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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
COURT OF COMMON PLEAS

GORDON G. COOPER, MASTER-IN-EQUITY

APPELLATE CASE NO.: 2021-000762

Patricia Miller.....Respondent,

v.

David Meeks.....Appellant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CA# 2018-CP-42-03639
COUNTY OF SPARTANBURG	)	
	)	
Patricia Miller,	)	
	)	**ORDER OF MASTER IN EQUITY**
Plaintiff,	)	
	)	
v.	)	
	)	
David Meeks,	)	
	)	
Defendant.	)	

Date of Hearing:	April 26, 2021
Presiding Judge:	The Honorable Gordon G. Cooper
Attorney for Plaintiff:	Jason M Imhoff
Attorney for Defendant:	Gary Compton

FACTUAL BACKGROUND:

In May of 2010 Plaintiff agreed to sell property to Defendant. (**Exhibit A, 2010 Agreement to Sell and Buy**). Defendant wrote that contract, commissioned a survey, and participated in and paid for the closing. Thereafter he fenced some property and added livestock. In approximately May of 2018, Plaintiff Patricia Miller entered into an agreement to sell a parcel of property owned by Plaintiff Patricia Miller to her immediate neighbor Tillman Gibson (**Exhibit B, 2018 Intent to Buy**). Upon information and belief, Defendant David Meeks learned of this sale from Mr. Gibson and immediately, within three (3) days, erected an 8-foot post and wire fencing on the property owned by Plaintiff Patricia Miller to be purchased by Mr. Gibson. Thereafter, Defendant David Meeks let goats and dogs onto the newly fenced area.

On October 16, 2018, Plaintiff Patricia Miller filed a Summons and Complaint against Defendant David Meeks for trespass, intentional interference with contractual relationship, nuisance, and recovery of property for trespass upon property beginning in 2010 and contiguous

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property he began trespassing upon in 2018. In response, Defendant David Meeks filed a counterclaim alleging that 2010 plat and closing documents were incorrect and should give him ownership of the additional acres of property he claimed in 2010 and in dispute in 2018.

I. PROCEDURAL HISTORY

This case arises out of Summons and Complaint filed on October 16, 2018 by Plaintiff against Defendant alleging trespass, intentional interference with contractual relationship, nuisance, and recovery of property. Plaintiff filed a Motion for Summary Judgment on May 13, 2019. Defendant filed a Motion for Reference on August 20, 2019. The Honorable Grace Knie heard arguments and referred the case to the Master In Equity by Order and Order of Reference on November 6, 2019 and December 13, 2019, respectively. Judge Knie Ordered the issue of Reformation of the Deed be referred to the Master-In-Equity. She Ordered:

> That this is a real property boundary line dispute. By way of counterclaim, the Defendant seeks reformation of the deed to the property which is the subject of this action. Reformation of a deed is an equitable remedy. It has been agreed that the plat of the survey upon which the disputed property was deeded is incorrect, and therefore the correct boundary lines must be determined by the Court.

(Order of Judge Knie November 6, 2019).

Therefore, this Court believes it was tasked with the issue of (1) determining if the Deed should be reformed based upon the doctrine of mutual mistake; and (2) setting the correct boundary lines if the Court found the Deed should be reformed.

On February 12, 2020, Defendant filed a Motion for Summary Judgment for Reformation of the Deed on the grounds of mutual mistake. In preparation for the hearing, all of the relevant documents, including but not limited to various surveys, plats, deeds, contracts, titles, and other documents exchanged in discovery were filed with the Court. All of the depositions taken in the

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case were also filed for the Court's review, including the deposition of Plaintiff Patricia Miller, Defendant David Meeks, Frank Clyde Miller, Jr., and Ben Souther of Souther Surveying. Arguments from counsel were heard for approximately two hours. Both Plaintiff, Patricia Miller and Defendant, David Meeks were present at the hearing. After arguments on the motion for summary judgment the parties voluntarily discussed the future of the case and the need for an in-person trial. After much discussion both parties consented to this Court issuing a ruling as to the entire matter of Reformation of the Deed based upon the parties' arguments and submissions in preparation for and at the hearing on Defendants' motion for summary judgment. Both Plaintiff and Defendant agreed to submit the matter to the Court for a final ruling on the issue of the boundaries and ownership of the property at issue of the case. Both parties also stipulated that the evidence and submissions to the court for the hearing on Defendant's Motion for Summary judgment would be admitted into the record for the court's review and ruling.

II. FACTS, EVIDENCE, AND TESTIMONY

A. By Stipulation

1. Agreement to Sell and Buy;
2. Intent to Buy dated 5/25/18;
3. Affidavit of Kathy Boasi;
4. Souther Land Survey dated June 21, 2019;
5. Souther Land Survey dated June 30, 2010;
6. Survey for Frank Clyde Miller, Jr. dated May 17, 2007;
7. Survey for Frank Clyde Miller, Jr. dated June 15, 2007;
8. Deposition of Patricia Miller;
9. Deposition of Ben Southern;

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10. Deposition of David Meeks;

11. Deposition of Frank Clyde Miller, Jr.;

12. Title to Real Estate dated July 19, 2010;

13. Survey and Plat;

14. Contract; and

15. Deed.

III. FINDINGS OF FACT

Based upon the above, the Court finds as follows:

1. There is no evidence of Fraud;

2. There insufficient evidence to find a mutual mistake;

3. There is neither an allegation, nor facts supporting adverse possession;

4. The deed is not ambiguous;

5. The deed was properly executed;

6. The survey was conducted at Defendant Meeks direction;

7. The survey was reflected on the property using stakes and flags;

8. The survey was memorialized by a plat dated and prepared for Defendant by Souther;

9. The survey and plat were paid for by Defendant Meeks;

10. The plat was provided to the closing attorney by David Meeks as the property to be transferred;

11. The closing attorney properly prepared the legal documents necessary to transfer the property identified in the plat from Patricia Miller to David Meeks;

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12. Both Patricia Miller and David Meeks attended the closing, agreed with the plat and closing documents prepared by the closing attorney, executed those documents, and consideration was exchanged;

13. The closing documents were properly filed transferring the property identified in the title and plat from Patricia Miller to David Meeks;

14. The Title to Real Estate dated July 15, 2010 and signed by Patricia Miller cites to the plat commissioned by Mr. Meeks and provided to the parties as the property being transferred;

15. Mrs. Miller testified that there was no mutual mistake whereby she intended to transfer 6 acres of property to Mr. Meeks in 2010 or that a scrivener's error prevented that; and

16. Mrs. Miller testified that there was no mutual mistake whereby she intended to transfer property behind her son or neighbor Tillman Gibson to Mr. Meeks.

IV. FINDINGS OF LAW

In reaching my decision I am relying on the long-standing precedent of the Doctrine of Merger. In the absence of fraud or mistake, and in the absence of contractual provisions or agreements which are not intended to be merged in the deed, upon the acceptance of a deed tendered in performance of an agreement to convey, the written or oral agreement to convey is merged in the deed, the agreement to convey is discharged or is modified as indicated by the deed, the deed regulates the rights and liabilities of the parties, and evidence of contemporaneous or antecedent agreement between the parties is inadmissible to vary or contradict the terms of the deed. Where there is no mutual mistake or fraud a deed executed subsequently to the making of a contract for the sale of land is generally regarded as conclusive evidence of a previous modification of the executory contract. A deed executed subsequent to the making of a contract

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for the sale of land supersedes that contract. (55 Am.Jur., *Vendor* and Purchaser). The "deed is the last document signed by the [parties] and is really the contract between the parties for interpretation." Hughes v. Greenville Country Club, 283 S.C. 448, 450, 322 S.E.2d 827, 828 (Ct. App. 1984. "The intention of the grantor must be found within the four corners of the deed." K&A Acquisition Grp., LLC v. Island Pointe, LLC, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009).

> The doctrine of merger is founded upon the privilege, which parties always possess, of changing their contract obligations by further agreements prior to performance. The execution, delivery, and acceptance of a deed varying from the terms of the antecedent contract indicates an amendment of the original contract, and generally the rights of the parties are fixed by their expressions as contained in the deed … where there is no mistake or fraud a deed executed subsequently to the making of an executory contract for the sale of land is generally regarded as conclusive evidence of a previous modification of the executory contract. A deed executed subsequent to the making of an executory contract for the sale of land supersedes that contract …

Shoney's, Inc. v. Cooke, 291 S.C. 307, 310-11, 353 S.E.2d 300, 303 (Ct. App. 1987).

The purpose and effect of a reference to a plat in a deed is ordinarily one as to the intention of the parties to be determined from the whole instrument and the circumstances surrounding its execution. When a deed describes land as it is shown on a certain plat, such plat becomes part of the deed for the purpose of showing the boundaries, metes, courses and distances of the property conveyed. Milton P. Demetre Family Ltd. P'ship v. Beckmann, 413 S.C. 38, 42, 773 S.E.2d 596, 598 (Ct. App. 2014)

I find that there was no mutual mistake such that the deed should be reformed or modified. The evidence justifying reformation of a deed must be clear, satisfactory and convincing. Harrington v. Blackston, 319 S.C. 1, 12, 459 S.E.2d 309, 315 (Ct. App. 1995). To justify reformation on the ground of mutual mistake, it is incumbent upon a party to show by

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clear and convincing evidence that the parties intend that the deed shall convey certain property and by mistake in the drafting of same, the conveyance did not represent such intention. Ives v. Ives, 223 S.C. 461, 463, 76 S.E.2d 471, 471 (1953). It is the policy of the courts not only to discourage fraud, but also to discourage negligence and inattention to one's own interests. Torres v. State Farm Fire & Casualty Co., 438 So. (2d) 757 (Ala. 1983). Courts do not sit for the purpose of relieving parties who refuse to exercise reasonable diligence or discretion to protect their own interests. A party must avail himself of the knowledge or means of knowledge open to him. The Court will not protect the person who, with full opportunity to do so, will not protect himself. Before equity will reform an instrument, it must be shown by clear and convincing evidence not simply that there was a mistake on the part of one of the parties, but that there was a mutual mistake. Sims v. Tyler, 276 S.C. 640, 281 S.E. (2d) 229 (1981). A mutual mistake is one whereby both parties intended a certain thing but because of a mistake in drafting did not get what they intended. Commercial Union Assurance Co. v. Castile, 283 S.C. 1, 320 S.E. (2d) 488 (Ct. App. 1984). Timms v. Timms, 290 S.C. 133, 137, 348 S.E.2d 386, 389 (Ct. App. 1986).

In this case, both parties presented evidence outside of the four corners of the deed which supports their positions. It is inherent in the definition of a disagreement that a mutual mistake cannot exist where the parties disagree. Mutual mistake must be shown by clear and convincing evidence that BOTH parties intend that the deed shall convey certain property and by mistake in the drafting of same, the conveyance did not represent their intention. Clearly from the nature of the dispute and the arguments made by counsel, this does not and cannot meet the elements of a mutual mistake.

Further, as there are clear, unambiguous documents reflecting the parties' intentions in the way of a Title to Real Estate signed by Mrs. Miller dated July 15, 2010 which references the

plat of the property being transferred, the parties' intentions can be determined by the four corners of the Deed. The property transferred and therefore owned by Defendant is clearly set forth in the 2010 Title to Real Estate and corresponding plat.

NOW, THEREFORE, IT IS ORDERED, ADJUDED AND DECREED that the issue referred to the Master-In-Equity is hereby decided in the following manner: (1) the Deed should not be reformed; and (2) the property lines and ownership of the property are properly reflected in the Title to Real Estate dated July 15, 2010 filed at Deed Book 96-Q pg. 506 and the corresponding plat prepared by Souther Land Surveying dated June 30, 2010 and modified June 21, 2019, said Survey to be filed in the Register of Deeds for Spartanburg County South Carolina by Order of this Court.

IT IS SO ORDERED.

The Honorable Gordon G. Cooper

May __, 2021.

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Spartanburg Common Pleas

Case Caption: Patrica Miller VS David Meeks

Case Number: 2018CP4203639

Type: Order/Other

It is So Ordered

s/Judge Gordon G Cooper-3065

ELECTRONICALLY FILED - 2021 May 24 11:02 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639
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AGREEMENT TO SELL AND BUY

In consideration of the sum of Five Hundred Dollars ($ 500.) this day received from David R. McCalls Purchaser of the following described property:

all that property that joins Frank C. Miller Jr., Roy Mc Shean, joins Hampton Rd, continues to center of creek at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($ 15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. McCalls heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500, PROVIDED said balance due is paid to Seller on or before June 25th, 2010.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 27th day of May, 2010.

Signed, sealed and delivered in the presence of:

Frank C. Miller Jr. — Seller

David R. McCalls — Purchaser

DEFENDANT'S EXHIBIT 1 7-12-19 dd

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INTENT TO ~~BUY~~ BUY Ex of well Probate Ct and LISA SIMS

I Tilman Gibson agree to ~~Buy~~ BUY FROM PATRICIA S MILLER

the property located at 2120 Hamilton RD

The property shown on plat DRRSM-903P044-363 described as

follows A Portion APPOX 2.5 ACRES +-

Property will be sold for the total sum of $ $14,000

A downpayment of _____ nonrefundable will be

received as earnest money to be applied to price of

property at closing on _____.

Lisa Sims 5,25,18

Signature of Seller

_____ ___/___/___

Signature of Buyer

Buyer has agreed to pay for survey $1200
and property appraisal $350, Has paid 775 350
and other closing cost 1550

DEFENDANT'S EXHIBIT 10 7-12-19 db

MILLER 36

ELECTRONICALLY FILED - 2021 Jun 22 4:58 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Patricia Miller, Plaintiff, v. David Meeks, Defendant.	IN THE COURT OF COMMON PLEAS CA# 2018-CP-42-03639 **ORDER DENYING DEFENDANT'S MOTION TO RECONSIDER**

On June 2, 2021, Defendant filed a Motion to Reconsider to alter and/or amend the Order of the Court dated May 24, 2021.

After the review of Defendant's Motion to Reconsider, all of the pleadings in the Court file and the Court's notes, the Court hereby finds that pursuant to the Order of the Supreme Court as Amended June 15, 2021, Paragraph C(4) "A trial judge may elect not to hold a hearing when the judge determines the motion may be readily decided without further input from the attorneys." Such is the case at bar. Based on the Court's review, the Court has elected not to hold a hearing on the Motion to Reconsider filed by Defendant.

The Court finds Defendant's arguments regarding the Finds of Fact unconvincing. Based upon the Court's review of the evidence, the facts necessary for the Court's legal ruling are supported by the evidence submitted. Any possible error in the Findings of Fact cited by Defendant are irrelevant to the Court's ruling and would not change the ruling. The Court further denies the Motion on the clear failure of Defendant to meet the Statute of Limitations in his reliance on the Doctrine of Boundary by Acquiesce and therefore the Motion for Reconsideration must fail.

NOW, THEREFORE, IT IS ORDERED, ADJUDED AND DECREED that the Motion to Reconsider filed by the Defendant is DENIED.

IT IS SO ORDERED.

The Honorable Gordon G. Cooper

June __, 2021.

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Spartanburg Common Pleas

Case Caption: Patrica Miller VS David Meeks

Case Number: 2018CP4203639

Type: Master/Order/Other

It is So Ordered

s/Judge Gordon G Cooper-3065

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STATE OF SOUTH CAROLINA COUNTY SPARTANBURG	)	IN THE COURT OF COMMON PLEAS SEVENTH JUDICIAL CIRCUIT
Patricia Miller, Plaintiff, vs. David Meeks, Defendant.	)	CIVIL ACTION NO.: 2018-CP-42-03639 Order Regarding Plaintiff's Motion for Summary Judgment; Defendant's Motion for Partial Summary Judgment & Reference to the Master-In-Equity

Hearing Date:	October 1st, 2019, at 9:30 a.m.
Hearing Judge:	Grace Gilchrist Knie
Counsel for Plaintiff:	Jason Michael Imhoff
Counsel for Defendant:	Gary L. Compton
Court Reporter:	Susan W. Hudgins

This matter was before the Court on Tuesday, October 1st, 2019, at 9:30 a.m., in Spartanburg County, SC, the Seventh Judicial Circuit upon Plaintiff's Motion for Summary Judgment filed with the Court on May 13th, 2019, and upon Defendant's Motions for Partial Summary Judgment and Reference to the Master-In-Equity filed with the Court on August 20th, 2019. Attorney Jason Michael Imhoff was present representing the interests of the Plaintiff. Attorney Gary L. Compton was present representing the interests of the Defendant. Susan W. Hudgins was the Court Reporter.

PROCEDURAL BACKGROUND:

This action was commenced by the filing of a Summons and Complaint dated October 16th, 2018, for the causes of action of trespass, nuisance, intentional interference with a contract, and recovery of possession of real property-ejectment. The Defendant was served with the Summons and Complaint on October 19th, 2018, and the Affidavit of Service was filed on October 22nd, 2018.

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The Defendant filed an Answer and Counterclaim on November 12th, 2018. The Defendant asserted the Counterclaims of reformation of deed and specific performance. Plaintiff filed an Answer to the Counterclaim on December 12th, 2018.

On May 10th, 2019, Plaintiff filed a Motion to Compel Sufficient Responses to Discovery and Request to Admit and a Motion for Costs and Attorney Fees based on Rule 37(c)(2). The Plaintiff then filed a Motion for Summary Judgment on May 13th, 2019. The Defendant filed a Motion to Compel on June 10th, 2019. The Defendant then filed a Motion for Reference to the Master-In-Equity and for Partial Summary Judgment on August 20th, 2019. The parties were before this Court on Tuesday, October 1st, 2019, to take up these Motions. At the hearing, the Court was informed by the parties that the opposing Motions to Compel had been resolved.

FACTUAL BACKGROUND:

The pleadings of the parties acknowledge that on or about May 27th, 2010, the parties entered into an Agreement to Sell and Buy, whereby the Plaintiff agreed to sell to the Defendant real property located in Spartanburg County. The agreement was handwritten by the Defendant. The Defendant hired Souther Land Surveying to perform a survey and to prepare a closing plat. On July 15th, 2010, the closing took place at the office of Attorney Josh Henderson. The Defendant delivered the purchase price to the Plaintiff, who executed a deed to the Defendant.

After closing, the Defendant erected a chain-link fence that extended from Hampton Road south to the McGraw boundary. The Defendant later fenced in the remainder of the property to the east, and Defendant has used the property since as a goat pasture.

In approximately May of 2018, Plaintiff entered into an agreement to sell a parcel of property to her neighbor Tillman Gibson. Defendant erected additional fencing in 2018, enclosing

the property to be sold to Mr. Gibson. Defendant claims that the transaction in 2010 was in error and the property is his, while the Plaintiff claims the property remains hers.

ARGUMENTS OF COUNSEL:

In reference to the Plaintiff's Motion for Summary Judgment, Plaintiff argued that Defendant has not presented evidence that he has ownership in the property fenced in 2018. Plaintiff contends that the property is deeded and titled in Plaintiff Patricia Miller's name, she has paid taxes on the property, maintained it, and entered into a contract with another neighbor to sell it. Plaintiff argues Defendant can show no evidence that he had title, deed, or adversely possessed the property at any time prior to 2018.

Defendant argued that the closing plat does not accurately depict the property he agreed to purchase as described in the agreement. Defendant relied on the deposition testimony of Plaintiff's son, Frank Clyde Miller, Jr., who stated he was familiar with the terms of the agreement at the time of its execution and prior to the closing of the transaction. Defendant pointed out that the Plaintiff's son testified that all of the fencing erected by Defendant is located upon property that his mother agreed to sell to Defendant. Defendant contends that the deposition testimony of Plaintiff's son creates a genuine issue as to a material fact, i.e. the actual boundary of the property as described in the agreement.

Regarding Defendant's Motion for Reference to the Master-In-Equity, Defendant argued that acknowledgment by the parties that the closing plat referenced in the deed is incorrect constitutes a mutual mistake of fact requiring reformation of the deed. Defendant further argued that the equitable issue of determining the correct boundary should be referred to the Master-In-Equity. Plaintiff argued that she filed four causes of action in tort and requested a jury trial. Plaintiff argued that a transfer to the Master-In-Equity would unnecessarily diminish that right.

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In reference to the Defendant's Motion for Partial Summary Judgment regarding the nuisance cause of action, the Defendant argued that the Plaintiff's son, Frank Clyde Miller, Jr., testified that he never had a problem with the goats and they were not a nuisance, despite having lived next door to the goat farm for eight (8) years. Defendant further argued that the Plaintiff, whose residence is separated from the goat farm by two (2) other homes, testified that the goats were "beautiful" and that the goats did not smell. Plaintiff argued that deposition testimony of the Plaintiff established that Defendant's dogs bark all night long and keep her up. Plaintiff further argued that deposition testimony further showed that the goats have destroyed all vegetation on her property and left large piles of feces.

LAW:

MOTIONS FOR SUMMARY JUDGMENT:

Summary Judgment is appropriate only when it is perfectly clear, after discovery is completed, that no genuine issue of material fact exists; further inquiry into the facts is not necessary to clarify the application of the law; and the moving party is entitled to judgment as a matter of law. *Folkens v. Hunt*, 290 S.C. 194, 195, 348 S.E.2d 839, 841 (Ct. App. 1986).

In determining whether any triable issue of fact exists, the evidence and all reasonable inferences to be derived therefrom must be considered in the light most favorable to the nonmoving party. *Strother v. Lexington County Recreation Com'n.,* 332 S.C. 54, 61, 504 S.E.2d 117, 121 (1998). In cases applying the preponderance of evidence standard of proof, the non-moving party is only required to submit a mere scintilla of evidence warranting determination by a jury in order to withstand a motion for summary judgment. *Hancock v. Mid-South Mgmt. Co., Inc.,* 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009).

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Nuisance is defined as "anything which works hurt, inconvenience, or damage; anything which essentially interferes with the enjoyment of life or property." *Neal v. Darby*, 282 S.C. 277, 285, 318 S.E.2d 18, 23 (Ct. App. 1984) citing *Strong v. Winn-Dixie Stores, Inc.*, 240 S.C. 244, 125 S.E.2d 628 (1962). It is "the unlawful use of property causing material annoyance, discomfort or hurt to another person." *Green v. Blanton*, 294 S.C. 14, 18, 362 S.E.2d 179, 181 (Ct. App. 1987) citing 66 C.J.S. *Nuisance*, Section 8 (1950). The elements of nuisance are "a substantial and unreasonable interference with the plaintiff's use and enjoyment of his property" and proximate causation of the interference by Defendant. *O'Cain v. O'Cain,* 322 S.C. 551, 562, 473 S.E.2d 460, 465 (Ct. App. 1996) citing *Ravan v. Greenville County*, 315 S.C. 447, 434 S.E.2d 296 (Ct. App. 1993).

MOTION FOR REFERENCE TO MASTER-IN-EQUITY:

A court of equity may reform a deed to reflect the intent of the parties when the deed is based on a mutual mistake of fact. *Sims v. Tyler*, 276 S.C. 640, 642, 281 S.E.2d 229, 230 (1981), *Belin v. Stikeleather*, 232 S.C. 116, 101 S.E.2d 185 (1957). The Circuit Court may, upon application of any party or upon its own motion, direct a reference to some or all of the causes of action in a case. Rule 53, South Carolina Rules of Civil Procedure. Rule 39(b), SCRCP states:

> "Issues of law and issues not demanded for trial by jury as provided in Rule 38 shall be tried by the court or may be referred to a master as provided in Rule 53; but, notwithstanding the failure of a party to demand a jury in an action in which such a demand might have been made of right, the court in its discretion upon motion may order a trial by jury of any or all issues."

In *Wachovia Bank, Nat. Ass'n v. Blackburn*, the Supreme Court made the following findings:

> "(1) If both the complaint and the counterclaim are in equity, the entire matter is triable by the court; (2) If both are at law, the issues are triable by a jury; (3) If the complaint is equitable and the counterclaim is legal and permissive, the defendant waives his right to a jury trial; (4) If the complaint is equitable and the counterclaim is legal and compulsory, the plaintiff or the defendant has a right to a jury trial on the counterclaim unless a valid jury trial waiver exists that encompasses the counterclaim. If such a waiver does not exist,

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> the proper procedure for handling the counterclaims is as follows: (a) The trial judge may, pursuant to Rule 42(b), order separate trials of the legal and equitable claims, or may order the claims tried in a single proceeding; (b) If separate trials are ordered, the judge must determine which issues are to be tried first. If there are factual issues common to both claims, absent the most imperative circumstances, the at law claim must be tried first. If there are no common factual issues, it is within the trial judge's discretion which claim will be tried first; (c) If the claims are to be tried in a single proceeding and there are factual issues common to both claims, the jury shall first determine the legal issues. The court may then determine the equitable claims, but the jury's determination of common factual issues shall be binding upon the court."

Wachovia Bank, Nat. Ass'n v. Blackburn, 407 S.C. 321, 329-330, 755 S.E.2d 437, 441-442 (2014).

Rule 39 of the SC Rules of Civil Procedure entitled *Trial by Jury or By the Court* provides as follows:

> **(b) By the Court.** Issues of law and issues not demanded for trial by jury as provided in Rule 38 shall be tried by the court or may be referred to a master as provided in Rule 53; but, notwithstanding the failure of a party to demand a jury in an action in which such a demand might have been made of right, the court in its discretion upon motion may order a trial by jury of any or all issues.

Rule 53 of the SC Rules of Civil Procedure entitled *Masters and Special Referees* provides as follows:

> **(a) Master and Special Referee Defined.** The term "master" means the master-in-equity for the county. The term "special referee" means a member of the South Carolina Bar to whom a matter has been referred under S.C. Code Ann. § 14-11-60.
>
> **(b) References.** In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case. Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court....
>
> **(c) Powers.** Once referred, the master or special referee shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter.

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CONCLUSION:

The Court acknowledges and appreciates the amount of research and preparation for the hearing by counsel, as well as, the professionalism of counsel in their presentations to the Court. After consideration of the record, arguments of counsel, memoranda of counsel, and the applicable law, the Court finds as follows:

That the Court, upon review of the evidence and all reasonable inferences to be derived therefrom, considered in the light most favorable to the non-moving party, finds that there exists a genuine issue as to material fact, and the Plaintiff's Motion for Summary Judgment against Defendant filed with the Court on May 13th, 2019, made pursuant to Rule 56 of the SCRCP, should be and is therefore denied; and further,

That the Court, upon review of the evidence and all reasonable inferences to be derived therefrom, considered in the light most favorable to the non-moving party, finds that there exists a genuine issue as to material fact, and the Defendant's Motion for Partial Summary Judgment against Plaintiff filed with the Court on August 20th, 2019, made pursuant to Rule 56 of the SCRCP, should be and is therefore denied; and further,

That this is a real property boundary line dispute. By way of counterclaim, the Defendant seeks reformation of the deed to the property which is the subject of this action. Reformation of a deed is an equitable remedy. It has been agreed that the plat of the survey upon which the disputed property was deeded is incorrect, and therefore the correct boundary lines must be determined by the Court. The correct location of the boundary lines, therefore, becomes an issue of law for the Court. This is a relatively complex matter concerning contractual language, surveys and other technical data and considerations that the Master-in-Equity for Spartanburg County is uniquely experienced to resolve, an Order of Reference would not preclude a jury trial

on any remaining legal claims which the Plaintiff alleges as to other legal causes of action, therefore, Defendant's Motion for Reference to the Master-In-Equity as to the issue of Reformation of a deed, filed with the Court on August 20th, 2019, made pursuant to Rule 53 of the SCRCP is hereby granted.

IT IS SO ORDERED.

/s/Grace Gilchrist Knie
Honorable Grace Gilchrist Knie
Resident Judge, Seventh Judicial Circuit

November 5th, 2019
Spartanburg, South Carolina

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Spartanburg Common Pleas

Case Caption: Patrica Miller VS David Meeks

Case Number: 2018CP4203639

Type: Order/Summary Judgment

IT IS SO ORDERED.

S/GRACE GILCHRIST KNIE - 2760

ELECTRONICALLY FILED - 2019 Dec 13 4:51 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA) **)** **COUNTY OF SPARTANBURG)**	**IN THE COURT OF COMMON PLEAS** **SEVENTH JUDICIAL CIRCUIT**
PATRICIA MILLER, **Plaintiff,** **vs.** **DAVID MEEKS,** **Defendant.**	**ORDER OF REFERENCE** **2018-CP-42-03639**

By Order of the Honorable Grace Gilchrist Knie in the within matter dated November 5, 2019 and pursuant to the motion of the Defendant, certain equitable issues in this action were referred to the Master-in-Equity pursuant to Rule 39(b) and Rule 53 of the South Carolina Rules of Civil Procedure.

IT IS THEREFORE ORDERED that this matter be referred to Judge Gordon G. Cooper, Master-in-Equity for Spartanburg County, with the authority to exercise all powers and authority of a Circuit Court judge including the entry of a final judgment as to the issues referred as set forth in the November 5, 2019 Order of Judge Knie. Pursuant to Rule 53e, SCRCP, and South Carolina Code Ann. Section 14-11-85, any appeal from any order or judgment issued by the Master-in-Equity shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

(Clerk of Court Electronic Signature Attached)

AMY W. COX, CLERK OF COURT
FOR SPARTANBURG COUNTY

December 13, 2019
Spartanburg, South Carolina

ELECTRONICALLY FILED - 2019 Dec 13 4:51 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

Spartanburg Common Pleas

Case Caption: Patrica Miller VS David Meeks

Case Number: 2018CP4203639

Type: Order/Referred to Master or Special Referee

IT IS SO ORDERED

s/Amy W Cox, Spartanburg County Clerk of Court by Maribel M Martinez

ELECTRONICALLY FILED - 2018 Oct 16 2:54 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CA# 2018-CP-42-_____
COUNTY OF SPARTANBURG	)	
	)	
Patricia Miller,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**COMPLAINT**
	)	
David Meeks,	)	(JURY TRIAL DEMANDED)
	)	
Defendant.	)	
	)	

The Plaintiff, complaining of the Defendant, would respectfully show onto this honorable court:

1. Plaintiff and Defendant are citizens and residents of Spartanburg County, South Carolina. Plaintiff is the owner of Spartanburg Parcel ID 1–48–00–016–06 which was conveyed to Plaintiff by Deed of Frank Clyde Miller, recorded April 10, 2006 in Deed Book 85-M, Page 903, Registered of Deeds for Spartanburg County, South Carolina.

2. On approximately May 27, 2010 Mr. Meeks and Ms. Miller entered into an agreement for the sale of property pursuant to an agreement to sell and buy "all of that property that joins Frank C. Miller, Jr., Roy McGraw, joins Hampton Road, continues to center of creek at low-end of property for $15,000." That sale was consummated on July 15, 2010 and a Title to Real Estate was filed on July 19, 2010 in Deed Book 96–Q Page 506. That Title to Real Estate described the property sold as:

> All that certain piece, parcel or lot of land, with improvements thereon, if any, lying, situate and being in the County of Spartanburg, State of South Carolina, being shown in designated as a lot containing 4.47 acres, more or less, on a plat of survey for David R. Meeks prepared by Souther Land Surveying, dated June 30, 2010 to be recorded in the Register of Deeds for Spartanburg County, South Carolina.

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> References hereby made to said plat for more detailed metes and bounds description or that Title to Real Estate is attached.
>
> The Souther Land Surveying plat of survey dated June 30, 2010 was also recorded on July 19, 2010 in Plat Book 165 Page 309. The property agreed-upon, sold, and transferred is clearly identified in that plat, prepared at the request of David R. Meeks as 4.47 acres. Also on that Southern Land Surveying plat is property identified by Frank Clyde Miller, Jr. with tax map number 1–45–00–016–03 and a property owned by Patricia S. Miller identified as tax map number 1–48–00–016–00.

3. For approximately 8 years between 2010 and 2018, Mr. Meeks honored the Souther Land Surveying plat and boundaries set forth therein.

4. During the spring or summer of 2018 Patricia S Miller received a request from Tillman Gibson to purchase a portion of the property owned by Patricia S. Miller behind his home and the home of Frank Clyde Miller, Jr. An agreement was signed and closing attorney Josh Henderson was hired to prepare the closing documents

5. Before the closing, but after the agreement between Patricia Miller and Mr. Gibson had been signed and title work had been completed, Mr. Meeks and Mr. Gibson had a meeting during which Mr. Meeks informed Mr. Gibson that he was buying Frank Clyde Miller, Jr.'s property. He also indicated that he intended to put goats on that property to the property line with Roy McGraw. Mr. Gibson informed him immediately that he could not put goats on the property behind Frank Clyde Miller, Jr.'s property as he had a contract to purchase the property from Patricia Miller.

6. Within 48 hours, over the course of the weekend, Mr. Meeks had his employees or contractors erect fencing on property owned by Patricia S. Miller (tax map number 1–48–00–016–00) directly behind Frank Clyde Miller, Jr.'s property and Mr. Gibson's property. He then proceeded to let his goats into that fenced area.

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7. On June 29, 2018 a letter was sent to Mr. Meeks informing him that his goat farm was trespassing on property owned by Patricia Miller. On July 19th, 2018 Mr. Meeks responded through attorney Gary L Compton that he no longer honored the boundaries agreed to in the May 2010 agreement to sell and buy and reflected in the June 30, 2010 Southern Land survey plat and desired to redefine that agreement as providing him with the property identified in the Souther Land Surveying 2010 Plat as tax number 1–48–00–016.00 designated as owned by Patricia S. Miller.

8. Mr. Meeks also refused to remove his fences and goats from that property and has continued to trespass, damage, and bar Ms. Miller from her property.

9. Additionally, Mr. Meeks' continued trespass has interfered with Ms. Miller's ability to sell the property to Mr. Gibson per their agreement.

FOR A FIRST CAUSE OF ACTION
(Trespass)

10. Plaintiff realleges and incorporates all relevant facts and allegation contained in the preceding paragraphs above as if set forth fully hereunder.

11. Defendant has moved his goats onto Plaintiff's property and installed an 8 to 10 foot fence around Plaintiff's property essentially excluding her from our property.

12. Defendant knew that the property was not his per the 2010 survey as well as his conversation with Mr. Gibson.

13. Plaintiff wrote Mr. Meeks informing him of the trespass and asking him to remove his goats and fencing from the property in question and Mr. Meeks has refused to do so and continues to willfully, wantonly and recklessly continue to trespass and disregard the rights of the Plaintiff.

14. Plaintiff's property has diminished in value because of the trespass.

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15. Plaintiff has been denied use and enjoyment of the property.

16. Plaintiff has been unable to sell the property and honor her agreement with Mr. Gibson.

17. Plaintiff's property has been irretrievably damaged by the grazing of the goats.

18. Plaintiff is informed and believes that she is entitled to a judgment against the Defendant for actual and punitive damages as well as an order removing him from Plaintiff's property.

FOR A SECOND CAUSE OF ACTION
(Nuisance)

19. Plaintiff realleges and incorporates all relevant facts and allegation contained in the preceding paragraphs above as if set forth fully hereunder.

20. The noise, smell, and behavior of the goats and the goat farm is interfering with and continues to interfere with Plaintiff's use and enjoyment of her property.

21. Defendant's interference with Plaintiff's use and enjoyment of the property is unreasonable.

22. As a result of Defendant's interference, the Plaintiff has been unable to use and enjoy her property in a peaceful manner.

23. As a result of Defendant's interference, the Plaintiff has suffered diminished of value of her real and personal property.

24. Defendant's continuing interference is the natural and proximate cause of diminishment in the value of Plaintiff's property and her inability to use and enjoy the property.

FOR A THIRD CAUSE OF ACTION
(Intentional interference with contract)

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25. Plaintiff realleges and incorporates all relevant facts and allegations contained in the preceding paragraphs above as if set forth fully hereunder.

26. Defendant knew or should have known about Plaintiff's contract with Mr. Gibson.

27. Thereafter, and within 24 hours, Defendant began erecting fencing and fenced off Plaintiff's property which was intended for sale by Plaintiff to Mr. Gibson.

28. Defendant did this willfully and wantonly with the intention of preventing Plaintiff selling the property to Mr. Gibson.

29. Defendant had no justification for his trespass onto Plaintiff's property and fencing of the said property and intentionally, knowingly, and willfully obstructed the Plaintiff's ability to consummate the sale of the property to Mr. Gibson.

30. Due to Defendant's actions Plaintiff has been damaged by Defendant and lost money for the property, attorney's fees, costs, and potential loss of the contract sale of the property

FOR A FOURTH CAUSE OF ACTION
(Action for recovery of possession of real property-ejectment)

31. Plaintiff realleges and incorporates all relevant facts and allegation contained in the preceding paragraphs above as if set forth fully hereunder.

32. Defendant is knowingly and intentionally trespassing on Plaintiff's property.

33. There is no question that the property in dispute is owned by Patricia S. Miller as shown by decades of use and control of the property, multiple deeds and titles, and specifically the acknowledgement that it is Ms. Miller's property by the sale and Souther Surveying plat in 2010.

34. Plaintiff prays for recovery of possession of the real property and/or ejectment of Mr. Meeks.

35. Plaintiff further prays for this action including attorney's fees, cots, and expenses as well as punitive damage.

WHEREFORE, Plaintiff prays for the following relief:

(a) that Plaintiff be granted judgment against Defendant in a sum to be determined for actual and punitive damages, treble damages, statutory damages, attorneys' fees, for the cost of this action, interest and for such other and further relief as this Court may be just and proper;

(b) an order ejecting Defendant Plaintiff's property; and

(c) for such other and further relief as this court may deem to be just and equitable.

The Ward Law Firm, PA
Attorneys for Plaintiff

s/Jason M. Imhoff
Jason M. Imhoff (SC Bar No: 69355)
The Ward Law Firm, PA
PO Box 5663
Spartanburg, SC 29304
Telephone (864) 582-3075
Facsimile (864) 585-3090

October 16th, 2018

ELECTRONICALLY FILED - 2018 Oct 16 2:54 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

ELECTRONICALLY FILED - 2018 Nov 12 3:59 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF SPARTANBURG	)	**SEVENTH JUDICIAL CIRCUIT**
PATRICIA MILLER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**ANSWER AND COUNTERCLAIM**
	)	
DAVID MEEKS,	)	**2018-CP-42-03639**
	)	
Defendant.	)	

The Defendant, answering the Complaint of the Plaintiff, would respectfully allege that:

FOR A FIRST DEFENSE

1. All allegations of the Complaint not hereinafter admitted, modified or explained are denied, and strict proof demanded thereof.

2. Answering Paragraph 1, the Defendant admits that the Plaintiff and Defendant are residents of Spartanburg County, but denies that the Plaintiff is the owner of all of Spartanburg County Map Reference Number: 1-48-00-016.06 for the reasons hereinafter set forth.

3. Answering Paragraph 2, the Defendant admits that the parties entered into a contract for the sale of certain real estate located in Spartanburg County, that a closing took place on or about July 15, 2010, and that a deed was executed by the Plaintiff to the Defendant referencing a plat prepared by Souther Land Surveying, which was recorded at the Register of Deeds Office for Spartanburg County simultaneously with the deed; however, the Defendant

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denies that the plat accurately depicts all of the property described in the contract that the Plaintiff agreed to convey to the Defendant.

4. Further answering Paragraph 2, the Defendant would allege that the contract between the parties and the recorded documents referenced in Paragraph 2 speak for themselves, and the Defendant denies any allegation contained in Paragraph 2 inconsistent therewith and demands strict proof thereof.

5. The allegations contained in Paragraph 3 are denied, and strict proof demanded thereof.

6. The Defendant does not have sufficient information or knowledge with which to either admit or deny the allegations contained in Paragraph 4, and therefore denies same and demands strict proof thereof.

7. The allegations contained in Paragraphs 5 and 6 are denied, and strict proof demanded thereof.

8. Answering Paragraph 7, the Defendant admits that he received a letter from Plaintiff's counsel dated June 29, 2018, but denies the remaining allegations of Paragraph 7 and demands strict proof thereof.

9. The allegations contained in Paragraphs 8, 9, 11, 12, 13, 14, 15, 16, 17 and 18 are denied, and strict proof demanded thereof.

10. The allegations contained in Paragraphs 20, 21, 22, 23 and 24 are denied, and strict proof demanded thereof.

11. The allegations contained in Paragraphs 26, 27, 28, 29 and 30 are denied, and strict proof demanded thereof.

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12. The allegations contained in Paragraphs 32, 33, 34, 35 and the remaining allegations of the Complaint are denied, and strict proof demanded thereof.

FOR A SECOND DEFENSE
AND BY WAY OF COUNTERCLAIM

RECITALS

13. All of the foregoing allegations are incorporated herein by reference.

14. The Plaintiff and the Defendant are both residents of Spartanburg County.

15. On or about May 27, 2010, the parties entered into an Agreement to Sell and Buy certain real estate located in Spartanburg County ("the Contract"); a true and correct copy of the Contract is attached hereto and incorporated herein by reference as **Exhibit A.**

16. The Contract clearly describes the property to be sold as "all that property that joins Frank C. Miller, Jr., Roy McGraw, joins Hampton Road, continues to center line of the creek at lower end of property".

17. Subsequent to the execution of the Contract, the Defendant engaged the services of Souther Land Surveying to perform a survey and prepare a plat of the property described in the Contract; a true and correct copy of the plat is attached hereto and incorporated herein by reference as **Exhibit B.**

18. In 2007, prior to the execution of the Contract and the consummation of the transaction which is the subject of this action, two (2) plats were prepared by local surveyor Ralph Smith and recorded in the Register of Deeds Office for Spartanburg County.

19. Both plats are designated "SURVEY FOR: FRANK CLYDE MILLER, JR. BEING A PORTION OF THE PROPERTY DESCRIBED IN D.B. 85M, 903" and being a portion of Spartanburg County Block Map Number: 1-48-00-Parcel 16.0.

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20. The first plat is dated May 17, 2007 and was recorded on June 8, 2007 in Plat Book 161 at Page 664; a true and correct copy of this plat is attached hereto and incorporated herein by reference as **Exhibit C.**

21. The second plat is dated June 15, 2007 and was recorded on June 18, 2007 in Plat Book 161 at Page 709; a true and correct copy of this plat is attached hereto and incorporated herein by reference as **Exhibit D.**

22. The lots shown in **Exhibits C and D** are adjoining lots, and which are shown in **Exhibit B** as adjacent to the 4.47-acre tract shown thereon.

23. By deed dated July 20, 2007 and recorded in Deed Book 89-E, Page 444, the Plaintiff conveyed the lot shown in **Exhibit D** to her son, Frank Clyde Miller, Jr., who thereafter constructed a residence thereon.

24. The lot shown as **Exhibit C** was, despite the plat being drawn and recorded, never deeded to Frank Clyde Miller, Jr.

25. The **Exhibit B** plat incorrectly designates the property shown in **Exhibit C** as having been conveyed in Deed Book 89-E, Page 444, and being Spartanburg County Tax Map Number: 1-48-00-016.03, which is the map identification number for the property shown in **Exhibit D.**

26. The Defendant is informed and believes that Souther Land Surveying, in preparing **Exhibit B**, mistakenly assumed that Deed Book 89-E, Page 444 conveyed the property shown in **Exhibit C** to Frank Clyde Miller, Jr., when it in fact conveyed the property shown in **Exhibit D,** and drew the eastern property line on the eastern side of the property shown in **Exhibit C,** and should have drawn it on the western side, being the eastern boundary of **Exhibit D** and the common boundary of **Exhibits C and D.**

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27. At the closing on July 15, 2010, neither the Plaintiff nor the Defendant discovered the surveying error.

28. Nevertheless, it was the intent of both parties that the correct property line was the common boundary between **Exhibits C and D,** as shown by the highlighted line on **Exhibit B**.

29. In reliance upon this understanding, the Defendant immediately constructed fencing along this acknowledged property line to the boundary with Mr. McGraw.

30. Although this fencing has remained standing for over eight (8) years now, the Plaintiff, who lives nearby and observed its construction, has never complained to the Defendant about its location.

31. Furthermore, the Defendant has used the property as a pasture for his goats for eight (8) years without complaint from anyone, including the Plaintiff.

FOR A FIRST COUNTERCLAIM
(Reformation of Deed)

32. All of the foregoing allegations are incorporated herein by reference.

33. The deed from the Plaintiff to the Defendant recorded July 19, 2010 in Deed Book 96-Q, Page 506 was based on a mutual mistake of fact.

34. Both the Plaintiff and the Defendant, at the closing of the transaction on July 15, 2010, assumed that the survey as shown in **Exhibit B** was correct.

35. **Exhibit B** does not show the correct boundaries of the property described in the Contract, nor does it contain all of the property described in the contract to be sold and conveyed to the Defendant.

36. The Defendant is informed and believes that the clear description of the property to be sold in the Contract requires the Plaintiff to convey to the Defendant all of the real

property now shown as Spartanburg County Map Reference Number: 1-48-00-016.06, containing approximately 2.7 acres, and that Deed Book 96-Q, Page 506 should be reformed to so indicate.

37. The Defendant is further informed and believes that he is entitled to reasonable attorney's fees and costs for the prosecution of this Counterclaim.

38. The Defendant has no adequate remedy at law.

FOR A SECOND COUNTERCLAIM
(Specific Performance)

39. All of the foregoing allegations are incorporated herein by reference.

40. The Plaintiff agreed to convey certain real property located in Spartanburg County to the Defendant in the Contract.

41. The Defendant has performed each and every obligation required of him in the Contract, but the Plaintiff refuses to comply with the terms thereof.

42. The Defendant is entitled to specific performance of the Contract, requiring the Plaintiff to convey to him all of the property shown and designated as Spartanburg County Map Reference Number: 1-48-00-016.06, as well as attorney's fees and the costs of this action.

43. The Defendant has no adequate remedy at law.

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WHEREFORE, the Defendant prays that the Complaint be dismissed with costs, that he be given judgment in accord with his Counterclaims, and for such other and further relief as the Court deems just and proper.

November 12, 2018

Spartanburg, S. C.

s/ Gary L. Compton

GARY L. COMPTON SC BAR NO. 1351
Attorney for Defendant
296 S. Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Phone: (864) 583-5186
Fax: (864) 585-0139
gary@garylcompton.com

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EXHIBIT A

ELECTRONICALLY FILED - 2018 Nov 12 3:59 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

AGREEMENT TO SELL AND BUY

In consideration of the sum of $500. Five Hundred Dollars ($ 500.) this day received from David R. Meeks Purchaser of the following described property:

all that property that joins Frank C. Miller Jr., Roy Mc Mcsan joins Hampton Rd, continues to center of creek at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($ 15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. Meeks heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500. PROVIDED said balance due is paid to Seller on or before June 25th, 2018.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 27th day of May, 2018.

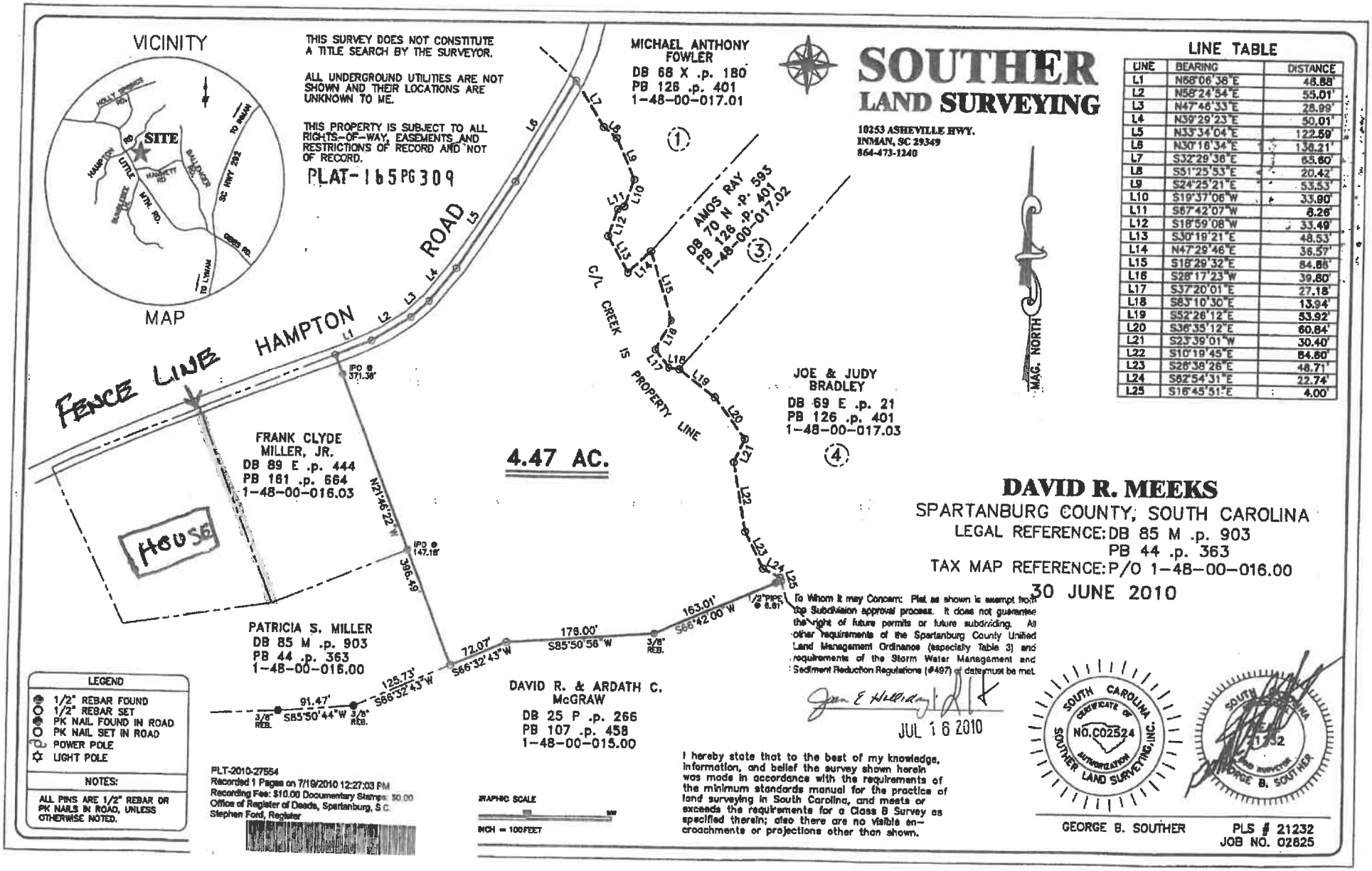
Signed, sealed and delivered in the presence of:

Seller

David A. Meeks
Purchaser

ELECTRONICALLY FILED - 2018 Nov 12 3:59 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

EXHIBIT B



P42

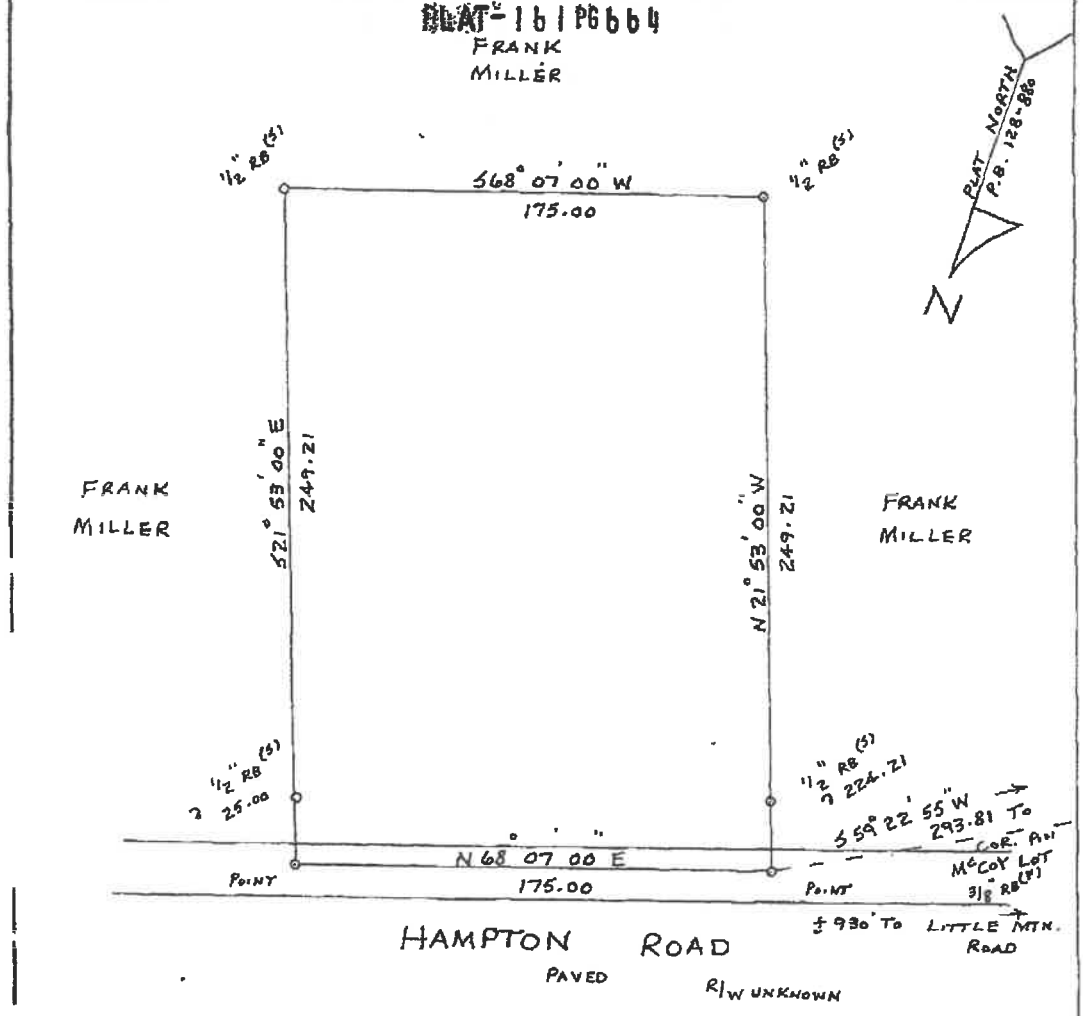
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EXHIBIT C

PLAT - 16 | PG 664

FRANK MILLER



TOTAL AREA= 1.00 ACRES

To Whom It may Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sediment Reduction Regulations (#497) of date must be met.

PLT-2007-30711
Recorded 1 Pages on 6/8/2007 11:32:28 AM
Recording Fee: $5.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S C.
Stephen Ford, Register

Joan E. Holliday JEH

SURVEY FOR: FRANK CLYDE MILLER, JR.
BEING A PORTION OF THE PROPERTY DESCRIBED IN D.B. 85M, 903.

0 50 100
GRAPHIC SCALE: 1" = 100'

JUN 08 2007

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS AND EASEMENTS OF RECORD AND NOT OF RECORD.

LOCATION: NEAR HOLLY SPGS.	DATE: 5-17-2007
BLOCK MAP: 1-48-00 PARCEL: 16.0	FIELD BY: C.T.
COUNTY: SPTBG STATE: SOUTH CAROLINA	DRAWN BY: R.S.
SURVEYED BY: RALPH SMITH P.L.S. 2980 BLACKSTOCK ROAD ENOREE, SOUTH CAROLINA 29335 PH (864) 485-7881	DRAWING NAME

"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." ALSO THIS PROPERTY IS N OT WITHIN THE 100 YEAR FLOOD PLAIN AS DEFINED BY THE FLOOD INSURANCE RATE MAP OF 1 AUGUST 1984.

SEAL

SOUTH CAROLINA REGISTERED LAND SURVEYOR NO. 17700 RALPH E. SMITH

R. E. Smith

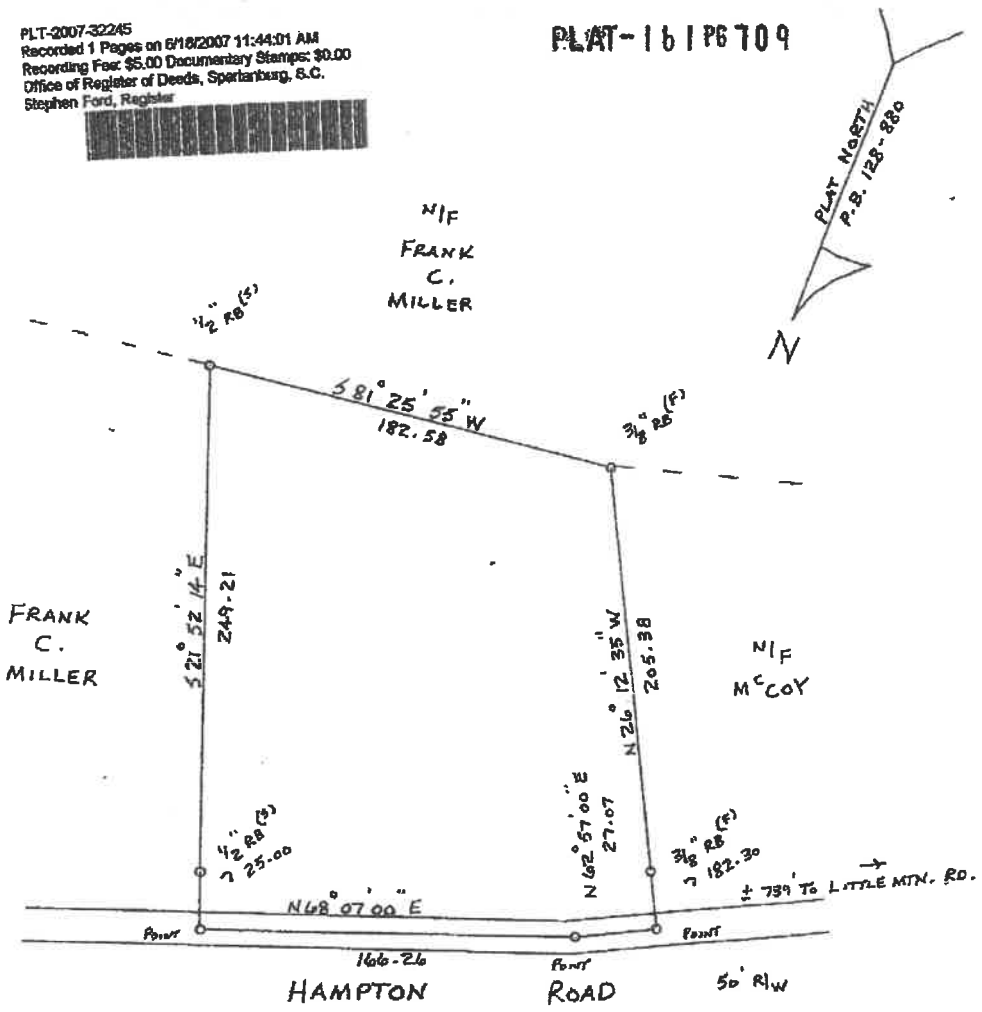
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EXHIBIT D

PLT-2007-32245
Recorded 1 Pages on 6/18/2007 11:44:01 AM
Recording Fee: $5.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

PLAT - 161 PG 709



TOTAL AREA= 0.97 ACRES

To Whom it may Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sedi... must be met.

Joan E. Holliday JUN 18 2007

SURVEY FOR: FRANK CLYDE MILLER, JR.
BEING A PORTION OF THE PROPERTY DESCRIBED IN D.B. 85M, PAGE 903.

0 60 120
GRAPHIC SCALE: 1" = 60'

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS AND EASEMENTS OF RECORD AND NOT OF RECORD.

LOCATION: NEAR INMAN	DATE: 6-15-2007	"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." ALSO THIS PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD PLAIN AS DEFINED BY THE FLOOD INSURANCE RATE MAP OF 1 AUGUST 1984.
BLOCK MAP: 1-48-00 PARCEL: 16.0	FIELD BY: C.T.	
COUNTY: SPTBG STATE: SOUTH CAROLINA	DRAWN BY: R.S.	
SURVEYED BY: RALPH SMITH P.L.S. 2560 BLACKSTOCK ROAD ENOREE, SOUTH CAROLINA 29335 PH (864) 595-7705	DRAWING NAME:	

SEAL
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 17760 RALPH E. SMITH

Ralph E. Smith

ELECTRONICALLY FILED - 2018 Nov 12 3:59 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

ELECTRONICALLY FILED - 2018 Dec 12 3:06 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CA# 2018-CP-42-03639
COUNTY OF SPARTANBURG	)	
	)	
Patricia Miller,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**ANSWER TO COUNTERCLAIM**
	)	
David Meeks,	)	(JURY TRIAL DEMANDED)
	)	
Defendant.	)	
	)	

Plaintiff, Patricia Miller (hereinafter "Plaintiff"), answering the Counterclaim of the Defendant would respectfully show the Court and allege:

FOR A FIRST DEFENSE

1. Paragraphs 1 through 12 of Defendant's Answer and Counterclaim make no allegations against Plaintiff and, therefore, require no response from her. Insofar as a response is required, this Plaintiff denies the allegations contained in Paragraphs 1 through 12 of Defendant's Answer and Counterclaim.

2. Plaintiff denies each and every allegation of Defendant's Answer and Counterclaim not hereinabove specifically admitted, explained, and/or modified.

FOR A SECOND DEFENSE
ANSWER TO COUNTERCLAIM

3. Insofar as Paragraph 13 of Defendant's Answer and Counterclaim requires a response from Plaintiff, Plaintiff realleges and incorporates herein by reference all of the allegations contained in her Complaint.

4. Plaintiff admits the allegations of Paragraph 14 of Defendant's Answer and Counterclaim.

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5. Insofar as Paragraph 15 of Defendant's Answer and Counterclaim makes reference to a document or contract, Plaintiff makes reference to and craves reference to said document for the terms and conditions contained therein and denies any allegations inconsistent with. Plaintiff denies the remaining allegations of Paragraph 15 of Defendant's Answer and Counterclaim.

6. Insofar as Paragraph 16 of Defendant's Answer and Counterclaim makes reference to a document or contract, Plaintiff craves reference to said document or contract for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 16 of Defendant's Answer and Counterclaim.

7. Insofar as Paragraph 17 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 17 of Defendant's Answer and Counterclaim.

8. Insofar as Paragraph 18 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 18 of Defendant's Answer and Counterclaim.

9. Insofar as Paragraph 19 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 19 of Defendant's Answer and Counterclaim.

10. Insofar as Paragraph 20 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and

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conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 20 of Defendant's Answer and Counterclaim.

11. Insofar as Paragraph 21 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 21 of Defendant's Answer and Counterclaim.

12. Insofar as Paragraph 22 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 22 of Defendant's Answer and Counterclaim.

13. Insofar as Paragraph 23 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 23 of Defendant's Answer and Counterclaim.

14. Insofar as Paragraph 24 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 24 of Defendant's Answer and Counterclaim.

15. Insofar as Paragraph 25 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 25 of Defendant's Answer and Counterclaim.

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16. Insofar as Paragraph 26 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 26 of Defendant's Answer and Counterclaim.

17. Insofar as Paragraph 27 of Defendant's Answer and Counterclaim makes reference to a document or plat, Plaintiff craves reference to said document or plat for the terms and conditions contained therein and denies any allegations inconsistent therewith. Plaintiff denies the remaining allegations Paragraph 27 of Defendant's Answer and Counterclaim.

18. Plaintiff denies Paragraph 28 of Defendant's Answer and Counterclaim.

19. Plaintiff denies Paragraph 29 of Defendant's Answer and Counterclaim.

20. Plaintiff denies Paragraph 30 of Defendant's Answer and Counterclaim.

21. Plaintiff denies Paragraph 31 of Defendant's Answer and Counterclaim.

22. Insofar as Paragraph 32 of Defendant's Answer and Counterclaim requires a response from Plaintiff, Plaintiff realleges and incorporates herein by reference all the allegations contained in her Complaint.

23. Plaintiff denies Paragraph 33 of Defendant's Answer and Counterclaim.

24. Plaintiff denies Paragraph 34 of Defendant's Answer and Counterclaim.

25. Plaintiff denies Paragraph 35 of Defendant's Answer and Counterclaim.

26. Plaintiff denies Paragraph 36 of Defendant's Answer and Counterclaim.

27. Plaintiff denies Paragraph 37 of Defendant's Answer and Counterclaim.

28. Plaintiff denies Paragraph 38 of Defendant's Answer and Counterclaim.

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29. Insofar as Paragraph 39 of Defendant's Answer and Counterclaim requires a response from Plaintiff, Plaintiff realleges and incorporates herein by reference all the allegations contained in her Complaint.

30. Insofar as Paragraph 40 of Defendant's Answer and Counterclaim makes reference to a contract, Plaintiff craves reference to said contract for the terms and conditions contained therein and denies the allegations inconsistent therewith. Plaintiff denies the remaining allegations contained in Paragraph 40 of Defendant's Answer and Counterclaim.

31. Plaintiff denies Paragraph 41 of Defendant's Answer and Counterclaim.

32. Plaintiff denies Paragraph 42 of Defendant's Answer and Counterclaim.

33. Plaintiff denies Paragraph 43 of Defendant's Answer and Counterclaim.

34. Plaintiff denies each and every allegation of Defendant's Answer and Counterclaim not herein above specifically admitted, explained, and/or modified.

FOR A THIRD DEFENSE

35. Plaintiff incorporates herein the allegations of her First Defense not inconsistent herewith.

36. Plaintiff alleges that the Counterclaim fails to state facts sufficient to constitute a cause of action upon which relief can be granted against her and is, accordingly, barred.

FOR A FOURTH DEFENSE
(Failure to Mitigate Damages)

37. Plaintiff incorporates herein the allegations of her foregoing defenses not inconsistent here with.

38. Plaintiff alleges that Defendant has failed to mitigate his damages in the manner provided for by law. Such failure to mitigate is thus a complete defense and bar the Defendant's Counterclaim.

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FOR A FIFTH DEFENSE
(Unconstitutionality of Punitive Damages)

39. Plaintiff incorporates herein the allegations of her forgoing defenses not inconsistent herewith.

40. Plaintiff alleges that insofar as Defendant's Counterclaim seeks punitive damages, such damages violate both the United States and South Carolina Constitutions. As such, Defendant's claim for punitive damages is barred.

FOR A SIXTH DEFENSE

41. Plaintiff incorporates herein the allegations of her forgoing defenses not inconsistent herewith.

42. Defendants conduct, delay, and misrepresentation are inequitable, unfair, and Defendant should be estopped from alleging the change to the contract and the sale. Therefore, Plaintiff alleges estoppel as a complete bar to Defendant's Counterclaim.

FOR A SEVENTH DEFENSE

43. Plaintiff incorporates herein the allegations of her forgoing defenses not inconsistent herewith.

44. Plaintiff alleges laches as a complete bar and defense to Defendant's Counterclaim.

FOR AN EIGHTH DEFENSE

42. Plaintiff incorporates herein the allegations of her forgoing defenses not inconsistent herewith.

43. Plaintiff alleges the statute of frauds, statute of limitations, and waiver as complete defenses to Defendant's Counterclaim and a complete bar to it.

45. Plaintiff reserves and does not waive any additional or further defenses as may be revealed by additional information that may be required or acquired in discovery or otherwise.

WHEREFORE, having fully answered the Defendant's Counterclaim, Plaintiff prays that it be dismissed costs and for any such other and further relief as this Court shall deem just and proper.

The Ward Law Firm, PA
Attorneys for Plaintiff

s/Jason M. Imhoff
Jason M. Imhoff (SC Bar No: 69355)
The Ward Law Firm, PA
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Telephone: (864) 582-3075
Facsimile: (864) 585-3090

December 12, 2018

ELECTRONICALLY FILED - 2018 Dec 12 3:06 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

COURT OF COMMON PLEAS

PATRICIA MILLER,

PLAINTIFF,

-VS-

DAVID MEEKS,

DEFENDANT.

TRANSCRIPT OF TESTIMONY

(2018CP42-3639)

Spartanburg, South Carolina

(WEBEX HEARING)

REFERENCE HELD: APRIL 26, 2021.

B E F O R E: HONORABLE GORDON G. COOPER,
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

THE WARD LAW FIRM
BY: JASON MICHAEL IMHOFF, ESQUIRE
Attorney for Plaintiff.

GARY L. COMPTON, PA
BY: GARY L. COMPTON, ESQUIRE
Attorney for the Defendant.

Sarah Hollis, Court Reporter

THE COURT: We go on the record in the case of Patricia Miller, Plaintiff, versus David Meeks, Defendant. Case Number 2018-03639. The Order of Reference has been signed in the case. The appropriate pleadings have been filed with the Clerk. The Plaintiff is represented by Mr. Imhoff. The Defendant is represented by Mr. Compton.

MR. COMPTON: Yes sir. This is Mr. Meeks here behind me.

THE COURT: All right. Then I will not expect them to come in individually. All right. He has got Mr. David Meeks and Lucia Meeks with him in his office. Okay, Mr. Imhoff is on his way in the door and it looks like - - -

MR. IMHOFF: I am sorry. I was in that waiting room. I didn't realize that I had to push a Button to get in here. Good afternoon, Your Honor.

THE COURT: Good afternoon.

MRS. BOASI: Kathy Boasi, is here.

THE COURT: All right. We don't see you yet.

MS. BOASI: I am sorry, We are having technical difficulty. I apologize.

THE COURT: Well you can listen to us.

MS. BOASI: Yes sir. Oh, there I think I am. Okay. And Patricia Miller, my mother is here.

THE COURT: All right.

MR. IMHOFF: Your Honor, if I may. Kathy you don't have to have the video or the volume on. I don't think the Judge is going to take testimony but if we need you to appear or to talk we will let you know. So if you just want to turn the video off and mute it, that will be fine.

MS. BOASI: All right.

THE COURT: All right. Are we ready to go, Gentlemen?

MR. IMHOFF: Yes, Your Honor.

THE COURT: This is Case Number 2018CP42-3639. Patricia Miller versus David Meeks. And we are here today on the Motion for Summary Judgment filed by Mr. Compton. Is that

correct? On behalf of the Defendant?

MR. COMPTON: Yes sir.

THE COURT: And Mr. Imhoff you don't have a pending motion or do you?

MR. IMHOFF: No, Your Honor. I did not think that it was appropriate.

THE COURT: Okay. All right, then if we are ready to go Mr. Compton, if you will proceed.

MR. COMPTON: May it please the Court, Your Honor. I would like to begin the hearing with a brief discussion of the origins of the case and the facts upon which the parties agree before talking about how we disagree. In 2007, the Plaintiff's son, Mr. Frank Clyde Miller, Jr., wanted to build a home near his parents' home on Hampton Road, which is in the Inman area of Spartanburg County. His father, Mr. Miller, Sr., hired Ralph Smith to plat a one (1) acre lot or 175 feet along Hampton Road several lots down from where he lived with the Plaintiff. That plat appears in Plat Book 161 at Page 664 in the Register of Deeds Office and that is Defendant's Exhibit H, of Mr. Miller, Jr's deposition. And Your Honor, I just wanted to point this out to the Court. I had delivered to Your Honor on January 7, six or seven documents and this was the first one that I was going to use when it was scheduled then.

THE COURT: All right. Hold on just one second and let me get that stack.

MR. COMPTON: Yes sir.

THE COURT: It was on another desk. All right, Mr. Compton go ahead.

MR. COMPTON: Your Honor, this is what that lot looks like. This is the one that was originally platted for Mr. Miller's son, Mr. Clyde, Jr., to put a house on. You can see that it is a regular rectangular shaped lot. It is 175 feet of road frontage and about 250 feet in depth. Mr. Smith prepared that plat and it was recorded and registered at the RMC Office, again Plat Book 161, Page 664. But after recording the plat, Mr. Miller, Jr., went to Spartanburg County and sought a permit to build but that lot would not perk. So he had to change his plans. His testimony was it would not perk, that was in his deposition, Your Honor, which is in the Court

record at Page 19, well Pages 19-21. So while the plat was on the record the lot itself was never deeded by his father to him. And so when it didn't perk Mr. Miller, Sr., had Mr. Smith draw another plat. And that plat appears at Plat Book 161 at Page 709, and it looks like this, Your Honor. It is point ninety seven (.97) acres and it adjoins this first lot but the line side of this lot is joint property line of the first one that I showed you which is the regular rectangular shaped lot. This one directly meets the first lot. This lot did perk and Mr. Frank Miller put a house there. Three years later, in 2010, is when the parties entered into a signed contract to buy certain acreage in and around these lots that we have just been talking about. And that buy and sell agreement looks like this, Your Honor. I don't know whether you have that but that is a recorded document. Is that it?

THE COURT: Yes, that is Exhibit 1 to the deposition of Patricia Miller.

MR. COMPTON: Yes sir. That is right. And this was just a form buy and sale agreement and it was prepared by the Defendant, Mr. Meeks. And it describes the property to be sold as follows: All that property that adjoins Frank C. Miller, Jr., and Roy McGraw and joins Hampton Road and continues to the center of the creek at the lower end of the property. Mr. Meeks as the purchaser of this property hires Ben Souther, a local surveyor, to do a survey on the property. And that plat appears in Plat Book 165 at Page 309, and it looks like this Your Honor. That is one of the - - that is Number 4 that I sent you on January 7. And it is Exhibit 6 to Mr. Settle's deposition. And it shows a four point four seven (4.47) acre tract at the boundaries. Now on that plat, Your Honor, I would like to point out - - do you have this one in front of you?

THE COURT: I do.

MR. COMPTON: Okay.

THE COURT: We lost Mr. Imhoff.

MR. COMPTON: Jason are you there?

MR. IMHOFF: I am here. I am here.

THE COURT: We lost your video. Go ahead he can hear it.

MR. COMPTON: Your Honor will notice that on that one, it is the one that I sent you over on January 7th, you can see the first lot which is the even rectangular, regular rectangular shaped lot and it has got writing on it. It says Frank Clyde Miller, Jr., DD 89-E, Page 444. PB, Plat Books 161 at Page 664. And the map reference of 1-48-00-016.03. And then Number 2, is the second plated lot by Mr. Smith directly to what is - - but it has no writing on it. You see a dotted line there but it has no writing on it. Your Honor, there is an immaterial dispute about the field work done by Mr. Souther but that an employee of his did the field work. And he presented some testimony as to what transpired in the field told to him by his employee that voices inadmissible hearsay so there is some disagreement about that but again it is not a material dispute actually. In any event, when Ben Souther sat down to draw a plat, when he went to the drawing board what he did was he picked up the first plat, that is at Plat Book 161 at Page 64 from the public records and assumed that was the lot that was deeded to Mr. Frank Clyde Miller, Jr., by his father rather than the one that didn't get to the west which was actually the one that his father deeded him. So when the property description says all of the property that adjoins Frank Clyde Miller, Jr., Mr. Souther thought that referred to that regular rectangular lot, which was not, in fact, deeded to his son at all but that was still his. Still in his name and he had not deeded it way. The notations on the side of the plat, where it notes that Frank Clyde Miller, Jr., owns the property and that is not correct. The deed book refers to the adjoining lot where his father deeded him the adjoining lot, the second plat and the map reference number is actually the map reference number for one directly to the west. So everything on there is wrong except the plat book reference. The plat book reference is correct on Lot Number 1 but otherwise the plat is incorrect about that and so he drew the boundary which is the western boundary of the lot, of the tract that he purchased. It is 175 feet from where it is supposed to be. That, Your Honor, was a pretty easy mistake for a surveyor to make. He was looking at the property records, he was drawing it up in his office and

he was going by the plat, there were two plats. One was correct and one wasn't. That was quiet an easy mistake for him to make. It was an even harder mistake to catch. If you are not familiar with surveys or you are an opposing attorney or you are one of the parties it was easy to look at that and say well it appears to be correct. And everyone thought that it was correct at the closing but everyone was wrong about it because at the time, of course, it was in fact incorrect. But any way, on July 15, 2010, the closing took place at Attorney Josh Henderson's office. The property was deeded from the Plaintiff to the Defendant and it references that plat. And the deed book is at 96-Q, at Page 506. Now, Your Honor, the problem of the most significant fact here is that within days of that closing Mr. Meeks and some of his employees went to the property and erected a chain link fence around the property line between the two platted lots and I would like to show this again, Your Honor. This is the one that I have alluded to you on January 7. It shows a green line. The green line is where that fence is located. And that with out was within days of the closing. And here is a picture of it. This is an exhibit too. This is Frank Miller, Jr.'s deposition. This shows the chain link fence which you can see it is within feet of the corner of what was Mr. Miller's home. So it was clearly built on that 175 feet closer to Mr. Miller's house than was shown to be the property on the Souther's plat, the closing plat. And again that went up within days of the closing. And it is acknowledged, Your Honor, in this case by the Plaintiff, by the Defendant, by the Plaintiff's son, Mr. Frank Clyde Miller, Jr., and by Mr. Ben Souther that this chain link fence is located upon real estate which was intended by the parties contract to be deeded to the Defendant, Mr. Meeks. The Plaintiff in her deposition on Page 19, lines 1 through 9, says that fence is clearly in the right place. And of all of the real estate east of that fence line is the property or is agreed to be the property of Mr. David Meeks, the Defendant. Mr. Frank Clyde Miller, Jr., in his deposition which is probably the most important deposition in the case, Your Honor, this is the Plaintiff's own son, if he has a dog in this fight you would expect it to be on his mother's side but he testified clearly on Page 36 at lines 15 to 37, Page 37

line 25, and excerpts of those are attached by memo on behalf of Mr. Meeks, we filed it in September 2019. It was always his understanding that fence was where it was supposed to be and that no one ever in his family, ever objected to it being there in the (8) years after its construction and before this case started. Nobody complained about it being in the wrong place, it not being on Mr. Meeks' property, and not being on what everyone considered to be the property line. And both parties assumed the proposed, that the Souther's plat depicted the correct western boundary. In fact, it did not, both of them testified to that under oath, clearly and convincing without any doubt and that is the subject upon which we all agree. That is not in dispute. That is why Judge Knie when she noticed that everybody agreed upon that said well this deed is obviously wrong and it has got to be reformed. So now, where we disagree. When we discovered the survey was in error here, Your Honor, we asked well I asked Mr. Souther on behalf of the Defendant to prepare an exhibit plat which he did for me and it looks like this. This is Defendant's Exhibit 4 to the Frank Clyde Miller, Jr.'s deposition and I think this is everywhere throughout the record, Your Honor. But if you could get your hands on that, that is what we are going to talk about next. This is Numbers 5 and 6 of what I sent you on January 7. If you will note the lot that says Manzanares, LLC. Manzanares is a LLC, that is owned by the Defendant Mr. Meeks. And he purchased it, the way this all came about is he purchased Mr. Clyde Miller, Jr.'s lot there with the house, because Mr. Miller moved to Columbia. And you can see on this one, Mr. Souther puts the right map reference number but that is the map reference number on the closing plat but it is on the lot next door. The regular triangular or rectangular shaped lot which was not parcel 03 but it is a part of parcel 00, I guess, 14-08. But I mean he has got everything right on that - - well the Manzanares lot has all the correct representations but you will see that this was the exhibit to Mr. Miller's deposition. And I asked him to put an "X" there where and you will see an "X" and an "A" where that regular triangular lot was, the property that was never deeded. That is where that was. And I asked him - - he is a

licensed realtor by the way. I asked him to describe for me or to show me on this plat right here what he assumed his mother sold Mr. Meeks in 2010 and what he always thought that Mr. Meeks owned and what he considers the property description in the parties buy and sell agreement to say was being deeded. And that is what is outlined in red on this plat. I also prepared another one that has got a bright red outline on it but I think this is the one that clearly shows what the property description and contract describes to be sold. Now, so while we agree on the extent of the bulk of it. It is just this little notched piece right here at the bottom. It is about a half acre that is to the south of the Manzanares lot. Mr. Meeks testified that when he put the fence up he put it all the way, he put it in a straight line from Hampton Road to the McGraw line because Mr. Miller, Jr., was kind of upset about this transaction. He did not want his mother to sell this property. He knew that Mr. Meeks was buying it as a goat pasture and that is what it is being used for today. It is a goat pasture. And he didn't want goats that close to his house. And he didn't want her to sell it. And so when Mr. Meeks put the fence up he didn't fence in that part of the property because he knew that Mr. Miller was upset about it. He didn't want to antagonize him any more by putting the fence up in his back yard and he had two young sons who liked to camp out back there and shoot fireworks and play back there and he didn't have a problem with that at the time because he didn't really need it at the time and he couldn't get to it at the time and so he didn't fence it in. Mr. Miller stated clearly that he always knew that was Mr. Meeks' property. Attached to his deposition, Your Honor, is some copies of emails between him and his sisters that suggest that they knew it, too. That the whole family knew that was part of what was being sold even though it wasn't fenced in, it was sold and it is pretty clear a part of the property described in the parties contract. In Mr. Souther's deposition, Your Honor, I asked him specifically on cross examination, I think his cross examination is important in that deposition. I asked him specifically did that little half acre of land on the southern end of what is the Manzanares plot now. Is that described in the buy and sell agreement and he said yes. So

it was not fenced in. It was a part of what was described in the contract. And that is all we are arguing about today, all that the evidence indicates and the testimony in the deposition show that we are arguing about today. It is a half acre of land, locked land, but that is clearly land that was sold to Mr. Meeks at the beginning.

THE COURT: All right, Mr. Imhoff, response?

MR. IMHOFF: Sir?

THE COURT: All right. Mr. Compton were you finished?

MR. COMPTON: I am not quiet finished, Your Honor.

THE COURT: Oh, I am sorry. I thought you completed. Continue.

MR. COMPTON: I would also point out, Your Honor, that attached to Mr. Souther's deposition is where he describes - - I asked him to review the property description and show and he drew the fence line as being the property line. So I just wanted everybody to know that and he confirms that, too. That is pretty much it, Your Honor. I would like to briefly address things that the Plaintiff put in her memo in opposition to our motion. Number 1, she began by saying the Plaintiff agrees to sell three (3) acres of land. That was not pled in the Complaint. And the first that we heard of that was at her deposition when she said that she was only supposed to sell three (3) acres but as the Court knows the Statute of Fraud does not allow the Court to look beyond the four corners of the parties contract and it doesn't say anything about the amount of acreage to be conveyed. And second, I can reiterate the testimony of the parties, in fact the five witnesses, one of them is the Plaintiff's own son and the surveyor say the plat was inaccurate. Judge Knie has already ruled that an agreement exist among the parties that the plat is inaccurate, by the two fact witnesses. And therefore, the deed should be corrected. That is the law of the case presently and a ruling contrary to that fact would not be appropriate at this stage. The significance of the brief, may very well be an issue on appeal. I don't see how because everybody has kind of agreed to it. But at this stage I don't think that it is proper for a Court t

deny the reformation of the deed altogether. And finally, the Plaintiff raised the defense of laches for the first time in this brief. That is not pled either, that it must be an affirmative defense. But finally, if anyone should have a laches agreement or an argument it should be the Defendant because he put a fence up eight (8) years ago or eight (8) years prior to the commencement of this action and the Plaintiff who lives right up the street drove by it every day and never raised an objection to it. In the meantime, he has got improvements back there and a barn and all kind of structures that she is asking now that he remove or that they be destroyed and so I think laches, if at all, should apply here in favor of the Defendant. He always thought that he was on his property, so he couldn't have been sitting on his rights by doing what he did. That is all I have, Your Honor.

THE COURT: Mr. Imhoff.

MR. IMHOFF: Yes, Your Honor, thank you. I am going to try to be a little more technologically advanced, if I can. Your Honor, with all due respect to Mr. Compton, we couldn't disagree more about all of that. The fact, he made statements that we agreed with him or there was only one thing that we disagreed with and not that we completely disagreed with him. Can you see this plat, Exhibit Number 11?

THE COURT: Yes.

MR. IMHOFF: I am trying to share my screen with you, Your Honor. Let me start with this. So that you can see exactly how we disagree and how there is an issue of material fact. And If I may, Your Honor, I am getting a lot of kick back. Can I ask Ms. Boasi and Mr. Compton to mute their feed., please.

THE COURT: All right.

MR. IMHOFF: Thank you. That is great. Your Honor, if I may I am going to try to show you Exhibit E. Frankly, I can't because this is in the way. Technology is so great I can't get to my documents because that is in the way. That is kind of amazing. The documents are all on top of

this, Your Honor. And the software is right in the way. So I am not sure how to do this.

THE COURT: What is the exhibit that you are wanting to show?

MR. IMHOFF: There must be a way to get rid of this. So I can actually click on different documents when I share my screen. Maybe if I do this. I am sorry, Your Honor. It is Exhibit Number E. And Your Honor, if you go to Page 69- - -

THE COURT: Of what?

MR. IMHOFF: Of Exhibit Number E, Your Honor. And if you look, I have it up now if you can see it. Are you with me?

THE COURT: Yes.

MR. IMHOFF: I asked Mr. Souther's about his 2010 property survey. Your Honor, I said, question, But you stand by where you put your property line here at Exhibit Number 6. The "A", he said yes sir. That is where we were asked to put the line. I said by who, he said by Mr. Meeks. Your Honor, if you look over at Ben Souther's 2010 plat, Your Honor, the property line is right here. He testified in his deposition that this is where that property line should be. His plat is correct and he was told to put that property line at that location, Your Honor, exactly the opposite of what Mr. Compton just argued. Going back to his deposition, Your Honor, Exhibit E, if you scroll down to page 88, line 17. I asked him more directly. Why did you put the line here at notation "A" on Exhibit Number 5. We believe that is where the party wanted the line placed. The party being who. Mr. Meeks. Your client, yes. And you put sticks and flags out on that line at "A" on Number 5? Yes sir. And did you leave them there when you were done? Yes sir. Mr. Compton has suggested that immediately after your survey to transfer this property Mr. Meeks put a fence here at your yellow "X". Do you know if your stakes and flags were still at the survey line you did at notation "A" on Exhibit Number 5? I can only speak to them being their when we left the site during the survey on or about June 21. Your Honor, what we are talking about there is again Mr. Souther testified very clearly that he was told to put the property

line here. He put stakes and flags here. He was directed to do that by Mr. Meeks and he left the property line here, Your Honor. What they are asking you to do is to find that there was a mutual mistake by the two parties. That there is no genuine issue of material fact and Mr. Meeks after hiring the surveyor, preparing the contract, and hiring the attorney to close those, should now get an additional two point one two (2.21) acres of land, right here. And I want to go back and I should have started with this, Your Honor, but the standard for a motion for summary judgment is that there is no genuine issue of material fact. There is clearly an issue of material fact here. Additionally, for the Court in Equity to grant this summary judgment for a mutual mistake and change the property lines, I put this in my brief, Your Honor, for the moving party, Mr. Meeks, must approve by clear and convincing evidence that the parties, not Mr. Meeks, that the parties intended that the deed shall convey certain property and by a mistake in the drafting, the conveyance did not represent their intention. Not one parties' intentions, Your Honor, but their intentions. And this property has been owned by Mrs. Patricia Miller since 2010. This is the property here in blue, where there is a barn, that Mr. Meeks bought. All of this property has been owned by Patricia Miller since 2010. All of this property, but especially this part back here. All of this property. Mr. Meeks is asking you to determine that Mrs. Miller made a mistake and what she meant to do in 2010 is not to sell four point four seven (4.47) acres but to sell this additional two point six (2.6) or two point seven (2.7) acres, taking it up to a sale of approximately seven (7) total acres. Again he is asking you to find that she agreed and made a mistake to sell seven (7) acres. And that is why Mr. Compton said earlier that they had just found out about this three (3) acres which Your Honor if you go to Exhibit G, the deposition of Patricia Miller, Page 10, Your Honor, which is attached to mine but I will read it to you and if you can see it I will show it to you right here, okay. Line 12, I apologize. I am a little bit ahead of myself. Question, I see. You thought that it was three (3) acres? God is my witness, I thought that, yes. I know it was three (3) acres. Okay. And I don't know how that got on

there. I never saw that before today. It was three (3) acres that I sold him and he knows that. Okay the contract that you had from him does not state any acreage does it. I don't really know. I thought that it does. It was supposed to. And she goes on, Your Honor. I am sorry, I was on Page 11. But she goes on and on. I am going back to Page 10, I apologize. But you know, I remember three (3) acres. Three acres not four point four seven. No ma'am. Huh-huh. Okay. Just three acres. Kathy, yeah. That is my signature there now. That's my signature. Okay. That is your signature. Yeah, but I did not see that. It was supposed to be three (3) acres. And so, Your Honor, to make this motion and to be successful on this motion the parties had to have a meeting of the mind to what was going to be sold. There is clearly testimony and evidence in this case that they did not actually agree on what was to be sold. The only way that this motion should be granted, Your Honor, is that both of them admit what was supposed to be sold. And, there was simply a transcription here. But Your Honor, let me get a little bit more in depth about what happened here. Mrs. Miller agreed to sell this property right here on Exhibit H, to her neighbor, Tillman Gibson, with this property. So in 2018, there was a contract signed, an agreement signed and a survey was done showing this was Mrs. Miller's and she was signing it to Mr. Gibson. Mr. Gibson was going to purchase this property and Mr. Meeks walked over and found out about it. And Mr. Meeks that weekend, Your Honor, put a fence all the way around this part here. And the reason that is important, Your Honor, is you heard earlier that he put a fence on the property that went straight from Hampton Road up here straight back to Mr. McGraw's property. He never ever claimed this property here or here. He can fence it. We don't think he ever walked it. It wasn't in his name. It wasn't on a deed. He never claimed this property before 2018. If in fact, Mr. Compton's argument is correct that Mr. Meeks thought that he owned this property back here that is undermined by both Mr. Souther's deposition testimony that he wanted the property line to be straight back, either here or here. And Mr. Meeks behavior over the last eight (8) years that he never walked or fenced or otherwise

purchased this. Your Honor, I think that the standard in this case would prevent summary judgment. We do not believe that this is a mutual mistake. The four point four seven acres were transferred. What the Defendant is now asking the Court to do is to grant an additional two and a half acres for free to Mr. Meeks because he made a mistake back in 2010, which they are now trying to bootstrap as a mistake into a mistake made by Mrs. Miller. She was very clear in her testimony. She didn't make a mistake. She never intended to sell him six (6) acres of property or seven (7)acres of property. She was never told that she sold this property. She is very definitive in her position that this is her property and Mr. Meeks is trespassing on it, this part, since 2018. Your Honor, I would also like to state that I don't think Judge Knie's order says what Mr. Compton said it says. It is simply referring the case over to you to decide about the property line dispute, which clearly there is a dispute. It doesn't say that a mutual mistake was made and therefore, this property needs to be given free and clear to Mr. Meeks. I will also state that Mr. Compton said in this quoted deposition in the case that Clyde Miller, Jr., obviously Mr. Miller and his mother, Patricia Miller, are estranged and he had absolutely nothing to do with the sale of any of these properties as you can see from Kathy Boasi's affidavit . She was the daughter that was present at the sale and the closing and she is here with her mother, Patricia Miller via webex. If I may, Your Honor, and this is an exhibit. This is what Mr. Meeks thought, with his survey, his contract and his closing. What he is asking the Court to do is to give him all of this property over here, half of which he has never fenced before, for free. And there is plenty of evidence, in this record, Your Honor, which I stated in my brief that Mr. Souther was told to put the property line here. That they put flags and stakes here and he was never given this property, this property or this property. And so Your Honor, I would argue and state that I do not think that this meets the level of a motion for summary judgment. There are clearly genuine issues of material fact and also the Defendant can not show by clear and convincing evidence that this was a mistake in drafting and that the parties agree on what was to

be sold. Again Mrs. Miller testified very, very clearly she was not selling seven (7) acres for fifteen thousand dollars. And Your Honor, I will take any questions. I have never done that before and I hope that went ahead with the technology. But I will answer any questions that you have.

THE COURT: That is fine. Mr. Compton any response?

MR. COMPTON: Yes sir, Your Honor. May it please the Court. With respect to the issue of the survey by Mr. Souther. If the Court would read his deposition testimony carefully the Court will see that he never went to the site. He did not participate in the field work at all. He said that he had never been out there until Mr. Meeks went to him in 2018 or so and said there is a problem with the survey. Which is when he said well let me go out there and take a look. Now Mr. John Pruitt that worked for him he said did the field work and came back and showed him presumably how to draw this plat. Now obviously, and I didn't intend to humiliate Mr. Souther' deposition, but he did admit that the survey was in error. And I pointed out those areas and have a long map reference number on the line, Your Honor. And he said that Mr. Meeks, well what he was saying was that Mr. Meeks told Mr. Pruitt who told him that this is where you put the - - -

MS. BOASI: We can't hear. We can not hear.

MR. COMPTON: Keep that in mind, Your Honor. I do want to point something out. That is Exhibit Number 6 to Ben Souther's deposition. There is a highlighted line on there that runs on the western side along the boundary. I asked Mr. Souther to tell me where it was that the contract said that was the property line, where it should be. And that is what he drew. He highlighted all around there what he considered to be clearly the part that the contract called for to be sold. And that is why all of those yellow lines are on there because that is what I asked him to do on cross examination. Now he did not include the property you will see under what is shown as this lot. He did not include that but I asked him specifically about that and I would ask the Court to look at our exchange on that and how he confirmed that the property description in

the contract did, in fact, include that half acre underneath there. Now, Your Honor, with respect to whether or not there is a genuine issue of material fact. As to that issue of whether that fence was in the right place is in fact, it is still there, if in the right place it is on the agreed upon property line. It is also where the plat shows, there is some drawing or you know, is that fence where the parties agreed that it was supposed to be when they did this contract during the closing. I would refer, Your Honor, to the Plaintiff's deposition at Page 18 and I have to say that I am a little embarrassed. It is probably a generational thing. I can not put these deposition pages up like Jason is doing. I really wish I could. But I don't know how to do that so I am just going to read to the Court. On Page 18 of her deposition. Starting with Line 14. I said so when he first bought it and he put the fence up and put the goats in there - - that is the big part. Question. Let me finish my question. On the big part. Answer. Uh-huh, affirmative response. Question. You didn't have any problem with it at that time. Answer. No, no, no, no, no. Okay. Answer - because I - - - question and it was only until about a year or so ago that he - - - answer, yeah, but I noticed that he was coming out and taking more. Question, expanding the fence. Yeah, you can't do that. My husband worked 30 years to make that payment and now he is in a nursing home. That is for my children. Question. All right, but - - - answer, not for goats. Question - but where he put the fence to start with. Answer, no, that is fine. Where he put it on, that's fine, because he bought those three (3) acres. She still again is saying that it has got to be three (3) acres. It has got to be three (3) acres. Clearly she is saying that the fence is on the property line but nothing on the other side of the fence. She has mentioned that, so there is no genuine material issue of material fact as to that. And again, Your Honor, with regards to the three (3) acres the Court can not look beyond the four corners of that document. The Court can not insert with parol evidence any additional provisions of that contract. So for her to come in here and say well I only intended to sell him three acres. That is not the subject, that is not even the subject of an allegation in her Complaint, let alone a part of the contract that she agreed to when

she agreed to sell this property. So it is too late for that. The Plaintiff and the Defendant agreed that the fence is where it is supposed to be. The survey says that it is where it is supposed to be now and so there is the Plaintiff's son. And as to that, there is no issue of material fact, period. There is no dispute. It is not by the preponderance nor any reasonable doubt. There is no doubt about it. Your Honor, the Circuit Court has asked you to determine the property lines that the parties agreed in their buy and sell agreement, to do that. That is the purpose of this. All of these witnesses have testified already. I assume that Mr. Imhoff would like a trial on this and have all of these folks come to the courthouse and testify again. I don't see that is necessary, the testimony is before the Court. It is a motion for summary judgment and I realize what the rules are about that but I don't feel that there is any need to take testimony. Maybe, he thinks that there is. The parties have agreed on enough and the Court is in a position now without any further evidence or testimony to determine where those property lines are supposed to be according to the parties contract. And that is what we are asking the Court to do. She thinks, Your Honor, the Plaintiff thinks that she wasn't paid enough money for this property but theoretically, Your Honor, I would point out that in 2010 we had a different real estate market than now. That this was property, it was a small tract that it has got creeks and gullies on it. I am not sure that it was worth anything at that time let alone Fifteen thousand dollars. I don't think that it is worth much more than that today. A goat pasture is about what we are talking about. It is good for that and little else. But that is not a relevant consideration. It was her land and at that time she could sell it for whatever she wanted to. She could have given it away. That is all I have, Your Honor.

THE COURT: Mr. Imhoff any additional?

MR. IMHOFF: Yes, Your Honor, if I may. I am sorry I am just trying to get Mr. Souther's deposition back up here and it seems to have disappeared on me. Well, Your Honor, I must have clicked out of his deposition testimony but it is in the record. It is attached and he very

clearly says. I just couldn't disagree with Mr. Compton more about this. Mr. Compton just said that the surveyor said that the fence is in the correct place. And Your Honor, he said exactly the opposite. And I hope that you can see, Your Honor can you see my - - -

THE COURT: No there is nothing - - well there it is. Okay.

MR. IMHOFF: Again Your Honor, this "A" right here we had Mr. Souther write that "A" and write where the correct boundary is. And this is where he said the correct boundary is. I believe it is a yellow line, I think it indicates where the fence is. So he said the exact opposite of what Mr. Compton submitted to the Court. And I wish that I could pull his deposition up. I don't know where it went. But this is where he says the property line is and this is what he says the correct property is. And so Mr. Compton and Mr. Meeks are arguing that Mrs. Miller can not now at this late date argue that it only should have been three (3) acres, while at the same time arguing that it should have been seven (7) acres. And I don't know how you make that argument with a straight face that it has to be a for-free-fall. The Court's job is to give an extra two and a half acres to the Defendant and Mrs. Miller is barred from saying I didn't agree to sell all of this property. So I would point that out first. But there is clearly evidence in the record and in the brief attached that these folks did not make a mutual mistake and the property line should not move. Your Honor, I move to do that in case you are inclined to move the property line over to where the fence is. I believe this is where the fence is, Your Honor. If you are inclined to move the property line over to this point, I would point out again that all of the testimony and all of the evidence is that Mr. Meeks intended to make a straight line property marker with the fence from Hampton Road straight back to the McGraw property back here which is what he did here and is what this line is here. So there are actually two different parts to this lawsuit. The first is this area here, between what was transferred and the fence underneath "A". Can you see that Your Honor?

THE COURT: Yes.

MR. IMHOFF: This acreage was only fenced by Mr. Meeks in a reaction to Mrs. Miller selling it to Mr. Gibson. So even if the Court is inclined to believe that there was a mutual mistake which we neither admit or agree to and move the property line here there is absolutely no evidence in the record other than Mr. Meeks' testimony that he bought this property back here. It is not in the contract. It is not in the survey. It was not transferred pursuant to the closing or the deed. It was not fenced. He has never walked on it. He never put the goats on it. Mrs. Miller treated it as her own. She sold it to Mr. Gibson. If there was a mutual mistake as to the fence line here, the straight line, it does not include these properties back here. And Mr. Meeks's new 2018 fence and new goat pasture back here he has been trespassing now for three (3) years. Your Honor, the last thing that I would say is, if the Court gives any of her property to Mr. Meeks he simply gets a windfall. He gets an additional two and a half acres for free based on all of his mistakes from 2010, Your Honor. And I don't know if this is worth the goat pasture amount of money or a New York real estate amount of money. I don't' know if that matters to Mrs. Miller. She just knows that it is not his and she did not sell it. And so it should be up to her how much she wants to sell it for and we would ask the Court not to give Mr. Meeks the windfall as he prepared every document involved in this case for the 2010 transfer. Thank you, Your Honor.

THE COURT: All right. Are you gentlemen through?

MR. IMHOFF: Yes, Your Honor.

THE COURT: Mr. Compton?

MR. COMPTON: Briefly, Your Honor. Mr. Imhoff is arguing against the testimony of his client with respect to the location, the present location of the fence on the actual property line. And he is stuck with her testimony that I read to the Court out of her deposition. And so in his testimony today, if the Court is inclined to move the property line where his client has implied is the property line, she testified to that. As to the half acre that we say we bought then and she

says that we didn't, but there is a genuine dispute about it. I can only speak to the testimony of the surveyor which says that if you believe the property description in the buy and sell agreement, it includes that half acre as well. And the testimony of Mr. Frank Claude Miller, Jr., the son of the Plaintiff, who says that he always thought that he bought that but he always assumed that property belonged to Mr. Meeks as did his sister. Attached again, attached to his deposition, Your Honor, these are some excerpts of emails that were exchanged between Mr. Miller and his sister. And one of them says that she understood that, too. But this is a general description but it basically described all of the property in the area that surrounds the home of her son, Frank Claude Miller, Jr. So they said that was the property bought by Mr. Meeks, also. It is not just Mr. Meeks saying it. That is all I have, Your Honor.

THE COURT: All right.

MR. IMHOFF: Your Honor could I just briefly. Just briefly.

THE COURT: All right.

MR. IMHOFF: Your Honor, the surveyor did not say what Mr. Compton said he said. And if you would like for me to get his deposition and read it. What he said is, I don't know I could read the contract that way. I said are you a legal professor, you look at contracts for a living and he said absolutely not. We then asked him the question again and he said no, I didn't see the contract either way. I don't know what they meant. That testimony would never be admissible. It is not what he said. He essentially said no, at the end of the day. As to Mr. Claude Miller, Jr., yes he is Patricia Miller's son, but he didn't own any of this property. He didn't sell or transfer any of these properties. He wasn't at any of the closings for these properties. His testimony as a witness is questionable at best but I don't believe Mr. Compton's argument that those two people could weigh in on what the contract was between two adults or any matters as to any other witness or what any other claim was. I just don't think they can.

THE COURT: Mr. Compton the question that I have at this juncture is that from what your

statement was previously is that I have no option other than to do certain things by virtue of the order of Judge Knie. And I don't read, I have read that order several times and I don't believe that limits my ability to make a ruling in this case. Have I read it wrong? I think it is here for me to finalize what the property is.

MR. COMPTON: I think the Court has been directed by the circuit court to determine where the property line is.

THE COURT: Right.

MR. COMPTON: Yes sir. I mean, if given this particular situation in her conclusions, Your Honor, and I am just reading from the Order. It says, it has been agreed that the plat of the survey upon which the disputed property was deeded is incorrect, and therefore the correct boundary lines must be determined by the Court. It therefore, becomes an issue of law for the Court. My position is this, Your Honor. The circuit court's order does not give the Court the privilege of finding that there was no mutual mistake but that clearly there was. It is simply to determine he property lines as set forth in the buy and sell agreement. That is how I read it.

THE COURT: Well that is where I am having an issue as to what was really meant in that order. Because that being said I am hamstrung and can't rule the way that it should be ruled.

MR. COMPTON: Your Honor, I didn't get that. I am sorry.

THE COURT: I am saying that if that is what Judge Knie's ruling is saying then I am hamstrung into what I can rule. And I don't think that she sets specific guidelines for me to say the only thing I can do is "X".

MR. COMPTON: Well I understand. I understand the Court's position. I understand what you are saying.

THE COURT: And Mr. Compton what exactly in your motion at this point - - well what are you asking that I do, specifically? Grant a summary judgment as to what?

MR. COMPTON: As to the property lines. Your Honor, I guess that I am - - well it is my

position that all of the testimony is before the Court. If the Court wants to hear from the witnesses live, I suppose the Court can simply deny the motion. But it seems to me that there are matters here that are not in dispute and that are agreed upon by the parties and that there is nothing to keep the Court from at this stage determining what the proper property lines are and I would ask the Court to do that but if the Court is not inclined too, I suppose we could have a trial, I mean I don't mind coming over there - - all of the witnesses have been deposed. All of that testimony is in the court file. And I don't know where - - I suppose we should ask Mr. Imhoff if he wants a trial or if he is content to allow the Court to decide the case based upon the testimony that is in the record already.

MR. IMHOFF: I will have to talk to my client about that, Your Honor. But I think - - the reason that I didn't file a motion in response because I do think that there are genuine issues and material facts that Your Honor will have to let in. But back to your earlier question. I think Judge Knie did not mean what Mr. Compton reads in her order. I think she simply said there is a property dispute here which is better handled by the Master In Equity. I am certain that she was not making a legal decision that there was a mutual mistake made which would require the property line to be changed because that is not what she does and she made that clear that is what this Court does. So maybe we were a little bit, not caution enough to point out her language. I think that it was absolutely her intention for this Court to hear motions, trials and evidence as to what the correct property line is. Not the intent to set the law of the case. And tell you how to rule. But again, you know I would have to think about that. I think that my clients may be inclined to present all of the testimony and all of the evidence to the Court and letting you decide from all of this, Your Honor, and your reading of it as to what to do with this and then we can go back to the circuit court. But I don't think that it was an appropriate motion for summary judgment.

THE COURT: Well there is

MRS. BOASI: Your Honor - - -

THE COURT: Well there are certain things - - I don't know who that is speaking but whoever that is they are not properly speaking and I will not allow it. There are certain things that as a matter of real estate law and the interpretation of going from a contract to the deed and those things that are well ascertained here regardless of what all the prefatorial stuff is. Now I mean I have reviewed this file and I have looked at it since it came over here and looked at everything in here. And if you want me to make a ruling on the - - well not necessarily the summary judgment but on the issues we can convert it and we will just do it.

MR. IMHOFF: Your Honor, is there any questions that you would like to ask or evidence that you would like to see?

THE COURT: I don't think that there is any - - what other evidence is there documentary?

MR. IMHOFF: I don't think that there is. I assume we can agree on. I am not sure documentary but there isn't anything else, Your Honor. It is what we have had in front of you. What you have in your file, I believe.

THE COURT: And what I am looking at is the originally hand drawn contract, whoever drew it, and then there was a closing with Mr. Henderson. And at that point there was a recorded plat or the plat was referred to in the deed and that is what the parties closed on. And apparently from the deposition, the plat was actually put on the ground . The stakes were put in the ground. And Mr. Meeks went out there and put a fence in based on those survey stakes. Unless, I am reading it totally different but that is my understanding. How else would he have known where to put the fence in without survey stakes?

MR. IMHOFF: The testimony, Your Honor, from Mr. Souther was that the stakes were put in one place and then Mr. Meeks went out there and put a fence in a different place. That testimony has been given to you in the record, Your Honor.

THE COURT: All right.

MR. IMHOFF: But we can read it. - - -

THE COURT: I understand he put the fence along the stakes that were left there by Mr. Souther.

MR. IMHOFF: He actually put it about a hundred and seventy five feet over, closer to Claude Miller, Jr.'s house. Would you like for me to show you the plat again, Your Honor?

THE COURT: No, I have got it here. So when he went out and put the fence in right after the closing it was not pursuant to where the stakes were?

MR. IMHOFF: According to Mr. Souther which Mr. Compton has issues with his testimony but that is Mr. Souther's testimony.

THE COURT: Okay. But the stakes were put in the property pursuant to the plat?

MR. IMHOFF: According to Mr. Souther.

THE COURT: And located on the ground?

MR. IMHOFF: Yes, Your Honor. According to Mr. Souther.

THE COURT: Okay. See the problem I have is that we all know that once you have a contract to purchase a piece of property, once you go to closing everything is incorporated into the closing documents including the deed and the transfer of title. So the issue I am having in this case is that you had a contract that was just not clear at all, you could read it all different ways if you want to, but once it went to closing at Mr. Henderson's office, you have a deed, you have a plat that was referred to specifically in the deed as being the property actually being transferred. So that is the issue that I am dealing with. It is almost like, how else could you look at it other than to say that the property transferred is the property referred to in the deed and the plat that was referred to in the deed.

MR. IMHOFF: Your Honor, may I say something?

THE COURT: Sure.

MR. IMHOFF: I am not a property lawyer by any means, you know this law so much better than

I do, but that is what it would seem to me. That there are two ways to reform that deed and change what happened at the closing. And the first would be the motion that you just heard, which was a mutual mistake, which I don't think the record suits or adverse possession which also doesn't suit. So I would agree with what you are saying that what happened is who owns the property. What is filed is who owns the property. And to undue that we would have to do all kinds of fascinations and different kinds of laws to undue that. And I think that is what you are saying?

THE COURT: Well that is where I am headed with this and it probably will not change if we go to a full blown three (3) day trial. At the end of the day, I don't think that I am directed to redraw these lines by Judge Knie's order. And I don't think that I am directed to undo a recorded document even though Mr. Compton's client says well there are supposed to be - - well the property was surveyed and they all went to the closing in the attorney's office and the plat was referred to and listed whatever acreage and that is what it is. And I have yet to see anything in the documents that I have reviewed and I have reviewed every document that you gentlemen have provided and also everything that was filed. So that is why I am saying I am giving you the option of saying that is what - - well however this works out that would be my ruling as to a hearing if we were on down the road or if you know it was before me before June 30th or today, ,I don't see anything in there, anything in these documents that tells me oh, wait a minute, wait a minute, we were horns waddle and we didn't know who was doing what. But if the property was properly surveyed and Mr. Souther's was licensed, regardless of who actually did the ground work, his name is still on them. The stakes were in the ground and when he left it the stakes were in the ground. They went to a closing and everything was incorporated into the closing documents. You have got a deed. You have got the plat referred to in the deed for four point whatever acres. I am obviously missing something.

MR. IMHOFF: Your Honor, we will be happy to take that ruling today based on the documents

that have been filed as to our property lines. We will be happy to take that ruling today. And that would send us back to the circuit court with exactly what we believed and what we have asked for.

MR. COMPTON: Your Honor, we still have a problem with the plat that is wrong. The parties relied on it at closing and they agreed to this plat. But it doesn't set out the correct property lines and there is information on the plat that is incorrect and they have agreed upon the western boundary but it is not shown on the plat. I think the Court's job is to determine what the parties really intended to do and it was not to buy the property shown on that plat or sell that property that is shown on the plat. That is the mutual stated fact. That is what the Court needs to correct to determine what was the actual agreement of the parties. It is not referring to the survey shown here. Mr. Meeks is entitled to the property that he paid for which is described in the contract and he didn't get that. And so I don't think that it a simple matter of simply saying we have a deed and we have a plat when both parties think the plat is wrong, assuming that is the property that was sold. That is not what the case is or should be about.

THE COURT: And I understand what you are saying but that contract, once there is - - well I can't tell you how many cases are out there regardless of what the contract says. Once you go to a closing and you have got the deed. You have got all of the documents and they are properly done. There is nothing in there that suggest that they are not properly done. That Mr. Henderson didn't do his job. Everything is incorporated into that closing and what went before is no longer, it is now the deed and the plat.

MR. IMHOFF: We agree, Your Honor.

THE COURT: Well the point is that is where I would be going six months, well two months down the road or a year from now. I have not seen anything in here that would suggest - - I mean everybody was at the closing - - -

MR. COMPTON: Sir?

THE COURT: Everybody was at the closing. Right? The buyer and seller were at the closing, sitting at the table.

MR. COMPTON: But was mistaken, everyone was mistaken about the plat and about what was to be deeded - - there wasn't an agreement, there was not a meeting of the minds between the parties at the closing about what was supposed to be sold or what was being purchased.

THE COURT: Well did either of the parties - - -

MR. COMPTON: And that is the testimony of all the parties here and all of the witnesses. So I don't know how the Court can ignore that. The Court has to give some credit to that testimony.

THE COURT: I - - -

MR. COMPTON: That is the testimony of both parties.

THE COURT: But there was no deposition of Mr. Henderson?

MR. COMPTON: I didn't get that, Your Honor.

THE COURT: Mr. Henderson's deposition or there was not a deposition of the closing attorney, Mr. Henderson.

MR. COMPTON: I am sorry, Your Honor. If you are asking me a question I am not getting it through- - -

THE COURT: No one took Mr. Henderson's deposition is that correct?

MR. COMPTON: Nobody has taken his deposition.

THE COURT: Okay.

MR. COMPTON: I am sure that he would say that he assumed the plat was correct, too.

THE COURT: All right.

MR. COMPTON: He didn't know any better.

THE COURT: Well I think it is a - - rather than set this case further and word it as you may want to or you can but I would be inclined to have and the thing is going to go back, well the case is going to go back to the circuit, Judge Knie, for additional issues. Is that correct?

MR. IMHOFF: Yes, Your Honor.

THE COURT: So my sole function is to make that determination and my determination would be either now or later that the parties had a hand drawn contract that was not clear but they both went to a closing. A deed was signed by the seller which incorporated and referred to a recorded plat. The plat was set out on the ground by stakes and nobody objected to it. Well obviously Souther did not do this in the middle of the night. There were markings being put there. Everybody saw it. So regardless of that, that plat was in place prior to the closing and at the closing it was incorporated into the deed. So my ruling would be then, as it is today, that is it. That is the property that was transferred. What was referred to in the plat and there is no mutual mistake because once you have that closing with a deed and a plat, that is it.

MR. IMHOFF: Your Honor, we would ask that you make that ruling subject to any additional information Mr. Compton wants to provide the Court to sway your ruling but we absolutely agree with what you have said.

THE COURT: Well I don't know how - - well either I am denying or not denying Mr. Compton's motion for summary judgment but what I am doing is I am taking charge of it and saying this is what my ruling would be regardless of what you call it. And I think - - -

MR. IMHOFF: Your Honor, I didn't want to file a motion for summary judgment because I don't think it meets the standard, necessarily. But I am happy to do that, otherwise, I would just ask that we meet again and have a hearing of whatever kind anyone wants in the next couple of weeks so that we can resolve this. But I don't know if a motion for summary judgment would have been helpful today. I thought that it was a question of a genuine question of material fact.

THE COURT: Well in my mind there is none but only to the point of what I would rule. Do you see what I am saying.

MR. IMHOFF: Yes sir.

THE COURT: Now once you gentlemen have had the chance to kind of digest and whatever

what I have said as to where I would go, if you want to add anything or reset it for a hearing or whatever, I will not make a ruling but I am giving you a roadmap of what my concept of this case is and where it would end up whether I ruled today or ruled at a full blown hearing because like I have said I have read everything and looked at every document.

MR. IMHOFF: Mrs. Kathy what would you like to do? I mean I can file a motion for summary judgment this afternoon if that is the vehicle that we need. If Mr. Compton doesn't agree for a ruling today - - -

THE COURT: Well - - -

MRS. BOASI: What is your recommendation Jason?

THE COURT: Who is that?

MR. IMHOFF: Who said that?

MRS. BOASI: Oh, I apologize. I thought that you were questioning me.

THE COURT: No, no.

MR. IMHOFF: No. Just go back on mute if you would. I will call you after the hearing, Kathy.

MRS. BOASI: All right.

MR. IMHOFF: That is Mrs. Miller and her daughter, Kathy Boasi, Your Honor.

THE COURT: Okay. All right. That is fine. But what I am saying is if additional matters, well lets say that the real meaning of Judge Knie's order was go down to the Master and have him determine what it is. Well this would be what my response to that would be.

MR. IMHOFF: Yes sir.

THE COURT: That the everything was incorporated into and made a part of the closing. Once you go to closing that is it. And if you are not - - well especially in this case where you have had a survey and the survey was put on the ground and then take it back up and have her deal with whatever but my limited issue was what I just thought I told you which way I would be going.

So you gentlemen are the experts. You figure out how we do the next step but I am trying to give you what my ruling would be based on my view of what is going on because I haven't seen anybody - - well nobody has agreed that it is a mutual mistake. Nobody agrees to what the property is. Well that is great. Because what it is then is what is on paper. The recorded instrument and the post theory of all four corners, that is it. So you gentlemen see where you want to go with it and just let me know.

MR. IMHOFF: All right. Thank you, Your Honor.

MR. COMPTON: Your Honor, I don't want to prolong this.

THE COURT: All right.

MR. COMPTON: If the parties stipulate that the Court can decide this part of the case right now, then I so stipulate. Jason can do the same thing and the Court can issue an order which I assume that Jason will prepare.

THE COURT: That Jason will prepare with your input and then when you have arrived at one that is presented to be signed then e-file it and I will sign it. But that is what would be my ruling and then let Judge Knie do what is the rest of the case and I am not sure of that.

MR. IMHOFF: All right. So we have stipulated that if we have your ruling to me then I can put it in an order, Your Honor.

THE COURT: And I think - - you have got to refer to Mr. Compton's motion is that it is either denied nor granted, what it is then is something. Because what I have done is kind of carved that out and said well this would be my ruling. Do you see what I am saying?

MR. IMHOFF: And I would just say that the parties have stipulated for the Court, based on the evidence submitted today to make a ruling as to the property.

THE COURT: That is fine with me and that is exactly what I intended to do and these parties have been litigating long enough and get to some kind of - - if it has got to go back then it can go back quicker rather than three or four months down the road waiting on a trial.

MR. IMHOFF: Right.

THE COURT: All right gentlemen.

MR. IMHOFF: Thank you, Your Honor. That was very economical. I appreciate an efficient - - - I appreciate it.

THE COURT: Well again I want you gentlemen to understand that I reviewed everything in this file. Everything that is in this file. All of the depositions, all of the pleadings and all of the exhibits prior to today to get prepared for this so I know exactly what is in the file.

MR. IMHOFF: Okay.

THE COURT: So if you gentlemen work on that and when you have reached something that would finalize at least this portion of it and then send it back and the order it will be that the remainder of the case goes back to Judge Knie for her further order.

MR. IMHOFF: All right. Thank you, Your Honor.

MR. COMPTON: Thank you.

THE COURT: All right gentlemen. I am going to close you out, all of you and your clients, Mr. Imhoff.

MR. IMHOFF: All right. Thank you, Your Honor.

---------- ---END OF HEARING ---- ----------

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

CERTIFICATE

I, the undersigned Sarah Hollis, Court Reporter for the Master-In-Equity for the County of Spartanburg, State of South Carolina, do hereby certify that the foregoing is a true and accurate Transcript of Hearing of the proceedings had at the hearing of the captioned case, before the Honorable Gordon G. Cooper, Master-In-Equity for Spartanburg County, South Carolina, on the 26th day of April, 2021.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

Sarah Hollis

Court Reporter

SWORN to before me this

27th day of July, 2021.

Spartanburg, South Carolina.

Sharon M. Garrett

Notary Public for South Carolina

My Commission Expires: September 13, 2026

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT

Patricia Miller,

Plaintiff,

vs. CA No. 2018-CP-42-03639

David Meeks,

Defendant.

_____/

DEPOSITION OF PATRICIA MILLER

PURSUANT TO NOTICE and/or agreement of the parties, the within deposition was taken on the 12th day of July, 2019, commencing at the hour of 10:22 a.m. at 296 South Daniel Morgan Avenue, Spartanburg, South Carolina; attended by Counsel, as follows:

APPEARANCES:

Jason M. Imhoff, Esquire
THE WARD LAW FIRM
233 South Pine Street, Suite B
Spartanburg, South Carolina 29302
Attorney for Plaintiff

Gary L. Compton, Esquire
496 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Attorney for Defendant

COPY

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ALSO PRESENT:

David Meeks

Teresa Baker, Ms. Miller's daughter

Lisa Sims, Ms. Miller's daughter

Joe Sims, Ms. Miller's son-in-law

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EXHIBITS MARKED:

Defendant's Exhibit No. 1	3
Defendant's Exhibit No. 2	3
Defendant's Exhibit No. 3	3
Defendant's Exhibit No. 4	3
Defendant's Exhibit No. 5	3
Defendant's Exhibit No. 6	3
Defendant's Exhibit No. 7	3
Defendant's Exhibit No. 8	3
Defendant's Exhibit No. 9	3
Defendant's Exhibit No. 10	3

REPORTED BY: Sandy Satterwhite Reporting

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STIPULATIONS:

It is agreed by and between the counsel for the parties that all formalities shall be waived until the time of the trial, except as to the form of the question and/or the responsiveness of the answer.

SIGNATURE:

Deponent expressly reserved her right to read over and sign this deposition transcript.

* * * * * * *

(DEFENDANT'S EXHIBITS NO. 1-10 MARKED FOR IDENTIFICATION)

PATRICIA MILLER, being duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION BY MR. COMPTON:

Q. Ms. Miller, we've met.

A. Yes.

Q. We met several weeks ago at your son's Clyde's deposition.

A. Uh-huh (affirmative response).

Q. You remember, and I'm Gary Compton, and I represent Mr. Meeks here. Have you ever given a deposition before?

A. No.

Q. Okay.

A. The last week was the first time.

Q. Okay.

A. I saw what it was.

Q. A couple of important rules are this lady is taking down

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everything you say, and she can't tell an uh-huh from a huh-huh.

A. Oh, yes and no.

Q. So, a yes or no is important, and she can't pick up a nodding of the head or a shaking, you know, one of those, so we'll need a verbal yes or no to those kind of questions.

A. Okay.

Q. So, hopefully, that won't be a problem. Okay.

Ms. Miller, back in May of 2010, you and Mr. David Meeks entered into a contract for the sale --- for the purchase by him and the sale by you of certain of your property, your real estate?

A. Yes.

Q. Do you recall that?

Tell me how that transaction came about.

A. Well, he came to my house one day and wanted to put his goats on my land, and I told him, "No." The next thing I knew, well, I didn't notice it down there until Tillman told me that he put a cage up on my land with goats in it.

Q. When was this?

A. Oh, this is months ago, months ago. A few months back. I just found --- I found out just less than a year ago what was going on, because --- okay.

Q. What I want to do, Ms. Miller, is take you back to 2010.

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A. Uh-huh (affirmative response).
Q. Do you remember signing a contract with Mr. Meeks in 2010?
A. Yes, I did.
Q. Okay. I'm showing you ---
BY MR. IMHOFF:
Let him finish. Let him finish his question.
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. I'm showing you Defendant's Exhibit No. 1.
A. Uh-huh (affirmative response).
Q. Is that the contract that we're talking about?
A. Yes.
Q. Okay. That is your signature at the bottom of it?
A. No, I don't believe so, because I never write S-r. I never do this.
Q. Okay.
A. And I never --- there's something else. There was a space in here I never do.
Q. Okay. So ---
A. No.
Q. So you don't remember signing that contract?
A. I remember signing. Let me see this. Let me tell --- can I tell him? I had this. See where this line is here? I had this, and I had another one, and can I say they came in my house and stole, because that's the only way I can tell them?

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BY MR. IMHOFF:

Well, you just do what you need to do.

BY THE DEPONENT:

Okay.

BY MR. IMHOFF:

At this point you're on --- you have to answer his questions.

BY THE DEPONENT:

Okay. This was in my house, one like --- it was this or one like this was in my house, and I finally found it. Someone come in and got it. Someone even got in my lockbox and broke it, and Tillman has seen people come in my house and take things. I've been missing things.

DIRECT EXAMINATION CONTINUED BY MR. COMPTON:

Q. Well, ---

A. But I did sell --- I did sign, not this, but --- I don't know. See, my husband always took care of everything, and then when he came down with Alzheimer's, you know, they had --- they had to let him go at work. Him and another guy both come down with Alzheimer's, and we didn't have --- we don't have money, you know, panache. We don't have it, and so that's why I sold it to pay his bills. He had a couple gambling bills, because with Alzheimer's, that's one ---

Q. This ---

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A. --- of the first things they do ---
Q. This is your husband ---
A. --- is gamble.
Q. --- we're talking about?
A. Uh-huh (affirmative response).

So, this is the first thing they do when they come down with --- that's what the doctor told me.

Q. Okay. So do you remember asking Mr. Meeks, approaching Mr. Meeks about buying this property that we're talking about today?
A. No. No.
Q. Okay.
A. I did not approach him to buy it, about buying this. As far as I know, no. He came up.

No, I --- I really don't know. I'm trying to think. It's been so long ago.

Q. Well, if you don't remember, that's okay.
A. I'm sorry.
Q. All right, but --- so you don't remember signing this?
A. Not this one, no.
Q. Okay.
A. No, because I never put S-r, because if I signed it, it would be me, just Patricia S. Miller.
Q. Does that say --- what does that signature line, how --- read that for me?

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A. "Signed and sealed and delivered in the presence of David Meeks," but, like I said, that's ---

Q. And the Seller line says, "Mrs." Does that say, "Mrs."?

A. "F" --- does it say, "F.C. Miller"?

I can't even read that. It's --- it's so bad you can't even see it.

Q. Okay. That's fine.

All right, but do you remember going to Mr. Josh Henderson's office and signing a deed and getting some money from Mr. Meeks?

A. He gave me --- after the --- everything was over he gave me money, but I also borrowed maybe a hundred or two from him; and because, you know, Frank's --- we had no money coming in, and I borrowed some money from him, but I gave it back all the time. I --- and so, out of the 15,000, what did I give back, maybe 13,000, but I thought I paid you, so I don't know. I did pay you.

Q. Okay. Let's talk about this. So, the purchase price was $15,000 for the land?

A. Yes, 5,000 for each acre. I --- I sold --- I --- I know I sold the three acres.

Q. Okay, but you say you borrowed some money from him, too?

A. Yeah, but I gave it back to him.

Q. Okay.

A. Or, no, he --- or he took it out, either one.

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Do you remember, David? (Referring to David Meeks)

Q. Well, we're just --- just you and me talking.

A. Oh, just you and me. Oh, okay.

Q. Just you and me.

A. So I ---

Q. So you remember getting $15,000, but it's your recollection that you gave him some money back?

A. Yes, because he leant me some, a couple hundred; and, like I said, ---

Q. Okay.

A. --- my husband, they just, boom, let him go, you know. I mean I needed the money to pay bills.

Q. Okay.

A. It was very little, one or two hundred. That was all.

Q. Okay. So --- so you remember it would have been July 15, 2010, going to a lawyer's office, signing some papers and getting some money?

A. Yeah.

Q. You remember that? Okay.

A. No.

Q. Let me show you ---

A. Nó, I didn't get no money signing papers or did I? Yeah, I did. Yeah, you have to if you sign papers. I --- it gave me --- I don't know. I don't know if he gave me 15,000 or a little less.

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Q. Well, let me show you Defendant's Exhibit No. 2, and this is, it says, "Title to Real Estate." Do you see that?
A. Uh-huh (affirmative response).
Q. And it says right here that, "In consideration of Fifteen Thousand ($15,000.00) Dollars," paid to you by David Meeks, you are deeding him some property that's described right here. Do you remember signing this deed?
A. This one?
Q. Yes, ma'am.
A. Where did I sign it?
Q. Well, it's two pages. Look at the second page.
A. But, you know, I remember three acres, three acres, not 4.47. No, ma'am. Huh-huh (negative response).
Q. Okay.
A. Just three acres. Kathy, yeah, that's my signature there now. That's my signature.
Q. Okay. That is your signature?
A. Yeah, but I did not see that. It was supposed to be three acres.
Q. Okay. So you think that deed is mistaken?
A. Yes.
Q. In how much acreage you were supposed to ---
A. Yes.
Q. Okay.
A. Definitely.

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Q. You think it was only supposed to be three?
A. It was supposed to be three.
Q. Okay.
A. Because that's what we talked about.
Q. Okay, but that deed says that it was 4.47?
A. I know, but that's wrong.
Q. But that's wrong? Okay.
A. That's wrong.
Q. I understand.
A. God as my witness that's wrong.
Q. I got you. Now you see the --- let me --- let me just look at it right quick. The 4.47 says that it's 4.47 acres as shown on a plat that was prepared for Mr. Meeks by a surveyor. Do you remember that survey?
A. No. In fact, he --- he got a survey by his lawyer by his self to get extra land, I saw somewhere.
Q. Okay.
A. And I had nothing to do with that. He did that him and his lawyer.
Q. Let me show you Defendant's Exhibit 3. Do you recognize that document, Ms. Miller?
A. Yeah. It's Hampton Road. No, he took more land. I --- no, this is wrong. He took more land from me. Huh-huh (negative response).
Q. So do you ---

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A. It was supposed to be three acres.
Q. Okay. My question is do you remember seeing this before today?
A. When you all had it out that other day, but I was over there, so I didn't really see it.
Q. I see. Was that the first ---
A. I just heard you all.
Q. Was that the first time you had seen it?
A. Yes. Yes. The first time I seen that.
Q. Okay. So it was just a few weeks ago?
A. Yeah, but, see, if you go to the courthouse, it's --- everything is in my name now because of my husband. So this is totally wrong.
Q. Okay. All right. Let me show you a couple of other things.

I'm showing you Defendant's Exhibit No. 6. Do you recognize ---

A. That's my son's house.
Q. That's your son's house?
A. Used to be my son's house, yes.
Q. All right. Now where is that house in proximity to your house?
A. Well, Tillman is over here, so he's down here, and ---
Q. And where is your house?
A. See, a part --- some of this land over here was supposed

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to be my land, too, and --- and Clyde --- Clyde, I thought, was going to beat the fire out of him one day. He was so upset with him, and then he did a turnabout. Here. So, I don't know, but that's --- that's, I don't know, and this is this street. Now this has been widened. This has been worked on. I thought he couldn't do any work on the land until we were finished with all this. All this is big, big, big now. His driveway, he --- he went in the back.

His animals destroyed my land. They ate my trees. They ate my grass, and then he put a big fence in and put the goats in.

I wish I would have seen that when it started, but I didn't. I went to the police, and they told me, "You have a lawyer. Let your lawyer take care of it," because my husband worked 30 years for this land and house, not to give it away or let someone take it away or steal it from me and my children.

Q. Ms. Miller, let me show you Defendant's Exhibit No. 7. Is this also a picture of what ---

A. Let me see that. I can't see it.

Q. --- what was your son's house?

A. Yes, that's my son's, the end of my son's house.

Q. Right?

A. You can't see the porch here, but there's a porch here.

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Q. Okay, and ---
A. That's really a trailer house, you know.
Q. Do you see the green chain link fence in that picture?
A. Yeah, that's new. That's new. All this stuff is new, and then he put up boards, too, so we couldn't see what's going on or his new --- and then he rented Clyde's house already, and he wasn't supposed to do anything on the land. He's still working my land.
Q. Let me show you Defendant's Exhibit No. 8, and do you see the fence, the chain link fence in that picture?
A. Yeah.
Q. Okay, and you're saying that is a new fence?
A. That's a --- yeah.
Q. Do you remember when that fence went up?
A. Well, I don't see no goats in this one.
Q. No, but I'm just asking you about the fence? Do you see the fence in the picture, Ms. Miller?
A. I see the fence.
Q. Do you ---
A. But it's --- that's closer. See, Tillman's over here.
Q. Do you remember when that fence went up?
A. Oh, it --- yeah, then he put goats in it. That --- yeah, that's the back of my land there, and that's where he put his goats.
Q. Okay, and when did he put the goats? Well, ---

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A. I see ---
Q. When did he put that fence up that you see?
A. Recently.
Q. You ---
A. Oh, he put another fence up, too, all the way across ---
Q. Well, ---
A. --- just recently.
Q. Okay, but what I'm talking about is when he first bought it, isn't that when he put that fence up?
A. But that's my land, though.
Q. Well, ---
A. Back there where he has his goats ---
Q. I'm just ---
A. --- in this fence.
Q. I'm just asking you the question when he --- when --- when he put that fence up, wasn't it right after you all went to the --- you got the money when you went to the lawyer's office?
A. No, no, no, no, no, no, no, no.
Q. Okay. When did that fence go up?
A. Just recently. I'd say maybe about a year.
Q. About a year ago?
A. Yeah, in between. Yeah.
Q. Okay.
A. Because, see, I never really worried about my land. I

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didn't think anyone would come and do what's he done. I'm hurt. You know, but I'm --- I'm shocked and I'm hurt that he did, because I thought so much of him and his wife. I'm heartbroken.

Q. Okay. When did you determine that that fence was not where it was supposed to be?

A. When I noticed it was in back --- no, no, this is the front. No, this is the front.

Q. Okay.

A. I take it back, this is the front, because here's the road. No, no, this is the front. Yeah, the front he did.

No, no, but then he moved it over closer.

Q. Okay.

A. And that's where Clyde got mad.

Q. All right. When did the fence go up in the front there along the road?

A. I guess when he put his goats in.

Q. Yeah, when he ---

A. He had to, because he had his goats down here.

Q. Right?

A. I'm sorry. See, I thought this was my land ---

Q. Right?

A. --- in the back.

Q. How long have the goats been there?

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A. Months. I don't know how many months. He just did mine recently, I believe. He's always doing something down there, building.

Q. Did he not put the goats on --- right onto the property as soon as he bought it?

A. Yes, but they --- they didn't have the fence. See, they're in fences now. The females are in the fence, because I went down and looked. They're in --- he --- he put more fences since then. See, he fenced this part off what he bought from me.

Q. Right?

A. And they're --- they have like little houses or something or a barn or something. I don't know what they are. That --- no, all this was just put up, I'd say, in the last year. I'm pretty sure.

Q. Okay.

A. But then, hmm.

Q. Well, let's --- let's see if we can't go back and refresh your memory some.

A. Okay.

Q. When he first bought the property from you, he put a fence up and put goats inside the fence, didn't he?

A. Yes, but, no, not behind these. He has different fences. See, he has special fences for his goats, and they came up and they were on my land; but when he bought this part, he

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put up a fence and made --- and made a barn. I guess you'd call it a barn. I don't know, and he told me I --- and everyone, not only him, but other people said you couldn't build on that land.

See, my cousin's aunt, rather my son's aunt wanted to build a house down there, and they told it wasn't buildable, and he said the same thing. A few days later after I sold it, he built --- put it on, which I didn't care, because --- you know, I sold him those three acres, so it didn't bother me.

Q. Right?

A. But when he started going up and up, huh-huh (negative response).

Q. Okay. So --- so when he first bought it and he put the fence up and put the goats in there, ---

A. That's the big part.

Q. Let me finish my question. On the big part?

A. Uh-huh (affirmative response).

Q. You didn't have any problem with it at that time?

A. No, no, no, no, no.

Q. Okay.

A. Because I ---

Q. And it was only until about a year or so ago that he ---

A. Yeah, that I noticed that he was coming out and taking more.

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Q. Expanding the fence?
A. Yeah, you can't do that. My husband worked 30 years to make that payment, and now he's in a nursing home. That's for my children.
Q. All right, but ---
A. Not for goats.
Q. But where he put the fence to start with?
A. No, that's fine. Where he put it on, that's fine, because he bought those three acres.
Q. I see. You thought it was three acres?
A. God as my witness I thought --- yes, I know it was three acres.
Q. Okay, but ---
A. And I don't know how --- how that got on there. I never saw that before like this. Huh-huh (negative response). It was three acres I sold him, and he knows it.
Q. Okay. The contract that you had with him does not state any acreage, does it?
A. I --- I really don't know. I thought it did. It was supposed to.
Q. Well, let me show you ---
A. No, it was stolen. I had it.

I had a piece like this, and you can see some of these are pieced together. I mean, common sense can tell you that.

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Q. Well, looking at --- looking at Defendant's Exhibit No. 1, that's your contract, again.
A. Yeah.
Q. Does it show any specific acreage ---
A. I can't find it.
Q. Any specific acreage to be sold?
A. Let's see, it says, "14,500 to --- to the seller on June 25." There's a mix-up somewhere. "Is to be returned to said purchaser." We had been paying rent on this land ---
Q. Ma'am?
A. --- all this time. We had been paying rent on my land all this time while he's getting on it.
Q. Paying rent?
A. Not rent. Taxes. Taxes.
Q. Yes, ma'am?
A. We had been paying our taxes. There's Lisa, she pays. She takes care of my money.

No, it doesn't say how much, but we did agree on three acres, and it come to 15,000. It did. So I don't understand.

Q. But the contract doesn't say that, does it?
A. No, it doesn't.
Q. Okay.
A. See, that's where he got me. He took advantage of me. Oh, god, I wish my husband was here. Oh, my god, he would

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have never done this if my husband was here. Never.

Q. Okay. Showing you Defendant's Exhibit No. 5?

A. Okay.

Q. You see that ---

A. Okay. Yeah.

Q. --- fence?

A. Yeah, now this fence where he has the dogs, now --- let's see, he has his dogs there.

Q. Do you re ---

A. It looks like a dog.

Q. It is a dog. Do you remember when that fence went up?

A. Less than a year ago.

Q. Less than a year ago?

A. Yeah.

Q. But it was put up at a different time than the fence that ---

A. I didn't see any of this fence for --- for ages. This --- I mean, he just done all that.

Q. But that's a different fence than in Defendant's Exhibit No. 8, isn't it?

A. Yes.

Q. Okay.

A. This is the original.

Q. The original fence?

A. What he got the three acres. This is the original.

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Q. Yes, ma'am.
A. And then he just went wild and went up that way. I don't know how someone could do that.
Q. Okay.
A. My god, I got so much.
Q. And at some point did Mr. Tillman Gibson approach you about buying some property?
A. Yes, he did.
Q. Okay.
A. And I thought, "Great, I can fix my house up."
Q. Okay. Showing you Defendant's Exhibit No. 10.
A. Okay. He wanted to buy the ---
Q. Defendant's Exhibit No. 10, do you recognize that document?
A. Tillman. No, I --- I never sold it to him, because it was gone.
Q. Of ---
A. I was going to sell the last of it, rather the back of it, that one spot he wanted. I was going to give him that, but I never got no money for it. "Buyer has agreed to" --- and the poor thing. You know, he's having a rough time, and he paid for the survey before David come on and put all those things on.
Q. Okay. According to this Exhibit, Defendant's 10, you agreed to give him approximately two-and-a-half acres for

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$16,000; is that right? Is that what that says?

A. Yeah.

Q. Okay.

A. Him, I was going to give him that.

Q. Okay.

A. And he was going to give me $16,000 for it.

Q. And ---

A. But ---

Q. And your signature doesn't appear on this document, either, does it?

A. No, it's Lisa, but I --- we never did it, because as soon as David saw the stakes, that's when he went nutsy and did all this other stuff.

Q. Okay. Did --- on this line that says, "Signature of Seller," it says, "Lisa Sims"?

A. Yeah.

Q. Okay, and who is Lisa Sims?

A. My daughter, but she didn't get no money.

Q. Okay. Well, why was she signing this contract?

A. Because she's over me.

Q. She's over you?

A. Right, Lisa? (Referring to Lisa Sims)

BY MS. SIMS:

Power of Attorney.

BY THE DEPONENT:

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Power of Attorney.

DIRECT EXAMINATION CONTINUED BY MR. COMPTON:

Q. Okay. You have given her a Power of Attorney?

A. Yes.

Q. Okay. Let's go off the record for just a second.

(OFF THE RECORD)

DIRECT EXAMINATION CONTINUED BY MR. COMPTON:

Q. Mr. Gibson has not signed it; is that right?

A. Yes, because David took it over. He was upset, and he's such a good man. He was so upset.

Q. Okay. So he has never signed this contract?

A. No, not that I --- I never signed anything. I didn't know Lisa signed it.

Q. You didn't?

A. No, I didn't even see anything. Lisa, when did you sign that? I don't remember. (Referring to Lisa Sims)

Q. Well, we'll talk to Lisa later, but you don't --- you don't recall giving her permission to sign this for you?

A. Oh, she has permission to do whatever she wants, because I had ---

Q. That's what the Power of Attorney says?

A. Yes, she has permission to do what she --- you know, she does good, you know. I can't --- I can't complain.

Q. All right. So you don't object to the contract?

A. No, no, no, not at all.

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Q. You ---
A. Not at all.
Q. You would, in fact, like to go through with it with ---
A. Yes, I would. I really would. I'd love this --- I don't think he'd want it now. It's destroyed. They ate the grass. They ate the trees. They ate the leaves, and even the stem. What do you call? The tree trunk.
Q. Who? Who ate the trees?
A. The goats.
Q. Oh, the goats?
A. Yeah.
Q. Okay. When you first --- when you first sold this property to David, did you know that he wanted to put goats there?
A. Yes.
BY MR. IMHOFF:
Object to the form.
BY THE DEPONENT:
Because that's what he had.
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. So he told you he wanted to put --- that was the whole ---
A. Not on my property, on his property.
Q. Well the property he was buying from you?
A. Yes, the three acres ---
Q. Right?

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A. --- he was buying from me. Yeah, that was his priority. I mean he could do that. He bought it.
Q. Right, that was the purpose of the sale?
A. Yes.
Q. The purchase was to put the goats there?
A. Yeah, on --- on the three acres, yes.
Q. Okay.
A. I didn't mind. All our kids worked at the zoo. We loved the zoo.
Q. Okay.
A. You know.
Q. So --- so the goats have been there pretty much since he bought it from you in 2010?
A. On his side, yes. Yes, so that was fine.
Q. Right, and ---
A. I'm guessing that was.
Q. Okay.
A. Yeah, right away they were there. He built a barn and everything, which is fine. That was his land, but not 4.-something, huh-huh (negative response).
Q. So it wasn't supposed to be 4.47 acres?
A. No, no, no, no. I don't know how that got on there.
Q. And I think you've already testified that Defendant's Exhibit 3 ---
A. Yes, I ---

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Q. --- but that's wrong?
A. Yeah, I know. That's a no, no.
Q. That's wrong?
A. Huh-huh (negative response).
(OFF THE RECORD)
BY THE DEPONENT:
I mean who would sell that much land just for 15,000? They'd have to be crazy.
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Well, do you recall 2010, what the real estate market was like back then?
A. No, I don't.
Q. And I believe you've already testified that at least part of this property was somebody was supposed to build a house on but found out that they couldn't?
A. Yes, Aunt Gladys. She's dead and gone.
Q. Okay. The property has gullies in it?
A. It's David's fault. There's a --- it was a little gully, and then water from his --- from his property across the road kept coming down into my little gully, and then, of course, it got bigger and bigger, and then people are throwing things in there, too, and don't ask me who they were.
Q. Well, ---
A. I think some was his, I heard.

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Q. The property that you sold him, though, was not suitable for anybody to live on, was it?
A. Sure. Well, according to Aunt Gladys, no.
Q. But it was quite suitable ---
A. The three acres I'm talking about.
Q. Right, but it was quite suitable for goats to live on?
A. Yeah. Sure. He loves his goats.
Q. Yes? Well, what do you think about the goats?
A. I think they're beautiful. They're pretty. They're really pretty goats.
Q. They really are.
They're kind of exotic looking, aren't they?
A. Yeah, they're really pretty.
Q. They're not really what we think of as goats?
A. No.
Q. They're not billy goats?
A. No.
Q. They don't ---
A. No, no, no. They're different.
Q. Yeah, they don't make noise like a billy goat, do they?
A. No, but the dogs sure do.
Q. Oh, the dogs?
A. Oh, my god, every night you hear those dogs barking down there. You wake up.
Q. I guess there's not a dog that doesn't bark?

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A. Every night.
Q. But ---
A. Every night.
Q. --- these goats, also unlike billy goats, they don't really smell like billy goats, either, do they?
A. I don't know. I didn't --- I didn't smell them. I didn't go and smell them, so I don't.
Q. From your house you can't smell them?
A. No.
Q. And they don't make --- they don't make any noise, at least not that you can hear at your house?
A. No, not that I can hear. Like I said, that's on his three acres. That's, you know, ---
Q. That's ---
A. But now they're on mine. Oh, David. Oh, plus there was a whole bunch of poopy from the goats, and that's not healthy, just in a big pile. I've seen that.
Q. You've seen what?
A. A whole bunch of poopy from the goats right there on my land on --- like going down this way.
Q. Oh?
A. A whole big pile of poopy from ---
Q. A whole pile of goat poop?
A. Yeah. That's not healthy.
Q. Okay. Give me just a few more minutes. I think I'm about

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done.

Okay. Ms. Miller, I have, before we started, I marked several exhibits that, since I marked them, I need to --- I guess I need to go ahead and ask you to identify them, if you can, even though I don't really have a whole lot of questions for you about it, but this is Defendant's Exhibit No. 9. Do you know what that document represents?

A. Yes, here's the road, Hampton Road, and this is --- David bought the three acres over here, then that would be my son's house and then Tillman's house, and I guess --- I don't know if my --- if this is my house up here or not. I don't --- I don't know what that is.

Q. Okay. Let me show you this now. This is Defendant's Exhibit No. 4, and do you ---

A. Which ---

Q. Can you --- can you tell me what that document represents?

A. Yes.

Q. Okay.

A. It's so tiny, though. Let's see, I'm having ---

Q. Now ---

A. It has that --- see, you can see.

Q. Let me show you.

A. How many acres is that? I can't even see ---

Q. Well, ---

A. --- what that acreage is.

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Q. Let me show you this copy, because it's a bigger one. Maybe you can see that one better.

That's a copy of what we call a legal size copy of that.

A. Okay.

Q. All right.

A. What is this right here that you put in yellow?

Q. Well, for the record, that is a highlighted --- that's from a highlighter that we did the other day when Clyde was here.

A. For what?

Q. Okay. Well, you can ignore it.

A. So that will be Clyde's house, then.

Q. Well, I'm asking you. Would that be Clyde's house, where Clyde's house is?

A. Yes.

Q. Okay, and so can you tell me where the fence, that original fence, that one ---

A. The original fence ---

Q. Yes?

A. --- is down here.

Q. Okay.

A. But it's not this acre, and, let me see, ---

Q. If you would take this red pen right here and mark for me where this fence is located right here?

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A. Right there.
Q. You're now pointing at Defendant's No. 8. Show me where that fence is?
A. Oh, that's on his land here. I --- this is the --- right, this is the road, so --- but that's closer to my house. It's up the road, but where's up the road? Up here?
Q. If you're not sure where ---
A. I'm not sure. I'll be honest.
Q. Okay. Well, that's fine.
A. See, my husband took care of all this. I didn't. I mean, not this, but he took care of everything. I just took care of the children.
Q. How involved was your husband in this transaction?
A. Oh, he --- he was --- had Alzheimer's. He --- he --- we --- he couldn't.
Q. In 2010 he did?
A. Yeah, he was --- he was a genius, my husband. I mean he broke codes at NSA. My husband would have, whoa, if he knew what was going on, oh, my god, what would happen? Wow!
Q. Okay. So ---
A. He wouldn't have gotten away with it, let me tell you.
Q. So he didn't talk to Mr. Meeks about this property?
A. No, no, no. No, he had Alzheimer's.
Q. Okay. So it was just the two of you?

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A. Two, me --- yeah, the two of us.
Q. Okay.
A. But I trusted him. I worked for him in the summer and at Christmas. You know, I trusted this man. I'm so hurt that he's done this, and there's just more stuff going on at my place. I mean it's just unreal.
Q. Um.
A. People coming in my house taking things, gee. I'm just so disappointed in him. I really am.
BY MR. COMPTON:
Well, let's take a break.
(OFF THE RECORD)
(BRIEF BREAK IN PROCEEDING)
BY MR. COMPTON:
That's all the questions I have.
CROSS EXAMINATION BY MR. IMHOFF:
Q. Ms. Miller, Mr. Compton is done asking you questions. Okay?
A. Yes.
Q. I'm going to ask you some questions.
A. Okay.
Q. I'm going to try to be very clear and brief.
A. Okay.
Q. But try to stick with me, if you would. Okay?
A. Okay.

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Q. In 2010, nine years ago, did you agree to sell Mr. Meeks some property?
A. Yes, I did.
Q. At that time what was your understanding and agreement of how much property you were going to sell?
A. Three acres and he knew it. Three acres I told him I would sell him.
Q. Okay.
A. Three.
Q. And did you have in your memory a document that indicated that it was to be three acres?
A. Yes, I did. Someone come in the house. I finally found it. I was so happy. Someone come in the house and they stole my papers, everything. It was weird.
Q. All right, and so at that time did you intend to sell Mr. Meeks three acres of property on the other side of Clyde's property from your house?
A. No, no way.
Q. You didn't intend to sell it?
A. No, I never did.
Q. Hold on a minute. I thought you just told me that you did agree to sell property to Mr. Meeks?
A. Three acres. Three acres on his land that he bought from me. That's all.
Q. All right. Now you were shown some documents earlier

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about what happened in --- well, let me ask you this: Exhibit No. 1 is an Agreement to Sell and Buy. Do you see that?

A. Yes.

Q. And it has some language on it that talks about what you're going to sell to Mr. Meeks in 2010?

A. Yeah, it says, "All that property that joins Frank C. Miller."

Q. Read that very slow.

A. Oh, no.

Q. Read louder and slower, please?

A. Oh, no. "All that property --- property that join Frank C. Miller, Jr.," oh, my god, that's a lie. What's this word? Roy?

Q. Roy. Roy McGraw?

A. "Roy McGraw examined" --- what? I can't read these words.

Q. Okay. Well, that's okay. All right, but you, have you seen this document before last week?

A. Yes, when you ---

Q. All right. You've seen this document before?

A. Yes.

Q. I heard you testify earlier to Exhibit No. 1 that you thought there was some more language in there about the acreage?

A. Yeah, something. This --- you can see this line. They

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--- they made in half. I had another one with how much money David gave me, but it got gone, too.

Q. Okay.

A. All of my papers got gone.

Q. Now ---

A. I don't know if Clyde come in and stole them or whoever stole them.

Q. Now you went to a closing, okay?

A. Yes.

Q. With --- with an attorney ---

A. Yeah.

Q. --- named Josh Henderson in 2010?

A. Yes.

Q. Do you remember that?

A. Yes.

Q. Okay, and do you remember if at that closing you were presented with this Souther Land survey?

A. No, I wasn't. No. No, because I only sold him three acres. Three acres. Not that.

Q. Okay. Exhibit No. 2 is the Title to Real Estate that has your name on it in 2010. Do you see that?

A. Okay. Yeah, witness Kathy.

Q. Is this your name here?

A. Yes, it is.

Q. This is Exhibit No. 2, and what's the date?

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A. The 15th of July 2010.
Q. All right, and will you admit to me that it says 4.47 acres in here?
A. I would have never signed that, no. I --- I wouldn't have signed that, no. That's right there someone else's signature, but you know you can copy people's signature today. You find it over the TV.
Q. Now you're not saying that you didn't sign this? That's not your signature?
A. That looks like my signature. It looks like mine, but I would have never, never signed this. I'm not stupid.
Q. Well, my question to you is before that date on July 15, 2010, ---
A. Uh-huh (affirmative response).
Q. --- had you ever been told that you were selling 4.47 acres to Mr. Meeks?
A. No. No.
Q. Okay. I want to show you Exhibit No. 4. All right.?
A. Uh-huh (affirmative response).
Q. This is another Souther Land Surveying survey.
A. And who's --- and who did it?
Q. Well, it's ---
A. David Meeks and his lawyer.
Q. Okay. Well, it says, "David Meeks," here, right?
A. Yeah.

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Q. Okay. What's the date?
A. June 21st, '19, 2019.
Q. So last month?
A. Yeah.
Q. And that Souther Land Surveying, the survey of 2019, does it show that you still own some property?
A. Yes, I own property.
Q. Behind Mr. Tillman?
A. Yes, behind Mr. Tillman.
Q. And next to Mr. Tillman?
A. Some of that, yes. Yes, some of it was supposed --- no, Clyde is here. Clyde is here. No, Clyde is here, and, see, David, instead of keeping it over here, Clyde was mad because he pushed it over here. Clyde was really mad.
Q. All right.
A. No, I have ---
Q. Does this land survey ---
A. I have ---
Q. Can you see --- can you see these numbers?
A. No, that's so small you can't even see it.
Q. Thank you. Thank you. Thank you.
A. No, you can't see it.
Q. All right. Can you read how many acres this plat is?
A. Right there. Yes, that's not right.
Q. Well, how many acres is that?

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A. Four acres and .47 acres. No, he bought three acres from me.
Q. Okay, but it does say 4.47 acres?
A. Yes.
Q. All right, and then how many acres is the property between Mr. Meeks' property, and I guess we call that ---
A. Well, Clyde has less than an acre, right?
Q. How much does this property say?
A. 2.112 acres. Is that ---
Q. All right. I want you to listen to me a minute.
A. Yeah, I don't know.
Q. I want you to listen to me. Okay?
A. Yeah.
Q. If --- if you transferred 4.47 acres to Mr. Meeks, ---
A. Uh-huh (affirmative response).
Q. --- if you did in 2010, ---
A. Yeah, okay.
Q. --- do you understand that he is suing you now for an additional 2.1 acres?
A. For $15,000, he's crazy.
Q. That's what I'm asking. Do you understand that he is now saying that your two ---
A. Oh, my god, David. (Referring to David Meeks)
Q. Hold on. Hold on. Do you understand that he is ---
A. Now I understand. He wants more, more of my land. That's

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for my children, David, ---

Q. Hold on.

A. --- not for you. (Referring to David Meeks)

Q. Hold on. Hold on, Ms. --- Ms. Miller. I'm going to tell the priest on you.

A. Okay.

Q. Do you understand that Mr. Meeks is suing you in addition to the 4.47 acres he says you gave him in 2010, okay, that you also sold him another 2.1 acres to make the total almost seven acres?

A. God as my witness I never did that, never. No. Who went to --- who went with him to do this? Him and the lawyer?

Q. In 2010 ---

A. No.

Q. --- did you ever have ---

A. Huh-huh (negative response).

Q. You have to let me ---

A. I know. I know what you're going to say.

Q. Do you interrupt the priest like this?

A. Huh-huh (negative response).

Q. No?

A. Probably getting me ---

Q. I'm going to pull at your ear.

A. Father likes me.

Q. All right. Did you ever have an agreement with Mr. Meeks

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to sell him over six acres in 2010?
A. God could strike me dead, no. No, no, no, no.
Q. Did you ever have an agreement with Mr. Meeks to sell him property behind Clyde Miller, Jr.?
A. No, no, no, no, no. God as my witness, God could strike me dead if I'm lying.
Q. Are you aware of any documents that show that Mr. Meeks is the owner of property behind Clyde Miller, Jr. ---
A. No.
Q. --- or behind Tillman Gibson?
A. No.
Q. Okay. When did Mr. Meeks move his goats onto the property behind Clyde Miller, Jr.'s property and Tillman Gibson's property?
A. Well, a while back, a couple of months back, more than a couple months.
Q. All right. I have a letter in June of 2018 ---
A. Okay.
Q. --- that you asked me to write to have Mr. Meeks remove his goats from the property.
A. Yes.
Q. That would be over a year ago now.
A. Over a year ago, yeah.
Q. Does that sound about right?
A. Yes, because ---

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Q. Okay. Before 2018, a year ago, were there ever goats or fencing owned by Mr. Meeks behind Clyde Jr.'s house or Tillman Gibson's house?

A. No, no, they --- they put that up later, later --- early --- I mean they put it up, I'd say, recently so many months ago. He's been working like crazy down there.

Q. Have you ever, ever intended to or offered for sale the property behind Clyde Miller, Jr., or Tillman Gibson to Mr. Meeks?

A. No, never, never, never, never. God knows.

Q. Now you said that Lisa pays your taxes?

A. Yes, she does. Lisa, you pay all our taxes on all that land, right? (Referring to Lisa Sims)

Q. How long has she been paying the taxes for you?

A. How long, Lisa? About three or four years? (Referring to Lisa Sims)

BY MS. SIMS:

I can't talk.

BY THE DEPONENT:

I know. Three or four years, I guess, off and on.

CROSS EXAMINATION CONTINUED BY MR. IMHOFF:

Q. All right. I want to show you Exhibit No. 9. This is Defendant's Exhibit No. 9. I don't know. We were calling this a 7 before or backward, I don't know.

A. I can't even see it.

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Q. This is Clyde Jr.'s house here?
A. Uh-huh (affirmative response).
Q. And this is Tillman Gibson's house here?
A. Yes.
Q. Okay. This parcel right here, do you know if you've been paying taxes on that since 2010?
A. Yes, yes, yes, we've been paying taxes on that land, and you go to the courthouse you'll see it.
Q. All right, and that's the property behind Clyde Jr.?
A. Yeah.
Q. And behind Tillman Gibson?
A. Yes, this is all mine.
Q. All right.
A. And part of this is mine, too, and I wasn't going to say anything. I was just going to let him get away with it, with that.
Q. Did you have a contract to sell the property behind Tillman Gibson and Mr. Clyde Miller, Jr., ---
A. A contract?
Q. --- with Tillman Gibson?
A. No. No, I didn't.
Q. Did you intend to sell him that property?
A. Yes, he wanted this back here. Yes, but I wanted to, but I didn't have no contract.
Q. Did you have a verbal contract with him that you were

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going to sell him that property?
A. Yes. Uh-huh (affirmative response).
Q. Had you determined which property it was?
A. Yes.
Q. Had you determined how much?
A. He just wanted the back part.
Q. I mean how much he was going to pay?
A. Yeah, 16,000.
Q. Okay, and do you know if he began working on getting the survey?
A. Yes, he did. He got a survey, and Clyde told David Meeks that he saw the survey, and he ran and told him, and that's when he started building the fences. That's when.
Q. And have you been able to sell your property to Tillman Gibson?
A. No.
Q. Why not?
A. Because he's on it with the goats.
Q. Who's on it?
A. David Meeks, and now he's got a fence all the way back that's not his land. You know, back then they'd kill you for that. That's scary.
Q. Do you believe Mr. Meeks is trespassing on your land?
A. I most certainly do.
Q. Have you given him notice to remove his fences and goats

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from your land?

A. I think, yes. I think we did or I did, because I went --- yeah. I think so. I'm really --- I'm trying to think. It --- it was such a shock. I saw it when it was all up, and I was so shocked. That's the first --- that's when I got you, because I heard he does this to a lot of people.

Q. Okay. Hold on a minute. Let me look through some questions.

BY MR. IMHOFF:

I don't think I have any other questions for you. Thank you, Ms. Miller.

(EXAMINATION CONCLUDED AT 11:17 A.M.)

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STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF SPARTANBURG)

This is to certify that the within deposition was taken on the 12th day of July, 2019;

That the within deponent was duly sworn to tell the truth and that the foregoing is an accurate transcript of the testimony given under oath;

That copies of all exhibits, if any, entered herein are attached hereto and made a part of this record;

That the undersigned court reporter, a Notary Public for the State of South Carolina, is not an employee or relative of any of the parties, counsel or witness and is in no manner interested in the outcome of this action.

IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this copy at Spartanburg, South Carolina, this 22nd day of August, 2019.

s/Sandra Satterwhite
Notary Public for South Carolina
My Commission Expires: 3/8/27
(SEAL)

COPY

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AGREEMENT TO SELL AND BUY

In consideration of the sum of $500. Five Hundred Dollars ($ 500.) this day received from David R. Meeks Purchaser of the following described property:

all that property that joins Frank C. Miller Jr., Roy Mc Shaw, joins Hampton Rd, continues to center of creek at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($ 15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. Meeks heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500, PROVIDED said balance due is paid to Seller on or before June 25th, 2020.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 27th day of May, 2020.

Signed, sealed and delivered in the presence of:

Seller

Frank A. Mack
Purchaser

DEFENDANT'S EXHIBIT 1 7-12-19 db

DEED96-Q PG506

DEE-2010-27553
Recorded 2 Pages on 7/19/2010 12:26:47 PM
Recording Fee: $10.00 Documentary Stamps: $55.50
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

Grantee's Address: 2325 Hampton Rd.
Wellford SC 29385

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that, I, **PATRICIA S. MILLER,** in the State and County aforesaid, in consideration of **FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS,** the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto: **DAVID R. MEEKS,** his heirs and assigns forever:

All that certain piece, parcel or lot of land, with improvements thereon, if any, lying, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as a lot containing 4.47 acres, more or less, on a plat of survey for David R. Meeks prepared by Souther Land Surveying, dated June 30, 2010 to be recorded in the Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat for a more detailed metes and bounds description.

This is a portion of the same property conveyed to Grantor herein by deed of Frank Clyde Miller, recorded April 10, 2006 in Deed Book 85-M at page 903, Register of Deeds for Spartanburg County, South Carolina, reference to which deed and the aforesaid plat is hereby specifically made for a more detailed description of the property conveyed hereby.

BLOCK MAP NO.: p/o 1-48-00-016.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

DEFENDANT'S EXHIBIT 2 7-12-19

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WITNESS the grantor's(s') hand(s) and seal(s) this 15 day of July, 2010.

SIGNED, sealed and delivered
in the presence of:

Kathleen M. Boozer

Patricia S. Miller (SEAL)
PATRICIA S. MILLER

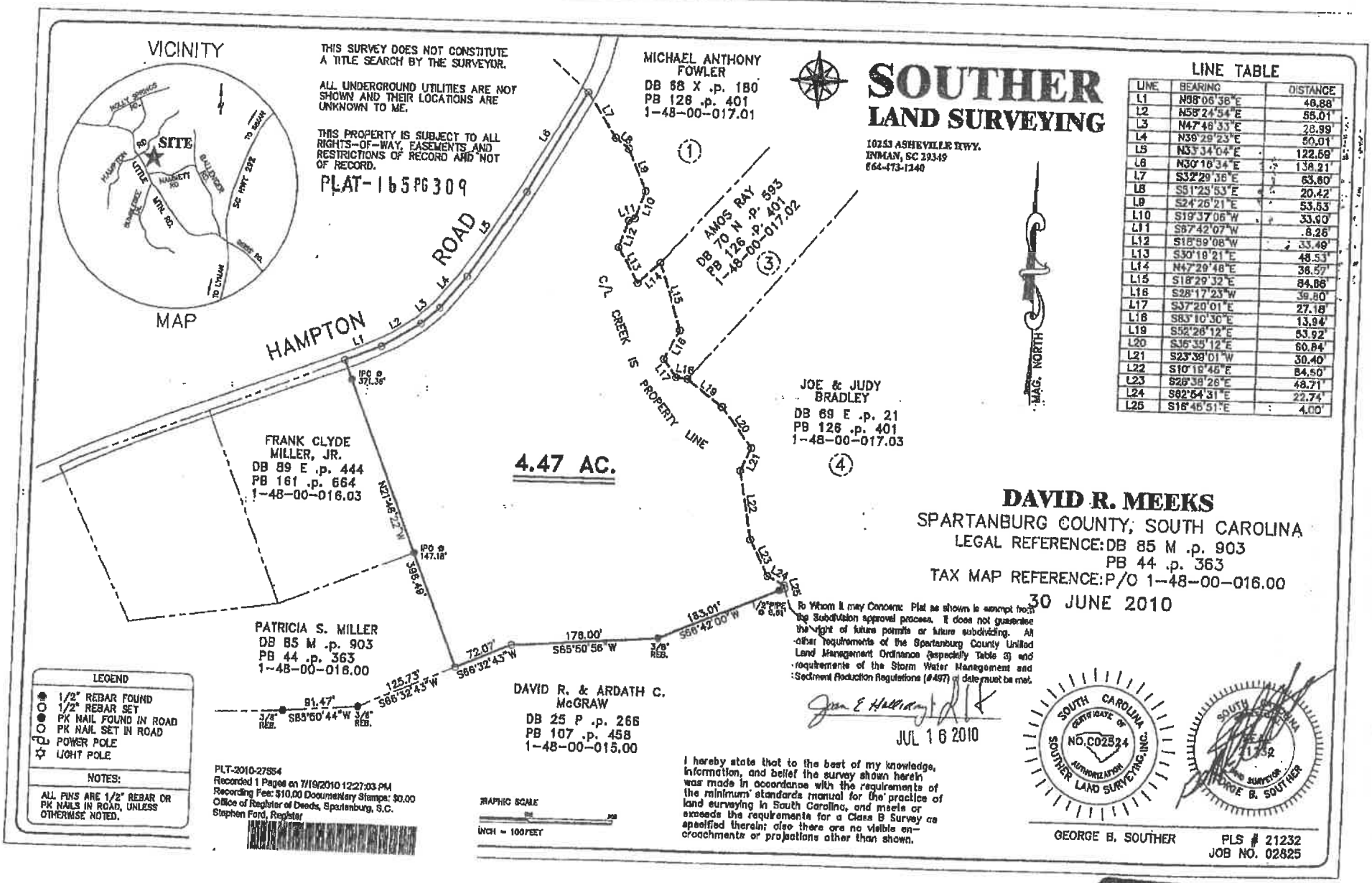
STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF SPARTANBURG)

I, a Notary Public for the State of South Carolina, do hereby certify that the Grantor(s) herein, **PATRICIA S. MILLER,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 15 day of July, 2010.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 12/6/11

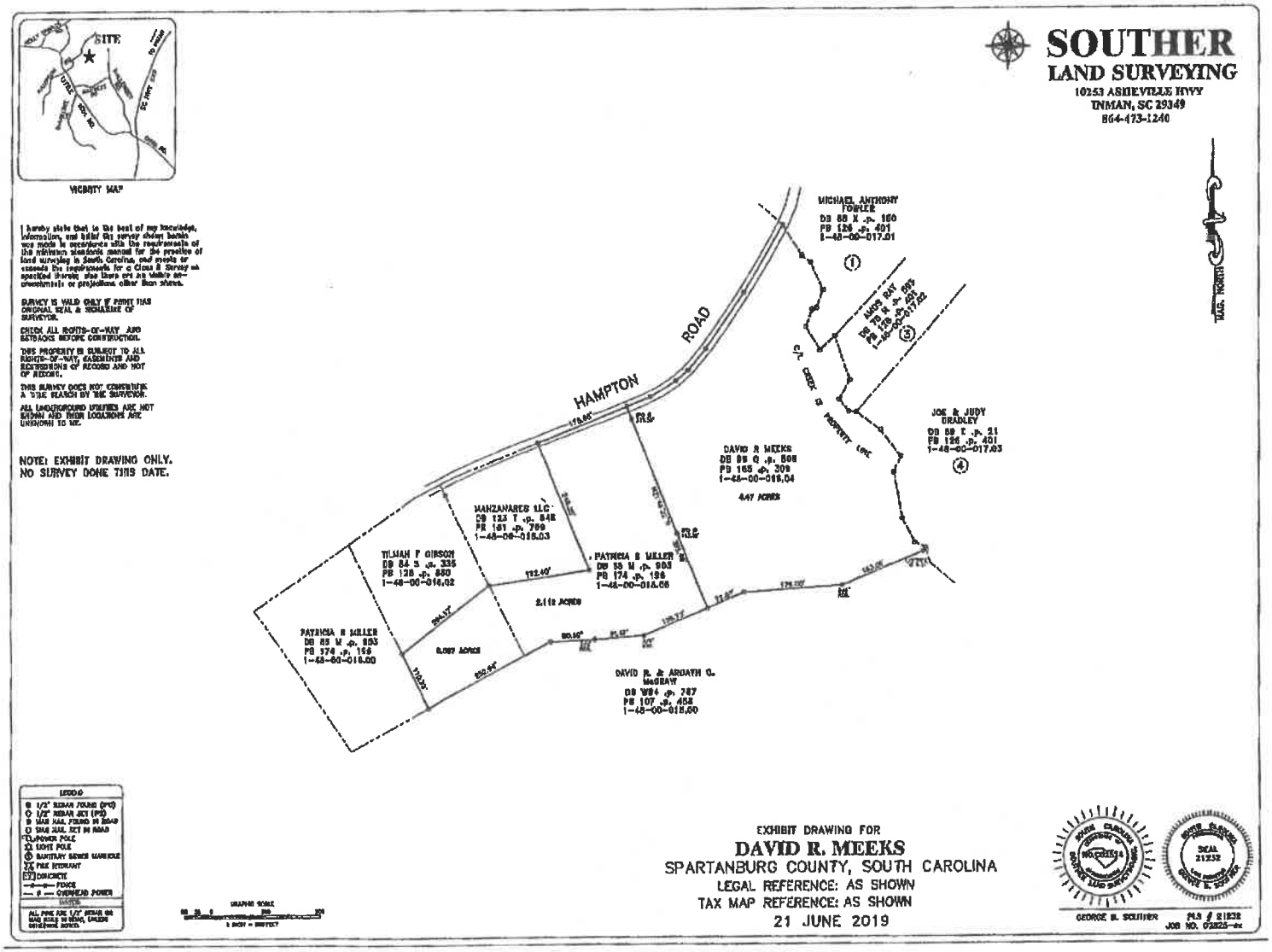
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P136

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DEFENDANT'S EXHIBIT 3 7-12-19

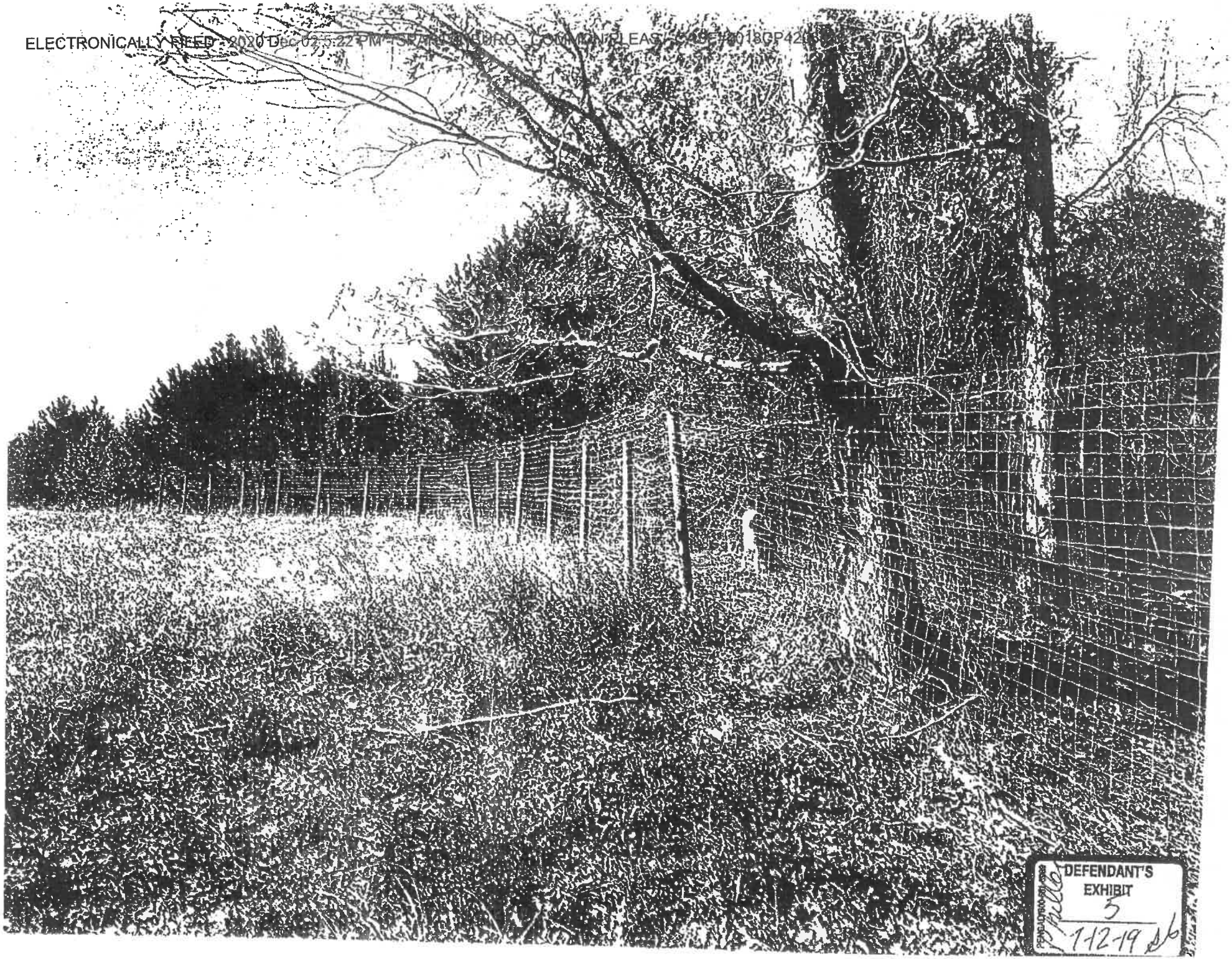


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DEFENDANT'S EXHIBIT 4 7-12-19

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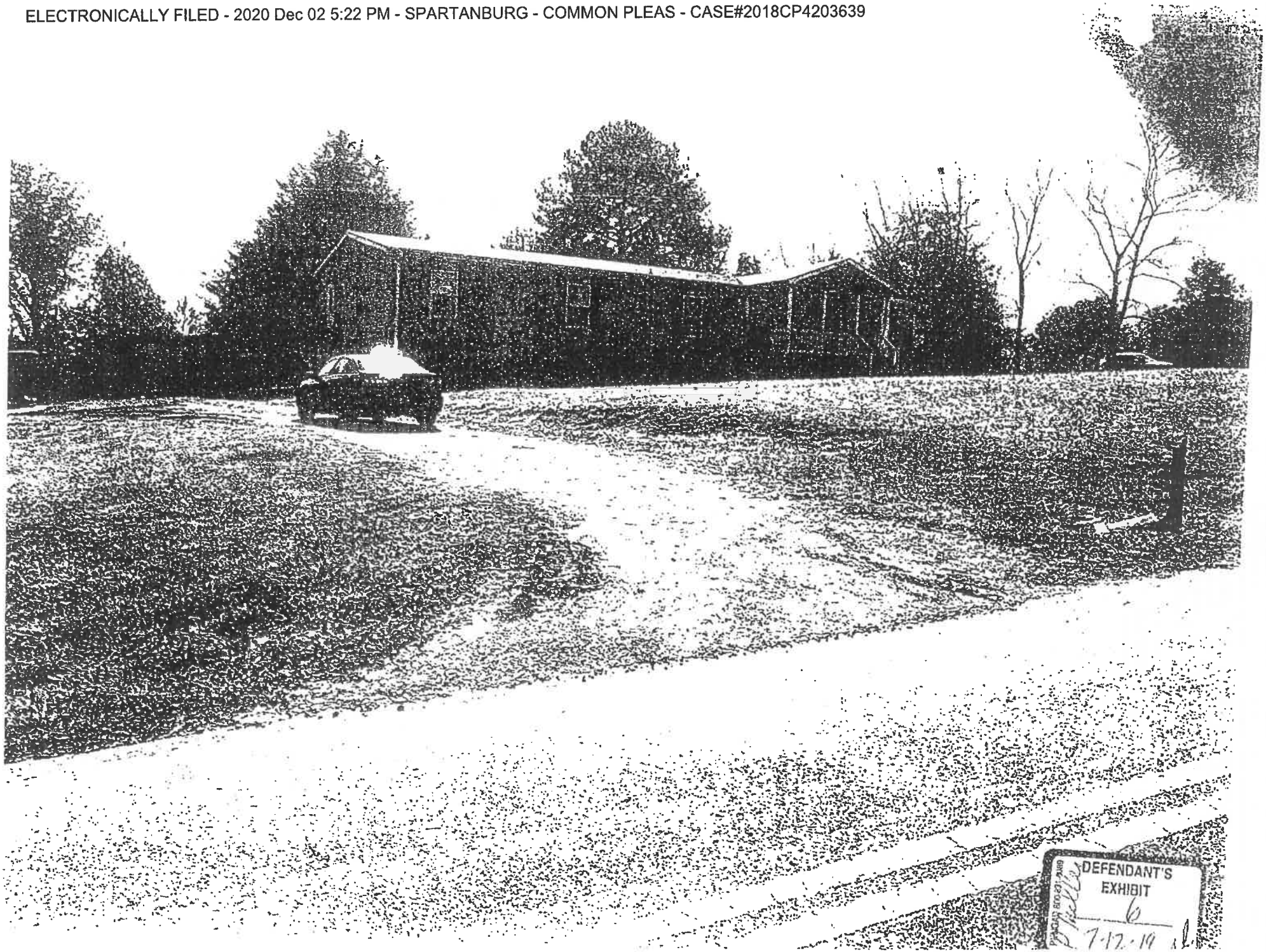
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DEFENDANT'S EXHIBIT 5 1-12-19

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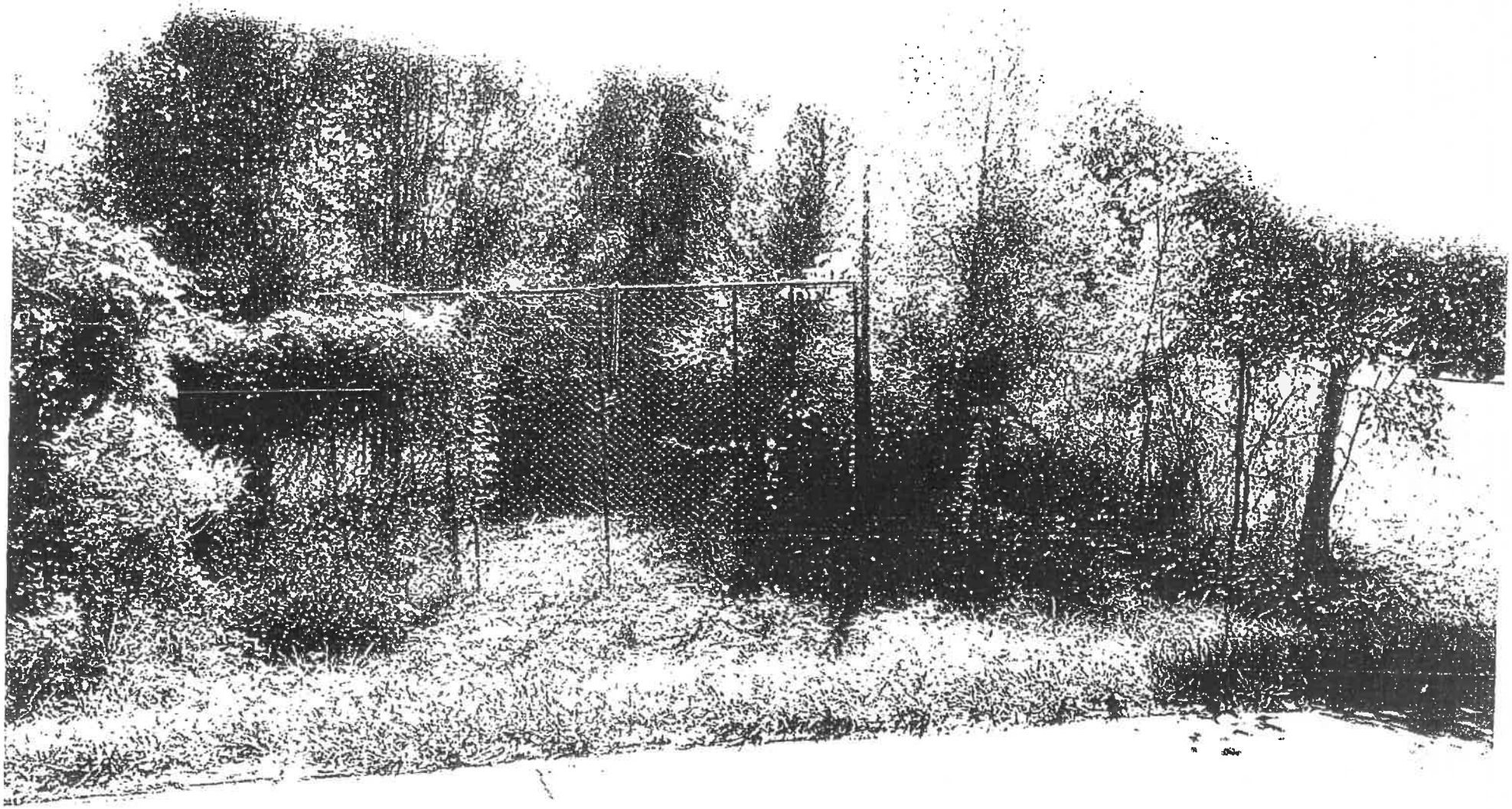
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DEFENDANT'S EXHIBIT 1 7-12-19

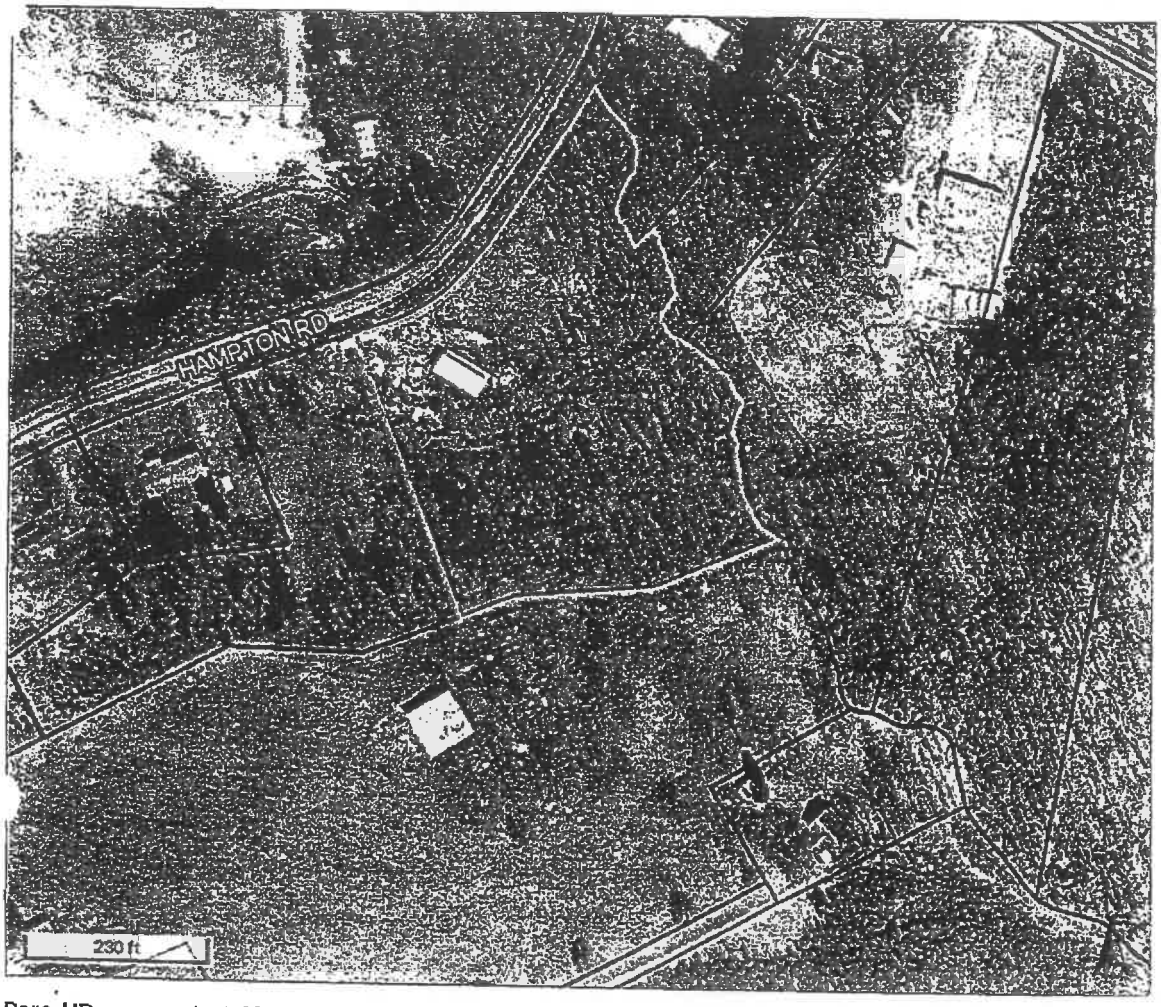
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DEFENDANT'S EXHIBIT 8 7-12-19

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Overview

Legend
- Parcels
- Parcel Line in ROV
- Roads
- County Line

Parcel ID	1-48-00-016.04	Alternate ID	172962	Owner Address	MEEKS DAVID R
Sec/Twp/Rng	n/a	Class	Qualified Agricultural Farm Improved		2325 HAMPTON RD
Property Address	2160 HAMPTON RD WELLFORD	Acreage	4.47		WELLFORD, SC 29385
District	n/a				
Brief Tax Description	S SIDE HAMPTON RD E OF LITTLE MOUNTAIN RD PB 165-309 (Note: Not to be used on legal documents)				

Date created: 11/5/2018
Last Data Uploaded: 11/2/2018 10:42:12 PM

Developed by Schneider GEOSPATIAL

DEFENDANT'S EXHIBIT 9 7-12-19

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INTENT TO ~~BUY~~ Ex of will power of Att and LISA SIMS

I TILMAN GIBSON agree to BUY FROM PATRICIA S MILLER

the property located at 2130 HAMPTON RD

The property shown on plat DR85M-903PG44363 described as follows A Portion APPX 2.5 ACRES + -

Property will be sold for the total sum of $ $16,000

A downpayment of _____ nonrefundable will be received as earnest money to be applied to price of property at closing on _____.

Lisa Sims 5/25/18
Signature of Seller

_____ ___/___/___
Signature of Buyer

Buyer Has agreed to pay for survey $1200
and property appraisal $350 Has paid TTL 350
and other closing cost 1350

DEFENDANT'S EXHIBIT 10 7-12-19

MILLER 36

ELECTRONICALLY FILED - 2020 Dec 02 3:06 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT

Patricia Miller,

Plaintiff,

vs. CA No. 2018-CP-42-03639

David Meeks,

Defendant.

DEPOSITION OF FRANK CLYDE MILLER, JR.

PURSUANT TO NOTICE and/or agreement of the parties, the within deposition was taken on the 26th day of June, 2019, commencing at the hour of 6:48 p.m. at 296 South Daniel Morgan Avenue, Spartanburg, South Carolina; attended by Counsel, as follows:

APPEARANCES:

Jason M. Imhoff, Esquire
THE WARD LAW FIRM
233 South Pine Street, Suite B
Spartanburg, South Carolina 29302
Attorney for Plaintiff

Gary L. Compton, Esquire
496 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Attorney for Defendant

ALSO PRESENT:

Patricia S. Miller
David Meeks
Teresa Baker, Ms. Miller's daughter

CONDENSED

ELECTRONICALLY FILED - 2020 Dec 02 3:06 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT

Patricia Miller,
Plaintiff,
vs. CA No. 2018-CP-42-03639
David Meeks,
Defendant.
_____/

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Spartanburg, South Carolina 29306
Attorney for Defendant

ALSO PRESENT: Patricia S. Miller
David Meeks
Teresa Baker, Ms. Miller's daughter

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REPORTED BY: Sandy Satterwhite Reporting/864-706-5698

STIPULATIONS:

It is agreed by and between the counsel for the parties that all formalities shall be waived until the time of the trial, except as to the form of the question and/or the responsiveness of the answer.

SIGNATURE:

Deponent expressly reserved his right to read over and sign this deposition transcript.

****

FRANK CLYDE MILLER, JR., being duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION BY MR. COMPTON:

Q. Mr. Miller, I'm Gary Compton, and I represent Mr. Meeks in this matter, and tell us where you live now?
A. I live in Columbia, 2101 Killian Lakes Drive.
Q. Okay, and what do you do there?
A. I am a legal administrator specialist for the VA.
Q. For the VA?
A. Uh-huh (affirmative response).
Q. And you are the son, are you not, of the Plaintiff in this matter?
A. Yes.
Q. Ms. Miller is your mom?
A. Yes.
Q. Okay. You used to live near this disputed property, did you not?

A. Yes.
Q. And can you tell us where near the disputed property you lived?
A. The street address was 2130 Hampton Road.
Q. Let me show you a photograph, and tell me, please, sir — let me mark that.

(DEFENDANT'S EXHIBIT NO. 1 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. COMPTON:

Q. Is that a picture of your home?
A. That's the home that I used to own, yes.
Q. That you used to own. Okay, and that's a photograph of it. Let me show you another document. Let me show you this one.

(DEFENDANT'S EXHIBIT NO. 2 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. COMPTON:

Q. Have you ever seen that drawing before?
A. Yes, of course I have.
Q. For the record that is a plat of a survey dated June 30, 2010 for David Meeks by Souther Land Surveying, is it not?
A. Yes.
Q. Okay. On that drawing, which has been marked as Defendant's Exhibit No. 2, there is a block drawn on there and "house" is written in it?
A. Uh-huh (affirmative response).

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Q. You see that?
A. Right.
Q. Is that approximately the location of the house where you used to live?
A. No. This is the house where I used to live. This was Tillman's house.
Q. Okay. Well, this is something we need to clear up. All right. Let me show you another one.
A. Because Tillman's house is to the left of me.
Q. It is right next door?
A. Right next door, yes. I believe I was 2130, he must have been 21, I guess, 20, because this is the line right here where the goats are.
Q. Okay. Let me show you this document, please, sir.
(DEFENDANT'S EXHIBIT NO. 3 MARKED FOR IDENTIFICATION)
(OFF THE RECORD)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Showing you what has been marked as Defendant's Exhibit 3.
A. Uh-huh (affirmative response).
Q. Can you point out your house, your former home, on this —
A. Yes.
Q. — on this drawing here?
A. It's right here, this one.
Q. Okay.

A. The long one with the — that's a building at that place at the edge of the driveway.
Q. That's a little outbuilding?
A. Uh-huh (affirmative response).
Q. That you have?
A. Yes.
Q. Okay.
For the record this is the — an aerial photograph with some other information from the Spartanburg County website?
A. Yes.
Q. All right. Now look once again at these two. Look at Defendant's Exhibit No. 2 and Defendant's Exhibit No. 3 and tell me if you can identify the house on that property?
A. The house —
Q. Where you used —
A. My house?
Q. Yes, sir, where you used to live?
A. That I lived? It would have been right, it would have been about right there in the block that has my name on it.
Q. All right. Let me let you then, let me ask you something else. Can you compare the shape of this lot here on Defendant's 2 and the shape of your lot on Defendant's 3?

A. I can. Now the aerial photograph with the — the map overlay is going to be more accurate than a computer generated picture of it, but when I've always looked at it, it looked like an opened book. If you look at my property and Tillman's property right here, it actually looks like a book that was opened and closed.
Q. Okay. So are you sure that Tillman's property is not, and pointing this out on No. 2, does not come this way and is over here?
A. Oh, his property does, because that was a big conversation, and we were very upset, my mother was very upset several years ago to find out that Tillman, the property actually runs in her front yard. We thought that it was stopped at the pole, but when they did the survey, it actually comes down into the field to where the drainage from the washing machine used to go.
Q. Okay. All right. Well, looking at these plats again, Numbers 2 and 3?
A. Uh-huh (affirmative response).
Q. Does it not appear that the shape of the lot with the house shown — drawn on it —
A. Uh-huh (affirmative response).
Q. — on No. 2 bear the same shape as the lot which you pointed out to be your house on Defendant's Exhibit No. 3?
A. Yes, it's the same shape.

Q. Okay. In fact, the house that's shown on the — the lot that's shown on No. 2 that says, "Frank Clyde Miller, Jr.," —
A. Uh-huh (affirmative response).
Q. — is an even rectangular shaped lot, is it
A. It's a .97. There's not — it's not exactly a square lot. I mean you don't find very many square lots, unless it's like a development where they've done that. It's almost, as you can see, it comes out when they came and did the survey for me.
Q. Yes?
A. This is it right here, basically. Where this comes up, it just comes out just a little bit more on that, on the — over here by the pasture, because a marker is like technically right there.
Q. Okay. So I'm still a little unclear. Are you sure that the lot shown with the house on it in No. 2 and the — that your house on No. 3 of the aerial photograph is or is not the same lot?
A. You're asking me if this and this is the same lot?
Q. Yes, sir.
A. No, it is not. This lot right here where this house is reflecting is right here where it says, "Frank Clyde Miller, Jr." This is the lot which I owned, was deeded to by my parents, and this is the lot that I sold to Mr.

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Meeks. That lot and that lot is the same.
Q. So you think Mr. Meeks owns this lot right here and not this lot right here?
A. Mr. Meeks purchased this lot from me.
Q. You're sure about that?
A. Yes, sir.
Q. Well, let me show you this one, then. This is going to be —
A. To my understanding that is the lot that I sold him, the lot that I lived on and that I had the house on.
Q. Oh, okay. So where on — where do you think the fence is accurately shown on Exhibit No. 2?
A. Okay.
This is Exhibit No. 2?
Q. Yes.
A. Okay. Which fence are we referring to?
Q. That's the fence that is along the side of your property.
A. That would be —
BY MR. IMHOFF:
Object to the form of the question.
BY THE DEPONENT:
— roughly right in here, give or take — if you look, as a matter of fact, when you — if you drive by the property and you look at the markers on Hampton Road right here, Mr. Meeks put the fence maybe a foot in, maybe nine,

ten inches in.
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. On his side?
A. On his side, yes.
Q. Okay.
A. And if you look actually — if you look at old aerial photographs, you can see where that was roughly where a fence was at one time back in the sixties and into the seventies and eighties.
Q. Okay. Let me show you this one.
(DEFENDANT'S EXHIBIT NO. 4 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. This is a plat marked Defendant's Exhibit No. 4.
A. Uh-huh (affirmative response).
Q. And I will represent to you that this was recently drawn. It is dated June 21, 2019, by Souther Land Surveying. Now look at all of these three drawings. This recent most recent drawing by Mr. Souther and you see the lot that's on here that's marked Manzanares, LLC?
A. Uh-huh (affirmative response).
Q. That is who you sold your property to, is —
A. Yes.
Q. — that correct? Okay. Compare those lots again and tell me if you're sure where the house sits now?
A. Where the house sits now?

Q. Yes, sir.
A. That I once owned?
Q. Yes, sir.
A. All right. The house that I once owned that I sold to Mr. Meeks is right there where it says, "Manzanares, LLC." This one right here.
Q. I'm handing you a highlighter. Would you highlight the lot on Defendant's No. 4 that you used to own that you recently sold to Mr. Meeks?
A. This one right here.
Q. Okay. Now look at Defendant's — I should mark these myself. Okay. That's 2. Look at Defendant's No. 2 and tell me, now what you told me was the one that shows you that has your name on it?
A. Uh-huh (affirmative response).
Q. That lot, that's where you house is?
A. Yes.
Q. So, look at it again and tell me whether your opinion on that has now changed?
A. It's in the geographical same location, yes. However, it looks like you have a different coordinate on this one. No, never mind. You do not. It's .16.03, .16.03, so, yeah, that's the same lot which is designated by the County. So this lot and this lot, according to the County records, are the same one.

Q. According to the County's records, what now?
A. Well, they have the same lot number. Is that not the number that identifies that plot of land?
Q. Well, what I'm asking you is that despite what may be — maybe may appear –
A. Uh-huh (affirmative response).
Q. — on these two lots as drawn on the surveys, what I am asking you is, is one of them is right and one of them is wrong, and for the record, the witness has with a marker has a made a mark on the exhibit —
A. I'm sorry. I apologize.
Q. — on No. 2. Well, that's okay. That's on my copy. That's No. 2, so that's not going to be part of the record, but looking at Defendant's No. 2.
A. Uh-huh (affirmative response).
Q. The lot that you have marked on there says, "Frank Clyde Miller, Jr."?
A. Uh-huh (affirmative response).
Q. And Map Reference No. 148-00-016.03, does it not?
A. Yes.
Q. And on Defendant's No. 4 where you marked, that — that information is the same except it says, "Manzanares," right?
A. Yes.
Q. Okay. Well, assuming for a moment that information

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wasn't' even listed on the lot?
A. Uh-huh (affirmative response).
Q. Can you tell me if those are, in fact, the same lots? It's the same surveyor and it's the same property, but are we looking at the same lots on both plats?
A. Looking at the aerial map, looking at the — yeah, I would say it is.
Q. Okay.
Let me show you a couple of other photographs and a couple more plats, as well. This will be Defendant's No. 5.
(DEFENDANT'S EXHIBIT NO. 5 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Tell me, if you can, Mr. Miller, what that photograph represents?
A. This is 2150 Hampton Road where I once resided. That is my driveway. This is the side yard, and that row of trees right there is where the old fence was back when I was kid. If you look closely, like I said, from the aerial photograph you can tell, because it kind of goes down like that, and that's where that fence was.
His fence behind those trees, like I said, maybe a foot, 9, 10 inches to a foot in is where he put the fence.
Q. Okay. Can you point out on any of these plats or any of the exhibits in front of you where that fence is located?

A. On this one that fence is located right here.
Q. Okay. Now and you're pointing to Defendant's No. 2?
A. Yes.
Q. And it shows a fence line on the — drawn on here and written on here?
A. Uh-huh (affirmative response).
Q. But your testimony is that is not in fact where the fence is?
A. No, that is where the fence is.
Q. That is where the fence is?
A. No, no, no. That is — that is Tillman's house.
Q. That is Tillman's house?
A. This is Tillman's house.
Q. Okay.
A. The fence is right here to the right side.
Q. Okay, and that is depicted, you say, in Defendant's 5?
A. Yes, sir.
Q. Right there. Okay. I'm showing you one more photograph of the fence. This would be Defendant's No. 6.
(DEFENDANT'S EXHIBIT NO. 6 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Is that a picture of the fence that's seen from Hampton Road?
A. Let's see, here's Hampton Road. I'm trying to think because everything grows up over there so fast. I would

say, yes, because that looks like my old yard, which has been cut, and that's a corner post, so, yes.
Q. That's at the corner of the lot where you used to live?
A. That appears to be so, yes.
Q. Okay, and on Defendant's 2 —
A. Yes, because there's a driveway right here, because I see car tires.
Q. Yes?
A. So that would have to be a driveway.
Q. And on Defendant's 2 you would put that point at about right there?
A. Roughly, if he was taking that picture, it would be right in that, yeah.
Q. As opposed to right there where the fence line is shown on the plat?
A. No, there that is Tillman's property, and that is — there's a power line, power pole right there, and the power pole just to the left of it is where the property mark is for Tillman, which is basically right where that highlighted orange mark is.
Q. Okay. One last photo, and this is going to be Defendant's No. 7.
(DEFENDANT'S EXHIBIT NO. 7 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. And this photograph, Defendant's No. 7, Mr. Miller, is —

over here on the edge, on the right edge of it, that's — is that your outbuilding or what was that?
A. That is the outbuilding that I purchased and put on the property at the end of the driveway.
Q. Okay, and it shows the fence?
A. It shows the fence and that's — because I've always like those oak trees right there. That's why I never cut them.
Q. Okay. All right. Very good.
All right. I don't think I'm going to be able to clear this up with these plats, but I'm going to try them anyway. Let's mark this as Defendant's No. 8.
(DEFENDANT'S EXHIBIT NO. 8 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. I'm showing you No. 8, Mr. Miller. Do you recognize that plat drawing?
A. Let's see, that looks roughly about the same road footage and back footage that I had. Of course, like I said before, it's not square, but that could be — now that says, "Total one acres," so that is not the property that my house sat on. My house sat on .97 acres.
Q. That's a rectangular shaped lot, isn't it?
A. Yeah.
Q. Fairly evenly shaped lot?
A. Uh-huh (affirmative response).
Q. Okay.

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A. And it's a little bit more property than what was on my property.
Q. Okay. Can you tell me, if you know, where on the — on the drawing, which is Defendant's No. 4, where Defendant's No. 8 is located?
A. Is there a number, a plot number, plat number?
Q. Shown on the plat is 148-00-16.0?
A. 16.0, and this is 16.03. This is 16.02. According to this, it's right here.
Q. Well, would you agree with that or —
A. No.
Q. — not?
A. I mean, then, again, I don't know. When was this made? Because it's got "Frank Miller" all the way around it.
Q. Yes?
A. So I'd have to ask when was that — when was that generated?
Q. Well, the date on it is May 17, 2007.
A. Okay. May 17, 2007, would have been a time frame that I was moving back. Now that, according to this, and I do not know exactly how Spartanburg County did it up, I do not think this is partly here, because this is 16.06. This is 16.0.

So if I'm going off just what the book map and parcel number was, I would have to say, that's 16.6 and

that's 16. — if was I going off the parcel number, if I was going off the property book, and I was looking at the book, the map number or the parcel number and I matched that up, 1. — I would say that's here.
Q. But that's your mother's house, right?
A. Yeah, that's my mother's house.
Q. Okay, but —
A. And I am — like I said, I am just going — because this is a — now this is Hampton Road right here. So I orient it this way, this is Hampton Road, and this is Hampton Road that comes across here. If I have to match that up, it would be here if I was going by the map records.
Q. Okay, but it's — if this property was all put together all at one — all in one parcel in 2007, —
A. It would be listed as 00.
Q. It would be listed as 00?
A. Uh-huh (affirmative response).
Q. All right, which would include this over here?
A. Yes, at that time it would have.
Q. Okay. Is it possible, Mr. Miller, that it's located right here?
A. Yes, because that's where I originally was going to put my house.
Q. Okay. So you — was this drawn because this is where you were originally going to put your house?

A. Yeah, that might be the one that was drawn, because I was going to get a full acre, and I was going to put my house, because I wanted, because I had a Great Aunt Gladys, and I know I don't want to get off track, but Aunt Gladys loved this parcel, this land down here.
Q. Gladys is your wife?
A. No, my great aunt.
Q. Okay.
A. She passed away years ago.
Q. Okay.
A. Gladys loved this land down here.
Q. Okay.
A. And I remember her talking about it, and my father used to say Aunt Gladys used to like it. I had a good relationship with Gladys, my aunt, and I wanted to put a house here, even when I was a kid. This house was originally supposed to be here.
Q. Okay.
A. We did all the paperwork. We did all that. The reason we had to move it was this land here, because the creek, I guess, flunked the perk test for the septic tank.
Q. I see.
A. So when the County came back and said I couldn't put the house there, they wouldn't give us a permit, I went back to my parents. We talked it over, and we moved it up,

because, one, the thing with Gladys, and, two, I wanted a buffer. I wanted a little bit of privacy between neighbors.
Q. Okay.
A. And I figured if my house was down here and I would have this property up here, that, instead of going by my parents, I would have that, that buffer.
Q. Okay.
A. But like I said, when the perk test failed, it had to be moved up.
Q. Okay. So —
A. So it was the second site, this one.
Q. All right. So you moved it up one?
A. We moved it up one acre, and that's why it wound up being .97.
Q. Okay. Well, on my copy of Exhibit 4 there, would you — would you, with this blue pen —
A. Uh-huh (affirmative response).
Q. Actually, maybe I think you need to do it on the original one. Where is Exhibit 4?

Show me on Exhibit 4 with this blue pen where you think Exhibit 8 is located?
A. This would have been the driveway here, because we — I remember we talked about it, and we were going to make the driveway where the original gate was for the horse

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pasture. The original horse pasture that was here and that's where we were going to put the driveway, and it would have been roughly right in here.

Q. Okay, and put a little eight by your X there.

A. (Indicating.)

Q. Okay. So now on that drawing where would the fence that we've been talking about that's depicted in the pictures, where is it located?

A. If I put my house originally where I wanted to down below, the fence right now would be roughly where this line is right here.

Q. With the highlighter, would you place where the fence is?

A. Where the fence would be or is?

Q. Yes, sir. Where it is.

A. The fence is right here.

Q. Okay.

A. Like I said, within a foot of the line.

Q. Okay. Thank you. All right, and finally on the plats, let me show you this one.

(DEFENDANT'S EXHIBIT NO. 9 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. COMPTON:

Q. Is that, Mr. Miller, the plat that was drawn for you for where your house is actually located?

A. Yes, and that, and the reason I know for a fact that is, is because the shape of the property. It wound up being

right at .97, and it is .97, and then one was 175 feet across the front. This is 166, and it went like this, which represents the opposite side of the book, but I always looked at as Tillman's property, it looked like a book. So this is where my house was before I sold it, and this was the second choice in the location we placed it.

Q. Okay, and talking about your lot and Tillman's lot looking like a book, that's really shown well on Defendant's Exhibit No. 4, isn't it?

A. Yes.

Q. With Manzanares' lot which was formerly yours?

A. Uh-huh (affirmative response).

Q. And Tillman Gibson is there?

A. Yes.

Q. Okay. All right.

Looking once again, though, at Defendant's No. 2, and tell me, again, where Defendant's No. 8 is located on that plat?

A. Okay. Where this is located here?

Q. Yes, sir. What I'm asking is where is the lot depicted in Defendant's Exhibit No. 8 located on Defendant's Exhibit No. 2?

A. This lot would have been right here. As the curb comes around, the original gate to the cow pasture, like I said, would have been like, again, the original cow pasture was

back in the sixties and seventies when it was put in there, I guess. The original pasture is down here. The gate, it would have been right, right here.

So it would have been the acre down here, right here, basically, roughly where that barn is.

Q. Okay, but once again, if your lot and Tillman's are like a book, and looking at Defendant's 4, you have a diagonal, you know, a —

A. Uh-huh (affirmative response).

Q. — slanted line that way, and isn't that the same lot, which is shown in Manzanares on Defendant's Exhibit 4, isn't that the same lot that the house is shown on Defendant's No. 2?

A. I'm sorry. Say that, again.

Q. The lot on Defendant's No. 2?

A. You're talking about where Tillman's house is.

Q. Well, what you say is Tillman's house?

A. Okay.

Q. Which your testimony so far has been this is Tillman's house?

A. Right.

Q. It has a diagonal line at the back end, doesn't it?

A. Yes, his does.

Q. And it —

A. Everything that I've ever seen on the County's website and

every plot that I've ever seen has that diagonal, yes.

Q. And it adjoins a regular rectangular lot that's designated Frank Clyde Miller, Jr., on here?

A. Uh-huh (affirmative response).

Q. Okay.

A. But this is a better — obviously, this looks like a more accurate description of the property —

Q. Okay.

A. — on this one.

Q. But didn't you previously tell me that the lot shown as on Defendant's 8, which is a rectangular lot, —

A. Uh-huh (affirmative response).

Q. — is located on the — you think is located on the 8 right here?

A. Oh, I know it would be, because that is where we originally wanted to put the house, but the County said no.

Q. Okay, but what you told me, though, is that this lot on Defendant's No. 2 is over here?

A. Yes.

Q. On the left hand side. Are you sure it's not that right there?

A. I'm positive it's not that right there.

Q. Okay, but even though that's got a — that's an angular lot, and it's shown on Defendant's 4 as the one that —

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you've identified that as the lot where you used to live?
A. Right.
Q. All right, but you think that what's shown as the house on No. 2 is Tillman's house?
A. Holy crap. No, I cannot say that, because looking at the angle and looking at this and comparing it to the maps, if I had to compare it, I would have to say that that property is where Tillman's house is, which doesn't make any sense, but, yeah, I — I would say that somebody made a mistake with one of these, and I don't know which one, but I do know that this, when I look here, all right, the .97, .97, this lot is better represented on this picture. This lot would be better represented here.

Now what I would want to see is what this lot looks like next to this one.
Q. Well, don't you see that in Defendant's No. 4?
A. If this lot, yeah. Yeah, I can't explain that.
Q. One of these plats is incorrect, do you agree?
A. Absolutely one of these plats is incorrect.
Q. All right. You're not sure which one?
A. I am not a surveyor. I have dealt with surveys before with — in real estate, but I am not a surveyor. If I had to choose, if you asked me to pick which ones matched, I would match this one to this one and this one to this one.

BY MR. IMHOFF:
Can you identify the exhibit numbers?
BY THE DEPONENT:
I would match No. 8 to what I was assuming to be in here as to what it says my name, Frank Clyde Miller, Jr., and that is the only land that I have ever legally owned in my name. The only piece of land I've ever legally owned was right here. To my thought, but when we're looking at this, it appears to be right here.
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Okay. If Defendant's No. 2 —
A. Now which is 2?
Q. Right here.
A. Right here. Right.
Q. Accurately shows in the block where it's handwritten and drawn and it says, "House," and that's your house?
A. Uh-huh (affirmative response).
Q. Does it accurately show the fence line?
BY MR. IMHOFF:
Object to the form. I object to the exhibit, also. It has writing on it that is not his.
BY THE DEPONENT:
I'm sorry. What?
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Well, he can object to any question I ask.

A. Okay.
Q. But you still have to answer it.
A. Right.
Q. Let me repeat the question.
A. Okay.
Q. Assuming that the Defendant's Exhibit No. 2 accurately —
A. Which is this one.
Q. — shows where you house was located —
A. Uh-huh (affirmative response).
Q. — in the block that's handwritten and drawn on there, "House," —
A. Uh-huh (affirmative response).
Q. — does it also accurately show where the fence line is?
A. Yes, because this, looking at this, and I don't know how we would get that, I mean I guess the County — but, I mean, I guess the County, that was if this and this is the same, then, yes, the fence line is, if you were standing on the front porch of my old residence, the fence line with the zoo would have been to your right. If you're standing looking at the house from Hampton Road, it would be on your left. So, yeah, that would be it.
Q. Okay. Do you remember when the fence went up?
A. Oh, yes, I do.
Q. Yes?
A. That was a quite, um, quite an ugly, ugly time.

Q. How so?
A. I was very upset with my mother for selling the property. I made it — I actually went, sorry to say, but I actually wanted to confront Mr. Meeks, and I actually went out one day to confront him. We actually had words about it. We were not very nice. I was not very nice to him at all, and we were going to, I tried to get my mother not to sell the property, because I, you know, told her that it was a bad deal, that she shouldn't do it. I didn't like the way the fence looked.
Q. Was this before or after she signed the contract?
A. Well, that's the thing. The contract. I had nothing to do with the contract. I was told the contract was signed. I saw the contract. When I read the contract, I immediately, and there's emails between me and all my sisters discussing this contract going back to 2012, 2010 discussing it.
Q. Showing you a document.
A. I was very upset.
Q. I understand, but showing you — I need to mark this one and give you this one.
A. Okay.
(DEFENDANT'S EXHIBIT NO. 10 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Showing you what's marked as Defendant's Exhibit 10. Is

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that the contract that you're referring to?
A. Yes.
Q. So you've seen that before?
A. Yes, and when I saw this and read this, I went ballistic. I told my mother that she was — I remember she told me what she was receiving for the property. I told her she's selling the land way too cheap. I did not want animals right next to me and behind me and not to sell the property. I pled with her.

I remember my sister Teresa was actually going to give her money back to give to Mr. Meeks that she had gave me earnest money. We had given her earnest money, and we got — we were going to give it back. As a matter of fact, I was taking it up to Mr. Meeks that day, and then it was called off. My mother decided she didn't want to give the money back.
Q. And she went ahead with the sale?
A. Yes.
Q. Okay. Looking at Defendant's No. 10, it says, "Purchaser of the following described property," and that's handwritten out, isn't it?
A. Yes, it is.
Q. Can you read it?
A. "All that property that joins Frank C. Miller, Jr., Roy McGraw joins Hampton Road continues to center of the creek

at lower end of the property."
Q. Okay. Looking at Defendant's Exhibit No. 4, can you tell me, Mr. Miller, what property on that plat —
BY MR. IMHOFF:
Objection.
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. What property that describes?
A. Okay. On this one right here?
Q. Yes, sir.
A. Okay.

On this one, okay, the — David or — this is — when I say, Roy McGraw, David or Edith McGraw, this is their property here. I don't know how far back that property goes, but I do know that, ever since I was a kid, their property was always behind our property from the creek all the way up to Little Mountain Road. All right?

So when I read that, all that property that joins Frank C. Miller, Jr., where it says, Manzanares, that was Frank C. Miller, Jr.
Q. Yes, sir.
A. All that property that joins Hampton Road, which this is Hampton Road, okay, Roy McGraw, Roy McGraw is back here. Okay. I've only owned this property, so it would be from here to here at the center of the creek down here. So my

property line is here. Okay, and she's not selling my property. She was selling her property. So all her property would have been all the property that bordered my property, which is here, across Hampton Road, which is here, and the creek, which is depicted by the squiggly line, because, of course, creeks move. That's why the property is always in the center of the creek.
Q. Right?
A. Is here. So if you read this, she sold all of her property that bordered with me and Roy McGraw, which would have been from here to here.
Q. Okay. All right, and you are pointing to basically the — I'll tell you what. Let's do something even better than that. Let me — let me get a — let's take a break for just a second.
A. Sure.
(OFF THE RECORD)
(BRIEF BREAK IN PROCEEDING)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. I'm handing you a red pen, Mr. Miller. Would you on Defendant's Exhibit No. 4 —
A. Okay.
Q. — outline what you believe to be the property described in the contract to be sold?
A. Okay. All the property that joins Frank C. Miller, Jr.,

Roy McGraw, and, again, this is not my property. This is on my mother's property. So all the property that joins between my property, Frank C. Miller, Jr., and Roy McGraw, is this property. This is Roy McGraw here. This is me here. So it would be this property joins Hampton Road. This is Hampton Road right here. So then from here —
Q. Well, that was yours at the time?
A. At the time, right.
Q. So it would start beyond yours?
A. Oh, that's right, so — right, so it would be here, from here to here to the creek.
Q. All right.
A. Which that's why I said for which she was receiving $14,500, means like $15,000, I told her that was a ridiculous amount of money, and that —
Q. Ridiculously low?
A. Ridiculously low and that she should not sell that property.
Q. Okay.
A. I advised her against it.
Q. To finish up right here, if you would connect your dots there with the red. Just go around the outline of the outside of it.
BY MR. IMHOFF:
Just for the record, I object to that whole line of

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questioning of that exhibit and continuing objection.
BY THE DEPONENT:
And then, of course, the creek would be —
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Yes, sir?
A. Right here.
Q. And all that, too.
A. And like I said, this is just going strictly off of this contract.
Q. I understand. That was my question.
Now, of course it's not closed in, so it would have to come —
A. This would have to be closed in, because I own here.
Q. Okay. Yeah.
A. So like that would be the property shoulder.
Q. And then around the back of yours, too?
A. Right, because this would have been my property.
Q. Yes?
A. At the time.
Q. Okay. All right. So what is outlined in red on Exhibit, Defendant's Exhibit No. 4, is what you — is how you read the contract is the property to be sold?
A. Yes.
Q. You said that you're in the real estate business?
A. I was. I still have a license, but I moved to Columbia

and took a job with the VBA.
Q. With the —
A. The VA, Veteran's Benefits Administration.
Q. Okay.
A. There's a VHA, VBA and then the National Memorial.
Q. Okay. That's what I thought you said.
Okay. Back to when the fence went up. You said that it bothered you that the fence went up?
A. Uh-huh (affirmative response).
Q. And then the animals came, I guess, after that?
A. Yes.
Q. And what kind of animals are there?
A. They're goats.
Q. Are they billy goats or what kind?
A. They're, from my understanding, they're — they're not billy goats. They're not cheap goats. They're — they're from — of the euro mountains. They're very pretty goats. I was actually pretty pleased with — they actually wound up being a very soothing, having a soothing presence. I actually enjoyed sitting and watching the goats.
Q. Really?
A. After a while, yeah. I thought they would smell. I thought they would stink. I really was upset that my mother had sold that property. I thought she was getting

ripped off, and, honestly, I just didn't want to be next to a bunch of smelly goats.
Q. But these goats aren't smelly?
A. Well, I'm sure they smell if you get close enough to them. I mean any animal would.
Q. All right.
A. But there was no odor that lofted up into my yard, no.
Q. So you never did — you never were bothered by any smell?
A. No. Every once in a while one of them would get out, and we would call the zoo and let them know, because we didn't want them to get hurt. There was one on top of my car one day, which was funny.
Q. On top of your what?
A. Car.
Q. Oh?
A. Didn't do any damage. It was an old convertible, and there was one that was on my front porch one day, and that was hilarious, because the way it scampered off, we still joke and laugh about that, but that, Mr. Meeks fixed the fence, so that never was an issue, again.
Q. Did they make any noise?
A. You could hear them, you know, do whatever the goat noise does every once in a while if you were down next to the fence.
Q. Was it bothersome to you?

A. No. Like I said, they were actually very relaxing. Like, actually, I enjoyed sitting there drinking my coffee and looking at them.
Q. But they didn't make a sound like a billy goat makes, ahhhh, that they can make?
A. No, they make goat noises, but, I mean, like I said, you know, once you, you could hear them if you were outside in the yard, but —
Q. Loud as a barking dog?
A. Probably not even that, because they went all the way down to the creek. So they had all that land back down there. See, they would only come up to the fence if I was walking around the fence. I guess they were looking for a handout, thinking I was going to feed them.
Q. I see. When the fence went up, did anyone suggest to you that it was not where it was supposed to be?
A. No.
Q. Okay. Your mother lives like three doors up?
A. Two doors up.
Q. Two doors up?
A. Uh-huh (affirmative response). The other — there's one house between me and my mother. That's Tillman's.
Q. I see.
So it was you, and then Tillman and then your mom?
A. Then my mother, right.

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Q. Okay, and I take it your mother would get out a fair amount. Was she driving during this time?
A. Yes.
Q. Did she ever say to you that, "That fence was in the wrong place and we need to make Mr. Meeks take it down"?
A. No.
Q. Did she ever suggest to you that, when he started working on the other side of the fence, that the improvements that he was making over there was on her property?
A. Which other side of the fence?
Q. Well, on his side of the fence he built a shed, built some other things for the goats?
A. Are we talking about the property directly behind my house or are we talking about the property where the big barn is?
Q. Where the big barn is.
A. No.
Q. Okay. So she never objected to any of that going up?
A. No.
Q. Did any of your other family members suggest to you that those improvements were on their property?
A. No.
Q. Did you ever have any reason to believe that she thought that he was trespassing, Mr. Meeks was trespassing?
A. No.

BY MR. COMPTON:
Okay. Give me just one second. Let's take another break.
(OFF THE RECORD)
(BRIEF BREAK IN PROCEEDING)
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. Mr. Miller, did the animals that Mr. Meeks had over there, did they in any way negatively affect your ability to enjoy your property?
A. No. Any time there was an animal that got loose, we would call down there, and it would be rectified very quickly.
Q. Do you recall when the new fencing went up behind your property?
A. Yes.
Q. All right. Did that happen while you were still there?
A. Yes.
Q. Okay, but did it happen before you entered into a contract to sell Mr. Meeks your property?
A. No, I think he — that happened after I sold the property.
Q. After you had —
A. Right.
Q. All right. Did you believe when that additional fencing went up, which was — well, let's clarify this exactly where that fencing is. Okay. Looking at Defendant's No. 4, if you would, show me where that fencing is that, we're

talking about now, went up.
A. That would be basically directly behind my property right here.
Q. Okay. Just directly behind your property?
A. Right.
Q. All right. When the initial fence went up, it went from Hampton Road all the way to the creek, correct?
A. No, the creek is over here, right. So you're talking about over here?
Q. The creek is right here, right?
A. Okay. This is not a creek. This is —
Q. Oh, this —
A. No, this is not a creek. The creek is here.
Q. That is not a creek down there?
A. No, this is where McGraw —
Q. McGraw?
A. This is the creek.
Q. Okay.
A. So it went all the way to McGraw's property?
Q. All the way to McGraw's property. I'm sorry.
A. Yeah.
Q. All right. It did not turn the corner and go behind your house?
A. No.
Q. Do you know why he didn't — did you ever have any

discussions with Mr. Meeks about why he didn't —
A. No, and I was very interested, because I wasn't sure if my mother had sold that land or not, and I'll tell you why. I was not sure if that was the final contract, because there was some discussion, and, like I said, I was not involved with the contract. I was not involved with the closing. My sisters were involved. I believe it was Kathy was the one at the time that was helping my mother with her finances, and so I had no idea. I did not — was not sure if Mr. Meeks owned that property. According to the one contract that it says of it, I figured it did.
Q. You thought he did?
A. Right, but I did not know for sure, and the reason I didn't know for sure was several years ago I saw that on the property on the County website it didn't list him as the owner of that property behind me. So I inquired, even talked to my sister who was helping my mother at that time, about me buying it, and then I went down to the County, and I talked to the County, and they looked at their records, and said, "No," that Mr. Meeks owns that property. Then I dropped it.
Q. The County at one point told you that Mr. Meeks owned the property directly behind your house?
A. Uh-huh (affirmative response).
BY MR. IMHOFF:

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Object to the form.
BY THE DEPONENT:
Yes, because I went and I asked, and I even went to my mother, and I showed — told my mother what I had saw on the County website, and then once I became a real estate agent, I found out that Spartanburg County is notorious for not being accurate, and they are in real estate. They're very inaccurate, and they told me that Mr. Meeks did own that property. So I just backed off of it.
BY MR. COMPTON:
Okay.
BY MR. IMHOFF:
Same objection.
DIRECT EXAMINATION CONTINUED BY MR. COMPTON:
Q. But at the beginning you assumed that the property behind your house had been sold?
A. At the beginning from the contract that I saw, yes.
Q. Okay, and as you've drawn it on one of our exhibits here and outlined it with a red pen?
A. Yes. Like I said, I thought that they may have had another contract, or if there was another contract that I didn't know about, that if indeed they did go back and renegotiate, like I said, I was not a part of that.
Q. Okay. All right.
At some point did you have any discussions with Mr.

Tillman Gibson about the property?
A. No. I only had discussions after Mr. Tillman — the only time I discussed the property with Mr. Tillman was when we found out that when he did the survey, well, the only — I had discussions about the property with Mr. Tillman twice. The first one was several years ago when the survey was done, and we found out that the original property line that his house is on goes in toward the yard more than they thought on my mother's yard. I had that conversation with them, and I had a conversation with him about the property after I came home one day and I found markers in my yard in my backyard, survey markers. I saw a working drift pin with an orange tag, and I saw orange tape, and it was all the way up to Little Mountain Road, and it was in my backyard, and I was like, "What the hell?" So, I went over and it was in his yard, too. So I went over and knocked on his door. I said, "Hey, what are you doing?"
And he said, "Well, I just wanted to do a survey of my property."
I'm like, "Okay. Well, why did you survey my property?"
And he said, "Oh, I just want to get an accurate description of where my property is."
I'm like, "Okay. No problem." I said, "Well, who

did you use?"
He said, I used so-and-so, and he gave me the name.
So I went back over to my house, because I was upset that there was a working pin in my yard. I have not given anybody any permission to come in my yard and do any survey work. So I called the company up that he said that he was using, and I asked them, I gave them my address, I said, "I just want to know why you have a survey pin in my yard and why is there a working pin in my yard that they shoot estimates off of?"
And they said, "Oh, well, our client is planning to buy all that property back there."
I'm like, "Okay. No problem." You know, like that's odd.
Mr. Meeks had called me up and asked me why I was — he asked, "Hey, what's going on? I see all those markers." Actually, no, let me go back.
I saw the markers. Mr. Meeks called me up and said, "Hey, do you know what's going on? I see all these markers."
I'm like, "I'm not sure, but I'll try to find out," because I was interested, because, like I said, I saw that marker in my yard. That's when I talked to Tillman after I saw the marker in my yard, because, honestly, I didn't really care until I saw the marker in my backyard, because

if you want to survey property around you, it's none of my damn business. I don't care. All right, but when I saw the marker in my yard, I'm like, okay, I do need to know what is going on.
I went over there. He just said he was trying to survey his property. I didn't question him about, "Well, why are you surveying all the property around you then?"
I just went and called the company that he said he was using, and that company told me over the phone that their client was looking at buying the property that he had surveyed.
Q. Okay.
A. So when Mr. Meeks asked me again, "Hey, did you find out what's going on?" I told him. "Well, this is what the survey company said," and then I know that him and Mr. Tillman had some conversations.
Q. But you didn't have any direct conversations with Mr. Gibson about this?
A. No, I left it alone at that.
Q. Okay.
A. Because, again, I did call that company from Greenville.
Q. Right?
A. And I did ask them to come and remove that pin out of my yard.
Q. When is the first time that you learned that your mother

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was taking the position that she still owned this property, this ---

A. At that point.

Q. At that point?

A. Uh-huh (affirmative response).

Q. And this would have been when?

A. Right when I was selling my property.

Q. Okay. So this would have been the middle of last year?

A. Roughly, yes.

Q. Summer of ---

A. No, before that, about probably April, May.

Q. April or May of 2018?

A. Uh-huh (affirmative response).

Q. Okay. Up until that point, your mother had never suggested to you that that was her property behind your house?

A. No.

Q. In the part where the goats were?

A. No.

Q. She never had, she never said that?

A. Now she --- she at several times, I don't --- okay. Several times she had said that she did not sell the property behind my house. I said, "Mom, yes, you did," and I showed her in the contract. I said, "The property behind my house is listed on this contract. Do you not

understand that?"

And she kept telling me that it wasn't, and I showed her on the contract that it was, and this is back in 2010.

Q. Okay. So, before or after the sale to Mr. Meeks?

A. Both before and after, and there's very --- like I said, there's lots of email traffic that I still have from like me and my sisters talking about that sale and selling the property behind my house, because I was very upset about it at the time.

Q. Okay, but after the closing you said that she never expressed to you that he was occupying her property, trespassing on her property?

A. No, that's when she closed with him in 2010. She never said he was occupying her property.

Q. Okay, and I think you told me that she's never to this day hasn't objected to his fencing?

A. No, not the fencing, not the original fencing, no. She did not have an objection until the fencing directly behind the property that I sold him, that is when the objection came about.

Q. I see, and that fencing went up after your sale to him of your property?

A. After we into contract, right. We went in contract in May, I think. May of --- we did it here May of 2018, April, May, something like that.

Q. Okay, but it was after that?

A. Right.

Q. When the fence went up?

A. Uh-huh (affirmative response).

Q. You moved in?

A. August, September of last year, roughly.

Q. You were there for several months after the contract?

A. Yes. Uh-huh (affirmative response). Right. We went into a contract. We went into contract, sold the house. I want to say May, and we stayed there until we had jobs lined up, and --- well, didn't have all the jobs lined up, but until we got things organized to move to Columbia.

BY MR. COMPTON:

I think I'm done, Jason. Let me talk to Mr. Meeks for a second.

(OFF THE RECORD)

BY MR. COMPTON:

I have one last question for him.

BY MR. IMHOFF:

Okay.

DIRECT EXAMINATION CONTINUED BY MR. COMPTON:

Q. Clyde, has your mother ever complained to you about any problems with the goats?

A. No.

BY MR. COMPTON:

That's all I have.

(OFF THE RECORD)

CROSS EXAMINATION BY MR. IMHOFF:

Q. Mr. Miller, my name is Jason Imhoff. We met before your deposition?

A. I have not met you before.

Q. Before we went on the record.

A. Oh, okay.

Q. For your deposition.

A. Okay. Here we met, right?

Q. Yes, I'm sorry, but I represent your mom in this lawsuit that she's filed against Mr. Meeks. Mr. Meeks' attorney, Mr. Compton, asked you some questions, and I'm going to ask you questions about his questions, and I have some of my own questions. Okay?

A. Absolutely.

Q. I'm going to use his exhibits, and I'm going to go backwards a little bit. Let me ask you about Exhibit No. 3 is a Spartanburg County, it looks like, aerial map?

A. Uh-huh (affirmative response).

Q. Can you recognize your home in that ---

A. Yes.

Q. On that map?

A. The one that I previously owned, yes.

Q. Say that one more time?

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A. The one that I previously owed.
Q. Yes, that's right. The one that you sold.
All right, and is that —
BY MR. IMHOFF:
Gary, you don't want me to not have him mark on your exhibits?
BY MR. COMPTON:
If you just make sure the record reflects where he's marking on it, it's okay. That's the exhibit to the deposition.
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Let me see how I can describe this for the record without you writing on that. Was that address of that home 2150?
A. Yes.
Q. Okay. You stated earlier in your deposition, you may have mis-spoke, but that it was 2130. 2130 is —
BY MS. MILLER:
That's —
BY THE DEPONENT:
No, I said 2150. 2130 is my mother, and I said Tillman, I was speaking about his address was probably like 2120 in between.
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. I don't want to —
A. I never said that my was 2130.

Q. Earlier in your deposition you actually did.
A. I did not.
Q. Okay. I'll let —
A. You can play it back. I'd like to see that. I did not say that.
Q. Okay.
A. I said my address was 2150.
Q. Okay.
A. Can I see that? Can you show it to me?
Q. We'll let the transcript speak for itself.
A. Can I see the transcript?
Q. She has to type it up.
A. Oh, I understand that.
Q. Mr. Miller, please calm down.
A. But I will get a copy, right?
Q. Please.
A. Well, you're just saying I said something I did not say.
Q. Okay. I understand that you disagree with what —
A. I do disagree with you, yes.
Q. — with what we heard, okay, and I'll let the transcript, when she types it up, —
A. I'll be glad to see it.
Q. — stand for itself.
Let me just ask you another question please, and please try to relax.

Did you ever live at 2150?
A. Yes.
Q. As a child?
A. No.
Q. Okay. As an adult?
A. Yes.
Q. Is that while you were waiting for your home to be put on the lot that your mother gave to you?
A. No.
Q. Is the home reflected here where you lived address 2130?
A. No.
Q. Okay. It's 2150?
A. Yes.
Q. All right. Okay. That's not even the set of questions I wanted to ask you.
In 2010 when your mother sold property to Mr. Meeks, you were not involved in that sale; is that right?
A. That is correct.
Q. Did you ever see the contract before the closing?
A. Yes.
Q. You did. Okay. Exhibit No. 10 has been introduced as that contract. Is this the contract that you saw in 2010?
A. Yes.
Q. Okay. Did you see it after it was executed?
A. No. I saw it before it was executed.

Q. Okay.
A. And, like I said, I don't know when they were actually executed.
Q. Okay. Did you ever see your mother's signature on it?
A. Yes, right there. Mrs. Frank C. Miller.
Q. Is this your mother's signature?
A. Yes, Mrs. Frank C. Miller.
Q. Okay. I understand that's what it says, but do you recognize this as her writing?
A. Yes.
Q. Did she ever put "senior" behind her name?
A. Yes, when she signed for my father, because she was his like POA.
Q. What does that signature say?
A. That says, "Mrs. Frank C. Miller, Sr."
Q. Is that what it says?
A. Yes, "Mrs. Frank C. — Mrs. F. C. Miller, Sr."
Q. Okay. Thank you. All right. So it said — it says, M-r-s period?
A. Uh-huh (affirmative response).
Q. F period, C period, Miller, Senior period?
A. Yes.
Q. That's what it says?
A. Yes.
Q. So that is not your mother's signature?

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A. I've seen her use that signature on other papers.
Q. Okay, but that is your father's signature?
A. That is my father's name.
Q. Okay.
A. But, no, that's not my father's signature, because my father wouldn't have "Mrs." in front of it.
Q. Before you saw this today, had you ever seen this, the contract signed?
A. Yes.
Q. By, with this name on it?
A. Yes.
Q. All right. When the sale went through, you said that Mr. Meeks put fencing up next to your home; is that right?
A. That's correct.
Q. Okay, and that fencing went all the way back to Mr. McGraw's property?
A. Yes.
Q. Did it follow your property line as it continued past your property toward Mr. McGraw's property line?
A. Yes.
Q. It did?
A. Uh-huh (affirmative response).
Q. All right. Did it ever — was the fencing ever directly behind your property?
A. No, it was to the side of it.

Q. Okay. A continuation of your — is this west here?
A. I'm not sure. I don't have a compass.
Q. Okay, but it's —
A. That's Hampton Road.
Q. As you look at your house —
A. Uh-huh (affirmative response).
Q. — to the left, the fence was put to the left, on the left side of your property, right?
A. If you were standing on Hampton Road looking at the front door, it would be on your left.
Q. Okay, and the fence followed that property line, at the left side of your property if you were standing on Hampton Road, back to Mr. McGraw's property, correct?
A. Yes.
Q. And it was never directly behind your property?
A. No.
Q. Until you went to sell your property to Mr. Meeks; is that right?
A. Yes.
Q. Okay. Did Mr. Meeks ever claim that he owned the property directly behind your house?
A. I did not speak to Mr. Meeks during that time frame.
Q. Did he ever put fencing or goats or anything else on the property directly behind your house?
A. No.

Q. When the fencing went up —
A. Which fencing?
Q. In — I'm sorry. It is 2018, the new fencing.
A. All right.
Q. All right. How long after your conversation with Mr. Meeks about Mr. Gibson's surveying work did that fencing go up?
A. Not until after I sold him my property, and that's when he put the fencing up.
Q. Do you remember when that closing was?
A. I do not. I want to say it was April/May time frame.
Q. Was it conducted in this office?
A. Yes, it was.
Q. Was it conducted by Mr. Compton?
A. Yes, it was.
Q. All right. We'll come back to that in a minute. How long was it after the surveying was done that Mr. Meeks put his fencing up?
A. Like I said, after me selling my property.
Q. How long after the surveying was the fencing put up?
A. I have — I have no idea.
Q. Do you know if there is a conversation between Mr. —
A. Because I didn't do the survey.
Q. But you saw the surveying?
A. I saw the surveying, right, but I didn't write the dates

down.
Q. Can you guess days, months, weeks?
A. It was probably a month or so.
BY MR. COMPTON:
Are we talking about Mr. Gibson's surveying?
BY THE DEPONENT:
I'm not sure what he's talking about.
BY MR. IMHOFF:
That's right. Mr. Gibson's survey. The survey stakes.
BY THE DEPONENT:
Okay. Yes.
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. So after the survey stakes were put up —
A. Uh-huh (affirmative response).
Q. — you had a conversation with both Mr. Gibson and Mr. Meeks; is that right?
A. Yes, and the survey company that was doing the surveying.
Q. And you asked the surveying company to take the stake off of your property?
A. Right, because I was — didn't want people that I didn't know on my property when I wasn't there.
Q. Okay.
A. Not to mention I had a kid that liked to run outside, and you've seen the survey stakes, the working pins, you could very easily trip over them or get cut on them.

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Q. Okay, and my question was, after that — those conversations with Mr. Meeks, Mr. Gibson and the surveying company about that surveying, how long did it take for Mr. Meeks to get out there and put the fencing up?
A. Like I said, it was after we — we closed the deal here.
Q. All right, and, again, was that days, weeks or months?
A. A month, a month or so, something like that.
Q. Okay. Were you ever involved in a conversation between Mr. Gibson and Mr. Meeks about it?
A. No, I was not. As a matter of fact, I stayed out of that, because Mr. Gibson was being very irate and watching him through the window, my wife was very concerned, and I rushed home, and we watched Mr. Meeks and Mr. Gibson. Mr. Gibson was very animated, throwing his arms around, flailing around after I had spoken to Mr. Gibson about the property, because I did tell, I said, "You do know that David Meeks owns that property," and he started screaming and yelling and cursing and throwing his arms around.
Q. Why — are you a surveyor?
A. No, I'm not.
Q. Have you done any education? Are you licensed in surveying?
A. Not in surveying, no.
Q. Okay. As a real estate broker, are you licensed to do surveying or plats?

A. No, I am not.
Q. Maps, anything like —
A. No, I am not.
Q. Okay.
A. I only read what the County provides.
Q. Do you have a law license? Have you gone to law school?
A. No, I do not.
Q. Why were you so convinced, that you are fighting with your mother and sisters and Mr. Gibson, that Mr. Meeks owned that property?
A. Because the original intent of the contract, which is right here.
Q. You weren't involved in that contract; is that right?
A. No, I was not. I just saw the contract.
Q. Well, Mr. Miller, why are you testifying about the original intent of the contract that you weren't involved in?
A. Because I was subpoenaed to come here today.
Q. My question is why are you testifying as to what your mother and Mr. Meeks' intent was in a contract you weren't involved in if you —
A. Because it is —
Q. — aren't either of those people?
BY MR. COMPTON:
Object —

BY THE DEPONENT:
Because it is wrong.
BY MR. COMPTON:
Object to the form.
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. What is wrong?
A. It is wrong because everybody in my family knows that that property was sold. I mean it's a — it's a matter of morals. That property was sold in 2010.
Q. Okay. Let's — let's go over that for just a minute. Your mother, I heard you testify earlier, said in 2010 through today that the property, behind the property that she gave to you and Mr. Gibson's property had not been sold to Mr. Meeks; is that right?
A. That was her take on it, yes. That's what she had told me.
Q. And she's held that position since 2010; is that right?
A. She's been back and forth, because there have been times where she said that she knew she had sold it.
Q. Sold the property behind your house?
A. Yes.
Q. And behind Tillman's house?
A. Yeah. Not behind Tillman's house, no. The property behind Tillman's house was never in question.
Q. Okay. All right, but she has since 2010, at least

occasionally said to you that it was her opinion she did not sell the property behind your house?
A. I don't think my mother ever truly understood what she sold.
Q. Okay. Now let me ask you the question again.
A. Uh-huh (affirmative response).
Q. She said to you since 2010 that she did not sell or intend to sell the property behind your house?
A. Yes, she has said that. She had said that.
Q. Okay, and — would you agree with me that Spartanburg County, South Carolina indicates that the property behind your house belonged to your mother, Patricia Miller?
A. According to that map, if you look at it, according to the County on that representation, yes.
Q. Right?
A. Now let me ask you this: In that blue line, who owns that? Who's — who owns the property in the blue block?
Q. All right, and let me show you this other land surveying, Exhibit No. 2 from June 2010. Does that also not show that she does not own the property behind your house regardless of which lot it is?
A. I'm sorry. Say that, again.
Q. I said it — I said it incorrectly.
A. You did. You said it backwards.
Q. Thank you.

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The Souther Land Surveying survey, Exhibit No. 2, also shows that Mr. Meeks did not own the property behind either, either of the lots where you lived?

A. That representation has her name listed behind the property on the property behind my house.

Q. Okay. So the County of Spartanburg appears to believe that your mother owned that property. Would you agree with me?

A. No, because when I went to the County office, and I asked them, because I originally am the one that saw this on the internet several years ago, which led me to believe that maybe there was another contract, which I went to the County and I asked my sisters buying the property, because I thought it would make it easier to sell my house in the future if I had it; and when I went to the County, and that's when they told me that, no, it's all screwed up. That it's not accurate, and the lady at the counter told me that that property belonged to Mr. Meeks.

Q. All right. Will you agree with me that Exhibit No. 3, the Spartanburg County Tax Map shows that your mother owns that property?

A. According to that Tax Map, that representation, yes.

Q. Okay. Will you agree with me that Souther Land Surveying in Exhibit No. 2 survey shows that your mother owns that property behind your house?

A. Yes, it has her name listed behind that house.

Q. And the person that you talked to at the County, what was that person's name?

A. I have no idea. That was years ago.

Q. What was that person's title?

A. I have no idea.

Q. What was that person basing her opinion on?

A. She was looking at the computer screen.

Q. Okay, and on the computer screen, have you ever been able to find anything on any Spartanburg County website that showed that the property behind your home belonged to Mr. Meeks prior to 2017?

A. No.

Q. Do you have any idea what she was looking at on that computer screen?

A. I have no idea. You're not allowed to go back behind there.

Q. Okay. What date was that?

A. I have no clue.

Q. Do you have any idea what she was relying on to give you that opinion?

A. Like I said, she was looking at a computer screen.

Q. Do you have any idea what she was looking at on that computer screen?

A. Again, it was behind the counter, so, no.

Q. Do you know if she was correct?

A. Again, I didn't see what she was seeing on it.

Q. Do you have any idea if she was correct if she said that?

A. I would imagine as a County employee, yes, she was reading what she felt was correct off whatever she was reading.

Q. Do you know if — I understand you say she felt like she was correct. Can you say today that she was, in fact, correct that Mr. Meeks owned the property behind your home?

A. I cannot say that she was correct nor can I say that she was wrong.

Q. And you testified earlier that Spartanburg County is notorious for being wrong; is that right?

A. Absolutely they are.

Q. All right.

So is there anything other than your conversation with an unnamed, unknown employee of Spartanburg County on an unknown date who was looking at something unknown who had some unknown reliability and this contract that gives you such certainty that Mr. Meeks owned that property behind your home?

A. Yes.

Q. What?

A. All the traffic between me and my sisters, all the emails, all the conversations, the emails that I gave to Mr.

Compton, which had everybody listed on it, all my sisters talking about how he had, how they were agreeing that he owned that property.

Q. Okay. Now did your sisters ever sign any contract with Mr. Meeks?

A. Not to my knowledge.

Q. Did your sisters ever sell any property to Mr. Meeks?

A. Not to my knowledge.

Q. What does it matter what your sisters think about who owns that property or not?

A. You asked me what my opinion was based on. I told you.

Q. All right. So you have emails?

A. Uh-huh (affirmative response).

Q. Which have been provided to — to counsel. You have this contract, and you have —

A. Oh, I don't have this contract. This is not my contract.

Q. Well, I'm trying to figure out why you're so certain sitting here testifying that your mother doesn't own a piece of property she says she does in a lawsuit she had to file.

So, please tell me why you are so certain and upon what you're basing your certainty that Mr. Meeks owned that property?

A. Every conversation that I have had with my sisters from 2010 up until I sold that property and he moved that fence

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over behind the house.
Q. Okay.
A. And I —
Q. Anything else?
A. — don't —
Q. Anything else?
A. I don't like being called a liar by my sister. Come on, Teresa.
BY MR. IMHOFF:
Yeah, don't. Yeah, please don't do that.
BY THE DEPONENT:
Stop.
BY MS. BAKER:
I didn't say anything.
BY THE DEPONENT:
I hear you under your breath, honey.
BY MS. BAKER:
Oh, my gaw. Mother, would you please say that you said that, not me.
BY MS. MILLER:
What?
BY MR. IMHOFF:
Just please don't say anything.
BY MS. BAKER:
Yeah, I'm not.

CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Is there anything else, other than those three things now: Your conversation with Spartanburg, the contract and discussions with your sisters that gives you such certainty about who owns this property?
A. No.
Q. Okay. Let's go ahead and look at the contract, if you will?
A. Uh-huh (affirmative response).
Q. Do you know who wrote out this contract?
A. No.
Q. Is it your mother's handwriting?
A. I'm not a handwriting expert. I don't think it is. It doesn't look like her handwriting.
Q. Okay. You were given an exhibit earlier and asked to draw the boundary lines in Exhibit No. 4.
A. Uh-huh (affirmative response).
Q. Based on the language in Exhibit No. 10, the contract.
A. Uh-huh (affirmative response).
Q. And did you do that here in Exhibit No. 4?
A. Yes.
Q. Let me ask you: Why did you determine that the property behind your house is defined in the following described property on the contract?
A. Why? I don't understand your question.

Q. Well, let's go to the contract a minute.
A. Uh-huh (affirmative response).
Q. I was sitting at the other side. It says — it says, "Described property," then it's in handwriting. It says, "All that property that joins Frank C. Miller, Jr.," that's you, correct?
A. That's me.
Q. All right, and that's either this property or this property; is that right?
A. Uh-huh (affirmative response).
Q. I'm sorry. It's either this property or this property?
A. No, it's that property which is Manzanares now.
Q. This here?
A. Right.
Q. Okay. So you agree, so we can agree that this would define one boundary; is that right?
A. Yes.
Q. Okay. Roy McGraw, Roy McGraw is behind everybody; is that right?
A. Right.
Q. Back here?
A. Uh-huh (affirmative response).
Q. Joins Hampton Road. This is Hampton Road, right?
A. Right.
Q. And then the center of the creek, which this is the creek

right down here, right?
A. Right.
Q. Why is it that you believe that this description also includes this property behind your property instead of continuing straight back to Mr. McGraw's property as shown in the Souther — Souther Land Surveying document?
A. Simply because this is what the contract states. I've only owned one piece of property, that is the property right there that is now listed as Manzanares. So on the contract, all that property that joins Frank C. Miller, Jr., and Roy McGraw will just stop right there, it is only that piece right here.
Q. Well, couldn't it also be interpreted to be this piece as shown on this Souther property —
A. She had that property.
Q. — where the — where the — well, —
A. She holds that property —
Q. Mr. Miller, did she sign — did she sell the property behind Mr. Gibson?
A. No, because it states that joins Frank C. Miller and Roy McGraw, not Frank C. Miller, Jr., Mr. Gibson and Roy McGraw.
Q. Right?
A. My property —
Q. So wouldn't —

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A. — was —
Q. Hold on. If it had — if it included this acreage down here behind your property, —
A. Uh-huh (affirmative response).
Q. — wouldn't it have to also say, "Which adjoins Mr. Gibson's property and Patricia Miller's property and" —
A. No.
Q. — "Roy McGraw"?
A. No, why would it say that?
Q. Okay. What — what legal training in contracts do you have that you can say that with such certainty?
A. I'm just in real estate, real estate school. I'm a licensed real estate agent.
Q. Okay. Tell me what in your license as a real estate agent gives you the authority to interpret contracts with such certainty?
A. First of all, I have no authority as a real estate agent. So let's just get that clear.
Q. Is this just simply your opinion?
A. No, this is what the contract says.
Q. Okay. Well, the contract doesn't say that it — that it goes to Mr. Gibson's property, does it?
A. No, but that is Mr. Gibson's property. Are you going to every contract list every subsequent property next to that property?

Q. Why —
A. And so on and so on and so on?
Q. Do you have any agreements with Mr. Meeks where he has given you money for something for your testimony, for documents, for anything —
A. No. No.
Q. — other than you own?
A. No, I do not, and I'm actually offended by that.
Q. Have you ever gone into your mother's house and taken any documents?
A. No. No, I have not.
Q. Have you ever told anyone that you took documents and burned those documents?
A. No. No, I have not.
Q. Have you ever seen a document that showed that the sale of the property was to be three acres in total?
A. No.
Q. Okay.
A. This is the only document that I've ever seen on the sale of this property.
Q. Does that document state how many acres are to be sold?
A. No.
Q. Okay.
A. It just uses metes and bounds.
Q. The original deed closing, I'll show you, as Exhibit No. 2

where 4.47 acres is transferred to Mr. Meeks?
A. Uh-huh (affirmative response).
Q. Do you dispute that?
A. I didn't write that. I can't dispute what I didn't write.
Q. But Mr. Meeks put his fence right along the line that attaches to the right side of your property, if you're looking from Hampton Road, and continues back to Mr. McGraw's property, right?
A. Yes.
Q. He didn't put the fence around the back of your property; is that right?
A. That's correct.
Q. All right. So if he in fact, based upon your opinion, bought not only this 4.47 acres but also this 2. some additional acres, including behind your house, he would have gotten approximately seven acres; is that right?
A. I don't understand what you're saying.
Q. Here's 4.47 acres?
A. Uh-huh (affirmative response).
Q. If Mr. Meeks' argument is correct, he not only bought this 4.47 acres, but he also bought this 2. — it is written over, but 2.17 acres? Can you see that? I have a different copy.
A. I think an acre that is counted in, but I'm not really convinced that that's not a mistake, and I'll tell you

why. This, where it says, eight, he did purchase that, because if he didn't purchase that, that's where his fence is all the way up here.
Q. All right.
A. This, like I said, was the original place where the house was going to go.
Q. So that one is written over. So I'm going to show you Exhibit No. 4 where it's not written over.
A. Uh-huh (affirmative response).
Q. So there's 4.47 acres here, which matches —
A. Okay.
Q. — the 4.47 acres on Exhibit No. 2, correct?
A. Yep.
Q. Okay, and then he's additionally claiming the property behind your house?
A. Uh-huh (affirmative response).
Q. And the lot next to your house for an additional how many acres is that? I see 2.17. Well, 2.112.
Can you read that?
A. Yes.
Q. Okay. So he's buying somewhere between six and seven acres, according to his complaint. Do you understand that?
A. Yes, I see what you're saying.
Q. Okay, and the contract doesn't say how many acres; is that

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right?
A. No, it doesn't.
Q. All right. Is $15,000 a suitable amount for almost seven of these acres?
A. Oh, no, that's what was my original objection with the entire contract.
Q. Okay. You objected to its being 4 1/2 acres?
A. I objected to the contract. I never knew at that time the exact acreage.
Q. Okay. Do you believe that your mother ever intended to sell almost seven acres for $15,000?
A. No. I think my mother did not understand what she was doing, which is what me and my sisters stated at the time.
Q. All right. When Mr. Meeks put his fence up behind your house, how far did that fence extend along the back of your property line?
A. To my property line to where right just before Tillman's property line.
Q. Okay. You don't believe it extended behind Tillman's property at all?
A. No, because when you look at these stakes that Tillman paid for, according to Tillman's surveying, that fence was on that other side of the property by probably two or three feet.
Q. So you believe that the new fencing that's put up would

correspond to this 2.1 acres here in Exhibit No. 4?
A. That I'm confused about that acreage right there and that representation.
Q. Okay.
A. Only because of the fact of the 1. acre, which I'm not sure how that's being calculated into the mix.
Q. Where do you see a 1. acre?
A. The 1. acre that I was originally going to have would have been right in here. This is .97 acres. So the original one acre that I was going to receive, which is somewhere in here, would have been this property back — it's probably just a little bit more back by here, which would have still left property that my mother at that time owned behind that property.
Q. Okay, but my question was did the fence that Mr. Meeks put up in your opinion or your memory essentially correspond to this boundary behind your property where — is this red ink here?
A. Yes.
Q. Where you drew the red ink?
A. Yes.
Q. So it would be along the back of your property?
A. Uh-huh (affirmative response).
Q. And stop at Mr. Gibson's property?
A. Yes, and then straight back to McGraw's property.

Q. And straight back to McGraw's property.
If the fence actually extends further than your red line, —
A. Uh-huh (affirmative response).
Q. — onto the property behind Mr. Gibson, did Mr. Meeks have any right to be on that property?
A. It doesn't.
Q. Say that again?
A. It did not, according to the markers that Gibson paid, the fence was on the left side. As a matter of fact, it looked like you could drive — you would walk probably two to three people side by side between the fence and Gibson's property.
Q. If it is on the property behind Tillman Gibson's home, —
A. But it's not.
Q. Okay, but if it is, does Mr. Meeks have any right to be on that property?
A. I'm not going to answer a hypothetical question.
Q. Okay. Does your mother still own the property behind Mr. Gibson?
A. Yes.
Q. Do you know —
A. As far as I know, unless she sold that.
Q. Do you know if she intended to sell that to Mr. Gibson?
A. I know that Mr. Gibson was interested in it.

Q. But you've never seen any documents that they had a contract?
A. No, and I know that from conversations with my sister Lisa.
Q. You've never seen any documents that Mr. Gibson intended to buy that property?
A. No.
Q. You never told Mr. Gibson that you've burned some documents?
A. No.
Q. You said that Mr. Meeks, you think, took advantage of your mom?
A. In 2010 that was my position, yes. I told my mother at that time, and all my sisters were in agreement at the time, that she was selling far too much property for the money that was offered.
Q. Okay.
A. As a matter of fact, me and Mr. Meeks had words a few times, and I actually was going to charge Mr. Meeks, not charge him legally. I was actually charging him out of my parents' house when he was in the yard one day, and I was going to confront him. I was going to go, you know, try to get into a fight with him because I was very angry. This was 2010.
Q. Because you thought he took advantage of your mother?

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A. Uh-huh (affirmative response). Yes.
Q. Was your father ill at the time?
A. At that time he was not completely ill. He still had his wits about him, but he was showing signs of dementia.
Q. And so your mother got the Power of Attorney?
A. Yes.
Q. Have you seen the dogs that are on the back on the new fenced area now?
A. Yes.
Q. Did you live there when those dogs got there?
A. Yes. Those dogs have been there since 2010.
Q. Did they ever get out?
A. Yes.
Q. Did they ever corner your mother?
A. To my knowledge, no.
Q. Do you know if they ever cornered your mother?
A. No.
Q. You don't know either way?
A. Huh-huh (negative response).
Q. Is that a no?
A. It's a no.
Q. Do you know what kind of dogs they are?
A. Big white ones.
Q. Do you know if they're dangerous?
A. No, I — I am not an animal expert, but if you had asked

me, I would say no.
Q. When is the last time you talked to your mother?
A. About two, three weeks ago. We talked about Dad.
BY MR. MILLER:
Excuse me?
BY THE DEPONENT:
A couple of weeks ago we talked.
BY MR. MILLER:
No, we didn't talk a couple of weeks ago.
BY THE DEPONENT:
Mom, we talked on the phone.
BY MR. MILLER:
No, Clyde, we did not.
BY MR. IMHOFF:
Okay. Stop.
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. You believe you talked to her a couple of weeks ago?
A. Yes.
Q. And when did you speak to her before that?
A. Probably a month or so before that.
Q. How many times in the last year have you spoken to her?
A. Probably four or five.
Q. Did you call her on Christmas?
A. Yes.
Q. Did you call her on Mother's Day?

A. Yes.
Q. Did you call her on her birthday?
A. No. My wife reminded me to, but it slipped my mind.
Q. Are you and your mother in a dispute?
A. I have no problems with my mother. My mother is upset with me, obviously, yes, but I am not in dispute with my mother, no. Every time I've spoken with my mother I tell her that I love her.
BY MR. IMHOFF:
All right. Let me take a minute.
(BRIEF BREAK IN PROCEEDING)
(PLAINTIFF'S EXHIBITS NO. 1 & NO. 2 MARKED FOR IDENTIFICATION)
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. I'm going to hand you what I have marked as Plaintiff's Exhibit No. 1. Do you recognize that as the contract for the deed to your home?
A. Yes.
Q. Is that your signature on the last page?
A. Yes, it is.
Q. And what date was that executed?
A. Let me see, 15 June.
Q. 2018?
A. Uh-huh (affirmative response). 2018.
Q. Okay. Do you know when that closing was recorded?
A. No.

Q. What did you receive in exchange for selling your property?
A. What it states in here.
Q. Which is what?
A. Let me see, $102,629.87.
Q. Did any of that cash go to you?
A. No.
Q. Was that the just the total of the loan you had on the property?
A. Yes.
Q. And that would have been for the home?
A. Uh-huh (affirmative response), and the acre of land.
Q. An acre. Okay?
A. Well, the .97 on that lot that it sat.
Q. Did you — okay, but did you buy that .97 or was that given to you?
A. That was given to me.
Q. Did you put a loan on the land or on the property?
A. There was a lien, of course, on the property, because when I bought the house, the land was like my equity.
Q. How much did you pay for the house?
A. I think the original contract was around 120,000.
Q. Just for the house?
A. Yes.
Q. And to put it there?

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A. Uh-huh (affirmative response).
Q. Is that a yes?
A. Yes.
Q. We didn't give you the instructions for how to handle these depositions, but one of the things that we need, and I'm not trying to be rude, is there's going to be a transcript of this —
A. Good.
Q. — completed by our court reporter, and she needs to have audible answers, yes, no or whatever.
A. Yes. Okay. Fantastic.
Q. Instead of hmm-mmm and huh-huhs.
A. Right.
Q. That's why I'm doing that. Okay?
A. That's fine.
Q. All right. I'm going to put in — all right. Did you receive any additional compensation or consideration for sale of your property to Mr. Meeks?
A. Just what's in the contract here.
Q. Did you ever receive $800 in cash from Mr. Meeks?
A. I don't remember $800 in cash, but, again, that was over a year ago, so I'm not sure. I mean, $800, I don't know if I'd remember that.
Q. Did you ever receive $800 in cash for nothing and tell your mother and sisters about that from Mr. Meeks?

A. I don't understand what you're saying.
Q. Did Mr. Meeks ever give you $800 outside of the sale of your house?
A. No.
Q. Did you ever tell your mother or your sisters that Mr. Meeks gave you $800 for nothing?
A. No.
Q. Did you ever take your mother out to lunch —
A. I wish somebody would give me $800 for anything. No.
Q. Did you ever take your mother out to lunch and tell her to sell the property behind your house for $5,000?
A. No.
Q. Did you ever go out to lunch with your mother and have conversations with your mother about selling the property behind your house?
A. Yes, but it wasn't the property behind my house. It was the property behind Tillman's house.
Q. Okay. To who?
A. To Mr. Meeks.
Q. And was it for $5,000?
A. Yes.
Q. And how did that come about that you had authority to negotiate for Mr. Meeks?
A. I didn't have authority to negotiate. Mr. Meeks asked me to convey an offer. At the closing of my property, Mr.

Meeks and his wife Lucia mentioned an interest in the rest of the property behind Tillman's house and my mother's house. I told them at that time, with Mr. Compton right here, that I don't own that property. They expressed an interest and asked if I would convey the offer. I said absolutely I would. I told my mother that I sold my property to David Meeks. She was happy for me, and I said that he is interested in buying the property behind Tillman all the way back down to the property you sold to Alvis.
Q. Okay. For $5,000?
A. For $5,000.
Q. Okay.
A. Which would have been, roughly, I don't know much acreage that would be but not much.
Q. Why did you convey that or were you willing to convey that?
A. Because I thought my mother could use the $5,000 and that land back behind Tillman's house and her house, it couldn't be used for anything else, because it was blocked by Tillman's property and her property and Alvis's property.
Q. Did you know at the time that she had a contract to sell that property to Tillman Gibson?
A. No, nobody ever shared that information with me.

Q. Did she tell you that at that lunch?
A. She wanted to sell it to Mr. Gibson, and my sister Lisa told me at another time that Mr. Gibson was interested in buying it, and I told her that's great. Mr. Gibson is interested in buying it and Mr. Meeks is interested in buying it. This is a good thing. Let's see which one will give us the most money for it.
Q. Did you tell her that she should sell it to Mr. Meeks for $5,000?
A. I didn't say she should. I said she should certainly consider it.
Q. How much acreage is that property?
A. I have no idea.
Q. Do you know if it was a good deal or not?
A. Yeah, I think it would be a very good deal.
Q. You did not think the sale of the property to Mr. Meeks for $15,000 was a good deal in 2010?
A. Because of the amount of the land, yes.
Q. Okay. Well, how much land were you asking your mother to sell Mr. Meeks for $5,000?
A. Well, pull up that description. Can I see that description of that property?
Q. You can look at anything you want.
A. Absolutely. That's what I want to look at.
Q. The exhibits are right here.

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A. Okay.
Q. It's in an exhibit?
A. Yes, it's in here somewhere.
Q. Okay. Go ahead.
A. And actually you're not going to have all of it. Okay. This is part of it, but you're not going to have all of it. All right. Right here is Hampton Road. Okay? This is my property here.
Q. Okay. May I stop you? They actually created a new survey that we hadn't seen until today.
A. Okay.
Q. That I think is Exhibit No. 4.
BY MR. COMPTON:
That's No. 4 and that's the one we marked in red.
BY MR. IMHOFF:
Right. That's right.
(OFF THE RECORD)
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Go ahead.
A. All right.
Q. Does that help? Does that actually show all the property?
A. Yes. What this would show what he was interested in buying, okay, and with this property line is here, that's the end of her property. It used to go past this, which was given to my sister and sold off, and this corner up

here was the one acre that I was involved with in helping her sell that acre up here.
So this piece of property from here basically behind Tillman's house and behind her house is the piece of property that he was interested in.
Q. Is this your mother's home right here?
A. Yes.
Q. You believe there's property behind that?
A. No.
Q. No?
A. There's property behind her house.
Q. It just hasn't been split off?
A. Right.
Q. Okay. So it —
A. No, wait a second. When you say, "Split off," what do you mean?
Q. Well, like this, so this Souther Land Surveying actually has lines on it where —
A. Right.
Q. — it —
A. Right.
Q. — it circles different properties?
A. This shows the property of Mr. Gibson, right? Mr. Meeks and Lucia mentioned their interest in this property, plus the property behind my mother's backyard to Alvis's,

which, as a matter of fact, I think at the time you were interested past this and past that, but I said she had already sold that property to Alvis.
Q. Right?
A. So he could only buy the property behind Mr. Gibson's house and the property directly behind my mother's house.
Q. All right. So, again, my question was how were you able to evaluate whether it was a good deal for your mother or not if you didn't know how much property it was?
A. Well, common sense, because it's not much property there, and —
Q. How much is it?
A. I would say, just guessing at it, probably less than an acre, and I'm judging that off the .97 square acre that I once owned.
Q. And that would be — that would include your mother's backyard right behind her home; is that right?
A. Yes.
Q. So that Mr. Meeks could do whatever he wanted directly behind your mother's home?
A. Well, I think what he wanted was to extend the goat fence is what he had mentioned to me.
Q. And he had told your mother that it would be a good deal to sell Mr. Meeks additional property that she had already had a contract to sell somebody else and —

A. Well, stop right there, "And that I know she had a contract."
Q. Let me finish my sentence, and then you can correct me.
You told your mother that it was a good idea to sell the property behind Tillman Gibson and her backyard to Mr. Meeks so that he could put goats into your mother's backyard for $5,000?
A. No, the goats would not be in my mother's backyard. It would be behind my mother's backyard. You have to look at the orientation of the house.
(PLAINTIFF'S EXHIBIT NO. 3 MARKED FOR IDENTIFICATION)
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. I'm going to hand you Exhibit No. 3. Is this Hampton Road here?
A. Let me see, I'm going to take your word for it. Yes.
Q. Okay.
A. Yes, I'm pretty sure it's Hampton Road.
Q. And what is this road here?
A. That would be Little Mountain Road.
Q. So at the corner of Little Mountain Road and Hampton Road is a house?
A. Uh-huh (affirmative response).
Q. Whose home is that?
A. That belongs to Alvis. I do not know his last name.
Q. And then next to that —

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A. It was family property at one time.
Q. Next to that, is this your mother's house?
A. That is my mother's house.
Q. And behind your mother's house and behind Tillman's house is a wooded area; is that right?
A. Well, it's not wooded, but it is shrubs, shrub property, yeah.
Q. Some type of bushes or trees back here; is that fair?
A. Yes.
Q. Okay, and so you suggested that your mother sell this property behind her home to Mr. Meeks for $5,000 so that he could put his goats behind her home?
A. Yes. Again, on the back end of that property. You're making it sound like it is right behind the house.
Q. All right, and also behind Tillman Gibson?
A. Yes.
Q. And you know that Tillman Gibson wanted to buy that property; is that right?
A. I understand that he had an interest in that property from my understanding.
Q. Did you ever have --- did you have an issue with Mr. Gibson?
A. No, I like Mr. Gibson.
Q. Okay.
Did you tell Mr. Gibson that you were asking your

mother to accept $5,000 to put goats behind Mr. Gibson's home?
A. No.
Q. Why not?
A. Because it's not his property. I was talking to my mother about selling her property that she owned.
Q. I understand that, but you understood that it would upset Mr. Gibson for that property to be sold to Mr. Meeks and goats to be put behind his house, didn't you?
A. I couldn't tell you what would upset Mr. Gibson or not upset Mr. Gibson. I'm not Mr. Gibson.
Q. Well, if you were — if he was going to buy the property, doesn't common sense tell you that he wanted the property over Mr. Meeks?
A. That was my point. If Mr. Gibson wants the property and Mr. Meeks wants the property, like I told my sister Lisa, let's see who wants to pay the most money for it.
Q. Okay. I'm confused why you were so motivated to take Mr. Meeks' offer to your mother instead of Mr. Gibson's offer?
A. Because Mr. Gibson never gave me an offer.
Q. Did you ever go to him and get an offer?
A. Why would I do that?
Q. Because you just said that you were trying to play them against each other to get the most money?
A. No, I'm not trying to play against each other. My sister

Lisa told me that Mr. Gibson wanted that property.
Q. Did you say to your mother, "How much is Mr. Gibson paying for the property?"
A. No.
Q. Why not?
A. Because I didn't — one, I didn't think of it. I told her what Mr. Meeks' offer was.
Q. Did you want your mother to get the most money?
A. Absolutely.
Q. Did you ever ask her how much Mr. Gibson offered?
A. You know, I don't remember if I did or not.
Q. If you wanted to get your mother the most money, why would you not, using common sense as you said, find out which of the —
A. Well, like I said, that was over a year ago, so I don't exactly remember the exact verbiage in our conversation that we had at lunch.
Q. Let me finish my question, please.
A. Go right ahead.
Q. If you wanted to get your mother the most money and the best offer, why would you not find out what the other offers were, Mr. Miller?
A. I don't know if I didn't at that time. Like I said, I don't remember the exact conversation. I do remember conveying the offer that Mr. Meeks gave to me.

Q. Okay. So is it fair to say that you could not evaluate which offer was better, Mr. Gibson's or Mr. Meeks', when you asked your mother to take the —
A. Which is exactly what —
Q. Please let me finish my question.
A. — I told my sister.
Q. The court reporter cannot — cannot record both of us at the same time.
A. Okay. Go right ahead.
Q. Is it fair to say then at the time you asked your mother to take Mr. Meeks' $5,000 for that property, you did not know if that was the best offer?
A. No, it's not fair to say that, because I do not remember if I even asked her what Mr. Gibson was offering as well.
Q. Okay.
A. So I don't know if that was part of the conversation.
Q. Well, if it was more than what Mr. Meeks was asking, would you have said, "Take Mr. Meeks' money"?
A. No, I would have said take Mr. Gibson's money.
Q. Okay.
A. Which is why I told my sister this is great. "You have two people wanting the same property. Let's see which one will pay the most."
Q. Did you ever tell her to take Mr. Gibson's money?
A. No.

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Q. Because you didn't know what Mr. Gibson's —
A. I didn't know Mr. Gibson was even on the contract with her until you told me.
BY MR. IMHOFF:
I marked this as Exhibit No. 3, which is just an overhead.
(PLAINTIFF'S EXHIBITS NO. 4 & 5 MARKED FOR IDENTIFICATION)
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Can you identify that as an email to Gary Compton from you on January 14, 2019?
A. Let's see, yes.
Q. Did you send that email with an audio clip?
A. Yes, I did.
Q. Can you identify this as an email to Gary Compton, let's see, that you sent to Gary Compton on January 14, 2019?
A. Yes.
Q. And it has string of emails between you and your sisters; is that right?
A. If that's the one that had the strings, yes.
Q. Why were you having these conversations and forwarding this information to Mr. Meeks' attorney back in January?
A. Because I was being threatened.
Q. By who?
A. By my sister, as you can see right here.
Q. In the emails or by the —
A. In the email and the voicemail.

Q. So what did she threaten you with?
A. Oh, let me see, can we listen to the voicemail?
Q. I didn't — I don't know if we —
A. Do we have the voicemail?
Q. Do you have it where we can play it?
A. Do we have the voicemails?
Q. I don't need it. It's up to him.
A. I thought at this point me and my wife thought that I should talk to an attorney, and he was the only attorney that I knew at the time.
Q. Did you ever call me?
A. I don't know you.
Q. Did you call your mom to find out who her attorney was?
A. No, I wouldn't go to my mother for advice on an attorney.
Q. Why not?
A. Because I wouldn't.
Q. Why not?
A. Because I think I would just find my own attorney and I knew an attorney.
Q. Well, you knew Mr. Meeks' attorney?
A. Right.
Q. My question to you is why are you communicating with Mr. Meeks' attorney in January of 2019?
A. Like I said, I was being threatened, and I would like to hear the voicemails that's threatening my life and is

threatening my wellbeing, threatening my way of making money and taking care of my family.
Q. So are you mad at your sister for threatening you?
A. No, I was concerned that I was being threatened.
Q. Okay.
A. I was actually feared that, you know, I don't want to wind up with some crazy lawsuit and being tied up and losing my way at the time of making money.
Q. Did you ever retain your own attorney?
A. No.
Q. What did Mr. Compton tell you?
A. We just — I think I just talked to his assistant Debbie and we sent emails back and forth.
Q. You have emails from Mr. Compton?
A. No, I don't think so.
Q. You said —
A. Back to Debbie, his assistant.
Q. Okay. You have emails back from Debbie?
A. Probably.
BY MR. COMPTON:
Let's go off the record for a second.
(OFF THE RECORD)
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. All right. You received what you thought was a threatening email from your sister?

A. Several.
Q. So you — you reached out to Mr. Meeks' attorney?
A. Uh-huh (affirmative response).
Q. Is that a yes?
A. Yes.
Q. Okay. Are you aware of any other lawsuits or issues with neighbors that Mr. Meeks has had over the years?
A. Oh, yeah, he's had several over the years from my understanding.
Q. Can you tell us about some of those?
A. I knew that — I've heard that people were upset about there was a zebra incident several years ago where a zebra got hit by a car.
BY MR. MEEKS:
Forty years.
BY THE DEPONENT:
How many years?
BY MR. MEEKS:
Forty.
BY THE DEPONENT:
Four years ago. Okay, because I remember —
BY MR. MEEKS:
Forty.
BY THE DEPONENT:
Forty, wow. I remember that was a big issue when I was a

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kid. I remember there's been a fire up at the zoo, a couple fires over at the zoo over the years. I remember there was some issue several years back about the — you were inspected by the USDA, and they were investigating you for — gosh, man.

CROSS EXAMINATION CONTINUED BY MR. IMHOFF:

Q. It's okay.

A. Something you —

Q. Just go ahead. He can't help you anyway.

A. Right. I wasn't asking him for help..

Q. Go ahead.

Please continue.

A. Okay.

I know there was a lawsuit about the government was investigating him for, what do you call it, the enclosures of the animals.

Q. Okay. What about property disputes with neighbors?

A. Property disputes?

I have no knowledge of any property disputes.

Q. Have you ever been aware that he had a property dispute with a neighbor named Amos Wray?

A. I don't know an Amos Wray.

Q. And you don't know of any other property disputes that Mr. Meeks has had where he has moved his zoo onto neighboring properties without their permission?

A. No.

Q. Do you know if Mr. Meeks ever tried to resolve any of these issues about where the property lines were before he put his fencing behind your and Mr. Gibson's properties?

A. Not to my knowledge.

Q. Do you know why not?

A. No.

Q. Would you expect him to as a neighbor say, "We're having a property dispute. Let's see if we can figure this out," before he put up fencing and goats."

A. I never thought that was a dispute behind my house. I thought that was a resolved issue that he owned that property.

Q. Would you agree with me your mom didn't think it was a resolved issue?

A. She didn't think it was a resolved issue after he put the fence up.

Q. Well, Mr. Miller, you testified that she thought she owned that property from 2010, didn't you?

A. Yes.

Q. So it wasn't a resolved issue, according to your mom?

A. Well, there was no fence across that property until then.

Q. Fair enough.

A. That's where there was an issue.

Q. To her it wasn't an issue because —

A. Right.

Q. — she thought she owned it until he put the fence up, right?

A. Yes.

Q. Okay.

BY MR. COMPTON:

What fence are we talking about?

BY MR. IMHOFF:

The new fence.

BY THE DEPONENT:

We're talking about the new fence behind the property that I sold.

CROSS EXAMINATION CONTINUED BY MR. IMHOFF:

Q. And so in your communications with Mr. Meeks, as you were selling him property and bringing offers from him, did you ever come to your mother and say, you know, "Mr. Meeks thinks he owns this property and there was a mistake back when we sold it in 2010"?

A. I had always held the view that Mr. Meeks owned that property.

It says, like my string of emails with my sisters, my sisters agreeing back in 2012 that he owned that property behind my house.

Q. I understand what you think, Mr. Miller.

A. Uh-huh (affirmative response).

Q. But why is your opinion, it's honestly confusing to me why you would sit here and be so certain in light of these documents that your mother is wrong in her lawsuit. Can you tell me —

A. Because these documents show that Mr. Meeks owns that property.

Q. They do?

A. That is my opinion the way I am looking at it.

Q. Okay. So your testimony is based on opinion; is that fair?

A. Well, yes.

Q. And you're testifying very strongly and certainly against your mother based on your opinion, and my question is —

BY MR. COMPTON:

Objection to —

BY THE DEPONENT:

No, I'm not —

CROSS EXAMINATION CONTINUED BY MR. IMHOFF:

Q. Is just —

BY THE DEPONENT:

— testifying against my mother.

BY MR. COMPTON:

Whoa, whoa, whoa, whoa.

CROSS EXAMINATION CONTINUED BY MR. IMHOFF:

Q. — is why?

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BY MR. COMPTON:
Whoa. I want to state an objection to the form of the question.
CROSS EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Did you understand my question?
A. No, I don't. You seem to be trying to take in a personal way.
Q. Well, it's not personal to me.
A. Are you trying to pit me against my mother?
Q. Well, I don't think that I did that. Frankly, I think that you did that.
A. It sounds like your questioning is doing that.
Q. Yes, and that's ultimately my question, and we're going to end up in front of a jury, and so I'm trying to figure out what your motivation is to testify with such certainty that your mother is wrong and your neighbor is right?
A. Simply because the documents that we have looked at. The emails, the conversations, the heartache, the fights, the screaming, the yelling that went on between my sisters and my mother, me and my sisters over this back in 2010.
This was a very, very sore spot when Mr. Meeks bought that property. I was against it from the very beginning. My sisters were against it from the very beginning. My mother decided to continue on and do it even after I believe my sister Teresa offered to give her

the earnest money because my mother had already spent it, and I was going to take it, like I had stated before, back to Mr. Meeks. So this has been a very emotionally charged event since 2010.
Q. Okay, and is that why you are testifying for Mr. Meeks?
A. I'm not testifying for anybody. I was subpoenaed to come here.
Q. Okay. Is that why you're testifying that Mr. Meeks owns property and not your mother?
A. I am testifying what I feel is morally right and legally right, and when I look at that contract and when I look at the surveys, it is my opinion that the evidence shows that he owns that property.
Q. Okay. All right, but we've agreed that you don't have any training or education or certifications or licenses as to —
A. I do have a real estate license. I do understand the metes and bounds.
Q. Please let me finish my question.
A. But you won't let me finish. You said I do not have any training. I do have a license to practice real estate in the state. I do have training in metes and bounds and what constitutes metes and bounds, and that document clearly constitutes the definition of metes and bounds.
Q. What document?

A. The original contract giving the points of reference on the land, the known points of reference. The known points of reference is my property and McGraw's property.
Q. Okay.
A. The creek and Hampton Road.
BY MR. IMHOFF:
Okay. Mr. Miller, I don't have any other questions for you.
Do you have any questions for him?
BY MR. COMPTON:
Nothing further.
(EXAMINATION CONCLUDED AT 9:12 P.M.)

STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF SPARTANBURG)

This is to certify that the within deposition was taken on the 7th day of June, 2019;
That the within deponent was duly sworn to tell the truth and that the foregoing is an accurate transcript of the testimony given under oath;
That copies of all exhibits, if any, entered herein are attached hereto and made a part of this record;
That the undersigned court reporter, a Notary Public for the State of South Carolina, is not an employee or relative of any of the parties, counsel or witness and is in no manner interested in the outcome of this action.
IN WITNESS WHEREOF, I have hereunto set my Hand and Seal on this copy at Spartanburg, South Carolina, this 1st day of August, 2019.

s/Sandra Satterwhite
Notary Public for South Carolina
My Commission Expires: 3/8/27
(SEAL)

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STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) C.A. NO. 2018-CP-42-03639

Patricia Miller,

Plaintiff,

vs.

David Meeks,

Defendant.

30(b)(6) DEPOSITION OF

REPRESENTATIVE OF SOUTHER LAND SURVEYING

GEORGE BENJAMIN "BEN" SOUTHER

Pursuant to notice of deposition and/or agreement in the above-entitled case, a deposition of G. BEN SOUTHER was taken on the 10th day of March, 2020, commencing at approximately 4:09 p.m., attended as follows:

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APPEARANCES:

JASON IMHOFF, Esquire
The Ward Law Firm
233 South Pine Street
Spartanburg, South Carolina 29301

Attorney for Plaintiff;

GARY L. COMPTON, Esquire
Law Office of Gary L. Compton
296 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306

Attorney for Defendant.

Deposition Reported By: JOANNE S. QUEBE, C.R.

Depositions And..., Inc.

1200 Woodruff Road, Bldg. A-3

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Exhibits:

Plaintiff's exhibit number 1 marked. 18

Plaintiff's exhibit number 2 marked. 26

Plaintiff's exhibit number 3 marked. 28

Plaintiff's exhibit number 3 remarked 29

Plaintiff's exhibit number 4 marked. 37

Plaintiff's exhibit number 5 marked. 43

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Plaintiff's exhibit number 7 marked. 48

Plaintiff's exhibit number 8 marked. 53

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Plaintiff's exhibit number 10 marked. 62

Plaintiff's exhibit number 11 marked. 87

The attached 98 pages of testimony of G. Ben Souther in the above matter is the work product of Depositions And..., Inc. and not to be copied or utilized in any manner without the express written authorization of Depositions And..., Inc.

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Pursuant to notice and/or agreement to take deposition, the within deposition was taken by the above reporter, a notary public, as required under the South Carolina Rules of Civil Procedure, Rule 30, et al., by consent of all parties, at the offices of the Ward Law Firm, 233 South Pine Street, Spartanburg, South Carolina.

WAIVER:

It is agreed by the witness and counsel for all parties that the reading over and signing of the deposition by the witness are waived.

** ** ** **

The witness was duly sworn to tell the truth, the whole truth, and nothing but the truth of his own knowledge concerning the matter herein.

G. BENJAMIN "BEN" SOUTHER, BEING DULY SWORN, TESTIFIED AS FOLLOWS:

DIRECT EXAMINATION BY MR. IMHOFF:

Q. All right, Mr. Souther, my name is Jason Imhoff. I'm an attorney here at the Ward Law Firm. I represent a woman named Patricia Miller in a lawsuit she brought against Dave Meeks. I know you know what the lawsuit is about. I've sent you a subpoena for your records -- we're going to talk about that in a minute -- and also for your

testimony today. Have you ever had your deposition taken before?

A. No, sir.

Q. Okay. All right. So to my right, to your left, is Joanne, our court reporter. She is going to record and then transcribe everything that's said in this room. And then she'll produce a -- I didn't bring one with me, but essentially, a transcribed booklet of everything that's said in this room. And to do that, she needs audible, verbal answers; yes, no, whatever the appropriate answer is. In everyday conversation, we nod and shake our head, and uh-huh and huh-uh and that type of thing, and it does not translate well to a legal transcript of a deposition.

So if you would, in response to my questions today, try to give me a verbal answer, if you would.

A. Yes.

Q. Perfect. Now, I would say that 99 percent of people at some point say, uh-huh or whatever, and I just say, is that a yes, is that a no. I'm not trying to pick on you, I'm just trying to make it clear for the record; okay?

A. Yes, sir.

Q. All right. If you don't understand my question or you weren't listening to my question, frankly, you were thinking about the last question or the last answer, or looking at your phone, just say, please repeat your question, or will you explain your question, and I'll be happy to do that. Okay?

A. Yes, sir.

Q. All right. If you don't ask me to rephrase or explain my question, I'll assume you understood that question, and you're answering that question. Is that fair?

A. Yes, it is.

Q. Okay. If you have any questions during your deposition, ask me. Between Mr. Compton and myself, we should be able to resolve whatever your questions are. If you need a break for any reason, I would just ask you to answer my question, and then we could take a break for -- or Mr. Compton's question -- for whatever you need. Okay?

A. Yes, sir.

Q. All right. Hopefully, we won't be here very long. But it's pretty informal, as you can see. I'm going to ask questions, I assume Mr. Compton may have some questions for you. We'll mark some exhibits that will go with the transcript here.

And then at the end of the deposition, you will have the opportunity to decide whether you want to read the transcript that Joanne is going to transcribe before she gives it to Mr. Compton and myself, or you can waive it and say, frankly, I don't really care what you transcribed, or I trust that you transcribed what I said correctly, and publish it. So she'll say at the end, do you want to read and sign, and that's what she's asking; do you want to see it, or do you just want me to send it. Okay?

A. Okay.

Q. All right. All right, so just so you know, I'm going to go through some background information, which may not seem relevant to you, but I need to get to know who you are, who you know --

A. Sure.

Q. -- where you've been, education, especially. And then we'll talk about your file, and then we'll talk about Ms. Miller and Mr. Meeks's lawsuit. Okay?

A. Yes, sir.

Q. All right, what's your full name, please?

A. George Benjamin Souther.

Q. What's your date of birth?

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A. May 19th, 1975.
Q. Where were you born?
A. Spartanburg.
Q. My guess is that you have a bunch of relatives in Spartanburg County; is that right?
A. That's correct.
Q. Other than the last name Souther, what close relatives with different last names do you have?
A. Hatchell is my sister.
Q. Hatchell?
A. Stephanie Hatchell.
Q. Okay.
A. Yes, H-A-T-T-C-H-E-L-L [sic]. Terrible at spelling, if I don't write something down.
Q. Okay.
A. Other last names, my mother's maiden name is Atkins, also from Spartanburg, Carolyn --
Q. So she's Atkins --
A. -- Souther.
Q. There may be some Atkinses in Spartanburg still?
A. Yes. Oh, yes.
Q. All right. What was your -- are you married?
A. No, I'm not; I'm divorced.
Q. Divorced, okay. Do you have any other siblings in Spartanburg?

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A. That is my only sister.
Q. Okay. Any nephews and nieces in Spartanburg, 18 or older?
A. No, not in Spartanburg.
Q. Okay. And I'm talking about Spartanburg County.
A. Yes, sir.
Q. Okay. Are your parents still around?
A. Parents are still alive, but they're Southers.
Q. I assume.
A. They are Southers, George and Carolyn Souther. Yeah, a lot of Southers in the family tree, but I think --
Q. What about mom's parents? Are mom's parents still around?
A. No.
Q. No, okay. So did we hit the major ones? Souther --
A. Atkins.
Q. -- Atkins, and --
A. Hatchel.
Q. -- Hatchel?
A. Yes.
Q. Those are the major ones?
A. Those are the major ones.
Q. Okay. What's your address, please?

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A. I'm currently at 31 Wilshire Drive in Greenville.
Q. What's the zip?
A. I moved there last week. I don't know the zip.
Q. Well, that's all right.
A. I'll have to find out. Yeah, I just sold my house last weekend.
Q. Are you still 1- --
A. Just trying to move. Yes, my office is at 10253 Asheville Highway in Inman.
Q. 29349?
A. Yes, sir.
Q. Okay. And you're still operating that business?
A. I am.
Q. And I think that's where we served you with this --
A. It is. And I'm there every day.
Q. All right. Where'd you go to school?
A. Chapman High School. Went to Presbyterian College for a year after Chapman High School, and then finished at Spartanburg Tech.
Q. What'd you study at Presbyterian?
A. At Presbyterian was my first year. I think it was business, was declared.
Q. All right. And what degree did you get from Spartanburg Tech?
A. Civil engineering technology.

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Q. Is that a two- or a four-year degree?
A. That is a two.
Q. Two-year.
A. I think they call it a two-and-a-half year degree.
Q. Civil engineering technology?
A. Yes.
Q. Okay. You are not a professional engineer?
A. No. Professional land surveyor.
Q. Well, let me, then, just make sure. All right, what year did you graduate from Chapman?
A. 1993.
Q. What year did you graduate from Spartanburg Tech?
A. It'd be '96.
Q. What was the name of the degree? Is it an associate's degree?
A. Yes.
Q. All right. Have you had any other formal education, other than high school, obviously, but Presbyterian and Spartanburg Tech?
A. No, sir.
Q. Okay. Have you done classes or certification classes --
A. Yes. We're required to do 15 hours of continuing education to maintain our license yearly.
Q. Did you have to take courses or classes prior to

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getting your license?
A. Those were at Tech.
Q. At Tech, okay.
A. Yes.
Q. So that's what this is. So -- well, let me ask. Is a civil engineer technology degree essentially preparation for a professional land surveyor license?
A. It can be used that way. It is, I'd say, primarily used that way.
Q. Okay.
A. Especially at that time, it was used to -- that was my intention in getting, it, anyway, was to go work for a land surveyor and move into -- to pass my exams and be a land surveyor.
Q. Okay. That was my next question. What did you have to do to get your license?
A. After the completion of your two-year degree, minimum two-year degree, you have to have, I think it's four total years of work experience.
Q. Okay.
A. And then you qualify to take your professional exams, which are two separate, eight-hour exams. At that time they were six months apart. So it was about a five-year process from after school, five

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to six years.
Q. All right. And the license, if you pass, what's the name of the license?
A. Professional land surveyor.
Q. All right. And is that issued by the Department of Labor, Licensing & Regulation?
A. Yes, sir.
Q. So if I looked on the Department -- on the LLR website under professional land surveyor, I should be able to look you up?
A. Yes, sir.
Q. Okay. All right. And have you had -- so if you graduated in 1996 and then spent approximately four to five years, did you get your license in approximately 2001?
A. Yes, sir, that'd be correct.
Q. And have you held that license continually since 2001?
A. Yes, sir.
Q. All right. And have you ever had any disciplinary action against that license?
A. No, sir.
Q. All right. And you have to keep up with 15 hours of continuing education every year?
A. That's correct.

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Q. All right. Do you do any other education, courses, classes, for your work?
A. That is about it. We, you know, stay up, talk to a lot of fellow surveyors, do a lot of technical kind of meetings with, you know, to keep up with technology. It's technology -- highly technology-based thing. So there's a lot of those. Those are more sales-oriented things, though, where you're trying to keep up with that.
Q. Somebody trying to sell you something?
A. It is. Go around and see all the new technology, you try to stay current, though. It becomes an important thing --
Q. Yeah. Then you can buy it.
A. -- whether you're buying or not.
Q. It could be helpful, too. All right, so that's your license and education. Let's talk about your experience when you came out of -- well, let me ask you this: Did you work as a surveyor at all before you went to Spartanburg Tech?
A. Did not.
Q. Okay. All right. And after you got your degree from Spartanburg Tech, where'd you work?
A. Lindsey and Associates in Greenville.
Q. Is that -S-E-Y?

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A. Lindsey, L-I -- L-I-Y-N -- L-Y-I-D-S-E-Y [sic]. Yes, I'm sorry.
Q. And Associates?
A. Yes, that's correct.
Q. And who is the principal of that firm?
A. William Lindsey.
Q. Is he still around?
A. Yes, sir, he is.
Q. Okay. How long did you work with Mr. Lindsey?
A. Worked there my entire -- well, about six years. Six years. Five-and-a-half to six years.
Q. All right. So did you become a professional land surveyor while you worked there?
A. I did.
Q. And did you work there as a professional land surveyor after you got your license?
A. I did, for a few -- for maybe six months. For a little while.
Q. Okay. All right. And is there a difference in land surveying for commercial, industrial, residential, or any other kind of surveying?
A. Yes, sir. I would say there certainly is. Probably the main two areas that people kind of do are property and land surveying, or construction surveying.

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Q. And do you specialize in either one of those?
A. I currently do both of those, between me and my partner. But more specialize in the property and land surveying, for sure.
Q. Tell me about construction surveying. Are you talking about where you're going to set a pad for any kind of --
A. Yes, sir, layout of pad, layout of curbing. Yeah. Grade stakes, that sort of thing.
Q. All right. So when you left Lindsey and Associates, where did you go?
A. I started my own company, Souther Land Surveying.
Q. And Souther Land Surveying, what kind company is it? LLC, corpora- --
A. LLC, yes, sir.
Q. And who are the members of the LLC?
A. Myself, and my partner, Brandon R. Souther.
Q. Now, I don't remember talking about Brandon earlier. Is that your brother?
A. Cousin.
Q. Cousin. All right. And did he essentially go through the same process?
A. Through the same process. He worked for a different company during his apprenticeship years. But, yes.

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Q. All right. And that was created, you said you worked for about six years, so --
A. 2001. September, 2001.
Q. And it has been a going concern since then?
A. Yes, sir.
Q. All right. Do you have any employees?
A. Yes.
Q. How many employees?
A. Approximately 12.
Q. Twelve employees, okay. How many of those employees are certified, licensed land surveyors?
A. None of my employees are, just the two principals, myself and my cousin.
Q. Okay. What do the other 12 employees do?
A. Various jobs. I have three -- three, or really four, office employees. We have, well, currently, we have four crew chiefs, and then what we call helpers that are more entry level; hold rods, cut bushes, that sort of thing.
Q. Okay. I ask everybody this; okay? Were you ever in the military?
A. No, sir.
Q. You do not looks like you're on any drugs or alcohol today. Is that fair?
A. That's fair, yes, sir.

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Q. Have you ever been in a lawsuit before, either as a plaintiff or a defendant?
A. No, sir.
Q. Have you ever been convicted of a crime?
A. No, sir.
Q. Okay. All right answers.

(MR. IMHOFF MARKS 2-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 1: ATTACHED TO DEPOSITION)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. All right, I'm going to hand you Exhibit No. 1, which is the subpoena for your deposition today, and also for a complete copy of your file regarding any surveys done on property owned by Patricia S. Miller in the last ten years, including but not limited to correspondence, emails, texts, phone records, or any communication with David Meeks or his attorney in the last ten years, billing records or any other document related to the surveys done on property owned by Patricia S. Miller, including the surveys done on June 20th, 2010 and June 21st, 2019. Did I read that correctly?
A. Yes, sir.
Q. Okay. And did you read that when you received the subpoena?

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A. I did.
Q. Okay. And I think you actually talked to my paralegal. Stephanie forwarded some things to me already.
A. Yes, sir.
Q. All right. And we looked through your file when you got here. I think there were a couple of things that I didn't have. But my question is really more related to correspondence. Do you have any correspondence between yourself, either of the litigants, Patricia Miller or David Meeks, or Mr. Meeks's attorney, Mr. Compton?
A. I do not have any written correspondence, emails, or anything of that sort. They were phone conversations or in person.
Q. Okay. All right. And I asked you for billing records. You would have billed for at least the first survey, I assume?
A. Yes, sir, I billed for the first survey, I am sure. And I just neglected to look that up. I'll get that to you --
Q. Okay.
A. -- tomorrow.
Q. All right. So other than the billing records, is there anything that we requested here that was not

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provided?
A. No, sir.
Q. Okay. Now, I don't know that you saw this or totally understand this, but the deposition is actually two 30(b)(6) representatives, Souther Land Surveying. Did you see that? Let me explain what --
A. I see it now.
Q. -- that means. Okay. And I don't see the topics list attached to this. I hope there was one. Did you do the surveys, in 2010 and 2019, yourself?
A. The 2019 survey was the exhibit drawing I did at their request. That was strictly done in the office. Yes, I did that myself. The 2010 survey, the fieldwork, I did not do myself.
Q. Who did --
A. Our crew chief did that.
Q. Your crew chief?
A. Yes.
Q. What was the name of your crew chief?
A. John Pruitt.
Q. Is he still with your company?
A. He is.
Q. And what qualifications does Mr. Pruitt have to do fieldwork?

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A. He has been working for me since -- I'd have to get his exact employment dates for you, but he currently has 16-plus -- 16 years of experience with us.
Q. With your company?
A. Yes.
Q. So almost from the very beginning, he'd be --
A. Yes, sir.
Q. -- from the beginning? Help me, if you will, walk me through how you get an assignment, how you assign that work within your firm, and then how it's done and then a plat is prepared.
A. Okay. Yes, sir. We would have received a phone call at some point, I'm sure, requesting to go out and do the survey. I think a time was set to meet, went out to the property, meet someone typically, discuss what is needed, and then try to perform that survey, bring the data back. The crew chief would download his data into the computer, connect it up, bring it to me or my cousin, the licensed professional, to review, look over, and draw that plat that would go out --
Q. Okay.
A. -- and eventually record it.
Q. All right. So you don't necessarily set foot on

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every site?
A. I do not personally, no, sir.
Q. Well, neither of the licensed surveyors necessarily set foot --
A. That's correct.
Q. Okay. You rely on that legwork --
A. That's correct.
Q. -- that legwork to be done by employees; is that right?
A. That's correct, yes, sir.
Q. Okay. Tell me what they do in the field.
A. Survey would start by reviewing the legal documents, deeds, plats of both that property and adjoining property as it's relevant. Going out looking for physician evidence, which could be, but not limited to, fence lines, actual property corners, corners that are either in the road, creeks, other monuments to the property. Then setting up the transit and traversing around the property to locate these features, and then comparing them to both the deeds and the plats.
Q. Okay. And then that's when it's presented to you or your cousin?
A. That's correct. After they've collected all of the relevant information, they bring it back, present

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it to us, we make any decisions about the property lines, reestablishing monuments, whatever would need to be done. And then we may or may not have to send them back out, whether they needed monuments or not.
Q. You're using "monuments" in a way that I hadn't heard before. Will you give me a vocabulary lesson on "monuments"?
A. When I say "monument," I mean something that is a called-for property corner. It could be a half-inch rebar would be a monument, a three-quarter inch pipe, whatever is there that's set to represent the corner, actual, physical corner in the field.
Q. All right. Let's talk about, have you done work for David Meeks before?
A. I don't think I'd ever done work for David. I had done work on some property owned by David prior to this.
Q. Prior to 2010?
A. Yes, sir.
Q. How much work?
A. I believe he had entered into an agree- -- and this is from memory -- an agreement with a developer to develop a 40- or 50-acre piece of property that's

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nowhere near this -- or not far from this, as a subdivision. And we had worked for the developer, but on David's -- property, I think, was still owned by David, at least during some of the time we were out there working on it.

Q. Okay. You were -- and were you subdividing it?

A. Yes, sir.

Q. Okay.

A. Yes, sir. But David would have been -- I think he was a partner in that. So he technically would have been one of my clients as well.

Q. Sure. Okay. Any other work before 2010 that you --

A. Not that I remember, no, sir.

Q. Have you ever met Patricia Miller before 2010?

A. No, I don't think I ever met Patricia Miller.

Q. Okay. Yeah, so that was my next question. Have you ever met Patricia Miller?

A. No, sir, I don't think I have.

Q. Okay. All right. Do you recall how you received the assignment or the work in 2010 for a transfer of property between Patricia Miller and Mr. Meeks?

A. I believe that Mr. Meeks called in and spoke with my office manager and asked us to schedule the job.

Q. Who would that office manager be?

A. Michelle White.

Q. Like the color white?

A. Yes, sir.

Q. Or the lack of color white?

A. Yeah.

Q. Is she still with you?

A. She is.

Q. All right. And typically, when you get an assignment, is a file opened? Are there notes? Are there an email that goes out to someone? How is the assignment recorded and designated?

A. This folder would have been started. The first sheet would have been that pull sheet document that I know you have a copy of that was -- have been just the basic list of --

Q. This here?

A. Yes, sir, that. -- basic list of the property owners, adjoiners, their current records of deeds and plats that are on Spartanburg County at the time. We also would have printed the tax map, which, I think that was the current tax map, which --

Q. Let me give you this.

A. -- looks a little different than the new one.

Q. So this is --

(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 2: ATTACHED TO DEPOSITION)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. I've now marked as Exhibit No. 2, a Souther Land Surveying document, client, phone number, and date, which is May 26, 2010. That's the intake sheet you're talking about?

A. Yes, sir, that's correct.

Q. Okay. All right. And what information would Michelle White have filled out?

A. She would have filled this information out, property owners, adjoiners, deeds, and plat books.

Q. All right. David Meeks is the client. That's his phone number below that; right?

A. Yes, sir.

Q. And then 2130 Hampton Road, Wellford, do you know, is that Mr. Meeks's address?

A. I believe it is.

Q. Okay.

A. That's normally what we would put in that --

Q. All right. Job number is --

A. -- space.

Q. -- 2825. Is that right?

A. Yes, sir.

Q. Date is May 26th, 2010?

A. Yes, sir.

Q. All right. Tax map number is 1-48-00-016.00. Is that right?

A. Yes, sir.

Q. What she wrote?

A. That's what she wrote.

Q. Where would she have gotten that information?

A. Spartanburg County assessor's site -- or GIS site, I think, at the time. I can't remember if they had a new assessor's site in 2010 or not. And a copy would have been made -- I think that's it, of the current -- or not the current, but at that time, of the...

Q. Where's the top?

A. Good question. It kind of doesn't have a top, it's just kind of printed out that way. Well, north.

Q. This is Hampton here?

A. Yeah.

Q. And this is Little Mountain?

A. North would be that side. That would be the side.

Q. So you flipped it over for me.

A. I did. Sorry.

Q. So I put this on the bottom?

A. Yes, sir.

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(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 3: ATTACHED TO DEPOSITION)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. Okay. Now, I can't see this on my copy -- I've marked it as Exhibit No. 3. I can't see this on my copy, but there are some lines drawn and some writing. Can you help me with that?

A. Yes, sir. I think I had -- that says three acres, plus or minus.

Q. Okay.

A. And that's a line that's kind of an extension of this outparcel. Yes, sir.

(OFF THE RECORD CONVERSATION)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. I have now unmarked Exhibit No. 3. And I'm going to wait for Stephanie to come back. Let's talk about it, and I can give you a --

MR. IMHOFF:

I gave you a whole stack of this stuff, right, Gary?

EXAMINATION RESUMED BY MR. IMHOFF:

Q. All right. Is this a blowup of the GIS or the land -- the tax map?

A. Yes, sir.

Q. Because I don't see any identifying information on it like I would find --

A. This is, when you print one like that, you can do just an image instead of a detailed sheet. This is the image sheet. It gives you -- it lets you fill the whole piece of paper up with the photo so that, you know, the guys out in the field get a little better idea of how things are going to look.

Q. Okay. All right. And would this handwriting of three acres plus or minus have been Ms. White's handwriting?

A. That looks like my handwriting.

Q. That looks like your handwriting.

A. Yes, sir.

Q. Do you know when this was written on here?

A. I do not. I don't remember doing it. I saw it, but when I was preparing the folder for you, but I do not know at what point I wrote that on there.

Q. Would it have been in 2010?

A. Yes, sir, I would think so.

Q. Okay.

A. But I would be guessing. But that would be my guess, yes, sir.

Q. Has it -- do you have a recollection of writing on this since this litigation began in --

A. Oh, no, sir.

Q. -- approximately 2018?

A. No, sir.

Q. Yeah, I think this is good. All right, so let me mark -- why don't you take your original back.

A. That's on the bottom there.

Q. Here?

A. Yes. I think so.

Q. How can you tell?

A. Because I saw it when you were flipping it over. There you go. Is that my handwriting? I thought it was. They all do look alike.

Q. This one looks like it may have a bleed --

A. You've got a good copy.

Q. -- have a bleed-through a little bit, maybe.

A. Yes, sir.

Q. You want to check and make sure that's for real?

A. I think that's it, yes, sir.

(MR. IMHOFF REMARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 3: ATTACHED TO DEPOSITION)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. Okay. That's all right. Now, I've remarked Exhibit No. 3 as a color copy. All right. And let me say something. So one of the other things

Joanne cannot do in making the transcript is she can't record both of us at the same time. So if you'll let me finish my answer before you start your answer. I could tell that you already know what I'm asking you, and are answering it. It's just for Joanne's sake, she can't -- she can't do twice. And she will yell at us if we talk over each other.

A. I don't believe that.

Q. No, she can. Okay. All right. So I think your testimony was that you wrote "three acres plus or minus" on this document sometime before 2018.

A. Yes, sir, that's correct.

Q. Okay. Is it likely that you wrote this in 2010 when you received the assignment?

A. It is most likely, yes.

Q. And then, who would have put the lines on this document?

A. I cannot say for sure. I can, you know, I can speculate that it was me, because I did write the -- see, my handwriting on the three acres makes me think that I was making some notes and, you know, trying to process some stuff here, and then doing this.

Q. Do you recall if you met Mr. Meeks in 2010 before

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going to this site? Or just talked to him on the phone?
A. We talked to him on the phone, and had a meeting set up the morning we did the survey.
Q. Did he come to your office, or did you go meet him?
A. He was to meet my -- or speak with my crew member, my party chief, on site. John Pruitt.
Q. John Pruitt. All right, so when you say "we had a meeting set up with him," that meeting was on site with John Pruitt and Mr. Meeks?
A. That's correct.
Q. Okay. And would this Exhibit No. 3 have been created before, during, or after that meeting?
A. I do not know that. It could have been printed when we got back to the office, or it could have been printed before he went out.
Q. Well, I'm more interested in the writing on it, the three acres.
A. The writing, I can't speak to. It was not written out there, because like I say, I believe it to be my handwriting. And like I say, therefore, probably my scratch. I don't know if it was something I did just making notes to myself, trying to see what we were going to do, or if it was done -- well, I know it wasn't done in the field,

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because I'm assuming it's my handwriting.
Q. All right. And if I can get a little ahead of us, it wouldn't have been done after Mr. Pruitt did his work on site, because he came back with four-plus acres; didn't he?
A. Well, yes. And I think the acreage was just a -- probably just a guess. That may have even been something I told him, you know, we're cutting out about three to four acres, and wrote three acres, plus or minus. You're going to be doing something like this. Just like if I sent him out to do 40 acres, I would say, hey, you're doing 40, 45 acres today.
Q. Okay.
A. This is what you're up against.
Q. Where would you have gotten the information that it was three acres, plus or minus?
A. I may have digitized it off the County. If it was done before the survey, that would be my guess, because I would have had no other way of figuring acreage, you know, unless I just did it in my head, measuring how far it was down and how far it was back.
Q. Okay. Is it possible Mr. Meeks told you it was three acres, plus or minus?

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A. Before the survey?
Q. Yes.
A. I don't think I spoke with Mr. Meeks before the survey.
Q. Okay. How did you get this information if you didn't speak with Mr. Meeks, that's on Exhibit No. 3?
A. My secretary, Michelle, would have taken the tax map and printed this. And then, I think, when my crew chief met him out there, he would have taken this. And he may have drawn this line. That is my handwriting, so I can't say he wrote the three acres.
Q. Would the three acres have come from your secretary?
A. It could have, yes, sir.
Q. Okay.
A. Like I say, I do say most likely, it may have been in something I digitized off the County. Because you know, if you've been to the County tax map, you can click on the little measure thing and kind of measure around and see about how much acreage is right there.
Q. Yeah.
A. To give my guys something to kind of start working

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with.
Q. Right. I mean, are you -- how close do you typically get to the amount of acreage when you do it that way?
A. It would just depend on the accuracy of the tax map.
Q. Okay.
A. And that could --
Q. Because you'll agree with me that when they did their survey in 2010, or you did the survey in 2010, or you did the survey in 2010, it was almost four and a half acres.
A. Yes, sir.
Q. Okay.
A. Without a doubt.
Q. Which is about --
A. An acre and a half more than three acres.
Q. Yes, sir. Okay. So I will represent to you that my client has said that she entered into an agreement with Mr. Meeks to sell three acres. And that's where the $15,000 comes from, $5,000 an acre. Is it possible that Mr. Meeks was telling you he was buying three acres?
MR. COMPTON:
I object to what's possible. Go ahead and answer

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him.
WITNESS ANSWERS:
A. Yes, sir, that is possible.
Q. You don't know what –
A. Do not know that.
Q. – Mr. Meeks told you back in 2010?
A. That's correct.
Q. But this is your handwriting?
A. Yes, sir.
Q. In 2010, we think?
A. Yes, sir.
Q. Okay. And he may have told that to your secretary, who then told that to you?
A. Yes, sir.
Q. I see.
A. Possibly.
Q. Office manager; I apologize. It's office manager; right?
A. That's correct.
Q. Okay. I didn't mean to demote her. Okay.
And you don't know who put the scratches, as you called them, with the black pen marks on Exhibit No. 3. Is that right?
A. I do not.
Q. Can you show me on Exhibit No. 3 where the creek or

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river runs?
A. Yes, sir, that would be this line that zigs over here.
Q. Okay. The squiggly line, which would –
A. Yes.
Q. – make sense.
A. Yes.
Q. Okay. All right. And I'm going to mark this Exhibit No. 4.
(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 4: ATTACHED TO DEPOSITION)
EXAMINATION RESUMED BY MR. IMHOFF:
Q. This is something that I pulled. I'm not sure exactly when, but as you can see at the bottom, it says, date created, 11/5/2018, last data uploaded, 11/2/2018. Do you see that?
A. Yes, sir.
Q. See the squiggly line representing the creek in this?
A. I do, yes, sir.
Q. What is this document? What is this? What would you call this?
A. This is a printed map from the Spartanburg County mapping site.

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Q. Is that GIS?
A. Spartanburg County has two sites. One is a GIS, one is not called a GIS. This is, I believe, from the other site.
Q. Okay.
A. But they're primarily the same.
Q. Okay. Let me go back. I got a little off track. All right. You said that the tax map number would have come from your office manager, Ms. White?
A. That's correct.
Q. All right. And the GIS number, would that also come from Ms. White?
A. Yes, she would have recorded that at the time.
Q. How does she get that information?
A. I think, in 2010, it would have been from the County GIS site.
Q. I guess my question is how would she have gotten the information to locate the tax map number and GIS number from the client?
A. Oh. Usually, that would have been either an address – the client could have stopped by and shown her on the computer. He could have given her the road and you know, distance down from the intersection, described it to her somehow. Typically, though, it would be given in an address

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and perhaps an owner name, to look the parcel up.
Q. Okay. And so it has Parcel No. 16.0, Patricia S. Miller, 9.68 acres. You agree with that?
A. Yes, sir.
Q. Okay. And then a checkmark. What is a checkmark?
A. That means we made a copy of that.
Q. Okay. And then you have the deed reference number. And then a plat reference number.
A. Yes, sir.
Q. Also checked; meaning you made a copy of that?
A. That's correct.
Q. Which should be, then, in the file?
A. Yes.
Q. Okay. And then you have Frank Clyde Miller, Jr., Michael Anthony Fowler, Amos Ray, Joe and Judy Bradley, and David R. And Ardath C. McGraw.
A. McGraw.
Q. Who are all those people in reference to your work?
A. Those would be people that owned the adjoining parcel or parcels at the time.
Q. Okay. Now, how was it communicated to you or to your crew what you were surveying?
A. That was to be the meeting or conversation that my crew chief had with Mr. Meeks on the ground that day.

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Q. All right. And so, would Mr. Meeks have walked with Mr. Pruitt the boundary of what he wanted surveyed?
A. I spoke with Mr. Pruitt that today, this morning, and when Mr. Meeks had first came and said he had an issue with what was going on here. And Mr. Pruitt does not remember Mr. Meeks walking anything with him. He cannot remember if Mr. Meeks didn't show up and they had a phone conversation and he told him, or if he rode by and did not -- and just kind of had a very short meeting where he didn't even leave the road. But he did not walk it with him.
There was flagging tied up on the property where we put the new line. And a line had kind of already been cut down through there. And it was our understanding that's where he wanted the property line.
Q. Okay. What was cut?
A. Scrub brush, vegetation was cut.
Q. All right. Is it your understanding that where he wanted the property line in 2010 extended from Hampton Road to Mr. McGraw's -- I'm sorry --
A. Yeah, Mr. McGraw's.
Q. -- Mr. McGraw's.

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A. Yes, that's it.
Q. I saw Ardath. Okay. So straight back, all the way back?
A. That was my understanding, yes, sir.
Q. All right. Is that still your understanding today?
A. I guess I don't understand what you're asking.
Q. Okay.
A. Meaning, are you asking me if I believe that's what he wanted at the time? Or if that's what he's saying he wanted now?
Q. What is he saying that he thinks he owns now?
A. Well, he came to my office sometime after the survey, years after the survey, I guess, around 2018, and expressed that he thought his line was further up the hill.
Q. Okay. Did he express that he thought he also owned behind Frank Clyde Miller or Tilman Gibson?
A. I don't recall him -- I don't know if we talked about behind. He just kept saying he wanted the -- that he thought the property line should be further up the hill.
Q. All right. I'm getting ahead of myself. All right. You did an exhibit drawing for David R. Meeks the 21st of June, 2019. Is that correct?
A. Yes, sir.

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Q. And was that prompted because Mr. Meeks came to you and said, I have a problem and I need your help with it?
A. No. Mr. Meeks came in sometime before that and just kind of talked about it and left. And Mr. Compton called and came to my office and asked me to do the drawing done June of 2019.
Q. Okay. This is called an "exhibit drawing for."
A. Yes, sir.
Q. Is that different than this survey from 2010?
A. Yes, sir.
Q. Okay. What is an exhibit drawing?
A. The intent of this drawing was simply to give, as I understood it, talking to Mr. Compton, to give him a talking point of -- a visual point of what was there.
Q. Okay. Is this a legal document?
A. No, sir.
Q. Is it a --
A. It's a non-recordable document.
Q. Okay. Is it consistent with best practices of land surveying?
A. Yes, sir, I believe it is. I put "exhibit drawing" on there, and I noted over here that no survey was done at this date, this was simply exhibit drawing.

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I also did not put any acreage on it, and did not put any bearings on it. It's simply distances.
This drawing was just to give, presumably, you guys something to talk about and where you could describe how the property looks.
Q. Okay. Were you paid for this?
A. I have not billed anyone for that, no, sir.
Q. All right. Were you directed where to put the property lines?
A. I was directed what to draw.
Q. Okay. You have -- let's mark...
(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 5: ATTACHED TO DEPOSITION)
MR. IMHOFF:
All right. I marked as Exhibit No. 5 -- Gary, do you have one? You need one?
EXAMINATION RESUMED BY MR. IMHOFF:
Q. Looking at Exhibit No. 5, Hampton Road is at the top of your drawing. Would you agree with that?
A. Yes, sir.
Q. The top of -- the relevant part of the drawing, anyway. You have David R. Meeks -- now, property Tax Map No. 1-48-00-016.04, 4.47 acres. Is that right?

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A. Yes, sir.
Q. Okay. Is that 4.47 acres number correct?
A. Are you asking if it matches my survey of 2010?
Q. Well, what I really want to know is if, inside this drawing in Tax Plat No. 16.04, if it's 4.47 acres. You said you didn't put any acreage on this, but there is.
A. I did see -- I see that now. I'm sorry, it was too far away, and I couldn't see it. Yeah, that represents the plat that I did in 2010. And therefore, it has the acreage of the plat that I did in 2010. The line that's drawn coming from Hampton Road toward the back is the same line, representing the same line of the survey I did in 2010.
Did I answer that?
(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 6: ATTACHED TO DEPOSITION)
EXAMINATION RESUMED BY MR. IMHOFF:
Q. I'm going to hand you Exhibit No. 6.
A. Thank you.
Q. You have '10 and '19 --
A. Thank you.
Q. -- in front of you now. All right. Looking at

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both of these together, okay, you have Patricia Miller as the owner of property that connects to Hampton Road on property 16-06. Do you see that? On the exhibit --
A. Yes, sir.
Q. -- June 21st, 2019?
A. Yes, sir, I do.
Q. Okay. And you put 2.112 acres. You see that?
A. Yes, sir.
Q. Okay. Where did that number 2.112 acres come from?
A. I simply added the -- or calculated the amount of property left along Hampton Road, the 175.66, from our survey line of 2010 up to the -- what is currently owned by Manzanares, LLC. Then back and around behind the two lots that had previously been cut off. And then straightened them up to the McGraw line. And calculated a rough acreage, like I say, for exhibit purposes.
Q. Have you ever been on this site?
A. Yes, sir.
Q. Okay. When did you go out there?
A. I think I went out when Mr. Meeks first came in and said he felt like he had some error out there, and just went out and walked down the road and looked at it.

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Q. Okay. Did you ever get off Hampton Road?
A. No, sir, I did not.
Q. Okay. Did you ever come to the back of looking at Exhibit No. 5, either Manzanares, LLC or Tilman Gibson's properties?
A. I have not, personally. My crews had tied those pins back there.
Q. Okay. Did Mr. Meeks ever tell you that he claimed ownership of the property -- is this north?
A. Yes, sir, it is.
Q. -- south of Manzanares, LLC's 16.03 where it says 2.112 acres?
A. He did not.
Q. He's never told you that he claimed ownership of that?
A. He's never told me that.
Q. Would that have been outside the line that he cut in 2010 to show the --
A. I don't know --
Q. -- the property line?
A. -- that he cut that line. Sorry. My suspicion is that this gentleman had already cut that line, because that line had already been cut off. Ralph Smith.
Q. Ralph Smith?

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A. Uh-huh.
Q. Who -- is that a yes?
A. Yes. I'm sorry, yes.
Q. Who is Ralph Smith?
A. He is another PLS.
Q. Is the document that was in your file?
A. Yes, sir.
Q. All right. When you say "cut a line," in my mind, I'm thinking a clearly identifiable, bushes cut, line back to Mr. McGraw's property. Is that not how you've been describing it?
A. I don't think it went all the way back to Mr. McGraw's property. This would have been a 249-foot line. And our line goes against these pins. These pins were flagged up when we got out there, and it was our understanding this is where Mr. Meeks wanted the new line, and then extend back to the McGraw line.
Q. I don't see that in here. Hold on. Oh --
A. Effective --
Q. The first --
A. Yes, sir.
Q. All right. This is a June 18th, 2007 -- is it a survey?
A. Yes, sir.

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Q. -- survey done by Ralph Smith, PLS. Okay. And so explain to me what you mean in 2010 by "a line was cut."
A. Visual evidence of that property line, or that line, was there when we got out there.
Q. Do you have any idea what visual evidence?
A. Flagging, survey tape or flagging, and vegetation cut going down that line leading from pin to pin here.
Q. Okay. But you don't know who did it?
A. Well, I know Ralph Smith did the survey.
Q. In 2007?
A. Yes, sir.
Q. All right. All right, so how did you determine, or how did Mr. Pruitt determine that this was going to be the line that Mr. Meeks wanted?
A. It was Mr. Pruitt's understanding, when he spoke with Mr. Meeks, that that was the line.
Q. I'm going to mark that as Exhibit No. 7.

(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 7: ATTACHED TO DEPOSITION)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. And let's make sure we describe this correctly. All right, on Exhibit No. 7, on the left-hand of

that, it says Frank C. Miller. Do you see that?
A. Yes, sir.
Q. All right. And then to the right of Frank C. Miller is a line. And what are those numbers?
A. I'm sorry, I didn't follow you there. Can you --
Q. What are these numbers here?
A. Oh, those are bearings and distances.
Q. Okay. What's 521 degrees?
A. Oh, that would be south 21 degrees, 52 minutes, 14 seconds east for a distance of 249.21 feet.
Q. Okay. And it ends at a half-inch rebar?
A. That's correct.
Q. What is the number in parentheses above the RB parentheses?
A. Five. That would be a 5. I'm sorry. I should have brought my glasses. That's an S. So I think that would mean he set that rather than found it.
Q. Okay.
A. So he put a new pin in the ground there.
Q. Okay. And by "he," we're talking about Mr. Smith?
A. Yes, sir.
Q. Do you know Mr. Smith?
A. I know him professionally. I've never physically met him. I've spoke with him on the phone before.
Q. All right. And then we have another one towards

Hampton Road, which also is one-half-inch rebar, in parentheses, S. But then, there's a little more information there. It's a squiggly line, 25.20 --
A. That is --
Q. -- or 00. It's what?
A. It's at 25 feet. So what he's saying there is to establish that that point, that rebar is set at 25 feet from the actual property corner in the center of the road, along the bearing running south 21, 52 degrees, 14 seconds east. So a rebar at 25 feet.
Q. All right. And you are saying that that line is what line on exhibit -- I'm sorry -- Exhibit No. 5, your exhibit drawing for David Meeks?
A. On Exhibit No. 5, that will be the line that separates the 4.47-acre tract from the 2.112-acre tract. And has a bearing of north 21, 46, 22 west.
Q. Why is that different than --
A. Well --
Q. -- this one on Mr. Smith's plat?
A. Yes, sir. When you're doing a survey, you're retying pins, is your real-world situations. So things are never exactly the same, or never perfect. You know, a difference in bearing like that is very close. And my origin of bearing, or my origin in my survey, may have been different

than his.
Q. Okay. And what it doesn't show on Mr. Smith's plat -- is it called "plat"?
A. Yes, this is a plat.
Q. Okay.
A. It's a recorded plat.
Q. What it doesn't show on Mr. Smith's plat is it continuing on the far side away from Hampton Road to Mr. McGraw's property, as yours shows. Is that right?
A. That's correct.
Q. Okay. Who did this work out there to locate these pins and find the bearing and the line in 2019?
A. No field work was done in 2019.
Q. Okay.
A. That is simply an -- that's why it's just an exhibit drawing. There's not a -- no property survey was done at the time.
Q. Help me understand -- let me ask you this. Was the survey done June 30th, 2010 incorrect?
A. No, sir, I don't believe the survey was incorrect at all. I do -- there is one slight error. This owner should be here (indicating). So Frank Clyde owned this. This box that you see here (indicating) is the -- represents this.

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Q. 16.03?
A. Yes. Well, this plat was cut out. And if you look at the old tax map, the tax map we had to work with there, you'll see this is represented here (indicating). So this plat was done but never sold. It was cut out, and apparently at one time, a different tax map number, but was not sold.
Obviously, if you'll look at your new tax map, this is now gone. I don't know how that happened, but...
Q. Well, it has been argued in this case that, in fact, on Exhibit No. 7, that this piece of property -- any way that you and I can describe that piece of property?
A. There's probably an acreage on there. You know where he puts his -- there. .97 might describe it.
Q. All right. Exhibit No. 7, .97-acre lot is on Exhibit No. -- where is the 2010 plat? -- on Exhibit No. 6, is actually this property here (indicating), to the west of Frank Clyde Miller, Jr. at 16.03.
A. There was a plat of that one. I'm sorry, I've been looking at the wrong Ralph Smith plat. They did look the same. They go in here like this. One, two, three. One, two, three. Sorry. So that was

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not Exhibit No. 7; this will be another one.
MR. IMHOFF:
Go off the record a second.
(OFF THE RECORD)
(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 8: ATTACHED TO DEPOSITION)
EXAMINATION RESUMED BY MR. IMHOFF:
Q. Okay, now, we've got Exhibit No. 6, which is the July 16th, 2010 survey you did. We've got Exhibit No. 7, which is a Ralph Smith June 18th, 2007 survey and plat. And then we have -- help me with the date here.
A. Well, this was recorded June 8th of 2007. The date of the survey is May 17th of 2007.
Q. Is that a different date than Exhibit No. 7?
A. It is, yes, sir. One month -- or, Exhibit No. 7 is 6/15/2007.
Q. 6/15/2007?
A. Yes, sir.
Q. So after May 17th, 2007?
A. That's correct. This plat was done first.
Q. Okay. So we've got to go back and do this all over again.
A. I understand.

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Q. In Exhibit No. 5, okay, that's your 2019 exhibit drawing, okay, where is Exhibit No. 8's plat?
A. Exhibit -- I'm not going to write on it.
Q. Yeah, don't write on it. We may be able --
A. It's a bad habit, I know.
Q. -- to agree.
A. Sorry. It is -- it sits in this area.
Q. All right. Will you draw a line --
MR. COMPTON:
There's a red sharpie back there. Might that help?
MR. IMHOFF:
Yes.
EXAMINATION RESUMED BY MR. IMHOFF:
Q. Will you draw a line across to show the back of --
A. Yes. It would come --
Q. -- Exhibit No. 8?
A. Yes, sir. From this pin to this, you see that dark symbol there?
Q. Right.
A. It's very small. But it would come right through there.
Q. Okay. And will you put an 8 in there for me, so we can know that it's Exhibit No. 8?
A. (Witness complies)
Q. And now, Exhibit No. 7, where is that piece of

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property?
A. (Indicating)
Q. All right. Okay. Now, go back to your 2019 -- I guess that's what you have in front of you.
A. Yes, sir.
Q. That's Exhibit No. 5; okay?
A. Yes.
Q. And compare it with your 2010, if you would, which is Exhibit No. 6. I have the 6 upside down, but that's okay. At least Hampton Road is the same. Well, no, it's not. I apologize.
In Exhibit No. 5, which is your exhibit drawing for Mr. Meeks, you have what you've marked as Exhibit No. 8 belonging to Patricia Miller. Do you agree with that?
A. Yes, sir.
Q. Okay. And Exhibit No. 6, in 2010, you had that same location owned by Frank Clyde Miller, Jr., Tax Map No. 16.03. You agree with that?
A. Yes, sir.
Q. Okay. And now, the bottom section -- I call it "bottom," but let's call it the southerly section of Exhibit No. 5, under your numbers 7 and 8, you have as owned by Patricia Miller. Is that correct?
A. Yes, sir.

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Q. Okay. And would you agree with me that in your 2010 survey, you had the area under Plat 7 and 8, or Exhibits 7 and 8 to the south owned by Patricia Miller.
A. I'm sorry, could you repeat that part again?
Q. So in 2010, under Exhibit 8 plat and Exhibit 7 plat, to the south --
A. So when you say "under," you mean to the south?
Q. It's under, yeah.
A. Yes. To the south.
Q. I mean, understand...
A. Yes, sir.
Q. You had it owned by Patricia Miller.
A. That's correct, yes, sir.
Q. In your mind, has there ever been a question that the property south of Exhibit No. 8 plat and Exhibit No. 7 plat has always been owned by Patricia Miller?
A. No, sir, not in my mind. That was not at issue when I did the original survey, of course. We were dividing the line. And then when we did this, we were doing more of an exhibit. But no, I had never seen any reason not to think Ms. Miller did not own it.
Q. You said a couple of -- you said a couple of "nots"

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in there. Just double negative. Has it always been your belief or understanding that Patricia Miller always owned the property south of Exhibit No. 7 and Exhibit No. 8?
A. I have never seen a deed that would give ownership to anyone else.
Q. When you were out there, did you observe goats and fencing of Mr. Meeks on this property south of 8 and 7?
A. As I said before, I did not walk back. As I went down Hampton Road, I believe I saw it on this property. But I did not go back here (indicating). So I couldn't speak to that.
Q. Have you ever been involved in trespassing cases?
A. No, sir.
Q. Boundary disputes?
A. Like I say, I've never been deposed before. Just solving boundary disputes.
Q. All right.
MR. IMHOFF:
We can go off the record.
(OFF THE RECORD)
(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 9: ATTACHED TO DEPOSITION)

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EXAMINATION RESUMED BY MR. IMHOFF:
Q. I'm going to hand you Exhibit No. 9. Can you tell me what this document is?
A. It is a agreement to sell and buy.
Q. Okay. Do you know when this -- well, I will represent to you that I found this document in your file.
A. Yes, sir.
Q. Okay. Would you agree with me it's in your file?
A. That's correct.
Q. Do you know when it got into your file?
A. This got into my file, I think it's sometime in 2018 --
Q. Okay.
A. -- when Mr. Meeks came to my office.
Q. You had not been given this document prior to 2018?
A. No, sir, I don't believe so.
Q. Why did Mr. Meeks give you this document, if you know?
A. He came into my office with the belief -- or to tell me that he thought this line was incorrect, that we'd put this line in the wrong spot. And he said to prove that, that he had this buy/sell agreement. And you know, I told him at the time that we did what he asked, that the buy/sell

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agreement was not a legal document as far as transferring property. And that's really -- was my opinion of it.
Q. Okay. In 2010, did you put any flags or any surveying lines out?
A. Yes, sir.
Q. Okay. Did Mr. Meeks walk the property or look at the property to say this is right or this is wrong?
A. I do not know that.
Q. Okay. When you -- I assume that you gave Mr. Meeks this survey?
A. Yes, sir.
Q. Okay. Did he ever object to the survey?
A. No, sir.
Q. All right. Well, let me ask that again. Did he ever object to this survey before he came back to your office in 2018?
A. No, he did not.
Q. Okay. Do you know if you put your -- would you call it a surveying line or boundary line?
A. Yes, sir, boundary line is fine.
Q. Would you have put that on Exhibit No. 6 at -- this line between the 4.47 acres and Frank Clyde Miller, Jr.'s property? Or did you put the line between Frank Clyde Miller, Jr.'s property at 16.03 and

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what we've identified previously as Exhibit No. 7?
A. No, sir. The line would have been between the 4.47-acre tract and the one that says Frank Clyde Miller, the first line that you indicated there.
Q. Okay. And to make that totally clear, that would have then, between, on your Exhibit No. 5, the 2019 exhibit, a line that you would have marked would have been between David Meeks 4.47-acre property and Exhibit -- and No. 8 here?
A. That is correct, sir.
Q. All right. Will you do me a favor and take that marker and draw a line, and maybe put arrows at the end of it in case we make a copy of it that's not color, where you would have put your surveying flags?
Yeah, like this. Oh, that doesn't work.
A. This work?
Q. Sort of like that.
A. Sure.
Q. Okay. And why don't you put right here at the bottom, an A. And we'll just say that that's Exhibit A on there.
A. (Witness complies)
Q. Okay. So where you wrote that A, and drew an arrow and lines, is where you would have put your

surveying flags when you did the survey in 2010?
A. Yes, sir.
Q. Okay. And you believe, again, when you went back in June of 2019, you believe that's the proper survey line?
A. Again, I did not go back --
Q. I'm sorry.
A. -- in 2019.
Q. When you looked back?
A. When I looked back and prepared an exhibit drawing, yes, I believe that is the line that I placed on the ground.
Q. Okay. Did you know that your survey was going to be used to transfer property?
A. In 2010?
Q. Yes.
A. Yes, sir.
Q. Okay. Did you know that Exhibit No. 6 was attached to the deed to transfer property in 2010?
A. Did I know that?
Q. I think it's in your file. Yeah. No?
A. In 2010?
Q. Yes.
A. Well, it wasn't attached -- well, that is typically the way it would work. It either is attached to

the deed, or referenced in the deed. I didn't know which one was done. It's obviously recorded with Spartanburg County at page 165 -- or excuse me, at Book 165, page 309.
Q. It may not be in here. All right. Will you do me a favor with that red pen again, looking at Exhibit No. 5 --
A. There it is.
Q. -- and Exhibit No. 6, will you draw that same line with arrows and an A on Exhibit No. 6 for me, please, where you would have put your stakes and flags?
A. (Witness complies)
Q. Looking at Exhibit No. 5, if Mr. Meeks -- well, strike that.
(MR. IMHOFF MARKS 2-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 10: ATTACHED TO DEPOSITION)
EXAMINATION RESUMED BY MR. IMHOFF:
Q. I'm going to hand you this Exhibit No. 10. I'll represent to you that this is a title transfer of property between Patricia Miller and David Meeks, which, as you see, is recorded at 96-Q, page 506. Do you have this document in your file?
A. I'm going go to have to look, here.

Q. All right. Let me ask you: Have you ever seen this document?
A. Yes, I'm sure I looked at the document when I did the 2019 exhibit. It is referenced 95-Q at 506.
Q. You're saying that you're referencing the deed book and page number on your 2019 exhibit?
A. Yes, sir.
Q. Okay.
A. So I most definitely would have read that deed and looked at it at that time.
Q. All right. Go ahead and look, if you will, at --
A. Not sure if I made a copy of it.
Q. -- at Exhibit No. 10.
A. Must not have. Yes, sir.
Q. Okay. It says that Patricia Miller, in consideration of $15,000, sells and releases unto David R. Meeks -- and then it goes on to say all that certain piece, parcel or lot of land.
Now, I'm paraphrasing this; okay? I'm not reading directly. It indicates that what is being transferred is designated as a lot containing 4.47 acres, more or less, on a plat of survey for David R. Meeks prepared by Souther Land Surveying dated June 30th, 2010 to be recorded in the Register of Deeds for Spartanburg County, South Carolina.

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Is that plat here in front of you as an exhibit today?
A. Yes, sir.
Q. Okay. Can you identify what exhibit it would be?
A. It is Exhibit 6.
Q. Okay. And is it your understanding that Exhibit No. 6, which is your plat prepared by your company, Souther Land Survey, dated June 30th, 2010 was the designated property transferred from Ms. Miller to Mr. Meeks in 2010?
A. Yes, sir.
Q. All right. When you went to the property and stood on Hampton Road, where is Mr. Meeks' fencing and goats on Exhibit No. 6?
A. I did not do a property survey at that time, so I could not say.
Q. If Mr. Meeks's fencing and goats are on -- well, let's start with fencing. If fencing is in between Exhibit 7 and 8, as shown on Exhibit No. 5, is it on property that was conveyed to Mr. Meeks pursuant to your June 2010 survey and plat?
A. Okay, so you're saying that there's a fence going down between 7 and 8?
Q. Yeah.
A. Then it would not be on the property line that I

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surveyed in 2010.
Q. Okay. And if Mr. Meeks's goats are on the property that you designated No. 8 on Exhibit No. 5, or is designated Frank Clyde Miller, Jr. on Exhibit No. 6, are those goats on property that was conveyed to Mr. Meeks pursuant to your June 2010 survey and plat?
A. No, they are not.
Q. Okay. If there is fencing and goats to the south of Exhibit No. 7 and Exhibit No. 8, and as shown on Exhibit No. 5 on the part of property that you have designated as belonging to Patricia Miller, is that fencing and goats on property that was conveyed to Mr. Meeks pursuant to your survey and plat of June of 2010, Exhibit No. 6?
A. No, it was not.
Q. Those goats and that fence is not on property that you surveyed and drew in 2010. Is that correct?
A. That's correct.
Q. Did Mr. Meeks ask you, looking back at Exhibit No. 5, to change the location of the west side boundary over to between Exhibits 7 and 8 as shown on Exhibit No. 5 in 2019?
A. No, he didn't ask me to change anything.
Q. And on Exhibit No. 5, you show Ms. Patricia Miller

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still owning what you've marked as No. 8. Is that correct?
A. That's correct.
Q. Which connect to Hampton Road. Is that --
A. Yes, sir.
Q. -- right?
A. Yes.
Q. And No. 7 is owned by Manzanares, LLC, which is -- do you understand is owned by Mr. Meeks?
A. Yes, I did.
Q. Will you agree with me that Mr. Meeks's goats are on 8 and 7 on Exhibit No. 5?
A. I don't know where the goats are. I know exhibit -- where it's Exhibit No. 7 and 8 are.
Q. I have a 7 on this. Did I mark this as 7? Four. All right, looking at Exhibit No. 4, you agree with, in general, the property shown as 16.06 as belonging to Patricia Miller?
A. I could not represent who it belongs to, other than what the county tax maps do say in the records they reference. But it's not -- I do represent that line between Exhibit No. 8 and the 4.47-acre tract as being approximately correct on the tax map.
Q. All right. Well, and I can show you a clean version of your 2019 exhibit drawing before you

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drew the lines. But doesn't the 2.12-acre tract, 016.06, roughly correspond --
A. Yes, sir, it does.
Q. -- to -- okay.
A. Yeah. Sorry.
Q. Let me finish my question.
A. Sorry.
Q. That's not a rectangle, and that's not an octagon, and that's not a square, but does that roughly correspond to what is shown in Exhibit No. 4?
A. That is correct, yes, sir.
Q. All right. Let me ask my question again.
A. Okay.
Q. On your June 21st, 2019 exhibit drawing, you show 2.12 acres at tax map 016.06 as belonging to Patricia Miller; correct?
A. That's correct.
Q. Okay. And I don't know if that's a dogleg or a turn or whatever, but that property connects to Hampton Road. Do you agree?
A. Yes, sir.
Q. Okay. And it's roughly the same shape as what is shown by the Spartanburg County public.net map on Exhibit No. 4.
A. Yes.

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Q. You agree?
A. Yes, sir, I agree.
Q. Do you have any information that that Spartanburg County website map is incorrect?
A. No, I do not.
Q. And in fact, do you have information, based on your own work, that shows that that Spartanburg County map is correct?
A. It seems to agree with the lines we marked on the ground, yes, sir.
Q. Have you read Ms. Miller's deposition?
A. No, sir.
Q. Do you have any idea what this lawsuit is about?
A. Well, yes, I think I have an idea, just based on what, I guess, Mr. Meeks and meetings with him in 2018, Mr. Compton, and of course, here today.
Q. Okay. All right, Mr. Compton actually came and met and spoke with you and asked you to do this exhibit; is that right?
A. That's correct.
Q. Okay. I asked you a question earlier. And let me ask it again, now that we've sort of walked through all of these things. Do you believe that your survey done in 2010, Exhibit No. 6, is incorrect in any way?

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A. I believe that the actual survey is correct. I do understand that there is a error in the adjoining information, the information on the adjoining tax map off of our property. It should have been put over into this lot, which would be the --
Q. Exhibit No. 7?
A. -- Tract 7 on Exhibit 5. It should have been over here (indicating). That is the only mistake. I think everything else is perfectly fine with it.
Q. All right. So the only thing is that Frank Clyde Miller, Jr., and the information underneath it on your 2010 survey should have been to the west one plat?
A. Yes, sir, that's correct.
Q. But you stand by where you put your property line here at Exhibit No. 6 A?
A. Yes, sir. That's where we were asked to put the line.
Q. By who?
A. By Mr. Meeks.
Q. I don't want to be much longer, but I'm out of a drink. Can we take a break?
(OFF THE RECORD)
EXAMINATION RESUMED BY MR. IMHOFF:
Q. Just for clarification, were you hired to do your survey work by David Meeks?

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A. Yes, sir.
Q. Okay. And did you ever submit your plat to Patricia Miller, that you're aware of?
A. No, sir, not that I'm aware of.
Q. Did you ever ask her what she thought the property line should be, that you're aware of?
A. No, sir. Had no contact with her.
Q. Do you have any idea how much it cost to do this survey in 2010?
A. I don't. Like I say, I can get that for you. I wouldn't want to speculate.
Q. How much work have you done for Mr. Meeks since 2010?
A. None.
Q. None?
A. None.
Q. Are you friends, neighbors, cousins, social acquaintances --
A. No, sir.
Q. -- anything with Mr. Meeks? No?
A. No, sir.
Q. Just a business relationship?
A. Yes, sir.
Q. Okay. I think that's all I have for you. My guess

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is Mr. Compton has some questions for you, so I'll reserve my right.
CROSS EXAMINATION BY MR. COMPTON:
Q. Just a few. I want to talk to you about the contract. It is the Exhibit No. 9. And we haven't talked a whole lot about this yet. I believe it was your testimony that you didn't see this until last year?
A. Yes, sir, I think 2018, or whenever Mr. Meeks came by. Whenever he --
Q. Came by your office and --
A. Yes, sir. Yes, sir.
Q. Okay. So you had not seen this at the time the fieldwork was done back in 2010?
A. That's correct.
Q. Okay. And was it your testimony that you didn't talk to Mr. Meeks yourself at all about the 2010 before it was drawn and the closing took place?
A. Not to my memory, I did not.
Q. Okay. So when you told Mr. Imhoff that he told you where to put the pins, he didn't tell you, specifically?
A. That's correct. He told John Pruitt, my --
Q. If he told John Pruitt.
A. Yes, that's correct.

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Q. All right. Well, let's look at the contract. Looking at the property description here -- well, let's just, for clarification, this is an agreement to sell and buy at the top of the page; right?
A. Yes.
Q. And it says, in consideration of -- and I'm reading here -- in consideration of the sum of $500 this date received from David R. Meeks, purchaser of the following described property.
Okay? Is that what you read there?
A. Yes, sir.
Q. Okay. The first phrase of that is, all that property that joins Frank C. Miller, Jr. Is that what that says?
A. Yes, sir.
Q. All right. Let's don't go any further in the contract just yet, and let's look at some of these plats. Looking at -- where are the numbered exhibits?
MR. IMHOFF:
He should have them all.
EXAMINATION RESUMED BY MR. COMPTON:
Q. Let's look at those. Looking at Exhibit 6 for your deposition, this is a survey that was prepared for this transaction back in 2010.

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A. Yes, sir.
Q. Correct? It was a closing that took place, the deed refers to this plat right here; does it not?
A. Yes, sir.
Q. Okay. Shown on here as Parcel No. 1-48-00-016.03 is Frank Clyde Miller, Jr. That's what that shows; does it not?
A. Yes, sir.
Q. All right. And I believe you testified that that is not correct, that that should be on the property directly to the east.
A. To the west, yes, sir.
Q. To the left, to the --
A. To the left, the west.
Q. To the west; you're right. To the west; it should be there. So if the property to be purchased and sold is the property of Frank Clyde Miller, all the property that adjoins Frank C. Miller, Jr., then where should the property lines be, the correct property lines, according to the contract?
A. According to the contract, it would be to what Mr. Miller owned at that date, which --
MR. IMHOFF:
Objection to form.
WITNESS CONTINUES:

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A. -- would have been this, to the left.
Q. Okay. So according to the contract -- I'm handing you a highlighter -- would you mark for me on Exhibit 6 where the contract that that property line should be?
A. (Witness complies)
Q. Okay. Are you --
A. I don't know where it would go from there.
Q. I --
A. The contract is --
Q. I understand.
A. -- does not verify the extent.
Q. I understand.
A. It's very vague.
Q. But do you understand that that's where Mr. Meeks put his fencing right after the closing took place?
A. I understand from what we've said here today --
Q. Whatever you --
A. I've not been out there and seen -- or surveyed the fencing. So I haven't physically done it.
Q. But you understand --
A. That is my understanding.
Q. -- that that's where the fence was?
A. Yes, sir. Yes, sir.
Q. And that it was put up almost immediately after the

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closing took place?
A. I do not know --
MR. IMHOFF:
Object to the form.
WITNESS CONTINUES:
A. -- when the fence was put up.
Q. If Mrs. Miller testified that the fence was there, and that that was the right place for the fence, would you agree with that, according to the contract?
MR. IMHOFF:
Object to the form.
WITNESS ANSWERS:
A. I -- I -- could you ask me that again? I'm sorry, I don't understand.
Q. Let me ask you another question.
A. Okay.
Q. Okay, the contract then goes on to say -- well, let me read this. The property described as to be sold, all that property that joins Frank C. Miller, Jr., Roy McGraw, and joins Hampton Road, and continues to the center of the creek at the lower end of the property.
Now, looking again at Exhibit No. 6. If the property to be sold joins Frank C. Miller, Jr. and

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Roy McGraw, would that property line that you have shown as a highlighted line extend all the way to the southern boundary line there?
A. Yes, sir, it would.
MR. IMHOFF:
Object to the form.
EXAMINATION RESUMED BY MR. COMPTON:
Q. Would you please draw –
MR. IMHOFF:
Don't you want to use that one? That red one will show up. I'm not sure that one will, on a copy. Gary, it's up to you, but I'm not sure that that yellow highlighter will show up on a copy. Will it?
MR. COMPTON:
I can --
COURT REPORTER:
If it's -- make a color copy, it will.
MR. COMPTON:
Yeah, a color copy makes pretty good, it does pretty good.
WITNESS ANSWERS:
A. (Witness complies)
Q. All right, sir. All right. So looking, once again, at No. 6, is it your understanding that the

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buy and sell agreement between the parties represented by Exhibit 9 of your deposition today includes all of the property shown on Exhibit 6 east of your highlighted line there?
MR. IMHOFF:
Object to the form.
WITNESS ANSWERS:
A. Yes, sir.
Q. All right. Looking at Exhibit 5, would you once again, Mr. Souther, with the highlighter, show the entire property line of what you understand your Exhibit No. 9, the contract, calls for to be sold?
MR. IMHOFF:
Object to the form.
WITNESS ANSWERS:
A. (Witness complies)
Q. Would you highlight the rest of the property?
A. Yes, sir.
Q. All of it.
A. (Witness complies)
Q. Okay. Let me ask you about the -- well, looking once again at No. 5, Lot No. 7 is shown as owned by Manzanares, LLC. Is that right?
A. Yes, sir.
Q. And this lot shows that as being Parcel 16.03.

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A. Yes, sir.
Q. All right. Now, if the contract calls for property that – all the property that joins Frank C. Miller, Jr. and McGraw, would it not include that what appears to be maybe a half acre under Lot No. 7, as shown on Exhibit 5?
MR. IMHOFF:
Object to the form.
WITNESS ANSWERS:
A. Can you read that last part again for me?
Q. Yeah. Let me just read you the description –
A. Okay. Thank you.
Q. -- again. It's all that property that joins Frank C. Miller, Jr. and McGraw, and Hampton Road. Okay. Does not the area to the south of Lot 7 shown on Exhibit 5, does not that property adjoin Frank C. Miller, Jr. and McGraw?
MR. IMHOFF:
Object to the form.
WITNESS ANSWERS:
A. It does.
Q. It does? Okay.
A. Yes, sir.
Q. In your professional opinion, does this contract include that portion of the property to the south

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of Lot 7?
MR. IMHOFF:
Object to the form.
EXAMINATION RESUMED BY MR. COMPTON:
Q. If you were drawing this today, based upon the description in No. 9, where would you draw the boundary line?
A. I would really feel like the legal description's a bit ambiguous to draw it. I really would. I can see it both ways. But I could definitely see how it includes the – how you could say it includes the part to the south.
On my first reading, I did not think it does. I can see how you -- how you would think that.
Q. It does adjoin Frank Miller, Jr.; does it not?
A. It does adjoin Frank Miller, Jr.
Q. And McGraw?
A. Yes.
Q. Okay. You testified that when your crew went out there, a line had been cut. And basically, a --
A. Visual. Sight line.
Q. -- a sight line. And when you say it had been cut, you meant that somebody with maybe a bull- – bush hog or something had gone and done a line.
A. Yes.

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Q. You assumed that it was Mr. Smith who drew the plat for Lot No. 8 shown on Exhibit 5 here?
A. Yes, I assumed it was either Mr. Smith or Mr. Meeks.
Q. Okay. Was there -- okay. Are you sure that that line wasn't already -- was cut there between 7 and 8?
A. If there was a line cut up the hill between 7 and 8, if that's what you're asking, I do not know if there was or not.
Q. Okay. Lot No. 8 is fake; is that right? We keep calling it Lot No. 8. There is a plat. Let me get -- just a minute, let me get that. Okay, yes. Looking at your Exhibit No. 8. That is roughly an acre that was drawn by Mr. Smith, which is shown on Exhibit No. 5 as with an 8 in it; correct?
A. That's correct.
Q. All right. Do you have any idea why that was drawn but not deeded to Mr. Miller?
A. I do not.
Q. Okay. But it was not deeded to Frank Miller, Jr., was it?
A. I have never been able to find a deed where it was deeded.
Q. Okay. Lot No. 7, was, though?

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A. Yes, sir.
Q. Okay. And that is represented by Exhibit 7?
A. Yes, sir.
Q. That's lots there. We're calling it Lot 7, but it's actually, it's actually shown as Exhibit 7. Okay. And so in 2010, when this transaction took place, 7 is where Frank Miller, Jr. lived.
MR. IMHOFF:
Object to the form.
EXAMINATION RESUMED BY MR. COMPTON:
Q. I'm asking you. Do you --
A. I do not know. I just don't know.
Q. Okay.
A. I believe he owned it, but I don't know --
Q. When is the first time you ever went out and actually looked at this?
A. It was not until Mr. Meeks came in 2018.
Q. In 2018.
A. Although I was -- had driven by and somewhat familiar with the property.
Q. Okay.
A. Just as a routine --
Q. So when you went out there, did you see the chain link fence, when you went out there the first time, or any time?

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A. Yes. I remember seeing a fence. It had been ten -- eight years since I'd done the survey, so I couldn't tell you which property line or if it was on the line we had marked or up the hill.
Q. Okay. Let me also ask you about Exhibit 3 here. The red lines shown on Exhibit 3, who drew those?
A. Those are the Spartanburg County Tax Map drawings at the time we went out to do the survey.
Q. Okay. Looking at this little red square right here, that is not Exhibit 8; is it? That's not the drawing for Exhibit 8.
A. I believe that maybe it is, but it's put in there so wrong, Mr. Compton. It seems to match the angles, but I believe maybe they backed it up onto the right of way, and didn't put it in the center of the road. It obviously comes back further --
Q. Uh-huh.
A. -- than these do, which, you know, it probably shouldn't, if we looked at the two plats. Because they're both the same distance back from the road.
Q. Right.
A. But it looks to me to be a representation that maybe Spartanburg County GIS worked this plat, what we call worked it, put it in their system --
Q. Put it in their system.

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A. -- and then didn't know, for some reason, didn't know what to do with it.
Q. But it doesn't appear to be in the correct location. It's not --
A. No, sir, it does not appear to be --
Q. -- it's not --
A. -- in the correct location.
Q. -- it's not close enough to -- this is, the 4.47 acres that's shown in No. 6 is considerably wider there; isn't it?
A. Yes, sir.
Q. Okay. So this is a topographical survey, too, a aerial survey?
A. Yes.
Q. This little --
A. It's the county aerial survey with the county topography overlaid on it.
Q. I see. All right. So if those red lines are a mistake, that's the County's error. And in fact, looking at that property now, it looks like it encroaches on what used to be Mr. Miller's house; does it not?
MR. IMHOFF:
Object to form.
WITNESS ANSWERS:

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A. Yes, it does. Yes.
Q. Okay. The black lines shown around the edge there, you say, who's lines are those?
A. Those were drawn in by pen. Like I said, I would have to speculate on who drew those there, if it was me or my crew guys or --
Q. You don't remember --
A. -- some other time --
Q. -- doing it yourself?
A. I don't remember doing it, like I say. The other writing on that sheet is my handwriting.
Q. Uh-huh.
A. So it's possible it was me trying to figure out what was going on here, or at any stage of trying to figure out what -- how this should be mapped there.
Q. Well, I certainly agree, it's confusing. All right, are you satisfied that Exhibit No. 5, which is the exhibit drawing that I asked you to draw, that that is an accurate -- I think you said it's not exactly a survey; is it?
A. Right. I would call it --
Q. It's a drawing?
A. It's an exhibit, is the word we --
Q. Okay.

A. -- I've been using, yeah.
Q. All right. And you've already pointed out the extent to which Exhibit 6 was incorrect with regard to Parcel 16.03.

MR. IMHOFF:
Object to the form.

EXAMINATION RESUMED BY MR. COMPTON:
Q. Anything else incorrect about this survey here, Exhibit No. 5?
A. Not to my knowledge.
Q. Okay. I'm not sure that I have anything else to ask. Let me see. Ben, how many times have you been out to the property, did you say?
A. Once.
Q. Just once.
A. With the intention of looking, yes.
Q. Okay. And there were goats in there then, I suppose? Quite a few?
A. I don't recall if I saw goats. I could tell there had been goats in there, because the property was cleaned, you know, only like a goat can do it.
Q. You did not really examine the condition of the property when you were out there?
A. In 2018, no, sir, I did not.
Q. Okay. I believe that that's all I have.

RE-DIRECT EXAMINATION BY MR. IMHOFF:
Q. Can I have the exhibits back? I've got questions now for you, of course. You're not a lawyer; correct?
A. That's correct.
Q. Do you have any experience or education in reading contracts and interpreting them?
A. No, sir.
Q. Were you involved in the negotiations for the sale of property between Patricia Miller and David Meeks?
A. No, sir.
Q. Do you know what property they intended to transfer between each other?
A. I do not.
Q. Okay. You're simply reading a contract ten years later, and have been asked to give your opinion what that contract means without being involved in the negotiations or party to that contract. Is that fair?
A. Yes, sir.
Q. Do you feel qualified to do that?
A. No, sir.
Q. Okay. You were asked about Exhibit No. 6, and you were asked specifically that you agreed that

Exhibit No. 6 is incorrect. Do you believe Exhibit No. 6, your -- pardon me.
You were asked, Exhibit No. 5 was incorrect. And you answered yes.
A. I think -- I'm sorry, I thought he asked me if Exhibit No. 5 was correct.
Q. Let me ask you this...

(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 11: ATTACHED TO DEPOSITION)

EXAMINATION RESUMED BY MR. IMHOFF:
Q. I'm going to mark this as Exhibit No. 11; okay? It is your 2019 exhibit drawing without any markings on it. Okay? Is Exhibit No. 11 incorrect in any way, that you're aware of?
A. Not to my knowledge.
Q. Mr. Compton asked you about Exhibit No. 5, and had you draw a yellow highlighter after reading the contract. You agree with that?
A. Yes, sir.
Q. You agree with me that you're not an expert in contract interpretation, and you don't know what these folks meant. Is that fair?
A. Yes, sir.
Q. All right. If, in fact, Mr. Meeks intended for the

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property line to be where you have highlighted in yellow between 7 and 8 on Exhibit No. 5, why didn't you put your survey there?
A. As I said, first of all, we did not have access to the contract at the time we did the survey. And we put the line further to the east because that was the understanding of my crew leader, after he spoke with Mr. Meeks.
Q. Okay. Is it fair to say that you put the line in your survey here on Exhibit No. 5, the red line with arrows marked Exhibit A, because you were told to put it there by Mr. Meeks?
MR. COMPTON:
Object to the form. Asked and answered, too.
WITNESS ANSWERS:
A. Yes, that is correct.
Q. Well, let me ask it more directly. Why did you put the line here at Notation A on Exhibit No. 5?
A. We believe that's where the party wanted the line placed.
Q. "The party" being who?
A. Mr. Meeks.
Q. Your client?
A. Yes.
Q. And you put stakes and flags out on that line at A

on No. 5?
A. Yes, sir.
Q. And did you leave them there when you were done?
A. Yes, sir.
Q. Mr. Compton has suggested that immediately after your survey and the transfer of this property, Mr. Meeks put a fence here at your yellow highlight. Do you know if your stakes and flags were still at the survey line you did at Notation A on Exhibit No. 5?
A. I can only speak to them being there when we left the site doing the survey, on or about the 21st of June.
Q. Do you have any theory or knowledge of why, if you put a stake and flag line here at A on Exhibit No. 5, Mr. Meeks would immediately go over and put a fence over here at the yellow highlighter line between 7 and 8 on Exhibit No. 5?
A. I do not.
Q. If, in fact, on Exhibit No. 5, the property to be transferred is the yellow line instead of the red line notated as A, would that be additional acreage in addition to 4.47?
A. Yes, sir, it would.
Q. Okay. Would you have notated the additional

acreage if you'd done the survey, including this area in 8 and south of it on Exhibit No. 5?
A. I'm sorry, I don't understand that question.
Q. Would you have included on your survey the amount, the total amount of acreage of the greater tract that Mr. Compton was arguing was sold?
A. Yes, the acreage would be different, yes, sir.
Q. Would it be at least an acre more?
A. At very -- yeah, an acre, at least an acre more.
Q. At least an acre more?
A. It would be more than an acre.
Q. Okay. And if that's not notated on your survey that is presented to the seller, do you know how Ms. Miller could know how much acreage she was selling?
MR. COMPTON:
Object to the form.
WITNESS ANSWERS:
A. She could not.
Q. You have any idea why you weren't given the contract in 2010?
A. No, sir.
Q. Have you ever asked Mr. Meeks why you weren't given the contract?
A. No, sir.

Q. Both of the lines that you've drawn on Exhibit No. 5, both notated as A and in yellow highlighter, go directly back to Mr. McGraw's property; is that correct?
A. That's correct.
Q. And none of them lines -- neither of the two lines you've drawn take a right-hand turn to include other property; do they?
A. No, they do not.
Q. Okay. And why did you draw a straight line directly back to Mr. McGraw on your 2010 survey?
A. It was our belief that that's what Mr. Meeks wanted us to do.
Q. When you say "it was our belief," where did you get that information?
A. From discussing in meeting with my crew chief.
Q. Okay. Where did your crew chief get that information?
A. From speaking with Mr. Meeks the morning of the survey.
Q. All right. So is it fair to say that Mr. Meeks was the person that gave you directions to draw the line straight from Hampton Road back to Mr. McGraw's property instead of taking a turn to include property to the west?

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A. Yes, sir.
Q. Exhibit No. 8, wherever that went. This is the opposite of 7, the more square one. Is Exhibit No. 8 filed?
A. Yes, sir.
Q. Okay. At Plat Book 161, page 664?
A. Yes, sir.
Q. All right. And was that a survey done for Frank Clyde, Jr.?
A. It was. Miller, Jr. Frank Clyde Miller, Jr.
Q. Okay. And if someone was to go and look at this property, and if they knew what they were doing, could they find this plat and survey for Frank Clyde Miller, Jr.?
A. Yes, sir. It is recorded in Spartanburg County Courthouse.
Q. It's a public document?
A. Yes, sir.
Q. And it's a survey for Frank Clyde, Jr.?
A. It is.
Q. Okay. And it is right here on Exhibit No. 5, where you have 8; correct?
A. Yes, sir.
Q. All right. And right next to the line you've designated as A; correct?

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A. That's correct.
Q. I don't have any other questions.
RE-CROSS EXAMINATION BY MR. COMPTON:
Q. Just a few more. The property shown on No 8, though, Ben, never was deeded to Frank, Jr.; was it?
A. Not to my knowledge, no, sir.
Q. Okay. So it remained the property of Ms. Patricia Miller?
A. That's correct.
Q. I believe at that time, Mr. Frank Miller, Sr., was still alive. Okay. But the fact that -- well, let me ask you this: Your crew chief, again, his name is John Pruitt?
A. That's correct.
Q. Okay. And you say he spoke to Mr. Meeks?
A. That's correct.
Q. Met him at the site?
A. Yes.
Q. Okay. And if the contract says that the property line needed to adjoin Frank Miller, Jr.'s property line, and your survey shows that as Frank Miller, Jr.'s property, when he got back to the office and did the plat, and he's not out in the field, is it possible -- I know that anything's possible, now --

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that he put his pins there because that's where Frank Clyde Miller, Jr.'s property is? But when he got back and looked at this claim here, and looked at what's Exhibit No. 8 there, he thought that the property joining Frank Clyde Miller was that lot right there? That's why he marked it there and put the line there?
MR. IMHOFF:
Object to the form.
WITNESS ANSWERS:
A. Okay, so the question is is it possible that he thought Frank Clyde Miller owned down to Line A?
Q. Correct.
A. I suppose that is possible.
Q. It's pretty likely, isn't it, given where he drew the line, drew the property line on Exhibit 6?
A. I don't know if it's likely. He put that line there because he felt like that's where Mr. Meeks wanted it. The drafting, so the person that put that right there in the wrong spot, that's on me. That was something I do, that part of the survey.
Q. Oh, really?
A. So the drawing part was done by me.
Q. So you, then?
A. Yes.

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Q. So you actually drew this up?
A. Yes. He connects the base up, meaning he does what we call boundary line. He'll connect that up and then bring it in to me. And I get the folder and the CAD drawing, and then I start working in the sides, going through the deeds and the plats making sure they fit properly. And then putting the adjoining information bearings and distances on there, and that's --
Q. And so you --
A. And that's why I probably was the one drawing on this as well.
Q. -- you were looking at this?
A. Yes.
Q. Which is -- what exhibit number, Jason? I'm sorry. You were looking at No. 3 when you did No. 6?
A. I'm sure I was.
Q. With all due respect to the County, No. 3 is not even close to right; is it?
A. That's correct.
Q. Okay. That's all.
FURTHER EXAMINATION BY MR. IMHOFF:
Q. I have one more question. You were just asked when you were preparing, I think it's Exhibit No. 6, your 2010 survey, if you were looking at Exhibit

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No. 3.
A. Yes, sir.
Q. Is that right? Okay.
A. Yes, sir.
Q. All right. But earlier, we talked about that you probably looked on Exhibit No. 3 before Mr. Pruitt went out to the property. And let me finish. And doesn't that make sense, because Mr. Pruitt has 4.47 acres on the survey, and you only have three, plus or minus?
A. Are you asking me if you think I marked on this before they went out to do the survey?
Q. Well, what I'm asking you is you wouldn't have written "three plus or minus acres" on Exhibit No. 3 contemporaneously with working on Exhibit No. 6, because you knew the acreage on Exhibit No. 6, and you wouldn't have written a completely different acreage on Exhibit No. 3; would you?
A. Yes, sir, that's probably correct.
Q. Okay. So can you agree, then, that Exhibit No. 3 was probably done before you had the information and the work done to make Exhibit No. 6?
A. It was definitely printed out before we did that, yes, sir.
Q. And written "three plus or minus acres" was done

before you had gone out?
A. I can't say –
Q. Or Pruitt had gone out?
A. I can't say. I follow your logic, but I just don't have that memory, so I can't say when I wrote that on there.
Q. Okay.
A. I don't want to say if I don't know, you know. But yes, I understand.
(THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION WAS CONCLUDED AT APPROXIMATELY 6:25 P.M.)

GEORGE BENJAMIN SOUTHER

CERTIFICATE

This is to certify that the foregoing deposition of G. BENJAMIN "BEN" SOUTHER was taken by the within court reporter, a notary public for the state of South Carolina, duly commissioned and qualified as such, on the 10th day of March, 2020.

That the said court reporter is not a relative or employee of any of the parties or the attorneys, and further is not of counsel or attorney for any of the parties to said action, and is not in any manner interested in the cause.

That the deponent was duly placed under oath and admonished to speak the whole truth. That the oral deposition was duly taken and transcribed as to the questions propounded and the answers given, that the foregoing 97 pages are a true, accurate and correct record of the testimony given by the deponent; together with such changes as said deponent may have made, if any, during the reading over and signing procedure.

That all offered exhibits, stipulations and objections, if any, involved in this cause are duly included herein, or retained by the parties.

In witness whereof, I set my hand and official seal.
Date: 3/17/2020

JOANNE S. QUEBE, C.R.
Notary Public for South Carolina
My commission expires: 12/7/2021

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STATE OF SOUTH CAROLINA

'SSUED BY THE **COMMON PLEAS** COURT IN THE COUNTY OF **SPARTANBURG**

PATRICIA MILLER

Plaintiff

vs.

DAVID MEEKS

Defendant

SUBPOENA IN A CIVIL CASE

Case Number: 2018-CP-42-03639

TO: **30(b)(6) Representative of Souther Land Surveying**
10253 Asheville Hwy.
Inman, SC 29349

[ ] YOU ARE COMMANDED to appear in the above named court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM / DATE AND TIME:

[X] YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
The Ward Law Firm **233 S. Pine Street** **Spartanburg, SC 29302**	**Tuesday, March 10, 2020** **beginning at 4:00 p.m.**

[ ] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects):

A complete copy of your file regarding any surveys done on property owned by Patricia S. Miller in the last ten (10) years, including but not limited to correspondence, emails, texts, phone records, any communication with David Meeks or his attorney in the last ten (10) years, billing records or any other document related to surveys done on property owned by Patricia S. Miller, including the surveys done on June 20, 2010 and June 21, 2019.

Please mail to:	No later than:

[ ] YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS SUIT IS HEREBY DIRECTED PURSUANT TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, AND SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED SHALL TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION.

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Jason M. Imhoff, Esquire, THE WARD LAW FIRM, P.A., P. O. BOX 5663, SPARTANBURG, SC 29304 (864-582-3075)

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1) AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) (See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on Reverse)

Attorney for Plaintiff

Gary Compton, III, Esquire

DATE: March 3, 2020

SCCA FORM 254 (7/93)

EXHIBIT
1
3/10/20
B. Souther

PENGAD 800-631-6989

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PROOF OF SERVICE

SERVED DATE 3/4/20 FEES AND MILEAGE TENDERED TO WITNESS

PLACE 10253 Asheville Hwy [ ] Yes [ ] No AMOUNT

SERVED ON (PRINT NAME) Ben Souther MANNER OF SERVICE Handed

SERVED BY (PRINT NAME) BRAD Roper TITLE Process Server

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct

Executed on 3/4/20 at 1044
(Date) 10253 Asheville Hwy Inman SIGNATURE OF SERVER

ADDRESS OF SERVER
233 S. Pine St

Rule 45, South Carolina Rules of Civil Procedure, Parts (c) and (d):

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subject shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party or an officer, director or managing agent of a party to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from the county where the subpoena was served to the place within the state where the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information; or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer, director or managing agent of a party to incur substantial expense to travel from the county where that person resides, is employed or regularly transactions business in person,

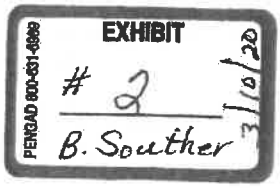
the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of a nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

ELECTRONICALLY FILED - 2021 Apr 22 1:20 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639



Souther Land Surveying
10253 Asheville Hwy
Inman, SC 29349
(864) 473-1240
(864) 473-1241 (fax)

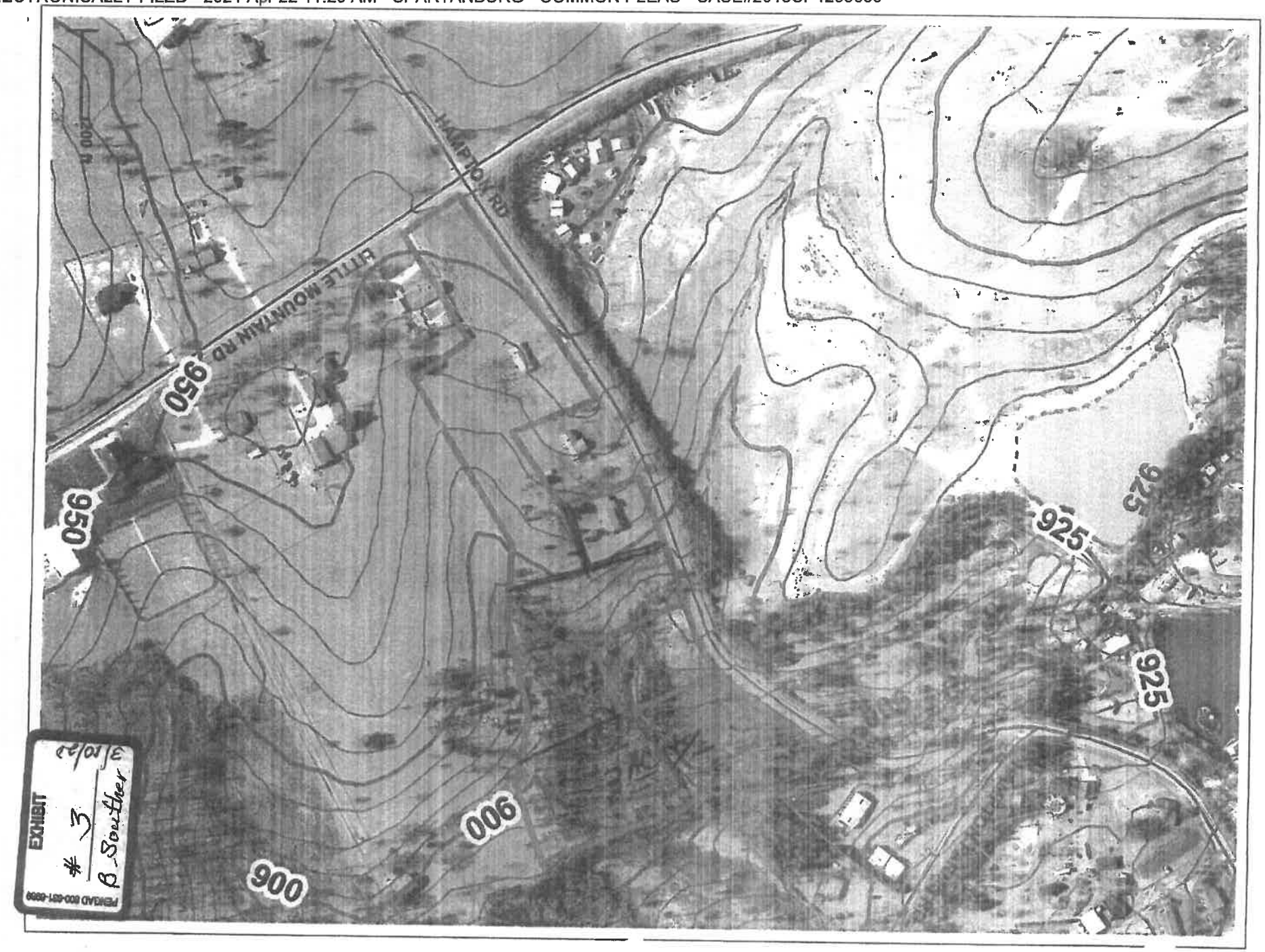
Client: David Meeks
Phone: 316-9572

Location: 2130 Hampton Rd. - Wellford

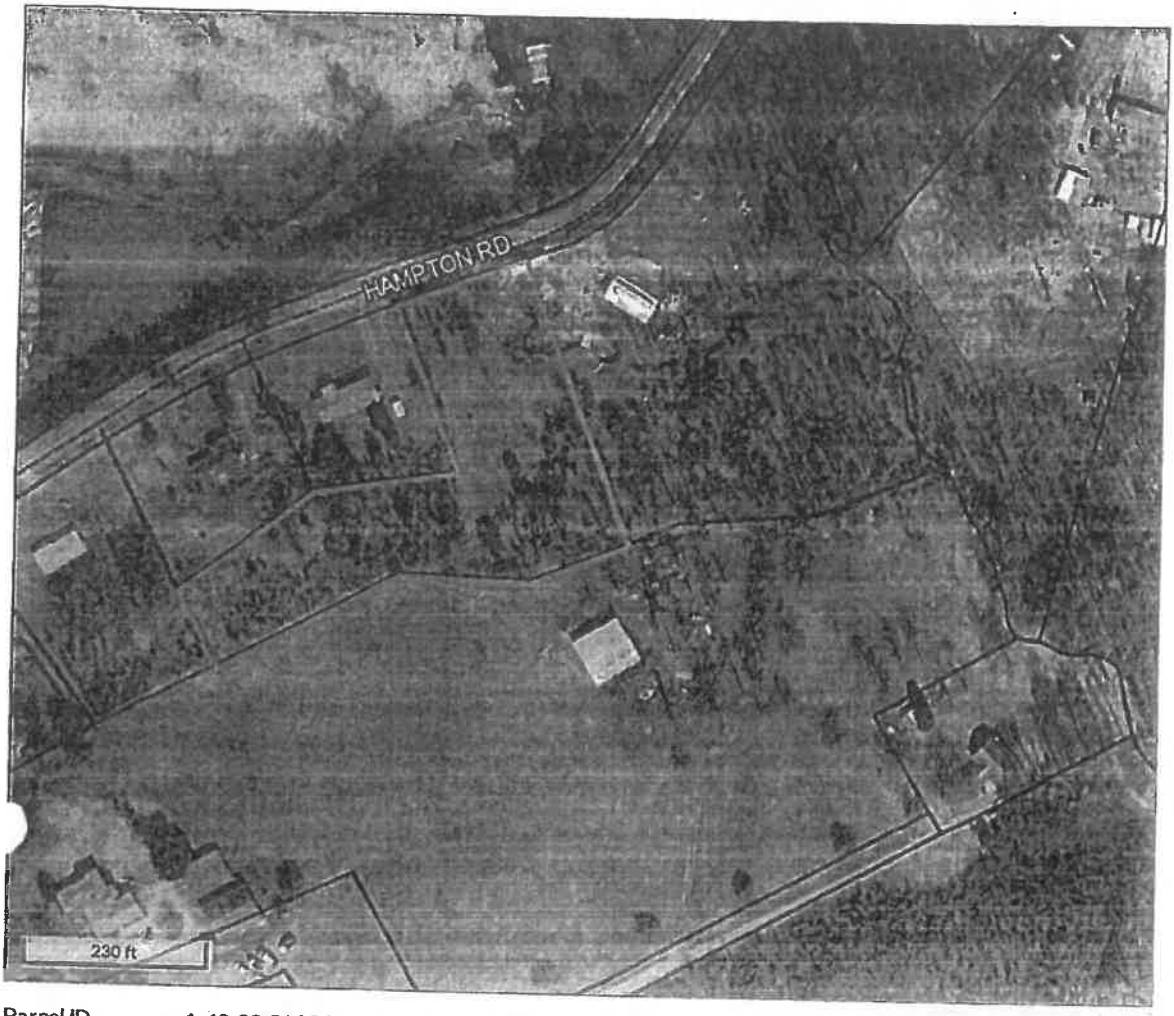
Job #: 2825
Date: 5/26/10
Tax Map: 1-48-00-016.00
GIS #: 6156-71-4827

161/70

PARCEL #	NAME:		DEED REFERNCE:		PLAT REFERENCE:
016.00	Patricia S. Miller 9.68 ac.	✓	85M/903	✓	44/363
016.03	Frank Clyde Miller, Jr. 1.00 ac.	✓	89E/944	✓	161/664
017.01	Michael Anthony Fowler 1.10 ac.		68X/180	✓	126/401
017.02	Amos Ray 1.62 ac.		70N/593	✓	126/401
017.03	Joe & Judy Bradley 5.02 ac.		69E/21	✓	126/401
015.00	David R. & Ardath C. McGraw 28.97 ac.		25P/266	✓ ✓	107/458 88/542
			62R/270		
			58N/310		
					128/850


HAMPTON RD
LITTLE MOUNTAIN RD
950
950
950
925
925
925
900
900
EXHIBIT
3
B. Souther
FEREAD 800-631-6989

qPublic.net™ Spartanburg County, SC



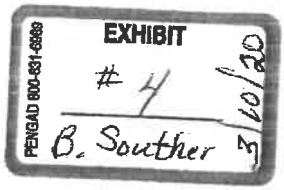


Legend
- Parcels
- Parcel Line in ROW
- Roads
- County Line

Parcel ID	1-48-00-016.06	Alternate ID	185138	Owner Address	MILLER PATRICIA S
Sec/Twp/Rng	n/a	Class	Qualified Owner Occupied Residential Vacant		2130 HAMPTON RD
Property Address	HAMPTON RD 2150 WELLFORD	Acreage	2.7		WELLFORD, SC 29385
District	n/a				
Brief Tax Description	S SIDE HAMPTON RD & E OF LITTLE MOUNTAIN RD PB 174-196 (Note: Not to be used on legal documents)				

Date created: 11/5/2018
Last Data Uploaded: 11/2/2018 10:42:12 PM

Developed by Schneider GEOSPATIAL

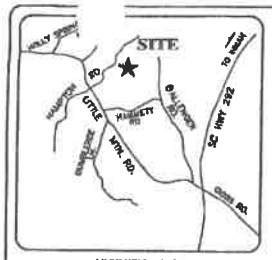


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ELECTRONICALLY FILED - 2021 Apr-22 11:20 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

P203

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240



VICINITY MAP

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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 S Survey as specified therein; also there are no visible encroachments or projections other than shown.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

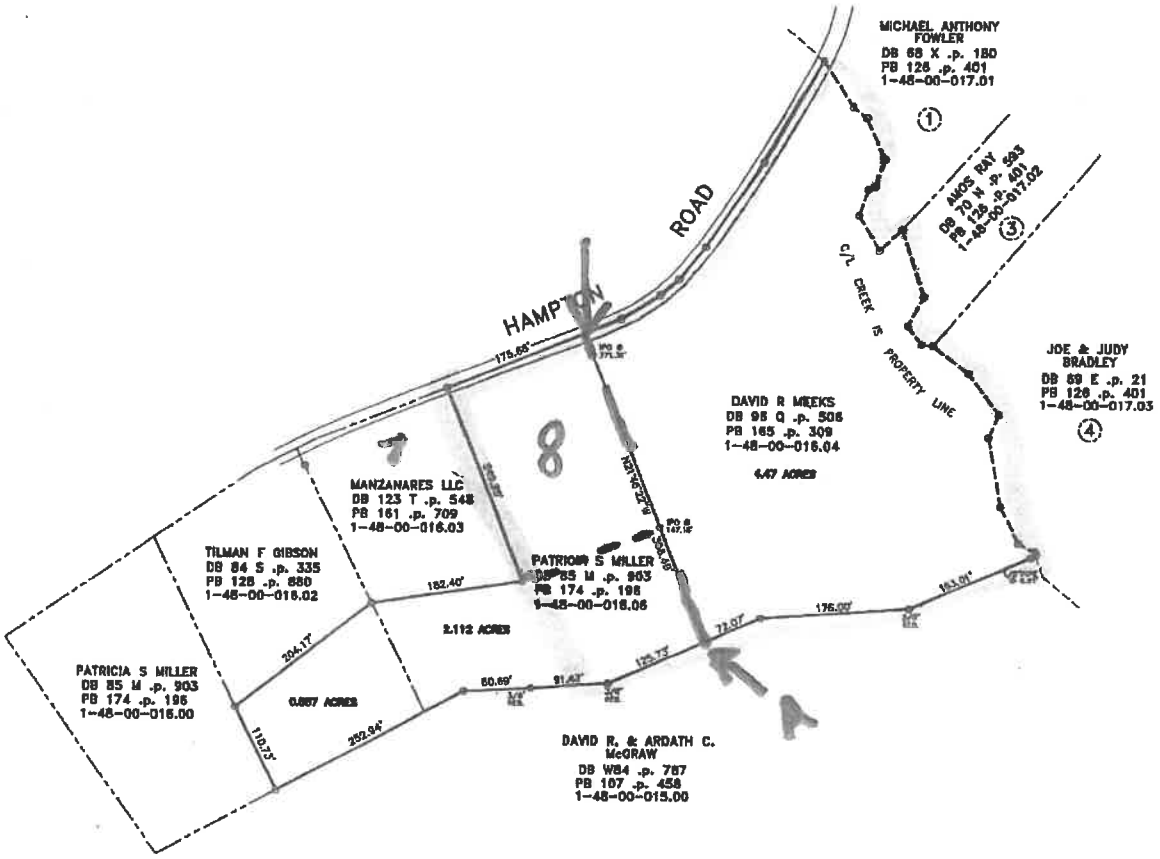
CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD AND NOT OF RECORD.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.



LEGEND
● 1/2" REBAR FOUND (IPO)
○ 1/2" REBAR SET (IPS)
● MAG NAIL FOUND IN ROAD
○ MAG NAIL SET IN ROAD
POWER POLE
LIGHT POLE
SANITARY SEWER MANHOLE
FIRE HYDRANT
CONCRETE
-o-o- FENCE
— P — OVERHEAD POWER

NOTES:
ALL PINS ARE 1/2" REBAR OR EQUAL UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1" EQUALS 100 FEET

EXHIBIT
5
B. Souther 3/10/20

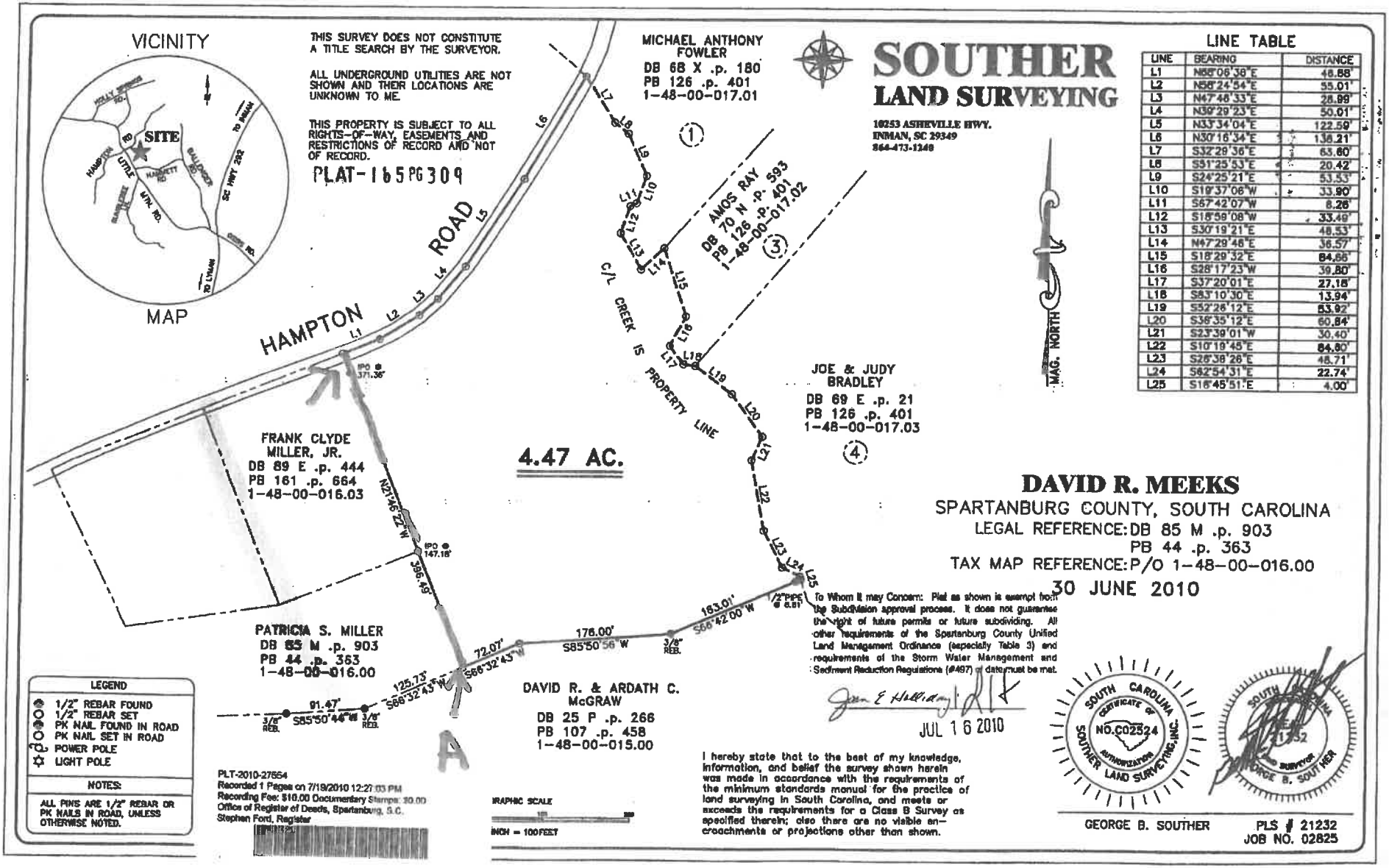
PENCAD 800-631-6989

EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

SOUTH CAROLINA REGISTERED LAND SURVEYOR NO. 22234 SOUTHER LAND SURVEYING

SOUTH CAROLINA PROFESSIONAL ENGINEER SEAL 21232 GEORGE E. SOUTHER

GEORGE E. SOUTHER PLS # 21232
JOB NO. 020223-MC



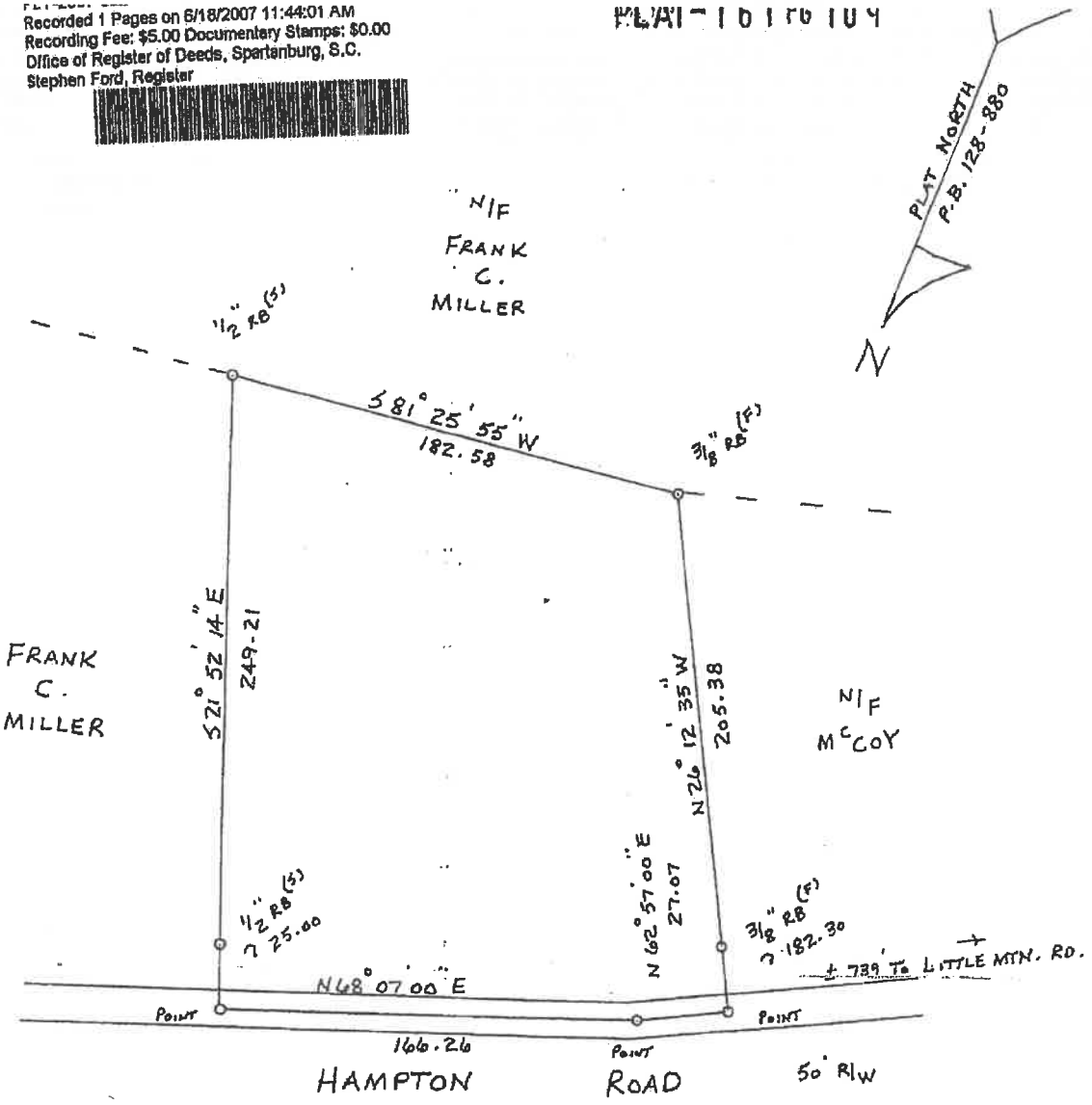
P204

ELECTRONICALLY FILED - 2021 Apr 22 11:20 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

EXHIBIT # 9 B. Souther

Recorded 1 Pages on 6/18/2007 11:44:01 AM
Recording Fee: $5.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

PLAT BOOK 164 PAGE 104



TOTAL AREA= 0.97 ACRES

To Whom it may Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sedi... must be met.

Jean E. Holliday JUN 18 2007

EXHIBIT
7
B. Souther 5/10/20
PENGAD 800-631-6989

SURVEY FOR: FRANK CLYDE MILLER, JR.
BEING A PORTION OF THE PROPERTY DESCRIBED IN D.B. 85M, PAGE 903.

0 60 120
GRAPHIC SCALE: 1" = 60'

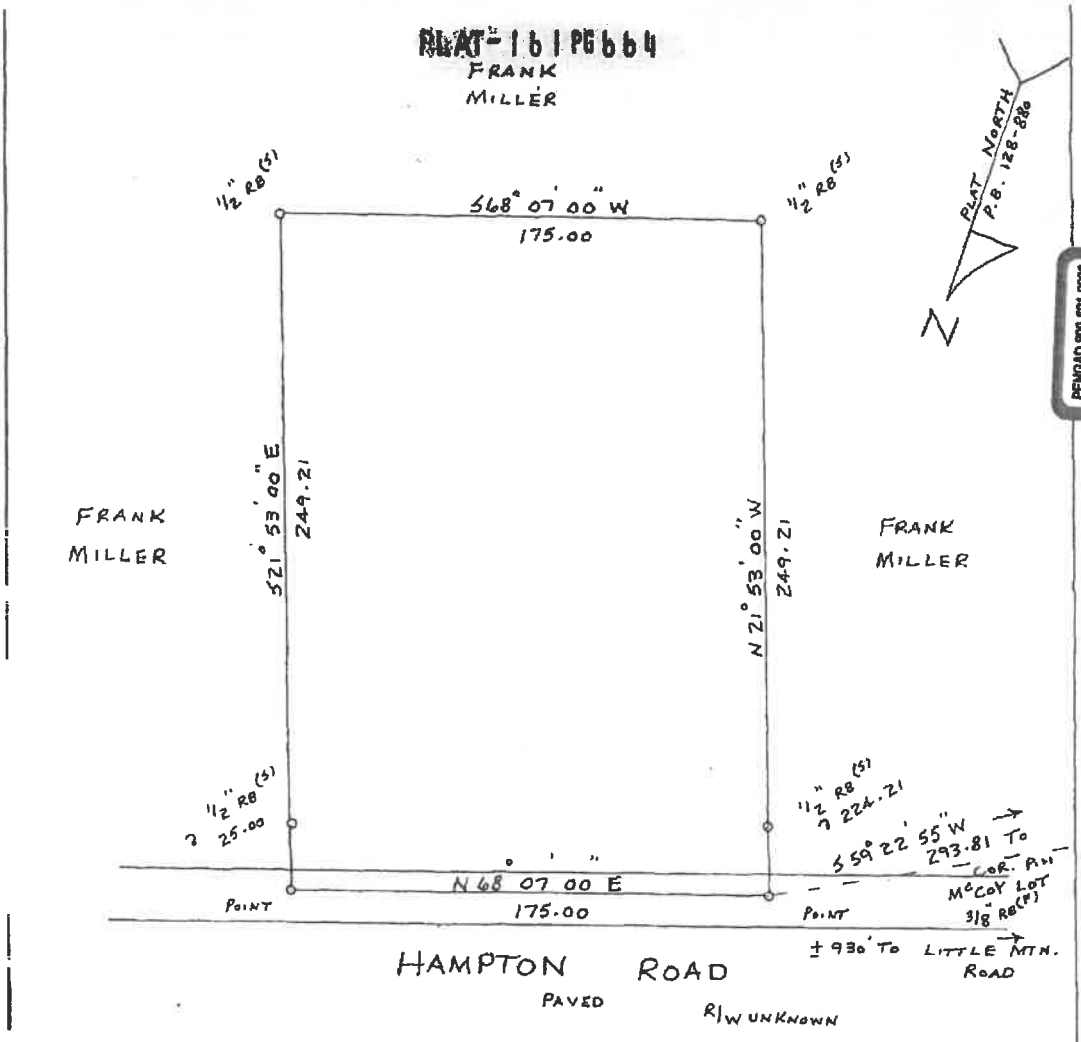
THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS AND EASEMENTS OF RECORD AND NOT OF RECORD.

LOCATION: NEAR INMAN	DATE: 6-15-2007	"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." ALSO THIS PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD PLAIN
BLOCK MAP: 1-48-00 PARCEL: 16.0	FIELD BY: C.T.	
COUNTY: SPTBG STATE: SOUTH CAROLINA	DRAWN BY: R.S.	
SURVEYED BY: RALPH SMITH P.L.S. 2860 BLACKSTOCK ROAD	DRAWING NAME	

SEAL
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR NO. 17760 RALPH E. SMITH

ELECTRONICALLY FILED - 2021 Apr 22 11:20 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

PLAT-161 PG664



TOTAL AREA= 1.00 ACRES

To Whom it may Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sediment Reduction Regulations (#497) of date must be met.

Joan E. Holliday JW

PLT-2007-30711
Recorded 1 Pages on 6/8/2007 11:32:28 AM
Recording Fee: $5.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S C.
Stephen Ford, Register

SURVEY FOR: FRANK CLYDE MILLER, JR.
BEING A PORTION OF THE PROPERTY DESCRIBED IN D.B. 85M, 903.

0 50 100 JUN 08 2007
GRAPHIC SCALE: 1" = 100'

THIS PROPERTY IS SUBJECT TO ALL RIGHT-OF-WAYS AND EASEMENTS OF RECORD AND NOT OF RECORD.

LOCATION: NEAR HOLLY SPGS.
DATE: 5-17-2007
BLOCK MAP: 1-48-00 PARCEL: 16.0
FIELD BY: C.T.
COUNTY: SPTBG STATE: SOUTH CAROLINA
DRAWN BY: R.S.
SURVEYED BY: RALPH SMITH P.L.S.
2980 BLACKSTOCK ROAD
ENOREE, SOUTH CAROLINA 29335
DRAWING NAME

"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." ALSO THIS PROPERTY IS N OT WITHIN THE 100 YEAR FLOOD PLAIN AS DEFINED BY THE FLOOD INSURANCE RATE MAP OF 1 AUGUST 1984.

SEAL
SOUTH CAROLINA
NO. 17780
RALPH E. SMITH

Ralph E. Smith

ELECTRONICALLY FILED - 2021 Apr 2 11:20 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

AGREEMENT TO SELL AND BUY

In consideration of the sum of $500. Five Hundred Dollars ($ 500.) this day received from David R. Meeks Purchaser of the following described property: all that property that joins Frank C. Miller Jr., Roy mc Shaw, joins Hampton Rd, continues to center of road at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. Meeks heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500, PROVIDED said balance due is paid to Seller on or before June 25th, 2018.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 2nd day of May, 2018.

Signed, sealed and delivered in the presence of:

Mrs. F. C. Miller Jr. — Seller

David R Meeks — Purchaser

Seller

Purchaser

PENGAD 800-631-6989

EXHIBIT # 9 B Southern 3/10/21

ELECTRONICALLY FILED - 2021 Apr 22 11:20 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

DEED96-Q PG506

DEE-2010-27553
Recorded 2 Pages on 7/19/2010 12:26:47 PM
Recording Fee: $10.00 Documentary Stamps: $55.50
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

EXHIBIT
10
B. Souther 3/10/20
PEN3AD 800-488-

Grantee's Address: 2325 Hampton Rd.
Wellford SC 29385

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that, **I, PATRICIA S. MILLER,** in the State and County aforesaid, in consideration of **FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS,** the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto: **DAVID R. MEEKS,** his heirs and assigns forever:

All that certain piece, parcel or lot of land, with improvements thereon, if any, lying, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as a lot containing 4.47 acres, more or less, on a plat of survey for David R. Meeks prepared by Souther Land Surveying, dated June 30, 2010 to be recorded in the Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat for a more detailed metes and bounds description.

This is a portion of the same property conveyed to Grantor herein by deed of Frank Clyde Miller, recorded April 10, 2006 in Deed Book 85-M at page 903, Register of Deeds for Spartanburg County, South Carolina, reference to which deed and the aforesaid plat is hereby specifically made for a more detailed description of the property conveyed hereby.

BLOCK MAP NO.: p/o 1-48-00-016.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

A2

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WITNESS the grantor's(s') hand(s) and seal(s) this 15 day of July, 2010.

SIGNED, sealed and delivered
in the presence of:

Katie M. Booth

Patricia S. Miller (SEAL)
PATRICIA S. MILLER

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Grantor(s) herein, **PATRICIA S. MILLER,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

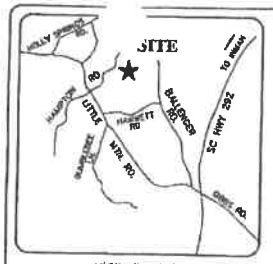
SWORN to and subscribed before me
this 15 day of July, 2010.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 12/15/15

ELECTRONICALLY FILED - 2021 Apr 22 11:20 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

P210

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240



VICINITY MAP

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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 S Survey as specified therein; also there are no visible encroachments or projections other than shown.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

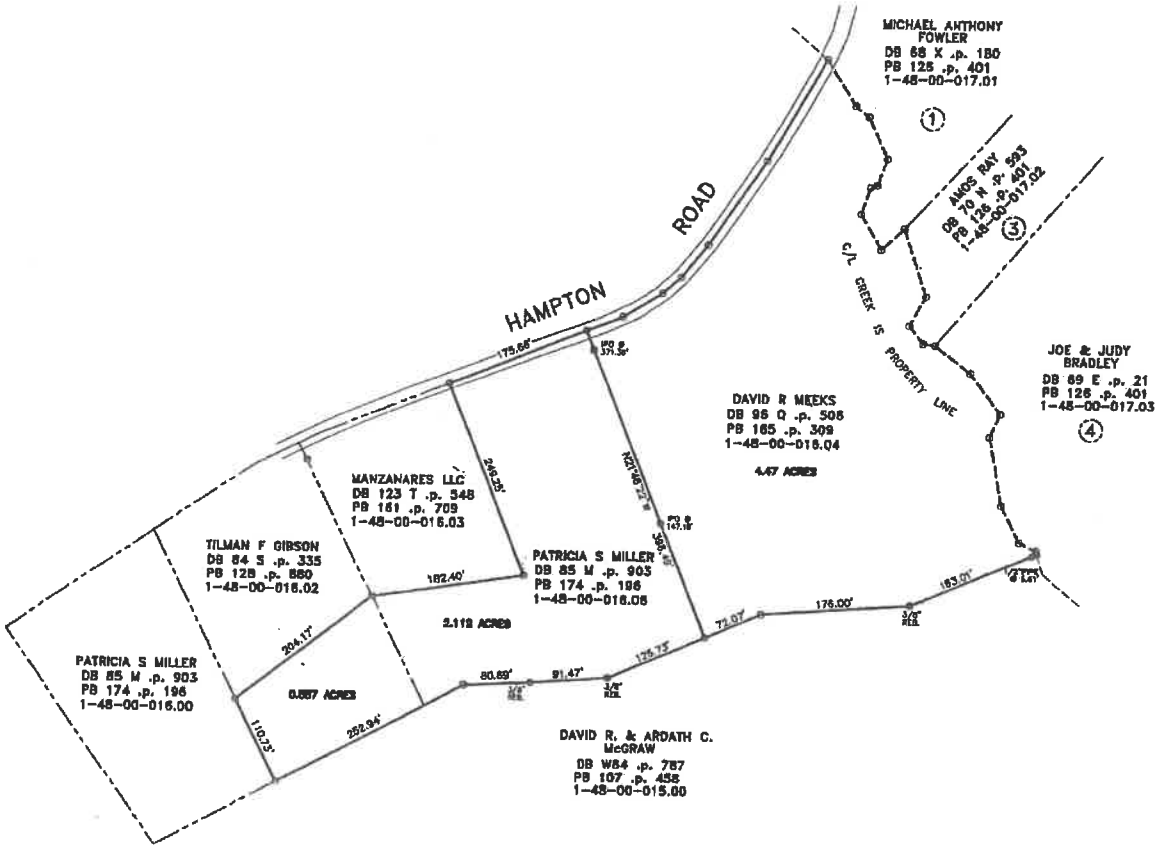
CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

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THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.



MAG. NORTH

LEGEND
- 1/2" REBAR FOUND (IPO)
- 1/2" REBAR SET (IPS)
- MAG NAIL FOUND IN ROAD
- MAG NAIL SET IN ROAD
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- CONCRETE
- FENCE
- P — OVERHEAD POWER

NOTES:
ALL PINS ARE 1/2" REBAR OR MAG NAILS IN ROAD, UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1 INCH = 100 FEET

EXHIBIT
11
B. Souther 3/10/20
PENGAD 800-631-6989

EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

SOUTH CAROLINA REGISTERED LAND SURVEYOR NO. 00294 SOUTHER LAND SURVEYING

SOUTH CAROLINA PROFESSIONAL ENGINEER SEAL 21232 LAND SURVEYOR GEORGE B. SOUTHER

GEORGE B. SOUTHER PLS # 21232
JOB NO. 02825-ex

ELECTRONICALLY FILED - 2021 Apr 22 11:20 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

ELECTRONICALLY FILED - 2020 Dec 02 3:06 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT

Patricia Miller,

Plaintiff,

vs. CA No. 2018-CP-42-03639

David Meeks,

Defendant.

_____/

DEPOSITION OF DAVID RICHARD MEEKS

PURSUANT TO NOTICE and/or agreement of the parties, the within deposition was taken on the 12th day of July, 2019,commencing at the hour of 12:00 noon at 296 South Daniel Morgan Avenue, Spartanburg, South Carolina; attended by Counsel, as follows:

APPEARANCES:

Jason M. Imhoff, Esquire
THE WARD LAW FIRM
233 South Pine Street, Suite B
Spartanburg, South Carolina 29302
Attorney for Plaintiff

Gary L. Compton, Esquire
496 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Attorney for Defendant

ALSO PRESENT:
David Meeks
Teresa Baker, Ms. Miller's daughter
Lisa Sims, Ms. Miller's daughter
Joe Sims, Ms. Miller's son-in-law

REPORTED BY:
Sandy Satterwhite Reporting
P.O. Box 742
Roebuck, South Carolina 29376
(864)706-5698
Satterwhite@Charter.net

INDEX

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Redirect Examination by Mr. Imhoff	154
Certificate of Reporter	158
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Plaintiff's Exhibit No. 1	14
Plaintiff's Exhibit No. 2	27
Plaintiff's Exhibit No. 3	28
Plaintiff's Exhibit No. 4	31
Plaintiff's Exhibit No. 5	31
Plaintiff's Exhibit No. 6	49
Plaintiff's Exhibit No. 7	56
Plaintiff's Exhibit No. 8	59
Plaintiff's Exhibit No. 9	60
Plaintiff's Exhibit No. 10	71
Plaintiff's Exhibit No. 11	85
Plaintiff's Exhibit No. 12	86
Plaintiff's Exhibit No. 13	89
Plaintiff's Exhibit No. 14	99
Plaintiff's Exhibit No. 15	100
Plaintiff's Exhibit No. 16	101
Defendant's Exhibit No. 1	139

STIPULATIONS:

It is agreed by and between the counsel for the parties that all formalities shall be waived until the time of the trial, except as to the form of the question and/or the responsiveness of the answer.

SIGNATURE:

Deponent expressly waived his right to read over and sign this deposition transcript.

****

DAVID RICHARD MEEKS, being duly sworn to tell the truth, the whole truth and nothing but the truth, testified as follows:

DIRECT EXAMINATION BY MR. IMHOFF:

Q. Mr. Meeks, my name is Jason Imhoff, as you know. We've met a couple of times, but I represent Ms. Miller in this lawsuit that she's filed against you in regards to property that you all are having a dispute about. I know you sat through a couple depositions. You may have had your deposition taken before. Let me ask you this: Have you ever had your deposition taken before?

A. Yes, sir.

Q. Okay. Are you generally familiar with deposition procedure in the State of South Carolina?

A. Yes.

Q. Okay. All right. Then I will be very quick. Please respond audibly so we can get — so we can get it on the

CONDENSED

ELECTRONICALLY FILED - 2020 Dec 02 3:06 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

record, the court reporter can record a yes, no, or whatever the appropriate answer is. Okay?

A. Uh-huh (affirmative response). Yes.

Q. You almost did an uh-huh there. Ask me if you don't understand my question. Ask me to repeat it, rephrase it, explain it. Otherwise, I will assume you understood it. Is that fair?

A. Yes.

Q. You can't ask for help from anybody. I don't think anybody in this room would help you anyway but --- or at any breaks. So if you would, ask me any questions that you have during the deposition or breaks. Okay?

A. Okay.

Q. All right, and if you need any breaks, please let us know.

A. Yes.

Q. All right. I'm going to do some background information, and then we'll get into the lawsuit. Okay?

A. Okay.

Q. What's your full name, please?

A. David R. Meeks.

Q. What does the R stand for?

A. Richard.

Q. Richard?

A. Richard.

Q. Where were you born?

A. Spartanburg, South Carolina.

Q. What's your date of birth?

A. 11/29/47.

Q. What's your address?

A. 2325 Hampton Road, Wellford, South Carolina 29385.

Q. How long have you lived there?

A. Fifty years.

Q. I understand that you run and own Hollywild; is that right?

A. Correct.

Q. Is Hollywild held in a corporation or an LLC?

A. It's a non-profit organization.

Q. If I was to look it up on the Secretary of State, how would it be named?

A. Hollywild Animal Park.

Q. And are there directors, shareholders or members of Hollywild?

A. No shareholders, two --- I'm sorry.

Q. No shareholders?

A. Other than two, my wife and myself.

Q. What's your wife's name?

A. M-e-e-k-s, Lucia F. Meeks.

Q. Oh, Lucia. How long have you all been married?

A. And you asked me if I own Hollywild. I own the property and all that. I don't own the non-profit, naturally.

Q. Okay. All right.

How long have you and Lucia been married?

A. Thirty-eight years.

Q. All right. So the non-profit Hollywild Animal Park, does it lease the property owned by you and your wife or some other entity?

A. It does not.

Q. Does it own the property that it sits on?

A. No.

Q. All right. Does it --- is there a contract or agreement between Hollywild Animal Park and whoever owns the property it sits on?

A. Yes.

Q. There is a contract?

A. I'm not sure, but I don't think so.

Q. Well, how does --- how does Hollywood --- Hollywild Animal Park reimburse the owners of the property it sits on, if at all?

A. It --- it doesn't.

Q. It doesn't. All right. Who owns the property that the park sits on?

A. David Meeks.

Q. Just in your name?

A. Yes.

Q. Okay.

A. It's possible Lucia is on there. I'm not really sure.

Q. Okay, but it's not that important, but I know that you own, through various other entities, other properties; is that fair?

A. That's correct.

Q. For instance, you bought a piece of property for --- from Clyde Miller, Jr., in the name of Manzanares?

A. Manzanares, yes.

Q. Manzanares. What is Manzanares?

A. Manzanares is a development that my wife and I owned since the early nineties, recently sold it, but --- but the business end of it, it's Manzanares, LLC. It's a business that we own with my wife.

Q. Yeah, but when you say, "We," it's you and your wife?

A. My wife and I. Uh-huh (affirmative response).

Q. Okay. All right. It was created in the nineties?

A. I'm pretty sure.

Q. Is it an LLC?

A. Yes.

Q. All right, and it was created to develop some property?

A. Yes.

Q. Okay. What property?

A. Manzanares.

Q. Okay. Where is the property?

A. It's on the opposite side. It's on the back side of where

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the zoo sits, where Hollywild sits.
Q. Okay. Is it on off a road other than Hampton Road?
A. Yes, it's off Little Mountain Road.
Q. Off Little Mountain Road. Okay. How much property did it own?
A. It was about 80-some acres.
Q. All right, and was the intention to develop for residential housing?
A. At first, no.
Q. What was it — what was it originally intended to do?
A. For me to have another piece of property to, when I retired, to move there if I wanted to.
Q. Okay. All right, and then at some point you had an idea to maybe potentially develop it into what?
A. Into a development.
Q. Like a subdivision?
A. A subdivision, yes.
Q. Okay. With residential homes?
A. Yes.
Q. All right, and did that ever come about?
A. Oh, yes.
Q. Okay.
A. It's almost completed.
Q. It is? Okay. What's the name of the subdivision?
A. Manzanares.

Q. Manzanares. All right, and did you sell lots? Did you develop it? How did that proceed?
A. Okay. I owned the property to begin with.
Q. Okay.
A. Someone came to me and says, "Why don't we develop this?" Okay. So I did this. They did that, and it became a development in 2003, and in 2012 they started building houses in there and from 2012 until now the houses are almost done. They're almost finished. There's probably 60, 70-something houses in there right now. There's going to be 89 when we finish.
Q. So there are 89 lots total in this subdivision?
A. Uh-huh (affirmative response). Yes.
Q. All right, and who was the person that built the homes, if there was only one?
A. I don't know the guy that's doing it, because what I did, I didn't have anything to do with that part. I just sold all that property to Denton Lindsay. Denton Lindsay is the one who went to the people who is building houses and did all that thing. I didn't have anything to do with that at all.
Q. All right. So let me make sure that I understand. Did Manzanares, LLC, sell those 80-ish lots in one sale?
A. One sale.
Q. And when did that sale happen?

A. Five years ago almost, four years ago.
Q. So approximately 2015?
A. Yes.
Q. All right. You said there was home building in 2012 and 2003?
A. Actually, they were sell — in 2003 is when it first came about, the idea of doing the development. In 2003 up to 2004 very little was done, except they started putting roads in there. Okay. From 2004 to 2007 they finished all the roads, all the underground, all the electrical, everything was done; and in 2007 to 2012 that's when you couldn't give land, houses or anything since away. It just sat there.
Q. Okay.
A. In 2012 to 2013 I think just maybe one house was in there. I believe that's right. One house was in there; and in 2014 to '15 is when we were working on selling this property and all the property went to one person, Denton Lindsay.
Q. Okay, and I'm way off track here, but I — I just have to follow up. So how were these — how were these home — how was the development being developed if you owned all the property, and how was any home sold before 2015 if you owned all 80 acres? Do you understand what I'm saying? If you — if I — if I owned a house in 2013, I would

want the land underneath it, as well. So did you sell individual lots during that period of time?
A. Yes.
Q. Okay. All right. So —
A. That was the intentions. However, there was only one sold and one house built and that was before, between '12 and '13, I think, when the first house was built, and then that was it until all the property was sold; and then, whoever was building those houses, all those houses are being built daily now. They're almost done.
Q. Okay. Did Manzanares ever own any other property?
A. I don't think so.
Q. Okay. Why did you — okay. Did it have any other assets other than that 80 acres or so of property?
A. It —
Q. Until you bought Clyde Jr.'s house?
A. Wait a minute now. Do what?
Q. Did it have any other assets?
A. What have any other assets?
Q. Manzanares, LLC?
A. Manzanares only had that property, and it was in the LLC so we could sell houses and lots and all that kind of stuff.
Q. All right. In 2015 it sold all of the property?
A. To one guy.

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Q. All right. Did it have any other assets, other than cash, in 2015?
A. No, sir.
Q. Why did you use Manzanares to purchase Clyde Jr.'s home?
A. Because when we sold all that property, now there is money in the bank. Now you can take the money, no longer own the houses or property, but you certainly have some money. Now you can take that money and do other things with it, and so we did it through the LLC, which was Manzanares, such as the — the only ones we have.
Q. Does Manzanares own anything other Clyde Jr.'s property?
A. I'm not sure.
Q. All right. Do you have — are you a member of any other LLC's?
A. I believe so.
Q. What are they?
A. I don't know.
Q. Okay. Why don't you know?
A. Because I don't deal with the business end of it very much.
Q. Okay.
A. My wife does that.
Q. All right.
A. And if there's any specifics, sometimes I'm brought in, but I — I don't – that's not what I normally do.

Q. Who owns the property where the goats are located?
A. I think —
Q. Well, strike that. That was a bad question.
Who, before 2010 did you have goats?
A. Before 2010 did I have goats? Yes, sir.
Q. All right, and were they located on the north side of Hampton Road?
A. They were located in the area that Hollywild Animal Park is on.
(PLAINTIFF'S EXHIBIT NO. 1 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. I've marked this Exhibit No. 1. Do you recognize this as an aerial photograph of some of your property, the Hollywild Animal Park and Patricia Miller's home?
A. I think so.
Q. Okay. If you look on Exhibit No. 1 at the top towards the right, it says, "Hampton Road." Do you see that?
A. Yes.
Q. All right. Does Hampton Road separate Patricia Miller's property from Hollywild Animal Park?
A. Yes, it does.
Q. All right. This is not a very good copy. I apologize for that. Did you ever prior to 2010 have goats on the south side of Hampton Road?
A. No.

Q. No. All right. Was your intention in 2010 to purchase property from Patricia Miller to house the goats on the south side of Hampton Road?
A. That is correct.
Q. There is apparently a creek, which is referenced in the agreement between you and Patricia Miller?
A. Yes.
Q. Did you ever own property on the opposite side or east side of that creek?
A. I never owned any property anywhere outside of Hollywild until I bought her property.
Q. Okay. All right. So are you a — are you a shareholder, if you know, in any closely held or S corporations?
A. Not to my knowledge.
Q. Do you own either through a corporation, an LLC or other business entity or personally any other property other than the Hollywild Park and the property that's in dispute on the south side of Hampton Road?
A. I don't believe I do.
Q. Do you know a man named Amos Ray?
A. Sure don't.
Q. You don't?
A. Do not.
Q. All right. Have you done anything other than work with Hollywild Animal Park for the last, let's say, 20 years?

A. Many things.
Q. Okay.
What kind of things have you done?
A. I own a company called Cinema Animal Talent.
Q. Is that leasing the animals for use in movies, videos, that type of thing?
A. It does some of that, yes.
Q. What else does it do?
A. Furnishes animal talent, furnishes people talent. I'm a SAG carrying, S-A-G, member.
Q. Say that one more time?
A. I have my screen actor guild. I do stunts for movies, commercials and things like that, and I furnish other people for that sort of business.
Q. Okay. Cinema — is Cinema Animal Talent an LLC corporation, business?
A. I don't know if it's LLC or not. I know it's Inc.
Q. Inc.?
A. Yeah.
Q. Okay. What other things have you done over the last 20 years for income? You told me about selling property with Manzanares?
A. Uh-huh (affirmative response).
Q. I know I'm not going to say that right. Running Hollywild; is that right?

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A. That's correct.
Q. Cinema Animal Talent?
A. Uh-huh (affirmative response).
Q. Anything else?
A. Well, like I say, I do stunts, and I have a Screen Actors Guild. I can act. I have been in a few movies, plus commercials. I'm an auctioneer, professional animal trainer, livestock broker. I'm a consultant.
Q. What are you a consultant on?
A. I consult. Instead of going to do movies, I don't always go there. I help people figure out how to do certain things with animals. I also do things like using animals for CGI, which stands for commuter — computer generated images. For example to give you an example of what that means, if you see — did you happen to watch the movie — well, I can't ask you a question. Anyway, the movie for called recently Black Panther. There's a rhino in there. It looks just like my rhino, because it is my rhino, but we had to use the rhino to do the CGI. They filmed every inch of his body. You have eight photographers running high-speed cameras that shoot every inch of his body, and then they take that and put it on a special software that they have. Now they can make this animal cut cartwheels, pay a piano, rear up like a horse, lay down or do whatever, but it looks exactly like him.

That's CGI.
Q. Okay.
A. I do that stuff.
Q. All right. Are any of those actual businesses or is it just something that you do and bill in your name?
A. Definitely it's — each —
Q. Let's talk about the auctioneering company. Is there a company?
A. Nope.
Q. No. Okay. Professional animal trainer, is there a company associated with that?
A. Cinema Animal Talent.
Q. Cinema Animal Talent. Okay. Livestock broker, is there a company associated with that?
A. No.
Q. All right. The consulting company, is there a —
A. Cinema Animal Talent.
Q. Okay. All right.
Anything else?
(OFF THE RECORD)
BY THE DEPONENT:
I mean, I own a race team. It's called, "Formula Drift," and I own that racing team.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Is that an LLC or a company, corporation, do you know?

A. I'm not really sure.
Q. Okay. Anything else?
A. That's enough.
Q. All right. Have you ever been a surveyor?
A. No.
Q. Have you ever been an engineer?
A. No.
Q. What is the last grade of school you completed?
A. Graduate work at Wofford College.
Q. Did you graduate from Wofford at undergrad?
A. Carson-Newman in Tennessee.
Q. What was your degree?
A. Degree in biology. Degree in psychology. Double major in French and chemistry.
Q. Now wait a minute. That's four things. All right. What degrees did you receive from Carson-Newman?
A. BS.
Q. All right. BS, and you said you had a double major?
A. Yes.
Q. In what?
A. Biology.
Q. Okay.
A. And psychology.
Q. All right, and then you said French and chemistry?
A. Yes.

Q. What was that?
A. They were minors.
Q. Minors. All right, and then you went on to Wofford College after that?
A. Yes.
Q. In what year did you receive your degree from Carson-Newman?
A. 1970.
Q. All right. Did you go directly to Wofford?
A. No. After you're teaching school for so long, you have to go back and do special little updates for your teaching certification, which I didn't tell you about, but I was — I taught school, and I went to Wofford and took some classes there to upgrade my teaching certificate certification.
Q. Did you ever work as a builder?
A. Not for anybody else.
Q. Have you ever held either a commercial or a residential builder's license?
A. No, sir.
Q. Have you ever held a real estate license?
A. Yes.
Q. When did you hold a real estate license?
A. No, no, I didn't. I thought you said did I ever hear of one.

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Q. Oh, no.
A. I'm sorry.
Q. Have you ever held one?
A. I did not.
Q. All right. Have you ever been arrested or convicted of a crime?
A. Arrested, no. It's possible convicted. I'm — it's kind of gray whether I was or not.
Q. Well, tell me the circumstances, if you would?
A. It involved an animal transaction. I had sent some old retired bears to an auction in Missouri. I was not present there at the time. They were consigned to the auction, and — and then they — at that time they're property of the auction. They're sold or whatever they do with them. They're in business like that. I'm not involved anymore. I just consigned them. They take — the auction knows that anybody who buys a bear like that has to have a USDA license and they have to be familiar with it or you cannot even bid on the animals. That's — that's how they were.

I — I sent them to those people. They were listed, and then, oh, maybe a year or so later I got a phone call from a reporter in Spartanburg and asked me was I going to be — and they had a bench warrant for me in Oklahoma or somewhere, and I said, "For what?"

And they said, "Are you kidding me?"

I said, "No, I'm serious."

He said, "You've got a bench warrant and you don't know anything about it?"

I said, "No, I don't know anything about it."

I didn't. So what it involved was this. Those bears supposedly that were actually European brown bears that came in from Jerusalem I had for years, the person who took those animals in possession, took them, supposedly, those same bears, supposed to go somewhere else, and sold to a — to another dealer, and in that transaction they went from European brown bears to grizzly bears. That's what they called them. Well, grizzly bears are an endangered species. This one is ursus arctos syriacus. That one is ursus arctos horribilis. Big difference because you can't sell those across states lines because they're endangered species.

When they went from place, they were listed as European browns. When they got this guy, they changed it up to grizzly bears, because they were going to sell them, one to a doctor, one to a lawyer and one to a dentist. There was three of them that supposedly bought one or more of those bears. I don't know to this day if they bought any of the bears. I'm pretty sure what they did was took the paperwork that I had to get the bears out of there and

they put the title on them as grizzlies to get more money for them from these people they sold them to. So they did get sold. All that happened.

Now they come all the way back and say that because I put the animals at the auction, that me, the auctioneer, and the guys who bought them and the people who shot them, all conspired to make this one transaction happen out on the end that I knew nothing about. The only thing I did was put them over there at the auction.

Okay. Now you asked me this: How could you do all that and you say you don't know if you was convicted or guilty or not, and maybe — maybe, you're an attorney, you may know how. I'm not an attorney. This is what happened. Now I know I have to fly out to Oklahoma and meet with an attorney out there, take all my records and explain to him what's going on, and then there's a prosecuting attorney for the federal, because I got indicted, federal indictment, and so he's sitting across from me and he explains all the things that's going to happen here, and he says, "Mr. Meeks, I know in your briefcase you've got all your records. You've got everything you brought out here, and I believe," because he knew my attorney, because my attorney, I found out later, had just been coaching him and others like him how to do a better job at prosecuting attorneys.

So he —

BY MR. COMPTON:

It wasn't me, by the way.

BY THE DEPONENT:

But he was one just like him.

Anyway, so what happens then he says, "I'm sure you can do this, but do you have any idea what this is going to cost to defend your case?"

I said, "I don't have an idea."

He said, "It would cost in excess of a hundred thousand bucks. Do you want to do that?"

I said, "Well, do I have an option?"

He said, "Oh, yeah, you have an option."

And this is why I didn't know, because here was my option. He said, "You go forward with it, and you might even win, but if you don't have that much money, here's your option. You can sign a forfeiture of a collateral bond." Have you ever heard of that?

Q. Yes and no, not — probably not specifically the one you're talking about.
A. Now you know where I'm at.

So I said, "Well, what's a forfeiture collateral bond entail?"

He said, "It entails you paying a fee." Not a fine, but a fee. I'm pretty sure it was a fee. It could have

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been a fine, "For $10,000. $10,000 when you pay that, it's over. There is no judge. There is no more talking about it. All the records at this point is done away with it. You don't even have it, and you walk out of here and you forget about it."

So I sent him a certified check for ten thousand bucks and signed the forfeiture collateral bond, and that ended it. Now I don't know if I'm convicted or not convicted, but that's all I know about it. I didn't go to jail.

Q. All right.

A. I didn't have my fingerprints done or any of that kind of stuff.

Q. Did you ever have to stand in front of a judge and say, "Guilty, not guilty," anything like that?

A. Yes.

Q. Okay. What did you say?

A. I said, "Not guilty."

Q. Not guilty. Okay. Did you ever have — did you ever sign an agreement, other than sending a $10,000 check, that said you agree to these charges or you agree that you did something?

A. Not to my knowledge.

Q. Did you have any local South Carolina counsel help you with that?

A. No, these were federal judge — federal lawyers and judges.

Q. All in Oklahoma?

A. Oklahoma and Missouri, St. Louis, Missouri.

Q. Do you remember what the indictment was for?

A. Sure.

Q. What was it?

A. It's going to take a while to tell this story, but I'll be happy to tell it to you.

Q. I don't want the whole story. I want the name of the actual indictment.

A. I don't remember that.

Q. What were you charged with, if you know?

A. Crossing state lines with endangered species for commercial activity.

Q. What year was that?

A. Early eighties.

Q. Okay.

A. I think.

Q. Have you ever been arrested — I'm sorry. Charged with or convicted of any other crimes?

A. No.

Q. Have you ever been in the military?

A. Briefly.

Q. What branch?

A. Pardon me?

Q. What branch?

A. I was in there for three days in the Army.

Q. What year was that?

A. 1971.

Q. Were you discharged?

A. Yes, sir.

Q. Why were you discharged?

A. Because I came in with a broken nose, and they explained, "If you break your nose in here, we'll fix it. If you break your nose before you come in here, you're not ready for the armed service and you have to leave," and I did.

Q. Okay. Were you honorably discharged or dishonorably discharged or simply just discharged?

A. I think I was just discharged.

Q. I asked you this question in my Interrogatories, but let's — have you been involved in any other lawsuits where you were either the plaintiff or a defendant?

A. Yes.

Q. And I asked you to list them in your Responses to Interrogatories, and let's find those a minute.

(PLAINTIFF'S EXHIBIT NO. 2 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. All right. You see at the top of that it says, "Defendant's Answers to Plaintiff's First Set of

Interrogatories"?

A. Yes.

Q. Okay. Do you know what that means?

A. "Defendant's Answers." That means some answers I give you or somebody.

(PLAINTIFF'S EXHIBIT NO. 3 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. I'm going to hand you Exhibit No. 3. These are Plaintiff's First Set of Interrogatories to you. It's a set of questions that we sent to you. Okay? Number. Exhibit No. 2 is your Responses to those questions. Do you understand that?

A. Yes.

Q. Let's look at your Responses in Exhibit No. 2 to the Question No. 12. All right.

It says, "In the late 1980's, the Defendant was a named Defendant in a case brought by Attorney Billy Gunn on behalf of a lady who hurt herself at Hollywild," is that correct?

A. That's correct.

Q. Do you remember the name of that case?

A. No. I remember the case. I don't know his name.

Q. "In approximately 1980, the Defendant brought suit against WSPA for slander, he lost." What did you sue WSPA for, briefly, if you could?

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A. WSPA sent a reporter out to do a rather malicious story against Hollywild, and — and I asked them to correct it, get it right, and — and they didn't apologize. They admitted that their — their reporter was very aggressive and shouldn't have done what he did, but they wouldn't — they would not — they wouldn't do an apology. Okay, and —

Q. What —

A. It's a long thing, but —

Q. All right.

A. I'll just say whatever you want me to say there and let's get on with something else.

Q. All right. 2012, you brought suit against "Heads Up Motorsports over damage done to a race car"?

A. That's correct.

Q. "2015 Hollywild customer brought suit over damage to a vehicle. She lost." That's four, I believe; is that right?

A. Yes.

Q. Mr. Meeks, have you ever sued anybody for personal injury to yourself?

A. I don't believe so.

Q. You've never sued anybody because of an automobile accident?

A. Oh, maybe so. Okay. I thought you were talking maybe me

personally.

Q. Have you sued someone as a result of a motor vehicle accident for personal injuries you alleged occurred because of that motor vehicle accident?

A. Yes.

Q. Okay, and do you remember how much you claimed in damages in that lawsuit?

A. I do not.

Q. What was the result of that lawsuit?

A. It was in my favor.

Q. Was it?

A. Yes.

Q. You won that lawsuit?

A. Uh-huh (affirmative response).

Q. Do you remember the name of the attorney on the other side of that lawsuit?

A. I think, yeah, John Hawkins.

Q. John Hawkins was on the other side?

A. For me. He was my attorney.

Q. Well, okay. Who was the attorney on the other side?

A. I don't know.

Q. You think you won that lawsuit?

A. The one I'm talking about I did.

Q. Okay. Have you ever filed a personal injury lawsuit that went to trial and you lost?

A. I don't remember that one.

Q. Do you know a lawyer named Rob Davis?

A. Sure don't.

(PLAINTIFF'S EXHIBIT NO. 4 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. Let me ask the question again. Is your testimony here today that you have never filed a personal injury lawsuit arising out of an automobile accident which you have claimed personal injuries and damages that you took to trial and lost?

A. I don't remember that.

Q. I'm going to hand you Exhibit No. 4.

(OFF THE RECORD)

(PLAINTIFF'S EXHIBIT NO. 5 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. I'm going to hand you Exhibit No. 5, actually. I apologize.

All right. Let's start at the top here. Well, let's start at the bottom, actually. I have counted the number of lawsuits on here. Can you go through them and identify whether — well, strike that.

Can you go through them and identify which lawsuits are not you?

A. Okay. I'll start at the top?

Q. You start wherever you want to.

A. I'm going to start at the top, then, and see what they are.

Okay. Tell me something about, if you know this, because I don't, what do you know about 3/28/90? What's that about?

Q. Where do you see 3/28/90?

A. The first one.

Q. Does it say —

A. File date, 3/28/1990. Tell me something about it, and I'll tell you if I know anything about it.

Q. Well, I'm — I can't tell you something about it. Do you —

A. I don't know anything about it, either.

Q. Do you know another David Meeks in Spartanburg that has been involved in this many lawsuits?

A. I don't even know David Meeks in this — this county.

Q. Okay.

A. That don't mean he's not out there. I just don't know him.

Q. All right. Let's go down to the next one. It was filed February 9, 1995. Do you know anything about that?

A. Don't know anything about that one.

Q. Let's go down to the next one that was filed January 1st, 2018. It was a civil case for claim and delivery in Spartanburg Magistrate Court.

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A. Can you tell me anything about it that I might could remember it?
Q. Well, my question actually is can you tell me anything about it?
A. I don't know anything about it.
BY MR. COMPTON:
Are we looking at the same thing?
BY THE DEPONENT:
This one right here. I don't even know this.
BY MR. IMHOFF:
Are you looking at ---
BY THE DEPONENT:
2000.
BY MR. IMHOFF:
Are you looking at Meeks or are you looking at ---
BY MR. COMPTON:
I'm looking at Meeks, yes. All right. So which one are you ---
BY MR. IMHOFF:
So we're looking at the --- well, he's looking at the file date. I'm sorry. It's October 5, 2004.
BY THE DEPONENT:
Yeah.
BY MR. COMPTON:
So October 5th, 2004. Okay.

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. You don't know what that is for claim and delivery?
BY MR. COMPTON:
In Magistrate's Court.
BY THE DEPONENT:
I don't even --- I don't know. I don't know what it is. I don't remember these things. Tell me a little bit about it, and I can tell you. I --- just looking at these things, they don't mean anything to me. I can't ---
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Mr. Meeks, ---
A. I don't know. I don't know. That's all I can --- I don't know. I'm trying to think. I can't think of anything. "Claim and delivery." What is claim and delivery? Can you tell me that?
Q. Well --- well, I can, but I'm not going to.
A. Okay.
Q. I guess my question is can you say that you haven't been involved in this many cases?
A. I can say I don't remember.
Q. Well, I asked you a specific question. What did you do to find out how many cases you've been involved in when you answered my question?
A. You gave this to me.
Q. When I asked you my question in those Interrogatories, No.

12.
A. Okay.
Q. And you listed four lawsuits, what did you do to find out what lawsuits you've been in?
A. Just tried to remember them, you know.
Q. That's it?
A. Yeah. I didn't go back and look --- look at everything. I don't remember these. I remember the ones I told you about. Heads Up, that was something memorable. WSPA was memorable. Billy Gunn was very memorable, good ol' boy, and he lost, by the way, but anyway, Hollywild, then with the cow, that was kind of a silly one, you know. Those I remember. These things right here listed, if these things right here were listed like that's listed, I might not remember those, because I don't remember the exact dates of any of these, but when you --- when I wrote down, evidently, I probably had some help from my attorney on that one.
Q. But you deny that you've had more than four lawsuits?
A. I'm not going to deny or confirm, because I don't know today. Give me some time, and I can research this, and I can give you the best thing I possibly can over it.
Q. Have you had lawsuits in the name of Hollywild?
A. Hollywild has had some lawsuits, but that's not me.
Q. I've handed you --- I think that was Exhibit No. 4. It

looks like there are 15 lawsuits with Hollywild Animal Park, all of which Hollywild was a defendant, except for one. Do you agree that's what that document says?
A. I agree with that.
Q. Okay. Has Hollywild been involved in this many lawsuits?
A. I would think so.
Q. Okay.
A. Who gave you this?
Q. Manzanares, how many lawsuits has it been involved in?
A. None that I'm aware of. Well, I'll take that back. Possibly it would --- I don't know, but maybe one Manzanares.
Q. Well, just looking back at Exhibit No. 5, it just has your name on it?
A. Uh-huh (affirmative response).
Q. Would you agree that your answer to No. 12 is not correct? That you have not listed all the lawsuits that you've been involved in?
A. I listed all those that I remembered at that time.
Q. And did you do anything else, other than just off the top of your head, trying to remember a couple of lawsuits?
A. That's all. That's all I did.
Q. All right. You didn't do any research, ask any questions?
A. No, sir.

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Q. Answer nothing? All right. Do you believe that's a complete answer to my question: How many lawsuits have you been involved in?

A. If what I'm looking at is accurate, I would not deny anything on here, but whether or not I remembered these when you asked me, I would not — I could never remember all those things.

If you came down and gave me information about any particular one and told me all, "Do you remember that?" Now I could say, "Yes," but today when I look at them, I don't remember these things.

Q. Well, I understand that, Mr. Meeks, but I didn't ask you if you remembered them or not or have to provide you information about the lawsuits.

My question was: What litigation you've been in? And that's the — I expected an answer to that question.

So are you going to go back and look through these lawsuits and supplement your Discovery Response?

A. I can if you want that.

Q. I would like that, please.

Are you — do you regularly attend a church?

A. Yes.

Q. What church?

A. Well, not regularly.

Q. Are you a member of a church?

A. Yes.

Q. What church?

A. Little Mountain Baptist Church.

Q. How ---

A. Also, I went through the great process with Ms. Miller over here through catechism — catechism or — yes. I'm a proud holder of Catholic and Baptist.

Q. Are you a member of, what did you say, Little Mountain Baptist Church?

A. Yes.

Q. Are you a member of any other churches?

A. No.

Q. Are you a member of any other associations, societies, groups? You said that you're a member of the Screen Actors Guild?

A. That's the largest one.

Q. Anything else?

A. Maybe. I can't remember.

Q. You're not sure?

A. Not sure.

Q. How about related to animal care or anything like that?

A. Yeah, that's a lot of that stuff I've been to, but, you know, it's --- yeah.

Q. Do you have a certification or degree or license in animal care or animal training?

A. Yes.

Q. What is that license?

A. It's called USDA.

Q. What's — okay. I know what USDA is. What is —

A. It's under APHIS, A-P-H-I-S.

Q. A-P-H-I-S?

A. It stands for animal plant health inspection services.

Q. Is that a certification or is that a —

A. It's a license.

Q. License. All right, and what does that license give you license to do?

A. It gives me the ability and it gives me the — that license gives me permission to do all things with animals like whatever exotics or what I obtain as far as breeding, caring, selling, buying, anything to do with animals as legally I can do with that license.

Q. All right. Has that license ever been revoked or suspended?

A. No.

Q. Ever had any disciplinary proceeding against it?

A. Yes.

Q. What was that?

A. I'll give you a couple of examples, because I could be here for the next three weeks.

Q. Okay.

A. Because when you've been licensed as long as I have, and you have a park as big as Hollywild, any time an inspector comes in, they should find something to correct.

Q. Can I stop you just for a second?

A. Sure.

Q. Okay. So the inspector comes in, finds something wrong, and cites you or marks you up or something? Is that what we're talking about?

A. Yes.

Q. Okay. All right, but your license has never been revoked or suspended?

A. Never.

Q. But there have been times where an inspector will show up and give you some kind of a — some kind of a citation or something to fix something?

A. Any time an inspector comes to a place as big as mine, if they don't cite something, they certainly didn't do their job.

Q. All right. Is Hollywild Animal Park a going concern now?

A. What do you mean going concern?

Q. I thought I read years ago that it had been shut down by some federal or state agency. Am I wrong about that?

A. You are totally wrong.

Q. Okay. Did it ever shut down?

A. Never.

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Q. It's been continuously open for how long?
A. I didn't say it was continuously open.
Q. So did it shut down for some period of time?
A. What do you mean by shut down?
Q. It didn't — you couldn't have visitors, guests come into the park for money?
A. We've always been able to have visitors come in anytime. Never has that changed. Never.
Q. Okay.
A. However, in 2017, it was my decision and my wife's decision to no longer allow the general public to come in. If they wish to come in for some reason, they have to make an appointment, because I'm retired. I don't do that anymore. Before we had Hollywild, it was just David, and I always had these animals, and I love to share them with other people, and we allowed people to come in for so many years to enjoy a little bit of what we have a lot of for many years. In 2015 I decided, okay, no more of that.
Q. So since 2015 you only have —
A. 2017, I'm sorry.
Q. 2017 you only have guests by appointment?
A. That's correct.
Q. All right.
Was the park ever sued to shut down?
A. Never.

Q. Was the park ever threatened with being shut down by any government agency?
A. No.
Q. Okay. All right. Let's talk about — let's talk about this. Let's talk about this case.
A. Thank goodness.
Q. Tell me how it came about that you agreed to buy some of Ms. Miller's property.
A. Probably ten or 12 years ago I decided to, I needed more property just to have my exotic goats on, and I was looking at some property next to me, next to Ray Bradley's and didn't get — did not ever buy that property, but Ms. Miller called me one day and told me that she had some property for sale, and she understood I was looking for property to put my goats on.
Q. Okay.
A. So I told her, "Yes, I have an interest. What do you have?"
And she said, "I have given all of my children property, and the last property that I've given away was to" — I call him Clyde Miller. "So what I want to sell is all that property from — you know, from his, everything on from there is what I'm going to be selling."
Q. From what?
A. Pardon?

Q. You said, "Everything," from what?
A. She — she has like a — if you imagine a big rectangle. From the very up at the top where Little Mountain Road is. Can I use this?
Q. Let's use — let's use the exhibit.
A. Okay.
Q. Exhibit No. 1. Okay. Show me what you mean, and we may be marking on this one.
A. Okay. This should be Hampton Road.
Q. Right.
A. Park is over there, okay, and she lives somewhere up in this area.
Q. That's it?
A. That's her. Okay. All right, and I lost my train of thought. What was I telling you there, again?
Q. I asked you what property that you were discussing with her to sell?
A. Okay. She said that she gave — she lives right here, but she gave this property away to one — Kathy, maybe it was, or one of the kids there. She had one, two, three, whatever, and the last one that she gave away was over here on this side right in this area. Okay, and which Clyde lives in. She told me that, this is kind of personal, but she said, like she said earlier, "I'm in — I need money, and I've got some property I'll sell."

Okay.
"Show me the property."
So I drive over there, and she and her husband, also, we walked out a ways and she said, "Whatever you see right here is all down in this area," just pointing down through there. I'd never been on the property before. I helped her husband catch cattle that got out a few times up in this area, but I have never, ever been down here. I never looked at that before in my life. I didn't even know what it was.
I said, "How much property do you have?"
She said, "Well, I'm guessing it's — it's between three acres, at least three acres, maybe more, but — but I know it's at least three."
I said, "Okay." I said, "Why don't we just survey it, and then I'll know what I'm getting?"
She said, "Well, I don't have the money to survey it. Could you survey it?"
I said, "Okay." I'll — I was listening to what she said, and I looked at it and saw where it was, and "I'm going to put goats in it." She knew that. So it's all grown up. I said, "That'd probably work for goats." I said, "Well, what I'm going to do," and she asked me 15,000 for it. That's exactly what she asked me. I said, "Okay, but before I get it surveyed, I want to understand,

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we're going to describe this property." So right where we were standing, she says, "From where we're standing, this is the edge of Frank's property right here," because he lived in the house there right wherever his edge of his property is.

Q. Let me stop you. Frank?

A. Clyde.

Q. Junior?

A. Yeah. Wherever his property line is, from right there, "Whatever I own, it goes out to Hampton Road. It goes there and it goes all the way down to the middle of that creek, and it comes back up the other side on Roy McGraw's side."

"So what I'm selling then is from — from this line right here wherever it is all the way, that's what I'm selling. All that I own is what I'm selling." She told me that, and she said where the — and on whatever joins Clyde's — whatever property joins Clyde's lines, "This one and this one is what I'm selling."

Okay. So I said, "Okay. I'm going to survey it," and I wrote the description down, and it says on there, if I remember, is that what I'm buying —

Q. Go ahead?

A. It says, "All that property that joins my line that goes to Hampton Road, goes all the way down to the middle of

the creek, and it goes back across all the way to Roy McGraw's property is, whatever it is over there, that's all I'm selling. Okay, and on the property line that joins Clyde — joins Clyde's property line right here up to Roy McGraw, whatever that is, that's what I'm selling."

So I sent — I went down and called Ben Souther and carried him the description of what we're surveying, and I'm not a surveyor, but I said, "You understand this?"

And he looked at it. He said, "Okay. I'll get it surveyed."

Sometime after that somebody came out, and it was so thick. You — you couldn't — I took a Bobcat with a big brush cutter, and that's the first time I realized there's a gully out there wider than — you could put this house and several more into it. It's so — it's a huge place. Well, you couldn't even get across it. So I took a Bobcat skid steer loader and found a place that I could take my brush cutter and start cutting a path, and I cut a path all the way across, all the way, all the way, all the way across until I got Roy McGraw's over there, and there's only one small little place. I had to walk in there. It took me a long time to figure out where — where the — where the ditch was that you could get across. It was so big, you couldn't cross but maybe ten or 15 feet. There was one little place I could

get that machine across. So wherever it was, I cut all the way across to — to the fence on the other side, which I assumed was Roy McGraw's property. That's where I stopped. I turned that machine around, and I came back out, and I left there.

Well, they came out and surveyed it, from my understanding. They said it was done. So we went down to do a closing on it, and then at first I gave Ms. Miller $500 deposit, and then on the closing I gave her the balance, which is 14,500, and I got a little plat or something of it.

Q. Well, were you standing with Mr. and Ms. Miller when she said, "All of this property"?

A. We walked down. We were up at Frank's — well, not Frank, but Clyde's house there. We drove in. I met them over there.

Q. Stop. Drove in where?

A. To Clyde's house.

Q. You parked at Clyde's house?

A. Yeah.

Q. Okay.

A. We parked right there up all the way up to his house and there's like a — yeah, there's a little porch out on it. Right about where that porch was, we walked right to there, and we walked down a ways, and she showed me where

the property. She said, "Wherever the property line is down there," and she was looking, right — she said, "Wherever this is, from there all the way down and on our plat that we have," she thought and she said, "Our property goes to the middle of the creek, and it goes to Hampton Road, and it goes, it joins Roy McGraw. So whatever I'm selling you is everything that I haven't given away is what I'm selling you, whatever. If it's three acres, four acres, five acres, six acres," we talked about that, "that's what I'm selling you today." That's how I described it. She's — so I described it that way in my — on my paper, and then she looked back.

Now she said, "Now Clyde does not own, his property line goes right back to here, and on the other side of his house right there just a little ways," she said, "but I own all that back through there."

Q. This is going to be really hard to understand, but Mr. Miller was with you?

A. I'm not really sure. I know — I remember him being in the house when I signed the contract, but standing there I can't remember if he was with us or not, but he was in the house when I talked to him.

Q. Did she say, "I'm giving you four acres, five acres, six acres, whatever I own"?

A. She didn't know that.

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She had no idea.
Q. She didn't say that?
A. No, she didn't know.
Q. She said, "Three acres"?
A. She did not say any — she says, "I don't know how many acres is in there." That's why we're surveying it.
I said, "I don't care." To me if it was three acres, that's fine. If four, five, six, seven, whatever that is, I looked at it, I said, "I'll buy it and put goats on it."
That's what —
Q. I just wanted to make sure you testified earlier that she said she thought it was three acres; is that correct?
A. She said she thought it would be three acres or more, because she didn't know.
Q. All right.
BY MR. IMHOFF:
Let's mark this.
(PLAINTIFF'S EXHIBIT NO. 6 MARKED FOR IDENTIFICATION)
BY THE DEPONENT:
And I said, "Well, before — before I go pay for the survey, I'm going to write up a contract."
BY MR. IMHOFF:
She can't. She can't —
BY THE DEPONENT:

I'm sorry.
BY MR. IMHOFF:
She can't put anything on.
BY COURT REPORTER:
Okay.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Go ahead.
A. "Before," I said, "I'm going — I'm going to buy it. I'm going to tell you that, and I'm going to go survey it, and we'll know what it is, because I want to know where, you know, everything is at," and — but — but we — but we don't know if it's three, four, five, six or seven, whatever — whatever it is, though, if it's less than three, I'm still going to buy it.
Q. You keep saying, "We don't know whether it's three, four, five or six." Ms. Miller never said that?
A. Ms. Miller said she didn't know, but she thought it would be three acres or more.
Q. Okay. I'm going to hand you Exhibit No. 6.
A. Okay.
Q. Is this the Agreement to Sell and Buy that you're talking about you wrote up?
A. Yes, sir.
Q. Did you write this yourself?
A. I did.

Q. You filled all of this in?
A. Every bit of it.
Q. All right. At the bottom did — who signed it?
A. Ms. Miller.
Q. Okay, and you signed it for yourself?
A. Absolutely.
Q. But is everything else that is written on this page your handwriting?
A. Yes.
I'm going to read this just to make sure I can understand, again.
It says on — it defines what this contract is about. It says, "All" — what I'm buying. It says, "All that property that joins Frank C. Miller."
Q. Junior?
A. "Junior. Roy McGraw, joins Hampton Road, continues to the center of creek at lower end of property." That's exactly what I wrote.
Q. Did she ever tell you or did Mr. Frank Miller, if he was there, or Clyde Miller, Jr., ever tell you that you were also buying the property behind Clyde's house and behind Tillman Gibson's house?
A. They didn't say it like that, but this is what they did say. If it joins Frank's line, that's what I'm getting to Roy McGraw's, which would be on the front side and the

back side, because that's what — because she — he didn't own that, but she said, "All that property joins," and that — that joins him.
Q. I didn't understand that answer at all. Say that — say that one more time.She didn't say that, but what now?
A. She said what I'm buying is all that property that joins Frank C. Miller, Jr. Can I show you on a piece of paper like this?
Q. I've got — I've got all kinds of plats. You can write it on here if you want to.
A. We'll put it on the back of it.
Q. Well, let's not put them there.
BY MR. COMPTON:
Can we take a break for just a second?
(OFF THE RECORD)
(BRIEF BREAK IN PROCEEDING)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. What are you drawing?
A. I am drawing a description of what I believe the lines are for Clyde Miller's lot, what I bought.
Q. Just recently?
A. Recently, but still it's the same way. It don't matter. Before I bought it, it's still the same way it always was. Okay.
That's Clyde's house, and there's like a porch out

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here. The day that I was with Ms. Miller, we was up there at their house first. We came down, and she explained that she had given property to all of her children.

Q. Came down to what? Clyde's house?

A. To Clyde's house, yes.

Q. Okay.

A. Okay, and we — and I parked there, and they came down to the car, and I believe Frank was with us. I'm not sure her husband was with us. I'm not really sure. I know he's in the house, but I can't remember if he was with us there or not, but I'm pretty sure he was there, too, but we walked that pretty close to where that deck is at, and she pointed, "Wherever that line is down here," Frank's, because he's got a property line. This is Hampton Road. This is Roy McGraw's. The creek is down there.

Q. Will you put "Hampton" and "Roy," please?

A. Hampton Road, Roy McGraw. Okay.

Q. All right.

A. And the creek is way on down that way somewhere. Okay.

Q. Put an X where you were standing, if you will?

A. We were standing, best I can, it'd be right along in here.

Q. Put an X there?

A. Oh, X. I'm sorry.

Q. All right. So that would be essentially on the — on the driveway?

A. Yes.

Q. Okay.

A. Uh-huh (affirmative response), and she pointed. She said, "From here to wherever — wherever his line is, his house where it is, from there all the way to the middle of that creek, because that's what it says on my paperwork," she says.

Q. Okay.

A. And she says, "And also it goes out to Hampton Road."

Q. Okay.

A. "It also goes out to Roy McGraw's."

Q. Okay.

A. She said, "But now — and also it goes out from his — from his line," she says, "I own this property out here. He — he don't own this. He don't own that. He just owns about an acre right in here." That's before I ever bought it. That's been ten years ago. That's what it is. Okay, but she said, "All the property from this line all the way down, because all the property joins this, all the property that joins this is what you're buying."

Q. Okay. Let me make sure that I understand.

A. Uh-huh (affirmative response).

Q. That Patricia Miller and maybe her husband Frank Miller standing in Clyde Miller, Jr.'s driveway?

A. Uh-huh (affirmative response).

Q. Sometime in 2010?

A. Uh-huh (affirmative response).

Q. Told you that, not only were you buying from Clyde Miller, Jr.'s property to the creek, but also behind Clyde Miller, Jr.'s house?

A. Everything that joined his property.

Q. They said that?

A. All of it. Everything. "Everything that joins him is what you're buying."

Q. I'm asking a very specific question. Did they say, "You are buying the property behind Clyde Miller, Jr.'s house"?

A. Absolutely.

Q. In those words?

A. Best I understand, because — because I had to describe it.

Q. Well, my question is very specific. Did they say, "You are buying the property behind Clyde Miller, Jr.'s land"?

A. Yes.

Q. They said those words?

A. Yes.

Q. Okay.

A. Because —

Q. Now, let me ask you something. You understand that that property actually extended behind Tillman Gibson's property, also?

A. Does not, because I — because this is what happens. This is all that Clyde to this road that he owned. This is all he owned. This — Patty still, whoever, somebody owned it up through that. I did not get anything that joined this. I did not get anything that joined this, because it — it just had to join his property. This is his property. This is his property line. That wasn't. That's her property. This is his property. Does that make sense?

(PLAINTIFF'S EXHIBIT NO. 7 MARKED FOR IDENTIFICATION)

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. I'm going to hand you Exhibit No. 7. I will represent to you that Clyde Jr.'s home is — well, I'll represent to you that Clyde Miller, Jr.'s driveway is directly under the H in Exhibit No. 7. Do you agree with that? This is Exhibit No. 7, Hampton Road?

A. Yes.

Q. Directly under the H is a driveway?

A. Yes.

Q. Going to a house?

A. Yes.

Q. Would you agree with me that that is Clyde Miller, Jr.'s home?

A. Yes.

Q. And that's the driveway you were standing in?

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A. Yes.
Q. Okay, and that Clyde Miller, Jr.'s property does not extend to Roy McGraw's property?
A. It does.
Q. It does?
A. No, no, I didn't — I didn't — I — I got the property that joins his line.
Q. Will you agree with me that Clyde Miller, Jr.'s property does not extend to Roy McGraw's property?
A. Sure.
Q. Yes, and the property behind Clyde Miller, Jr., extends behind Tillman Gibson?
A. Sure.
Q. And that was all owned by Frank and Patricia Miller in 2010?
A. That's correct.
Q. So my question is, again, why did you believe at that time that you were purchasing the property behind Frank Clyde Miller, Jr., and not Tillman Gibson?
A. Does that say all the property that joins Clyde Miller? All that property that joins him. Does this property not join him? It does, because it belonged to her. It didn't belong to Clyde. This property right here joins — it — the — from Roy McGraw's to that, that's all her property, but I bought all the property from her that

joins Clyde Miller, and that's his line and that's his line. That's what I bought.
Q. Okay. Why didn't you buy the property behind Tillman Gibson?
A. Because it didn't — it didn't come to his line. It came to Tillman's line. It stopped there.
Q. It didn't come to his line. It came to Tillman's line and stopped there? I don't — I don't understand that response.
A. Okay. Look at this right here.
Do you see this thing that looks kind of like a book? It's — okay. This — this is — this is Tillman's house. This is Clyde's house. This property from — all right. Here's the way it goes. All right. I got — that's his house there. This property is his line. I just get from there to his line, but up here it's not — it don't go from there on up. It's a straight line right through here. That's it, because this is Tillman's property, or whichever way it's going, maybe it's upside down now, but anyway, whatever it is, yeah, right here. This is it. All right.
BY MR. COMPTON:
This might be a better picture.
BY THE DEPONENT:
Yeah, I can hardly see it on that.

BY MR. COMPTON:
This has got — this one is in color. It's got the blue lines on it.
BY THE DEPONENT:
Okay. Now that's Clyde's house.
BY MR. IMHOFF:
Let's mark that.
(PLAINTIFF'S EXHIBIT NO. 8 MARKED FOR IDENTIFICATION)
BY THE DEPONENT:
Okay. See, whenever Ms. Miller gave him this property, she didn't come all the way to Roy McGraw's. She just gave him an acre. Gave him an acre here. Now back here, she still owned that house — I mean, that land. All right, but she just gave him an acre, so it left from back from her house all the way down until — until — to the first part I bought was all the way down to — yeah, all the way through here, too, when I bought this.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. What do you mean the first part you bought?
A. Well, I bought Frank's house later. I mean, Clyde's house later. I bought this property after I bought all of this.
Q. Okay.
A. What I bought the first time is where you see this from right there, this is what I bought, all of that, including that.

BY MR. IMHOFF:
Let's mark this.
(PLAINTIFF'S EXHIBIT NO. 9 MARKED FOR IDENTIFICATION)
BY THE DEPONENT:
Because she said I'm — "You're buying all the property that I have left, all of it from this line, if it joins Clyde's — if it joins Clyde, you're buying that property." So that's Clyde's line, so I'm buying all this property. That's Clyde's, so I'm buying all that property.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. All right. I've now marked this, your drawing, as Exhibit No. 9, but my question is very, very specific, and I don't seem to be getting an answer to it. Looking at Exhibit No. 8, —
A. Uh-huh (affirmative response).
Q. Ms. Miller and Mr. Miller's property extends behind not only Clyde Jr. but also behind the property now occupied by Tillman Gibson. Do you agree with that?
A. Yeah, it extends all the way — all the way through here.
Q. Okay, and your testimony earlier was that Frank Miller and Patricia Miller told you they were selling you all the property that they had not given to their children, correct?
A. That joins him.

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Q. Okay. Why would they say, "We're going to sell you all of the property that joins Clyde Miller, Jr." and not the property that extends behind Mr. Gibson's property?
BY MR. COMPTON:
Object to the form of the question.
BY THE DEPONENT:
Why would they? It's theirs. They could sell anything they want to. Clyde himself was curious why. He always thought he should have had this property, but she never — she never gave it to him. She only gave him one acre. So he pointed out to her, because he told me this, "David, I know when you put your fence up here why you did that, and I know why you didn't put it back here," he said, "Because I was not happy with you, and you knew you couldn't even come on my property. I wouldn't let you. So you put your fence all the way across. You didn't put a fence all the way around. You put it right there." He said, "I knew." He said, "But my kids camped out. They played back here. They knew, but we always knew it was your property."
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. That's what Mr. Miller, Jr., said?
A. Yeah.
Q. Clyde Miller, Jr.?
A. He knew I owned that.

Q. When you put your fence up, you put your fence straight back from Hampton Road along Clyde Miller, Jr.'s property and back to Mr. McGraw's property, correct?
A. Absolutely. All the way to it.
Q. All right, and you did that before the closing, correct?
A. This was bought ten years ago.
Q. Before 2010 you put that fence up?
A. Uh-huh (affirmative response).
Q. Is that right?
A. Yes, sir.
Q. Okay. All right, and then after the closing, —
A. When I bought Clyde's.
Q. — why didn't you fence in behind Clyde Miller?
A. Because before then Clyde would rather shoot me than sell me a house. After I bought the house, now that's what I always wanted was all of this back here, and Ms. Miller got very mad because I said, "You know, if she'll sell it, I still would like to have all of it all the way through because she still owns it."
And she said, "She's not going to." She got mad at Clyde and said, "I'm not going to sell it to him. I'm selling it to Tillman."
Q. All right. So in response to my question, the reason you didn't fence in the property behind Clyde Miller, Jr., is because he was mad at you?

A. And I couldn't drive in there.
So I put my fence up right here, because I wanted these goats closed off, and I put the trees, all those trees through there, look how big they are. I planted those trees all the way through there.
Q. Okay. If you had purchased the property that you say that you purchased back in 2010 behind Clyde Miller, Jr., you would have been within your rights to put a fence up?
A. Yes, sir.
Q. Correct?
A. Yes, sir.
Q. And you never did that?
A. Did not.
Q. Okay, and the reason for that is because Clyde Miller, Jr., —
A. Because —
Q. Let me finish, please.
A. Okay.
Q. Clyde Miller, Jr., was mad at you?
A. Uh-huh (affirmative response).
Q. Is that yes?
A. Yes.
Q. Okay, but you put a fence up all the way along his driveway, didn't you?
A. Yes.

Q. And he was mad at you about that?
A. No, it wasn't next to his driveway now. His driveway is way up here. I'm — I'm down further than that, but, yes, it's close. It's on his line, right on his line. That's where I put that fence right on the line.
Q. Okay, and he was mad at you about that?
A. He was mad because I bought the whole property.
Q. He was mad that you were next to his property, right?
A. He — he was mad because he was mad. I'll stop there.
Q. Okay. So he was already mad?
A. Uh-huh (affirmative response).
Q. But your theory is that if you closed in all of your property that you bought from Patricia Miller, he'd be madder?
A. No, the reason I — this, I drive by it every day. I work in here every day. I can see everything. I can see them every day. If I put a fence back here, one goat is worth more money than all this property is worth than what I have back there, just for your information, so why would I want to put a goat back in here and hide it where I can't even see it with a guy that don't like me? I didn't want anybody shooting one of them. He never did anything. At that time, he wasn't my friend.
Later on, he realized the goats didn't bother anything. They liked the goats, and I never put a fence,

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but as soon as I bought this, I did exactly what I wanted to do to start with. This is where I'm going to drive through, because it's easier to get to all — all of this is still hard to get into.

Now I bought that. I didn't need the house. I wanted — I wanted the property, and I wanted — then I fenced all my property then, because now guess what? I can drive up here and go right into it. I couldn't do that before. It didn't make sense to put goats back there that I couldn't use.

Q. Why did it make sense to put goats back there in the spring of 2018 all of a sudden?

A. Because I just bought it.

Q. Well, you hadn't bought it in the spring of 2018?

A. I just bought this house.

Q. Okay. When did you buy that house?

A. It closed sometime this year.

Q. This is 2019, Mr. Meeks.

A. Well, I've owned it for like a year.

Q. Okay. You did not own Mr. Clyde Miller, Jr.'s property when you put fencing up behind his property, correct?

A. No. When I — when I bought the property from —

Q. No, that's not correct, or, no, you didn't own the property?

A. All right. Ask me the question, again.

Q. Okay. Behind Clyde Miller, Jr.'s property, —

A. Uh-huh (affirmative response).

Q. There was no fencing back behind his property until the spring of 2018; is that correct?

A. That's correct.

Q. And when you put that fencing up, you did not yet own Clyde Miller, Jr.'s home?

A. Yes, I did.

Q. In the spring of 2018?

A. Yes.

Q. Okay.

A. I did. I didn't pay them then, but I already had an agreement to buy it. It was a contract.

Q. You had it under contract?

A. Yes, sir.

Q. So you didn't own it?

A. I put a deposit and everything on it.

Q. Was the deed in your name?

A. I don't think so.

Q. Was the title in your name?

A. I don't think so.

Q. Did you own it?

A. Did I own what?

Q. Did you own the property behind Clyde Miller —

A. I've owned that property since — for ten years I've

owned it.

Q. All right. Did you have a fence up?

A. No.

Q. Okay. Did you put the fence up before you got a deed or title in your name to Clyde Miller, Jr.'s property?

A. I don't remember.

Q. Did you put a —

A. When I put it up is this reason. I don't know the exact date, but once I knew that I was buying this house, I could do what I wanted to do, drive in here now. I could service. I could get in to build my other buildings back here, because now I can. I couldn't go through this big ditch across here and get to it, but when I bought this house, beautiful. Now I can go ahead and fence this in. That's what I always wanted to do. So as soon as I bought that, guess what? I fenced it in, and I put goats on it.

Q. Mr. Meeks, do you drive through Mr. Miller's property to get to your goats behind Mr. Miller's property?

A. I can.

Q. Do you?

A. Do I do what?

Q. Do you drive through Clyde Miller, Jr.'s property to get to the goats behind his property?

A. Now I do.

Q. You do?

A. Yes.

Q. How?

A. I just drive in the driveway and go right to it. I can drive all the way around the house.

Q. You drive in the driveway. Where is the gate to get in to the goats?

A. Where is what gate? There's only about six of them out there.

Q. You said that the reason you didn't put this fence up behind Clyde Miller, Jr.'s property is because you couldn't drive back there and get access until you owned Clyde Miller, Jr.'s property?

A. That's correct.

Q. So my question is when you bought Clyde Miller, Jr.'s property, how did that give you access to the goats back here?

A. I just drive in and go right in there to them.

Q. Go right in. Where's the gate?

A. Right there. There's three of them. There's double gates going in, then there's another gate going back there. There's a —

Q. Where?

A. Okay. Do you want another picture? This is going to take a long time.

Q. Well, let me tell you.

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So we've got this exhibit —
BY MR. COMPTON:
He —
BY MR. IMHOFF:
Hold on, Gary.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. We've got this Exhibit No. 9 —
A. Uh-huh (affirmative response).
Q. That shows Clyde Jr.'s property?
A. Uh-huh (affirmative response).
Q. Okay. It shows — it shows the fence next to the driveway or by that side —
A. The driveway is —
Q. — and it shows the back. Show me the gate that you drive through Clyde Miller, Jr.'s property to get into that property behind it? Where is the gate?
A. There's a wooden little old privacy gate right here now that's about like in this. That's a wooden fence, but I can just drive through here, through here, anywhere I want to. You can drive easy. There ain't no gate. Just drive right on in there and help yourself. Then right here, they start fencing here. I can go this way and there's gates there. Here's a gate. This one has got six gates in it, and then there's another gate.
Q. Write "gate" for me on that, will you, please?

A. Who can write better? Give me a pen.
Q. Here or here?
A. Holding fence. It's got one, two, three, four, five, six gates in it, and there's one that goes outside right there. That's seven, and there's one right there, it's eight, because I can bring these goats in here and hold whatever I want to do with them, and there's a gate right there to bring them. Maybe that's nine gates right there. Lot of gates, because these are wild goats, and I come down here, there's a great big gate right here.
Q. Write "gate" over here, too, please?
A. And then there's a gate right here, and then there's a huge gate right there. It's a whole complete breeding complex. It takes a lot of gates, and then there's a barn. Oh, my god, it's got gates and all kinds of stuff in it.
Q. The gates that you have drawn — can I have my pen back, please?
A. Sure.
Q. The gates that you've drawn in Exhibit No. 9 are all on Clyde Jr.'s property; is that right?
A. Yes, sir.
Q. And there's a holding pen on Clyde Jr.'s property now?
A. Yes.
Q. So all that was constructed in the spring of 2018 or

afterwards?
A. I would think so.
(PLAINTIFF'S EXHIBIT NO. 10 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. I'm going to hand you Exhibit No. 10. Do you recognize that as a letter from me on June 29, 2018?
A. I do.
Q. Okay. Would you agree with me that you erected fencing just prior to June of 2018 on the property behind Clyde Miller, Jr.'s property?
A. Yes.
Q. Okay, and did you also — did you own Clyde Miller, Jr.'s property at that time?
A. Yes. It was under contract. Either I owned it or it was under contract.
Q. Do you understand the difference between having a contract and having a deed or a title?
A. Never had a deed.
Q. Title?
A. Nope.
Q. So you did not have a title or deed to Clyde Jr.'s property?
A. No, no. I didn't get it until I bought it. I paid cash for it.
Q. My question is why did you put up the fencing in the

spring of 2018?
A. Because Clyde said, "David, we've had our differences, but I understand you've always wanted to have this property up here and put your fencing on it. Now you can drive through, I don't care. Do whatever you want to do back there," and I said, "Thank you, Clyde," and I started right — putting my fence up like I wanted to do ten years ago, but I wouldn't do it because I — I didn't trust Clyde. Now I do trust Clyde. He may not like me, but he's always been truthful. He would always do what he said, and — and so when he said, "Go ahead and do what you want to." He said, "I know. I appreciate you letting my kids shoot fireworks back here. I appreciate you letting them camp out back here. I appreciate you putting stuff when they build fires down here it's too close to your other goats down here." I knew he did all that stuff, but, you know, I — he didn't have a problem with it; but as soon as I knew that I was buying this property, guess what, now I can drive back there. My people can drive back there. We turn our cars around back there. It's very useful. It wasn't useful before. So I'm not going to spend all the money putting a fence back there with nothing in it. I wouldn't put the goats back there until I owned all of this, and then I put the fence on the rest of my property.

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Q. All right. You're presently leasing that home to someone, is that true?
A. That's true.
Q. Who are you leasing it to?
A. I don't know.
Q. Do you have a lease agreement with them?
A. Yes. Well, wait a minute. I can think of the girl's name.
Q. What's her name?
A. April.
Q. April what?
A. I don't know the last name. Another leasing company handles that. I don't — I don't mess with any of that.
Q. What leasing company?
A. I don't know that, either. My wife does. You'd have to call her.
Q. When did she move in?
A. Maybe a couple of months ago, maybe. Maybe longer.
Q. Okay, and you drive down her driveway to access your goats and have a holding pen on the property leased with her, and she doesn't mind any of that?
A. Well, I gave her one, and I have one, too. It's a big ol' place.
Q. You have one and she has one, too, what?
A. Driveways.

Q. So there's two driveways now?
A. Mine is 20 feet wide and hers is 20 feet wide. She can park a bus in there. She couldn't before. I've redone all that.
Q. And that's all on Clyde Miller, Jr.'s property?
A. Correct.
Q. So there are two 20-foot drive —
A. It was Clyde's. I own it now.
Q. So there are — right. There are 20-foot driveways now on Clyde Miller, Jr.'s former property?
A. Yes.
Q. One for the tenant and one for you?
A. I can use either one. It's normally for me, so I can always get my trucks down. I can drive around the whole property now.
Q. Around — around the —
A. I can drive —
Q. — Clyde Miller, Jr. property?
A. The whole property. I can drive a truck and trailer through there, and I've got double gates where I can come through anytime I like.
Q. Was any part of the reason that you put up that fencing because you had a conversation with Tillman Gibson after he began surveying the property and intended to buy it?
A. I had nothing whatsoever with Tillman.

Q. Okay. Did you see that he was having the survey property or the — I'm sorry — the property surveyed back there?
A. Not until it was done.
Q. What does that mean not done?
A. When I first saw it, I came by and I was curious. Down where I have this big trailer, it's been there for, I don't know, six or eight years on my property right in here, as we're talking about it, right behind the trees, and I come by and I saw some pink, it looked like survey ribbons and stuff there, and I drove up, and then up near Clyde's property, right there at the edge, there was one right there; and then when I was feeding goats on the back side over there, I could see there was — there was some inside his yard. So I was just curious. You know, what's all these survey? It looked like survey stakes to me. So I called him. Didn't get him.
Q. Called who?
A. Clyde.
Q. Okay.
A. Because I wanted to find out. So then I drove over there late one evening, and he was coming — coming out. And I said, "Clyde," I said, "I tried to get in touch with you, but I was just curious. What's all these it looked like survey stakes."
And he said, "Well, I was going to ask you the same

thing."
I said, "So you don't know anything about this?"
He said, "No."
I said, "You don't know who put the survey in" —
He said, "No."
I said, "Well, who do you think did that?"
He said, "Well, I thought it was you."
I said, "No, I — I didn't put any — I haven't done any surveys out here," and I said, "I did the survey on the back side down through there on Roy McGraw," but I said, "I didn't have anything to do with this."
So then he asked Tillman, "Do you know anything about these stakes," and he said, "Yes. I had it — I was trying to survey to find out where my property lines were," or something like that.
And so he said, "Well, who did the surveying?"
And Tillman told him who it was, and Tillman called that person and asked him, "Why did you come and go on my property without me letting you — letting you — permission to do this?" And they had some words, and then that was it.
Q. You mean Clyde, not Tillman?
A. Clyde didn't know, but when Clyde and Tillman was talking, he asked him, you know, "Why?" He said, "Because I want to know where the property lines are, and also I have an

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interest in buying all this property back here."

He said, "Well, you can't buy that property. David Meeks owns it."

He says, "No, I'm buying it from Patty Miller."

He said, "Patty does not own that."

Q. This is all conveyed to you by Clyde Jr.?

A. Yep.

Q. Okay.

A. And he also told me that — now back when Clyde didn't like me, he went down to the courthouse, and he saw on the records down there that there was about two acres of land in there that showed that it belonged to Patty. He said, "That's not — that's not possible." So he figured what happened there is when Patty gave him an acre of land, he took the same acre or acreage, whatever it was, I think it was about two acres now is what it was, that this lady, Peggy or something, she said her aunt was — was going to — but then they realized, and then she died. Well, Clyde liked that property. So that's when she said, "I'll give it." He said, "I want this one."

So he took the property, but when he got it checked out, the County had it perk tested. You know what that means, so it can have a sewer on it. It wouldn't pass perk.

He said, "Okay." Then Patty said, "I'll give you

the one up above it." The one where he's at where the house is at now. So he took that one, but what happened the two acres that he didn't take was listed somehow another in his name at the courthouse. So now he — but when Clyde left that, now he don't own that anymore. He moved up to the new — the new one where the house is sitting right now. He left that two acres vacant. He didn't own that. Never has owned it. The only property he has ever owned is the one I just bought from him.

Q. All right. Can I ask some questions?

A. Sure.

Q. All right. When did you put the fence up after Clyde Jr. told you that Tillman Gibson intended to buy that property?

A. I don't remember that. I just remember when I put it up its whenever I agreed to buy it from him.

Q. How long after you had you saw the surveying stakes did you put the fence up?

A. I don't remember the exact. Pretty sure —

Q. Days, weeks?

A. Oh, in weeks.

Q. Weeks?

A. Yeah, I'd say weeks.

Q. Less than a month?

A. Yeah.

Q. Okay. Now have you gone back and looked at the Souther surveying, the deed and the county land records to determine if you owned this property?

A. Well, according to Clyde, here's what happened.

Q. Well, I just want an answer to my question.

A. Okay. Do it, again.

Q. Have you gone back and looked at the Souther survey from 2010, the deed or Title to Real Estate from 2010 and the Spartanburg County website to determine if you own the property behind Clyde Miller, Jr., in 2018?

A. Yes, sir.

Q. You have?

A. Yes.

Q. Okay, and did you, according to that deed, that survey, or the county, own that property?

A. No.

Q. Okay. Then why would you put up fencing and goats on property that you did not technically own?

A. Okay, because I thought I owned it and I did own it.

Q. How did you own it?

A. How did I own it? Because I paid 15,000 for all that property that joined Frank C. Miller to the road, to the creek, and that was in it, so I bought it. According to the contract, that's what I bought. Now I didn't buy it from a survey. It had never been surveyed. I only bought

it by an explanation and a description of what I was buying, and I stayed within that description.

Q. Before you put your goats and your fence and your feet on that property, did you have a determination of whether or not you legally owned it?

A. Absolutely I knew I owned it.

Q. Legally owned it, Mr. Meeks?

A. Legally.

Q. Okay. Show me the document that gives you legal ownership to that property in the eyes of the court or the world?

A. Okay. I will, because that description says very clearly, and can I have the one that's not been corrected?

Q. It's —

A. A plat. A plat. There's two plats. One is not correct, one that is, but I could show a hundred thousand people that and they all look the same to them, but there's one discrepancy. There was two acres left out by accident, and I can prove that.

Q. Well, —

A. I didn't know about it and —

Q. Hold on a minute.

A. — Ms. Miller didn't know it, either.

Q. Hold on a minute.

You said there were two acres left out by accident of what?

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A. Of the --- what the surveyor put on paper.
Q. All right, and were those two acres transferred to you?
A. They haven't been.
BY MR. COMPTON:
He just said it was left out by accident.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Were those two acres transferred to you?
A. Nope.
Q. Okay. So in 2018 when you put your fence up, did you have a deed or title to those --- to that property?
A. I thought I did.
Q. Did you?
A. I thought I had it, according to what it said.
Q. A title or deed?
A. I'm going to say, yes, I got it from an attorney that said, "David, this is what you bought." I looked at it. Okay. It joins the lines. It looks good. It says its 4.47 acres. That wasn't right, but I didn't know that because I didn't know what land was in there. Ms. Miller didn't know what land was in there. Nobody knew what was in there. So when the surveyor gave it back to us, all of a sudden, "So, look here. There's 4.47 acres." That was wrong. There were 6.-something acres in there, not four, but I didn't know it until I did the second.
Q. All right. I have asked you to show me a deed or Title to

Real Estate that you own the property that you put goats on in 2018 behind Clyde Miller, Jr.'s house?
A. I'm pretty sure the attorney is going to bring it to you in just a second. I don't have it in my hands, but I have one.
BY MR. IMHOFF:
Okay. Gary, you want to give us a deed or a Title to Real Estate for that?
BY MR. COMPTON:
I'm sorry?
BY MR. IMHOFF:
He says you're going to bring us a title or a deed that shows that he's the owner of the property behind Clyde Miller, Jr.'s property.
BY MR. COMPTON:
Well, I don't want to speak for my client here, but I think what he means is that the contract that he has with Ms. Miller requires her legally to deed him all of that property. He doesn't have it, yet, but he's asked the court in this action.
BY MR. IMHOFF:
That's exactly right. That's exactly right. So, ---
BY MR. COMPTON:
He's asked the court and just hasn't acquired it.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. Mr. Meeks, you do not have a title or deed to the property that you fenced it and put goats on in 2018, correct?
A. I believe that's correct.
BY MR. COMPTON:
Not yet.
BY MR. IMHOFF:
Gary, come on.
BY MR. COMPTON:
Excuse me.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. In fact, that's what you filed in your Counterclaim for is for the court to give you that property, correct?
A. I'm asking the court to grant me legally what I was supposed to have had already that I didn't know I didn't have it.
Q. Why in the world wouldn't you wait until the court made a determination as to whether or not you owned that property before plopping your goats and your fence on that property?
A. Why? I just explained.
BY MR. COMPTON:
I object to the form of that question. It's argumentative, too.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Why wouldn't you wait for a court determination that you

legally owned that property before you put the goats and the fence on it?
A. I didn't know at that time that I didn't legally own it.
Q. Okay. I sent you a letter in June of 2018. Did you do any investigation to determine if the deed or the title from 2010, the survey and the county believed that you owned that property?
BY MR. COMPTON:
So I'm clear on what property we're talking about, are we talking about the property that's just a little half acre directly behind Clyde Jr.'s former property and not the property on the other side of the fence?
BY MR. IMHOFF:
Right.
BY MR. COMPTON:
Can we stipulate that that property, even though it's not a subject of a deed either, should be?
BY MR. IMHOFF:
No.
BY MR. COMPTON:
Okay. Well, when you were talking about —
BY MR. IMHOFF:
Hold on. I think he knew exactly what it was.
BY MR. COMPTON:
We're talking about two separate tracts of land that are

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fenced in. Let's just be clear.
BY MR. IMHOFF:
Let's do this. From now on, if you have a question, let's go off the record and step out, and let's stick to just object to the form, please.
BY MR. COMPTON:
Okay. I just —
BY MR. IMHOFF:
Per the rules.
BY MR. COMPTON:
I just don't want to be here through the weekend.
BY MR. IMHOFF:
Well, I agree with that, but I'm not doing — I'm not doing the testifying. I'm just asking my short questions.

(PLAINTIFF'S EXHIBIT NO. 11 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. All right. So I'm going to hand you Exhibit No. 11. All right. Exhibit No. 11 is the deed, Title to Real Estate that you received in 2010 from Patricia Miller; is that right?
A. It looks like it is.
Q. Is your signature on it?
A. I haven't seen it, yet.
Q. I'm sorry. You're right. Is your name on it?

A. It's on there, yes.
Q. And how many acres does it say are being transferred to you?
A. "All that certain piece, parcel or lot of land, with improvements therein, if any, lying, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as a lot containing 4.47 acres, more or less, on a plat of survey by David R. Meeks prepared by Souther."
(PLAINTIFF'S EXHIBIT NO. 12 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. All right. Let me stop you there.
I'm going to hand you Exhibit No. 12. Do you recognize that as being the plat referenced by the Title to Real Estate dated June 30, 2010, prepared by Souther Land Surveying?
A. I do.
Q. All right, and how many acres does that plat give?
A. "4.47."
Q. All right, and does that plat give you the property behind Frank Clyde Miller, Jr.'s property?
A. Yes.
Q. It does?
A. Yes.
Q. Where?

A. I don't —
BY MR. COMPTON:
Object to the form of that question. Plats don't give property.
BY THE DEPONENT:
It's just a picture. It looks good to me.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Does it give you, is in the 4.47 acres included the property behind Frank Clyde Miller, Jr.?
A. I know now that this is wrong.
Q. You don't like my question?
A. Do it, again.
Q. Does the plat from Souther Land Surveying dated July 16, 2010, include the property behind Frank Clyde Miller, Jr., where your fence and your goats are today?
A. Looking at it now, I'd say it didn't.
Q. Okay. All right, and who hired Souther Land Surveying?
A. I did.
Q. And did you read the Title to Real Estate at the closing?
A. I did not.
Q. Did you look at the Souther Land Surveying plat that you hired and paid for?
A. I did.
Q. And did you agree with it in 2010 when you purchased the property?

A. I thought it was correct, yes.
Q. Okay. Did Ben Souther ever walk the property with you in 2010?
A. Never.
Q. Did he send the plat to you before the closing?
A. No.
Q. So the first time you saw it was at the closing?
A. Yes.
Q. Did you object to it at the closing?
A. No, because I'm not a surveyor, and when I looked at it, it looked good to me. I knew that it came to the line and stuff like that.
Q. Where were your goats precisely prior to 2010, these goats?
A. They were somewhere within the hundred acres in Hollywild.
Q. Were they — were they ever — let me show you this.
I represent to you that this right here is the 4.47 acres in the Souther Land Surveying, okay, that goes to the creek. Were they ever on the other side of the creek?
A. Yes.
Q. Okay. Who owns the property on the other side of the creek?
A. Joe Bradley.
Q. Did you buy that property from him?
A. No.

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Q. And Joe Bradley, were you leasing the property from him?
A. Yes.
Q. When did the goats get onto that property?
A. Almost nine years ago.
Q. So approximately 2010?
A. Uh-huh (affirmative response).
Q. I see —
BY MR. IMHOFF:
I'm going to mark this as Exhibit No. 13.
(PLAINTIFF'S EXHIBIT NO. 13 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. I see on this Exhibit No. 13 a Joe and Judy Bradley, I guess, south of Amos Ray and Michael Anthony Fowler. Do you see that?
A. Yes.
Q. And here's Amos Wray?
A. Who is it?
Q. Amos Ray?
A. Okay.
Q. And then here at Hampton Road is Michael Anthony Fowler?
A. Uh-huh (affirmative response).
Q. Is that a yes?
A. Yes.
Q. All right. In 2010 you leased this property from — I'm sorry — Joe and Judy Bradley?

A. Uh-huh (affirmative response).
Q. Is that a yes?
A. Yes.
Q. Do you have a written lease with them?
A. No.
Q. All right. Are your goats still on that property?
A. Yes.
Q. Have you bought that property?
A. No.
Q. How much of that property do you use?
A. All of it.
Q. All of it. How much is there?
A. I don't know, maybe — never been surveyed.
Q. Never been surveyed?
A. No.
Q. More than an acre?
A. Yes.
Q. Okay. All right. Have you ever entered into an agreement with Amos Ray and put —
A. I don't know Amos Ray.
Q. — goats on his property?
Has Amos Ray ever complained to you that your goats were on his property?
A. There was some man, I don't know his name, but everything, but — but Joe come back and showed him it's not on his

property. It's on his property.
Q. Did you ever have to enter into an agreement with that man or Amos Ray?
A. No.
Q. To either lease — to either lease the property from him or compensate him for your goats trespassing on his property?
A. No, he's never told me that it has.
Q. Well, when you said there's a man that came, tell me what that was about?
A. When we first put up the fence down here, he mentioned, whoever this person was, some person, I don't know if he's Amos or not, but there's a -- there's a guy in there somewhere, but I came down with Joe, and we walked the area.
He said, "David, you're not on his property. You're on my property," and that ended it.
Q. Okay.
A. He never came back anymore after that.
Q. He claimed that you were on his property, though, whoever this man was?
A. He was questioning something back down there, yeah.
Q. Okay.
A. But I didn't know, so I went and got Joe who did know. He said, "No, it is okay. It's on my property."

Q. All right. Have your goats ever been on Michael Anthony Fowler's property?
A. Nope.
Q. Have you ever had a dispute with Mr. Fowler?
A. Nope.
Q. Have you ever leased any of his property?
A. No.
Q. Why didn't you walk the property with Mr. Souther back in 2010?
A. Because it was impossible. I have never, ever. I've been in jungles of Africa, and I've never seen property so thick that you could not go through it.
Q. Did Ms. Miller object to the fact that there was 4.47 acres instead of the three acres that she thought it was at the closing?
A. No objection whatsoever.
Q. Okay. You are now claiming that you purchased almost seven acres; is that right?
A. That's correct.
Q. Okay. Do you have any proof that Ms. Miller intended to sell you seven acres for $15,000?
A. On her word.
BY MS. MILLER:
Oh, —
BY MR. IMHOFF:

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Shh-shh-shh.

BY THE DEPONENT:

She did not know what was in there. She said she didn't know. Nobody could go in there. It was so thick, even --- I don't think the surveyors ever gone in there, really.

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. Well, Mr. Meeks, as a businessman and dealing in property and selling property, does it matter to you how many acres are in a sale?

A. Normally it would matter greatly, but I knew what I wanted, it couldn't be thick enough. I wouldn't want it to have been ten times that thick for what I was going to be doing with it, and I didn't care how many acres it was, because I just looking at it at a point, I said, "That will work for me." Nothing can go in there but a goat will enjoy it in there, and that's what I was buying it for.

Q. All right.

Would you agree with me that the seller may have a different opinion of the price of the property if the amount of land being sold more than doubles?

A. Well, I didn't know then what I know now, but knowing what I did know then, I did have some people in real estate that knew that general area. They said, "David, it's not

worth much, because," and they gave the reasons why it wouldn't be worth anything.

Q. Who are those people?

A. Brian Johnson.

Q. Who is Brian Johnson with?

A. He's with Johnson Brothers. He does real estate.

Q. Johnson Brothers is real estate?

A. Uh-huh (affirmative response). He knew about it then.

Q. He came and appraised the property in 2010?

A. He didn't appraise it. He just knew where it was.

Q. In 2010?

A. Uh-huh (affirmative response).

Q. He did?

A. Uh-huh (affirmative response).

Q. Is that a yes?

A. Yes.

Q. Okay.

A. He didn't come out and appraise it. He just looked at it and told me, because he knew all the property around there. I didn't. He did.

Q. He looked at it and told you how much it would be worth? Is that a yes?

A. No, I told him I was buying it. I said, "What's it worth?" He said, he didn't give me an exact. He said, "It's not very good property. What you going to use it

for?"

I said, "Put" ---

He said, "Well, you can put goats on it." He said, "It'll be all right for that. Got water on it?"

I said, "Yes."

If it had running water, and really, really, really thick vegetation, that's what I --- I didn't care about the gully, either. I just didn't know it was in there.

Q. How many acres did you tell Mr. Johnson it was?

A. We didn't know. We hadn't surveyed it, yet.

Q. How could --- how could anybody possibly evaluate a piece of property if they don't know where it goes or how many acres it is?

A. You're talking about Brian?

Q. Well, you and Brian?

A. Well, I only went by her description. I didn't know. She had her big old plat. She said, "I've given this child, this child, this child, and this was the last one I gave. So whatever I've got left from this line right here down is what I'm selling you."

I said, "Well, we can't get it surveyed?"

She said, "Well, I can't pay for the survey."

I said, "Okay. I'll buy it and I will survey it, but before I survey it, we're going to have an agreement and a contract."

She said, "Yes."

"So I'm going to describe it just like you told me. I'm going to be buying all that property that you haven't given to your daughters that starts with --- that joins the property line of Clyde front and back," which she showed me. That's Roy McGraw's over there, and this goes to the creek. Now I knew this --- where we're standing at this house, right down there somewhere there's a line. Where that line starts, I'm buying from right there all the way to the creek, the middle of the creek, and his line right back here was right on the other stand where we were standing. That's the back line, and it joins all the way to Roy McGraw, and that joins his property. That's what I'm buying. All the property that joins his property is what I'm buying.

Q. Okay. I'm going to ask you the question, again.

A. Okay.

Q. Did Brian Johnson give you a value?

A. He did not.

Q. Okay. Other than saying, "It's not a very good piece of property," did he give you an estimate of value?

A. He did not.

Q. And, obviously, neither you nor he knew how many acres it is?

A. Did not.

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Q. Okay.
So who else evaluated the property for you in 2010?
A. Nobody.
Q. So just you and Mr. Johnson?
A. She needed 15,000 bucks and I had it, and I wanted goats' space, and I bought it just like that.
Q. I understand that. Will you agree with me that according to your lawsuit and your testimony today she believed it was three acres at the time and you are now asking the court to give you approximately seven acres for $15,000?
A. I will say this emphatically. She told me she did not know how many acres was in there, but she believed there would be three acres or more, but whatever it was in there, "Whatever it is, David, you're buying all of it."
And I said, "I don't care if it was less than three, it's mine. If it's more than three," we always thought — and then we — then her daughter Kathy went down with us down there. She come back and she says, "Mom, now we found out that's 4.47 acres. He owes you another so many dollars."
I said, "Kathy, that's not right. Look at the contract."
And she said, "Mom, he's right. It says all that property," and there's more, so that's — that's the end of it.

Q. Is your testimony that no matter how many acres it was, it was going to be $15,000?
A. Exactly.
Q. Okay, and that — that Ms. Miller had no right to back out of the contract if it was double the amount of property that she thought it was?
A. She told me she had given all her children land. Whatever is left, she don't need it. She don't want it, and she's going to sell it to me for 15,000 bucks. I said, "Let's describe it," and we described it, and I gave that description to the surveyor to survey it.
Q. Do you understand my question?
A. Yeah.
Q. Can you answer my question?
A. One more time.
Q. Okay.
A. What's your question?
Q. Is it your testimony that you were going to get Ms. Miller's property no matter how many acres it was for —
BY MR. COMPTON:
Objection. The question has been asked and answered. Go ahead.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. — $15,000?
A. Absolutely.

Q. All right. I'm not going to mark this quite yet. Can you tell me what this is?
A. I don't have any idea what it is.
(PLAINTIFF'S EXHIBIT NO. 14 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. I'm going to hand you Exhibit No. 14. Is that a Souther Land Surveying Invoice for the survey of the property you intended to purchase from Ms. Miller?
A. I would say, yes.
Q. All right. It looks like it's stamped, "Paid, $650." Does that sound about right?
A. Sounds good.
Q. July 6, 2010.
Does that sound about right?
A. Sounds about right.
Q. Okay, and it says, "Boundary survey of 4.47 acres on Hampton Road."
Do you agree with that?
A. I agree with what it says, yes.
Q. Okay. Did you read this survey?
A. Never seen it.
Q. Did you pay it?
A. Somebody did for me.
Q. Did you hire Souther Land Surveying?
A. Yes.

Q. Before I mark that, can you tell me what that is?
A. No, I can't read it. What's it say? Pay. Pay. "Pay Patty Miller $500 check after the first 500 down payment. I now owe 14,000 balance."
Q. Is that your signature?
A. It looks like it.
Q. Do you remember what this is for?
A. I don't remember what it was for.
BY MR. IMHOFF:
Let's just mark it.
(PLAINTIFF'S EXHIBIT NO. 15 MARKED FOR IDENTIFICATION)
(OFF THE RECORD)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. As you turn it over, it has a July 7, 2010, Hollywild Animal Park phone number. Do you recognize that phone number as Hollywild Animal Park, 472-6336?
A. No, that would be a fax number.
Q. Okay. Is that the Hollywild —
A. Yeah.
Q. — Animal Park fax number?
A. Yeah.
Q. All right. So it looks like this was sent from the fax at Hollywild?
A. Yes.
Q. In July 2010?

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A. I think so.
Q. All right, and I read it, June 22nd, 2010; is that right?
A. Yes.
Q. "Paid Patty Miller $500" or "$500 check." Is that what it says?
A. Uh-huh (affirmative response). Yes.
Q. "The first 500," something, "payment"?
A. "Down payment."
Q. "Down payment." Okay. Then it says, "I now owe 14,000 balance"?
A. Yes.
Q. Okay, and it has your signature?
A. Yes.
Q. All right. Do you know who you're sending this to?
A. Well, I would think it went to Patty. I don't know where it went to.
Q. Patty has a fax machine?
A. I don't know. I don't know who it went to. That's been a long time.
Q. So you don't have any idea what this is for?
A. Nope. I don't know what that's for. "Paid Patty 500."
Well, she might have borrowed it from me. I don't know.
I don't know.
(PLAINTIFF'S EXHIBIT NO. 16 MARKED FOR IDENTIFICATION)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. I'm going to hand you Exhibit No. 16.
A. Okay.
Q. All right. This appears to be a Fax Transmission from Josh Henderson dated July 14, 2010, to David Meeks, Subject: Closing Statement. Do you see that?
A. Yes.
Q. All right. It says, "David, please call me with any questions. We will need you to bring a cashier's check payable to HBV Trust Account for the amount shown," etcetera, etcetera. I don't — I don't know if I have — I don't think I have all of this stuff.
Did you receive this fax?
A. I don't even know what it is.
Q. Did you show up at 2pm on July 15, 2010, to do the closing?
A. I would think so.
Q. Do you know what Mr. Henderson sent in the closing statement the day before?
A. No.
Q. It looks like it was three pages?
A. I don't know what it is.
Q. Okay. Do you know if you reviewed whatever he sent the day before the closing?
A. I —
Q. July 14?

A. I might have. I don't remember anything about it, though.
Q. When exactly did you and Mr. Clyde Miller, Jr., enter into a contract for the sale of his property?
A. Sometime last year.
Q. Do you remember when exactly?
A. Do not remember.
Q. Is there a contract?
A. Not that — I don't know that, either.
Q. If there is a contract with a date on it, will you defer to that contract date?
A. Yes.
Q. When did you begin talking to Clyde Miller, Jr., about purchasing his property?
A. Sometime last year.
Q. 2018?
A. Yes.
Q. How did it come up?
A. I was over there feeding the goats, and he had — he had called me a couple of times about buying that property, and I didn't — I didn't want to buy it then; and then I — he was out there on the road, and I stopped by and said hello to him, because he was right at — we're almost looking at each other, and I said hello.
We talked a few minutes, and he told me that he was thinking about moving somewhere and he was working on some

project, education stuff he was doing, and we chatted about different things, and then he asked me if I had an interest in buying that property, and I said, "Yeah, I have an interest in it."
And he said, "Well, if you'll buy the property, I'll sell it to you for what the balance payoff is on it," the lease when that come up. In other words, you go back and tell me how much you owe, and so he did, and I said, "Christmas time is coming. I'm going to do it," but I always make a lot more money at Christmas than I do in the spring time, so I said, "Then I'll take care of it. I'll pay you all of it then," and we agreed on a price, and then he gave me — I gave Lucia information about it, then we knew we were buying the property. From that time on I could do anything I wanted up there at that place. I started fixing it up and doing different things to it, you know. Cleaned the house. I cleaned it out, and then we bought it.
He had until — yeah, he had until September. He said he'd be out by September. I think he made it maybe in October, which was okay with me.
Q. September 2018?
A. Yes.
Q. That he needed to move?
A. Well, he was trying to get out, you know. He thought he

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would be out of there by then and I could do whatever with it after that; and when he moved out, I did go in and do a lot of things to it. Well, —

Q. When did he first start contacting you about buying that property?

A. I contacted him that — we just got together that one day. It's been sometime — sometime that year before September.

Q. 2018?

A. Yeah.

Q. Did he ever contact you before 2018 about buying the property?

A. Oh, yeah, several times.

Q. He did?

A. Oh, yeah.

Q. How far back? 2017, 2016?

A. I'd say it's three years ago, maybe it was.

Q. 2016?

A. He — whenever it was, he had it listed for sale. He had listed for sale two — two times, and I talked with a lady, went inside and looked at the house the first time, so I knew what it looked like in there. It looked pretty good, and then — then when didn't ever sell, then it came up again, and — and I didn't buy it then; and then now, I think he was kind of wanting to get rid of quick.

He just wanted to get it paid off because he was going to be renting another house or something. He didn't want to make two payments, and so I went ahead and made payments to him to go toward the balance, you know, after he moved out, a few of them, though, but he — I knew I was buying it.

Q. So from 2016 through 2018 he's trying to get out of that house; is that fair?

A. Yes.

Q. Okay, and he's moving to Columbia; is that right?

A. He's moving somewhere, yeah.

Q. I think that's what he testified to.

A. Yeah.

Q. And he didn't want to keep paying two mortgages, right?

A. That's correct.

Q. Okay, but he couldn't sell the house; is that right?

A. That's correct.

Q. All right.

So for two years you didn't — you didn't buy it?

A. No.

Q. Okay, but then in 2018 you agreed to essentially take over his debt on it?

A. Yes.

Q. And also to pay his mortgage on it?

A. Yeah, we paid his check straight to those people, yeah.

Q. When did you start paying his mortgage?

A. I don't know that.

Q. Was it before September 2018?

A. I don't know that.

Q. How did you pay it? Check?

A. Check.

Q. So there would be some check or some record of when you started paying it?

A. Yeah, somebody paid by check.

Q. Okay. Did you ever give him cash or money outside of that agreement?

A. No.

Q. Did you have any agreement with him about his testimony and thoughts on this litigation?

A. No.

Q. Did you ever give him anything else other than paying his mortgage and taking over his mortgage on the property?

A. Absolutely not.

Q. When did you have a conversation with him to go to Ms. Miller and offer her $5,000 for the property behind her?

A. Right after I bought, agreed to buy his property, I said, and — and — and several years ago he talked to me about doing it. He's always looking out for her. He thought that she should just sell that house and go live in a place that's easier. It would be easier for her that

she'd enjoy, and I would be a person that would want to buy it, either me —Tim wasn't involved then, I don't think, but the guy up on the end, nobody else could even get any property back there.

I said, "Well, you know what? I — I would like it. It joins me. I'd buy it all the way back. As a matter of fact, I would buy her house and her property, all of it, if she wants to sell it."

So he thought it was a good idea. He went up and talked to her about it. Whoa, everything went crazy. I said, "Hey, that's okay. I don't need it. I just was going to buy it, but if they don't want to sell it, that's fine. I don't — I don't care."

Q. What —

A. "I just want to buy your property."

Q. What was the $5,000 to buy?

A. Do what now?

Q. The five — was it $5,000 that you offered?

A. For what?

Q. For Ms. Miller's property through her son Clyde that he testified to?

A. I didn't offer anything to him to buy it. I just told him I would buy it.

Q. Okay. Buy what?

A. I would buy the property that goes behind her house, or I

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would buy her property and her house. I would buy everything.
Q. Okay. What about the property behind Tillman Gibson?
A. I'd buy that, too.
Q. Okay. Did you ever put a numerical number on —
A. No.
Q. — an offer?
A. No.
Q. All right. So when Clyde Jr. testified it was $5,000, that didn't come from you?
A. It could have. Now I don't remember all of that. If I just said it — during our conversation, we just talked briefly about that. I said I'd have an interest. He he might have asked me, "What would you pay for that little bitty piece back there?"
Q. What little bitty piece back there?
A. This little piece that goes from behind Tillman's back to her. It's a little bitty, it's not even an acre.
Q. Looking at Exhibit No. — what is that? Fifteen?
A. Thirteen.
Q. Thirteen?
A. Uh-huh (affirmative response).
Q. You're talking about this acre piece of property behind Tillman Gibson?
A. That's not an acre, my friend.

Q. Well, I can't see it.
A. Well, if you could, —
Q. What is it?
A. — it ain't that big. It's a little ol' bitty piece just like that one right there. It's a little bitty short piece back there. That's it.
Q. My question is less concerned about the size of that property —
A. I said —
Q. — and more as to what the $5,000 was for?
A. If I said it, it would be for the property, because it's not even an acre.
Q. What property?
A. The one that joined me right there.
Q. You're pointing to the property behind Tillman Gibson?
A. Yes.
Q. Okay. Was it also for the property behind Ms. Miller?
A. If she'd sell it, yeah, I would take that one, and then I would buy some more. I would buy all of it. That's what I said. I'd buy all of it.
Q. Mr. Meeks, I'm just trying to get to the bottom of when you offered —
A. Ask me one more time and I'll —
Q. When you offered $5,000 and said, "Clyde, go take $5,000 to your mom to purchase ex-property," what was the

property that you were offering $5,000 to purchase?
BY MR. COMPTON:
Objection. Objection.
He's already testified that he didn't offer $5,000 for any property.
BY MR. IMHOFF:
All right. Gary, please stop.
BY THE DEPONENT:
Well, I —
BY MR. IMHOFF:
Just object to the form.
BY MR. COMPTON:
The question has been asked and answered.
BY MR. IMHOFF:
It has not.
BY THE DEPONENT:
Okay. Well, I'll answer it for you.
BY MR. IMHOFF:
Please stop doing that.
BY THE DEPONENT:
I'll answer it for you.
BY MR. COMPTON:
Okay. Go ahead.
BY THE DEPONENT:
Again, you asked me, "Did I give him five?" I didn't

remember that.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. You're not sure?
A. I'm not sure.
Q. All right.
A. But if I did offer him 5,000, it wouldn't be for her house and everything, but I don't even remember offering 5,000, period.
Q. Okay. All right. So you may or may not have offered the $5,000 number, fair?
A. Right.
Q. But you did offer to buy some of her property?
A. I would buy the piece behind Tillman, so it joined me and get me all the way to the rest of my property, and I'd also buy her house when that time — I wasn't wanting her to sell it to me. If it would have helped her, because they are the ones that said she needed money. I said, "Well, I'll buy her house."
Q. I'm trying to be very, very specific.
When you sent Clyde Miller, Jr., to talk to his mother —
A. I never did that. I never —
Q. You didn't send him?
A. I never sent him to talk to her about it. I just mentioned to him briefly, "I'm buying your house," and he

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— "and if your mother ever wants to sell, I'll buy hers, too," but I didn't send him to ask her about it. Now he — he could go and talk to her, but I didn't send — he wasn't my agent or anything like that. It's just — remember we were all friends back then. We still are friends. I don't want to do anything to hurt that lady. I'd help the lady today. I'm upset with what's happening. This has been kind of a crazy thing for me to get into right now.

Q. Well, okay. You were here for Mr. Miller's testimony, correct?

A. Absolutely.

Q. All right. Do you remember him talking about the $5,000?

A. I don't.

Q. Now we're back to did you ever ask Clyde Miller, Jr., to go to his mother to get her to sell property to you?

A. Never, never, never, never —

Q. Okay.

A. — did I ask him to do that.

Q. So in the last 15 minutes, when I'm trying to get you to describe what property it was that you were offering to buy from Ms. Miller, what you really meant to say is, "I never sent Clyde Miller, Jr., over there to offer her anything" —

A. No.

Q. — "for any property"?

A. No, absolutely not.

Q. Okay. Okay.

A. He's her son, and he knows about the — all the stuff around there. I just made an offer for a lot of different things.

Q. All right. Let's go back through it.

You wrote the contract for sale; is that right?

A. Yes.

Q. The Agreement to Buy Property?

A. Uh-huh (affirmative response).

Q. Is that a yes?

A. Yes.

Q. Okay, and you hired Souther Surveying; is that correct?

A. Yes.

Q. Okay, and you gave Souther Surveying the outline of the property?

A. No. I gave him the contract. "You go survey what I've asked you to survey. This is our agreement now. We don't — I don't know what's in there. Ms. Miller don't know, but this is what you are to survey. Please survey it for me."

Q. And he returned the survey to you, correct?

A. Well, he went through the attorney, I guess.

Q. And you paid for it?

A. Yes.

Q. And you signed or — I'm sorry — and you paid $14,000 to get a Title to Real Estate with this Souther Surveying?

A. Yes.

BY MR. COMPTON:

Actually, I think it was 15,000.

BY THE DEPONENT:

15,000, yes.

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. All right. You paid $15,000 to get a title to the property reflected in the Souther Surveying?

A. That's correct, but I might add one thing to it, but I won't.

Q. Go ahead.

A. No, I had a question, but we'll get it on the next one. I'm getting hungry.

Q. Now you've hired Souther Surveying, again, in 2019; is that right?

A. That's correct.

Q. All right. Tell me what conversations you've had with Souther Surveying in 2019?

A. Okay. 2019 is when I got a big surprise. A neighbor, Mr. Roy McGraw, was pushing brush and stuff that I thought was going up against the fence line that joined the property I bought from Ms. Miller and him, but, you know, it was

surveyed, but I don't know exactly where that survey, where the line is. So I don't know for sure.

I'd ask him where the old fence line was that put Frank put up, that's supposed to be the line, but --- but you never know, but I know Roy is pushing stuff all across into my property and pushing my goat fence down.

So I asked him, you know, "Hey, can you just kind of clean that up and all?"

So he got ballistic on me.

So I said, "Well, you know what, I'm going to survey this thing and make sure I've got the correct line, and then I'm going to do something about it."

So I had it surveyed, and sure enough my line was actually 15 feet further over than where the fence was.

Q. At the Roy McGraw property?

A. Yeah, and — but I just went by the old fence line that Frank Miller put up, but — but his stuff is pushed all the way over even that line.

So I go back to him and ask him to have it cleaned, and he didn't do it, So the environmental people come in, and he cleaned it; but I was down there looking at it, and I asked the fellow that surveyed it, I said, "Why did you stop right here?"

Q. So you went out and met this — this gentleman?

A. This new surveyor, yeah.

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Q. In 2019?
A. Yeah. I said, "Why did you stop where you stopped?"
Q. And you were showing him the 4.47 acre plat?
A. I'm not — I'm just — I'm like all I did was told him to come out and survey the line on the back side over there.
Q. Okay.
A. From what I bought. So he takes that survey, looks at it, and he goes up there and he marks, all he did was mark it. See all the little pink lines. Okay. I see where it goes and stops. I said, "Why did you stop right there?"
He said, "Because that's where the mark stops."
I said, "Well, that's not right." I said, "You see that fence up there?"
He said, "Yeah."
I said, "That's where the line is."
He said, "Well, you better go get this corrected."
He said, "You've got a problem here. Whoever surveyed this, they drew the picture showing it to that line, but they stopped way down here."
Q. I honestly don't have any idea what you're talking about.
A. I'm going to show you.
Q. So could you show me?
A. Yes, sir.
Q. This is Exhibit, I think, 15, yeah?

A. All right.
Q. All right. You're talking to somebody?
A. Make sure I've got the one, the old one.
Q. This?
BY MR. COMPTON:
That one?
BY THE DEPONENT:
This one right here.
BY MR. IMHOFF:
Well, it's an exhibit in here somewhere. All right.
BY MR. COMPTON:
Let's refer to the exhibit. I'm not even sure that one has been marked, has it?
BY MR. IMHOFF:
What exhibit is that?
BY MR. COMPTON:
It's Plaintiff's Exhibit 12.
BY THE DEPONENT:
Okay. When — when I went down with the surveyor and he marked all the little ribbons and he stops. Actually, he did stop right there.
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Mr. Meeks, is this in 2019?
A. 2019, yeah.
Q. And this is not Ben Souther? It's someone else?

A. It's somebody else.
Q. Okay.
A. Somebody else, he — because I'm just — he's marking before he stops. I said, "Why did you stop right there?"
He said, "Because that's where the pins are," and I — my fence is way up here. Now this is wrong. I didn't know that then, but it — this is supposed to be Clyde's line right there, and so when the guy showed it to me. I looked. He's a surveyor. He's done, I think, he's done — but I didn't really realize what you did, brother? You said, "4.47." I thought he was right. He was actually not at Clyde's line. He was at the line that Clyde was going to get the first time that they decided not to do it, and they moved on up to here. This is where Clyde's house really is, and that's where my fence is is right here. My fence is right there.
Q. All right. So was it in 2019 when you had the property surveyed again due to your dispute with Roy McGraw that you first became aware of the mistake —
A. Yep.
Q. — you are claiming in your Counterclaim?
A. Yes, sir. That's correct.
Q. Well, it can't be, but okay. Go ahead.
A. That's it. All right. Now, so when I see it, this surveyor says, "David, there's a problem here. It's

obvious that you've had your fence there forever and ten days, and you've got your trees growing, just like you said, but you need to get this corrected, because that is wrong."
Q. Are you sure this is in 2019, because you filed a Counterclaim —
A. Well, then maybe it's 2018.
Q. Okay.
A. It's been about a year ago. It's been awhile. Time is going by fast now.
Anyway, when I realized there was a problem, I didn't know there was a problem. That's how I found out there was a problem, because the guy stopped down here. I said, "No, my fence is way up here. Not down there."
He — so I go back and I go and call Ben. Ben says, "Why are you waiting ten years to bring this up?"
I said, "Because, Ben, I just found out about it."
He said, "Well, what was the problem?"
I said, "Take a look at this, Ben. I'm not a surveyor. An attorney hands me this piece of paper, and you surveyed it. I'm not questioning your credentials. I thought four point. I'm not worried about how much it was. I just saw that this was Clyde's line and that's where it came to. It looks right to me, because that's Clyde's line." It's really not Clyde's line. This is

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Clyde's line right here. That was the old one, but I bought everything from his house and he's only ever owned was this one. From here back is what I bought.

Q. So 2010, Exhibit No. 12 looked right to you?

A. Oh, yeah.

Q. All right. So did you ask him to do a new — a new survey in 2019?

A. I didn't know what to do, but back then, when I found out about in '18, I said, "What do we do about this, Ben? That's a problem."

He said, "Well, I see what you're saying. There's a problem." He said, "What the easiest thing to do just ask Ms. Miller to give you Quitclaim Deed."

I said, "Are you kidding me? I'm an old geezer just like her. When someone says get a Quitclaim Deed, what we saw in the movies was someone is fixing to pull a good one on somebody is what we called it back then. That's what she would think."

I didn't call her. I said, "You figure out how to correct it," and I got all my texts and everything on the phone to prove I had that conversation when. It's on there, but he didn't.

Okay. So I left it alone, and I asked my attorney, "What should I do?"

Q. Let me stop you a minute.

When you talked to him initially —

A. Uh-huh (affirmative response).

Q. — had you received my June 2018 letter, yet?

A. I don't remember that.

Q. Had we filed a lawsuit against you, yet?

A. I don't remember that.

Q. Okay. Go ahead.

A. Okay. So, anyway.

Q. Don't tell me what you talked to your attorney about, by the way.

A. I won't do that. He's done kicked me seven times. I'm kidding. He's sitting way over there. Anyway, but back to this. When I realized the problem, I did talk to my attorney.

He says, "Well, it is what it is. Leave it alone," and I would just leave it alone until I decided how I was going to handle it, but — but that — but that guy who surveyed it, he said, "David," he said, "That's a problem. You need to get that — because it should be — I know this picture does not represent what he did. You were misled. That's — that's — that guy's problem. He's got a problem there, and" —

Q. Who?

A. The surveyor has a problem.

Q. Who was it?

A. Ben Souther. Ben made a huge mistake.

Q. Who said he made a huge mistake, he's got a big problem?

A. The guy who surveyed this outside line that saw the problem.

Q. Who also worked for Ben Souther?

A. No, no, no, he's a different guy. He didn't even know Ben Souther, probably. I didn't use Ben.

Q. You got a completely different survey done?

A. Oh, yeah.

Q. Where —

A. Ben's already made one mistake.

Q. Where is that?

A. Where? Who is he?

Q. Why don't we have it?

A. You didn't ask for it.

BY MR. IMHOFF:

Gary, why don't we have it?

BY MR. COMPTON:

Hold on. Let's go off the record just a second.

BY MR. IMHOFF:

Let's stay on the record.

BY MR. COMPTON:

I remember when you had that issue with Mr. McGraw, and you hired a surveyor not to draw a plat but just to show you where the property line is.

BY THE DEPONENT:

Just to mark the line, again. That's all I wanted.

BY MR. COMPTON:

He didn't — he wasn't getting the survey done.

BY THE DEPONENT:

Actually, I didn't even hire him. My son hired him to survey some stuff over at his new house he put in, and while I was here, I said, "Can you ask that surveyor to come over and mark the line on this outside that joins me and Roy McGraw?"

And the guy said, "Yeah."

I paid him 500 bucks. He come over there and drew out the little line, but then I said, "Wait, what's — you stopped right here."

BY MR. IMHOFF:

All right.

BY MR. COMPTON:

So there's no plat.

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. Did he ever give you a plat?

A. No, no.

Q. He just went out there and marked it?

A. Uh-huh (affirmative response).

Q. Is that a yes?

A. Yes.

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Q. All right. Have you resolved your issue with Mr. McGraw?
A. Yes.
Q. Does he believe that where this surveyor marked is the proper property line?
A. He didn't care one way or the other. It didn't affect him. That didn't affect him at all.
Q. All right. What's the name of that surveyor?
A. I don't know, because I didn't hire the guy. He did — my son hired him. I can find out for you.
Q. Where's your son's house?
A. He's on the back side of Hollywild.
Q. Where? You can use any one of these exhibits.
A. How soon was this done? It's a new house. I don't see it. It's way over there somewhere. It's right next to Little Mountain Road. If this is across, you go down this way and you go down way over here and it's on that side.
Q. Okay. So, Mr. Meeks, why is your son hiring a surveyor regarding this property where your goats are and Mr. —
A. Because I —
Q. And Mr. McGraw nowhere near his property?
A. Because I didn't have the money, no. The reason is he had a surveyor at his house over there. He was building a new house, and he needed a surveyor, because I was giving him some acreage. So we brought the surveyor in. He said, "There's your property right there," and he's got his own

little property and his stuff, and that surveyor got paid for that, but I said, "Austin, while you've got him back there, send him over to me and see if he'll just do this one little — just mark the line. That's all." So he took this, went up there and marked the line, and surely he got just exactly what's on his paper. That's what he went by. He showed me where it was, but he stopped so short. I said, "What's the heck is going on?"

He said, "That's where it stops at."

I said, "Well, that ain't right. My fence is up here."

He said, "Well, you better go back and talk to that attorney — that surveyor because he's wrong."

Q. Okay. Your son's name is Austin Meeks?
A. Austin Meeks.
Q. What's his address?
A. I don't know that, either.
Q. Can you get me the name of the surveyor from Austin?
A. Sure. He's in Seattle right now.
Q. So the question was when did you go back to Ben Souther with this issue?
A. When I went back to Ben was after, when I found this out, at that time I did not know that the Millers thought there was — knew that there was a problem, because Frank, I mean Clyde, he went down and saw the same thing that all

these people saw, because if you go down to the records today in Spartanburg County, it's still going to show that there's two acres in there that belongs to Patty Miller, because Clyde went down. This — is this the new one?

BY MR. COMPTON:

Yes.

BY THE DEPONENT:

Okay. All right. Right here is where my fence is. Right there is where my fence is. It's been there for nine years. Ben drew this, because he thought this was Clyde's line. Clyde never, ever owned it. He was going to own it, but instead he changed it and bought this one, but when we talked, we're at his house. It was never there. It was always here, but this surveyor went down there, looked at the records. I don't know if he even surveyed it. I'm not saying he did or didn't. I'm saying he got it wrong. He went by the old marks that — of Clyde's property he never did own, but he went by that, because that was his line. It showed it in the records, but Clyde goes down and checks it out. He said, "Well, I don't know what you and my mother has got going. I thought maybe you sold — you all sold it back or something."

I said, "No."

He said, "Well, I knew you always owned this up here."

I said, "No, I didn't give her anything back. I've always owned it."

Then — then they told him there that that's, "Oh, no, that's a mistake." He said, "That's Meeks' property."

They told him there at the — at the — what do — down there at the courthouse.

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. Talking about Ben Souther?
A. No, not Ben Souther.
Q. No, that was my question.
A. Clyde went down.
Q. We did this, again. I asked you when you went back to Ben Souther and said, "You made a mistake," and tell me about that conversation?
A. Well, I had several things about that, but later on is when I contacted him and said, "What are you going to do about this?"

He goes back in there and he realizes, he's probably realized some information. He found out on his own where he made a mistake, and so he corrected it. That's why this is redone. This, this one is right. That one is wrong.

Have you put them side by side to see what they look like? But when you look at — if I hold this up to you

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and I'm buying this property, and if that's Clyde's house, I know it's supposed —

Q. What exhibit number is that?

A. This is Exhibit 4A or A, something 4.

Q. No.

BY COURT REPORTER

That is 13.

BY MR. IMHOFF:

Thirteen.

BY MR. COMPTON:

The sticker.

BY THE DEPONENT:

Okay. Anyway, what I went by, when you look at this, you show my property right up against Clyde's — no, this is an old one here, but this is — it shows this property right up here. It's supposed to have been right up here. That's where supposed to have been on this one, but that was wrong, because this is Clyde's real house. My fence is right there now. Right there is where my fence is. It's been there for nine years, but in the county records it's still showing this right here as Clyde's house. Clyde has never, ever, ever owned it. He tried to own it, but he couldn't. So they moved him up to here. Now he owns — but the day that we did this contract, we were standing right here talking at his house about all that

land down. Ben went to the old house. He made a huge mistake. If he hadn't made a mistake, we would not be here today, but when they went down there and they saw, "Oh, look here, we've got two more acres." No, it was a mistake made by Ben, and they — they don't know what. They just record what they get. It was recorded wrong.

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. When did you first contact Ben Souther, Souther Surveying, and claim that he made an error in — in the plat that you used in 2010?

A. This year.

Q. 2019?

A. Uh-huh (affirmative response).

Q. Is that a yes?

A. I believe so. Was it not?

Q. Okay.

A. Maybe it's further back.

Q. All right. That's fine. All right. So, —

A. I don't remember the exact date, but, anyway, it hasn't been long, but I didn't know this, but I think Clyde and you should have known this, because you thought that property was for sale, but you knew that I bought everything from Clyde's house down. This wasn't —

BY MR. COMPTON:

Who are you talking to now?

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. Yeah, Mr. Meeks, let's just get through the questions.

A. Yeah, I'm sorry.

BY MR. COMPTON:

Talk to him but not anybody else in the room.

BY THE DEPONENT:

Okay. I'm sorry. Sorry.

DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. All right. What did you say to Mr. Souther when you had this first conversation with him after you realized that you thought a mistake had been made?

A. I said, first, I called and I explained what happened. I won't go through all that, again; and at that time, though, I did not know why he did what he did. We found out that later. I just knew that there was a problem, but Ben knew, when he — when he heard this, he said, "Hmm," —

Q. Can I just stop you —

A. Sure.

Q. — so that I can get through my questions?

A. Yeah. Go ahead.

Q. Because we're — he's right.

A. Yeah.

Q. We're going to be here all weekend —

A. Okay.

Q. — if you keep testifying.

A. All right.

Q. So did you have a conversation with him, and then he went and looked and investigated what he had done nine years earlier?

A. Yes.

Q. Eight years earlier?

A. Correct.

Q. Okay, and did he come back and call you and say, "Well, Mr. Meeks, you're right, based on what you told me, it should be something different"?

A. Yes.

Q. All right.

A. And what I — what I would suggest to start with was, "Go to Ms. Miller and just get a Quit — because you need a title for that property."

Q. Who said that?

A. Ben.

Q. Okay, and you said, "I'm not going to do that"?

A. Well, after I talked — then I got my attorney involved.

He said, "Wait a minute now."

Q. All right. Well, your attorney has been involved since 2018?

A. Uh-huh (affirmative response).

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Q. Okay? Do you understand that?
A. Yes.
Q. So were you talking to Ben Souther before we served you with a lawsuit?
A. I don't remember.
Q. Whew. All right. Have you threatened to sue Ben Souther?
A. No.
Q. All right. Have you demanded that Ben Souther redraw the plat that he did in 2010?
A. Did not demand, but I did request.
Q. In that conversation did you ask him to include specifically the property behind Clyde Jr.'s property?
A. Didn't even mention it. I said, "Just look at what we talked about on this contract like I did the first time and get it right," basically is what I said to him.
Q. All right. So when I take Ben Souther's deposition, he is going to say that, "Mr. Meeks did not tell me where the boundaries should be. I only used the contract from 2010"?
A. I think that's exactly what'd he say.
Q. Okay, and you had no input into him redrawing the boundaries in the 2019 plat survey?
A. Nothing whatsoever.
Q. All right.
A. Not a thing.

BY MR. IMHOFF:
All right. Let me talk to them.
(OFF THE RECORD)
DIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Do you know if there was ever a document as Ms. Miller claims that she was selling three acres?
A. No, I don't.
Q. You don't know if there is one or you know there is not one?
A. There would never be one that I had anything to do with.
Q. Who put up the fence on the — I'm going to call it the new fence on the property behind Clyde Jr.'s property?
A. Me, Robert Miller and a couple other guys.
Q. Who is Robert Miller?
A. Her grandson, Ms. Patty Miller's grandson. I'm sorry.
Q. Who are the other guys?
A. Brian Hubbard.
Q. Brian Hubbard?
A. Yep. Sam Hammett might have had a little bit to do with it.
Q. All right. So you didn't hire somebody?
A. Oh, no.
Q. You used —
A. They're all my people.
Q. All that work with you?

A. Yes.
Q. All right. Does Roger —
A. Robert.
Q. Robert Miller still work for you?
A. Not now.
Q. No? Was he dismissed or did he leave on his own?
A. I fired him. No, I'm just kidding.
No, he left on his own. He — he's got a new little baby, and he's moving somewhere.
BY MR. IMHOFF:
All right. I don't have any further questions for you. Thank you.
CROSS EXAMINATION BY MR. COMPTON:
Q. I just have a few. Mr. Meeks, I want to ask you, first of all, about the -- this would be Plaintiff's Exhibit No. 1. This is a Google Earth map. Actually, this one actually looks a bit or the one that I was handed looks a bit clearer, but I just want to ask you some things about it. Down in the corner it says, "2018 Google." Do you see that?
A. Uh-huh (affirmative response).
BY MR. IMHOFF:
Are you looking at Exhibit No. 1?
BY MR. COMPTON:
Plaintiff's Exhibit No. 1, yes.

CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. And just pointing out to you, that's Ms. Miller's house, right?
A. Okay. Uh-huh (affirmative response).
Q. That's Tillman Gibson's?
A. Uh-huh (affirmative response).
Q. That's your house now?
A. Yes.
Q. Okay. Now the fence runs along that driveway shown, the fence that you put up in 2010 runs along that driveway; is that right?
A. Yes, sir.
Q. Is that shown on that or do you see that in that picture?
A. The fence?
Q. Yes?
A. No.
Q. All right. You've made some other improvements. What is that structure right there, which is part of your property, I believe?
A. Well, no, that's — that's the big giant goat barn.
Q. That is the goat barn?
A. Uh-huh (affirmative response).
Q. What is that structure right there?
A. That's a big trailer, 52-foot trailer, semi-trailer.
Q. Now there's another structure over here that's closer to

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the property line, isn't there?
A. Yeah, there's one right now there is. It's not showing here.
Q. Okay.
A. What is this right here?
Q. That's —
A. That's Roy's property.
Q. That's Roy. All right.
A. You can't see it, but there should be one. This is the house. There should be one right in there.
Q. Okay, but you don't see it in the picture?
A. No.
Q. When did you build that?
A. Probably, maybe two years ago.
Q. So that picture is at least two years old or more than two years old?
A. Yeah.
Q. All right. If the fence you put up in 2010 is not shown in this picture, then this picture is older than that?
A. Yeah.
Q. Is there anything else that you have built on this property since you bought it that should be shown there if it was a fairly recent picture that's not shown there?
A. Yeah.
Q. See what I'm asking?

A. Everything is on there. There's some things on there that's on there now, because there's a new building right in here.
Q. Yeah, I'm just trying to determine how old this picture is.
A. Yeah, because that's — I mean all my stuff right in here is not there. Let me see, where's it at? Like, yeah, his house is right — this is the house right here. Okay. There's — I've got another building right here and right in there. This is pretty old, and I've got a bunch of stuff right in there.
Q. Okay.
So just for the record and just to clarify, how old do you think this picture is? Was this picture taken before you bought the property, you think? Is it older than 2010?
A. This one is older what?
Q. Is this — is this aerial photograph of the property that we're talking about today, is it older than 2010?
A. Oh, no.
Q. Okay.
A. Oh, I don't think so now.
Q. Okay.
A. Is it older than 2010?
Q. Right.

A. I — I don't know how old it is.
Q. Well, if it doesn't show the chain link fence, then it's older than 2010, right?
A. That's right.
Q. Because that's when you put the fence in?
A. That's true.
Q. All right.
Let me show you something that I've seen for the first time today and that is this, and let's mark this as Defendant's Exhibit No. 1.
(DEFENDANT'S EXHIBIT NO. 1 MARKED FOR IDENTIFICATION)
(OFF THE RECORD)
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. All right. Looking at Defendant's Exhibit No. 1.
It is just a — it's not an official plat, is it, because it doesn't have a surveyor's name or information on there?
A. It looks like that, though.
Q. Okay, but I'll represent to you that it is a copy of something of a plat that's referred to as boundary survey for Tillman Gibson, and I can't make out the date or anything.
BY MR. COMPTON:
Jason, do you have the — one of the one of these large plats? This is a photograph of it. Do you have one at

your office? Not sure?
BY MR. IMHOFF:
It looks like it, but it would be in here, so maybe no.
BY MR. COMPTON:
Okay.
BY MR. IMHOFF:
That may be Tillman Gibson's, and I just took a picture of it, maybe?
BY MR. COMPTON:
Okay. I can't make out who the surveyor is, but I'd kind of like to know.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. But, anyway, just looking at this boundary survey, point out where the fence line is on that picture.
A. This is — this is Clyde's house. This is his line right there.
Q. Okay. So I'm —
A. The fence is right through there.
Q. I'm going to mark that. I'm going to mark that line red.
A. That's the fence.
Q. That's the fence line?
A. Uh-huh (affirmative response).
Q. All right. Now, and I — of course, we don't know this, because Mr. Gibson is not here, but let's assume that he made this — had this survey done in anticipation of his

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purchasing the property from Ms. Miller. Do you see these property right here that I'm pointing to?

A. Uh-huh (affirmative response).

Q. Is the property behind that is equally behind —

A. Tillman.

Q. — Tillman and Frank Jr.'s old house, which is now your house?

A. Right. Uh-huh (affirmative response).

Q. All right. You see this plat has also drawn a line all the way to — that corresponds with the fence line, does it not?

A. It does, yes.

Q. But then it's got a little nick right here?

A. Uh-huh (affirmative response).

Q. For lack of more of a better term, that runs over to or beyond the larger area of the disputed property suggesting maybe that he wasn't going to buy that from her. I mean is that what you see there?

BY MR. IMHOFF:

Object to the form.

CROSS EXAMINATION CONTINUED BY MR. COMPTON:

Q. Or do you know or have you —

A. Well, it looks like he was —

BY MR. IMHOFF:

Object to the form.

BY THE DEPONENT:

This is his house. It looked like he was wanting to buy this, this and this whole thing is probably what he wanted to buy.

CROSS EXAMINATION CONTINUED BY MR. COMPTON:

Q. Well, do you see that little —

A. Yeah.

Q. You know, he kind of just carved that out?

BY MR. IMHOFF:

Object to the form.

CROSS EXAMINATION CONTINUED BY MR. COMPTON:

Q. Do you see how he's kind of carved that out?

A. Yeah, I don't know.

Q. And how about up here at the top? Where's your fence line at the top? Is it all the way to the road?

A. Yeah, it will be right out here all the way down.

Q. Would it be closer to the road than that line drawn on this plat right here?

A. That's probably close enough. It's not right up over it. I've got — I've got trees and stuff all in here.

Q. Okay. So the fence line up at the top of the road might correspond with that right there?

A. Yeah. Yeah, it's close to Hampton. It goes to Hampton all the way down to the creek.

Q. Okay. All right.

A. And it goes down where that final place is and stops.

Q. But this area right here that I'm pointing to that's designated. It's hard to read.

A. How many acres is it? Does it say there's two acres in there then?

Q. Yeah, it says, Now or formerly Patricia Miller. N/F, yeah, Patricia Miller. That means now or formerly Patricia Miller. That is inside your fence?

BY MR. IMHOFF:

Object to the form.

CROSS EXAMINATION CONTINUED BY MR. COMPTON:

Q. And you have goats here?

A. Been there for nine years.

Q. And you have structures in this here?

A. Right in here is that big building there.

Q. Okay.

A. Been there for a long time.

Q. All right. I don't guess Mr. Miller or Mr. Gibson ever told you that he was not — interested or not interested in obtaining title to that part of the property?

A. No. Well, he had — he had ribbons all the way in here at the line. He had ribbons all in here. That's when I asked Clyde, "What the heck is going on?"

He says, "I don't know. I'll find out." Then Gibson said he was just trying to find out where his marks

were.

Q. Okay, and, again, the fence that's designated by the line on Defendant's Exhibit 1 was installed approximately when?

A. Almost ten years now.

Q. The closing was in July of 2010?

A. Okay.

Q. And how much after that or before that did you put the fence up?

A. Oh, within two weeks I put all that fencing up.

Q. Okay.

A. It went all the way around all this.

Q. All the way to the Miller property?

A. I just —

Q. Well, where else did you put it in here? Did you put fencing across the front?

A. Yeah, because I turned the goats in there first, and then I come back and put this big building and all that stuff in there, and then put the trailer in later and added some more things and a lot more — a lot of crossings now was done.

Q. Okay.

A. Some over here.

Q. Looking at Plaintiff's Exhibit 12, that — that fencing, and that's the closing survey?

A. The old one.

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Q. The deed refers to?
A. Uh-huh (affirmative response).
Q. The fencing goes all the way around that property?
A. All the way around.
Q. What's shown as the 4.47 acres?
A. Uh-huh (affirmative response).
Q. It actually includes what's shown on that as Frank Clyde Miller, Jr.?
A. Well, this was short. It's really up here.
Q. Right. Okay, and the fence line being there encloses all of that?
A. Yeah, it's been there ever since — that's the same one that Ms. Miller said the goats have always been there. That's — that fence has been there. As a matter of fact, I planted the trees, those cypress trees all the way through there. They've been there. I planted the trees probably little bitty trees maybe two months after I put this whole fence up.
Q. Okay.
A. As a matter of fact, Clyde was out there that day and his boys when I put them in, because he was kind of seeing what I was doing, you know.
Q. Okay. When you put the fence up, when you put that fence up, —
A. Uh-huh (affirmative response).

Q. — so I think it's a green chain link fence? Is it green? It's a chain link?
A. It's — it's a — no, it's heavy, heavy fencing. It's like — I believe, yeah, there's some chain link in there. There's also some deer fencing, that high intensity stuff.
Q. I'll show you a photograph. Let's see, —
A. The gates out there are green now. These gates right here will be green.
Q. Okay.
A. Those are ten foot high and 20-foot gates.
Q. This picture just shows the front of it, right?
A. That's green.
Q. That post right there is in the corner?
A. Yeah, that's the corner.
Q. That would be —
A. That would be — that would be way out here like right here.
Q. Like right there?
A. Yeah.
Q. Okay. All right, and when that went up, did anyone tell you you were putting that in the wrong place?
A. No, and it's a — when I put the fence up now, it didn't have all this vegetation. That came later. There was a great big fence that everybody could see. It was there

and everything. Goats you — I put this up, I put this up so it would grow so you couldn't see the goats in there.
Q. Okay. How far from that fence does Ms. Patricia Miller live?
A. Probably a hundred yards maybe.
Q. A football field long?
A. Yeah, probably, 150.
Q. Well, does she — do you see her driving her vehicle?
A. I usually see her about every day. I see her sometimes. She goes by a good bit.
Q. She goes by there a good bit?
A. I know it's so close. When Robert worked for me, they would go up there and have lunch with her sometimes, and he'd just walk up there and come right back. It didn't take but a few minutes to go there.
Q. Okay.
Did she ever complain to you about the location of that fence?
A. Never.
Q. She's never asked you to remove it?
A. No.
Q. Has anybody in her family asked you to remove it?
A. No.
Q. Did Clyde Miller, Jr., was he — he was living there when

you put it up?
A. Yes.
Q. And he was mad at you then?
A. He was, but he wasn't nasty. He just — he was upset.
Q. Okay.
A. And I, you know, I left him alone and had no problem with him whatsoever.
Q. He didn't call you and say, "Look, this fence is in the wrong place. It's supposed to be another so many feet down the road"?
A. No, he realized —
BY MR. IMHOFF:
Object to the form.
BY THE DEPONENT:
He realized that it was dangerous for me to — for me to turn around. Sometimes I'd come up to his driveway and turn around, but — because I couldn't do it where I'm — actually this place down where my — it's hard to turn around. It's dangerous, and so I'd come up to his and turn around; but after a while, he — he didn't want to do it, and then after a while he said, "Go ahead," because he realized it's dangerous, but now I park right up in there and have space and I can back up, leave the trailer, everything. It's no problem.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:

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Q. Okay, and he's never told you he thought the fence was in the wrong place and it should be moved?
A. No.
Q. Okay.
A. He always appreciated the fact that I let him, let those guys go out there and barbecue and cook, fireworks and all that stuff on the back side.
Q. Okay. Looking, again, at Plaintiff's Exhibit 12. That was the plat that I believe that you testified that you saw for the first time at the closing at Josh Henderson's?
A. That's correct.
Q. Who was at that closing besides Josh? Just you and Ms. Miller? Anybody else in the room?
A. I think Kathy might have been there that day, Kathy Miller, and there was some other people in there. I just don't know who they were. Lucia might have been there. I don't remember.
Q. Okay, and I believe it was your testimony when you saw that plat you thought it was correct?
A. Yeah, because once I knew, it says very clearly, "Frank Clyde Miller, Jr.," when I see that and I know his line and I show and it shows again everything from his line all the way to the creek, everything we said, it was good for me.
Q. All right. So you assumed when you saw this that the plat

— the lot designated Frank Clyde Miller, Jr., was correct?
A. Uh-huh (affirmative response). Yeah.
Q. But it is or is not?
A. It's not, no.
Q. Okay.
A. It's not at all.
Q. All right.
A. I didn't know it until — when I saw it on the other one.
Q. Did Ms. Patricia Miller say at any point during that closing that that plat is incorrect?
A. No, I think she probably thought it was correct, too, because it looks correct.
Q. Well, she signed the deed that referred to it, did she not?
A. She did.
Q. All right, and she didn't object to anything about it at the time?
A. No.
BY MR. IMHOFF:
Object to the form.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. And she has testified today that she didn't think she was — she didn't intend to convey you more than three point or three acres, but that plat clearly states, does it not,

that there's 4.47 acres?
BY MR. IMHOFF:
Object to the form.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. Does it not?
A. Correct.
BY MR. IMHOFF:
Object to the form.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. And did she at the closing say, "Wait a minute. 4.47 is 1.47 acres more than I intended to sell to you"?
BY MR. IMHOFF:
Object to the form.
BY THE DEPONENT:
She never mentions that at all. Now Kathy, later on, mentioned there was more acreage, why didn't you give more money; and then when we showed the contract, that it didn't matter if it was four, ten or 12. If it's below or above, that's how it stands, and she said, "Well, you should have showed me that first," or something like that. That's what Kathy said.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. In the summer of 2010, what was the real estate market like?
BY MR. IMHOFF:

Object to the form.
BY THE DEPONENT:
Not too good.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. That was —
A. You couldn't sell anything back then.
Q. That was one of the worst parts of the recession, right?
A. Yep, all the way to '12.
Q. Okay, and would real estate then be worth more or less than it is now?
A. It's worth more than it was then.
BY MR. IMHOFF:
Object to the form.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. Okay. I know you — what would you consider — this is your property, or at least you claim it's your property.
What do you consider to be the fair market value of this property that we're in here arguing about today?
BY MR. IMHOFF:
Object to form.
BY THE DEPONENT:
Well, if you tried to sell that property today, there's no access to it. You couldn't get past me, unless I gave you permission. You couldn't get past Tillman. You couldn't get past the guy up on the end, Alvis. It would only be

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worth something to me to Tillman and Alvis or Roy McGraw.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. Well, if I wanted to buy it, what would you suggest would be a fair price if I wanted to buy it?
BY MR. IMHOFF:
Object to form.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. Less than you've paid me already?
A. Because — yeah, a whole lot, but what — for it being right up against me, it's not very much. It's not even an acre of land. Like Tillman's right there, because it joins me, I'd pay 2,500 bucks for it.
Q. I'm talking about if I wanted to buy it?
A. If you wanted to buy it? You'd be a fool, because you can't get to it.
BY MR. IMHOFF:
Object to the form.
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. Did you ever break into Ms. Miller's house at any time?
A. Never.
Q. Did you ever steal anything out of her house?
A. Never.
Q. What do you think about her testimony that the contract might have been altered?
A. That's funny.

Q. Is — show me the contract, the exhibit.
(OFF THE RECORD)
CROSS EXAMINATION CONTINUED BY MR. COMPTON:
Q. Plaintiff's Exhibit No. 6. Is that the entire document as it was signed by both of you?
A. Absolutely.
Q. Okay. She kept pointing to a line on here, so do you know what she's talking about?
A. It's impossible to put —
Q. Okay.
A. You can't put more than — that's just how it is. You can't change it.
Q. That was the contract then and now?
A. Yes. I've got three copies in my file at home that looks just exactly like that. I know it's the same one. There never was another one. That's the only thing we ever signed is that right there.
Q. Okay.
A. All of them are just like that.
BY MR. COMPTON:
I believe that's all I have.
REDIRECT EXAMINATION BY MR. IMHOFF:
Q. Look at Plaintiff's Exhibit No. 15, please, for me.
(OFF THE RECORD)
REDIRECT EXAMINATION CONTINUED BY MR. IMHOFF:

Q. I'm going to hand you No. 7. Mr. Meeks, have you ever paid property taxes on that property shown in Exhibit No. 7?
A. I don't know. I would think so.
Q. You would think so?
A. Well, —
Q. Whose name does it show owns that property in Exhibit No. 7?
A. Ask me, again. Anything —
Q. Whose name does it show owns the property highlighted in Exhibit No. 7?
BY MR. COMPTON:
We stipulate that he didn't pay any taxes on it.
(OFF THE RECORD)
REDIRECT EXAMINATION CONTINUED BY MR. IMHOFF:
Q. Exhibit No. 1 shows Hampton Road here, right?
A. Yes.
Q. Okay, and then Clyde Jr.'s property?
A. Yes.
Q. Tillman Gibson's property?
A. Yes.
Q. Patricia Miller's property?
A. Yes.
Q. There are lines, this isn't a very good copy, there are lines inside of the property at dispute in this case

inside the property lines. Do you see that?
A. Yes.
Q. That is the fence, is it not?
A. Yes.
Q. Okay. It does not show a property line between the property behind Clyde Jr.'s house and the property that connects to Hampton Road, does it?
A. No. They're there. It just don't show it.
Q. Did you ever sue a man named Bobby Lee Goins?
A. The name sort of sounds familiar. Who is Bobby Lee Goins?
Q. He's a man that you claim injured you and you went to trial?
A. No, sir.
There's never a man that injured me before.
Q. Never filed a personal injury lawsuit and took it to trial?
A. No.
Q. No?
A. No.
Q. It wasn't against Bobby Lee Goins?
A. I don't even know Bobby Lee Goins.
Q. Okay.
A. Never heard of him before in my life.
Q. All right.
A. There must be some more David Meeks out there.

BY MR. IMHOFF:

All right. I don't have any other questions. Thank you.

(EXAMINATION CONCLUDED AT 3:15 P.M.)

STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF SPARTANBURG)

This is to certify that the within deposition was taken on the 12th day of July, 2019;

That the within deponent was duly sworn to tell the truth and that the foregoing is an accurate transcript of the testimony given under oath;

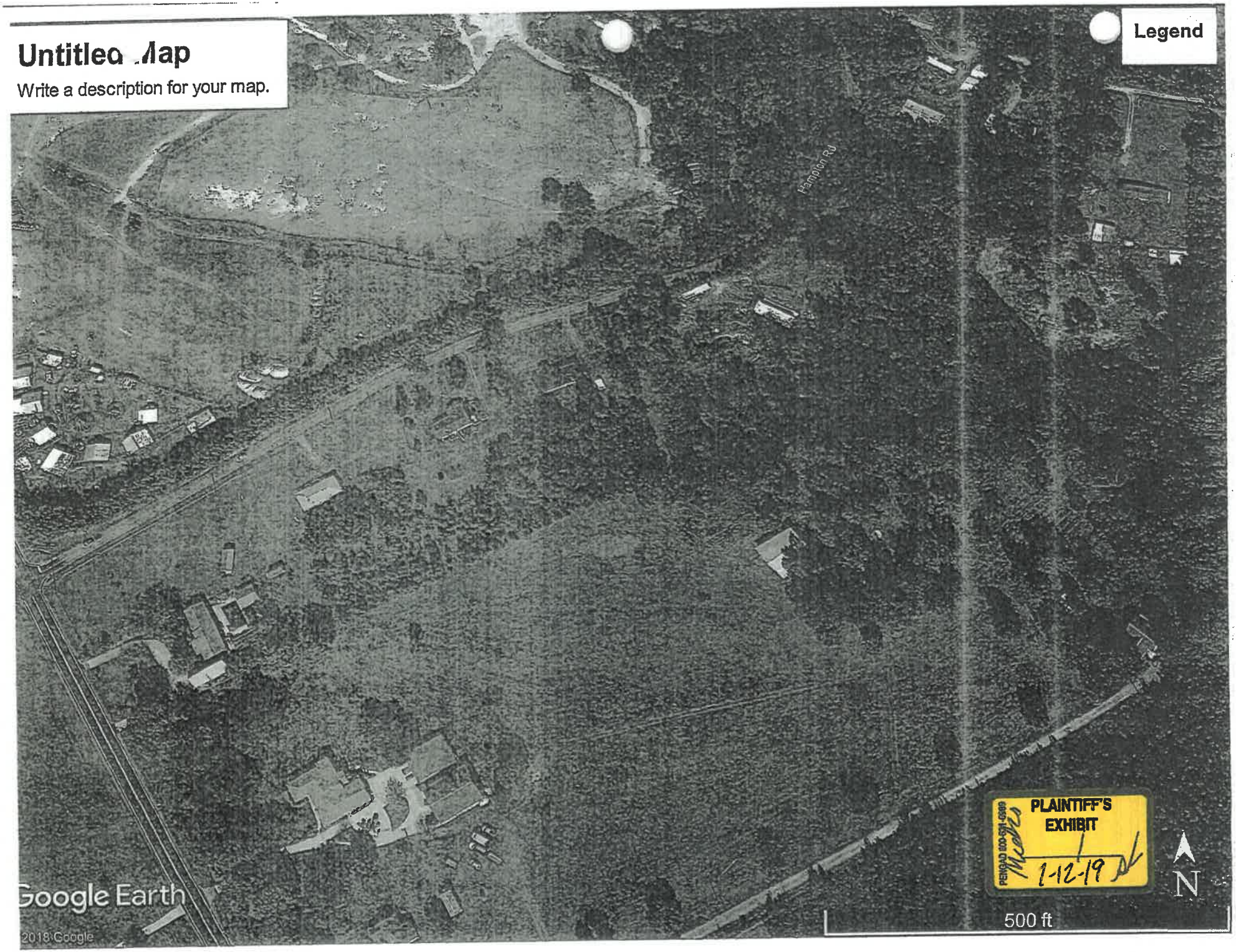
That copies of all exhibits, if any, entered herein are attached hereto and made a part of this record;

That the undersigned court reporter, a Notary Public for the State of South Carolina, is not an employee or relative of any of the parties, counsel or witness and is in no manner interested in the outcome of this action.

IN WITNESS WHEREOP, I have hereunto set my Hand and Seal on this copy at Spartanburg, South Carolina, this 22nd day of August, 2019.

s/Sandra Satterwhite
Notary Public for South Carolina
(SEAL) My Commission Expires: 3/8/27

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STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

PATRICIA MILLER,

Plaintiff,

vs.

DAVID MEEKS,

Defendant.

DEFENDANT'S ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

2018-CP-42-03639

TO: JASON M. IMHOFF, ATTORNEY FOR PLAINTIFF:

THE DEFENDANT, pursuant to Rule 33(b) of the South Carolina Rules of Civil Procedure, answers the written First Set of Interrogatories of the Plaintiff dated January 9, 2019 as follows:

1. (a) David and Lucia Meeks
2325 Hampton Road
Wellford, SC 29385

(b) Patricia Miller
Hampton Road
Wellford, SC 29385

(c) Frank Clyde Miller, Jr.
2101 Killian Lakes Drive
Columbia, SC 29203

(d) Teresa Baker – daughter of Plaintiff
address unknown

(e) Ben Souther
Souther Land Surveying
10253 Asheville Highway
Inman, SC 29349



(f) Tillman Gibson
Hampton Road
Wellford, SC 29385

(g) Robert Miller – grandson of Plaintiff
address unknown

(h) Joshua Henderson, Esquire
Henderson, Brandt & Vieth
360 E. Henry Street
Spartanburg, SC 29302

No statements have been taken from any of these witnesses.

2. See Defendant's response to Plaintiff's Requests for Production dated January 9, 2019.

3. Not applicable.

4. The Defendant's monetary loss resulting from the defense of this action consists of his attorney's fees in an amount to be determined.

5. Ben Souther and Joshua Henderson will be called as experts. Their addresses are set forth in the response to Interrogatory No. 1 above.

6. Mr. and Mrs. Meeks will offer testimony consistent with the allegations contained in their Answer and Counterclaim. The specific testimony of Patricia Miller is unknown, but it is assumed that her testimony will be consistent with her Complaint. Frank Clyde Miller will testify that he understood that all of the property presently contained within the fencing erected by the Defendant was intended to be conveyed to the Defendant at the closing which took place on July 15, 2010. Mr. Miller will also testify that the goats owned by the Defendant never interfered with his use or enjoyment of his property in any way.

Mr. Ben Souther will testify that the plat of the survey dated June 30, 2010 incorrectly depicts the property intended to be conveyed by the Plaintiff to the Defendant as set

forth in the Buy and Sell Agreement between the parties dated May 27, 2010. The testimony of Tillman Gibson is unknown.

7. The Defendant has been damaged by the failure of the Plaintiff to convey to him by deed the real property for which he has paid her. The Defendant is also damaged as a result of the fees and costs he has incurred in order to receive the benefit of his bargain with the Plaintiff.

8. The South Carolina common law governs the issues in this case, specifically equitable doctrines of mutual mistake, specific performance and reformation of contracts and deeds. The parties clearly understood on July 15, 2010 the precise property that the Defendant was purchasing from the Plaintiff as set forth in the Buy and Sell Agreement. However, the Plaintiff's deed, and the plat that it referenced, were incorrect, although everyone at the closing table was mistaken in that regard.

9. No.

10. See the response to Interrogatory No. 8 above.

11. Joshua Henderson, Esquire.

12. In the late 1980's, the Defendant was a named Defendant in a case brought by Attorney Billy Gunn on behalf of a lady who hurt herself at Hollywild; she lost. In approximately 1980, the Defendant brought suit against WSPA for slander; he lost. In 2012, the Defendant brought suit against Heads Up Motorsports over damage done to a race car the Defendant owned; the case settled in the Defendant's favor at mediation. In 2015, a Hollywild customer brought suit over damage to her vehicle allegedly done by one of the park animals; she lost.

February 14, 2019

Spartanburg, S. C.

GARY L. COMPTON SC BAR NO. 1351
Attorney for Defendant
296 S. Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Phone: (864) 583-5186
Fax: (864) 585-0139
gary@garylcompton.com

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT

PATRICIA MILLER,

Plaintiff,

vs.

DAVID MEEKS,

Defendant.

CERTIFICATE OF SERVICE
BY MAIL

2018-CP-42-03639

I hereby certify that I have this date caused to be served the foregoing ***Defendant's Responses to Plaintiff's Request For Production and Defendant's Answers to Plaintiff's First Set of Interrogatories***, by depositing same in the United States Mail, first-class postage prepaid, addressed to the following:

Jason M. Imhoff, Esquire
The Ward Law Firm, P.A.
Attorneys at Law
P. O. Box 5663
Spartanburg, South Carolina 29304

Dated this 14th day of February, 2019.

Debbie O. Atkins, Legal Assistant
GARY L. COMPTON
296 S. Daniel Morgan Avenue
Spartanburg, SC 29306
Phone: (864) 583-5186



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	CA#: 2018-CP-42-03639
	)	
Patricia Miller,	)	
	)	**PLAINTIFF'S FIRST SET OF**
Plaintiff,	)	**INTERROGATORIES**
	)	
v.	)	
	)	
David Meeks,	)	
	)	
Defendant.	)	

Plaintiff Patricia Miller, by and through her undersigned attorneys, hereby requests, pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, that Defendant answer the following Interrogatories within thirty (30) days after service hereof:

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

3. In cases involving personal injury, set forth the names and addresses of all physicians who have treated the party and all hospitals to which the party has been committed in connection with said injuries and also set forth a statement of all medical costs involved.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

5. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

6. For each person known to the parties or counsel to be a witness concerning the facts

of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witnesses or provide a copy of any written or recorded statements taken from such witnesses.

7. Without referring to your Complaint, identify with specificity each category of damages which you are claiming.

8. Identify every statute, regulation, or law that you allege Defendant(s) violated or supports your claim of mistake or restoration.

9. Have you ever filed for bankruptcy? If so, when and where did you file, what is the name and address of any attorney representing you, what was the case number, and what was the result?

10. Please state with specificity how you claim a "mistake" was made at or before the closing.

11. Please state your legal counsel for the purchase and closing.

12. Please provide a description, including name and case number, of any lawsuits in which you have been a party to.

THE WARD LAW FIRM, PA

Jason M Imhoff (SC Bar #69355)
P.O. Box 5663
Spartanburg, SC 29304
864-582-3075
864-585-3090
jimhoff@wardfirm.com

Attorney for Plaintiff

January 9, 2019

Spartanburg County
Seventh Judicial Circuit
Public Index



Spartanburg County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Search By...Court Type: All Courts | Court Agency: All Agencies

Case #: | Case Type: All Case Types | Case SubType: All Case Sub-Types

Last Name/Business: Hollywild | First: | Middle: | Suffix: | Party Type: All

Action Type: All Actions | CDR Code:

Date Type: | Beginning: | Ending:

Tax Map# From: | Through:

Only for Civil Cases... Index Search: (•) All ( ) Lis Pendens ( ) Judgments | Cross Index Search: (•) All ( ) Judgment For ( ) Judgment Against

Search | Reset Search Fields | Name Search Option: (•) Begins With ( ) Contains

PLAINTIFF'S EXHIBIT 4 7-12-19

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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Hollywild Animal Park	Defendant	1994CP4200101	01/19/1994	Disposed	02/09/1995	Common Pleas	Special-Comp/Oth 699	179365	Common Pleas
Hollywild Animal Park	Defendant	1994CV4210106347	06/24/1994	Disposed	04/25/1995	Civil	Civil	1994CV4210106347	Spartanburg Magistrate
Hollywild Animal Park	Defendant	1995TR4204651	06/01/1995	Judgment	06/01/1995	Judgment	Transcript of Judgme	182207	Common Pleas
Hollywild Animal Park	Defendant	1996CP4200094	01/18/1996	Disposed	01/12/1998	Common Pleas	Contract/Other 199	209332	Common Pleas
Hollywild Animal Park	Defendant	1996TR4210277	12/18/1996	Judgment	12/18/1996	Judgment	Transcript of Judgme	197234	Common Pleas
Hollywild Animal Park	Defendant	1997TR4205449	06/09/1997	Judgment	06/09/1997	Judgment	Transcript of Judgme	202279	Common Pleas
Hollywild Animal Park	Defendant	1997TR4206029	07/03/1997	Judgment	07/03/1997	Judgment	Transcript of Judgme	202860	Common Pleas
Hollywild Animal Park	Defendant	1997TR4209422	10/20/1997	Judgment	10/20/1997	Judgment	Transcript of Judgme	206269	Common Pleas
Hollywild Animal Park	Defendant	1998TR4201286	01/06/1998	Satisfied	01/28/1998	Judgment	Transcript of Judgme	209271	Common Pleas
Hollywild Animal Park	Plaintiff	1998TR4201346	01/12/1998	Judgment	01/12/1998	Judgment	Transcript of Judgme	209332	Common Pleas
Hollywild Animal Park	Defendant	2004CP4200921	03/18/2004	Disposed	09/01/2005	Common Pleas	Use AP Case Type 960	281437	Common Pleas
Hollywild Animal Park	Defendant	2015CV4210104848	06/18/2015	Disposed	08/20/2015	Civil	Summons & Complaint		Spartanburg Magistrate

Hollywild An. Park, Inc	Defendant	1998CP4201595	07/17/1998	Disposed	02/[illegible].000	Common Pleas	Contract/Other 199	235154	Common Pleas
Hollywild Animal Park Inc	Defendant	1995CP4201216	07/12/1995	Disposed	08/26/1997	Common Pleas	Use AP Case Type 999	202860	Common Pleas
Hollywild Animal Park Inc	Defendant	1995CV4210112093	11/08/1995	Settled	02/15/1996	Civil	Civil		Spartanburg Magistrate

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Spartanburg County
Seventh Judicial Circuit
Public Index



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Search By...Court Type: All Courts | Court Agency: All Agencies

Case #: | Case Type: All Case Types | Case SubType: All Case Sub-Types

Last Name/Business: Meeks | First: David | Middle: | Suffix: | Party Type: All

Action Type: All Actions | CDR Code:

Date Type: | Beginning: | Ending:

Tax Map# From: | Through:

Only for Civil Cases... Index Search: All | Lis Pendens | Judgments | Cross Index Search: All | Judgment For | Judgment Against

Search | Reset Search Fields | Name Search Option: Begins With | Contains

PLAINTIFF'S EXHIBIT 5 7-12-19

Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Meeks, David	Defendant	1990CP4200808	03/28/1990	Disposed	02/07/1991	Common Pleas	Special-Comp/Oth 699		Common Pleas
Meeks, David	Defendant	1994CP4200101	01/19/1994	Disposed	02/09/1995	Common Pleas	Special-Comp/Oth 699	179365	Common Pleas
Meeks, David	Plaintiff	2004CV4210109460	10/05/2004	Disposed	01/01/2008	Civil	Claim & Delivery		Spartanburg Magistrate
Meeks, David	Plaintiff	2012CP4202506	06/14/2012	Dismissed	09/23/2013	Common Pleas	Breach of Cont 140		Common Pleas
Meeks, David	Defendant	2014CV4210108651	10/17/2014	Disposed	12/18/2014	Civil	Summons & Complaint		Spartanburg Magistrate
Meeks, David	Defendant	2018CP4203639	10/16/2018	Pending/ADR		Common Pleas	Real Prop/Other 499		Common Pleas
Meeks, David Alexander	Defendant	C760779	07/19/2006	Disposed	08/14/2006	Traffic			Spartanburg Magistrate
Meeks, David Eugene	Defendant	X819251	06/06/2000	Disposed	06/13/2000	Traffic			Spartanburg Magistrate
Meeks, David R	Defendant	1994CP4200987	05/25/1994	Disposed	08/05/1996	Common Pleas	Use AP Case Type 999		Common Pleas
Meeks, David R	Defendant	1994CP4200989	05/25/1994	Disposed	08/05/1996	Common Pleas	Use AP Case Type 999		Common Pleas
Meeks, David R	Defendant	1999TR4216550	08/09/1999	Satisfied	02/12/2001	Judgment	Transcript of Judgme	229155	Common Pleas
Meeks, David R	Plaintiff	2003CP4200596	02/17/2003	Satisfied	07/25/2008	Common Pleas	Contract/Other 199	295287	Common Pleas

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Meeks, David	Plaintiff	2010CP4205716	10/26/2010	Dismissed	10/20/2011	Common Pleas	Real Prop/Other 499		Common Pleas
Meeks, David R	Plaintiff	2010LP4202036	10/26/2010	Pending		Lis Pendens	Lis Pendens		Common Pleas
Meeks, David R	Defendant	2012CP4203636	08/27/2012	Dismissed	08/22/2016	Common Pleas	Foreclosure 420		Common Pleas
Meeks, David R	Plaintiff	2012CP4203636	08/27/2012	Dismissed	08/22/2016	Common Pleas	Foreclosure 420		Common Pleas
Meeks, David R	Defendant	2012CP4203636	08/29/2012	Disposed	02/10/2016	Common Pleas	Foreclosure 420		Master In Equity
Meeks, David R	Defendant	2012LP4201251	08/27/2012	Cancelled	07/29/2016	Lis Pendens	Lis Pendens		Common Pleas
Meeks, David R.	Defendant	1979TR4204898	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of Judgme	042917	Common Pleas
Meeks, David R.	Defendant	1981TR4200188	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of Judgme	050611	Common Pleas
Meeks, David R.	Defendant	1984TR4201081	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of Judgme	077031	Common Pleas
Meeks, David R.	Defendant	1985LP4200573	09/21/1988	Pending		Lis Pendens	Lis Pendens		Common Pleas
Meeks, David R.	Defendant	1986TR4201644	11/16/1988	Judgment	11/16/1988	Judgment	Transcript of Judgme	093588	Common Pleas
Meeks, David R.	Defendant	1996CV4210101322	01/29/1996	Disposed	05/15/1996	Civil	Civil	1996CV4210101322	Spartanburg Magistrate
Meeks, David R.	Defendant	1996TR4207132	08/06/1996	Judgment	08/06/1996	Judgment	Transcript of Judgme	194071	Common Pleas
Meeks, David R.	Defendant	1996TR4207133	08/06/1996	Judgment	08/06/1996	Judgment	Transcript of Judgme	194072	Common Pleas
Meeks, David R.	Defendant	S418716	10/18/1993	Disposed	10/29/1993	Traffic			Spartanburg Magistrate
Meeks, David R., D/B/A M&	Defendant	1979TR4201172	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of Judgme	038953	Common Pleas
Meeks, David R., Etal.	Defendant	1997TR4204489	05/02/1997	Judgment	05/02/1997	Judgment	Transcript of Judgme	201319	Common Pleas
Meeks, David R.,D/B/A M&M	Defendant	1979TR4201171	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of Judgme	038952	Common Pleas
Meeks, David R.,Etl.	Defendant	1983TR4201008	11/16/1988	Judgment	11/16/1988	Judgment	Transcript of Judgme	068387	Common Pleas
Meeks, David Richard	Defendant	G041756	12/12/2014	Disposed	01/09/2015	Traffic			Spartanburg Magistrate
Meeks, David, D/B/A M & M	Defendant	1982LP4200387	09/21/1988	Cancelled		Lis Pendens	Lis Pendens		Common Pleas
Meeks, David, D/B/A M&M P	Defendant	1983TR4208370	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of Judgme	075864	Common Pleas
Meeks, David, D/B/A M&M Z	Defendant	1982TR4202613	11/16/1988	Judgment	11/16/1988	Judgment	Transcript of Judgme	061581	Common Pleas
Meeks, David, D/B/A M&M Z	Defendant	1985TR4206759	11/16/1988	Judgment	11/16/1988	Judgment	Transcript of Judgme	090759	Common Pleas
Meeks, David, Etl.	Defendant	1991TR4201976	02/07/1991	Judgment	02/07/1991	Judgment	Transcript of Judgme	139151	Common Pleas
Meeks, David,D/B/A M&M Zo	Defendant	1982TR4204467	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of Judgme	063468	Common Pleas
Meeks, David,Etl.	Defendant	1985TR4207915	10/16/1988	Judgment	10/16/1988	Judgment	Transcript of	091929	Common Pleas

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AGREEMENT TO SELL AND BUY

In consideration of the sum of Five Hundred Dollars ($ 500.) this day received from David R. Meeks Purchaser of the following described property:

all that property that joins Frank C. Miller Jr., Roy Mc Shaw, joins Hampton Rd, continues to center of creek at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($ 15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. Meeks heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500, PROVIDED said balance due is paid to Seller on or before June 25th, 2010.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 27th day of May, 2010.

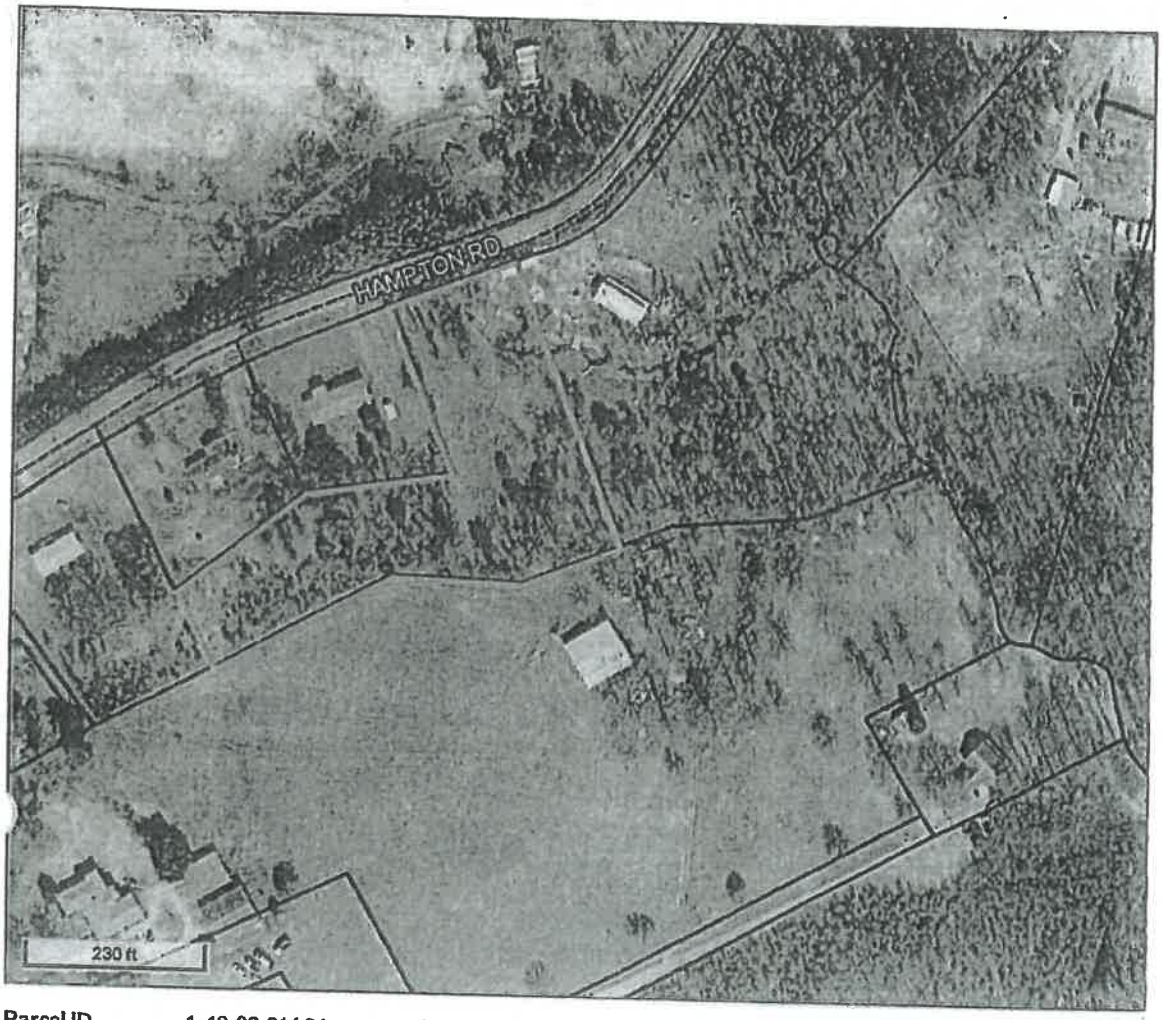
Signed, sealed and delivered in the presence of:

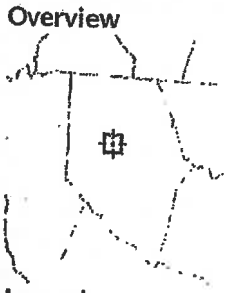
Frank C. Miller Sr. — Seller

David R. Meeks — Purchaser

PLAINTIFF'S EXHIBIT 6 7-12-19

qPublic.net™ Spartanburg County, SC





Legend

- Parcels
- Parcel Line in ROV
- Roads
- County Line

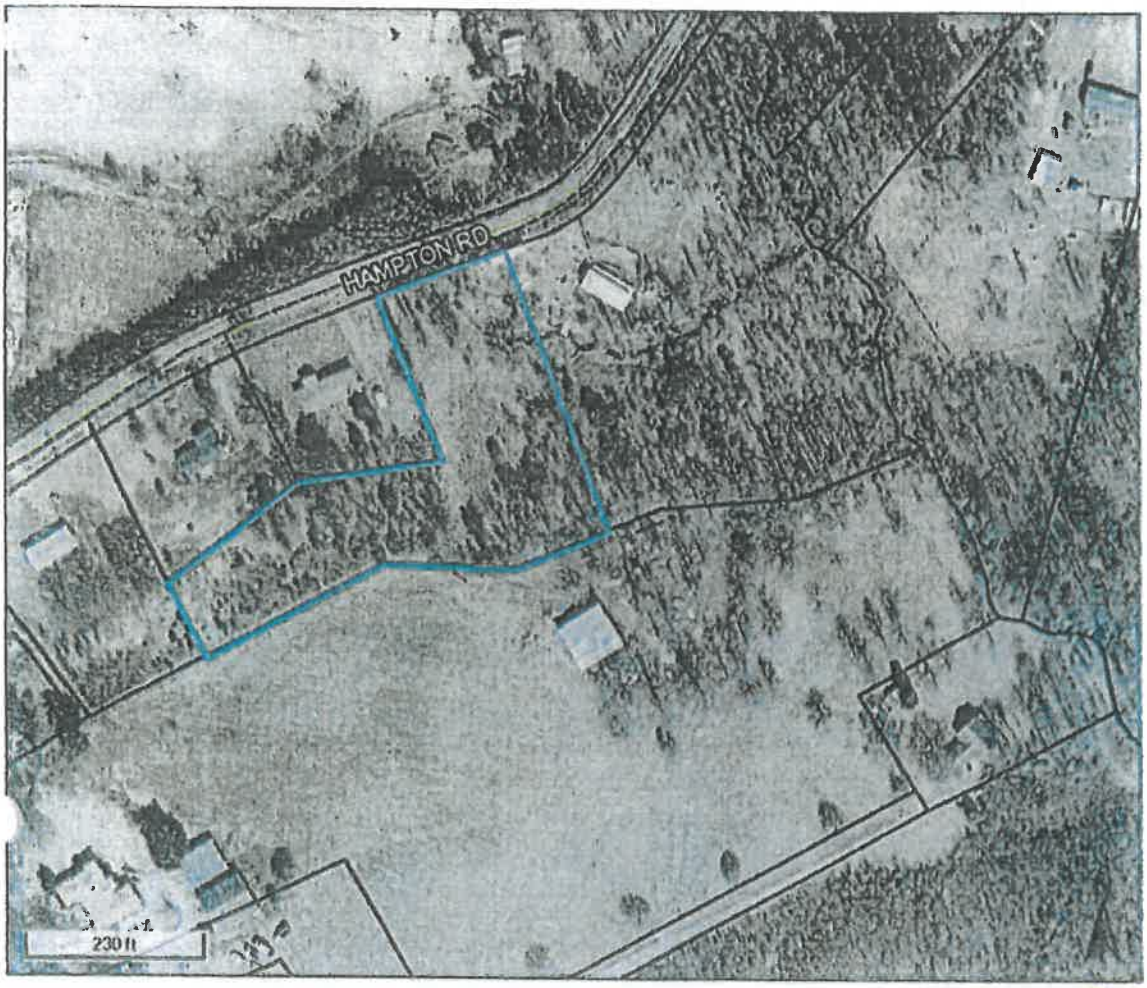
Parcel ID	1-48-00-016.06	Alternate ID	185138	Owner Address	MILLER PATRICIA S
Sec/Twp/Rng	n/a	Class	Qualified Owner Occupied Residential Vacant		2130 HAMPTON RD
Property Address	HAMPTON RD 2150 WELLFORD	Acreage	2.7		WELLFORD, SC 29385
District	n/a				
Brief Tax Description	S SIDE HAMPTON RD & E OF LITTLE MOUNTAIN RD PB 174-196 (Note: Not to be used on legal documents)				

Date created: 11/5/2018
Last Data Uploaded: 11/2/2018 10:42:12 PM

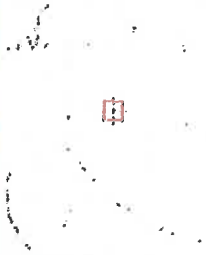
Developed by Schneider GEOSPATIAL

PLAINTIFF'S EXHIBIT 1 7-12-19

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Overview



Legend

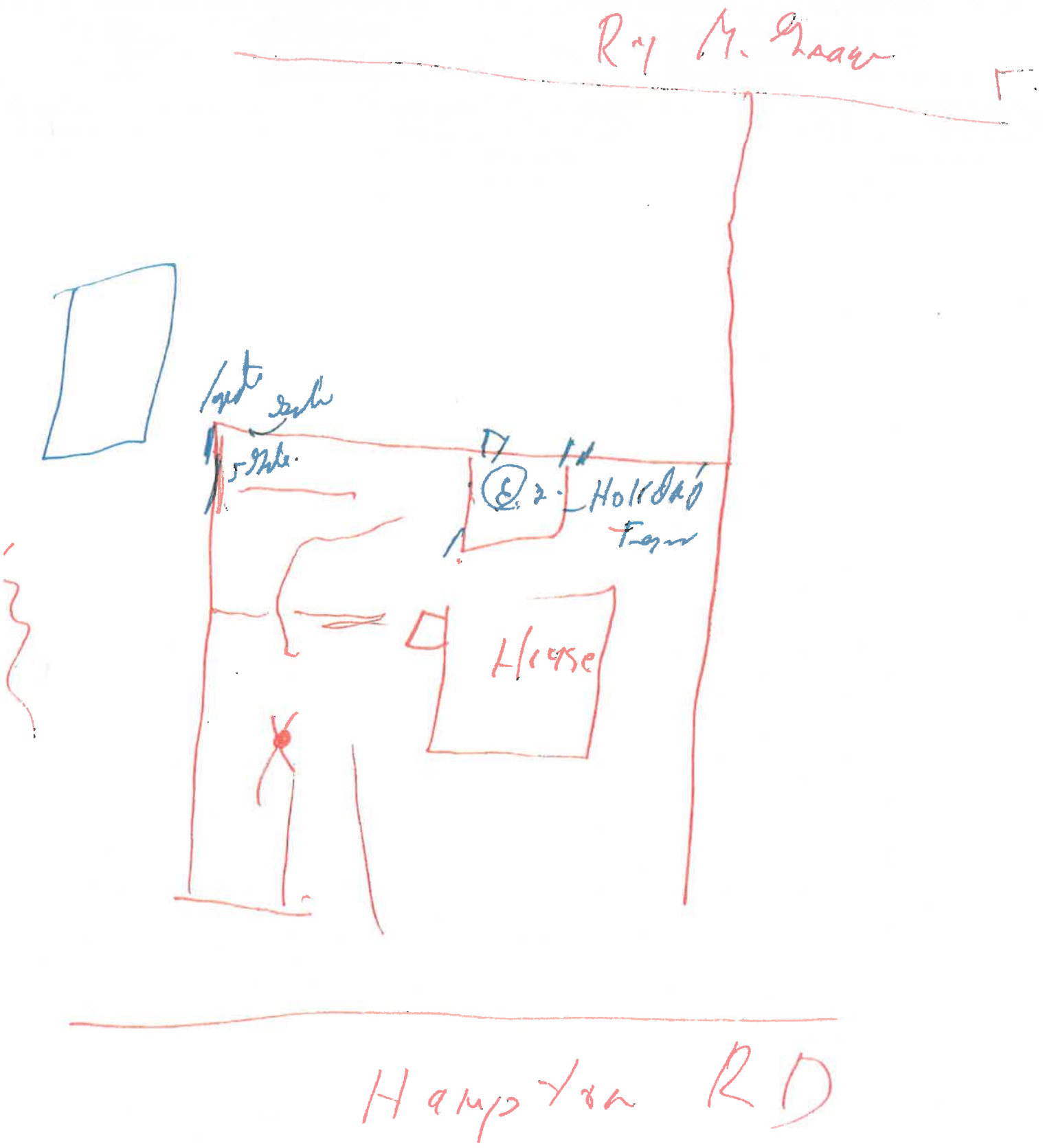
- Parcels
- Parcel Line In ROV
- Roads
- County Line

Parcel ID	1-48-00-016.06	Alternate ID	185138	Owner Address MILLER PATRICIA S
Sec/Twp/Rng	n/a	Class	Qualified Owner Occupied Residential Vacant	2130 HAMPTON RD
Property Address	HAMPTON RD 2150 WELLFORD	Acreage	2.7	WELLFORD, SC 29385
District	n/a			
Brief Tax Description	S SIDE HAMPTON RD & E OF LITTLE MOUNTAIN RD PB 174-196 (Note: Not to be used on legal documents)			

Date created: 11/5/2018
Last Data Uploaded: 11/2/2018 10:42:12 PM

Developed by Schneider GEOSPATIAL

PLAINTIFF'S EXHIBIT 8 1-12-19



PLAINTIFF'S EXHIBIT 9 7-12-19

THE WARD LAW FIRM, P.A.

ATTORNEYS AT LAW
POST OFFICE BOX 5663
SPARTANBURG, SOUTH CAROLINA 29304

H. SPENCER KING♦
K. LINDSAY TERRELL♦•
ROBERT E. DAVIS*
JASON M. IMHOFF
JOHN E. ROGERS, II*
GINGER D. GOFORTH
C. REED TEAGUE
CHAD M. GRAHAM

♦ CERTIFIED MEDIATOR
* ALSO MEMBER NORTH CAROLINA BAR
• ALSO MEMBER GEORGIA BAR

RUFUS M. WARD (1908-1988)
L. PAUL BARNES (1931-1986)
JAMES W. HUDGENS (1940-2017)

233 SOUTH PINE STREET
SPARTANBURG, S.C. 29302
FAX. NO. (864) 585-3090

E-mail: jimhoff@wardfirm.com
Direct No. 864-582-3075

June 29, 2018

David Meeks
2325 Hampton Road
Welford, SC 29385

RE: Property of Patricia Miller

Dear Mr. Meeks:

This firm represents Patricia Miller in regard to property she owns behind property owned by Frank "Clyde" Miller, Jr. Your goat farm has trespassed on that property over the last week. In approximately 2010 Ms. Miller sold you 4.47 acres of a piece of property that her family has owned for years. That property is clearly defined in the title, deed, and survey (attached) and filed with the Spartanburg County Register of Deeds Office.

Despite that, after a conversation with Mrs. Miller and her neighbor making clear she owned the property you quickly erected fencing behind Mr. Clyde Miller's property and on Mrs. Miller's property and allowed your goat farm to extend upon the property that you knew was not yours.

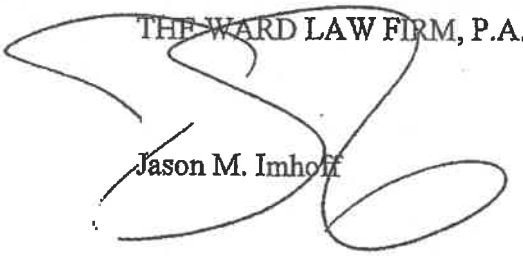
This letter is to demand immediate removal of the goats and fencing and restoration of the property to its state prior to your trespass. We also demand that you pay $10,000 immediately based on your knowing trespass and destruction of trees and vegetation on Mrs. Miller's property.

If we do not hear from you within the next seven (7) days we will file a lawsuit and a motion for an injunction against you. If you would like to discuss this matter any further please feel free to give me a call.



Sincerely,

THE WARD LAW FIRM, P.A.



Jason M. Imhoff

JMI/ads

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Meeks
2385 Hampton Road
Welford, SC 29385

9590 9402 2451 6249 4491 52

2. Article Number (Transfer from service label)

7015 0640 0003 0997 5958

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X David Meeks ☐ Agent ☑ Addressee

B. Received by (Printed Name) David Meeks

C. Date of Delivery 7-9-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☑ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Meeks

DEED 96-Q PG 506

DEE-2010-27553
Recorded 2 Pages on 7/19/2010 12:26:47 PM
Recording Fee: $10.00 Documentary Stamps: $55.50
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

PLAINTIFF'S EXHIBIT 11 7-12-19

Grantee's Address: 2325 Hampton Rd. Wellford SC 29385

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that, I, **PATRICIA S. MILLER,** in the State and County aforesaid, in consideration of **FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS,** the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto: **DAVID R. MEEKS,** his heirs and assigns forever:

All that certain piece, parcel or lot of land, with improvements thereon, if any, lying, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as a lot containing 4.47 acres, more or less, on a plat of survey for David R. Meeks prepared by Souther Land Surveying, dated June 30, 2010 to be recorded in the Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat for a more detailed metes and bounds description.

This is a portion of the same property conveyed to Grantor herein by deed of Frank Clyde Miller, recorded April 10, 2006 in Deed Book 85-M at page 903, Register of Deeds for Spartanburg County, South Carolina, reference to which deed and the aforesaid plat is hereby specifically made for a more detailed description of the property conveyed hereby.

BLOCK MAP NO.: p/o 1-48-00-016.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

A2

WITNESS the grantor's(s') hand(s) and seal(s) this 15 day of July, 2010.

SIGNED, sealed and delivered
in the presence of:

Kathleen M. Boozer

Patricia S. Miller (SEAL)
PATRICIA S. MILLER

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

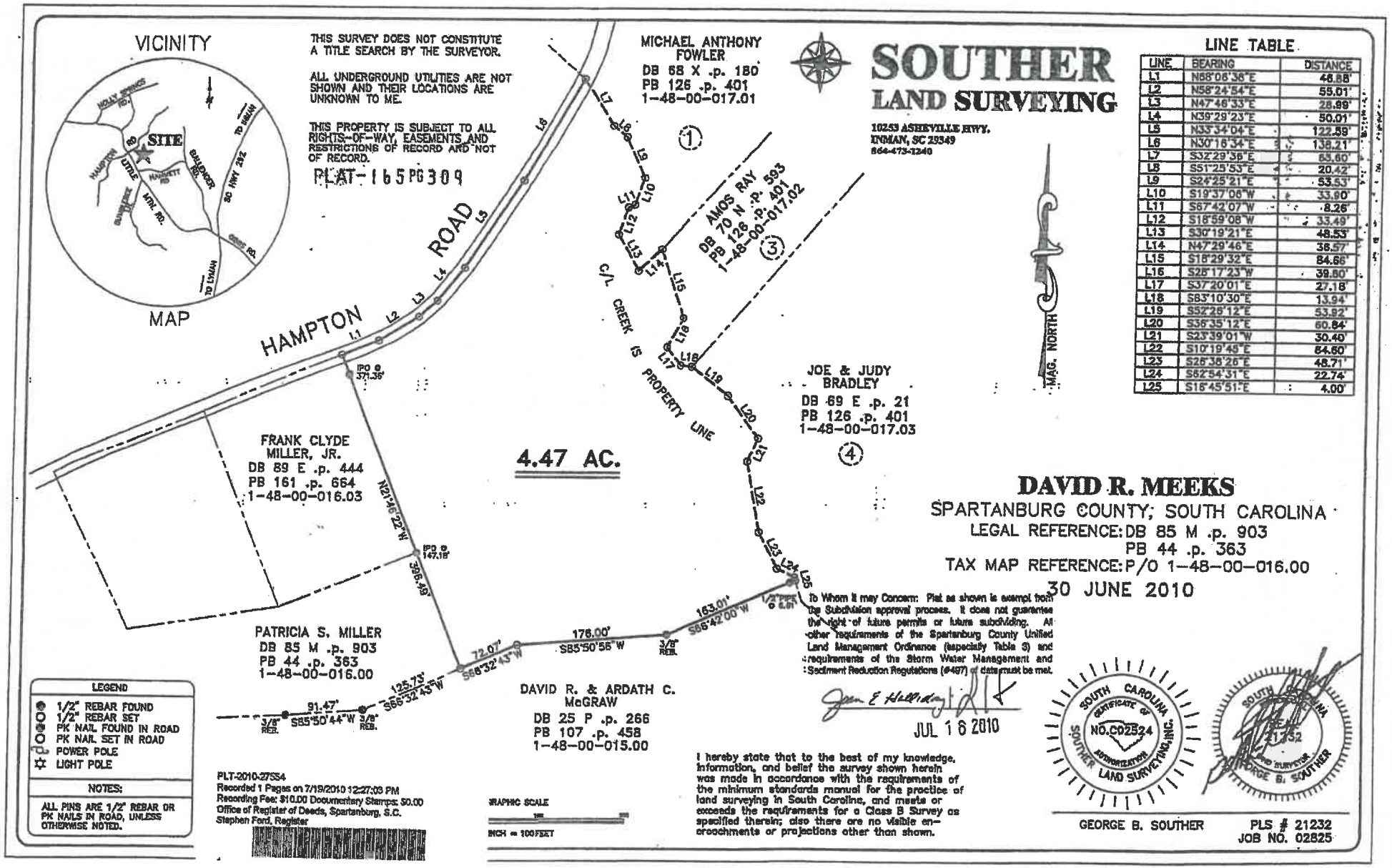
ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Grantor(s) herein, **PATRICIA S. MILLER,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 15 day of July, 2010.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 12/6/15

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SOUTHER LAND SURVEYING

10253 ASHEVILLE HWY.
INMAN, SC 29349
864-473-1240

LINE TABLE

LINE	BEARING	DISTANCE
L1	N68°06'36"E	46.88'
L2	N58°24'54"E	55.01'
L3	N47°46'33"E	28.89'
L4	N39°29'23"E	50.01'
L5	N33°34'04"E	122.59'
L6	N30°16'34"E	138.21'
L7	S32°29'36"E	53.60'
L8	S51°25'53"E	20.42'
L9	S24°25'21"E	53.53'
L10	S19°37'06"W	33.90'
L11	S67°42'07"W	8.26'
L12	S18°59'08"W	33.49'
L13	S30°19'21"E	48.53'
L14	N47°29'46"E	36.57'
L15	S18°29'32"E	84.66'
L16	S25°17'23"W	39.80'
L17	S37°20'01"E	27.18'
L18	S83°10'30"E	13.94'
L19	S52°26'12"E	53.92'
L20	S36°35'12"E	60.84'
L21	S23°39'01"W	30.40'
L22	S10°19'45"E	84.60'
L23	S26°36'26"E	48.71'
L24	S62°54'31"E	22.74'
L25	S16°45'51"E	4.00'

DAVID R. MEEKS

SPARTANBURG COUNTY; SOUTH CAROLINA
LEGAL REFERENCE: DB 85 M .p. 903
PB 44 .p. 363
TAX MAP REFERENCE: P/O 1-48-00-016.00
30 JUNE 2010

To Whom it may Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sediment Reduction Regulations (#497) of date must be met.

JUL 16 2010

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION NO. C02524 SOUTHER LAND SURVEYING, INC.

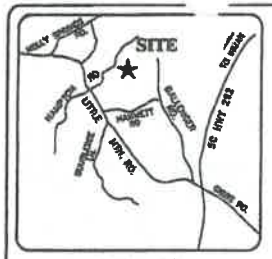
SOUTH CAROLINA 21232 REGISTERED LAND SURVEYOR GEORGE B. SOUTHER

GEORGE B. SOUTHER PLS # 21232
JOB NO. 02825

PLT-2010-27554
Recorded 1 Pages on 7/19/2010 12:27:03 PM
Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

PLAINTIFF'S EXHIBIT 12 2-12-19

P274



I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

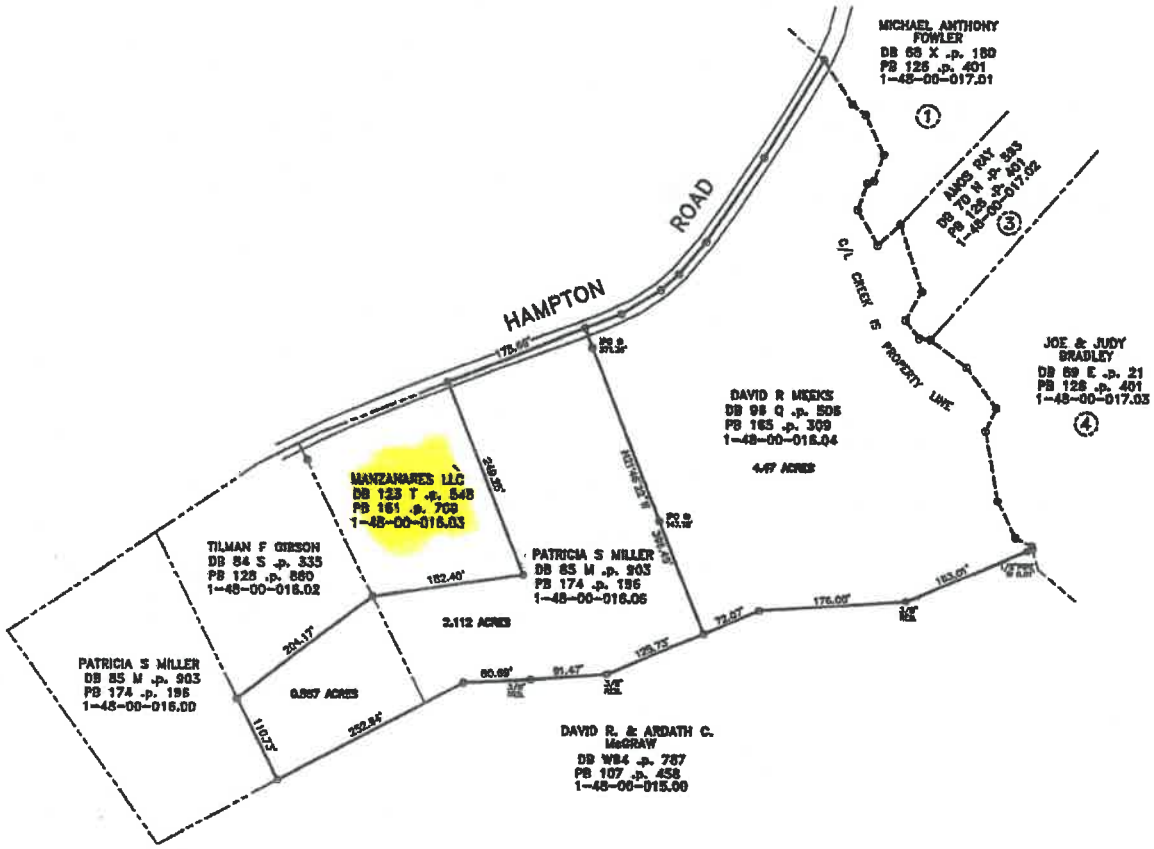
CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD AND NOT OF RECORD.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.



PLAINTIFF'S EXHIBIT 13 7-12-19

LEGEND
- 1/2" REBAR FOUND (IPO)
- 1/2" REBAR SET (IPS)
- MAG NAIL FOUND IN ROAD
- MAG NAIL SET IN ROAD
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- CONCRETE
- FENCE
- P — OVERHEAD POWER

NOTES: ALL PINS ARE 1/2" REBAR OR MAG NAILS IN ROAD, UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1 INCH = 100 FEET

EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240

GEORGE B. SOUTHER PLS # 21232
JOB NO. 08225-sc



SOUTHER LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
PHONE:864-473-1240

Invoice

Date	Invoice #
7/6/2010	3123

Bill To	Property Location
DAVID R. & LUCIA F. MEEKS 2325 HAMPTON ROAD WELLFORD, SC 29385	HAMPTON ROAD

P.O. No.	Terms
02825	Net 30

Description	Rate	Amount
BOUNDARY SURVEY OF 4.47 ACRES ON HAMPTON ROAD	650.00	650.00

PAID

Thank you for your business.

Total $650.00

Jul 07 10 11:02a Hollywild Animal Park 864-472-6336 p.1

1-22-13

Pay Patty Miller $500. (My after
the 1st $500. down payment.
I owe 14,000 balance.
Love & Miss



FAX TRANSMISSION

HENDERSON, BRANDT & VIETH, P.A.
360 E. Henry St., Ste. 101
Spartanburg, SC 29302-2646
Office (864) 582-2962
Josh (864) 582-5202 direct
Stephanie (864) 699-5763 direct
Fax: (864) 583-1894

To: David Meeks **Date:** 7/14/10

Fax #: 472-6336 **Pages:** 3, including this cover

From: Josh Henderson

Subject: closing statement

David –

Please call me with any questions. We will need you to bring a cashier's check payable to "HBV Trust Account" for the amount shown on line 303. If you do not want title insurance, subtract $175.00 from that amount. Look forward to seeing you tomorrow at 2pm.

Josh
582-5202 (direct)

CONFIDENTIALITY NOTICE: This fax transmission is intended only for the personal and confidential use of the designated recipient(s) named above and may contain work product and/or attorney-client information, which is privileged, confidential or otherwise exempt from disclosure under applicable law. If you are not a named recipient, **YOU ARE HEREBY NOTIFIED** that any review, dissemination, distribution, disclosure or copying of this message and/or attachments is **STRICTLY PROHIBITED.** If you have received this fax transmission in error, please notify us immediately at the telephone number listed above to arrange for the return of the original transmission. Thank you for your cooperation.

MILLER 40

DEFENDANT'S EXHIBIT
1-12-19

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CA# 2018-CP-42-03639
COUNTY OF SPARTANBURG	)	
	)	
Patricia Miller,	)	
	)	**MOTION FOR SUMMARY JUDGMENT**
Plaintiff,	)	
	)	
v.	)	
	)	
David Meeks,	)	
	)	
Defendant.	)	
	)	

Plaintiff Patricia Miller ("Plaintiff") respectfully moves for summary judgment pursuant to S.C. R. Civ. Pro. 56), on the following basis:

Plaintiff seeks summary judgment on her claim and Defendant's Counterclaim. Defendants have filed a Counterclaim for revision of a sale agreement in 2010 for which they seek both revisions of the property lines and attorney's fees and an allowance to keep use of property open which he trespassed.

1. There are no facts in dispute.
2. The closing documents speak for themselves.
3. The agreement is not ambiguous.
4. Defendant does not have damages.
5. There can be no change of the property lines from Plaintiff and Defendant's 2010 sale and therefore the case has no merit.

Based on the foregoing, in support of South Carolina law, statutes, evidence, and a memorandum to be filed, Plaintiff seeks dismissal of Defendant's Counterclaim.

ELECTRONICALLY FILED - 2019 May 13 9:12 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

Additionally, Plaintiff seeks an order establishing her ownership of the property at issue in this case and that Defendant has trespassed upon said property.

The Ward Law Firm, PA
Attorney for Plaintiff

s/Jason M. Imhoff
Jason M. Imhoff (SC Bar No: 69355)
The Ward Law Firm, PA
P.O. Box 5663
Spartanburg, SC 29304
Telephone: (864) 582-3075
Facsimile: (864) 585-3090

May 10, 2019

ELECTRONICALLY FILED - 2019 May 13 9:12 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

ELECTRONICALLY FILED - 2019 Aug 20 9:35 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA)		
)	**IN THE COURT OF COMMON PLEAS**	
COUNTY OF SPARTANBURG)	**SEVENTH JUDICIAL CIRCUIT**	
PATRICIA MILLER,)		
)		
Plaintiff,)		
)	**MOTION FOR REFERENCE**	
vs.)	**TO THE MASTER-IN-EQUITY**	
)	**AND FOR PARTIAL**	
DAVID MEEKS,)	**SUMMARY JUDGMENT**	
)		
Defendant.)		

YOU WILL PLEASE TAKE NOTICE that the Defendant, by and through his undersigned counsel, will move before the Presiding Judge of the Court of Common Pleas of the Seventh Judicial Circuit at the Spartanburg County Judicial Center, 180 Magnolia Street, Spartanburg, South Carolina 29306, at such time and place therein as is convenient to the court and counsel, for an Order as follows:

1. **REFERENCE TO MASTER-IN-EQUITY:** This is a real property boundary line dispute. By way of counterclaim, the Defendant seeks reformation of the deed to the property which is the subject of this action. Reformation of a deed is an equitable remedy. ***Sims v. Tyler, 276 SC 640 (1981), Belin v. Stikeleather, 232 SC 116 (1957).*** The parties agreed in their depositions on July 12, 2019 that the plat of the survey upon which the disputed property was deeded is incorrect, and therefore the correct boundary lines must be determined by the court. The correct location of the boundary lines, therefore, becomes an issue of law for the court. ***Rule 39(b), South Carolina Rules of Civil Procedure.*** This is a relatively complex matter concerning contractual language, surveys and other technical data and considerations that the Master-in-Equity for Spartanburg County is uniquely experienced to resolve. The Defendant

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therefore seeks an Order of Reference pursuant to Rule 53. The Plaintiff's Complaint alleges other legal causes of action; however, the decision of the Master would not preclude a jury trial on any remaining legal claims.

2. **MUTUAL MISTAKE OF FACT**: At their depositions, both the Plaintiff and the Defendant testified unequivocally that the plat of the survey of the property referenced in the description in the deed from the Defendant to the Plaintiff was incorrect, and did not accurately describe the property to be conveyed in their Buy and Sell Agreement. The inaccuracy of the survey was also confirmed by the testimony of Plaintiff's son, Frank Clyde Miller, Jr., at his deposition on June 26, 2019. This testimony establishes a mutual mistake of fact by clear and convincing evidence as a matter of law. Accordingly, the Defendant is entitled to summary judgment on this issue.

3. **NUISANCE**: The Plaintiff's Second Cause of Action seeks damages for alleged interference with Plaintiff's use and enjoyment of her property based upon the Defendant's use of his property as a goat farm. However, the Plaintiff clearly stated at her deposition that the goats were "wonderful" and were not a nuisance at all. Accordingly, the Second Cause of Action seeking damages for nuisance should be dismissed.

At the hearing on these motions, the Defendant will rely on all discovery in the case, including the depositions of the parties and other witnesses, as well as any memoranda hereinafter filed.

August 19, 2019

Spartanburg, S. C.

s/Gary L. Compton

GARY L. COMPTON SC BAR NO. 1351
Attorney for Defendant
296 S. Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Phone: (864) 583-5186
gary@garylcompton.com

ELECTRONICALLY FILED - 2019 Sep 26 11:24 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA) **)** **COUNTY OF SPARTANBURG)**	**IN THE COURT OF COMMON PLEAS** **SEVENTH JUDICIAL CIRCUIT**
PATRICIA MILLER, **Plaintiff,** **vs.** **DAVID MEEKS,** **Defendant.**	**MEMORANDUM OF DEFENDANT** **2018-CP-42-03639**

This matter is before the Court by way of the Motions of the Plaintiff for Summary Judgment and to Compel Discovery, as well as the Motion of the Defendant for Partial Summary Judgment and for reference to the Master-in-Equity. The Defendant submits this Memorandum in support of his positions as to all Motions.

FACTS

On or about May 27, 2010, the parties entered into an Agreement to Sell and Buy ("the Agreement"), whereby the Plaintiff agreed to sell to the Defendant certain real property located in Spartanburg County. A copy of the Agreement is attached hereto as **Exhibit A.**

The Agreement was hand-written by the Defendant. It does not designate an acreage amount, but describes, in layman's terms, the boundaries of the property being sold. The Defendant engaged Souther Land Surveying to perform a survey and to prepare a closing plat. Souther Land Surveying conducted a survey and prepared a plat ("the closing plat"), a copy of which is attached hereto as **Exhibit B.**

On July 15, 2010, the closing took place at the office of Attorney Josh Henderson. The Defendant delivered the purchase price to the Plaintiff, who executed a deed to the

ELECTRONICALLY FILED - 2019 Sep 26 11:24 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

Defendant referencing the closing plat. A copy of the Plaintiff's deed is attached hereto as **Exhibit C.**

Shortly after the closing, the Defendant erected a chain-link fence that extends from Hampton Road south to the McGraw boundary. The location of the fence does not correspond with the western boundary shown on the closing plat, but is in fact approximately 175 feet to the west. The Defendant fenced in the remainder of the property to the east as well, and has used the property since as a goat pasture. The fence was constructed along the property then owned by the Plaintiff's son, Frank Clyde Miller, Jr. The Plaintiff resides three (3) lots west of the fence on Hampton Road.

The Plaintiff filed this action in 2018 alleging several causes of action, including trespass and seeking ejectment. The Defendant has counterclaimed for equitable relief of deed reformation based upon mutual mistake.

ARGUMENT

1. ***The parties, and the Plaintiff's son, all agree that the June 30, 2010 closing survey prepared by Souther Land Surveying is incorrect.***

At the request of the Defendant, Souther Land Surveying prepared a revised plat of the disputed property dated June 21, 2019. A copy of the revised survey is attached hereto as **Exhibit D.** This revised plat shows Parcel No. 1-48-00-016.03 located approximately 175 feet west of the same parcel number designated on the closing plat. It was along this property line that the Defendant erected the chain-link fence shortly after the closing.

At her deposition on July 12, 2019, the Plaintiff stated unequivocally that the chain-link fence erected by the Defendant is located on the agreed-upon boundary, and she makes no claim whatsoever to any of the property located to the east of the chain-link fence. **Exhibit E, Plaintiff's deposition, page 18, line 14 – page 19, line 9**. This was also the clear

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and unequivocal testimony of the Plaintiff's son, Frank Clyde Miller, Jr., who resided on the property adjoining the fence until August of 2018. **Exhibit F, deposition of Frank Clyde Miller, Jr., page 36, line 15 – page 37, line 25; Defendant's Exhibit 4 to deposition.**

In his deposition, the Defendant testified that he erected the chain-link fence almost immediately after the closing. Although the fence was located just a few yards from the front door of the Plaintiff's son, neither Mr. Miller nor the Plaintiff ever complained to the Defendant that the fence was not located on the property line designated on the closing plat. The Defendant further testified that, for several reasons, he did not immediately fence in all the property that he believed he had purchased.

2. ***The parties' repudiation and denial of the accuracy of the closing plat constitutes a mutual mistake of fact requiring reformation of the deed.***

Obviously, neither party would have consummated the transaction if either had been aware of the inaccuracy of the closing plat. It is also clear from their deposition testimony that neither party was aware of the inaccuracies, and assumed that the closing plat correctly depicted the property being sold.

Furthermore, while the parties continue to disagree as to the actual boundary lines of the property as described in the Agreement, both agree that the survey is incorrect. **Exhibit G** attached hereto is the closing plat with the correct boundary lines, according to the testimony of both the Defendant and the Plaintiff's son, outlined in red. Attached hereto as **Exhibit H** is the boundary line of the property as testified to by the Plaintiff. As the Court can see, while neither party agrees on the correct property line as described in the Agreement, both acknowledge that the closing plat does not do so. This is a classic mutual mistake of fact.

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3. ***Reformation of a deed is an equitable matter that should be referred to the Master-in Equity.***

A Court of Equity may reform a deed to accurately reflect the intent of the parties when the deed is based on a mutual mistake of fact. ***Sims v. Tyler, 276 SC 640 (1981), Belin v. Stikeleather, 232 SC 116 (1957).*** The correct location of the boundary lines, by virtue of the mutual mistake of fact, is an issue of law for the Court. **Rule 39(b), South Carolina Rules of Civil Procedure**. The Circuit Court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case. **Rule 53(b), South Carolina Rules of Civil Procedure.**

Although the parties dispute only concerns the ownership of an approximately one-half (1/2) acre of land-locked, unimproved property, the determination of the correct boundary is a rather complex matter of interpretation of contractual language and survey comparisons. While it would be a challenging matter for a jury, the Master-in-Equity is uniquely experienced and qualified to resolve the issue equitably. Of course, should any legal issues or claims remain following the determination by the Master of the correct boundary lines, those issues and claims can be returned to the Court for a jury trial.

4. ***The Defendant is entitled to dismissal of the Plaintiff's Second Cause of Action seeking damages for nuisance.***

The Plaintiff's Second Cause of Action seeks damages for the alleged interference with her use and enjoyment of her property based upon the Defendant's use of his property as a goat farm. In his deposition, the Plaintiff's son, Frank Clyde Miller, Jr., who lived next door to the goat farm for eight (8) years, testified that he never had a problem with the goats and they were not a nuisance at all. **Exhibit F, Frank Clyde Miller, Jr. deposition, page 34, line 10 – page 36, line 14.** The Plaintiff, who lives a quarter of a mile from the goat farm,

testified that the goats were "beautiful" and that the goats did not smell, **Exhibit I, Plaintiff's deposition, page 28, line 8 – 21, page 29, line 4 - 13,** nor could she articulate any behavior on the part of the goats which would rise to the level of a nuisance, or which has caused her any form of monetary loss. The Defendant is, therefore, entitled to dismissal of this claim.

CONCLUSION

For the reasons set forth herein, the Motions of the Plaintiff should be dismissed, the equitable issues should be referred to the Master-in-Equity for Spartanburg County for trial and resolution, and any remaining legal issues unresolved by the Master should be preserved.

September 26, 2019

Spartanburg, S. C.

s/Gary L. Compton
GARY L. COMPTON SC BAR NO. 1351
Attorney for Defendant
296 S. Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Phone: (864) 583-5186
gary@garylcompton.com

ELECTRONICALLY FILED - 2019 Sep 26 11:24 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

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EXHIBIT A

ELECTRONICALLY FILED - 2019 Sep 26 11:24 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

AGREEMENT TO SELL AND BUY

In consideration of the sum of $500. Five Hundred Dollars ($ 500.) this day received from David R. Meeks Purchaser of the following described property:

all that property that joins Frank C. Miller Jr., Roy Mc Mcsaw, joins Hampton Rd, continues to center of creek at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($ 15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. Meeks heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500. PROVIDED said balance due is paid to Seller on or before June 25th, 2018.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 27th day of May, 2018.

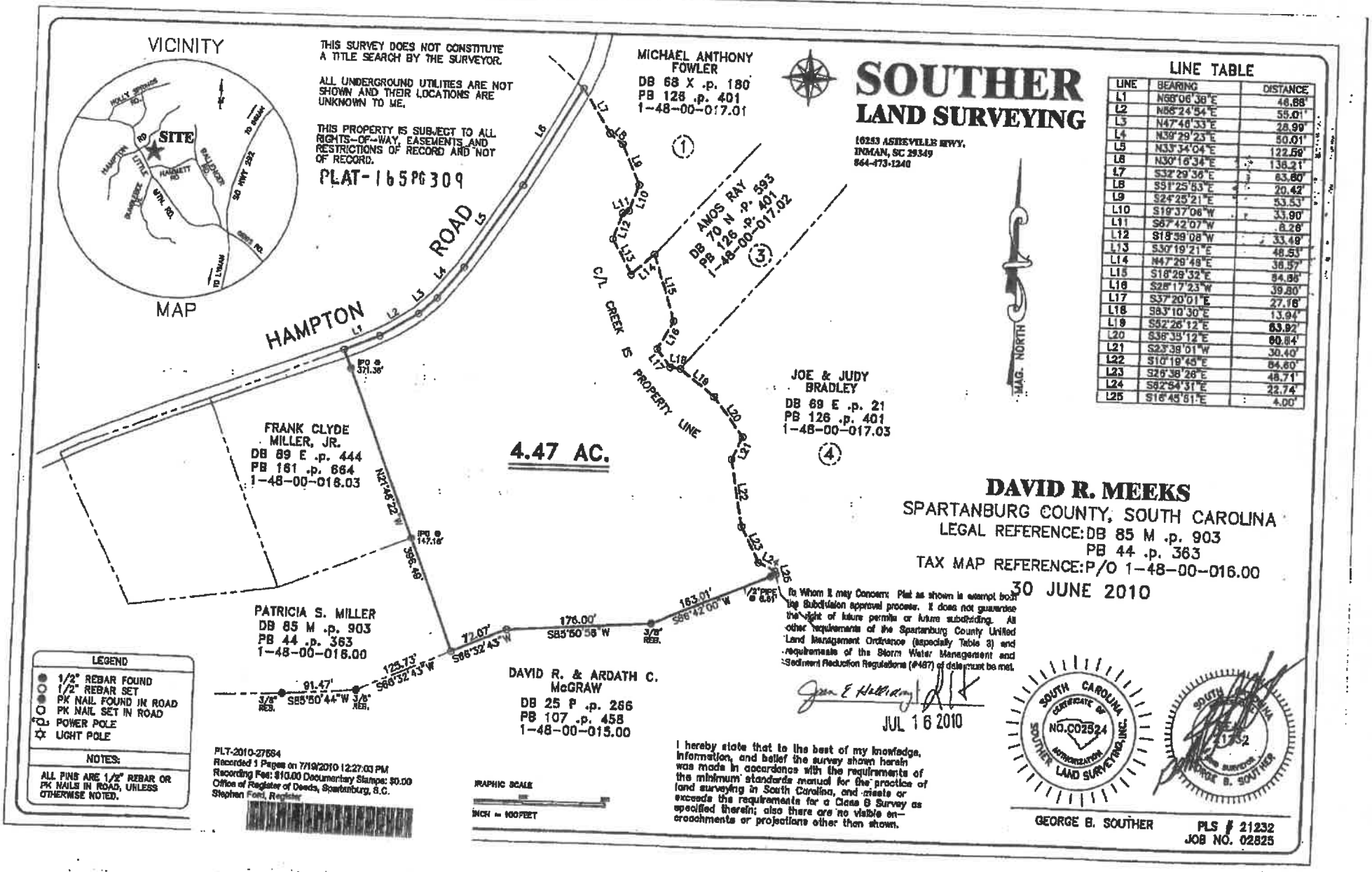
Signed, sealed and delivered in the presence of:

Seller

David A. Meeks
Purchaser

ELECTRONICALLY FILED - 2019 Sep 26 11:24 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

EXHIBIT B



P291

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EXHIBIT C

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DEED96-Q P650b

DEE-2010-27553
Recorded 2 Pages on 7/19/2010 12:26:47 PM
Recording Fee: $10.00 Documentary Stamps: $55.50
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register



Grantee's Address: 2325 Hampton Rd.
Wellford SC 29385

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that, **I, PATRICIA S. MILLER,** in the State and County aforesaid, in consideration of **FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS,** the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto:

DAVID R. MEEKS, his heirs and assigns forever:

All that certain piece, parcel or lot of land, with improvements thereon, if any, lying, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as a lot containing 4.47 acres, more or less, on a plat of survey for David R. Meeks prepared by Souther Land Surveying, dated June 30, 2010 to be recorded in the Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat for a more detailed metes and bounds description.

This is a portion of the same property conveyed to Grantor herein by deed of Frank Clyde Miller, recorded April 10, 2006 in Deed Book 85-M at page 903, Register of Deeds for Spartanburg County, South Carolina, reference to which deed and the aforesaid plat is hereby specifically made for a more detailed description of the property conveyed hereby.

BLOCK MAP NO.: p/o 1-48-00-016.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

96-Q P6507

WITNESS the grantor's(s') hand(s) and seal(s) this 15 day of July, 2010.

SIGNED, sealed and delivered
in the presence of:

Patricia S. Miller (SEAL)
PATRICIA S. MILLER

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Grantor(s) herein, **PATRICIA S. MILLER,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 15 day of July, 2010.

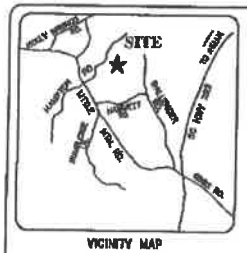
(SEAL)
Notary Public for South Carolina
My Commission Expires: 12/6/11

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EXHIBIT D

ELECTRONICALLY FILED - 2019 Sep 26 11:24 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639



VICINITY MAP

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 S Survey as specified thereby also there are no visible encroachments or projections other than shown.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

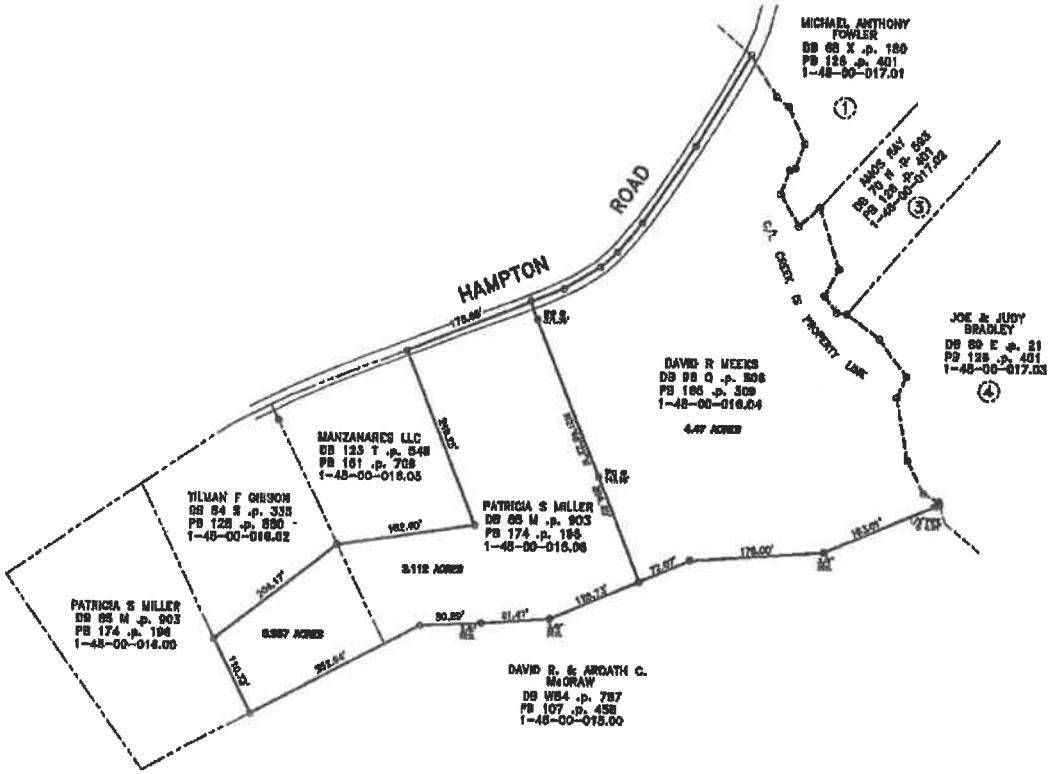
CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND, RESTRICTIONS OF RECORD AND NOT OF RECORD.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.



LEGEND
- 1/2" REBAR FOUND (IPO)
- 1/2" REBAR SET (IPS)
- MAG NAIL FOUND IN ROAD
- MAG NAIL SET IN ROAD
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- CONCRETE
- —o—o— FENCE
- — P — OVERHEAD POWER

GRAPHIC SCALE
1 INCH = 100 FEET

EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240

GEORGE B. SOUTHER PLS # 21232
JOB NO. 08225-01

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EXHIBIT E

PLAINTIFF'S DEPOSITION EXCERPTS

put up a fence and made --- and made a barn. I guess you'd call it a barn. I don't know, and he told me I --- and everyone, not only him, but other people said you couldn't build on that land.

See, my cousin's aunt, rather my son's aunt wanted to build a house down there, and they told it wasn't buildable, and he said the same thing. A few days later after I sold it, he built --- put it on, which I didn't care, because --- you know, I sold him those three acres, so it didn't bother me.

Q. Right?

A. But when he started going up and up, huh-huh (negative response).

Q. Okay. So --- so when he first bought it and he put the fence up and put the goats in there, ---

A. That's the big part.

Q. Let me finish my question. On the big part?

A. Uh-huh (affirmative response).

Q. You didn't have any problem with it at that time?

A. No, no, no, no, no.

Q. Okay.

A. Because I ---

Q. And it was only until about a year or so ago that he ---

A. Yeah, that I noticed that he was coming out and taking more.

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Q. Expanding the fence?
A. Yeah, you can't do that. My husband worked 30 years to make that payment, and now he's in a nursing home. That's for my children.
Q. All right, but ---
A. Not for goats.
Q. But where he put the fence to start with?
A. No, that's fine. Where he put it on, that's fine, because he bought those three acres.
Q. I see. You thought it was three acres?
A. God as my witness I thought --- yes, I know it was three acres.
Q. Okay, but ---
A. And I don't know how --- how that got on there. I never saw that before like this. Huh-huh (negative response). It was three acres I sold him, and he knows it.
Q. Okay. The contract that you had with him does not state any acreage, does it?
A. I --- I really don't know. I thought it did. It was supposed to.
Q. Well, let me show you ---
A. No, it was stolen. I had it.

I had a piece like this, and you can see some of these are pieced together. I mean, common sense can tell you that.

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EXHIBIT F

FRANK CLYDE MILLER, JR.

DEPOSITION EXCERPTS

and took a job with the VBA.

Q. With the ---

A. The VA, Veteran's Benefits Administration.

Q. Okay.

A. There's a VHA, VBA and then the National Memorial.

Q. Okay. That's what I thought you said.

Okay. Back to when the fence went up. You said that it bothered you that the fence went up?

A. Uh-huh (affirmative response).

Q. And then the animals came, I guess, after that?

A. Yes.

Q. And what kind of animals are there?

A. They're goats.

Q. Are they billy goats or what kind?

A. They're, from my understanding, they're --- they're not billy goats. They're not cheap goats. They're --- they're from --- of the euro mountains. They're very pretty goats. I was actually pretty pleased with --- they actually wound up being a very soothing, having a soothing presence. I actually enjoyed sitting and watching the goats.

Q. Really?

A. After a while, yeah. I thought they would smell. I thought they would stink. I really was upset that my mother had sold that property. I thought she was getting

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ripped off, and, honestly, I just didn't want to be next to a bunch of smelly goats.

Q. But these goats aren't smelly?

A. Well, I'm sure they smell if you get close enough to them. I mean any animal would.

Q. All right.

A. But there was no odor that lofted up into my yard, no.

Q. So you never did --- you never were bothered by any smell?

A. No. Every once in a while one of them would get out, and we would call the zoo and let them know, because we didn't want them to get hurt. There was one on top of my car one day, which was funny.

Q. On top of your what?

A. Car.

Q. Oh?

A. Didn't do any damage. It was an old convertible, and there was one that was on my front porch one day, and that was hilarious, because the way it scampered off, we still joke and laugh about that, but that, Mr. Meeks fixed the fence, so that never was an issue, again.

Q. Did they make any noise?

A. You could hear them, you know, do whatever the goat noise does every once in a while if you were down next to the fence.

Q. Was it bothersome to you?

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A. No. Like I said, they were actually very relaxing. Like, actually, I enjoyed sitting there drinking my coffee and looking at them.

Q. But they didn't make a sound like a billy goat makes, ahhhh, that they can make?

A. No, they make goat noises, but, I mean, like I said, you know, once you, you could hear them if you were outside in the yard, but ---

Q. Loud as a barking dog?

A. Probably not even that, because they went all the way down to the creek. So they had all that land back down there. See, they would only come up to the fence if I was walking around the fence. I guess they were looking for a handout, thinking I was going to feed them.

Q. I see. When the fence went up, did anyone suggest to you that it was not where it was supposed to be?

A. No.

Q. Okay. Your mother lives like three doors up?

A. Two doors up.

Q. Two doors up?

A. Uh-huh (affirmative response). The other --- there's one house between me and my mother. That's Tillman's.

Q. I see.

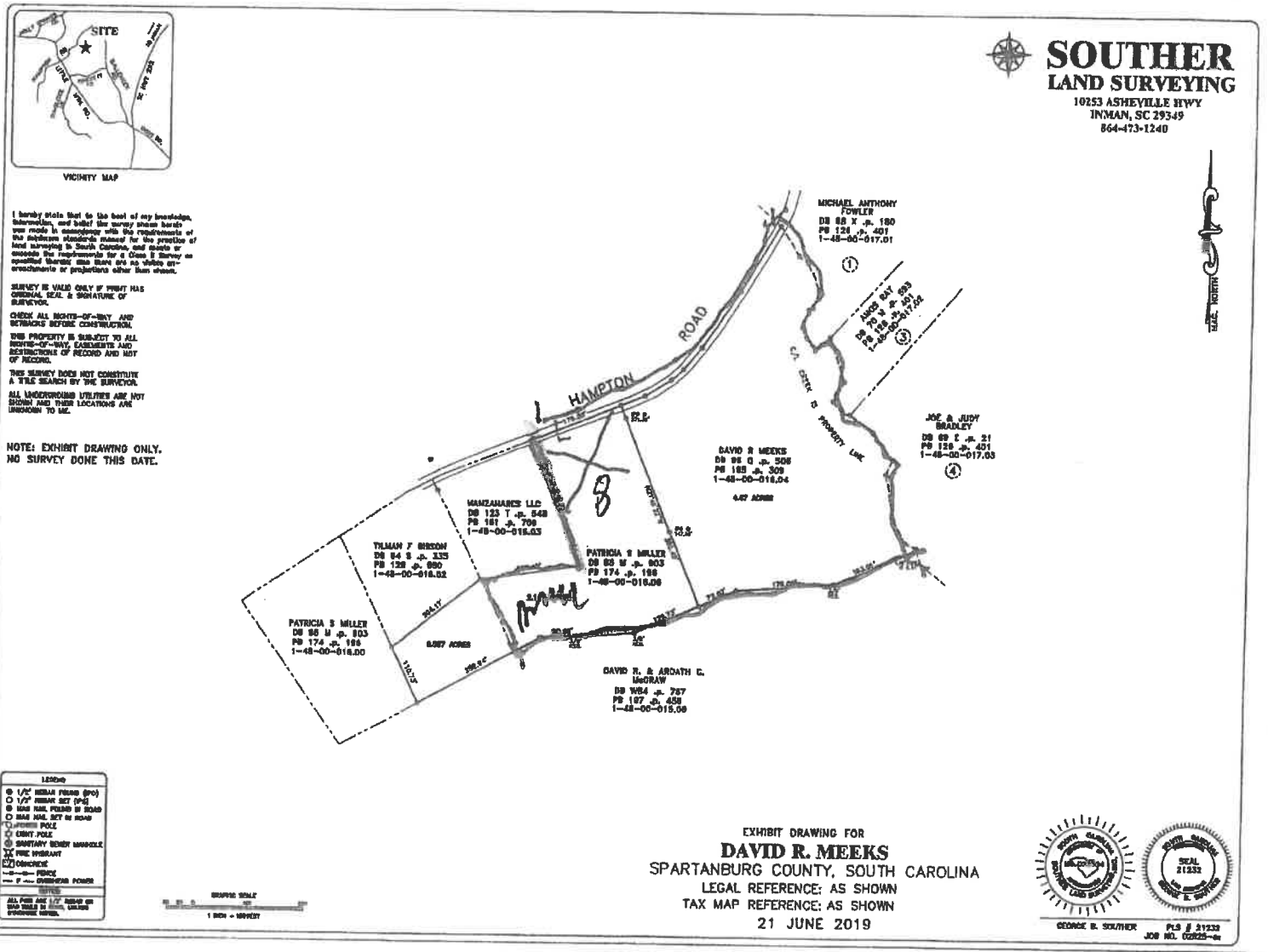
So it was you, and then Tillman and then your mom?

A. Then my mother, right.

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Q. Okay, and I take it your mother would get out a fair amount. Was she driving during this time?
A. Yes.
Q. Did she ever say to you that, "That fence was in the wrong place and we need to make Mr. Meeks take it down"?
A. No.
Q. Did she ever suggest to you that, when he started working on the other side of the fence, that the improvements that he was making over there was on her property?
A. Which other side of the fence?
Q. Well, on his side of the fence he built a shed, built some other things for the goats?
A. Are we talking about the property directly behind my house or are we talking about the property where the big barn is?
Q. Where the big barn is.
A. No.
Q. Okay. So she never objected to any of that going up?
A. No.
Q. Did any of your other family members suggest to you that those improvements were on their property?
A. No.
Q. Did you ever have any reason to believe that she thought that he was trespassing, Mr. Meeks was trespassing?
A. No.

ELECTRONICALLY FILED - 2019 Sep 26 11:24 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

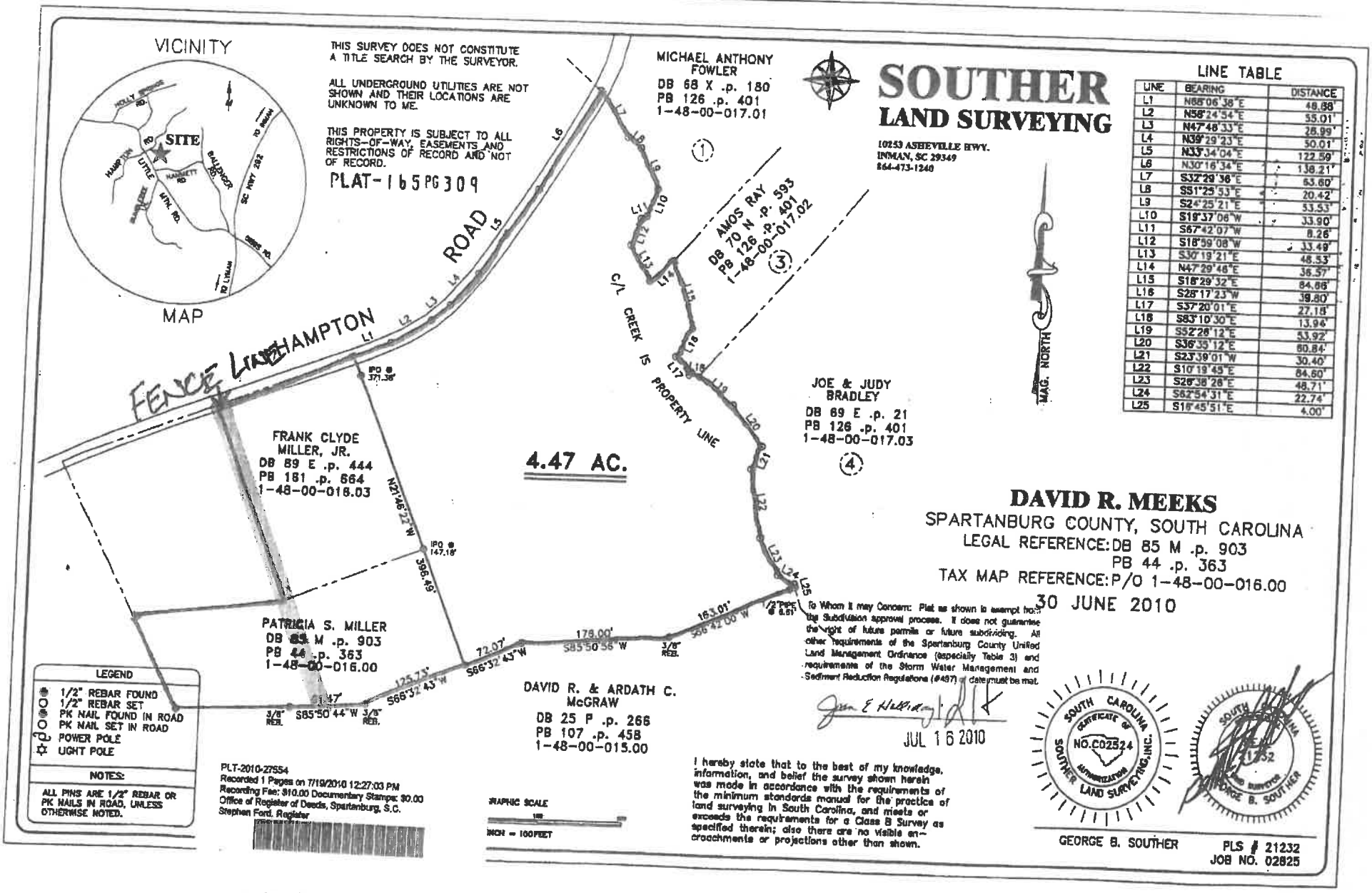


DEFENDANT'S EXHIBIT 4

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EXHIBIT G

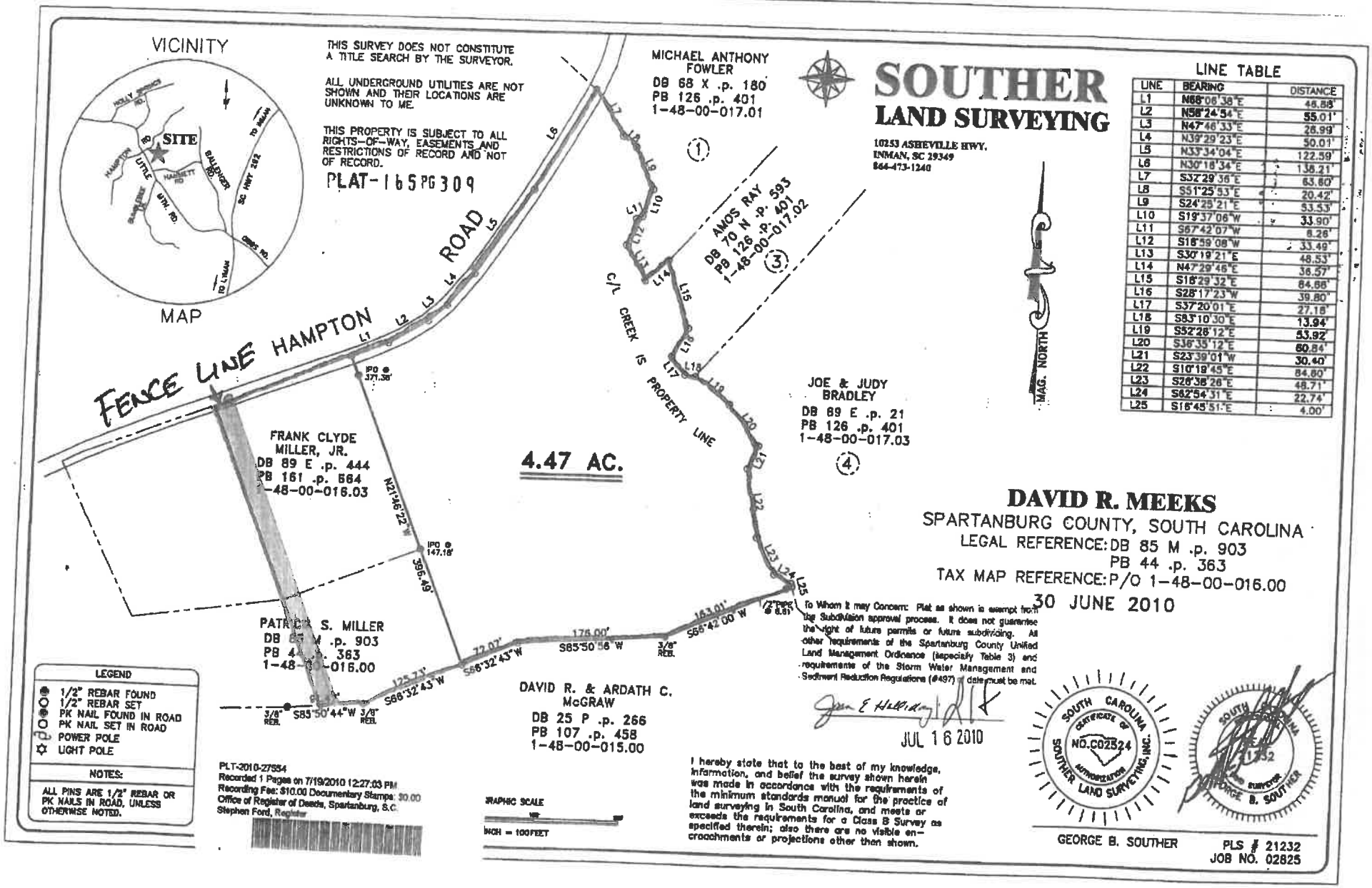


P307

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EXHIBIT H



P309

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Q. The property that you sold him, though, was not suitable for anybody to live on, was it?
A. Sure. Well, according to Aunt Gladys, no.
Q. But it was quite suitable ---
A. The three acres I'm talking about.
Q. Right, but it was quite suitable for goats to live on?
A. Yeah. Sure. He loves his goats.
Q. Yes? Well, what do you think about the goats?
A. I think they're beautiful. They're pretty. They're really pretty goats.
Q. They really are.

They're kind of exotic looking, aren't they?

A. Yeah, they're really pretty.
Q. They're not really what we think of as goats?
A. No.
Q. They're not billy goats?
A. No.
Q. They don't ---
A. No, no, no. They're different.
Q. Yeah, they don't make noise like a billy goat, do they?
A. No, but the dogs sure do.
Q. Oh, the dogs?
A. Oh, my god, every night you hear those dogs barking down there. You wake up.
Q. I guess there's not a dog that doesn't bark?

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A. Every night.
Q. But ---
A. Every night.
Q. --- these goats, also unlike billy goats, they don't really smell like billy goats, either, do they?
A. I don't know. I didn't --- I didn't smell them. I didn't go and smell them, so I don't.
Q. From your house you can't smell them?
A. No.
Q. And they don't make --- they don't make any noise, at least not that you can hear at your house?
A. No, not that I can hear. Like I said, that's on his three acres. That's, you know, ---
Q. That's ---
A. But now they're on mine. Oh, David. Oh, plus there was a whole bunch of poopy from the goats, and that's not healthy, just in a big pile. I've seen that.
Q. You've seen what?
A. A whole bunch of poopy from the goats right there on my land on --- like going down this way.
Q. Oh?
A. A whole big pile of poopy from ---
Q. A whole pile of goat poop?
A. Yeah. That's not healthy.
Q. Okay. Give me just a few more minutes. I think I'm about

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ELECTRONICALLY FILED - 2020 Feb 12 3:53 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA) **)** **COUNTY OF SPARTANBURG)**	**IN THE COURT OF COMMON PLEAS** **SEVENTH JUDICIAL CIRCUIT**
PATRICIA MILLER, **Plaintiff,** **vs.** **DAVID MEEKS,** **Defendant.**	**MOTION FOR SUMMARY JUDGMENT** **2018-CP-42-03639**

TO: THE PLAINTIFF, PATRICIA MILLER AND HER ATTORNEY, JASON IMHOFF:

YOU WILL PLEASE TAKE NOTICE that the Defendant, by and through his undersigned counsel, will move before the Honorable Gordon G. Cooper, Master-in-Equity for Spartanburg County, at the Spartanburg County Judicial Center, 180 Magnolia Street, Spartanburg, South Carolina, at a time and place that is convenient to the court and counsel, for an Order pursuant to Rule 56(a) of the South Carolina Rules of Civil Procedure granting the Defendant summary judgment against the Plaintiff Patricia Miller on the First Counterclaim of the Defendant, Reformation of Deed, allegations 33 through 38 of the Defendant's Answer and Counterclaim, on the following grounds:

1. On June 26, 2019, Mr. Frank Clyde Miller, Jr., the son of the Plaintiff, testified in his deposition that the closing survey prepared by Souther Land Surveying dated June 30, 2010 (Plat Book 165, Page 309) does not accurately reflect the property described in the Agreement to Sell and Buy between the parties dated May 27, 2010.

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2. Mr. Miller further testified that the description of the property in the Agreement to Sell and Buy is accurately set forth in the revised plat by Souther Land Surveying dated June 21, 2019, a copy of which is attached hereto as **Exhibit A.**

3. Until August of 2019, Mr. Miller resided upon the lot designated "Manzanares, LLC", and testified he was familiar with the terms of the Agreement to Sell and Buy between the parties and, in fact, opposed the sale of the property by his mother to the Defendant.

4. In his deposition testimony on July 12, 2019, the Defendant agreed with Mr. Miller that the Agreement to Sell and Buy describes property outlined in red on **Exhibit A** attached hereto.

5. In her deposition testimony on July 12, 2019, the Plaintiff stated that the June 30, 2010 Souther plat was incorrect, and she makes no claim to any of the property east of the chain-link fencing installed by the Plaintiff and designated by the green line on **Exhibit B** attached hereto.

6. In her Order dated November 5, 2019, Judge Knie found that "it has been agreed that the plat of the survey upon which the disputed property was deeded was incorrect, and therefore the correct boundary lines must be determined by the Court. The correct location of the boundary lines, therefore, becomes an issue of law for the Court."

7. Based upon the testimony of the parties and Mr. Miller, the Defendant is entitled to an Order of this Court declaring the Defendant to be the owner in fee simple title to the property outlined in red on **Exhibit A** attached hereto.

ELECTRONICALLY FILED - 2020 Feb 12 3:53 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

8. The Defendant is informed and believes that the Court should require that a plat be prepared and recorded showing the property rightfully purchased by the Defendant pursuant to the Agreement to Sell and Buy.

Based on the foregoing, the Defendant is informed and believes that there is no issue of material fact which remains for this Court to decide, and that he is entitled to the requested judgment as a matter of law. In support of the motion, the Defendant intends to rely on the depositions of the parties and Mr. Miller, as well as the exhibits thereto, which are on file with the Court; the Memorandum of Defendant and exhibits dated September 26, 2019; the Order of Judge Knie dated November 5, 2019 and such other affidavits, exhibits or other memoranda hereafter filed.

February 12, 2020

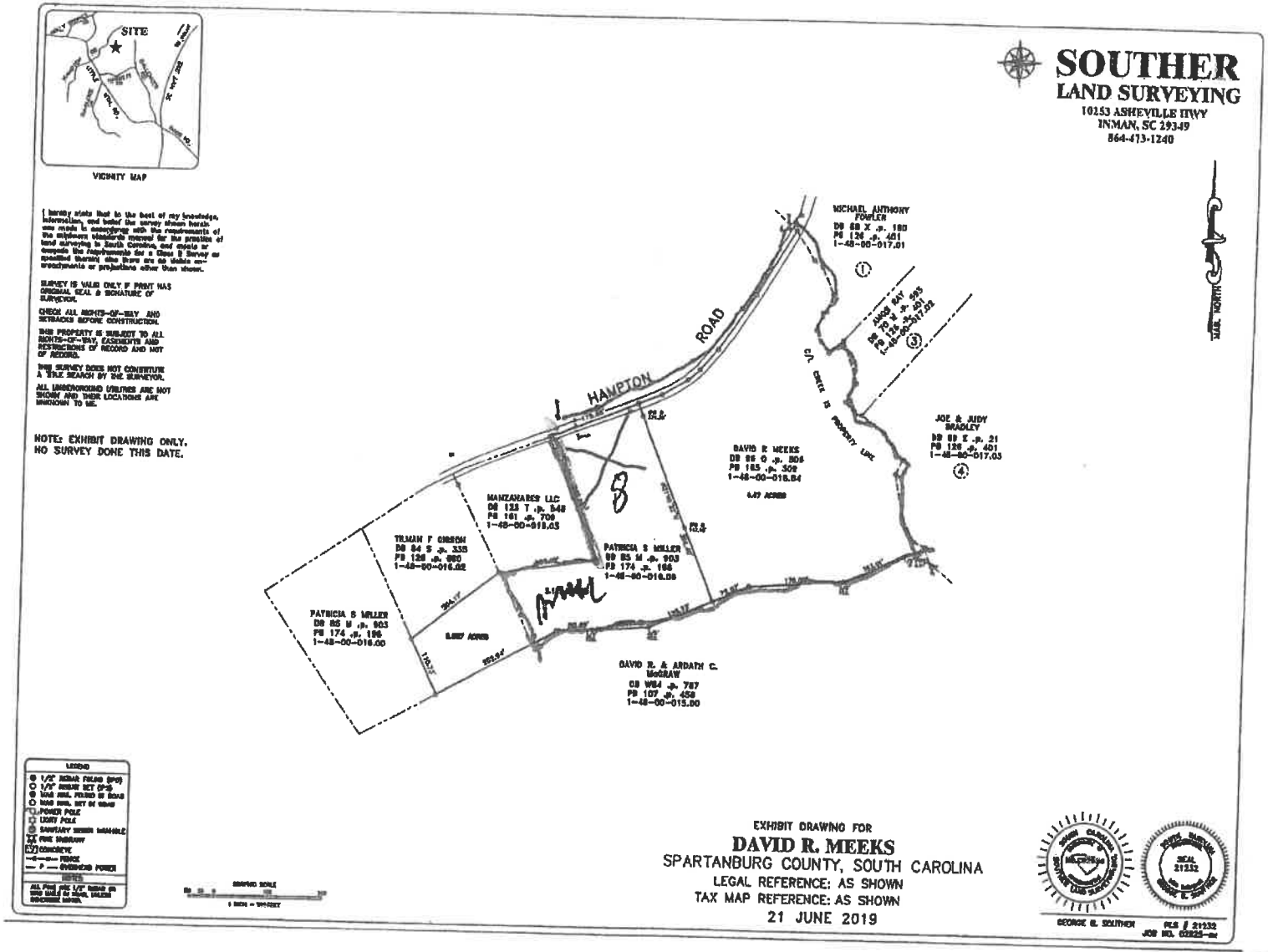
Spartanburg, S. C.

s/Gary L. Compton

GARY L. COMPTON SC BAR NO. 1351
Attorney for Defendant
296 S. Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Phone: (864) 583-5186
Fax: (864) 585-0139
gary@garylcompton.com

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EXHIBIT A

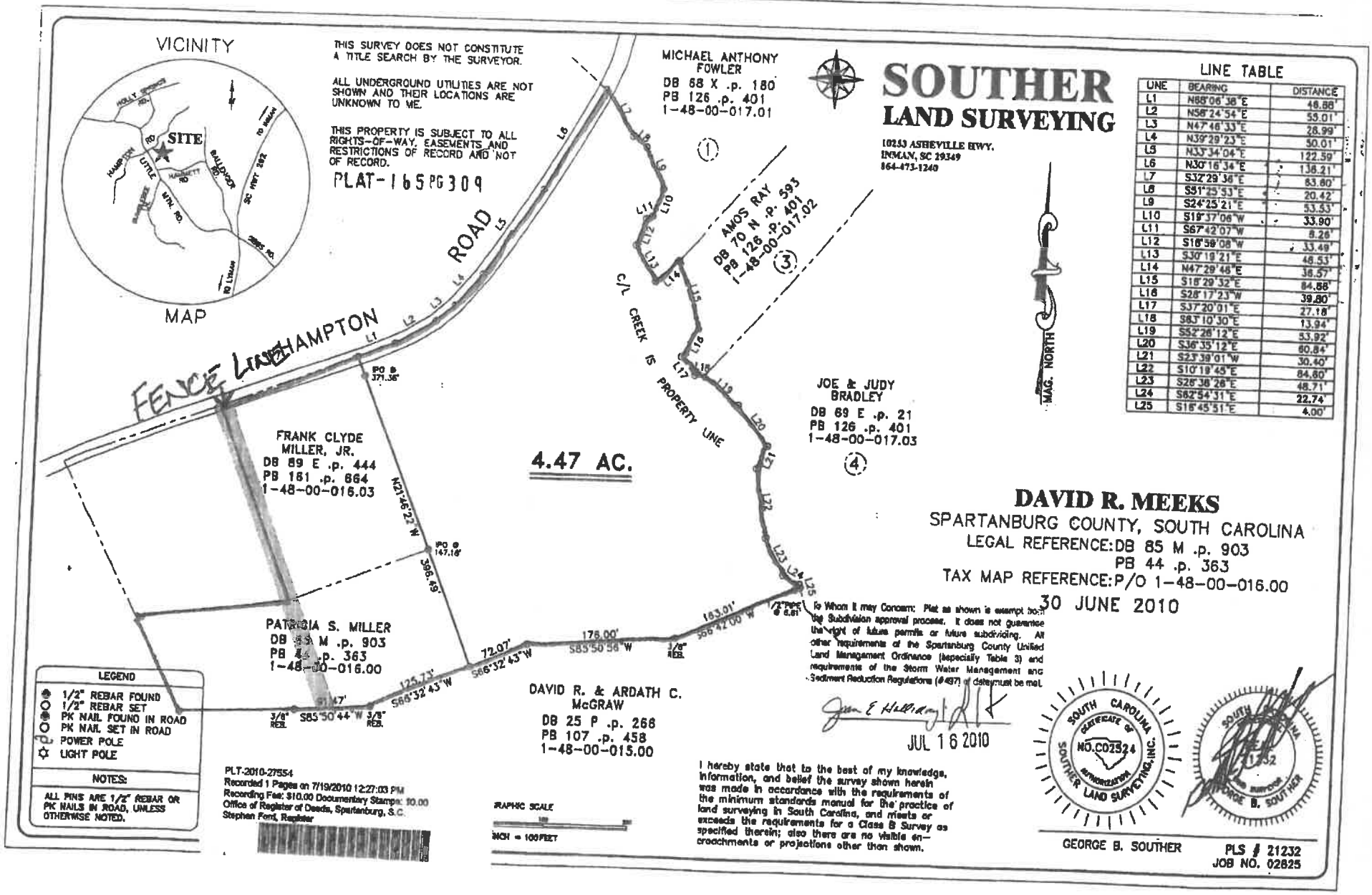


DEFENDANTS EXHIBIT 4

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EXHIBIT B



P318

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ELECTRONICALLY FILED - 2021 Apr 22 2:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA COUNTY OF SPARTANBURG Patricia Miller, Plaintiff, v. David Meeks, Defendant.	IN THE COURT OF COMMON PLEAS CA# 2018-CP-42-03639 **BRIEF IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

This matter is before the Court by way of Motion of the Defendant for Summary Judgment for reformation of a deed. The Plaintiff submits this Memorandum in opposition to the Motion.

FACTUAL BACKGROUND:

In May of 2010 Plaintiff agreed to sell three acres to Defendant. (Exhibit A – 2020 Agreement to Sell and Buy). Defendant wrote that contract, commissioned a survey, and paid for the closing. Thereafter he fenced the property and added livestock. In approximately May of 2018 Plaintiff Patricia Miller entered into an agreement to sell a parcel of property owned by Plaintiff Patricia Miller to her immediate neighbour Tillman Gibson (Exhibit B – 2018 Intent to Buy). Upon information and belief, Defendant David Meeks learned of this sale from Mr. Gibson and immediately, within three (3) days, erected 8-foot post and wire fencing on the property owned by Plaintiff Patricia Miller to be purchased by Mr. Gibson. Thereafter, Defendant David Meeks let goats and dogs onto the newly fenced area. Defendant David Meeks was sent a letter on June 29, 2018 demanding that he remove his fence, goats, and dogs and reimburse Plaintiff Patricia Miller for the damage. He refused and continues to do so.

On October 16, 2018, Plaintiff Patricia Miller filed a Summons and Complaint against Defendant David Meeks for trespass, intentional interference with contractual relationship, nuisance, and recovery of property. In response, Defendant David Meeks filed a counterclaim

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alleging that a contract he wrote in 2010 for the sale of a different parcel of property was incorrect and should give him ownership of an additional 3-4 acres of property in dispute in 2018. Defendant never fenced, used, claimed, or even walked upon the land which he is now claiming. Nevertheless, he now claims that the transaction in 2010 was in error and he should be awarded additional properties in 2018. He has no legal, equitable, or other legitimate claim of ownership of that property.

I. Defendant's Motion For Summary Judgment.

The court should not reform the deed in Defendant's favor. The evidence justifying reformation of a deed must be clear, satisfactory and convincing. Harrington v. Blackston, 319 S.C. 1, 12, 459 S.E.2d 309, 315 (Ct. App. 1995) To justify reformation on the ground of mutual mistake, it is incumbent upon a party to show by clear and convincing evidence that the parties intend that the deed shall convey certain property and by mistake in the drafting of same, the conveyance did not represent such intention. Ives v. Ives, 223 S.C. 461, 463, 76 S.E.2d 471, 471 (1953). It is the policy of the courts not only to discourage fraud, but also to discourage negligence and inattention to one's own interests. Torres v. State Farm Fire & Casualty Co., 438 So. (2d) 757 (Ala. 1983). Courts do not sit for the purpose of relieving parties who refuse to exercise reasonable diligence or discretion to protect their own interests. A party must avail himself of the knowledge or means of knowledge open to him. The court will not protect the person who, with full opportunity to do so, will not protect himself. Before equity will reform an instrument, it must be shown by clear and convincing evidence not simply that there was a mistake on the part of one of the parties, but that there was a mutual mistake. Sims v. Tyler, 276 S.C. 640, 281 S.E. (2d) 229 (1981). A mutual mistake is one whereby both parties intended a certain thing but because of a mistake in drafting did not get what they intended. Commercial Union Assurance Co. v. Castile, 283 S.C. 1, 320 S.E. (2d) 488 (Ct. App. 1984). Timms v. Timms, 290 S.C. 133, 137, 348 S.E.2d 386, 389 (Ct. App. 1986).

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The Defendant David Meeks has not presented any evidence that he has ownership in the property fenced in 2018. Further, he has not presented evidence that any mistake in 2010 was mutual and should inure to his benefit. The property is deeded and titled in Plaintiff Patricia Miller's name, she has paid taxes on the property and maintained it and entered into a contract to sell it with another neighbor. Defendant David Meeks can show no evidence that he had title, deed, or adversely possessed the property at any time prior to 2018. In fact, he drafted the contract to sell property in 2010, hired the survey which clearly shows Mrs. Miller as the owner, told the surveyor where to place the property line and hired the attorney to do the closing. (Exhibit C – 2010 survey plat, Exhibit D Title to Real Estate, Exhibit E Deposition of Ben Souther, Exhibit F 7/6/10 Souther invoice, Exhibit G Deposition of Patricia Miller). Thereafter, he fenced the property straight from Hampton road to Mr. McGraw's property and not the property behind Clyde Miller, Jr. at issue in this matter. (Exhibit H Deposition of Patricia Miller). In fact, we know of no evidence that Mr. Meeks even stepped foot on the property he now claims he failed to purchase, pursue, or claim for 8 years.

The property was offered for sale, a contract was signed, and a survey was done showing the property as Mrs. Miller's in 2018. Additionally, the surveyor hired by Mr. Meeks in 2010 testified very clearly that he stood by his 2010 survey, it was done based upon specific instructions from Mr. Meeks, and changing the boundary line 10 years later would substantially increase the amount of property Mr. Meeks would acquire in the 2010 sale without any notice to Mrs. Miller. (Exhibit E, F, H – 2019 survey).

If a mistake was made, it was by Mr. Meeks, his surveyor and lawyer. Mrs. Miller consistently denies she made a mistake which would grant him an additional 3-4 acres.

Additional documents are attached: Exhibits I, J, V, L, M.

Finally, Defendant should be barred by the doctrine of Laches. In order to charge a party with laches in the assertion of an alleged right, the party charged must have had

knowledge of the facts upon which the claim is based. However, if the circumstances are such that he should have made inquiry, and the means of ascertaining the truth were readily available, his neglect to make inquiry will nevertheless charge him with laches as if he had known the facts. Arceneaux v. Arrington, 284 S.C. 500, 327 S.E. (2d) 357 (Ct. App. 1985), Timms v. Timms, 290 S.C. 133, 138-39, 348 S.E.2d 386, 389-90 (Ct. App. 1986). Here it is clear that Defendant knew or should have made an inquiry as he had the means of ascertaining the truth and failed to do so.

CONCLUSION

For the reasons set forth herein, Plaintiff respectfully submits that the Court must deny Defendant's motion for summary judgment.

s/Jason M. Imhoff
Jason M. Imhoff (S.C. Bar #: 69355)
KENISON, DUDLEY & CRAWFORD, LLC
704 East McBee Avenue
Greenville, South Carolina 29601
(864) 242-4899
imhoff@conlaw.com

Greenville, South Carolina
Dated: April 22, 2021

ELECTRONICALLY FILED - 2021 Apr 22 2:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

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AGREEMENT TO SELL AND BUY

In consideration of the sum of $500. Five Hundred Dollars ($ 500.) this day received from David R. Meeks Purchaser of the following described property:

all that property that joins Frank C. Miller Jr., Roy Mc Swain, joins Hampton Rd, continues to center of creek at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($ 15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. Meeks heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500, PROVIDED said balance due is paid to Seller on or before June 25th, 2010.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 27th day of May, 2010.

Signed, sealed and delivered in the presence of:

Frank C. Miller Jr. — Seller

David R. Meeks — Purchaser

EXHIBIT A

ELECTRONICALLY FILED - 2021 Apr 22 2:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

INTENT TO BUY — Ex of will present at trial LISA SIMS

I TILMAN GIBSON agree to BUY FROM PATRICIA S MILLER

the property located at 2120 HAMPTON RD

The property shown on plat DB 85 M-963 PG 343 described as follows A PORTION APPOX 2.5 ACRES +-

Property will be sold for the total sum of $ 44,000

A downpayment of _____ nonrefundable will be received as earnest money to be applied to price of property at closing on _____.

Lisa Sims — Signature of Seller — 5, 25, 18

_____ — Signature of Buyer — ____/____/____

Buyer Has agreed to pay for survey cost $1200 and property appraisal $350, Has paid 77% 350 / 1350 and other closing cost

EXHIBIT tabbies B

MILLER 36

EXHIBIT 2

VICINITY MAP

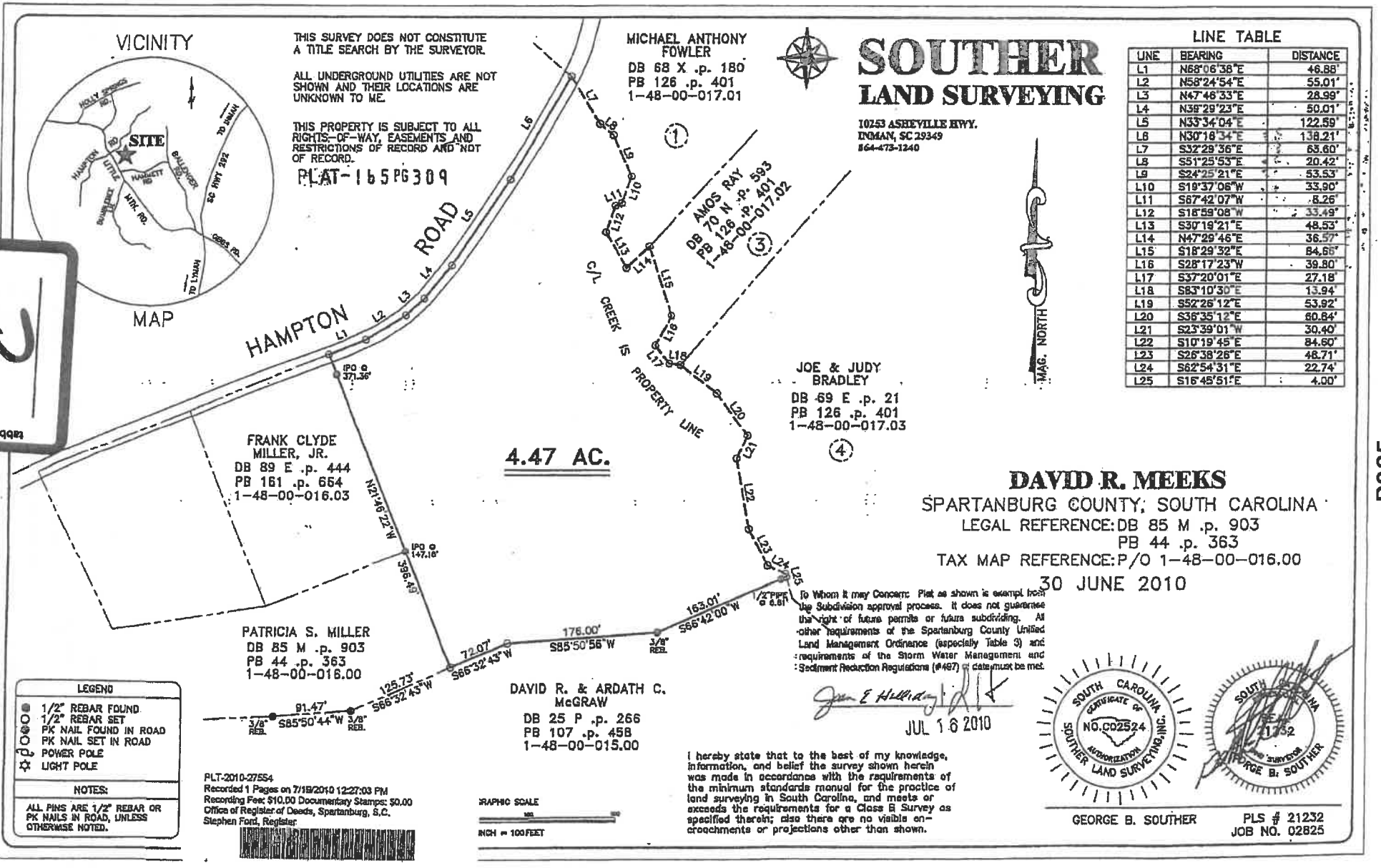
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD AND NOT OF RECORD.

PLAT-165PG309





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°06'38"E	46.88'
L2	N58°24'54"E	55.01'
L3	N47°46'33"E	28.99'
L4	N38°29'23"E	50.01'
L5	N33°34'04"E	122.59'
L6	N30°16'34"E	138.21'
L7	S32°29'36"E	65.60'
L8	S51°25'53"E	20.42'
L9	S24°25'21"E	53.53'
L10	S19°37'06"W	33.90'
L11	S67°42'07"W	8.26'
L12	S18°59'08"W	33.49'
L13	S30°19'21"E	48.53'
L14	N47°29'46"E	36.57'
L15	S18°29'32"E	84.66'
L16	S28°17'23"W	39.80'
L17	S37°20'01"E	27.18'
L18	S83°10'30"E	13.94'
L19	S52°26'12"E	53.92'
L20	S36°35'12"E	60.84'
L21	S23°39'01"W	30.40'
L22	S10°19'45"E	84.60'
L23	S26°38'26"E	48.71'
L24	S62°54'31"E	22.74'
L25	S16°45'51"E	4.00'

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY.
INMAN, SC 29349
864-473-1240

DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: DB 85 M .p. 903
PB 44 .p. 363
TAX MAP REFERENCE: P/O 1-48-00-016.00
30 JUNE 2010

To Whom It may Concern: Plat as shown is exempt from the Subdivision approval process. It does not guarantee the right of future permits or future subdividing. All other requirements of the Spartanburg County Unified Land Management Ordinance (especially Table 3) and requirements of the Storm Water Management and Sediment Reduction Regulations (#497) must be met.

JUL 16 2010

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION NO. C02524 SOUTHER LAND SURVEYING, INC.

SOUTH CAROLINA 21232 REGISTERED LAND SURVEYOR GEORGE B. SOUTHER

GEORGE B. SOUTHER PLS # 21232
JOB NO. 02825

LEGEND
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- PK NAIL FOUND IN ROAD
- PK NAIL SET IN ROAD
- POWER POLE
- LIGHT POLE

NOTES:
ALL PINS ARE 1/2" REBAR OR PK NAILS IN ROAD, UNLESS OTHERWISE NOTED.

PLT-2010-27554
Recorded 1 Pages on 7/19/2010 12:27:03 PM
Recording Fee: $10.00 Documentary Stamps: $0.00
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

GRAPHIC SCALE
INCH = 100 FEET

PLAINTIFF'S EXHIBIT 12 1-12-22

P325

DEED 96-Q PG 506

DEE-2010-27553
Recorded 2 Pages on 7/19/2010 12:26:47 PM
Recording Fee: $10.00 Documentary Stamps: $55.50
Office of Register of Deeds, Spartanburg, S.C.
Stephen Ford, Register

PLAINTIFF'S EXHIBIT 11 7-12-19

Grantee's Address: 2325 Hampton Rd. Wellford SC 29385

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that, I, PATRICIA S. MILLER, in the State and County aforesaid, in consideration of FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto: DAVID R. MEEKS, his heirs and assigns forever:

All that certain piece, parcel or lot of land, with improvements thereon, if any, lying, situate and being in the County of Spartanburg, State of South Carolina, being shown and designated as a lot containing 4.47 acres, more or less, on a plat of survey for David R. Meeks prepared by Souther Land Surveying, dated June 30, 2010 to be recorded in the Register of Deeds for Spartanburg County, South Carolina. Reference is hereby made to said plat for a more detailed metes and bounds description.

This is a portion of the same property conveyed to Grantor herein by deed of Frank Clyde Miller, recorded April 10, 2006 in Deed Book 85-M at page 903, Register of Deeds for Spartanburg County, South Carolina, reference to which deed and the aforesaid plat is hereby specifically made for a more detailed description of the property conveyed hereby.

BLOCK MAP NO.: p/o 1-48-00-016.00

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs (or successors) and assigns forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs (or successors), executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs (or successors) and assigns against the grantor(s) and the grantor's(s') heirs (or successors) and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to restrictions and easements of record, if any.

A2

EXHIBIT tabbies D

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WITNESS the grantor's(s') hand(s) and seal(s) this 15 day of July, 2010.

SIGNED, sealed and delivered
in the presence of:

Kathleen M. Boozer

Patricia S. Miller (SEAL)
PATRICIA S. MILLER

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the Grantor(s) herein, **PATRICIA S. MILLER,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to and subscribed before me
this 15 day of July, 2010.

(SEAL)
Notary Public for South Carolina
My Commission Expires: 12/6/18

ELECTRONICALLY FILED - 2021 Apr 22 2:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) C.A. NO. 2018-CP-42-03639

Patricia Miller,

Plaintiff,

vs.

David Meeks,

Defendant.

30(b)(6) DEPOSITION OF

REPRESENTATIVE OF SOUTHER LAND SURVEYING

GEORGE BENJAMIN "BEN" SOUTHER

Pursuant to notice of deposition and/or agreement in the above-entitled case, a deposition of G. BEN SOUTHER was taken on the 10th day of March, 2020, commencing at approximately 4:09 p.m., attended as follows:



Joanne cannot do in making the transcript is she can't record both of us at the same time. So if you'll let me finish my answer before you start your answer. I could tell that you already know what I'm asking you, and are answering it. It's just for Joanne's sake, she can't -- she can't do twice. And she will yell at us if we talk over each other.

A. I don't believe that.

Q. No, she can. Okay. All right. So I think your testimony was that you wrote "three acres plus or minus" on this document sometime before 2018.

A. Yes, sir, that's correct.

Q. Okay. Is it likely that you wrote this in 2010 when you received the assignment?

A. It is most likely, yes.

Q. And then, who would have put the lines on this document?

A. I cannot say for sure. I can, you know, I can speculate that it was me, because I did write the -- see, my handwriting on the three acres makes me think that I was making some notes and, you know, trying to process some stuff here, and then doing this.

Q. Do you recall if you met Mr. Meeks in 2010 before

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and perhaps an owner name, to look the parcel up.

Q. Okay. And so it has Parcel No. 16.0, Patricia S. Miller, 9.68 acres. You agree with that?

A. Yes, sir.

Q. Okay. And then a checkmark. What is a checkmark?

A. That means we made a copy of that.

Q. Okay. And then you have the deed reference number. And then a plat reference number.

A. Yes, sir.

Q. Also checked; meaning you made a copy of that?

A. That's correct.

Q. Which should be, then, in the file?

A. Yes.

Q. Okay. And then you have Frank Clyde Miller, Jr., Michael Anthony Fowler, Amos Ray, Joe and Judy Bradley, and David R. And Ardath C. McGraw.

A. McGraw.

Q. Who are all those people in reference to your work?

A. Those would be people that owned the adjoining parcel or parcels at the time.

Q. Okay. Now, how was it communicated to you or to your crew what you were surveying?

A. That was to be the meeting or conversation that my crew chief had with Mr. Meeks on the ground that day.

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Q. All right. And so, would Mr. Meeks have walked with Mr. Pruitt the boundary of what he wanted surveyed?

A. I spoke with Mr. Pruitt that today, this morning, and when Mr. Meeks had first came and said he had an issue with what was going on here. And Mr. Pruitt does not remember Mr. Meeks walking anything with him. He cannot remember if Mr. Meeks didn't show up and they had a phone conversation and he told him, or if he rode by and did not -- and just kind of had a very short meeting where he didn't even leave the road. But he did not walk it with him.

There was flagging tied up on the property where we put the new line. And a line had kind of already been cut down through there. And it was our understanding that's where he wanted the property line.

Q. Okay. What was cut?

A. Scrub brush, vegetation was cut.

Q. All right. Is it your understanding that where he wanted the property line in 2010 extended from Hampton Road to Mr. McGraw's -- I'm sorry --

A. Yeah, Mr. McGraw's.

Q. -- Mr. McGraw's.

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Q. Okay. And would you agree with me that in your 2010 survey, you had the area under Plat 7 and 8, or Exhibits 7 and 8 to the south owned by Patricia Miller.

A. I'm sorry, could you repeat that part again?

Q. So in 2010, under Exhibit 8 plat and Exhibit 7 plat, to the south --

A. So when you say "under," you mean to the south?

Q. It's under, yeah.

A. Yes. To the south.

Q. I mean, understand...

A. Yes, sir.

Q. You had it owned by Patricia Miller.

A. That's correct, yes, sir.

Q. In your mind, has there ever been a question that the property south of Exhibit No. 8 plat and Exhibit No. 7 plat has always been owned by Patricia Miller?

A. No, sir, not in my mind. That was not at issue when I did the original survey, of course. We were dividing the line. And then when we did this, we were doing more of an exhibit. But no, I had never seen any reason not to think Ms. Miller did not own it.

Q. You said a couple of -- you said a couple of "nots"

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A. I believe that the actual survey is correct. I do understand that there is a error in the adjoining information, the information on the adjoining tax map off of our property. It should have been put over into this lot, which would be the --

Q. Exhibit No. 7?

A. -- Tract 7 on Exhibit 5. It should have been over here (indicating). That is the only mistake. I think everything else is perfectly fine with it.

Q. All right. So the only thing is that Frank Clyde Miller, Jr., and the information underneath it on your 2010 survey should have been to the west one plat?

A. Yes, sir, that's correct.

Q. But you stand by where you put your property line here at Exhibit No. 6 A?

A. Yes, sir. That's where we were asked to put the line.

Q. By who?

A. By Mr. Meeks.

Q. I don't want to be much longer, but I'm out of a drink. Can we take a break?

(OFF THE RECORD)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. Just for clarification, were you hired to do your

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Exhibit No. 6 is incorrect. Do you believe Exhibit No. 6, your -- pardon me.

You were asked, Exhibit No. 5 was incorrect. And you answered yes.

A. I think -- I'm sorry, I thought he asked me if Exhibit No. 5 was correct.

Q. Let me ask you this...

(MR. IMHOFF MARKS 1-PAGE DOCUMENT AS PLAINTIFF'S EXHIBIT NO. 11: ATTACHED TO DEPOSITION)

EXAMINATION RESUMED BY MR. IMHOFF:

Q. I'm going to mark this as Exhibit No. 11; okay? It is your 2019 exhibit drawing without any markings on it. Okay? Is Exhibit No. 11 incorrect in any way, that you're aware of?

A. Not to my knowledge.

Q. Mr. Compton asked you about Exhibit No. 5, and had you draw a yellow highlighter after reading the contract. You agree with that?

A. Yes, sir.

Q. You agree with me that you're not an expert in contract interpretation, and you don't know what these folks meant. Is that fair?

A. Yes, sir.

Q. All right. If, in fact, Mr. Meeks intended for the

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property line to be where you have highlighted in yellow between 7 and 8 on Exhibit No. 5, why didn't you put your survey there?

A. As I said, first of all, we did not have access to the contract at the time we did the survey. And we put the line further to the east because that was the understanding of my crew leader, after he spoke with Mr. Meeks.

Q. Okay. Is it fair to say that you put the line in your survey here on Exhibit No. 5, the red line with arrows marked Exhibit A, because you were told to put it there by Mr. Meeks?

MR. COMPTON:

Object to the form. Asked and answered, too.

WITNESS ANSWERS:

A. Yes, that is correct.

Q. Well, let me ask it more directly. Why did you put the line here at Notation A on Exhibit No. 5?

A. We believe that's where the party wanted the line placed.

Q. "The party" being who?

A. Mr. Meeks.

Q. Your client?

A. Yes.

Q. And you put stakes and flags out on that line at A

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on No. 5?
A. Yes, sir.
Q. And did you leave them there when you were done?
A. Yes, sir.
Q. Mr. Compton has suggested that immediately after your survey and the transfer of this property, Mr. Meeks put a fence here at your yellow highlight. Do you know if your stakes and flags were still at the survey line you did at Notation A on Exhibit No. 5?
A. I can only speak to them being there when we left the site doing the survey, on or about the 21st of June.
Q. Do you have any theory or knowledge of why, if you put a stake and flag line here at A on Exhibit No. 5, Mr. Meeks would immediately go over and put a fence over here at the yellow highlighter line between 7 and 8 on Exhibit No. 5?
A. I do not.
Q. If, in fact, on Exhibit No. 5, the property to be transferred is the yellow line instead of the red line notated as A, would that be additional acreage in addition to 4.47?
A. Yes, sir, it would.
Q. Okay. Would you have notated the additional

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acreage if you'd done the survey, including this area in 8 and south of it on Exhibit No. 5?

A. I'm sorry, I don't understand that question.

Q. Would you have included on your survey the amount, the total amount of acreage of the greater tract that Mr. Compton was arguing was sold?

A. Yes, the acreage would be different, yes, sir.

Q. Would it be at least an acre more?

A. At very -- yeah, an acre, at least an acre more.

Q. At least an acre more?

A. It would be more than an acre.

Q. Okay. And if that's not notated on your survey that is presented to the seller, do you know how Ms. Miller could know how much acreage she was selling?

MR. COMPTON:

Object to the form.

WITNESS ANSWERS:

A. She could not.

Q. You have any idea why you weren't given the contract in 2010?

A. No, sir.

Q. Have you ever asked Mr. Meeks why you weren't given the contract?

A. No, sir.

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Q. Both of the lines that you've drawn on Exhibit No. 5, both notated as A and in yellow highlighter, go directly back to Mr. McGraw's property; is that correct?

A. That's correct.

Q. And none of them lines -- neither of the two lines you've drawn take a right-hand turn to include other property; do they?

A. No, they do not.

Q. Okay. And why did you draw a straight line directly back to Mr. McGraw on your 2010 survey?

A. It was our belief that that's what Mr. Meeks wanted us to do.

Q. When you say "it was our belief," where did you get that information?

A. From discussing in meeting with my crew chief.

Q. Okay. Where did your crew chief get that information?

A. From speaking with Mr. Meeks the morning of the survey.

Q. All right. So is it fair to say that Mr. Meeks was the person that gave you directions to draw the line straight from Hampton Road back to Mr. McGraw's property instead of taking a turn to include property to the west?

A. Yes, sir.
Q. Exhibit No. 8, wherever that went. This is the opposite of 7, the more square one. Is Exhibit No. 8 filed?
A. Yes, sir.
Q. Okay. At Plat Book 161, page 664?
A. Yes, sir.
Q. All right. And was that a survey done for Frank Clyde, Jr.?
A. It was. Miller, Jr. Frank Clyde Miller, Jr.
Q. Okay. And if someone was to go and look at this property, and if they knew what they were doing, could they find this plat and survey for Frank Clyde Miller, Jr.?
A. Yes, sir. It is recorded in Spartanburg County Courthouse.
Q. It's a public document?
A. Yes, sir.
Q. And it's a survey for Frank Clyde, Jr.?
A. It is.
Q. Okay. And it is right here on Exhibit No. 5, where you have 8; correct?
A. Yes, sir.
Q. All right. And right next to the line you've designated as A; correct?

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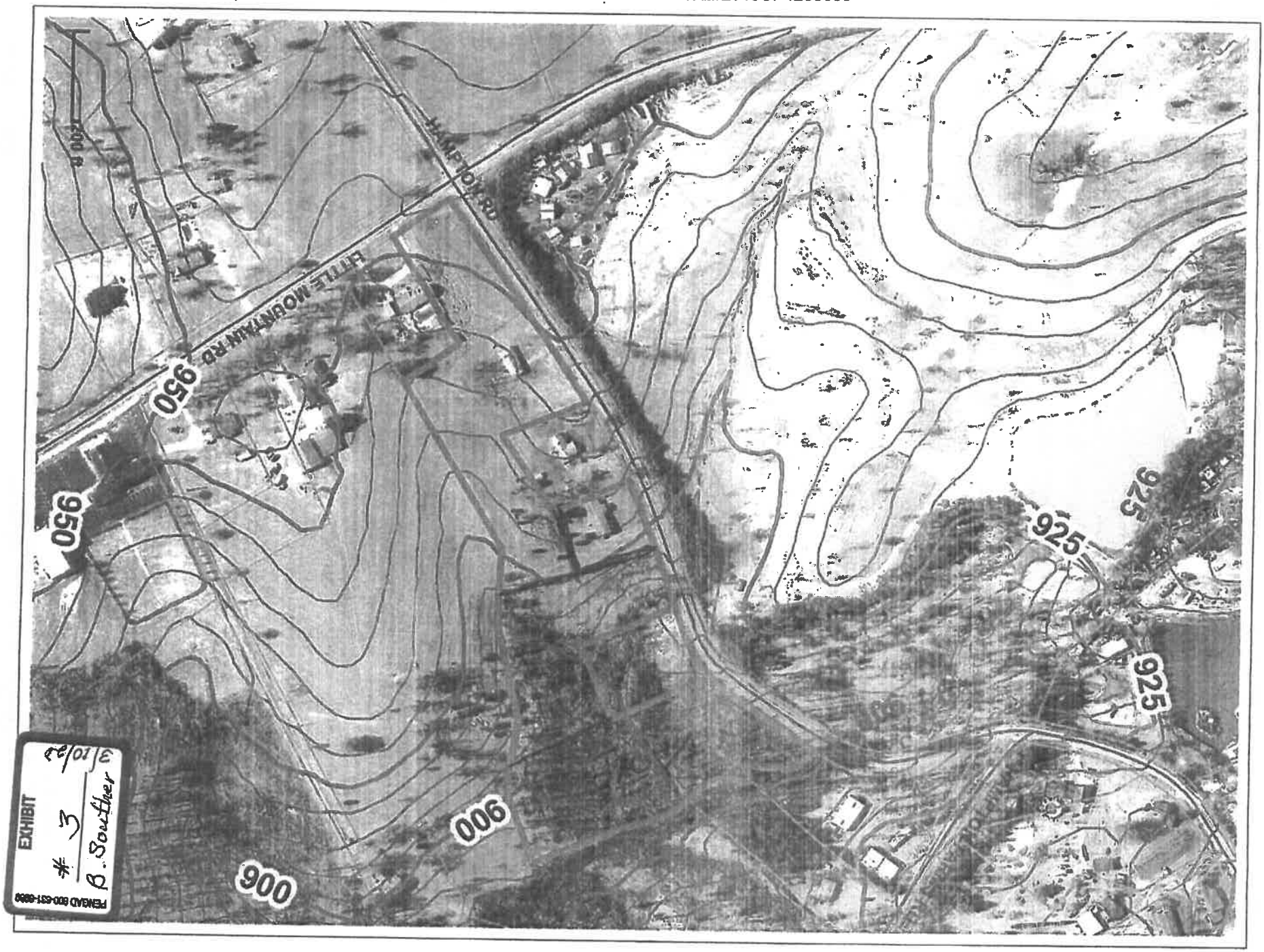
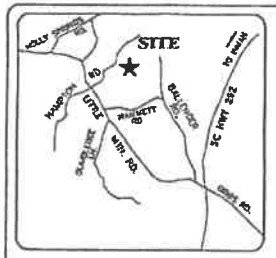


EXHIBIT
3
4/21/21
B. Souther

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SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240



VICINITY MAP

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

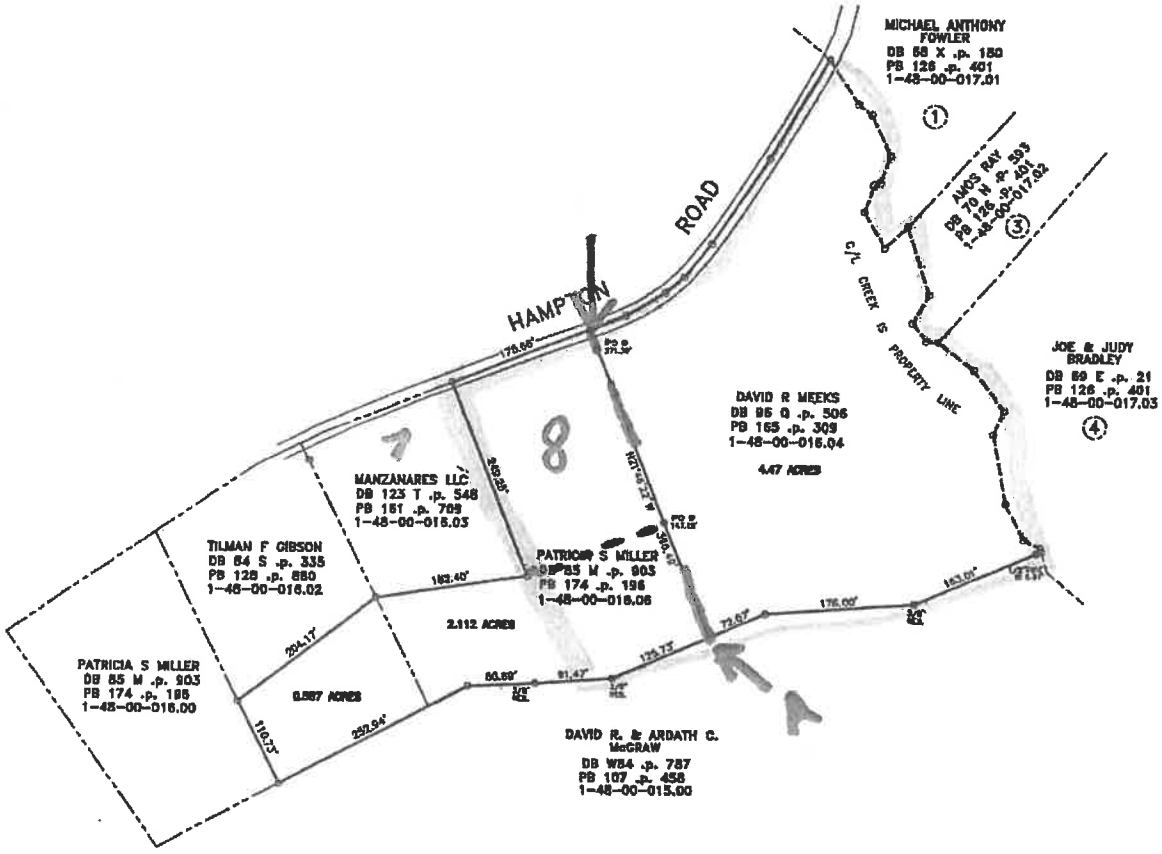
CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD AND NOT OF RECORD.

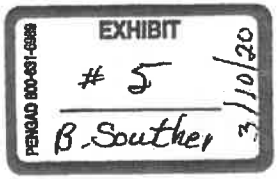
THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.







LEGEND
- 1/2" REBAR FOUND (pro)
- 1/2" REBAR SET (PS)
- MAG NAIL FOUND IN ROAD
- MAG NAIL SET IN ROAD
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- CONCRETE
- FENCE
- OVERHEAD POWER

NOTES:
ALL PINS ARE 1/2" REBAR OR MAG NAILS IN ROAD, UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
1 INCH = 100 FEET

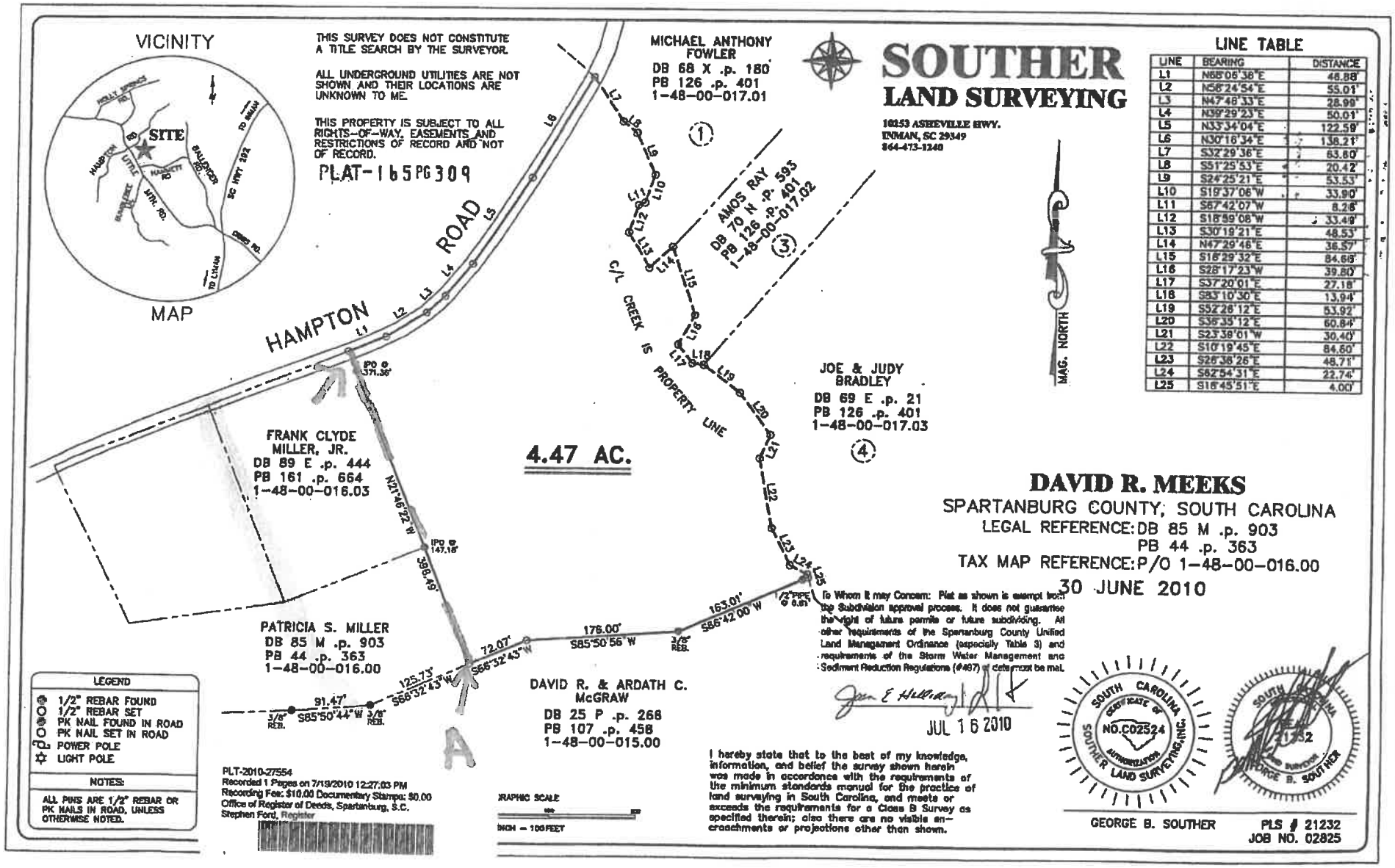
EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019





GEORGE B. SOUTHER PLS # 21232
JOB NO. 02825-m

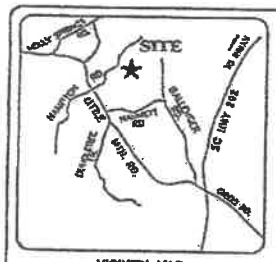
P341



P342

EXHIBIT # 6 8. Souther 8/10

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VICINITY MAP

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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 S Survey as specified therein; also there are no visible encroachments or projections other than shown.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

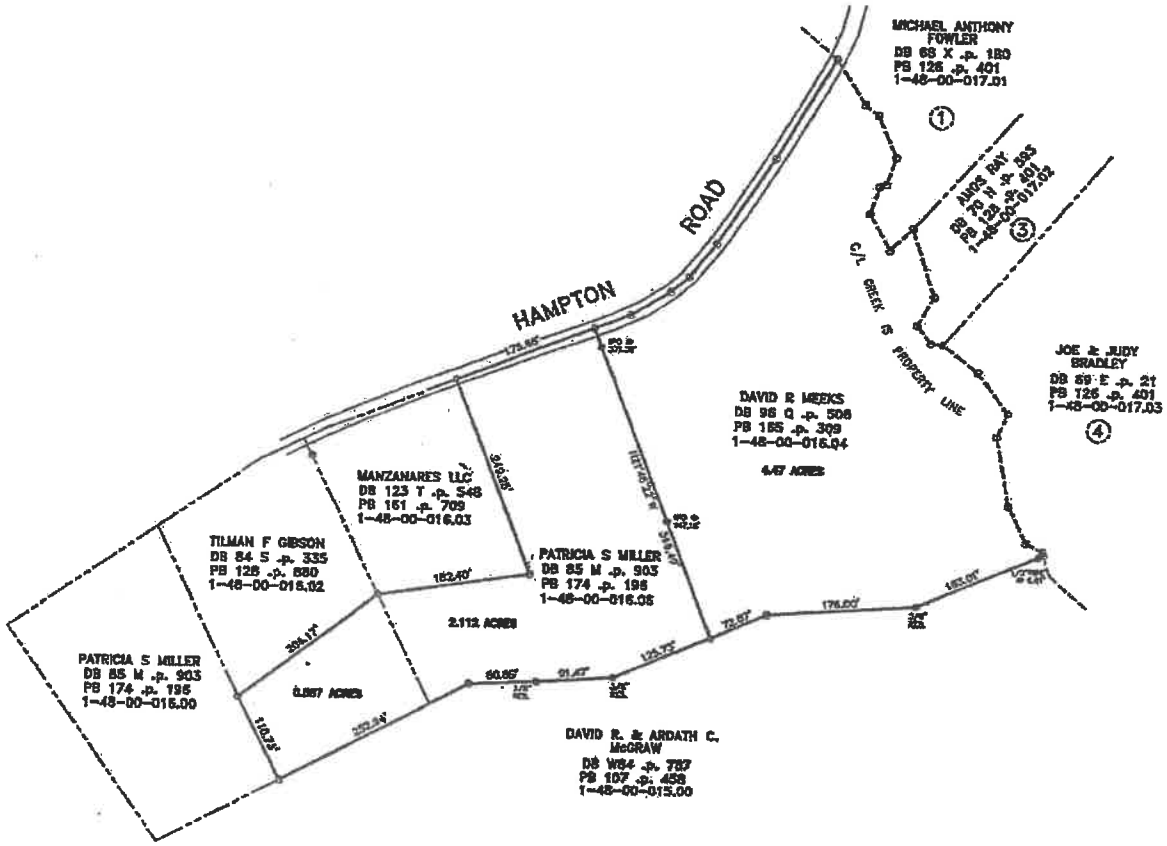
CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

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THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.





LEGEND
- 1/2" REBAR FOUND (PO)
- 1/2" REBAR SET (PS)
- MAG NAIL FOUND IN ROAD
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- LIGHT POLE
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- —o—o— FENCE
- — P — OVERHEAD POWER

NOTES:
ALL PINS ARE 1/2" REBAR OR MAG NAILS IN ROAD, UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
0 50 100 200
1 INCH = 100 FEET

EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

EXHIBIT
11
B. Souther 3/10/22

PENGAD 800-631-6989

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240

SOUTH CAROLINA REGISTERED LAND SURVEYOR
SEAL 21232

GEORGE B. SOUTHER PLS # 21232
JOB NO. 02225-ex

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SOUTHER LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
PHONE:864-473-1240

Invoice

Date	Invoice #
7/6/2010	3123

Bill To	Property Location
DAVID R. & LUCIA F. MEEKS 2325 HAMPTON ROAD WELLFORD, SC 29385	HAMPTON ROAD

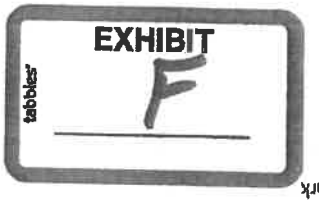
P.O. No.	Terms
02825	Net 30

Description	Rate	Amount
BOUNDARY SURVEY OF 4.47 ACRES ON HAMPTON ROAD	650.00	650.00

PAID

Thank you for your business.

Total $650.00



STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG) SEVENTH JUDICIAL CIRCUIT

Patricia Miller,

Plaintiff,

vs. CA No. 2018-CP-42-03639

David Meeks,

Defendant.

_____/

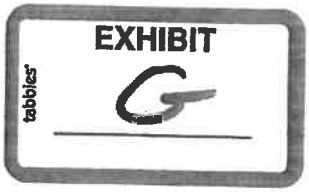
DEPOSITION OF PATRICIA MILLER

PURSUANT TO NOTICE and/or agreement of the parties, the within deposition was taken on the 12th day of July, 2019, commencing at the hour of 10:22 a.m. at 296 South Daniel Morgan Avenue, Spartanburg, South Carolina; attended by Counsel, as follows:

APPEARANCES:

Jason M. Imhoff, Esquire
THE WARD LAW FIRM
233 South Pine Street, Suite B
Spartanburg, South Carolina 29302
Attorney for Plaintiff

Gary L. Compton, Esquire
496 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306
Attorney for Defendant



COPY

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A. "Signed and sealed and delivered in the presence of David Meeks," but, like I said, that's ---

Q. And the Seller line says, "Mrs." Does that say, "Mrs."?

A. "F" --- does it say, "F.C. Miller"?

I can't even read that. It's --- it's so bad you can't even see it.

Q. Okay. That's fine.

All right, but do you remember going to Mr. Josh Henderson's office and signing a deed and getting some money from Mr. Meeks?

A. He gave me --- after the --- everything was over he gave me money, but I also borrowed maybe a hundred or two from him; and because, you know, Frank's --- we had no money coming in, and I borrowed some money from him, but I gave it back all the time. I --- and so, out of the 15,000, what did I give back, maybe 13,000, but I thought I paid you, so I don't know. I did pay you.

Q. Okay. Let's talk about this. So, the purchase price was $15,000 for the land?

A. Yes, 5,000 for each acre. I --- I sold --- I --- I know I sold the three acres.

Q. Okay, but you say you borrowed some money from him, too?

A. Yeah, but I gave it back to him.

Q. Okay.

A. Or, no, he --- or he took it out, either one.

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Q. Well, let me show you Defendant's Exhibit No. 2, and this is, it says, "Title to Real Estate." Do you see that?
A. Uh-huh (affirmative response).
Q. And it says right here that, "In consideration of Fifteen Thousand ($15,000.00) Dollars," paid to you by David Meeks, you are deeding him some property that's described right here. Do you remember signing this deed?
A. This one?
Q. Yes, ma'am.
A. Where did I sign it?
Q. Well, it's two pages. Look at the second page.
A. But, you know, I remember three acres, three acres, not 4.47. No, ma'am. Huh-huh (negative response).
Q. Okay.
A. Just three acres. Kathy, yeah, that's my signature there now. That's my signature.
Q. Okay. That is your signature?
A. Yeah, but I did not see that. It was supposed to be three acres.
Q. Okay. So you think that deed is mistaken?
A. Yes.
Q. In how much acreage you were supposed to ---
A. Yes.
Q. Okay.
A. Definitely.

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Q. You think it was only supposed to be three?
A. It was supposed to be three.
Q. Okay.
A. Because that's what we talked about.
Q. Okay, but that deed says that it was 4.47?
A. I know, but that's wrong.
Q. But that's wrong? Okay.
A. That's wrong.
Q. I understand.
A. God as my witness that's wrong.
Q. I got you. Now you see the --- let me --- let me just look at it right quick. The 4.47 says that it's 4.47 acres as shown on a plat that was prepared for Mr. Meeks by a surveyor. Do you remember that survey?
A. No. In fact, he --- he got a survey by his lawyer by his self to get extra land, I saw somewhere.
Q. Okay.
A. And I had nothing to do with that. He did that him and his lawyer.
Q. Let me show you Defendant's Exhibit 3. Do you recognize that document, Ms. Miller?
A. Yeah. It's Hampton Road. No, he took more land. I --- no, this is wrong. He took more land from me. Huh-huh (negative response).
Q. So do you ---

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Q. Expanding the fence?
A. Yeah, you can't do that. My husband worked 30 years to make that payment, and now he's in a nursing home. That's for my children.
Q. All right, but ---
A. Not for goats.
Q. But where he put the fence to start with?
A. No, that's fine. Where he put it on, that's fine, because he bought those three acres.
Q. I see. You thought it was three acres?
A. God as my witness I thought --- yes, I know it was three acres.
Q. Okay, but ---
A. And I don't know how --- how that got on there. I never saw that before like this. Huh-huh (negative response). It was three acres I sold him, and he knows it.
Q. Okay. The contract that you had with him does not state any acreage, does it?
A. I --- I really don't know. I thought it did. It was supposed to.
Q. Well, let me show you ---
A. No, it was stolen. I had it.

I had a piece like this, and you can see some of these are pieced together. I mean, common sense can tell you that.

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A. The 15th of July 2010.
Q. All right, and will you admit to me that it says 4.47 acres in here?
A. I would have never signed that, no. I --- I wouldn't have signed that, no. That's right there someone else's signature, but you know you can copy people's signature today. You find it over the TV.
Q. Now you're not saying that you didn't sign this? That's not your signature?
A. That looks like my signature. It looks like mine, but I would have never, never signed this. I'm not stupid.
Q. Well, my question to you is before that date on July 15, 2010, ---
A. Uh-huh (affirmative response).
Q. --- had you ever been told that you were selling 4.47 acres to Mr. Meeks?
A. No. No.
Q. Okay. I want to show you Exhibit No. 4. All right.?
A. Uh-huh (affirmative response).
Q. This is another Souther Land Surveying survey.
A. And who's --- and who did it?
Q. Well, it's ---
A. David Meeks and his lawyer.
Q. Okay. Well, it says, "David Meeks," here, right?
A. Yeah.

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for my children, David, ---

Q. Hold on.

A. --- not for you. (Referring to David Meeks)

Q. Hold on. Hold on, Ms. --- Ms. Miller. I'm going to tell the priest on you.

A. Okay.

Q. Do you understand that Mr. Meeks is suing you in addition to the 4.47 acres he says you gave him in 2010, okay, that you also sold him another 2.1 acres to make the total almost seven acres?

A. God as my witness I never did that, never. No. Who went to --- who went with him to do this? Him and the lawyer?

Q. In 2010 ---

A. No.

Q. --- did you ever have ---

A. Huh-huh (negative response).

Q. You have to let me ---

A. I know. I know what you're going to say.

Q. Do you interrupt the priest like this?

A. Huh-huh (negative response).

Q. No?

A. Probably getting me ---

Q. I'm going to pull at your ear.

A. Father likes me.

Q. All right. Did you ever have an agreement with Mr. Meeks

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to sell him over six acres in 2010?
A. God could strike me dead, no. No, no, no, no.
Q. Did you ever have an agreement with Mr. Meeks to sell him property behind Clyde Miller, Jr.?
A. No, no, no, no, no. God as my witness, God could strike me dead if I'm lying.
Q. Are you aware of any documents that show that Mr. Meeks is the owner of property behind Clyde Miller, Jr. ---
A. No.
Q. --- or behind Tillman Gibson?
A. No.
Q. Okay. When did Mr. Meeks move his goats onto the property behind Clyde Miller, Jr.'s property and Tillman Gibson's property?
A. Well, a while back, a couple of months back, more than a couple months.
Q. All right. I have a letter in June of 2018 ---
A. Okay.
Q. --- that you asked me to write to have Mr. Meeks remove his goats from the property.
A. Yes.
Q. That would be over a year ago now.
A. Over a year ago, yeah.
Q. Does that sound about right?
A. Yes, because ---

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AGREEMENT TO SELL AND BUY

In consideration of the sum of Five Hundred Dollars ($ 500.) this day received from David R. Meeks Purchaser of the following described property:

all that property that joins Frank C. Miller Jr., Roy Mc Shean joins Hampton Rd, continues to center of creek at lower end of Property.

This purchase price being Fifteen Thousand Dollars ($ 15,000) on the following terms:

The Seller covenants and agrees and binds them and their heirs, executors, administrators, successors and assigns to convey the above described property to the said David R. Meeks heirs, administrators or assigns in fee simple by proper Warranty Deed, free from incumbrances except such as are herein agreed to be assumed, upon payment by Purchaser to Seller of the above said balance due of $14,500, PROVIDED said balance due is paid to Seller on or before June 25th, 2010.

If there is found to be any flaw in the title, which cannot be straightened out, the forfeit put up by the Purchaser is to be returned to said Purchaser.

All taxes, rents and insurance to be pro-rated at the date of consummation of sale.

Upon failure of the Purchaser to comply with the terms hereof within the stipulated time, the Seller is to have the right to retain the amount this day paid, and to enforce the performance of this contract according to law.

In witness whereof, we have hereunto set our hands and seals this 27th day of May, 2010.

Signed, sealed and delivered in the presence of:

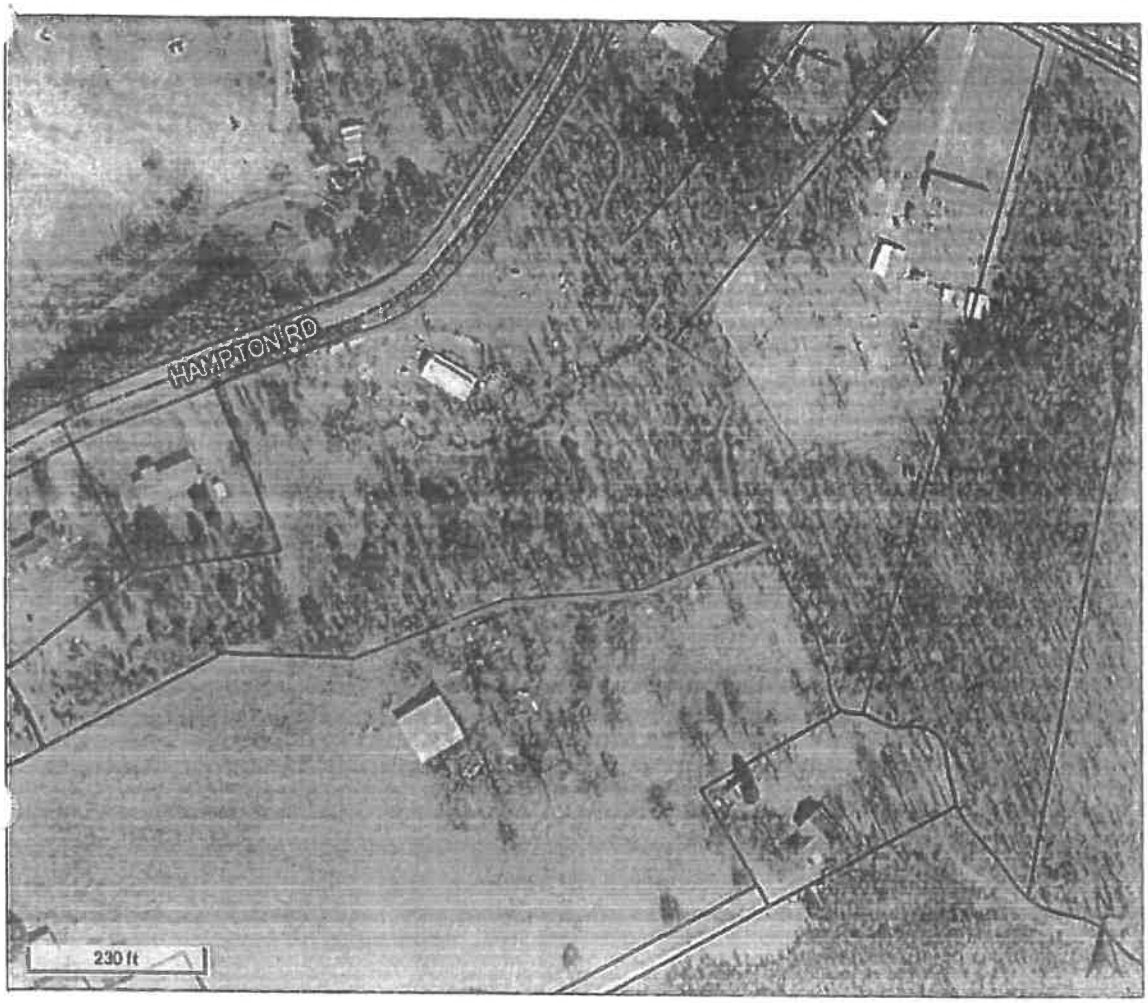
Seller

Frank A. Meeks
Purchaser

DEFENDANT'S EXHIBIT 1

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Overview

Legend
- Parcels
- Parcel Line in ROV
- Roads
- County Line

Parcel ID	1-48-00-016.04	Alternate ID	172962	Owner Address	MEEKS DAVID R
Sec/Twp/Rng	n/a	Class	Qualified Agricultural Farm Improved		2325 HAMPTON RD
Property Address	2160 HAMPTON RD WELLFORD	Acreage	4.47		WELLFORD, SC 29385
District	n/a				
Brief Tax Description	S SIDE HAMPTON RD E OF LITTLE MOUNTAIN RD PB 165-309 (Note: Not to be used on legal documents)				

Date created: 11/5/2018
Last Data Uploaded: 11/2/2018 10:42:12 PM

Developed by Schneider GEOSPATIAL

DEFENDANT'S EXHIBIT 7 11-19-21

INTENT TO ~~BUY~~ EK of Will power of at and LISA SIMS

I TILMAN GIBSON agree to ~~BUY~~ BUY FROM PATRICIA S MILLER

the property located at 2130 HAMPTON RD

The property shown on plat DR85M-963PA44363 described as follows A PORTION APPOX 2.5 ACRES +-

Property will be sold for the total sum of $ $14,200

A downpayment of _____ nonrefundable will be received as earnest money to be applied to price of property at closing on _____.

Lisa Sims 5,25,18
Signature of Seller

_____ ___/___/___
Signature of Buyer

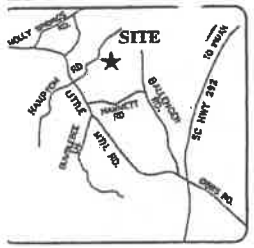
Buyer has agreed to pay for survey $200 and property appraisal $350, Has paid 7/1 350
and other closing cost 1350

DEFENDANT'S EXHIBIT

MILLER 36

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VICINITY MAP

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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 S Survey as specified therein; also there are no visible encroachments or projections other than shown.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

THIS PROPERTY IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD AND NOT OF RECORD.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.

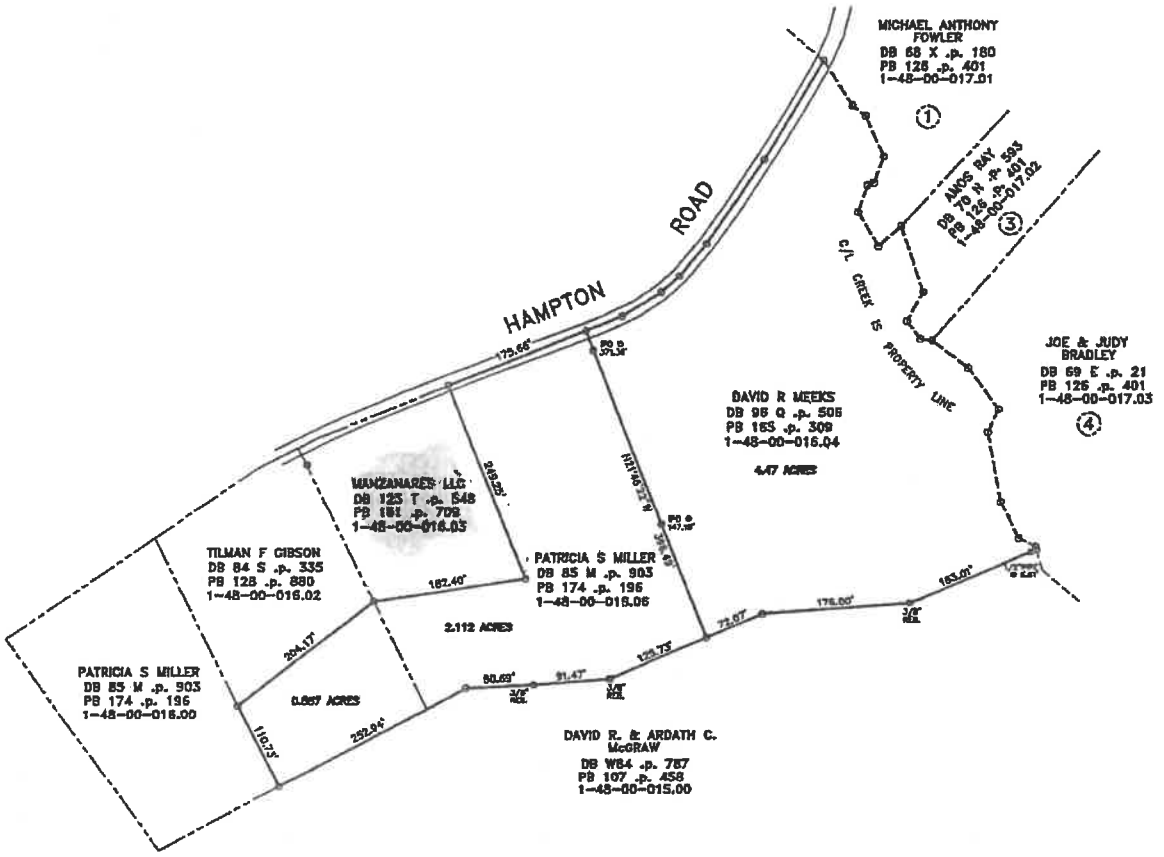
ALL UNDERGROUND UTILITIES ARE NOT SHOWN AND THEIR LOCATIONS ARE UNKNOWN TO ME.

NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.

P356

tabbies

EXHIBIT



PLAINTIFF'S EXHIBIT 13 7-12-19

LEGEND
- 1/2" REBAR FOUND (IPO)
- 1/2" REBAR SET (IPS)
- MAG NAIL FOUND IN ROAD
- MAG NAIL SET IN ROAD
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- CONCRETE
- FENCE
- P — OVERHEAD POWER

NOTES:
ALL PINS ARE 1/2" REBAR OR MAG NAILS IN ROAD, UNLESS OTHERWISE NOTED.

GRAPHIC SCALE
0 25 50 100 200
1 INCH = 100 FEET

EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240

MAG. NORTH

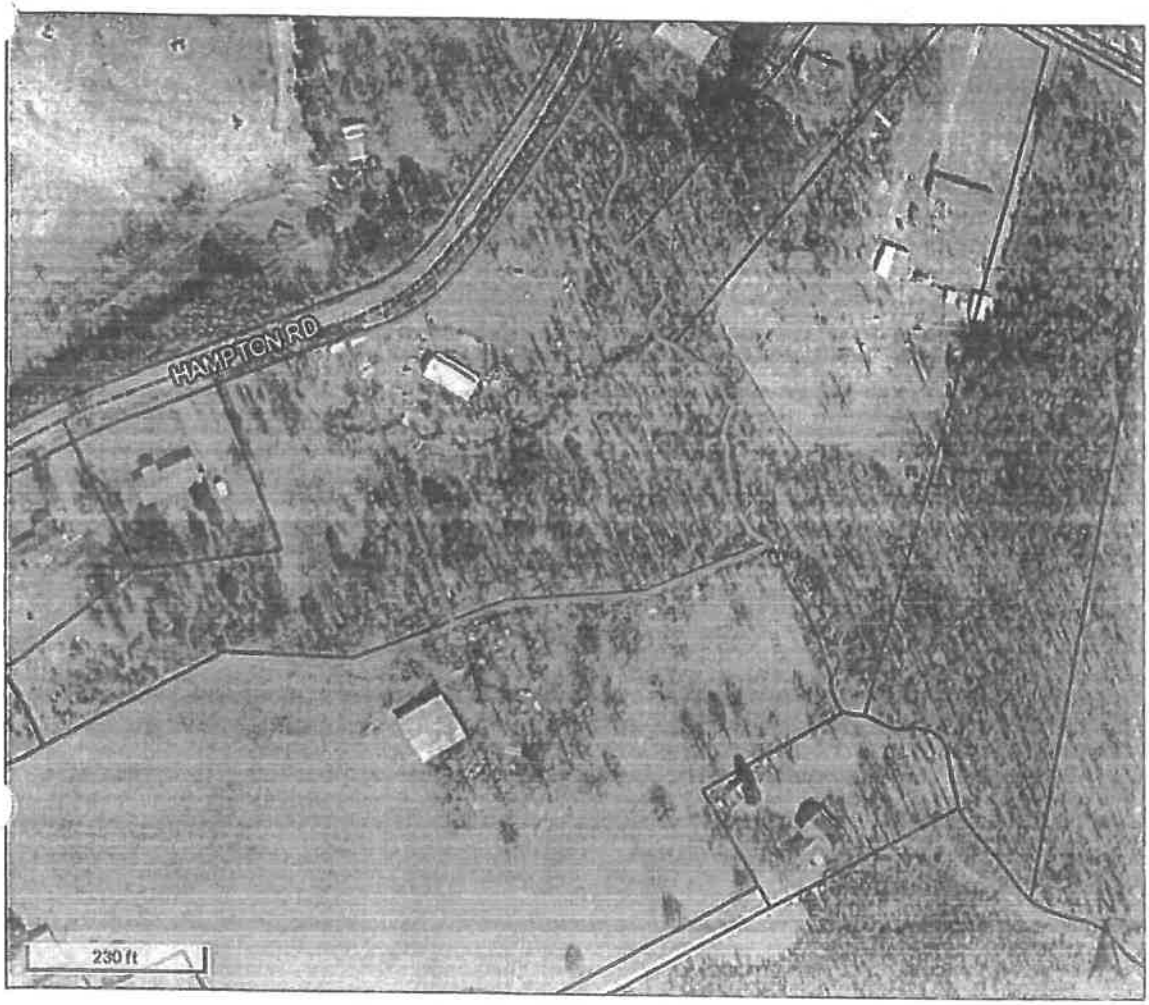
SOUTH CAROLINA REGISTERED LAND SURVEYOR NO. 021294 SOUTHER

SOUTH CAROLINA SEAL 21232 GEORGE R. SOUTHER

GEORGE R. SOUTHER PLS # 21232
JOB NO. 02825-cc

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Overview

Legend
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- Parcel Line in ROV
- Roads
- County Line

Parcel ID	1-48-00-016.04	Alternate ID	172962	Owner Address	MEEKS DAVID R
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Property Address	2160 HAMPTON RD WELLFORD	Acreage	4.47		WELLFORD, SC 29385
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Brief Tax Description	S SIDE HAMPTON RD E OF LITTLE MOUNTAIN RD PB 165-309 (Note: Not to be used on legal documents)				

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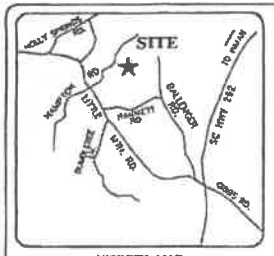
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EXHIBIT I

DEFENDANT'S EXHIBIT

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P358



VICINITY MAP

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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.

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.

CHECK ALL RIGHTS-OF-WAY AND SETBACKS BEFORE CONSTRUCTION.

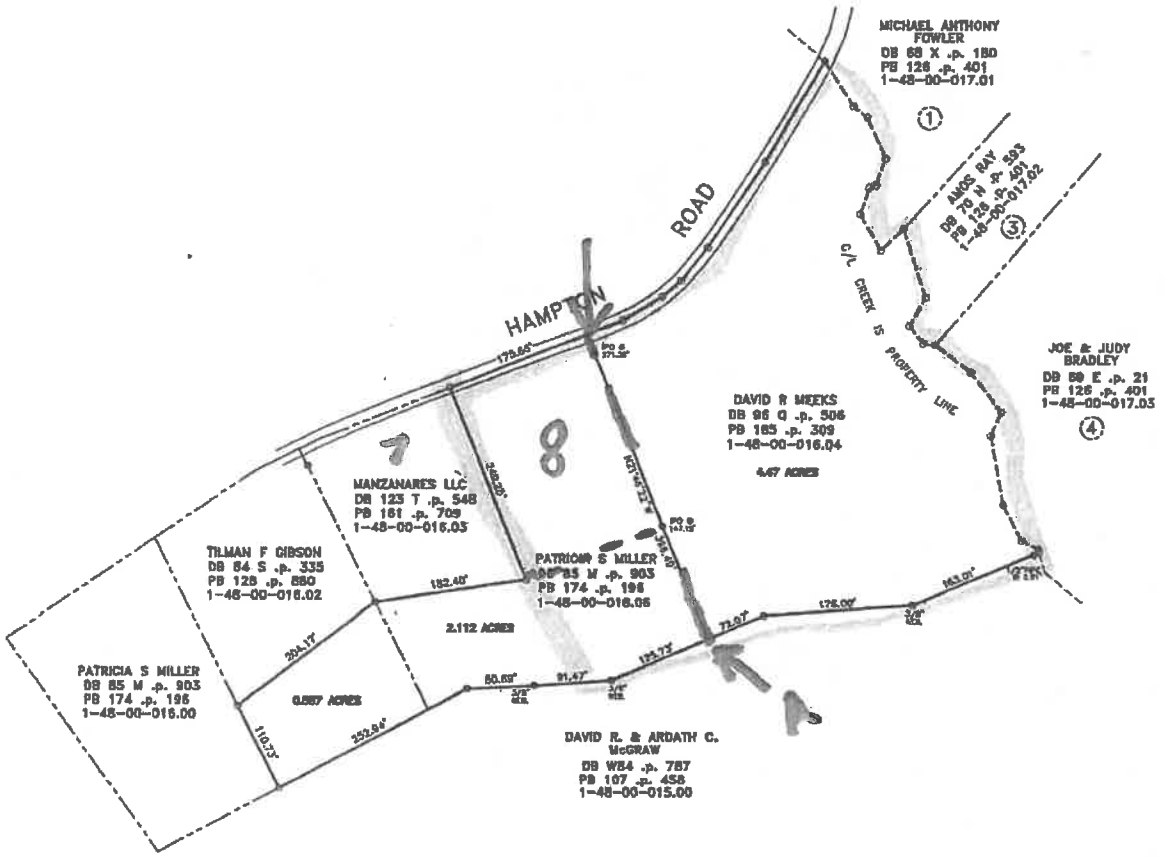
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NOTE: EXHIBIT DRAWING ONLY.
NO SURVEY DONE THIS DATE.

tabbies
EXHIBIT
5



LEGEND
- 1/2" REBAR FOUND (IPO)
- 1/2" REBAR SET (IPS)
- MAG NAIL FOUND IN ROAD
- MAG NAIL SET IN ROAD
- POWER POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- CONCRETE
- FENCE
- OVERHEAD POWER

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GRAPHIC SCALE
1 INCH = 100 FEET

EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

EXHIBIT
5
B. Souther 3/10/20
PENGAD 800-631-6989

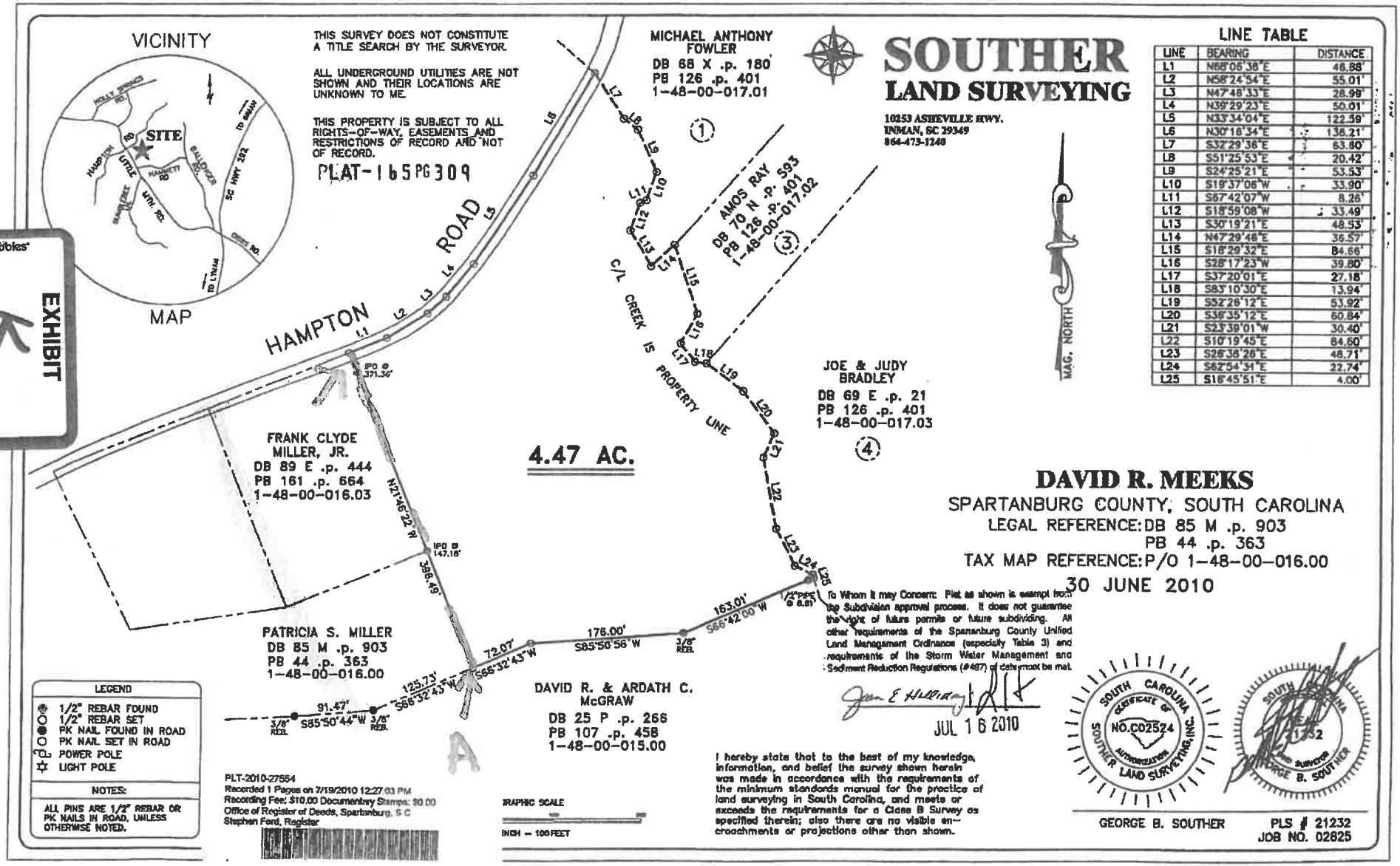
SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240

MAG. NORTH

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION NO. C00224 LAND SURVEYING

SOUTH CAROLINA SEAL 21232 GEORGE B. SOUTHER

GEORGE B. SOUTHER PLS # 21232
JOB NO. 02625-ex



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EXHIBIT
6
PERKINS 800-631-6989
B. Souther

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P360



VICINITY MAP

I hereby state that to the best of my knowledge, information, and belief the survey shown herein 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 S Survey as specified therein; also there are no visible encroachments or projections other than shown.

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NO SURVEY DONE THIS DATE.

tabbies

EXHIBIT 1

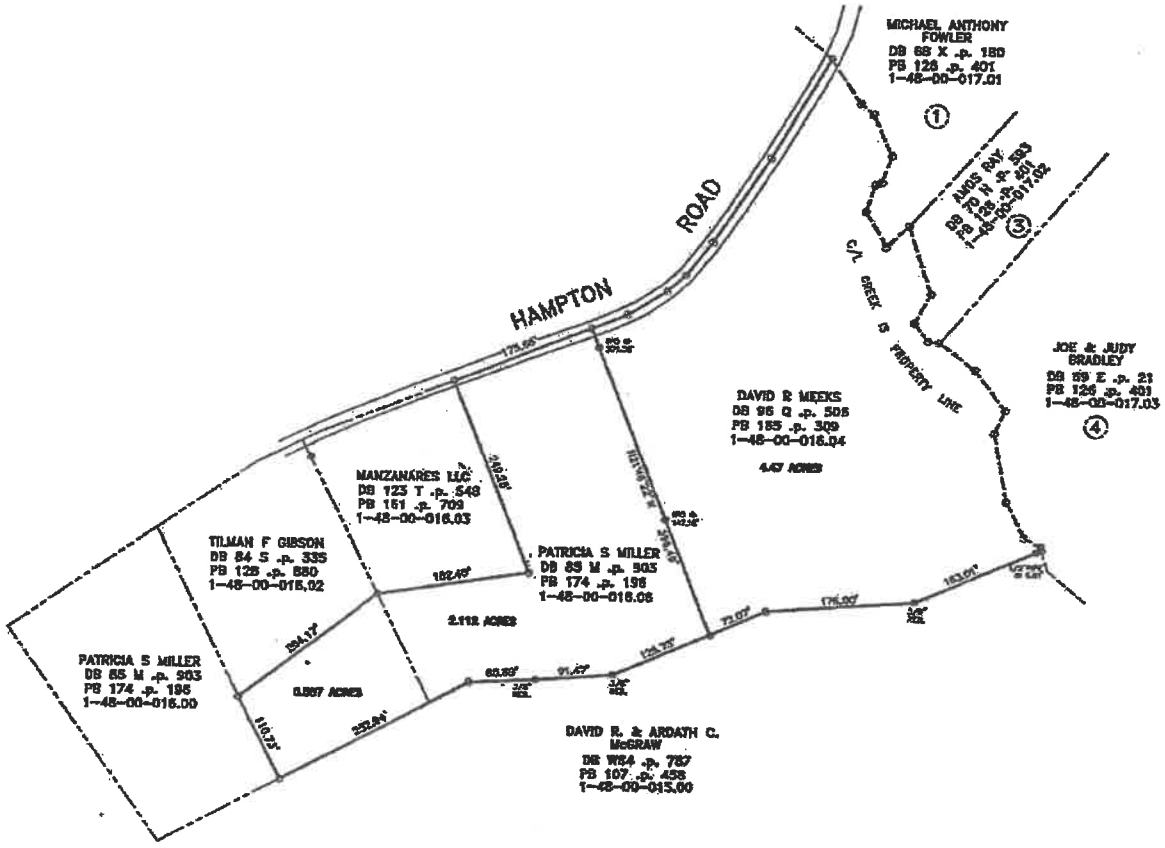


EXHIBIT
11
B. Souther 3/10/20

LEGEND
- 1/2" REBAR FOUND (PD)
- 1/2" REBAR SET (PS)
- MAG NAIL FOUND IN ROAD
- MAG NAIL SET IN ROAD
- POWER POLE
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GRAPHIC SCALE
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EXHIBIT DRAWING FOR
DAVID R. MEEKS
SPARTANBURG COUNTY, SOUTH CAROLINA
LEGAL REFERENCE: AS SHOWN
TAX MAP REFERENCE: AS SHOWN
21 JUNE 2019

SOUTHER
LAND SURVEYING
10253 ASHEVILLE HWY
INMAN, SC 29349
864-473-1240

GEORGE B. SOUTHER PLS # 21232
JOB NO. 02025

ELECTRONICALLY FILED - 2021 Apr 22 2:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF SPARTANBURG)	CA#: 2018-CP-42-03639
)	
Patricia Miller,)	**AFFIDAVIT OF KATHY BOASI**
)	
Plaintiff,)	
)	
v.)	
)	
David Meeks,)	
)	
Defendant.)	

PERSONALLY APPEARED BEFORE ME, Kathy Boasi, who first being duly sworn, deposes and says:

1. My name is Kathy Boasi. I live at 219 Highland Dr. Greer SC 29651

2. I am the daughter of Plaintiff, Patricia Miller.

3. I was present at the closing of the property sold by my mother to David Meeks on July 15, 2010.

4. At the closing, we were given a description, plat, and agreement proposed by David Meeks or his representatives and my mother relied upon and closed on the property with the plat and acreage given on that date.

5. My mother did not sell nor was she told that she was selling any property located behind Clyde Miller, Jr.'s property and next to Roy McGraw's property.

6. In 2010, David Meeks constructed a chain link fence from Hampton Road directly toward Mr. McGraw's property

7. David Meeks never fenced, used, claimed, or purchased my mother's property behind my brother Clyde Miller, Jr.'s property. (Plot property number 1-48-00-016.00)



8. My brother, Clyde Miller, Jr. was not at the 2010 closing, has no actual knowledge of the sale, and has been estranged from my mother since 2019

AND FURTHER DEPONET SAYETH NOT.

Kathy Boast

SWORN to before me this
22nd day of April, 2021

Notary Public for South Carolina
My Commission Expires:
5-14-2030

CARA SMITH
NOTARY PUBLIC
MY COMM. EXP. 5/14/2030
SOUTH CAROLINA

ELECTRONICALLY FILED - 2021 Apr 22 2:01 PM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

ELECTRONICALLY FILED - 2021 Jun 02 11:36 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF SPARTANBURG	)	**SEVENTH JUDICIAL CIRCUIT**
PATRICIA MILLER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**MOTION TO RECONSIDER PURSUANT TO RULES 52 & 59, SCRCP**
	)	
DAVID MEEKS,	)	
	)	
Defendant.	)	

TO: THE HONORABLE GORDON G. COOPER AND JASON M. IMHOFF, ATTORNEY FOR PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the Defendant, by and through his undersigned counsel, hereby moves the Honorable Gordon G. Cooper, Master-in-Equity for Spartanburg County, for an Order pursuant to Rules 52 & 59 of the South Carolina Rules of Civil Procedure, altering and/or amending the Order of the Court dated May 24, 2021, on the following grounds:

1. ***The "FACTUAL BACKGROUND" portion of the Order omits important and determinative facts, some of which are not disputed.*** Within days of the closing of the sale of the disputed property on July 15, 2010, the Defendant erected a chain-link fence along what both parties agreed is the western property line separating the property purchased by the Defendant and the property owned by the Plaintiff and her son, Frank Clyde Miller, Jr. The Plaintiff, who resides approximately 400 feet from this fencing, never disputed the Defendant's ownership of any of the acreage to the east of the fence until commencing this lawsuit in 2018. In her deposition on July 12, 2019, she testified under oath that she makes no claim to any of the acreage east of the fence. ***Plaintiff's deposition, p. 18, line 14 through p. 19, line 9.*** The survey

ELECTRONICALLY FILED - 2021 Jun 02 11:36 AM - SPARTANBURG - COMMON PLEAS - CASE#2018CP4203639

prepared by Souther Land Surveying and referred to in the Plaintiff's deed shows a different location for the western boundary, approximately 175 feet from the location of the Defendant's 2010 fencing which was stipulated by the parties to be the correct boundary. In the "PROCEDURAL HISTORY" portion of the Court's Order, the Court notes Judge Knie's finding in her November 16, 2019 Order that "it has been agreed that the plat of the survey upon which the disputed property was deeded was incorrect, and therefore the correct boundary lines must be determined by the Court". The Court, however, ignores this conclusion and the basic facts that require reformation of the Plaintiff's deed.

2. ***The "FINDINGS OF FACT" are incorrect, irrelevant and/or unsupported by evidence and testimony in the record.*** The Court's first finding of fact is that there is no evidence of fraud. To this point, the Defendant has treated the Plaintiff's lawsuit as the product of a surveyor's mistake which a court of equity is designed to correct. In light of her deposition testimony cited above, Plaintiff's continued attempts to seek title to property she acknowledges that she has already sold to the Defendant suggests fraud. The testimony of her son, Frank Clyde Miller, Jr., which the Court totally ignores in its Order, specifically makes this point. ***See Plaintiff's Exhibit 2, Frank Clyde Miller, Jr. deposition dated June 26, 2019.*** Mr. Miller is a licensed realtor.

The Court next finds that there is "insufficient evidence" to find a mutual mistake. This finding is profoundly in error. Both parties assumed at the July 15, 2010 closing that the Souther survey correctly indicated the western boundary line. The parties were mutually mistaken as to that fact, and both have acknowledged, in sworn testimony, that the presently existing chain-link fencing represents the western boundary. Even Ben Souther, in his deposition testimony, acknowledged that his plat was incorrect and did not reflect the boundaries

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agreed upon as set forth in the Agreement to Sell and Buy dated May 27, 2010. The deposition testimony of the Plaintiff's son, Frank Clyde Miller, Jr., is absolutely determinative on this issue. No diligent reading of Mr. Miller's courageous testimony leads to any other reasonable conclusion. ***Frank Clyde Miller, Jr. deposition, p. 46, line 15-17.***

The Defendant's claim has never been one concerning adverse possession so all of the findings of fact and conclusions of law sounding in adverse possession are improper and underscore the Court's improper analysis of the law and the facts in this case The findings of fact that the deed was properly executed by Plaintiff and not ambiguous are not relevant to the resolution of this dispute and, perhaps more importantly, do not cure the defects in the survey, plat and deed. The deed was not signed by Defendant. Similarly, it is not relevant who ordered the survey. The fact that the Defendant commissioned the survey and paid for it does not mean that he should be charged with the surveyor's errors which resulted in a survey, plat and deed which mistakenly referenced boundary lines inconsistent with the undeniable intent of the parties. There is also no competent, admissible evidence that the survey was reflected on the property using stakes and flags as set forth in Findings of Fact Number 7.

Finding of Fact Number 12 suggests that the parties agreed, at closing, to alter the terms of their Agreement to Sell and Buy by agreeing to proceed with the closing based upon the incorrect survey and plat. This finding is, of course, a necessary finding to invoke the Doctrine of Merger. However, this finding is not supported by the record in this case. There was no meeting of the minds between the parties to change the terms of their agreement from the property to be sold as described in the Agreement to Sell and Buy to the property shown in the defective plat. In fact, neither party even implied or argued that the parties contemplated or discussed modification of the executory contract such that the property to be conveyed would be

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the property shown on the defective plat. The Court's findings and conclusions in this regard are not supported by the record. The behavior of both parties post-closing with regard to the erection of the chain-link fencing and the subsequent acknowledgment that the fencing reflects the western boundary is proof that no such subsequent agreement was entered into between the parties.

Findings of Fact Numbers 15 and 16 are misleading and irrelevant. First of all, the court's reference to one party's testimony is not a "finding of fact." It is simply a summary of testimony. Nevertheless, these "findings" are not supported by the record. The Plaintiff admitted that she had no idea the amount of the amount of acreage she was selling; all she knew was that the property was not suitable for building. As to the property behind her son referenced in Finding of Fact Number 16, this is the only property which is truly a subject of dispute between the parties.

The Order of the Court awards real property to the Plaintiff which she acknowledges she sold to the Defendant in 2010. ***See her deposition, p. 26, line 12-14.*** A thorough reading of Plaintiff's deposition testimony indicates that her only complaint with the Defendant concerning the ownership of the real estate is the approximately one-half (1/2) acre of land located immediately behind the property formerly owned by her son, but now owned by the Defendant's LLC. This is the only property about which ownership is disputed. In that regard, Frank Clyde Miller, Jr. testified clearly that he always assumed that acreage behind his house belonged to the Defendant. ***See Defendant's Exhibit 4, Frank Clyde Miller, Jr. deposition.*** Ben Souther testified that a reasonable reading of the property description contained in the Agreement to Sell and Buy would include this approximate one-half (1/2) acre. ***Deposition of Ben Souther, p. 78, line 10 through p. 79, line 18.*** Judge Knie's unappealed Order of

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November 16, 2019 made a finding or fact and conclusion of law that the parties "agreed that the plat of the survey upon which the disputed property was deeded is incorrect, and therefore the boundary lines must be determined by the Court." This is the law of the case. This court erred as a matter of law and fact in disregarding the prior findings and conclusions of Judge Knie by disregarding the order of reference and essentially ruling that the boundary lines are those as set forth in the incorrect survey. Not only did this court not settle the dispute about which this case was expressly referred, it compounded the dispute by making findings of fact and conclusions of law not actually supported by the evidence or the proper law. .

3. ***The Court erred in its interpretation and application of the relevant law in this case.*** The Court's discussion of the applicable law in its Order states that the Court is relying on the Doctrine of Merger. Plaintiff did not plead or argue the Doctrine of Merger. The Court erred in relying almost exclusively upon the Doctrine of Merger in ruling in favor of the Plaintiff.

Not only did the Court err in relying upon the Doctrine of Merger, it exacerbated the error by improperly applying the law to the record in this case. The Court begins its discussion of this doctrine by stating that it applies only in the absence of fraud or mistake. Nothing further can be stated to illustrate the inaccuracies of the Souther plat, or the mistaken reliance upon it by the parties at their closing on July 15, 2010. As noted above, the Defendant has to this point not considered the statements and actions of the Plaintiff as fraud, but her continuing to claim title to property that she acknowledges she sold to the Defendant brings this conclusion into question. As also noted above, the parties did not agree at the closing to substitute the terms of their Agreement to Sell and Buy in favor of the defective Souther plat.

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The Defendant did not sign the deed. Accordingly, the Doctrine of Merger is inapplicable to the circumstances of this case.

The law that the Court should have applied to the facts of this case, at least with respect to all of the real estate east of the chain-link fencing installed in 2010, is the Doctrine of Boundary by Acquiescence as set forth in ***Knox v. Bogan, 472 SE2d 43 (1996).*** In a similar dispute to the case at hand, the South Carolina Court of Appeals held that "recognition of, and acquiescence in, a line as the true boundary line, if continued for a sufficient length of time, will afford a conclusive presumption that the line thus acquiesced in is the true boundary line". The Court further held that "where there has been a recognition by adjoining property owners of a clearly defined line for a long period of time, there is no requirement under South Carolina law that the Plaintiff show an active dispute or uncertainty as to the true line and a settlement of that dispute or uncertainty by the parties as an element as proof of title by acquiescence".

In the case of ***Croft v. Sanders, 323 SE2d 791 (1984),*** the South Carolina Court of Appeals held that "the determination of the question concerning what constitutes recognition and acquiescence depends upon the particular facts of the case. Generally, the question turns on the acts or declarations of the parties, on inferences or presumptions from their conduct, or on their silence." In ***Richardson v. Register, 87 SE2d 40 (1955),*** the Supreme Court of South Carolina held that "it is well established that where the dividing line between two co-terminous owners is doubtful and to establish it they meet together and agree on a line the agreed line must be regarded in all future controversies to be the true line".

In its Order, the Court cites the case of ***Shoney's, Inc. v. Cooke,*** for the proposition that "the Doctrine of Merger is founded upon the privilege, which parties always possess, of changing their contract obligations by further agreements prior to performance…and

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where there is no mistake or fraud", the subsequent deed is considered a modification of the Agreement to Sell and Buy. Again, those are simply not the facts here. There was no agreement, expressed or implied, between the parties prior to their July 15, 2010 closing, to alter the terms of the Agreement to Sell and Buy. There was a mutual mistake of fact, which was that the Souther plat accurately depicted the western boundary. That mistake is confirmed by the acquiescence of the chain-link fencing installed in 2010 as the western boundary and the confirmation of that boundary by the Plaintiff under oath. There can be no merger when there is a mistake.

Finally, the Court's Order, citing the case of ***Ives v. Ives***, states that "to justify reformation on the ground of mutual mistake, it is incumbent upon a party to show by clear and convincing evidence that the parties intend that the deed shall convey certain property and by mistake in the drafting of same, the conveyance did not represent such intention." That is exactly the situation in this case. By virtue of the mistake in the drafting of the plat, which became part of the deed, the conveyance did not represent the intent of the parties. This Court erred as a matter of law and fact in failing to issue an order which reflects the actual agreement of the parties. For the reasons stated, the May 24, 2021 Order of the Court should be altered or amended.

The Defendant respectfully requests that the Court reconsider its Order and alter or amend the findings of fact and conclusions of law such that the deed is reformed to reflect the exact boundaries of the property consistent with the boundaries contemplated to be sold by the parties' Agreement to Sell and Buy dated May 27, 2010 as confirmed by the acquiescence of the parties.

Respectfully submitted,

June 2, 2021

Spartanburg, S. C.

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Certificate of Counsel

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

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June 2, 2022