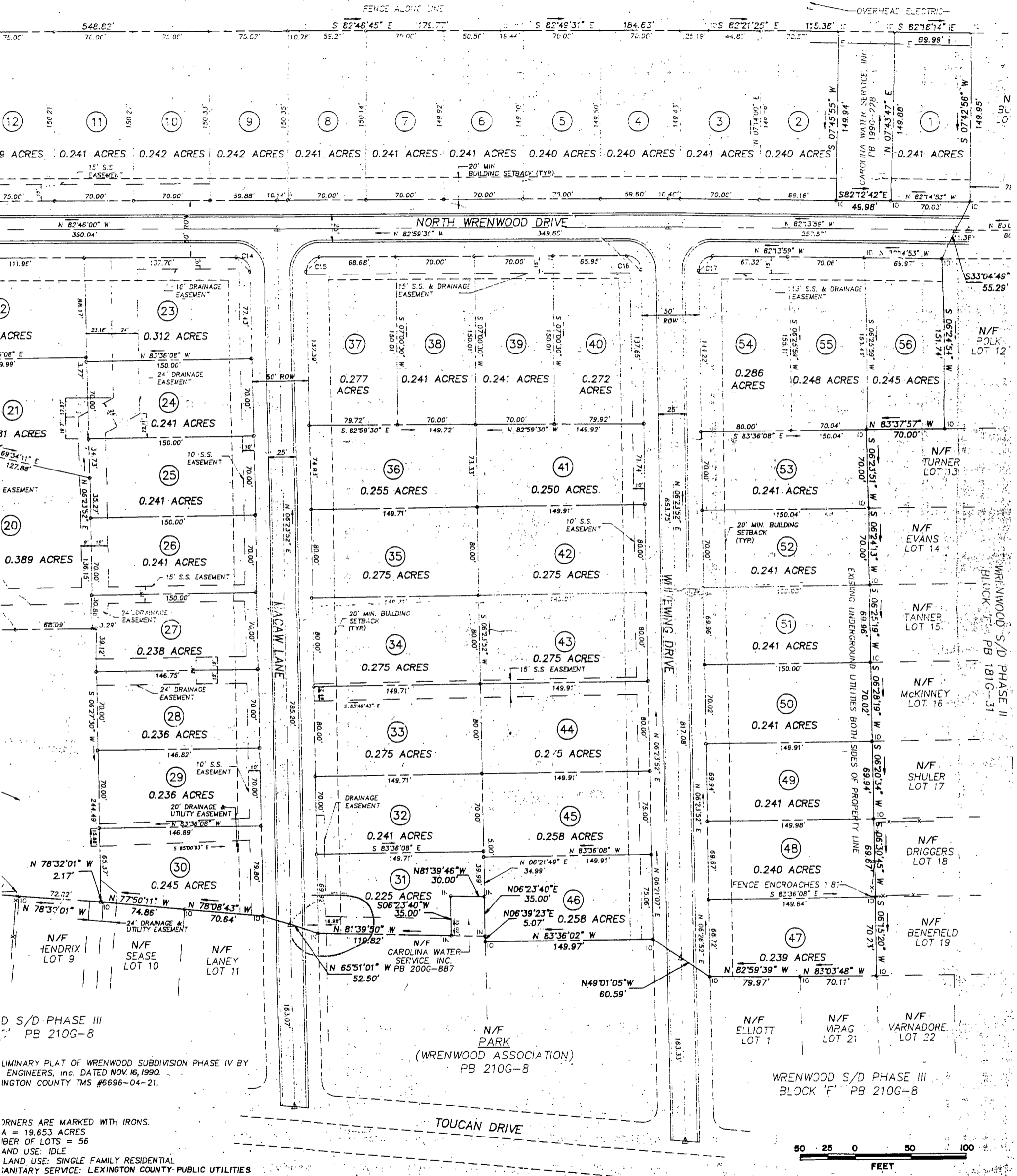
My Commission expires: Jan 31, 2004

6716

Plot Book 247

N/F
JAMES L. & DORA B. HAHN
PB 196-28

N/F
JAMES L. & DORA B. HAHN
PB 196-130



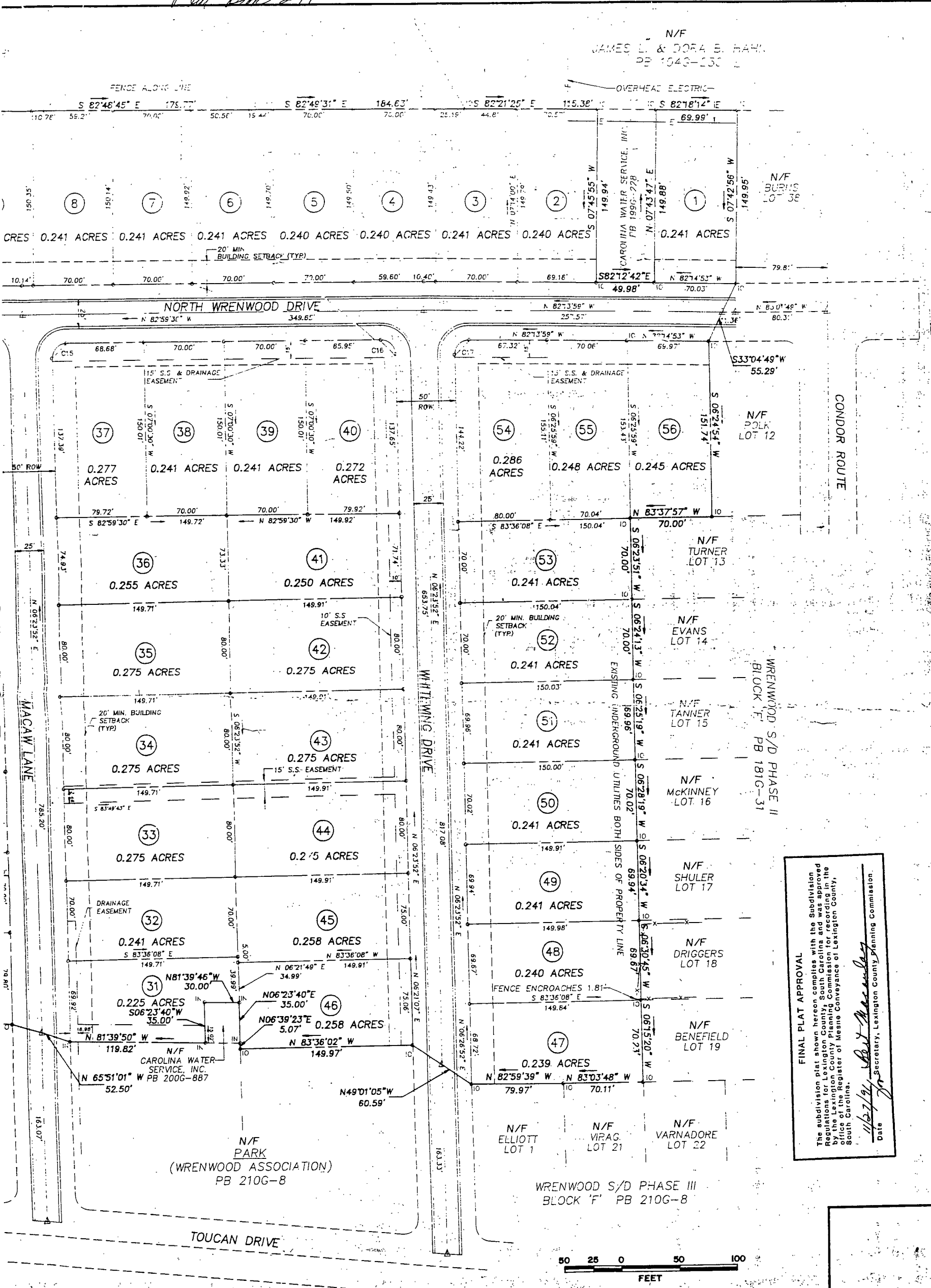
D S/D PHASE III
PB 210G-8

LIMINARY PLAT OF WRENWOOD SUBDIVISION PHASE IV BY
ENGINEERS, INC. DATED NOV. 16, 1990.
LEXINGTON COUNTY TMS #6696-04-21.

OWNERS ARE MARKED WITH IRONS.
AREA = 19.653 ACRES
NUMBER OF LOTS = 56
LAND USE: SINGLE FAMILY RESIDENTIAL
SANITARY SERVICE: LEXINGTON COUNTY-PUBLIC UTILITIES



677



N/F
 JAMES L. & DORA B. HAYN
 PB 1043-130

OVERHEAD ELECTRIC

FENCE ALONG LINE

REVISION	NO.	DATE	DESCRIPTION
	1	11-25-91	TO COMPLY WITH COUNTY RED LINE

PALMETTO ENGINEERING & SURVEYING CO., INC.
 1226 BULL STREET
 COLUMBIA, SOUTH CAROLINA 29701
 803-799-4547



**FINAL PLAT OF
 WRENWOOD SUBDIVISION - PHASE IV**

PREPARED FOR
W.J.S. INC.

LOCATED IN LEXINGTON COUNTY, NEAR LEXINGTON, S.C.

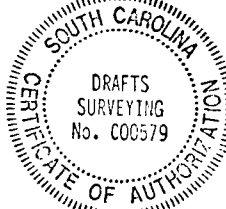
FINAL PLAT APPROVAL
 The subdivision plat shown hereon complies with the Subdivision Regulations for Lexington County, South Carolina and was approved by the Lexington County Planning Commission for recording in the Office of the Register of Deeds, Lexington County, South Carolina.
 Date: 11/27/91
 Secretary, Lexington County Planning Commission.

SCALE:	1" = 50'
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	T.H.
DATE:	JUNE 11, 1991
DRAWING NO.:	
SHEET NO.:	

34441



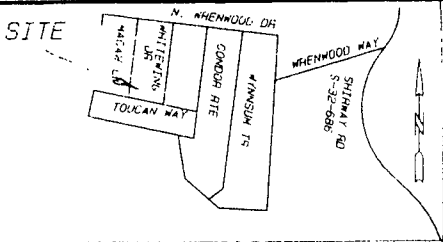
6776
 077A



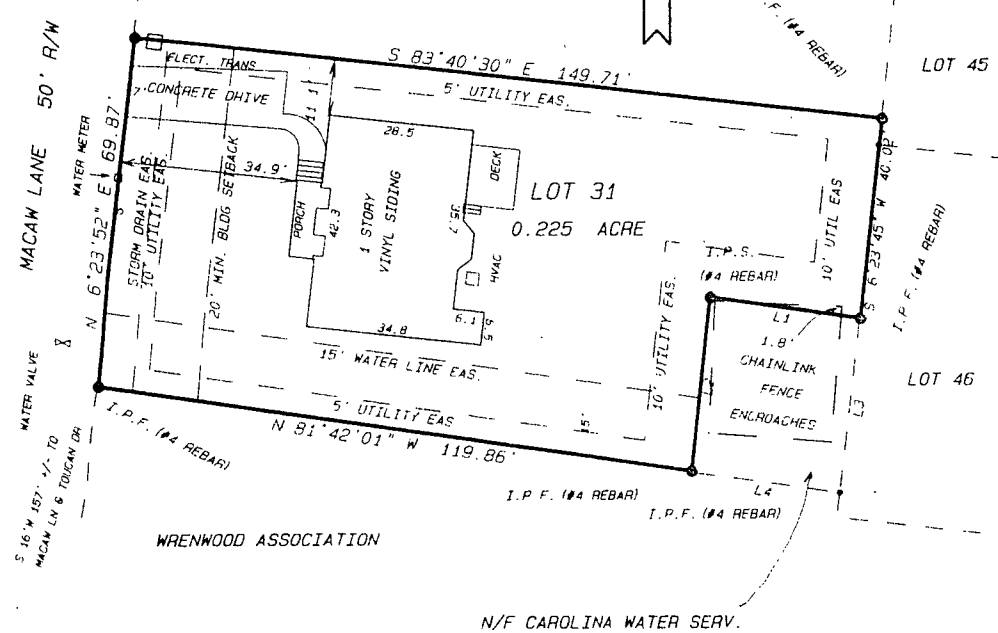
FILED

MAR 29 3 43 PM '94

JOHN E. TRIBBLE
LEXINGTON COUNTY



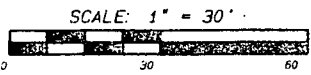
LOCATION MAP - NO SCALE



LINE	BEARING	DISTANCE
L1	N 81°43'36" W	30.00
L2	S 6°17'47" W	35.00
L3	S 6°15'53" W	35.02
L4	N 81°41'46" W	30.02

LEXINGTON COUNTY
PLANNING COMMISSION
MAR 29 1994
D. Shelton

CLOSING SURVEY FOR
GLEND A R. COURAM
LOCATED IN LEXINGTON COUNTY, SOUTH CAROLINA



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.

[Handwritten signature]

678

FILED

MAY 3 4 22 PM '85

JOANNE P. TRIBBLE
RMC
LEXINGTON COUNTY

The State of South Carolina,
COUNTY OF LEXINGTON

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 ~~HEREBY~~
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 2076 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 2076 at page 887.

TMS# 6628-5-2

GRANTER'S ADDRESS: 1905 Sunset Boulevard, Post Office Box Drawer 4509,
West Columbia, South Carolina 29171-4509

679

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 ~~and~~ 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 ~~and~~ and Assigns, against itself and its successors ~~and~~ 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 two hundred and ninth (209) year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of

Himi Hall Witness
Carolyn S. Gallaway Witness

AUGUST KOHN AND COMPANY, INCORPORATED (Seal)
By Wade H. Britt, III President.
J. Bruce King, Jr. Vice-President

680

The State of South Carolina,
COUNTY OF LEXINGTON

PERSONALLY appeared before me **Kim Hall** (Insert name of Witness)

who, in oath, says that she 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 she with **Carolyn G. Galloway** (Insert name of other Witness) witnessed the execution thereof.

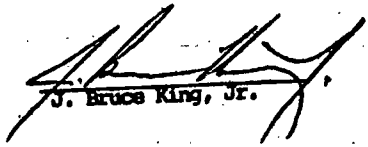
Kim Hall
(Witness)

SWORN 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.

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.

Carol S. Beckman (L.S.)
Notary Public for South Carolina
My Commission expires: 1/21/90

200103030000
06/28/2001 09:53:38:810
Rec Fee:\$10.00 St Fee:\$1.30
Co Fee:\$0.55 Pages:4
Lexington County RDO Debra H. Gunter
DEED Bk:Pg 6477:230

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

TAX TITLE TO REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, by laws of the State of South Carolina, including Act No. 166 of the 1985 Acts and Joint Resolutions of the General Assembly of South Carolina, approved June 20, 1987 "...RELATING TO THE COLLECTION OF PROPERTY TAXES...", and Acts amendatory thereof, it is provided that hereafter, immediately upon the expiration of the time allowed by the law for the payment of taxes in any year, the County Treasurer of each County shall and is hereby authorized and directed to issue in the name of the State a Warrant of Execution, in duplicate, against each defaulting taxpayer in this County, signed by him in his official capacity, directed to the Tax Collector of his County or his lawful Deputy, requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, assessments, penalties and costs of such defaulter; and

WHEREAS, it is further provided by said Act, and Amendatory Acts, that under and by virtue of said Warrant of Execution, the Tax Collector shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary to raise the sum of money mentioned therein, and the charges thereon, and after due advertisement sell the same at the Court House door of the County, on a regular sales day and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold be not redeemed as therein provided, and annex said receipt with the duplicate Warrant with the endorsement thereon of his action thereunder; and

WHEREAS, the County Treasurer of Lexington County, has issued his Warrant, directed to me, by authority of said Act, against Wrenwood Homeowners, Inc., defaulting taxpayer of said County, strictly charging and commanding me, as Tax Collector of said County, to levy by distress and sale of the real estate of the said Wrenwood Homeowners, Inc., defaulter, the sum of Fifty-Eight and 46/100 (\$58.46) Dollars; and the following information is set forth herein pursuant to said act, to wit:

Exhibit

683

Defaulting Taxpayer: Wrenwood Homeowners, Inc.
 Date of Execution: 03-17-99
 Date Posted: 8-30-99 By: EUGENE B. RISHKOFSKI
 Date Certified Notice Mailed: 7-2-99
 Mailed to: Wrenwood Homeowners, Inc.
P.O. Box 280716, Columbia, SC 29228
 Received by Addressee: RETURNED BOX CLOSED
 Date Certified Notice of End of Redemption Period Mailed:
9-21-00
 Mailed to: Wrenwood Homeowners, Inc.
P.O. Box 280716, Columbia, SC 29228
 Date Received by Addressee: MOVED NOT FORWARDABLE

WHEREAS, by virtue of said Warrant of Execution, the Treasurer of Lexington County as Tax Collector of the County and State aforesaid, did on the 7th day of December, 1999 seize and take possession of the said property as above set out, hereinafter described, and on the sales day of the month of December in the year 1999, during the usual hours of sale, after due advertisement, sell the same to Douglas Hawkins, the purchaser, and the highest bidder at such sale for the sum of Three Hundred and No/100 (\$300.00) Dollars; and gave a receipt for said purchase money to said purchaser; and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Wrenwood Homeowners, Inc., the defaulting taxpayer or other parties interested, after due notice has failed to redeem said land so sold for taxes;

NOW, THEREFORE, I, William O. Rowell, Treasurer of Lexington County, as Tax Collector of said County, in consideration of the premises and the sum of Three Hundred and No/100 (\$300.00) Dollars to the Treasurer of Lexington County paid by the said Douglas Hawkins, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Douglas Hawkins , HIS HEIRS AND ASSIGNS:

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 Book 19-G, Page 780.

DERIVATION: Book 4074 , page 38
TAX MAP NUMBER: 006628-05-001
GRANTEE'S ADDRESS: 1613 Jamica Drive
West Columbia, SC 29169

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 hereby granted, with the appurtenances, unto the said Douglas Hawkins, his heirs and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal this 28TH day of JUNE in the year of Our Lord Two Thousandand in the Two Hundred Twenty Fifth year of the Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of:

Eugene B. [Signature]
Judith S. Johnson

[Signature]
WILLIAM O. ROWELL, TREASURER
OF LEXINGTON COUNTY
AS TAX COLLECTOR

PLEASE INDEX THIS DEED IN GRANTOR INDEX UNDER:

1. Lexington County Tax Collector;
2. Wrenwood Homeowners, Inc.
- 3.


GRANTEE: Douglas Hawkins

685

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

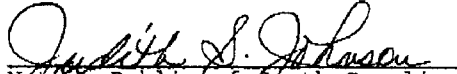
P R O B A T E

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within-named William O. Rowell, Treasurer of Lexington County as Tax Collector, sign, seal and, as his act and deed, deliver the within-written Tax Title to Real Estate for the uses and purposes therein mentioned, and that s/he, with the other witness whose signature appears hereinabove, witnessed the execution thereof.



SWORN to before me this 28TH

day of JUNE, 2001.

 (L.S.)

Notary Public of South Carolina

My commission expires: My Commission Expires November 25, 2007

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.

BK 1968 PG 176

FILED

STATE OF SOUTH CAROLINA

RESTRICTIVE COVENANTS

COUNTY OF LEXINGTON

1991 NOV - 6 AM 9:48

WRENWOOD SUBDIVISION, PHASE IV

JOANNE B. TROBLE

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 hereafter 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 Conveyances 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

688

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.

BK 1968 PG 178

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 utility

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 ^{N.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. ^{N.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. ^{N.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 The Wrenwood Corporation ^{N.C.A.}, 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. ^{N.C.A.} The approval of The Wrenwood Corporation, as required in these covenants, shall be in writing. ^{N.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, ^{N.C.G.} 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 ^{N.C.S.} 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 ^{N.C.A.}, 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 ^{N.C.A.} has caused these present to be executed in its name by William Charles Gray, its President on the 1st day of Nov, 1976.

692

IN THE PRESENCE OF:

THE WRENWOOD CORPORATION:

Grace E. Hamilton

BY: William Charles Gray
William Charles Gray, President

Kay Coogler

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON

PERSONALLY APPEARED BEFORE ME Grace E. Hamilton,
W.C.A.

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 Mason
Notary Public for South Carolina

Grace E. Hamilton

My Commission Expires: MY COMMISSION EXPIRES 11/30/82.

Recorded this 4th day of November, 19 76 at 12:07 P.M.
EVELYN FAYE KYZER, R.M.C.

693

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

RECEIVED
SEP 11 2014
SC Court of Appeals

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

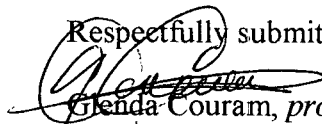
Respondents.

CERTIFICATE OF COUNSEL

The undersigned certified that the Record on Appeal is in substantial compliance and contains all materials proposed to be included by any of the parties and not any other materials pursuant to SCACR 238.

Dated this 10th day of September 2014.

Respectfully submitted by:



Glenda Couram, *pro se*

104 Macaw Lane

Lexington, SC 29073

(803) 896-7509

grcouram@hotmail.com

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

RECEIVED

SEP 11 2014

SC Court of Appeals

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.

PROOF OF SERVICE

I, the undersigned hereby certify that I the *pro se* Appellant personally served or hand delivered a copy of the FINAL BRIEF OF APPELLANT AND RECORD ON APPEAL (ROA) on each Respondent as listed below by causing a copy of the same to be deposited in a US postal service mailbox with adequate

postage prepaid, addressed as follows this 11th day of September 2014:

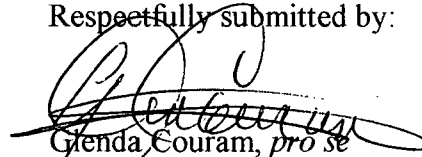
Steven A. Fair, *pro se*
Registered Agent
Fair Builders/Developers, Inc.
153 Shirway Road
Lexington, SC 29073

Law Office of Smokey Brown, PC
PO Box 1545
Irmo, SC 29063

R. Davis Howser, Esq.
Howser, Newman & Besley, L.L.C.
P.O. Box 12009
Columbia, SC 29211-2009

Steve Fair, *pro se*
Registered Agent
100 S. Wrenwood Drive
Lexington, SC 29073

Respectfully submitted by:



Glenda Couram, *pro se*
Appellant

104 Macaw Lane
Lexington, SC 29073
(803) 896-7509
grcouram@hotmail.com

September 11th, 2014
Lexington, South Carolina