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W.P. & D., LLP
ELDERLAW SERVICES
OF SC, PA
HEARD 2-14-06

INSTRUCTIONS FOR ORDER

SIMPSON, JR. V SIMPSON AND INGLE
04- DR-14-243

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CUSTODY AND VISITATION:

The agreement as to custody and visitation is approved.

FINDINGS:

This court finds that there is no evidence to establish adultery before the separation nor is there enough evidence to prove physical cruelty. This court therefore finds that there was not significant fault to take into consideration as to the division of property and other issues.

The husband was a hard worker and a good husband and father.

The wife was a good mother and wife until her emotional problems began just prior to the separation. However, it is clear that the father will be required to take care of the children in the near future with little help from the wife.

No significant premarital property was brought into the marriage and any that was has been transmuted by this time.

Because of the speculative nature of farming, this court finds that there should be no value for the crops in production.

Because of the confusing nature in which the husband and his father run their business, husband should be responsible for the cost of most of the attorney's fees and CPA fees of the wife. He also shall be responsible for debts he owes his father with no contribution from the wife.

The LLC is clearly marital property. The court finds that the husband was paid little from his farming efforts during the marriage because he was earning his 50% interest in the farming property.

The husband shall receive no credit for what he paid to wife or on her behalf under the agreement that was overturned. It was an unconscionable agreement and the husband would have or should have otherwise been supporting wife during this period.

EQUITABLE DISTRIBUTION:

1996 SUBURBAN:

Wife values the vehicle at 500. The husband values the vehicle at 10,000.00. Wife shall be responsible for the cost Husband incurred in taking care of this asset while it was temporarily granted to wife:

insurance and taxes: 250

14
EXHIBIT
12.2.09 8B

towing fee 75

Since no one seems to want this vehicle, the husband shall be responsible for selling the vehicle. The proceeds he receives shall be divided equally between them.

- in proposed order
40% in final order
BSB

Kia Scphia Auto:

This is the property of the wife. As indicated below, the wife has been given credit for the 37,500 she received during the litigation. There will therefore be no need to give husband any credit for wife retaining this asset.

HUSBAND'S DEBT TO FATHER:

Father shall be responsible for any and all debts to his father. However, he will not be given credit for them. Because of the unorthodox way he and his father do business there is no way for this court to determine whether or not this was in their ordinary course of doing business. Just as it is too speculative to give the wife credit for crops in production.

MARITAL RESIDENCE:

The mortgage on the marital residence was increased during the marriage and there was no evidence to prove that it was not for a marital purpose.

OTHER PERSONAL PROPERTY:

Both parties have other assets that were not valued. The wife has a computer, the husband old vehicles, a boat. Each party shall have ownership to those properties in their possession except for the wife's non-marital china, her clothes and furniture that is still in husband's possession. She shall pick those up, if she has not done so already, the first Saturday in April at noon.

HUSBAND'S PROPERTY AND DEBTS

Cash on hand and in bank.....	2,435.00
Simpson, L.L.C.....	299,825.00
145 Heritage Rd (marital residence).....	61,400.00
Farm equipment.....	26,150.00
Inventory from Buck and Bull.....	4,345.00
Hwy 15.....	50,000.00
Poole Road.....	111,000.00

LESS

Pee Dee Loan Comp.....	133,500.00
Bank of Greeleyville.....	101,000.00

TOTAL TO HUSBAND.....320,655
60%

WIFE'S PROPERTY

Cash on hand and in checking account.....	51.00
Gunter Road property and the trailer on the property.....	14,000.00
Bradham Rd.....	14,000.00
Cash paid to wife during litigation.....	37,500.00
Billy Road.....	95,000.00
Cost husband paid on suburban.....	325.00
Huchabee Rd.....	61,000.00

LESS

BANK OF AMERICA.....	8,000.00
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TOTAL TO WIFE.....213,876
40%

As to the cost of 16,000 husband paid to wife as to the overturned agreement, the court considers that during the marriage before this litigation began, He would have paid her about that if he were supporting her.

ATTORNEY'S FEES AND COST:

COST OF PRIVATE INVESTIGATOR:

COST OF APPRAISALS:

5 tracks of farm land.....	5,500
Gunner Rd.....	350
Marital residence.....	350
Buck and Bull inventory.....	300
Farm equipment.....	300
COST OF CANCELLED AUCTION.....	838.37
DEFENDANT'S CPA.....	10,000.00
DEFENDANT'S ATTORNEY'S FEES.....	156,079.82

Husband shall be responsible for the cost of all the appraisals and the cancelled auction. He shall also be responsible for 50% of wife's CPA fees and 50% of the wife's attorney's fees and other cost.

The husband shall have 120 days to pay these cost in full.

PLAINTIFF'S INCOME:

Husband's income shall be as indicated on his most recent financial declaration, \$8,350.00. The father only adjusted his financial declaration as to his income after the defendant's experts did their work.

CHILD SUPPORT:

Using the incomes of the husband and wife on the most recent financial declaration, the mother's child support obligation is \$221 per month. She shall pay this

through the court with the 5%. Her total monthly payment is \$233.05. She may pay weekly at 51 / week plus the 5% if she prefers.

The father shall be responsible for the cost of health insurance for the minor children.

Mother shall be responsible for 15% of non-covered medicals, dental, orthodontic, psychological and psychiatric costs incurred on behalf of the minor children after the father verifies that he has covered the first 250.00.

She shall have 30 days to reimburse the father for 15% of the son's orthodontic bill. She shall also have 30 days to reimburse him for other non-covered costs after he has provided the bills and proof of what the insurance has covered to her.

Warner and McLaren, please prepare an order to this effect. Please list all the factors in 20-7-472 and make appropriate additional finds to support the above decision. Send a copy to the opposing counsel twenty-four hours prior to sending it to my office. If I failed to rule on any issue please indicate the issue in a fax. However, I will not entertain any further argument on any issue. Just as I did not consider any arguments contained in the marital assets addendums provided.