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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CLARENDON COUNTY
Family Court of the Third Judicial Circuit

Francis Segars-Andrews, Family Court Judge

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SC Court of Appeals

Case No. 2004-DR-14-243 & 315

William Robert Simpson, Jr.....Appellant,

v.

Becky H. Simpson and Wade Ingle, Defendants,
of Whom Becky H. Simpson is , ...Respondent.

RECORD ON APPEAL
VOLUME II
(Simpson II)

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William Simpson, Jr., Plaintiff, - vs - Becky Simpson and Wade Ingle, Defendants.	TRANSCRIPT OF RECORD CASE NO: 2004-DR-14-243
	February the 14th, 2006 and February the 16th, 2006

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HONORABLE FRANCES SEGAR-ANDREWS

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Appearing on behalf of the Plaintiff

Mr. Jan L. Warner, Esq.
Mr. James T. McLaren, Esq.
Ms. Carrie A. Warner, Esq.
Appearing on behalf of the Defendants

Mr. James Stoddard, Esq.
Appearing as the Guardian ad litem
on behalf of the minor children

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THE COURT: Proceed, please.

MR. WARNER: May it please the Court, with Jim McLaren and Carrie Warner, I represent Ms. Simpson, the Defendant. We have agreed subject to the Court's approval to the following: One, Mr. Simpson will have custody of the two minor children of this marriage. Ms. Simpson will have unsupervised visitation with the daughter, Kati Lyn, on the first and third weekends of each month from Saturday at 10:00 a.m. until Sunday at 5:00 p.m. during the school year for so long as Ms. Simpson lives in her current one room arrangement where she is living with Mr. Ingle who is also a Defendant in this action. Mr. Ingle will spend the night away from the current arrangement when Ms. Simpson exercises the overnight portion of her visit. If and when a larger premises with sufficient bedrooms is acquired, Mr. Ingle will not be required to leave at night. Mr. Ingle will not be restrained from being around the daughter other than overnight in the current physical environment. As far as Mr. Simpson is concerned as the father, he can have the children around his lady friends in a similar situation if that be the case.

Due to the fact that Ms. Simpson is working and has limited time off during the summer, she will have visitation during the summer months the first, second and fourth weekends of each month from Saturday at 10:00 a.m. until Sunday at 5:00 p.m. If she's able to secure vacation time she will have the

right to convert a couple of those weekends into a four or five day stay. This will depend on her work schedule. And the same overnight arrangements will carry through as to the summer visits. Based upon her current work schedule Kati Lyn will visit with her mother from 12:00 noon on Christmas day until 6:00 p.m. the day after Christmas. Same overnight situation. New Year's, Kati Lyn will be with her mother from noon on New Year's until 6:00 p.m. on the day after New Year's. Same overnight.

Ms. Simpson shall be entitled to copies of school records, school schedules and also medical treatment records regarding both children that will be made available to her. Subject to the Court's approval that would resolve the custody and visitation issues before the Court.

THE COURT: Mr. McKenzie, is that the agreement as you understand it?

MR. McKENZIE: That is, Your Honor. We were just concerned, obviously, that as Mr. Warner put it, the Defendant, Mr. Ingle, was going to be away whenever there is -- the parties, Mr. Ingle and Ms. Simpson apparently live in a one bedroom, actually a one room house. And obviously didn't want overnight visitation. If Mr. Ingle is going to spend the night away. Obviously if that didn't occur, both he and Ms. Simpson would certainly be within the contempt power of the court. I think Mr. Ingle is in the court room today also and

he could understand that, too. So as long as everybody understands that is part of the agreement, that's fine with us.

THE COURT: And the Guardian?

MR. WARNER: The guardian ad litem is present, Your Honor, Mr. Stoddard.

MR. STODDARD: Good morning, Judge.

THE COURT: Good morning.

MR. STODDARD: Your Honor, this has been extensive litigation and it looks like it's going to continue. I've been involved in the case for a little bit over a year. As things have evolved I believe this is the only real workable arrangement at this time. The parties have been very cooperative with me. Under the present circumstances with Mr. Ingle and Ms. Simpson, they live in a one bedroom studio apartment that's located within a larger structure which is a horse barn. They've been very cooperative. And Mr. Ingle's indicated that as long as that situation continues he will not spend the night there. I think both parties have some similar situations. But I believe this is in the best interest of the children. It's unfortunate that right now there's no framework for visitation with Ms. Simpson and Cody who is the older son. But I think that's something that hopefully time will heal. Everybody understands that. And Ms. Simpson has been very conscious of that and is not trying to push that

issue. But I'd ask the court to approve the agreement. I think it's a good resolution. I don't think litigation would benefit anybody at this time.

THE COURT: Mr. Ingle, is he represented?

MR. WARNER: No, ma'am. He's in court. He is present.

THE COURT: Sir, are you present Pro Se?

MR. INGLE: What's that?

THE COURT: You are representing yourself, sir?

MR. INGLE: I'm here with Jan.

THE COURT: Sir, is that the agreement as you understand it?

MR. INGLE: Yes, ma'am.

THE COURT: Will all three parties stand and raise your right hands.

MR. WILLIAM SIMPSON, after having been duly sworn, testified as follows:

MS. BECKY SIMPSON, after having been duly sworn, testified as follows:

MR. WADE INGLE, after having been duly sworn, testified as follows:

THE COURT: State your name, please?

MR. SIMPSON: Bill Simpson.

MS. SIMPSON: Becky Simpson.

MR. INGLE: Wade Ingle.

THE COURT: Did you hear the agreement placed on the

record?

MR. SIMPSON: Yes, ma'am.

MS. SIMPSON: Yes, ma'am.

MR. INGLE: Yes, ma'am.

THE COURT: Does that take care of all issues as to custody and visitation?

MR. SIMPSON: Yes, ma'am.

MS. SIMPSON: Yes, ma'am.

MR. INGLE: Yes, ma'am.

THE COURT: At this time do you believe that's in the best interest of all three parties to this action?

MR. SIMPSON: Yes, ma'am.

MS. SIMPSON: Yes, ma'am.

MR. INGLE: Yes, ma'am.

THE COURT: And is it in the best interest of the children?

MR. SIMPSON: Yes, ma'am.

MS. SIMPSON: Yes, ma'am.

MR. INGLE: Yes, ma'am.

THE COURT: Any questions of either party regarding the agreement?

MR. WARNER: None from the Defendants.

THE COURT: Any from the guardian?

MR. STODDARD: No, ma'am.

THE COURT: From the Plaintiff?

MR. McKENZIE: Nothing, Your Honor.

THE COURT: Okay. The agreement as to custody and visitation is approved and made the order of this court enforceable under the contempt powers of this court.

Proceed with the other issues.

MR. STODDARD: Your Honor, may I be excused? I believe my work is done.

THE COURT: Any objection?

MR. WARNER: I just want to be sure, are you paid up?

MR. STODDARD: Yes. The retainer fee was substantial and has covered my fees. I've had substantial involvement in the case but I'm covered.

THE COURT: Okay. The guardian may be excused.

MR. STODDARD: Thank you.

MR. WARNER: If it's satisfactory with the court, Your Honor, can we just hand up a separate order on that after it's reviewed by Counsel to resolve those issues?

THE COURT: Certainly. Assuming it's no objection to the Plaintiff.

MR. WARNER: I mean, it's a separate order on the visitation. Because I don't know how long it's going to be to get the other order out and I want to make sure she's getting her visits.

MR. McKENZIE: It won't be any problem as long as we have, you know, it references this order and it's part and

parcel to this order.

MR. WARNER: I'll try to have that by Thursday.

THE COURT: Great. Call your first witness.

MR. McKENZIE: Your Honor, I understand Mr. Warner has some people he wanted to call out of order but I don't know if they're here or not. I don't have any objection to that. I'm ready to go on my first witness but he's going to be substantially long. It's going to be the Plaintiff.

MR. WARNER: Your Honor, Mr. Watson is here. He was the court appointed appraiser. He's here. I asked to put him up out of turn so we can get him back and I think Mr. Odom -- is there a gentleman that did the farm? Is he on the way up?

MR. SIMPSON: Yes, sir, Aaron.

MR. WARNER: Is he on the way up?

MR. SIMPSON: He's supposed to be here this morning.

MR. WARNER: Your Honor, we would ask that Mr. Watson be called as the court's witness since the court did appoint him as the appraiser.

THE COURT: Okay. Sir, please come to the witness stand to be sworn. Raise your right hand.

WILLIAM BURKE WATSON, after having been duly sworn, testified as follows:

THE COURT: Please be seated. You may proceed.

MR. WATSON - DIRECT EXAMINATION BY MR. WARNER:

Q: Mr. Watson, were you appointed by Judge Jeffery

Young to conduct an appraisal of Mr. Simpson's real property, farm equipment, and I believe inventory of the Buck and Bull Store?

A: Yes, sir. The real property, Mr. Warner. But I noticed that the farm equipment got involved somehow. But I had some other people look at that.

Q: So you have contacted other people who have done those appraisals?

A: Yes, sir.

Q: Would you give the court the benefit of your background and experience as a real estate appraiser, please?

A: Be glad to. If I could go ahead and provide my resume, Mr. Warner.

Q: Alright.

MR. WARNER: Your Honor, we would ask that this be marked as a court's exhibit.

MR. McKENZIE: Joint exhibit.

MR. WARNER: Or a joint exhibit, either one.

THE COURT: No objection?

MR. McKENZIE: None, Your Honor.

Mr. WARNER: Would it be joint or court?

COURT REPORTER: Joint Exhibit Number One.

MR. WARNER: Joint Exhibit Number One.

(Joint Exhibit Number One was Admitted into Evidence)

MR. WARNER: Based upon this, Your Honor, we would

submit Mr. Watson as an expert.

THE COURT: Any objection?

MR. McKENZIE: None, Your Honor.

Q: Mr. Watson, have you appraised the real property of W.R. Simpson, Jr.?

A: Yes, sir.

Q: Would you tell the Judge how many parcels were appraised?

A: There were five tracts of land, the marital residence, and a mobile home.

Q: We have the marital residence, we have a mobile home, and how many acres?

A: Five tracts of land, Mr. Warner.

Q: Okay?

A: There is a 110.81 acre tract, a 50 acre tract, a 50.92 acre tract, an 86.50 acre tract, and a 10 acre tract.

Q: On any of those was a mobile home situated?

A: On the unimproved property?

Q: Yes?

A: No, sir. There was a mobile home on a .92 acre tract on Gunter Road.

Q: Five tracts of unimproved?

A: Except one farm had an old dilapidated tenant house. I think that you have a copy of that report. It will show up in the appraisal.

Q: So to be clear for the record we have five tracts of unimproved land that you just recited?

A: It's five tracts of farm land of which one was improved with an old tenant house that does not contribute to the overall value.

Q: There is a mobile home on .92 acres, which is a sixth piece that you did?

A: Yes, sir.

Q: Then there is the marital residence which is the seventh piece?

A: That's correct.

Q: Let's start with the marital residence. Do you have an opinion as to the fair market value of that residence and have you done a complete appraisal on it?

A: Yes, sir.

Q: Can I see the appraisal?

A: Yes, sir.

Q: Thank you, sir.

MR. WARNER: Your Honor, we would offer as a joint exhibit the appraisal of the residence along with the invoice for the cost of that appraisal.

MR. McKENZIE: No objection, Your Honor.

THE COURT: What exhibit is that?

MR. WARNER: Joint exhibit two.

(Joint Exhibit Number Two was Admitted into Evidence)

MR. McKENZIE: What was the cost of that appraisal?

MR. WARNER: $500.00.

Q: Mr. Watson, this is the one that you sent us, is that correct? With the color photo?

A: Yes, sir.

MR. WARNER: Your Honor, may I substitute the color photo so the court can see it a little better?

THE COURT: That would be great.

MR. WARNER: Thank you. Mark that as joint two.

A: Mr. Warner, I would like to have that copy back when you all get through if you don't mind.

Q: Is this your only copy?

A: Yes, sir. Judge, I did send one to Magnolia Street. I don't know if you got that one or not.

MR. McKENZIE: That's the court house is Sumter, Judge, the Family Court in Sumter. Magnolia Street that he's talking about.

Q: Let me ask you this. Do you mind picking up your package from Sumter?

A: I'll be glad to.

Q: Which will be your file copy?

A: Yes, sir, that would be fine.

Q: Thank you. Mr. Watson, would you describe the marital residence that's described in, the size of it that you appraised in joint exhibit two?

A: I'll be glad to if I could get a copy back.

Q: Here, just take mine.

A: Okay. Thank you.

Q: How big is that house?

A: The subject property is 2,616 square feet.

Q: It is built from what type of material?

A: It's a log siding type home.

Q: When was it built?

A: It was built back in, I think 1995.

Q: What is the condition of the house?

A: The condition, it's in average minus condition. I'll be more than happy to read my comments on it.

Q: Please?

A: The exterior needed a sufficient coverage of stain or water sealer. That's also to the deck as well. There was some work that needed to be done at the rear double french door. The utility bath floor needed to be repaired and new vinyl floor covering put down. And also refinish the master bath floor. When I say refinish, I think that was either a pine floor or hard wood floor in that particular area. Replace carpet upstairs. Also master bedroom. Repaint walls on second floor. The estimated cost, Mr. Warner, is about $7,500.00.

Q: $7,500.00 to bring it in tip top shape?

A: Yes, sir.

Q: In it's current condition what did you determine to be the value of that residence?

A: My supported value as of the filing date was $140,000.00.

Q: $140,000.00?

A: Yes, sir.

Q: Alright. I'll take that one back. Thank you. Did you do an appraisal of the mobile home?

A: That's correct.

Q: May I see that one, please, sir? I'm going to switch again?

A: If you don't mind, all my notes --

Q: Do you want to keep that one? Would you rather keep that one?

A: Yes, sir, if I could.

MR. WARNER: Your Honor, I'd offer as a joint exhibit the one he sent up. We don't have any use for it other than --

MR. McKENZIE: No problem, Your Honor.

MR. WARNER: Joint exhibit three.

(Joint Exhibit Number Three was Admitted into Evidence)

Q: Just so we're clear on that house, it's $140,000.00 --

A: As is.

Q: As is?

A: Yes, sir.

Q: Now the mobile home on .92 acres, what was the date of acquisition of that, please, sir?

A: The date of acquisition was April 13th, 2004.

Q: April 13th of '04?

A: Yes, sir.

Q: Is that rented?

A: At the time of the filing from what Mr. Simpson stated, it was vacant. But at the time of my inspection the people had just moved in.

Q: Someone had just moved in?

A: Yes, sir.

Q: Do you know what the rental of that residence is, what that mobile home is?

A: I believe the tenant stated or either Mr. Simpson stated about $350.00 a month.

Q: Alright. So let's go over to the unimproved property or the farm land. What was the value of it, I'm sorry, I didn't ask you that?

A: Of course that physical address, Mr. Warner, was 3030 Gunter Road. The value, supported value as of August the 24th, 2004 would be $14,000.00.

Q: $14,000.00. Now I assume that the copy that I received, you brought one copy with you of the appraisal of the --

A: Yes, sir.

Q: So we'll just use ours. Is this the appraisal or a copy of it that you sent to us dealing with the unimproved farm property?

A: Yes, sir.

MR. WARNER: Your Honor, mark that as joint exhibit four.

MR. McKENZIE: No objection, Your Honor.

(Joint Exhibit Number Four was Admitted into Evidence)

Q: What was the bill on the mobile home, how much did you charge to do that one, sir?

A: On the mobile home, and I think the marital home, too, was $350.00 each.

Q: The marital residence showed $500.00?

A: I'd like to see that one more time if I could.

Q: I'm sorry. It's $350.00. I can't read. It's $350.00. And then the mobile home was $350.00?

A: Yes, sir.

Q: I apologize. So let's talk about the acreage. Can you tell us about that, please, sir?

A: Yes, sir. As I mentioned earlier there was five parcels involved, anywhere from ten acres to 110.81 respectively. I can go ahead, Mr. Warner, if you'd like me to, I can tell you the value for each parcel unless you want me to go into the description again.

Q: If you would just tell the number of acres of each. Do you want to start with the 110 and move down?

A: That would be fine.

Q: Alright, sir, if you would do that then we could ask you questions about each?

A: Okay. On Poole Road there is 110.81 acres, the value is $111,000.00. There is a tract of land off of Highway 15 South, the value is $50,000.00. Off of Huckabee Road, 50.92 acres is $61,000.00. There is a tract on Billy Road, 86.50 acres at $95,000.00. And a ten acre tract on Bradham Road, $14,000.00.

Q: Now the highest and best use for this property is what, what did you appraise this as?

A: The majority of it would be like recreational, farm or what we call like a lifestyle tract. Mostly the one on Bradham Road, the ten acre tract would be like a lifestyle tract where somebody would go in and build a house to have a little bit of elbow room for, you know, riding a four wheeler or some type of recreational use.

Q: Would you give the court, please, the dates of acquisition and the consideration shown on the deed for each parcel, please?

A: I'll try my best.

Q: Alright, sir.

A: Just bear with me if you don't mind, sir. On the

Poole Road tract, the 110.81 acre tract there were several deeds involved which I might have to go to my addendum, but of the 110.81 acre tract there was a 53.60 acre tract that was conveyed to Mr. Simpson by Diana Harvin for consideration of $10,692.20.

Q: That date was?

A: That was back on October 26th, 2001.

Q: Alright, sir.

A: Those deeds, all the deeds should be hopefully within the addendum of my report. Okay, if we could go to the Highway 15 South, the 50 acre tract --

Q: The other parcels of the 110.81, is it readily available for you to get the dates and consideration paid, please?

A: It looks like of that 110.81 acre tract there was 31 acres that was conveyed. I did not see an affidavit. All I see here is -- I'm sorry, it is $14,000.00.

Q: And the date?

A: It looks like the recording date on that was September the 13th, 1999.

Q: Alright, sir. That's 84.6 of the 110.81 in those two tracts?

A: How much was that total?

Q: 84.6. The 31 and the 53.6?

A: Let me go back to the first one I gave you I

think the consideration was $10,692.00?

Q: Yes, sir.

A: This is a copy of the deed that shows 40.6 acres, less however two acres, 1.26, .28. But do you want me to go over all that, too?

Q: It was one other piece of the purchase to make up the 110?

A: Yes, sir.

Q: So that would have been the difference between the 84.6 --

A: It should be a four acre tract.

Q: Four acres?

A: Yes, sir.

Q: What was paid for that?

A: It looks like the consideration on that was $3,000.00.

Q: And the date?

A: January the 3rd, 2000.

Q: Alright, sir. That brings up to 88.6. The rest of it was acquired in one transaction?

A: Like I told you earlier it was numerous parcels involved in which we tried to pick up from the appraisal standpoint a three year sales history.

Q: Okay.

A: Okay. Of course I didn't even have to mention

that on some of them.

Q: I see. Has this property appreciated significantly since 2000 and 2001?

A: It's gone up. One of the main reasons is not because of the farm economy, it's because of recreation like, you know, hunting.

Q: Did you see a hunt club on this property or do you know anything about a hunt club or hunt preserve?

A: On anything on Bill Simpson, Jr.'s property?

Q: Yes, sir?

A: No, sir.

Q: Okay. Let's go ahead down to the 50 acre piece?

A: Okay. The 50 acre tract which is off of Highway 15 South, okay, let me get that deed. The 50 acre tract was a two parcel. Mr. Simpson purchased a 20 acre tract and the consideration was $15,000.00.

Q: And the date?

A: And he purchased a 30 acre tract.

Q: What was the date of the $15,000.00 tract?

A: I'm sorry. I'm sorry. It should have been around April 3rd, 2003.

Q: Alright, sir. The thirty acres?

A: The 30 acre tract was $14,250.00.

Q: What date?

A: That was around January the 21st, 2002.

Q: Alright, sir. We've got $29,250.00 in consideration and a value of $50,000.00?

A: That's what it shows.

Q: The present value is $50,000.00 on that piece?

A: The fair market value.

Q: Yes, sir.

A: Yes, sir.

Q: Let's look at the 50.92 acres on Huckabee Road?

A: Okay. The 50.92 is also two parcels. There was a 31.90 acre tract.

MR. McKENZIE: Your Honor, may we approach for a minute?

THE COURT: Certainly.

Q: 31.9 acres purchased for how much, when?

A: On the deed it just shows $5.00. I do not have the affidavit on that.

Q: Who was the transfer or the grantor on that deed?

A: The grantor is William Robert Simpson, Jr., and Becky Hill Simpson.

Q: This is a deed from Mr. Simpson and his wife to Mr. Simpson?

A: That's correct.

Q: Of the 31.9 acres?

A: Yes, sir.

Q: What was the date of that transaction?

A: I think that's around July the 23rd, 1997.

Q: '97. You didn't go back to see where that property came from, is that correct, or did you?

A: Well in the deed it shows that it was conveyed to William Robert Simpson and Becky Hill Simpson by deed of Thomas Wesley Broadway.

Q: Tom Broadway?

A: Yes, sir.

Q: That deed was dated what?

A: That's back, the deed, 1993.

Q: Alright, sir. And the second piece of the 50.92 tract?

A: Let me go back to my notes here. Okay. What I just gave you, Mr. Warner, was 31.90 acres. So the remainder should be 19.02.

Q: Alright, sir.

A: Okay. That particular tract sold for $15,000.00.

Q: $15,000.00 was the consideration?

A: Yes, sir.

Q: What was the date of that deed, sir?

A: May 24th, approximately, of 2000.

Q: May 24th of 2000. Let's go please to the 86.5?

A: The 86.50 acre tract is also two parcels.

Q: Give us those two same things, consideration and date?

A: Okay. On the first parcel, 51.5 acres.

Q: 51.5?

A: Yes, sir, 51.5.

Q: Alright, sir.

A: The consideration, $24,750.00, and the date is October the 10th of 1994.

Q: 1994?

A: Yes, sir.

Q: Alright, sir. And the next piece would be 35 acres?

A: That's correct, 35 acres. The consideration was $14,260.00, on April 4th of 1997.

Q: What is the value today or as of the date of filing of the 86.5 acres? I think you testified $95,000.00?

A: Yes, sir, $95,000.00.

MR. McKENZIE: What was the amount of the 34.7?

MR. WARNER: $14,260.00.

Q: Let's go to the last one. The ten acres?

A: Okay. The ten acre tract, the consideration shown is $5,000.00.

Q: $5,000.00?

A: Yes, sir.

Q: What date?

A: February 18th, let me take that back. I'm sorry. July the 14th, 1997.

Q: That's the property on Bradham Road?

A: That's correct.

Q: You put a value on that of $14,000.00?

A: $14,000.00. Yes, sir.

Q: Mr. Watson, all the real estate that you appraised, including the mobile home, did you come up with a cumulative total?

A: I have not lump summed it. No, sir.

Q: But if we add together the $140,000.00, $14,000.00 for the mobile home --

A: I think I've got my calculator here.

Q: Okay. Would you do that for me?

A: Be glad to. That should be, hopefully I've got the right calculation, $485,000.00.

Q: $485,000.00?

A: Yes, sir. That includes the five tracts and the two improved properties.

Q: Well, let's see a minute. What is your bill for doing all this work? On the farm side?

A: On the farm it's $5,500.00.

Q: $5,500.00?

A: Yes, sir.

Q: Did you check liens on this property? Did you see any liens?

A: No, sir.

Q: Did you check anything from the ASCS office as far as farming operations?

A: No, sir.

Q: When did you, you gave out to Mr. McKenzie and I at about the same time copies of these appraisals, is that correct?

A: That's correct.

Q: They came in whatever date is stamped on the one I gave the court, right?

A: Yes.

Q: Late last week, correct?

A: That's correct.

MR. WARNER: No further questions, Your Honor.

MR. McKENZIE: Just a couple of questions.

MR. WATSON - CROSS EXAMINATION BY MR. McKENZIE:

Q: Mr. Watson, how are you doing this morning?

A: Doing fine, thank you.

Q: You said that the, it would appear to me just from going through the values of the homes or value of the property that you appraised, I'm talking about the five unimproved tracts of land, these tracts of land were running about $500.00 an acre up until recently, is that correct? Is that a fair assumption?

A: Land has appreciated a good bit in the last three or four years.

Q: Can you tell us why that is so?

A: Like I mentioned earlier, you know, if you go back and look at back in the '70s for example when the farm economy got in trouble, you know, as far as the farmers financially, the value of the land just went down significantly. What's happened this time, what's keeping the prices going up is not the farming, it's the recreation. In other words, you know, hunting, deer, turkey, small game, and also people looking for larger tracts to maybe, like I said earlier, maybe build a house on and have some recreation on the same property.

Q: All the unimproved tracts that you appraised, they're being currently used for agricultural purposes?

A: Except for the ten acre tract.

Q: What's that being used for?

A: It's just wooded.

Q: Wooded?

A: It's not being productive.

Q: So the other lands are crop lands?

A: A portion.

Q: Some would be wooded but the majority of it would be crop lands?

A: That's correct.

Q: Do you know what Mr. Simpson, Jr., does for a living?

A: I think he and his father both are farmers. I don't know what else they do besides that.

Q: So your opinion is that the -- well tell me about this land was bought, some of this land was bought actually, I think the 30 acre tract that's a part of the 50 acre tract was bought on July 21st, 2002 for $14,250.00. A portion of that 50 acre tract that you now have appraised at $50,000.00. So that's appreciated in value from what Mr. Simpson paid for it or is that about what he paid for it? $29,250.00 is what you have on the value of it. That's the 50 acre tract?

A: I would have to go back.

Q: Yes, the consideration you stated was on January 21st, 2002 was $29,250.00 and it was 30 acres?

MR. WARNER: Your Honor, I object to the form of that question because there's a component part in '02 and part in '03.

MR. McKENZIE: I'm going to get to '03.

THE COURT: Okay.

A: Okay, he paid $15,000.00 I believe for the 20 acre tract and also paid $14,250.00 for the 30 acre tract.

Q: So he basically got a good deal on the 20 acre tract and paid, the 30 acre tract he paid about what it's worth?

A: That's about right. Yes, sir.

Q: So in essence when Mr. Simpson purchased, and all

this property is in Mr. Simpson's name, is that correct?

A: Yes, sir.

Q: When we're talking about Mr. Simpson we're talking about the Plaintiff?

A: W.R. Simpson, Jr.

Q: Right. When you talk about this property that he purchased, he purchased this property at pretty good deals and it's appreciated in value?

A: I think he did okay.

Q: He made some good business decisions?

A: Compared to where we are today. Yes, sir.

MR. McKENZIE: Thank you. That's all the questions I have, Your Honor.

MR. WARNER: Just one more. Did you do any appraisal of the Simpson Farms, LLC? You didn't do any, appraise any of that?

MR. WATSON: No, sir, Mr. Warner.

MR. WARNER: No further questions.

MR. McKENZIE: Your Honor, I would just object to that last question as not being proper redirect.

THE COURT: Sustained. Anything further from this witness?

MR. WARNER: No, ma'am.

THE COURT: Thank you. You may step down. Is there any reason this witness should not be excused?

MR. McKENZIE: No, ma'am.

MR. WARNER: None, Your Honor.

THE COURT: Sir, you may be excused.

MR. WATSON: Thank you, Judge.

MR. WATSON: Call your next witness, please.

MR. McKENZIE: Are you going to call Mr. Odom?

MR. WARNER: He's here. Mr. Odom, come on up and be sworn if you would.

JOHN ODOM, after having been duly sworn, testified as follows:

THE COURT: Be seated, please.

MR. WARNER: Your Honor, this is another court's witness. Does the court want me to just go ahead and examine him?

THE COURT: Please, yes.

MR. ODOM - DIRECT EXAMINATION BY MR. WARNER:

Q: Mr. Odom, did you do an inventory of the fair market value of the inventory at the Buck and Bull Store?

A: Yes, sir.

Q: When did you do the inventory?

A: Friday morning.

Q: Friday morning?

A: Yes, sir.

Q: Do you know what was in that store in August of 2004? Do you have any idea what the inventory was then?

A: No, sir, I don't.

Q: This is what's left, is that correct?

A: This is what I found on Friday.

Q: This is the only copy. We're going to put it in evidence, okay?

A: No, I've got one.

Q: You've got a copy?

A: They made a couple of them.

Q: Oh good. Okay. How many you got?

A: I got one more.

Q: Why don't you just let me have it and I'll give one to the Judge?

A: Officer Robert just had those made for me.

MR. WARNER: Your Honor, we would offer this as joint exhibit five. Do you guys have a copy?

MR. McKENZIE: We do have a copy.

Q: Do you have your copy?

A: Yes, sir.

THE COURT: Joint Exhibit Five without objection.

(Joint Exhibit Number Five was Admitted into Evidence)

Q: What is your opinion of the value of the inventory left in that store?

A: $4,345.00.

Q: Do you know when that store closed?

A: No, sir, I do not. If I may make a --

Q: That's alright. If you don't know it's fine.

A: Thank you.

Q: Did you think another $400.00 to $500.00 in inventory is not fit for sale because of vandalism, rats or expired dates?

A: Out of date merchandise.

Q: How much is your bill for going out there and doing this inventory?

A: $300.00.

MR. WARNER: No further questions for this witness, Your Honor.

THE COURT: Cross examination?

MR. ODOM - CROSS EXAMINATION BY MR. McKENZIE:

Q: Mr. Odom, there was an attempt by Bill Simpson, Jr. to sell the property back I think earlier this year. Do you recall that?

A: The contents?

Q: Yes, sir.

A: Yes, sir. Last year.

Q: Last year?

A: Yes, sir.

Q: I'm going to hand you a copy of your bill. Do you recognize that?

A: Yes, sir. I contracted to do an auction at this location, did the advertising, the labor of set up. But the

sale was cancelled.

Q: Do you know why the sale was cancelled?

A: No, sir. It was because of court proceedings. I was notified after because of court proceedings.

Q: At the time that this property, that you were hired to do and go in and sell this property, did you go in and review the contents?

A: Yes, I did.

Q: Were they substantially the same as they are?

A: No, sir.

Q: They're not?

A: No, sir.

Q: Tell us what the difference in the contents were?

A: If I might say before I went out there Friday morning I was shown a copy of a police report where the store had been broken into.

MR. McKENZIE: Your Honor, I would object to anything he got through hearsay about a police report. If he's going to base any opinion on what the inventory was. Judge Young stopped the sale by court order. The reason for going into this I have no idea because there was a court order that says that he was not to sell it.

THE COURT: If he knows what the property was before of his own knowledge he can testify.

Q: Okay. You went out and inspected the property at

the time of the sale and when was that? Before Judge Young stopped the sale?

A: It was sometime before March 21st. I do not have that.

Q: 2005?

A: Yes, sir.

Q: Because that's when the check was written to you, is that correct?

A: That's right.

Q: So sometime before March 21st of 2005. Do you recall what the inventory was?

A: Not dollar and cents. I do know that it was a good inventory of a working business. When I went back out there this week not a lot of that inventory was left in the building.

Q: What was the difference?

A: There were four glass showcases, display cases, right large display cases that were full of merchandise that are empty to date. When I mentioned vandalism, the floor is absolutely covered with candy, with chewing gum, with tobacco, with caps, with stuff that's not sellable. The dates on most of the snacks, drinks, a lot of canned goods is out of date. I mentioned that as non-sellable merchandise.

Q: That was the merchandise, that's what I'm basically getting at. There's a lot of things that could have

been sold in 2005 that were not sold?

A: That would be my opinion, yes.

Q: That could have had value?

A: Yes.

Q: When you sent back into the store there was evidence of vandalism?

A: Very.

MR. McKENZIE: Okay. That's all the questions I have.

MR. WARNER: I have a couple questions. Mr. Odom, you never did an inventory in March of '05 like you did for this proceeding, did you?

MR. ODOM: No, sir.

MR. WARNER: No further questions.

MR. McKENZIE: Your Honor, we move this Odom auction bill into evidence as Defendant's Exhibit.

MR. WARNER: Your Honor, we object to it. The grounds being that Judge Young ordered that the sale not take place because of the issues set forth in his order. Why that should be considered an expense to the marital estate based on Judge Young's order I object to it.

THE COURT: I'm going to let it in for what it's worth.

MR. McKENZIE: Thank you, Your Honor.

THE COURT: What exhibit is this?

MR. McKENZIE: I think this is four, five. Defendant's five. I have four that we --

MR. WARNER: Plaintiff's five.

MR. McKENZIE: Plaintiff's five. I'm sorry.

COURT REPORTER: Plaintiff's five.

(Plaintiff's Exhibit Number Five was Admitted into Evidence)

MR. McKENZIE: Do you have the original? Thank you.

COURT REPORTER: Mr. Odom's bill.

MR. McKENZIE: The other original copy of the report is already in. Is that correct, Jan?

MR. WARNER: Pardon me?

MR. McKENZIE: His report is already in evidence?

MR. WARNER: Yes.

COURT REPORTER: Joint five.

MR. McKENZIE: Joint five. Thank you.

THE COURT: Anything further from this witness?

MR. WARNER: Nothing further.

MR. McKENZIE: Nothing from the Plaintiff, Your Honor.

THE COURT: Thank you, sir. You may step down. Any reason this witness should not be excused?

MR. WARNER: No objection.

MR. McKENZIE: None, Your Honor.

THE COURT: You may be excused, sir.

Please call your next witness.

MR. WARNER: This is Mr. Easters, Your Honor.

THE COURT: Please come to the witness stand to be sworn, sir. Raise your right hand.

AARON EASTERS, after having been duly sworn, testified as follows:

THE COURT: Be seated, please.

MR. WARNER: Your Honor, this is another court's witness from the farm equipment.

MR. EASTERS - DIRECT EXAMINATION BY MR. WARNER:

Q: Would you state your name, please, sir?

A: Aaron Easters.

Q: Mr. Easters, where do you live?

A: I live in Lydia, South Carolina.

Q: Where is Lydia?

A: Between Hartsville and Bishopville.

Q: You were called by Burke Watson, Jr. to appraise some farm equipment?

A: Yes, sir.

Q: Who did you contact to appraise the farm equipment and when did you do it?

A: I did it one day last week. I believe it was Thursday.

Q: How many pieces of farm equipment did you appraise?

A: I believe it was five.

Q: Five pieces of farm equipment. Who made the representation to you that there were five pieces of equipment?

A: I talked with Bill.

Q: Bill Simpson, Jr.?

A: Yes.

Q: Did you know him before this?

A: Yes.

Q: How long have you known him?

A: I've known him since he was a little tot.

Q: So you know his daddy, too?

A: Yes.

Q: Is farm equipment titled?

A: No, not all farm equipment is titled. Some.

Q: Tell me?

A: Some farm equipment is titled, some is not.

Q: Was any of the equipment that Mr. Simpson showed you titled?

A: No.

Q: When you went out here last week do you have a list of the equipment that you looked at?

A: I filled out one of my forms and listed the equipment and the serial number.

Q: What did you do with that form?

A: Bill faxed it to somebody. I guess one of the attorneys or whoever, Mr. Watson or somebody.

Q: Is this what you appraised?

A: That's correct.

Q: There are five pieces of equipment on there?

A: Yes, sir.

Q: Do you know how Mr. Simpson, Jr. and Simpson, Sr. farm? Do you know anything about their operation?

A: No.

Q: Did you call ahead to come down here to look at this farm equipment?

A: I contacted them a couple of hours before I came over, yes.

Q: Do you remember what day you came up, sir?

A: It was last, whatever the ninth is. When was that?

Q: The ninth of February?

A: Right.

Q: Which was about five days ago?

A: That's correct.

Q: Who did you contact, Simpson, Sr. or Jr.?

A: I contacted Jr.

Q: Where did he take you?

A: Took me, part of the equipment was at his residence and the other part was at the farm headquarters.

Q: Farm headquarters?

A: Right.

Q: Now who owns the land where the farm headquarters is located?

A: I don't have knowledge of that. I'm assuming that, you know, Billy, Sr. owns it. I assume. I don't have that information.

Q: Was there other equipment out there at farm headquarters that you did not appraise?

A: Yes.

Q: Do you in fact know who bought any of the equipment out there?

A: No.

Q: So you appraised what you were shown, is that correct?

A: That is correct.

Q: Mr. Simpson showed you all the equipment?

A: That is correct.

Q: Did you look through or ask to look through the depreciation schedule of Mr. Simpson's tax return?

A: No, sir.

Q: Did you ask for proof of any equipment that he had purchased?

A: I didn't know I was supposed to.

Q: So you appraised five pieces. Tell me what those five pieces are, please, sir?

A: They got a New Holland hay bailer, Alice Chalmers motor grader, a New Holland stack wagon, a John Deere excavator, and a cotton wagon that he was using to haul hay

on.

Q: Do you know how many acres Mr. Simpson, Jr. farms by himself?

A: I do not have knowledge of that, sir.

Q: Do you have any knowledge of how many acres he farms in conjunction with his father?

A: No, sir.

Q: What is the value of the farm equipment that Mr. Simpson, Jr. showed you?

A: I've got it as $26,150.00.

Q: $26,150.00?

A: That is correct.

Q: If that farm equipment, if Mr. Simpson, Jr. farm equipment was worth $150,000.00 in '04 can you tell us why it would be worth $26,000.00 now if that's all of it?

A: All I can say is if these five pieces of equipment that I valued at $26,000.00 was worth $104,000.00 in '04 I'd sure like to get ahold of that fellow that put that value on there because I'd skin him good.

Q: If Mr. Simpson, Jr. put that value on his farm equipment in '04 would it have depreciated to $26,000.00 between then and now?

A: No. Not those five pieces of equipment.

Q: So you really don't know what Mr. Simpson owns, do you?

A: All I know is the five pieces of equipment that I put a value on.

Q: Who showed you those again?

A: Mr. Simpson.

MR. WARNER: Your Honor, this is another joint exhibit, which I think would be six.

MR. McKENZIE: No objection, Your Honor.

(Joint Exhibit Number Six was Admitted into Evidence)

Q: I'm going to let you look at exhibit six a minute. After you completed your appraisal were you told what to do with it?

A: No, sir.

Q: What did you do with it?

A: I kept a copy and I gave Bill a copy.

Q: You gave him a copy on the 9th?

A: Yes.

Q: So you wrote it up on the ninth and sent it up, and gave him a copy and you kept a copy?

A: And he faxed it to someone. I'm assuming it was one of the attorneys or whoever was supposed to get it.

Q: Did you send one to me?

A: No, sir. I didn't know I was supposed to.

Q: Do you know of any reason we didn't receive it?

A: Like I say, I didn't know I was supposed to send you one.

Q: Alright, sir. Start if you would, please, the first item you appraised. Tell me what it is and what the value is?

A: It's a New Holland model 575 hay bailer.

Q: Alright, sir.

THE COURT: Would you repeat that, please, sir?

MR. EASTERS: A New Holland model 575 hay bailer. And I valued it at $7,750.00.

Q: Alright, sir.

A: The second item I valued was an Alice Chalmers 45 motor grader, and I valued it at $3,500.00. Third item was a New Holland 1033 stackliner, and I valued it at $4,500.00. The next piece was a John Deere 690-B excavator, and I valued it at $9,500.00. The last piece was a Herald ten bail cotton wagon, and I valued it at $900.00.

Q: Would you tell the Judge how many other pieces of farm equipment were out at the farming headquarters?

A: All I can say is a lot. I didn't count, I didn't know I was supposed to.

Q: You said a lot?

A: Yes.

Q: Could you give us some examples of how many? More than ten?

A: More than ten.

Q: Let me show you, sir, a photograph which has been

marked as Defendant's Exhibit Number Six. Did you see that truck out there at the farm central?

A: No, sir, I did not.

Q: Did you appraise any trucks?

A: No, sir.

Q: Your last name, is it East --

A: Easters.

Q: E-A-S-T-E-R-S?

A: That is correct.

Q: Mr. Easters, if Mr. Simpson, Jr. filed a financial statement showing he owned $150,000.00 worth of farm equipment, that's not it that you appraised, is it?

A: No, sir.

MR. WARNER: No further questions, Your Honor.

THE COURT: Mr. McKenzie, any questions?

MR. McKENZIE: No questions, Your Honor.

THE COURT: Thank you very much. You may step down. Any reason this witness should not be excused?

MR. WARNER: No, ma'am.

MR. McKENZIE: We do have, Your Honor, what was his charge for appraising the equipment? That's the only thing we didn't have I believe.

MR. EASTERS: Y'all have run up about a $300.00 bill so far.

MR. McKENZIE: $300.00.

MR. EASTERS: If I'm excused and go out that door it won't get no higher.

THE COURT: You're excused.

MR. WARNER: Thank you, Mr. Easters.

MR. McKENZIE: Thank you.

MR. McLAREN: Your Honor, can we bring up one matter to the court?

THE COURT: Certainly.

MR. McLAREN: We were handed when we began this morning a financial declaration dated February 14th, 2006 on behalf of Mr. Simpson, Jr. And on the last page it has an entry for cash at $30.00, an entry for checking account is at $175.00, pension at zero, and the rest is to be determined. That is not a proper financial declaration, particularly in the first day of the trial.

THE COURT: What that is going to mean is if your Client has proffered it that is what the Court is going to use. That is not proper. So I will take the values off the other one.

Call your first witness.

MR. McKENZIE: Thank you, Your Honor. Your Honor, we would call Bill Simpson, Jr. to the stand.

BILL SIMPSON, JR., after having been duly sworn, testified as follows:

MR. McKENZIE: Thank you, Your Honor.

MR. SIMPSON, JR. - DIRECT EXAMINATION BY MR. McKENZIE:

Q: State your name for the record and give your age and date of birth?

A: Bill, William Robert Simpson, Jr., August 8th of 1969.

Q: Mr. Simpson, you were last before this court for a divorce hearing, is that correct?

A: Yes, sir.

Q: At that divorce hearing the issues of child custody, visitation, support and the issues of equitable distribution and other issues were left open, is that correct?

A: Yes, sir.

Q: So basically the issues were bifurcated, is that correct?

A: Yes, sir.

Q: What was your wife, what were you granted a divorce on? What grounds were you granted a divorce on?

A: Adultery.

Q: And that is your wife's adultery?

A: Yes, sir.

Q: Who currently has custody of your minor children?

A: I do.

Q: How long have you had custody of those children?

A: Actually since the agreement was, I guess since the temporary order. But they were with me from my first

agreement pretty much too, also.

Q: Let's talk about your first agreement for a minute. You had an agreement that you and your wife entered into in August of 2004. Is that correct?

A: Yes, sir.

Q: That agreement was overturned by an order of Judge McFaddin in December of 2004?

A: Yes, sir.

Q: The agreement had been approved by Judge McFaddin in August of 2004 and you and your wife were living under that agreement?

A: Yes, sir.

Q: Like I say, do you recall the agreement was overturned in December of 2004? Is that correct?

A: Yes, sir. I don't know the exact dates, but I know it was some time in the end of December. Somewhere in December.

Q: When did the children come to live with you?

A: They were staying with me from pretty much August, our first agreement and all. Whenever we agreed on everything and kind of separated or whatever, our ways. They was with me at that particular time, from then till now.

Q: The agreement you entered into in August of 2004, did you comply with the terms of that agreement?

A: Yes, I did.

Q: I'm going to hand you a copy of Plaintiff's Number One that's already been marked and ask you if you recognize that agreement or recognize those numbers and let's go through those?

A: Yes, sir, I do.

Q: Let's start with number one. What does that represent?

A: The house. She had living rights, exclusive living rights for the house. And for the, I guess, the amount of time, whatever the time frame was when we first agreed to, they overturned it, it was I guess around four months. The payments were about $800.00 a month that I was making on the house.

Q: That's where that number comes from, the $3,200.00?

A: That's right.

Q: The second number is what?

A: The light bill. I was paying the light bill.

Q: On the house?

A: On the house. It come up to about $250.00 a month, times the four months that she was there. It was about $1,000.00.

Q: The third item on there?

A: It's the phone bill.

Q: Yes?

A: I paid the phone bill and all for the house and the light bill.

Q: So that's another part of it?

A: That's another part, yes.

Q: What's the next item on there?

A: I agreed in our first agreement to give her a tank of fuel for I don't know exactly how many years or whatever. But a tank per week. And she got her tank every week or more.

Q: Until the agreement was overturned?

A: Yes. That was a suburban, diesel fuel. And figure it at 35 gallons per tank or whatever, and that's the amount of weeks. It came up to that amount.

Q: The next number is what?

A: The upkeep and all on the suburban. I was taking care of the tires and motor, transmission, whatever it was on the suburban while she was driving it.

Q: You agreed to do that per the order?

A: That's right. Yes, sir.

Q: You did, you complied with that part?

A: Yes, sir.

Q: What's the next item on there?

A: The maintenance and repairs to the home after she moved out prior to the temporary order.

Q: Tell me about that? What kind of maintenance did

you have to do to the home?

A: When I moved out in our agreement she had exclusive rights to the house. I didn't go over there to try and cut the grass or clean up around the house or take the trash off or anything like that. And she just didn't do anything. In fact, about within about I'd say six weeks or so of her having the house, she went and moved in with Wade Ingle and would come by the house and kind of use it. Sometimes she would stay there and sometimes she wouldn't. I don't know the reasoning behind it or whatever. But anyway, all the stuff in the refrigerator and just everything was just in shambles. I mean, everything around there was just filthy nasty.

Q: Did you have to pay people to come in and help clean it?

A: I had to get someone to come in there and got them to help me clean the shrubs down and clean all the stuff that was no good in the house. I tried to so some improvements to the house at that time, you know, to get it back kind of decent and liveable or whatever. Not liveable, I mean, you could live in it but I wanted to try and get it back in fair amount of shape as it was when I left.

Q: Why did you want to do that?

A: For my kids and I to move back in.

Q: When did you, you said that shortly after you entered into the agreement she moved in with Wade Ingle?

A: Yes, sir.

Q: Even though she had custody of the kids, you all had joint custody, is that correct?

A: Yes, sir. I agreed to give her joint custody of the kids hoping that the things that was ongoing was going to get better with her and Cody and Kati Lyn. And that she would see them more and they could come back and forth. It wouldn't be a pull that she could take them from me or I could take them from her. I didn't want anything like that. But I did want to make sure that they were able to go wherever they wanted to go. That was my biggest concern.

Q: Were you paying her child support and alimony per that temporary agreement?

A: Yes, sir, I was.

Q: How much were you paying her in child support?

A: I think $300.00 a month child support.

Q: How much in temporary alimony?

A: $450.00 a month.

Q: And you were paying all the other bills?

A: Yes, sir.

Q: Shortly after that you said she left and went and moved in with Mr. Ingle?

A: Yes, sir.

Q: But you still continued to comply with the terms of the agreement until it was overturned?

A: Yes.

MR. McKENZIE: Your Honor, we would move to have that entered as Plaintiff's Number One. I think it's been marked but I don't know that it's been moved into evidence.

THE COURT: Any objection?

MR. WARNER: No objection. That's what he says he did, summary.

THE COURT: That's one?

MR. McKENZIE: That's correct. Plaintiff's One, Your Honor.

MR. WARNER: Your Honor, I thought all of this was already in evidence?

MR. McKENZIE: Okay. I didn't know whether we were marking it or it was in.

THE COURT: Every exhibit that is marked is in, is that correct?

MR. WARNER: As far as we're concerned every exhibit that is marked is in.

THE COURT: Okay. But you still need to let me know what they are so I can put it in my notes.

MR. McKENZIE: Yes, ma'am. We'll do that. Thank you, Your Honor. That's Plaintiff's Number One.

Q: What is the total amount in Plaintiff's Number One?

A: $16,012.00, that's what it is.

Q: That's what it cost you to comply with the agreement that was overturned?

A: Yes, sir.

Q: You said that your ex-wife is currently living with Wade Ingle. When did she move in with Mr. Ingle?

A: I'm not sure. There is some investigator's things that shows --

Q: But that was in the other case, right?

A: I'm not sure.

MR. WARNER: Objection.

THE COURT: What's your objection?

MR. WARNER: The objection is that part of the case is over. He knows or he doesn't know. What an investigator told him I think is hearsay.

MR. SIMPSON: I was just going to say it would be in correspondence to those dates.

THE COURT: Sustain the objection. Let's move on.

MR. McKENZIE: I'll move one.

Q: Shortly after?

A: Within six weeks of our agreement.

Q: Tell me, do you know what kind of living arrangements, have you been to the home that she lives in?

A: Yes, I have.

Q: Describe to the court what kind of living arrangements she lives in?

MR. WARNER: Object to the relevance of this issue. We've already resolved the custody visitation. I don't know the relevance to the economics.

THE COURT: What are you trying to get at?

MR. McKENZIE: I just wanted Your Honor to understand the economic situation she went from, what she voluntarily went from which was a home that you have an appraisal from, where she was getting child support, had her custody of her children, was getting alimony, and what she went to.

MR. WARNER: Your Honor, we have an agreement here that was set aside by court order so she really didn't have anything based on Judge McFaddin's order.

THE COURT: This is not property that has to be divided. She doesn't own it, correct?

MR. McKENZIE: She does not own it.

THE COURT: Alright. Let's move on.

MR. McKENZIE: Okay.

Q: Under your previous agreement with Becky she lived in the marital home, is that correct?

A: Yes.

Q: You had joint custody, is that correct?

A: Yes.

Q: Were you going to pay her a lump sum amount of money?

A: Yes, sir.

Q: How much was that?

A: We were going to figure the amount of the equity in the house and split whatever that was on the equity in the house at that time.

Q: Do you remember the number?

A: I think it was $22,500.00.

Q: Were you going to pay her a monthly figure for a number of years?

A: The alimony and child support I think I was continued to pay that. I don't know the exact amount of years for that. Then I was to pay her $5,000.00 at the end of every year I think for three years I'm pretty sure.

Q: Who was going go pay, the kids were in private school?

A: Yes.

Q: What school is that?

A: It's a christian school in Summerton. It's a little private school. About 250 students and it's very christian oriented. They have grades one through twelve. Clarendon Hall School is the name of the school.

Q: You were going to continue to pay that under the other agreement?

A: Yes. Nothing of that had ever been discussed about.

Q: Was she provided an automobile under the other

agreement?

A: Yes.

Q: How much was that automobile valued at in 2004? How much did you value that automobile at?

A: $10,000.00.

Q: Where is the automobile currently?

A: It's at my house now.

Q: Can you tell us how the automobile got to your house?

A: I received a phone call from I think your office --

MR. WARNER: May it please the court. Let me object to this. This was the subject of another hearing. Judge Young has already ruled on this exact issue about the automobile. I think it's irrelevant.

MR. SIMPSON: He's never ruled on it.

THE COURT: Excuse me?

MR. McKENZIE: That was a temporary order, Your Honor, to be decided at the final hearing as to who got the automobile.

THE COURT: Alright. Proceed.

Q: You are now in the possession of the automobile but you had to go pick it up on the side of the road?

A: That's right.

Q: Was the automobile broken down?

A: Yes, it was.

Q: Under the temporary order who got the automobile?

A: Becky did.

Q: Who was responsible for the maintenance, upkeep, taxes and insurance on it?

A: She was.

Q: Now --

A: The --

Q: Go ahead?

A: The letter that I seen and whether to go pick it up or not I didn't know whether I would be in contempt for getting the vehicle or not because of all the things that have been occurring about all the different cases and stuff. So I didn't know whether to go pick it up or not. But they put on there that it was in the median side of the road and that any damages done to it at that time or something that I would be responsible for it, or having it put in impound or something of that order. I asked y'all what to do. And I was told to get it.

MR. WARNER: Objection, Your Honor, to the hearsay and relevance.

Q: Let's just go with this and strike that last remark you made.

THE COURT: Sustained.

Q: Just tell us what you did with the automobile and

what it's worth now in the condition you found it?

A: Okay. I went to Absolute Towing I think it was and asked them about if they would go pick it up for me. It had a flat tire and the transmission I think was tore up on it. And it's at my house now.

Q: In the same condition?

A: Same condition. I haven't fixed the transmission and the tire is still flat.

Q: Do you think your wife should still have ownership of her suburban?

A: Yes, I do.

Q: Do you think that she should be charged the $10,000.00 that it was worth whenever she had it?

A: Yes, I do.

Q: Did you do anything to depreciate the value of the suburban?

A: No, I haven't.

Q: It's still sitting in the same condition as you found it on the side of the road?

A: It hasn't been washed. I haven't washed it or anything. It's just sitting there in, you know, out in the open, just like it would have been there.

Q: Under the prior agreement with Becky Simpson did your children get any of your assets?

A: Yes.

MR. WARNER: Judge, could I object to going into this agreement again? It's been set aside. I'm having a problem seeing the relevance of what that agreement provided for.

THE COURT: Mr. McKenzie?

MR. McKENZIE: Your Honor, the relevance is again, the agreement was overturned by Judge McFaddin. The agreement at the time that it was entered into my client thought that it was fair. It was a good agreement. And Ms. Simpson came back later on and said that she had bipolar and wasn't capable of entering into an agreement. I wanted to show the court what she gave up in the agreement and also what she gave up for her children in the agreement to show that she is willing to give away all of those things in order to -- I think it goes to relevance of what she has given up in order to have her boyfriend.

THE COURT: Answer the question.

MR. McKENZIE: It goes right to the party's misconduct, Your Honor. Thank you, Your Honor.

Q: So, Mr. Simpson, we had talked about how much cash she was going to receive. Your children were going to receive property when they turned 18?

A: Yes.

Q: I say your children, you and Becky Simpson's children?

A: Our children, yes.

Q: How much of the marital property were they going to receive? How much of your property were they going to receive?

A: I think 25%.

Q: Apiece?

A: Right. Each one of them. I think it was 50% or something on that order, 25 and 25. My little boy was to get 25% and my little girl was to get 25%.

Q: So you had agreed to give Ms. Simpson's children and your children 50% of everything you own when they turned age 18?

A: That's right.

Q: And that was part of the deal?

A: That's right.

Q: During this period of time, and that time frame is August through December, what kind of relationship did Ms. Simpson have with your children?

A: She didn't have a relationship with them at all. She didn't. They couldn't find her or I called her two or three times trying to get her or my little girl tried several times to call her and she did stay with her on a couple of nights.

Q: Is that Kati Lyn?

A: Yes. Between August and December. And one of the nights that she was to stay with her she took her by

you recognize that truck?

A: Yes, sir.

Q: Tell us about that truck, Defendant's Number Six?

A: That's just a farm truck that we use around on the farm. The stuff on it was in a building behind my house that is just all kind of stuff that we had piled up to have like a yard sale one day. Whenever we got to cleaning up around there I put it all on this truck and was going to take it and figure out whether Becky wanted to get anything of it or whatever. I took it off of this truck and put it in a van trailer behind the store, at the cross roads store. That's where the stuff is still at today.

Q: Behind the Buck and Bull?

A: Buck and Bull Store, yes.

Q: Did Mr. Odom look at that container?

A: Yes, he did. He, I told him, you know, what I thought it was. He said --

MR. WARNER: Objection to hearsay.

MR. McKENZIE: His report is in the record.

A: His report said he would just value it at yard sale items and put a certain price on it. But, you know, if she wants to get all of that stuff she can get it out of that van trailer. I've never had any objection to that at all.

Q: So any of that stuff on that trailer she can have?

A: Yes.

Q: You don't have any value for it other than what Mr. Odom placed a value on it for?

A: That's it.

Q: Tell me about the truck itself? How is that truck titled?

A: As far as I know it's in my dad's name. I'm not sure whether it's in my dad's name or, you know, exactly who. But I'm pretty sure it's under W.R. Simpson.

Q: That's your dad?

A: Yes.

Q: Let's talk about the land that was, let's talk about the land that your home is on. How did you acquire that land?

A: My dad gave it to me.

Q: That is Defendant's -- when you say your dad gave it to you, the appraisal is -- there is a deed attached to the appraisal. This is the Joint Exhibit Number Two. The deed that's attached to the home. Can you tell us what the date on that deed is?

A: That's the date stamped at the top, received?

Q: The date that you signed it, or the date your dad signed it?

A: The 15th day of May, 1996.

Q: The house was built in 1995 according to Mr.

Watson, is that correct?

A: Yes, sir.

Q: So the home was actually built on land that was owned by your father and he deeded the land to you later on, is that correct?

A: Yes.

Q: Did he give that land to you as a gift?

A: Yes, he did. He gave my sister a house and some land. I've got two sisters and he gave both of them a house and some land. And one of them we're still working on trying to get her house fixed or whatever.

Q: Do you currently owe debt on that home?

A: Yes, sir, I do.

Q: I'll show you what has been marked as Plaintiff's Exhibit Number Three. Which items on Plaintiff's Number Three would be the debt on the marital home?

A: Number seven.

Q: How much is the debt on the marital home?

A: $78,600.00.

Q: Now, Bill, tell me about during your marriage about how bills were paid and who contributed to what in regards to paying the bills?

A: I paid all of the bills and took care of everything to do with payments of light bills, phone bills, insurance, everything of that nature. Everything to do with

it.

Q: Did you pay the mortgage payment on the home?

A: Mortgage payments, land payments, rent payments, everything I paid.

Q: Were you responsible for the check book?

A: Yes.

Q: You paid all those bills on a monthly basis?

A: Everything.

Q: Was your wife responsible for any bills that came to the home?

A: She wasn't responsible for nothing but what Becky wanted to do.

Q: Let's go into that. Did she have a job during the marriage?

A: She had two or three jobs back and forth.

Q: What was her main occupation or what kind of occupation did she have?

A: She worked at Piggly Wiggly for a little while when we first got married.

Q: What was she doing at Piggly Wiggly?

A: I'm not sure whether she did check outs or whether she worked in the office. I think she worked in the office some and check out. I'm not sure.

Q: Do you know how much she was making when she was working at Piggly Wiggly?

A: I have no idea.

Q: What year were you married, Bill?

A: 1989.

Q: And you separated in what month?

A: August of 2004.

Q: Do you remember what month in 1989 you were married?

A: September 3rd.

Q: September 3rd, 1989. So you were together almost 15 years?

A: That's right.

Q: Now you were talking about how the bills were paid. Can you tell the court if Ms. Simpson had her own checking account?

A: Yes, she had her own personal checking account with -- I didn't know how much she made, what she put in it. I didn't ask her. And she spent it all on Becky, whatever she wanted to do. Clothes, shoes, whatever she wanted. She didn't put any fuel, any vehicle repairs or anything of that nature, just whatever she wanted to do.

Q: That was just her money?

A: Just her money.

Q: That was --

A: However she wanted to spend it.

Q: That was okay with you or that's what you all

lived under?

A: That's fine with me. I never questioned anything about her finances.

Q: Now with regards to paying for things like groceries and children' clothing and things of that nature, who paid for those things?

A: I paid all of that.

Q: Did you put money into an account for her to draw out of?

A: Yes.

Q: And she did that?

A: Yes.

Q: This was throughout the marriage?

A: Throughout the marriage.

Q: Now on the marital home, did Becky make any of the down payments on the marital home?

A: None.

Q: Did she make any of the payments on the marital home?

A: Nothing.

Q: Ever pay taxes on the home?

A: Nothing.

Q: Did she do anything to substantially improve the marital home?

A: Nothing.

Q: Did she pay for any substantial improvements on the home?

A: None.

Q: Is that no?

A: No.

Q: You maintained the home, is that correct?

A: Yes.

Q: In fact, we've already presented a document that shows that you had to actually go in and do some upkeep or maintenance on the home after she left?

A: When I moved out I took care of all the bills at the home. She's never taken care of a bill ever in any agreement or anything. She's never taken care of any bills.

Q: Now Bill, Burke Watson was ordered to appraise property, is that correct?

A: That's right.

Q: The property that he appraised would this be property that's in your name?

A: Yes.

Q: We've already talked about the house that was given to you or the land that was given to you by your father. But the house was already built when the land was given to you, is that correct?

A: That's right.

Q: Was that piece of property on your father's

property?

A: Piece of, say it again?

Q: The house parcel?

A: Right.

Q: Two acres?

A: Right.

Q: That deed that we just talked about that the home appraisal was on?

A: That's right.

Q: I think you already discussed the fact that you have two sisters?

A: Yes, I do.

Q: Both of them received also land from their father?

A: Yes. They got a better deal. They got a house on both of theirs, already built and paid for.

Q: Are you currently living in the home?

A: Yes, I am.

Q: Who are you living there with?

A: Me and Cody and Kati Lyn. My little boy and girl.

Q: Do you currently receive child support from your ex-wife?

A: Yes, I do.

Q: Did she volunteer that or did you have to take

her back to court to get that?

A: No. I had to take her back to court to get it.

Q: The Burke Watson appraisal in regard to the tracts of land, I'm going to hand you a copy of it. It's Joint Exhibit Number Four. Take a look at that real quick. Mr. Watson testified earlier in regards to you probably made some pretty good deals. How did you come about obtaining -- and let's just go overall. Don't go by parcel by parcel like Mr. Watson did. But let's just, how did you obtain this property over the years?

A: Over a period of years I was out in the community farming. And I would go talk with people about it and try and buy land before it got rented out from under me. I would really talk to them about trying to rent land. And sometimes they would say well let me just sell it to you. We don't want to burden with it anymore or something of that nature, you know. And I would go look at it and make them a fair value that I thought I could kind of pay for it by farming it. And we would get together on a price. And sometimes I would try to work out a deal where I could do some owner financing because I really didn't have the money to be able to pay them or didn't have the borrowing power really to go borrow a pile of money at that particular, at different particular times sometimes.

Q: Did you also borrow some money from Pee Dee Farm

Credit?

A: Yes, I did.

Q: Look at Plaintiff's Number Three that's in evidence?

A: Okay.

Q: Do you see on there any loans that you would have had for money that you borrowed in regards to the real estate?

A: Yes.

Q: Tell us which ones those are?

A: I think loan two is the Diana Harvin tract.

Q: Right.

A: Which I owe a $19,300.00 payment on.

Q: Okay. Any others?

A: Everything that I had with Pee Dee Farm Credit he didn't require me to draw a mortgage on it. And at that time when I would buy a piece of land and I needed some money to make a down payment or whatever the case would be, I would ask them to loan me the money. And he would leave it on an open note for me to pay back with, insinuating it would go to that property, you know. It wasn't a mortgage drawn up because that would cost more money and stuff. I was trying to cut all the costs I could, you know, to pay for anything I had.

Q: What's the total amount you owed to Pee Dee Farm Credit as of August, 2004?

A: $133,500.00.

Q: Alright. Without like I say, going through each parcel of land that's in the joint exhibit from Burke Watson on the unimproved property, you acquired that by just keeping your eyes and ears open?

A: Keeping my eyes and ears open, looking for a good deal. Looking for anything that could turn over and make some money with as far as the farm agriculture part. And almost like an investment, you know. Because if you can buy it cheap and get a good deal on it, it's something you wanted to do with it and market it later on as we retired or something, that would be something we could look at. But a lot of it, I'd buy it, cut the timber off of it and pretty much pay for the land. That was something that's kind of a no brainer to be able to go and buy a piece of land and cut the timber off of it and pay 90% of the value off of it. That's something that, if I'm farming that's exactly what I want to do.

Q: You were able to acquire that land through that method?

A: Yes, some of it.

Q: And the other method, you borrowed money from Pee Dee Farm Credit?

A: Right.

Q: Now what did Ms. Simpson, your wife, Becky Simpson, your wife, do to help you acquire that property?

A: Absolutely nothing.

Q: Did she go to you and say, Bill, I've heard that there's a piece of property for sale on Broom Straw Road?

A: She didn't even know where any of the property was that I bought, you know. She didn't know anything about it at all, where it was going to be, where it was after I bought it, ten years after I bought it. She hasn't ever took an interest in anything to do with any of our property.

Q: Did she ever ride around with you and you say, well, Becky, this is a piece of property that I own or this, we did this?

A: I did that sometimes, you know, I would take her. We'd go just to show her because I was kind of proud of buying a piece of land or whatever to show this is what we're doing, kind of, she and I, husband and wife. We'd get in there and she would be reading a book, wouldn't have any concern or care about it or say something that this could have went towards payment on the house or something of that nature, you know.

Q: She never helped you pay for any of it?

A: None.

Q: Did she ever help you clear any of the land?

A: None. Not even, nothing.

Q: I see that you own a trackhoe?

A: Yes, sir.

Q: What's a trackhoe used for?

A: Cleaning and kind of improving land, digging

ditches, putting drainage in to make it more suitable for farming or stumping it and being able to try and plant it to get some kind of value out of it.

Q: Did you have to do that to any of this unimproved property that we looked at in the court exhibit?

A: Pretty much all of it. Yes.

Q: So you improved that. Did Becky ever run the trackhoe?

A: None.

Q: Did she ever come out there and help you and pick up roots or anything like that?

A: No.

Q: Did she ever bring you supper or lunch or breakfast or anything out at the farm?

A: No. I picked at her about bringing me a glass of tea after we got separated. I said, you know, all these years you never even brought me a glass of tea. And she brought me one glass of tea after that, to say you were right, I brought you a glass of tea. So she did bring me a glass of tea.

Q: She brought you one glass of tea?

A: One glass of tea.

Q: After you separated?

A: After we separated.

Q: But other than that did she do anything to help you acquire or improve that property or improve the value of

the property that was listed?

A: Not at all.

Q: Now, Bill, you own a mobile home. How did you acquire that?

A: There was a girl come in the store and wanted to put her advertising of the house and parcel of land, the mobile home and parcel of land for sale. And when I seen it I asked her right there, I said, what will you take for it if I would be interested in it.

Q: Don't tell me what anybody said, but you bought it, you acquired it. Burke Watson's already testified what you paid for it?

A: Right.

Q: Did Becky do anything, did Becky come to you and help you acquire that piece of land?

A: No. She didn't know anything about it.

Q: Did she know anything about it?

A: No.

Q: When did you acquire that?

A: Around April or May of 2004. I'm not exactly sure. I can look back and see exactly.

Q: So this was just before the separation?

A: Yes.

Q: What was your purposes for acquiring that piece of land?

A: That it would give us some kind of rental income maybe to get some, to pay some of our bills and kind of give us some spending money and kind of get ahead. Maybe later on cut down on some of our debts.

Q: You just now recently have rented it?

A: Well I've got intentions to rent it. But I haven't had any money shown yet. But the guy said his disability or something is supposed to come in at the end of the month. And I haven't received any money on it yet. No. But my intent is to rent it for $350.00. But I haven't been very successful. I don't think I'm going to make it very good in the rental business.

Q: But you haven't received any rental income yet?

A: None.

Q: But you have somebody who has moved in?

A: Right.

Q: And has promised to pay you by the end of the month?

A: Right.

Q: What happens if he doesn't pay you?

A: I guess I've got to kick him out.

Q: But as of today's date you haven't received any income on that rental property?

A: None.

Q: Did Becky in any way improve that property? Did

she go out there and cut the grass for you on it or anything like that?

A: No, sir. Not a bit.

Q: Did she do anything? Did she even know about the mobile home?

A: As far as I know she didn't know anything about it. I don't even think she knows where it's at.

Q: One of the things that was stated in here earlier was a gentleman, I think Mr. Easters, was that his name?

A: Right.

Q: He talked about the equipment that was in your name?

A: Right.

Q: And you went out there and showed him the equipment that was in your name?

A: Right.

Q: Who contacted him about doing the appraisal, do you know?

A: Mr. Burke Watson.

Q: Did he give you a copy of that?

A: Yes, he did. He told me that they were doing it. He was at a sale site in --

MR. WARNER: Object to hearsay, Your Honor.

Q: Don't tell us what he said. He gave you a copy of it and you showed him the property, is that correct?

A: That's correct.

Q: Did you leave him alone after that and you let him go on about his business?

A: He gave it to me, told me to fax it to who it needed to do. That he was going to be busy, to fax it to Burke Watson's office. I had a fax machine right there. Then that's what I did.

Q: Now in regards to the equipment, did your wife contribute in any way to the acquisition of the equipment?

A: No.

Q: I'm talking about the equipment that was listed by Mr. Easters. Did she do anything to help you acquire that equipment?

A: Nothing.

Q: Did she make a payment on any of that equipment?

A: None of it. Not a payment, nothing.

Q: Does she know how to operate it?

A: Never put a key in it or nothing, never drove it, did nothing. No.

Q: She didn't know how to operate any of the equipment?

A: No, sir.

Q: Did she help you maintain the equipment?

A: Nothing.

Q: Did she in any way contribute to an increase in

the value of the equipment?

A: No. I mean, there's no, she never did anything with the equipment or anything.

Q: She never washed it down or helped you with it or anything?

A: Not a bit.

Q: You and your father have a written agreement in regards to how you and he operates your business, is that correct?

A: Right.

Q: I'll hand you a copy of that agreement. Tell the court a little bit about W.R. Simpson, Sr. How many acres does he farm, that sort of thing?

A: I'm going to say close to 1,000 acres, more or less. That's corn, wheat, soybeans. Most of it's agriculture land. And there's some timber land in there mixed, you know. But that's the approximate amount of property that he owns.

Q: Did you and he have a written agreement that dated back to 1989?

A: Yes.

Q: How long had you worked with your dad prior to the '89 agreement?

A: I've been working with him ever since I was little. I grew up on the farm. But really working with him, driving tractors and stuff probably when I was 12, 11, 12,

something in that area.

Q: When did you go to work for him full time?

A: Probably in, I was still in school till '86 and '87 there. So full time wide open, '86, '87, somewhere in that neighborhood.

Q: You and he entered into an agreement and that agreement you have a copy of right there?

A: Yes.

Q: I guess the agreement speaks for itself but basically --

MR. WARNER: Object to the leading, Your Honor. I think the agreement does speak for itself.

MR. McKENZIE: We'll offer it, Your Honor.

MR. WARNER: No objection.

COURT REPORTER: Plaintiff's Six.

(Plaintiff's Exhibit Number Six was Admitted into Evidence)

Q: Can you read and publish the agreement for us?

A: Read this in its entirety?

Q: Yes.

A: I W.R. Simpson have made a agreement terms with Bill Simpson, Jr., that all farm equipment and farm land of Simpson Farms will become shared equally for invested interested for work on farm with salary of $120.00 and I pay taxes on salary. Any land you rent or farm after hours or on weekends is yours. All repairs to equipment to be of your

labor for exchange of value and equipment. All payments, debt of land and farm equipment sill be W.R. Simpson's responsibility. Your father, W.R. Simpson. And it's got a date of 3/31/89 and witness and that's about it.

Q: Two witnesses?

A: It's got two witnesses, James Harvin and Willie Wright.

Q: Does Willie Wright still work on your dad's farm?

A: No, sir, he don't. He was up till a couple of years ago.

Q: James Harvin?

A: He is deceased. He was working for us at that time I believe.

Q: Tell me about your understanding of this agreement?

A: This was just something that I had kind of put the pressure on him a little bit about, you know, what to look forward to. I was planning on working. I knew he didn't have a whole lot of money to pay me. The sweat and equity I had already put in, I felt like, you know, I needed something to say that, kind of make it feel like I had something I guess. I mean, my dad's word is everything to me anyway. But it just feels better sometimes to have something to fall back on or to look at or whatever as you're going at something, you know.

Q: Your intent was that eventually the farming

operation would be half yours?

A: Right.

Q: That was the intent of that agreement?

A: That was the full intent of that agreement. Because what my father has now is not something that he's done on his own. We've done it together. It's been like that and it's always been all for one and one for all. That's what we've always looked at the big picture.

Q: Okay. He actually in the agreement he says that the equipment, that you could actually use his equipment on your own property?

A: Yes.

Q: Have you done that?

A: Yes, I have. A lot.

Q: So you were able to, the property that we have discussed earlier about that you have acquired, the property that you acquired over the years is in your name solely?

A: Right.

Q: It's not in W.R. Simpson Farms or any agreement that you and he had?

A: He has nothing to do with any of the land that I have bought that is in my name solely. None at all.

Q: Okay. It says that farm equipment will be W.R. Simpson's responsibility, is that correct?

A: That's right.

Q: So you didn't have to acquire a lot of farm equipment, did you?

A: No.

Q: In fact, you didn't?

A: I haven't.

Q: But you were required to maintain it. If you broke something you had to fix it?

A: I had to pay the motor bill if the motor blew up in it or the transmission or whatever the parts were. And I did a lot of that, a lot of repairs and stuff. I mean, stuff tore up a lot because I was running it a lot on my property.

Q: Now when did you meet Becky Simpson? I think her name back at that time was what, Becky?

A: Hill.

Q: When did you meet Becky Hill?

A: In the summer probably, July of '89.

Q: So you had entered into this agreement with your father prior to even meeting your wife?

A: Yes. I didn't even know her, know anything about her. I met her in the summer, July of '89. Just a month, probably six weeks or so before we got actually married. We dated a short time and then got married September the 3rd of 1989.

Q: So you didn't really know a whole lot about her prior to getting married?

A: Not really. No. We had talked about each other's past and stuff or just kind of, we weren't really worried about a lot with each other's past at that time I reckon.

Q: Did Becky in any way help you to enter into this agreement?

A: No, sir. She didn't even know the agreement existed or anything when she married me or anything about it. I mean, she never questioned me.

Q: Did you ever show her a copy of the agreement?

A: Never have. No, sir.

Q: Did she ever ask about it?

A: Never have asked about anything. She's never asked anything about, or ever done anything on the farm, period.

Q: Did Becky grow up on a farm?

A: I don't think she grew up on a farm. But I think her dad or grandfather had a farm and either they had lost it or her grandfather passed away and they ended up selling it or something on that order with her dad. I don't know the exact, she didn't grow up on a farm but she grew up in Columbia or some in Eastover and in Columbia with her grandparents.

Q: So Becky didn't do anything to help you to comply with this agreement in regards to your father?

A: No.

Q: That was between you and your father?

A: Right.

Q: Did your father handle all of the expenses for the farming operation? I think the agreement says he is to pay all of the expenses. Is that correct?

A: Yes, pretty much. Because when we done this agreement I didn't really have the borrowing power to be able to get a chemical company or farm type company to supply me with the products that I needed for my land because I was young. And we just done it all through my dad. And it worked the best like that. We didn't waste anything. We didn't have two or three separate bills we had to keep up with and things of that nature.

Q: Did later on, did that 1989 agreement that was entered into before your marriage, did you and your father enter into an operating agreement?

A: Yes.

Q: Did that operating agreement, LLC operating agreement, mirror what was in that agreement?

A: The real reason why we pretty much done the LLC agreement, not only to formalize our agreement that we had with each other, it done that in a big way. And it also helped us cover ourself with liability purposes and all about some of the farm land and the farms around the area in case somebody got hurt on it. There were a lot of law suits and

stuff and lawyers suing people for, you know, little bit of nothing. We were just trying to cover ourself to make sure that that didn't happen to us and they couldn't sue he or I individually, I guess, and take everything we had. But, oh, well.

Q: But basically the LLC operating agreement put the Simpson Farms into a joint venture with you and your father, is that right?

A: Right. He and I formalized, our paperwork here is the 50/50 on paper. But all of the finances, all of the property, everything was still done the same way. We still did our crops the same way. We still did our chemicals and all the same way. At the ASCS office we were still separated. He done all the stuff with the LLC. It was still in his name. And we just never changed anything other than we formalized our agreement and that was it. That's all we done.

Q: Again, what was the purpose for that, the LLC?

A: Just to initiate pretty much our liability purposes and, you know, to make sure that we were covered in case of lawsuits and all. Plus to finalize our agreement that we had in the beginning from the time I'd been working and put all my hard sweat, blood and tears and everything else. I didn't have the money and I just worked my behind off to get to where we were at. And we had accumulated a lot of different things by that. And I needed it on paper to make

sure that it was covered, that it would show some of my blood and sweat and, I guess you call it sweat equity. Because I didn't put any financial money in it, monetary type stuff. But I was there doing all the work.

Q: How would you classify what your father gave to you?

A: A promise that whenever something was to happen because two or three times when he's been on trips he'll write up a little will and say --

Q: You can't say what he said now?

A: Okay. Just things to kind of promise me that later on down the line if something happens to him, that this is something that you're going to be entitled to to work and carry on for his children, grandchildren and right on down the line.

Q: Now did you file any kind of gift tax return whenever this LLC was formed in 2002?

A: No, I didn't.

Q: Do you know that --

A: I didn't know I was required to do that. I never knew anything about that kind of stuff. All of the taxes and all that had ever been paid on the property and all, he had already paid all of the taxes on everything that I knew of. I didn't know I had to pay any gift tax or anything. I never heard of that.

Q: So you've talked to your accountant about it?

MR. WARNER: Objection to any conversation he may have had with his accountant.

MR. McKENZIE: I just asked him if he talked to him. I didn't ask him what the conversation was.

THE COURT: Overruled.

Q: Did you talk to your accountant about it?

A: No.

Q: Did Becky help you do anything to help you comply with the LLC operating agreement?

A: No.

Q: Do anything on the farming operation after 2002? Do anything with the farming operation?

A: No, sir.

Q: Help in any way appreciate the value of the farming operation?

A: No bookkeeping, no working on tractors, no driving a tractor, no following you to the field to pick you up from off a tractor. Nothing.

Q: Did you have to borrow money from your father to operate?

A: Yes. I mean, I've done that I think ever since I've been alive.

Q: Your farming operation that you have that we're talking about, and when I say that, your farming operation, I

want to distinguish that from what you have with your father?

A: Right.

Q: Your farming operation is something that you do on the side, is that correct?

A: Right.

Q: Then there's a farming operation that you have that's combined with your father?

MR. WARNER: Judge, could I ask that the leading stop? I hesitate to object because I want to get finished but I think the witness needs to testify to what the deals are rather than counsel.

Q: Tell me about your farming operation with your father?

A: He and I farm together. A lot of the land that I own separate from the farm and him, that we own together, I own separately. We just farm everything through the ASCS office. It's a government program that we have everything that I have in my name is titled and everything that's in the LLC and my name or with our LLC agreement, everything is still in my dad's name at the ASCS office. It's just like it was the whole time as far as the property. So I have a separate whole farming system on that order as he has from the LLC and his farming operation.

Q: I asked you before do you have to borrow money from your father to operate?

A: Yes. Every year I borrow money from him.

Q: Do you try to pay him back at the end of the year?

A: I try to.

Q: Do you owe him money for 2004?

A: Yes.

Q: How much do you owe him?

A: I'd say probably $50,000.00.

Q: Is it hard to get a number, a hard and fast number on that?

A: Well kind of in a way because it fluctuates from year to year, the way our crops, as far as the drought, whether we have a good crop year or a bad crop year. Right now we're looking at corn, $1.52 and beans at $4.00 something. I mean, it's hard to fluctuate from what the market price is, what you're doing to make in the field, your yield. It mean, it's a lot of, a lot of factors in there to be able to come up with a round, you know, a full figure.

Q: I hand you what has been marked as Plaintiff's Number Two. Do you recognize that document?

A: Yes.

Q: Plaintiff's Number Two is a synopsis of some money you borrowed on January 13th, 2005?

A: Right.

Q: Okay. Now can tell the court why you borrowed

that money? And that would have been after the date of filing?

A: Right.

Q: Okay.

A: I had got, we had went through the original agreement and it had been overturned. When I went to a temporary order or temporary court ruling or something, I don't know exactly what the legal name is, but we went in and Marion Myers, Judge Myers, ordered me to pay $37,500.00 just kind of out of the blue, I thought. And I had never thought I would have to pay $37,500.00 to Becky up front like that. And he must have undoubtedly took that $37,500.00 out of my original agreement that we have here --

MR. WARNER: I object, Your Honor. He's going to what Judge Myers did.

THE COURT: Sustained.

Q: You can't tell us what Judge Myers thought. Obviously Judge Myers is the only person who can tell us that. But you were ordered to pay, you weren't ordered to pay on January 13th, that ruling didn't come down until later. Is that correct?

A: That's right.

Q: But tell us when, why you borrowed this money, you had some outstanding debts, is that correct?

A: Yes. I had chemical bills and attorney fees. I

had to pay a line of credit that's kind of, that I had at the Buck and Bull that was outstanding. Because they had stopped the sale of the contents in the store, which I was planning on taking the stuff that I sold out of the store, paying off the debts to the banks. And that would have taken care of all of that. And then Mr. Odom testified that I told him we would write the check and give the check to the court to hold to see where the rest of the funds be distributed and what bills got paid in the end. That's when, you know, that was some of my loss that I incurred. Then the $37,500.00, the judgement for Becky. And I needed operating money.

Q: You didn't have $37,500.00 to pay her?

A: No.

Q: And so you borrowed the money, you borrowed enough to pay these bills and you had some left over and you had to end up paying Becky that money?

A: That's right.

Q: You were married to Becky Simpson for almost 15 years, is that correct?

A: That's correct.

Q: Now she certainly, she certainly had to contribute to some things around the house. Can you tell us what kind of mother she was to the children?

A: She was kind of adequate and did what she needed to do. She would take them to school because she was going to

school pretty much. But I guess she was an adequate mother I guess, if that's the question.

Q: Did she do anything to improve the home?

A: She planted little pot plant flowers and things of that nature, you know, around sometimes.

Q: Did she clean the home?

A: From time to time she would clean the home. I washed clothes and did things like that.

Q: Did you ever clean the home?

A: Yes, I have.

Q: Do you ever wash clothes?

A: Yes.

Q: Did she cook meals?

A: Sometimes she would cook. Sometimes she wouldn't. Sometimes I would have to go home and cook supper for Cody and Kati Lyn, for my kids. She would be asleep or something of that, and tell them to go ahead and cook. I said, you know, they're not old enough to be able to fix their own food. I told her that on numerous occasions, you know, they're not old enough to be able to cook and fry and do things like that at that time. So I'd go home and do a lot of that stuff.

Q: Now apparently you and Becky broke up for a reason. Do you have an opinion why you and Becky broke up? Or tell us when you started having problems?

A: Well, I was thinking after my little girl was born there was a lot of major changes in her attitude and persona and the way she acted towards me and everybody else. I said, well it's just a change or whatever. So we kept on going and kept on going. I overlooked a lot of things. I thought she was running around some.

Q: When was Kati Lyn born?

A: She was born in '96 -- '95, I'm sorry.

Q: I'm sorry?

A: In '95.

Q: So that's when you started noticing a change in Becky?

A: Yes.

Q: When did this change, did you all start seeking counseling?

A: Things kind of just got worse with she and I's life together. Then probably in 2003 it reached a magnitude probably that her, she just got more and more irritable about being around me and the kids and just the people. She became more isolated and more secluded. She would sit in the chair in the bedroom and would read a book and stuff and wouldn't have anything else to do with anybody. She wouldn't, I have parties and stuff at the club house or at the house or something and she would get ready and come just like she was a visitor. I mean, she would take no interest in none of that

kind of stuff. I noticed that that was something she was not dealing with as much as she was earlier, you know. Because we had birthday parties and things like that and she was very involved in those. But then she became more and more irritable about being around people, I guess. Me especially and my kids.

Q: Did that have an effect on your children's relationship?

A: Yes.

Q: With their mother?

A: A big, she would wake up in the morning and start screaming at them to the top of her lungs, you know, to get up out of the bed like a drill sergeant and stuff. And wake me up out, because I wasn't supposed to be, I don't get up that early like she was getting up at 5:00 o'clock. At 5:30 she would be yelling at them to get ready, to get ready to go to school. I told her, you know, she needed to talk to them in a different voice or whatever. Anyway, it kept on so she started going and getting counseling herself. And I would ask her, you know, do I need to go with you. She was getting therapy or something. I don't know exactly whether you call it counseling or therapy.

Q: Time frame, Bill?

A: Around the end of 2003. I'd say from September to January. Then 2004 I went with her in 2004 a couple of

times, three or four times. We went to, she changed counselors or people from another place and we went to Dr. Eggerton's office with Ms. Renee Ward.

Q: You can't tell us what was said there. We've got somebody coming to testify.

A: Well that's where I went to counseling sessions with her there. But that was around, say, April, it went from January say to April or something like that of 2004. I'm just guessing. Maybe June and July. I'm not sure exactly. I'm not great on the time frames of when all that happened.

Q: Now were you present for a counseling session wherein she discussed some of her problems that she had?

A: Yes, I was.

Q: What did Becky say was her problems in regards to why she was withdrawing?

A: Renee Ward said that she --

MR. WARNER: Objection, hearsay.

Q: You can't say what Renee Ward said, just what you heard from Becky.

THE COURT: Sustained.

A: When I was there I heard that she had things happen to her in her past, in her childhood.

Q: This is something that you heard from Becky?

A: From Becky. That had been held back from me. And I didn't have any idea the magnitude of the type of things

that had been kept quiet by her from me. Because I thought I knew everything about her. After that session occurred I was pretty much shocked. And I realized that what all was said and done in there then was things that was like the other bipolar thing that was, she was diagnosed with bipolar. And it went back into telling that things were recessed or whatever happens whenever things happen and you don't bring it out. I guess it's recessed. It was being told that it needed to come out and be acknowledged that that was a thing that happened. I was looking back at what had happened at some of the family functions with the people that was said to have had these, she had had these problems with. And it made sense. Because she didn't like seeing a certain person. And I didn't never know why. It was always kind of a funny type thing. She didn't want to go here if they were there and things of that nature. It all made sense I guess after I went to there. I never really believed in counselors or psychiatrists and stuff like that, but that kind of opened my eyes to what was going on or had happened or whatever.

Q: After that counseling session, I think you said that's somewhere around the first of 2004 did she go to Florida?

A: She went to Florida some time in the spring with Debbie Green and they went --

Q: Who is Debbie Green, is that a friend of hers?

A: It's her friend. They went and got a, to see her, Debbie Green's grandparents or parents or something of that nature. Well in the process when she came back she had tattoos, four tattoos on her. She had one on both legs near the ankles or up on the calves or whatever. One on her lower back and one on her shoulder, I think, or maybe in the middle of her back. I'm not sure.

Q: Did she discuss with you prior to going to Florida about getting tattoos?

A: No.

Q: Well, did you approve of that?

A: Well, I mean, I might would have approved of one or something if we had talked about it or whatever, but not just coming back with tattoos all over you. I just didn't know where that came from. It's kind of very shocking to me and I didn't know -- I wasn't expecting that, I guess, from my wife that I thought I knew. I guess that's the best way.

Q: Did she come back with any other things that you noticed?

A: The biggest thing in that process she was bandaged around her waist, had a bandage wrapped around her.

Q: Was it around her chest?

A: All the way around her waist, chest. And she stayed, she was sick like almost diarrhea -- not diarrhea but vomiting type sick, like weak and in a lot of pain. I noticed

that she looked like she had had breast implants or whatever. I asked her about it. And she didn't ever want to say anything about it. And other people asked me about it. I asked her two or three times about it because that's what I thought had happened also at that same time. She never said anything about it.

Q: Were you and Becky having sex at this time?

A: No, sir.

Q: When did you and she stop having sexual relationships?

A: Probably in 2002, somewhere in that neighborhood I guess.

Q: Okay. After she came back from Florida in the spring of 2004 you said you asked her all these questions. Did she say to you at that time that she wanted a divorce?

A: Yes. As soon as she got back from Florida she told me she wanted a divorce.

Q: Did you agree with the divorce?

A: I told her that I would think about it, but no, I didn't. I thought we could work things out. And I really wanted to, I wasn't looking for anybody else to do anything to try and change my life or have any kind of mid-life crisis or anything of that nature. I was really looking at we could work things out because people go through all kinds of problems and I know it isn't always greener on the other side

of the fence for she or I. I thought that was something we could have some common ground on getting back together. Then I figured I'd work at it a little bit harder. So I did. I'd come home earlier and try and do more and take her out and different things, kind of revive our marriage to where I guess it was when we first got married. More things that you become lax about doing, you know.

Q: Did that help?

A: No, it kind of got worse.

Q: What do you mean by worse?

A: Well she got more irritable by my children's standpoint.

Q: Tell me about that?

A: She didn't want them to be around her a lot. Especially my son because he is 14 and my little girl is 10. At that time I guess he would have been 12 or something of that nature and then my little girl would have been around 8 or so. The only thing I could figure was she would push him away and not want him to go places with her and do things with her. After I, I thought she was having an affair is what I was thinking. So I asked her several times about that. Never nothing to do with that. She told me she didn't love me. My dad was asking me, well what's going on, you know, I can tell there's a problem going on. Well I told him, I said, we're going to go to the house and get her to tell you exactly what

she thinks and what she's told
yourself, you won't be guessin
listen to. So I get him, we
to work harder and try to get
I sake. We go in there and
her the questions. She tol
didn't want to be with me.
she hadn't had any love or affection
seven, eight years. And that she had fell out of love a
there wasn't no way to rekindle her love with me. I was
sitting on the other side of the table right there.

Q: After that, that was in May?

A: That was in May or somewhere in that neighborhood, yes.

Q: At some point did your wife come to you with an agreement?

A: Her and her granddad, Otis, they got an agreement together and wrote down the list of things that they wanted to do, that she wanted to do. We got together at the office and went over, you know, specifics of how it was going to work out. Becky had written it down in her words the way she wanted to do certain things. And I wouldn't agree to certain things. Then she would agree to this and she wanted to change that, you know. We kind of just hashed over the way the whole agreement was going to be.

Q: Was her grandfather present?

A: Her grandfather was present. I had questioned her a lot before then about having a relationship with a certain person. Anyway, that's what came up with this agreement. Because I said if you're wanting to try and, you know, get away from me all together and there's somebody involved, we need to do something with it. Here she gives me this agreement back saying that she wanted thus and thus and thus. So I didn't really have a whole lot of money to invest in a lawyer, and I was already tied up with the lawsuit involved with my dad and mother where they were suing me and Mr. Warner was suing me on that side. So whenever we talked about it, she said that she was in agreement to get a lawyer to draw up what she wanted and she would sign the papers and I would sign the papers and it would be an agreement because she had already seen how this case with my dad and mom had got so high with the legal bills and the paperwork and all of the stuff. And all we were is, are still, is farmers. That's why she and I agreed on our agreement and how we came to that agreement.

Q: You said that you are in litigation with, you had been sued and actually your mother had sued you as a member of the LLC in their divorce, is that correct?

A: That's correct.

Q: Your father and mother's divorce?

A: That's right.

Q: That was ongoing on this time?

A: Yes. It's still ongoing. Mr. Warner was the attorney in that case. Then when my part came in I think October or so of 2004 I think, where I was not found a party to the case in general because they were going after the part of half, sued me for half of W.R. Simpson Farms, LLC. And wanted half of my assets to do with my own property. They had all of the property we have listed here that Mr. Watson appraised. They had all of that tied up and my house. They had pictures of my dog pens, my kids playhouse, the gazebo. Everything that I owned they had at that time. All of my assets. They judge seen that I wasn't a party to that case. That that was stuff that I had earned.

MR. WARNER: Judge I object to the characterization. Judge Turbeville's order is in evidence. The certified copy speaks for itself.

MR. McKENZIE: I'm going to ask him to read from that.

THE COURT: Sustained.

Q: I'll hand you what's been marked as Defendant's Number Six and can you read starting on page 29, paragraph 80? Could you publish that for us, paragraph 80?

A: Yes. Although Simpson, Jr. testified that loans to him by Simpson, Sr. in one year might be offset against crop sales the next year, Mr. Hobbs found nothing to support

that for 2003. There were more than $50,000.00 in expenses said paid by Simpson, Sr. to Simpson, Jr., and more than $40,000.00 in loads to Tidwell and others. Simpson, Sr.'s general ledger reflects a $78,500.00 account receivable that is not shown on his financial declaration and I find receivable to be an asset of the marriage. Mr. Hobbs testified -- keep reading?

Q: Stop there. I just wanted you to read paragraph 80. Can you turn to page 23 and read paragraph 65 for us?

A: Paragraph 65?

Q: Yes

A: I find that the transfer by Simpson, Sr. to Simpson, Jr. of 50% ownership in the Simpson Farms, LLC was neither income to Simpson, Jr. --

Q: Was either. You said neither?

A: Was either income to Simpson, Jr., which was not reported by Simpson, Jr., or a gift. No gift tax return was filed. Based upon Simpson, Jr.'s testimony he was paid for taking less salary and therefore the value of the transfer should have been reported on his income tax returns. This was corroborated by Simpson, Sr. But Ms. Amiss testified that Simpson, Sr. told her that the transfer was a gift. I find that the transfer of the marital property into the LLC is effective as to Simpson, Jr. And Defendant Simpson, Sr. should be charged with 50% of the value of the property held

in the LLC. The manner in which Simpson, Sr. and Jr. resolve their tax issue is between them, their accountant and the Internal Revenue Service. For the purposes of this proceeding I find the transfer of certain assets into the LLC as well known to the Plaintiff prior to it being done. And the Plaintiff acquiesced in the plan for some three years after the transfer.

Q: Now, Bill, there have been allegations made in affidavits that have been filed with this court by your wife about you injuring her. Do you have any knowledge of that?

A: No, sir, I don't. The only thing that, she fell in the house on the steps there. or down the stairs.

Q: Do you recall when that was?

A: I don't recall when it was, not exactly. I don't know the date or anything of that nature.

Q: You recall it happening though?

A: I recall it happening because I had to bring her to the hospital.

Q: Did she have any back surgery or anything like that as a result of that?

A: No, sir, she didn't. She was given some pain medicine and I think she had to go back and do a checkup or whatever.

Q: That was it?

A: That was the end of that.

Q: There is an allegation that you rubbed chicken manure in her mouth?

A: Yes. That accusation, whenever I heard about it, I was kind of outraged about it. Because I have never held her down to do anything of that nature. And the only thing I can think of is everybody in the community were saying all kind of things about her. And the only way she could get back at me was to say that I held her down and rubbed chicken manure in her face or whatever to try and make up for her running off and leaving her kids and me alone at the house, and abandoning everything that she had for to go with this fellow. And that's the only way to make it justifiable I guess to her. That's the only thing I can think of.

Q: When Becky asked you for a divorce did she tell you she was going to file paperwork on you?

A: She told me I would be served papers, yes.

Q: Did you ever serve any papers on her?

A: Yes, I had to. I never got anything. I don't know if I ever served papers on her after we did our agreement. Then they served papers on me, I think. I'm not sure about that. I can't remember that. Because she and I did our agreement and I don't think we had any papers served on each other then. But then once we got going to, into the, where they wanted to overturn it or whatever, yes, they served papers on me two or three different times. One time I was at

a ball game and different type scenarios, yes.

Q: Now, Bill, you later on found out that your wife was bipolar, is that correct?

A: Right.

Q: We have discussed and put an agreement on the record in regards to your youngest child, Kati Lyn, is that correct?

A: That's right.

Q: In regards to your wife's relationship with Cody, you have talked about that during this period of time of 2004 that she was getting more and more agitated?

A: Right.

Q: Talk to us about that?

A: Just little things would set her off into a, I don't know whether you call it a tantrum or whatever, just kind of flip out. And she would do, be yelling and stuff like that. I had gotten my father to come and talk to her a couple of times earlier, you know, and see if we couldn't get some common ground on this issue. Then things kept getting worse and worse with the kids. They were upset because she was teaching a class at school, a 3K with little kids. And when she got to them she would be super nice to these little kids and not nice to her own kids. They couldn't figure out why mama wasn't not --

MR. WARNER: Judge, I object to the hearsay. This

obviously had to come from the children. And the relevance.

THE COURT: Sustained.

Q: Tell me what you observed? Did you observe your wife beating --

A: Yes, very physical with my son.

Q: Did that physical lead to actual combat with your son?

A: Yes. I never seen it when I was there. I never seen as far as her doing what happened. The time that, she would pop him in the face and things like that.

MR. WARNER: Judge, I move to strike. If he hasn't seen it I object.

A: I seen --

THE COURT: Sustained.

Q: Did you see the results of your wife having combat with your son?

MR. WARNER: How it got there, Your Honor, is hearsay and I would object to it.

THE COURT: Sustained.

MR. McKENZIE: Your Honor, in the request for admissions that we served on the Defendants, the Defendants have admitted that they struck, slapped the minor child in the face. So we would ask that that be allowed. I mean, we can present that to the court. I'm sure Mr. Warner recalls it.

MR. WARNER: Still, Your Honor, from a hearsay

standpoint it doesn't solve the problem.

MR. McKENZIE: It's an admitted --

THE COURT: He can testify to what results he saw. But he can't testify to what they were from at the time, that would be important.

Q: Tell me what you saw in regards to injuries on your son?

A: I saw my wife actually slap my son on several occasions. And do things to him, beating him and spanking him and things like that. I did not see the results of what -- I've seen the results but I didn't see what all happened. But I know it came from the same similar situations that happened from the night that she beat him and scratched his face and slapped him and kicked him and everything that he described to me.

MR. WARNER: Judge, I object and ask to be stricken as hearsay.

THE COURT: Sustained.

Q: I hand you a copy of what's been dated as March 29th, 2005. Question number eight, can you read that to us?

A: Admit that on April the 11th, 2004 that you had an altercation with your minor child, minor son, Cody. Admitted.

Q: Did Becky's actions lead to the deterioration of the marriage?

A: Sure it did.

Q: What I mean by that is her actions toward her children?

A: Her actions toward me, her actions in general. Going hog wild as you say, I guess. I don't know exactly what the words are. Just getting tattoos all over her and taking off with this guy. And one thing another, yes, it had a lot to do with it.

MR. WARNER: Your Honor, please, I object. The decree of divorce states that the adultery occurred after the separation. There was absolutely no evidence of anything before then. I object to this characterization that he tried to --

THE COURT: Sustained.

MR. WARNER: Thank you.

Q: Did her actions of going to Florida, getting the tattoos contribute to the breakdown of the marriage?

A: Sure. Sure it did. I mean, when she came back with tattoos all over her, I mean, it was like another whole person. I didn't know exactly who she was. She acted different. She wanted to get the divorce when she got back. I figured she must have had a guy there. That was my thinking.

MR. WARNER: Objection.

THE COURT: Sustained.

MR. McKENZIE: Your Honor, he can testify as to what his opinion in regards to that was. I mean, this is his wife.

THE COURT: Okay. That's fine.

Q: Your opinion was that she was having an affair?

A: Sure. And I thought that several different times. And I asked her that several different times, how somebody's mood could change from one thing to another and not want to have anything to do with me, be cold as ice. Just like I was a villain or something. And the children, doing the things to them the way she done. It felt like to me that she was trying to keep them from seeing something that she was doing or knowing what she had going on and things of that nature. After the incident happened with my son and I had to get the police report where she had beat him and all, I tried to work that through. And she did it in July. When she done it in July I said that I'm not going to sit here and try and make my life with her anymore. It's pretty much over with. And she's done it all to make it possible that we won't ever have a relationship, period.

Q: Bill, you have filed a financial declaration with the court, is that correct?

A: I don't know what I've filed. I've filed all kind of financial declarations and stuff.

Q: Let me hand you a copy of what's been marked as Plaintiff's Number Four?

MR. McKENZIE: Court's indulgence, Your Honor.

Q: I'm going to hand you a copy of your financial declaration. It apparently is in evidence somewhere. On the last page the value of your real estate and other property, was there a court order as you understand it, that that was going to be appraised, an appraiser was going to be chosen by the court and all of that was going to be appraised? On the last page?

A: Yes.

Q: That court order is in the file for the Judge to read?

A: That's right.

Q: Do you remember what Judge ordered that?

A: Judge Young. Jeff Young, I think it is.

MR. McKENZIE: Court's indulgence, Your Honor.

Q: Going back to the LLC for a minute. Any of that property in the LLC ever been titled in your name?

A: Like did I take my personal land and put it with the LLC?

Q: No. The property that is in the LLC, has it ever gone into your name?

A: Not that I'm aware of, no.

Q: Have you ever put any of your personal property, your real estate into the LLC?

A: No, sir. My daddy when we done this whole thing,

everything is still my dad's and everything is still mine. But we did have on paper an LLC that we have joint 50/50 value in his property that we kind of acquired together, if that's the way you do it.

Q: That LLC was something that dates back to 1989?

A: Yes.

MR. WARNER: Objection, Your Honor. The LLC is 2002. He's already testified to it.

THE COURT: Sustained.

Q: The 1989 agreement is --

MR. WARNER: Object to the leading question.

A: In 1989 we didn't know what an LLC was. So we just done an agreement on his and my relationship and how it worked. And until later years, I guess we were back woods, if they had all that then we didn't know exactly what a LLC stood for. We seen it and started hearing about different ones getting sued. And had a couple of fire incidents where this guy was burning his wheat field and car came back in the smoke and they hit another car. And they come up and had a big lawsuit over it. We started reading in farm journals about farmers doing, changing their entities or farming operation to a LLC which would protect them from a certain amount of lawsuits which was started happening due to the influx of lawyers I guess suing everybody or people suing everybody, however you want to say it, just over anything. Because at

that particular time we didn't even know what a LLC was. But this pretty much took the former agreement we had earlier and put it on paper as a LLC to give us liability coverage.

MR. McKENZIE: That's all I have, Your Honor.

THE COURT: It's 20 after. Do you all want to go ahead and take lunch before you do cross?

MR. WARNER: Yes, Your Honor. What time does Your Honor want to resume?

THE COURT: How soon can you all get something and be back?

MR. WARNER: If it please the Court I'm just going to stay here. I've got some things to review.

THE COURT: Do you want to start back at 1:00?

MR. WARNER: Thirty minutes? 1:00 o'clock is fine.

MR. McKENZIE: What time does Your Honor intend to adjourn this afternoon?

THE COURT: As early as we can. So I'm assuming somewhere between 4:00 and 4:30. Okay. We'll start back at 1:00 o'clock.

(Hearing Recessed at 12:16 p.m.)

*** * * * * * * * ***

(Hearing Reconvened at 1:01 p.m.)

THE COURT: Okay, we're back on the record in the case of Simpson v. Simpson. Mr. McKenzie completed his direct examination just before we took a lunch break.

Mr. Warner, cross examination.

MR. SIMPSON, JR. - CROSS EXAMINATION BY MR. WARNER:

Q: Mr. Simpson, you told the Judge, as I understand it, when you bought property you would cut the timber and use part of the timber sales for the purchase price. Is that correct?

A: If that property had timber on it that was worth doing that.

Q: How many times did you do that in these property purchases that have been described three times?

A: Three times.

Q: Three times?

A: Yes, sir.

Q: How many times did you report the timber sales on your tax returns?

A: Every time.

Q: If I tell you that the only time you reported it was in 2001 by an amended return, would you deny that?

A: I'm not sure. I'm not a tax accountant. I don't know exactly. I reported it to my tax lady and whatever she's done with it, I don't know.

Q: So if you sold $7,000.00 worth of timber in 2001 based on your amended return and then you took a loss on the basis of the property by deducting the value of the timber, was that your decision to do that or your accountant's

decision to do that?

A: I don't understand the type of question about the loss. How did I take a loss?

Q: So in answer to my question, why did you amend, let me ask you, why did you amend your 2001 tax return?

A: Because you had Mark Hobbs come in and did a very technical investigation on all of my life history about my taxation and all. And he said that she didn't report it in an area that should have been reported. I think when she amended it, it just changed from like one type where she reported it to another type. I don't think anything changed on the taxation bracket or anything.

Q: Mr. Simpson, isn't it true that you deducted a $14,000.00 acquisition of real estate as an expense and just expensed the purchase in 2001?

A: I don't think so. No, sir.

Q: If you did, you didn't mean to do that, did you?

A: If it's like that I guess I did. I don't know.

Q: Now do you deny that you own a 50% interest in Simpson Farms, LLC?

A: Do I deny?

Q: Yes, sir?

A: No, sir.

Q: You own 50% of over a million dollars worth of real estate that's titled in the name of the LLC, is that

correct?

A: I don't know what the value is but y'all put values on all kind of things.

Q: Yes, sir. And that was real estate that was acquired during this marriage, is that correct?

A: No, sir.

Q: It wasn't?

A: No, sir.

Q: You and your dad had an agreement in 1989 that you've introduced into evidence as your exhibit six and said you would work toward this property, take a lesser amount of salary and acquire an equity interest in the farm. Isn't that what it said?

A: That's right. That's what I did. That's right.

Q: You worked through this marriage on marriage time, acquiring the interest in this LLC, didn't you?

A: I don't understand exactly. Am I paid by her or by me to pay her. I mean, I don't understand married time. What exactly is that?

Q: Mr. Simpson, you were married when you put in all this sweat equity, weren't you?

A: No, sir. Not all of it.

Q: Two years of sweat equity before this agreement is not mentioned in the agreement. The agreement is dated March of 1989, isn't it?

A: I'm not sure exactly the date, but it's on there, I guess.

Q: Whatever the agreement says, you'll agree that's the date, won't you?

A: On that, yes, sir. But that was just something that my dad and I from years before had just put into an agreement, you know. There were several years before we entered into that agreement that we had talked about it.

Q: Let me see exhibit six, please. Mr. Simpson, show me, plèase, in your exhibit six where it says anything about anything you did before March of 1989?

A: There's nothing on here.

Q: Thank you.

A: But that's what we talked about.

Q: Yes, sir. Now between March of 1989 and September of '89 you worked for your dad full time, didn't you?

A: I worked for him full time before then, too, also. Yes, sir.

Q: My question to you, sir, is between March of '89, the date of this agreement, and September when you got married, you worked for your dad full time?

A: Yes, sir.

Q: After the date of your marriage you continued to work full time?

A: I did all kind of things, yes, sir.

Q: My question is, you continued to work full time?

A: With my father?

Q: Yes, sir.

A: I had a part time job also. So I don't know whether that's full time, part time.

Q: Mr. Simpson, you put your sweat equity in from September '89 up to the time the property was transferred into the LLC in 2001, didn't you?

A: I put sweat equity in it then and before then and all. That's what I was trying to explain to you.

Q: Mr. Simpson, the reason you were named as a party in your parents' lawsuit was because you claimed a 50% ownership in over a million dollars worth of real estate, is that not correct?

MR. McKENZIE: Objection, Your Honor. I want to object to the characterization of a million dollars worth of LLC property. Because there's a court order that they have introduced into evidence that values the LLC at $599,000.00.

MR. WARNER: Excuse me, Judge. It values it at over a million dollars gross.

MR. McKENZIE: No, it doesn't.

THE COURT: It speaks for itself.

MR. McKENZIE: It speaks for itself.

Q: Mr. Simpson, that LLC interest was acquired

during this marriage, was it not?

A: Yes.

Q: Let's talk about farm equipment. How long have you known Mr. Easters who came out and appraised this equipment?

A: I don't know if I could put a time on it. I've known him a long time.

Q: Yes, sir. And he put $26,000.00 and change on five pieces of equipment that you told him you owned, is that correct?

A: That's right.

Q: You actually own $150,000.00 worth of farm equipment, don't you?

A: No, sir.

Q: Mr. Simpson, did you own $150,000.00 worth of farm equipment when you testified before this court under oath on September 30th of 2004?

A: I don't know what I owned at that time. They put a value on it of that amount. I don't know exactly how much is there. I'm not an appraiser to tell you exactly. I thought that that's what it was worth. I don't know.

Q: Mr. Simpson --

A: I made a mistake in 2004 if that's the case.

Q: So when you testified in 2004 on page 30 of the transcript, Your Honor, which is attached to the excerpts, and

I asked you if the statement shows you own $150,000.00 in farm equipment, would that be correct? And you said, that would probably be correct, wouldn't it?

A: Probably be. I don't know.

Q: That's what you told the production credit people who extended you credit, that you had $150,000.00 worth of farm equipment that you owned. Is that correct?

A: They loaned me money. I'd tell them, yes, I'd tell them that.

Q: So you lied to the production credit people?

A: Well I didn't know. I thought it was worth $150,000.00. I told them that.

Q: Right. So in September of 2004, just about the time you and your wife were separating and all this litigation took place, you told Judge Turbeville sitting in this same county that you owned $150,000.00 worth of farm equipment, didn't you?

A: Yes, sir. Nobody had appraised that real estate other than y'all's appraiser, Beth Linhart. And nobody had appraised any equipment other than Beth Linhart. And I went by what, her values were outrageous and we just went with that I guess.

Q: Nobody appraised that farm equipment but that's what you've been telling the production credit people, it was worth $150,000.00?

A: Yes.

Q: Today it is worth $26,000.00. Is that correct?

A: Yes, I guess.

Q: So it was worth $150,000.00 back at the time you and your wife separated?

A: I don't know if it was worth that or not. I'm not a certified appraiser.

Q: You told the Judge that?

A: I did tell him that.

Q: Under oath?

A: I made a mistake.

Q: This is a mistake?

A: I guess it is.

Q: In the testimony?

A: I guess it is.

Q: And it's a mistake for the production credit financial statements?

A: I guess it is.

Q: But today, Mr. Easters, how long, you've known him for many years?

A: I've known him for a long time.

Q: Alright. Now you told your lawyer that you didn't need to purchase any farm equipment because your daddy already had it?

A: I don't know. What are you reading that off of

now? I don't know.

Q: Do you remember telling your lawyer you really didn't need to purchase any farm equipment?

A: Yes.

Q: You didn't need to purchase any, did you?

A: Not any big combines or anything like that. If I wanted to get something I could. But, I mean, really our basic farming stuff was done through my dad.

Q: It's a lot of equipment out there, isn't it?

A: Not a lot. But we have enough to take care of the amount of land we farm, I guess.

Q: You and your father farm together about 900 acres, is that correct?

A: Probably so, yes, sir.

Q: How much do you farm by yourself?

A: Probably about 250 or 300 acres. Maybe 500. I'm not exactly sure.

Q: 250, 300 or 500. Tell me which one it is, please?

A: Without looking at my ASCS records, I don't know.

Q: Let me show you this document please, sir, and ask you if you can identify it?

A: It's got my name on top of it.

Q: What is it?

A: I don't know what it is.

Q: You've never seen it before, sir?

A: I'm looking. I don't recall ever seeing this before.

Q: You've never seen that before? Do you remember that coming to us through discovery?

MR. McKENZIE: Objection, Your Honor.

MR. WARNER: Let me --

MR. McKENZIE: If he can't identify it, he can't identify it.

MR. WARNER: I'm just trying to test his credibility, test his memory, Your Honor.

THE COURT: Answer the question.

Q: Do you remember it coming to us through discovery?

A: I don't know if I ever seen this before. But I don't know whether it came through discovery. I don't know. I don't know what came to y'all through discovery. Y'all audited all my records from ASCS records, the ASCS department, I believe. I'm not sure.

Q: Yes.

A: I don't know what all y'all subpoenaed. Y'all subpoenaed so many different things. I don't know what y'all got.

Q: Let me get it straight. You farm either 250, 300 or 500 acres by yourself. Which one is it?

A: I'd have to look at my ASCS records and tell you the exact amount.

Q: You knew you were coming to court today, didn't you?

A: Yes, sir.

Q: Did you take the time to look at them before you came?

A: No, sir, not to see how many acres I farm.

Q: So you and your dad farm 900 together. You farm between 250 and 500 by yourself, right?

A: Probably closer to 350 acres, yes, sir.

Q: Closer to 350. Then your father farms his separate?

A: Yes, sir.

Q: Then you take all your crops from your land, his land and the LLC land and they're all pooled together and sold at one time, is that correct?

A: Yes, sir.

Q: Your father handles the sale of your crops, the LLC crops, and his crops?

A: Yes, sir.

Q: Correct?

A: Yes, sir.

Q: Now the LLC has never filed a tax return, has it?

A: We have never had to under the situation we've

been farming because he's kept everything to do with the farm the same. If you go and look back, the land that I farm is still, it's titled in my name. It's still the way I've got it done at the ASCS office. And the land that I rent is still done the same at the ASCS office. The stuff to do with the farm and the LLC is all still done at the ASCS office through my dad's name and it's still farmed the same through my dad.

Q: In answer to my question, the LLC does not file tax returns, does it?

A: Hasn't never had to. No, sir.

Q: Is that true?

A: True.

Q: Okay. So your farm property, your farm crops, your father's farm crops, and the LLC farm crops are sold by your father and all deposited into your father's, W.R. Simpson Farms checking account, aren't they?

A: Yes, sir. And I don't think, I think we've had people testify in other cases that you already know all this, that that's not an abnormal farming procedure to the way we sell our crops. Most family farms sell their crops and do their farming operations basically the same. Maybe not in every aspect but pretty much basically the same that we do ours.

Q: Mr. Simpson, Judge Turbeville found it to be out of the ordinary, didn't he?

A: I don't recall.

Q: Sir?

A: I don't recall how he found it.

MR. WARNER: Let me see that decree. I think it's number 12.

COURT REPORTER: Final decree, number ten.

MR. WARNER: Final decree, ten.

MR. McKENZIE: Number ten.

MR. WARNER: Excuse me. I'm sorry.

Q: Let's take a look at Judge Turbeville's decree. It's exhibit number ten. I want to ask you, sir --

THE COURT: Is that Plaintiff's or Defendant's?

MR. WARNER: Pardon me?

THE COURT: Defendant's Exhibit Ten?

MR. WARNER: That's the Defendant's Ten, Your Honor.

A: Question ten or page ten?

Q: Page 14, paragraph R. Would you read that for the Court, please?

A: Based upon the swapping of money and property between Defendant Simpson, Sr. and Simpson, Jr. the discovery process has been significantly extended and confusion has reigned supreme.

Q: Page 22, paragraph 61, please?

A: Sixty-one?

Q: Yes, sir.

A: Simpson, Jr. testified each year he turns all off his crops over to Simpson, Sr. who sells all crops, collects all monies from the sales and places the proceeds into Simpson Farm account. From this account Simpson, Sr. pays all the farm expenses and then divides the remaining balance with Simpson, Jr. in a nondescript manner. Simpson, Jr. testified that on occasion Simpson, Sr. loaned him money. And when he did not pay him back Simpson, Sr. would repay the loan from the proceeds of the sale of next year's crops. Simpson, Jr. confirmed the court's concern that no one could tell from year to year who would get what. Because he and his father sit down every year to work out what the respective families needs may be. I find that Simpson, Sr. and Simpson, Jr. are and have been shifting money income into --

Q: Shifting income to suit their purpose?

A: Their purposes so that it is practically impossible to trace.

Q: Now Mr. Simpson, you're telling the court that that is a standard operation for most family farms to shift income back and forth so you can't find it?

A: No, sir. I don't know about shifting income. But I guess the way it looks on paper is the way most family farms operate. I've got several, I want to say two or three other farmers family farms around this area that farm pretty basically the same. They sell all their crops in one entity

so they can get more for it. We've had people testify to that in this same court with you and my attorneys and all to testify that it is common. So I mean, some say it's common and some say it's not, I guess. I don't know. I'm not an expert.

Q: Look at page 13, paragraph O. That's the last one I'm going to ask you to read. Tell me, sir, what that paragraph says?

A: Page 13?

Q: Paragraph O.

A: The financial declaration of Simpson, Jr. is also before the court, Plaintiff's Exhibit Sixty-eight. According to the testimony of Mark Hobbs, CPA, in the exhibit Simpson, Jr. never had adjusted gross income of more than $18,000.00 annually. Mr. Hobbs testified that Simpson, Jr. had improperly expensed more than $14,000.00 used to purchase real property in his income tax return. Simpson, Jr.'s financial declarations reflects income of $1,730.76 per month. More than he has reported after taxes on any prior income tax. His expenses are $4,250.00 monthly. Simpson, Jr.'s assets shown on the third page of his August 3rd, 2004 financial declaration show real estate values of $272,900.00 and other property of $300,835.00. His total indebtedness for his own farm land and equipment loans is $125,000.00. The addendum to his financial declaration was prepared by Ms. Amos using

Simpson, Sr. values and reflec
$1,325,164.00 of which Simpsor
The LLC liability according tc
$530,224.00, one-half of whicl
asserts that his total interes
There is no break down of the

Q: And I told a stor
84 of the decree and if you'd

A: Which one?

Q: Page 30, paragrap

A: According to Mr.
mortgage in 1999 at $53,900.00
$23,933.00 in 2003. His reduc
income reported on his tax ret

Q: Mr. Simpson, you
what number is this? Four?

MR. McKENZIE: I believ
two.

MR. WARNER: Exhibit fo

COURT REPORTER: What i

MR. WARNER: Pee Dee Fa

Q: I'll take that ba

COURT REPORTER: Three.

MR. McKENZIE: Three.

Q: Number three.

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I can get it I guess.

Q: When did you, what was the debt on that house at the time of separation?

A: $78,600.00.

Q: And you've got a note to show that?

A: Yes.

Q: Where is it?

A: He's got it right here.

Q: Let's get that, please, sir? Would you mind getting it?

MR. McKENZIE: No, sir.

Q: To save time while he's looking for it let me move on to some other stuff and we're going to come back to that if you don't mind, please, sir?

THE COURT: Sir, please come back to the stand.

Q: Go ahead and have a seat there just a minute and we'll move on to some other things. Mr. Simpson, on that same exhibit, number three, you show you owe Diana Harvin $19,300.00 for part of the 110 acres, correct?

A: Yes, sir.

Q: Is there a note to her?

A: No, sir. I didn't owe Diana Harvin the land, the money. That was the name of the tract of land I called it. And I borrowed that money from Pee Dee Farm Credit. It's on a note under, they do their notes, note, like when I got my

first note it was note 01, and it's note 02, note 03. And I think I've got six notes or either seven notes with them. It's on one of those notes that that amount of money came up that I owed for that property. And they put real estate on it so that's the way it shows. They don't take a mortgage out on it, on the property. But when I borrowed the money I would put it towards whatever property it was.

Q: Now you purchased that property from Ms. Harvin for $10,692.00, didn't you?

A: No, sir.

Q: $14,000.00?

A: I purchased several tracts of property from her I guess. If you take the 110 acres and add all of them up then you would come up with the figure that I paid Ms. Harvin for the total amount of 110 acres.

Q: What is the date of that note, sir? Do you know?

A: I'm not sure.

Q: Okay. Now you testified that your wife as I understand it basically did nothing during this marriage. Is that correct?

A: Basically that's right.

Q: Is that true?

A: That's exactly right.

Q: You married her in 1989 when she was how old, sir?

A: Eighteen.

Q: She didn't have a high school degree, did she?

A: No, sir.

Q: She got her diploma after you got married, didn't she?

A: Yes.

Q: She got a pell grant to try to go to take nursing at Sumter Tech, didn't she?

A: Yes, I believe she did.

Q: How long did she go to Sumter Tech before she stopped going?

A: I don't know if she ever went.

Q: You didn't want her to go, did you?

A: I didn't care if she went to school or not. I encouraged her to go to school to finish getting her diploma and everything.

Q: So you encouraged her to go to tech and to get her nursing degree?

A: Yes, sir.

Q: Is that correct?

A: Yes, sir.

Q: And she quit on her own?

A: I don't know why she quit.

Q: You didn't discuss it with her?

A: We discussed a lot of things. But I really don't

know why she quit. I mean, I wasn't going to push her to go to school or whatever.

Q: Then there was another time that she started and wanted to go back to get some nursing training and she didn't go, did she?

A: I don't recall a second time.

Q: You don't remember the second time?

A: No, sir, I don't.

Q: You deny there was a second time?

A: I just don't recall it. I'm not denying anything you're saying because I don't, you know, I don't remember it. No.

Q: Your daughter was in beauty pageants, was she not?

A: Yes, sir.

Q: Your wife participated in that with her, didn't she? Or did you do that?

A: No, she participated in that, got people to do her hair and stuff like that.

Q: Yes, sir. So like in exhibit seven, the first photograph is a picture of your wife and your daughter and she went with her to these beauty pageants, didn't she?

A: Yes, sir.

Q: So she did something with her daughter, didn't she?

A: She just had a beauty pageant here not too long ago and she ended up going down to the beauty pageant. I mean, if you call going to the beauty pageant participating in it, I guess she did, yes.

Q: And she made decorations for the house, didn't she?

A: Yes, sir.

Q: She made Christmas decorations?

A: She bought Christmas decorations a lot.

Q: So she didn't make them, she bought them?

A: Most of it she bought.

Q: Is that right?

A: Yes.

Q: Did she make other seasonal decorations like for Halloween and Easter and other times?

A: I guess take stuff and put it together and make them, yes, sir, I guess she did.

Q: Yes, sir. And I'll show you in exhibit seven there was a Christmas tree in every room of your house when you all were living together, wasn't it?

A: Yes, sir.

Q: That's the way it was every year, wasn't it?

A: No, sir.

Q: It wasn't?

A: (Non-verbal response).

Q: Which years did she not have Christmas trees in every room?

A: She didn't have Christmas tress in every room of the house for probably 14 out of the 15 years I guess we were married.

Q: So the pictures we have here is the only year when your wife decorated the house for Christmas?

A: No, sir, she decorated. But we didn't have Christmas trees in every room in the house. Because this was, I guess, some of the time that she was going through figuring out that she had bi-polar. And if you look in the tendencies of somebody that has bi-polar that they go from one extreme to the other. To doing things very, overly doing things I guess would be the thing.

Q: So you're saying in 2003 and 2004 that's when she was doing all this extra decorating because she was bi-polar?

A: I'm not saying, but I'm saying I thought she was, had something going on the whole time. But she was diagnosed whatever date it was. But whatever date that is, I would say that had to contribute to it. I don't know. I don't know what caused it.

Q: Mr. Simpson, you accused your wife of having relationships throughout the marriage, didn't you?

A: Probably toward the end a couple, yes.

Q: Including having a relationship with your father?

A: No, sir.

Q: You deny that?

A: Yes.

Q: You deny that when you wore your father's underwear home and then found it in the laundry that you accused your wife of having sex with your father, wanting to know why she was washing his underwear?

A: Yes, sir. I do deny that. I never asked her anything like that.

Q: You admit to his underwear was brought to the house, didn't you?

A: I don't know whether his underwear was brought to the house or not.

Q: Do you remember when you spilled fuel on yourself and you had to change at his house?

A: I've did, changed my clothes a lot of times at my dad's house and put shirts and stuff on a lot of times. Yes, sir, I have.

Q: Since early in the marriage you used to punch holes in the trailer wall, didn't you?

A: No, sir.

Q: Do you remember when your wife had that little dog?

A: I had a trailer when I got married that had holes in the walls, but that was from people that come by and stayed

with me and all.

Q: So somebody else put those holes in it. That's the way it was when you moved in?

A: Yes.

Q: Do you remember when your wife wanted the little stray dog to take home as a pet about two months into the marriage?

A: No, sir.

Q: You don't remember taking her out in the yard and rubbing her face in chicken manure?

A: No, sir.

Q: That never happened?

A: No, sir.

Q: Is that correct?

A: That is correct.

Q: Now the land, your wife came into the marriage, she had a $6,000.00 CD, didn't she?

A: I don't know exactly what she had. I don't know exactly whether it was a CD or what it was she had.

Q: If you told me in your deposition she had $6,000.00 --

A: You asked me a CD. I don't know what it was. She had $6,000.00.

Q: She had $6,000.00?

A: Yes.

Q: That was a result of the estates of both of her parents who were dead, correct?

A: I guess so.

Q: Sir?

A: I guess so. That's what I attributed it to, yes, sir.

Q: Yes. And that money went in to purchase the first trailer you and she moved into, didn't it?

A: No, sir.

Q: What happened to that money?

A: The trailer that I first moved into my dad gave to me.

Q: Yes, sir. The one that you and she purchased. Didn't you move into another one?

A: We moved into another one. But I had a loan on that trailer, I paid $11,000.00 for it I believe.

Q: You deny that her $6,000.00 went toward that trailer?

A: Yes, sir.

Q: You don't know what happened to her money?

A: I don't have a clue.

Q: You didn't take it, is that correct?

A: Yes, sir.

Q: Now you were responsible all through this marriage. You paid the mortgage. You paid the land. You

paid rent. You bought groceries. You paid utilities, etcetera, is that correct?

A: Yes, sir.

Q: All on $18,000.00 a year in reportable reported income?

A: If you want to get my tax records and we can go through that because I have showed where I reported all my income. Let's get them and let me show you exactly what it is I guess if that's what you want to do. If you're going to say I reported $18,000.00 we need to get my tax returns I guess.

Q: You were present when we took the deposition of your accountant, weren't you?

A: Yes.

Q: In your financial declaration I'm looking at Defendant's Exhibit --

A: Hold it. Let's back up again. Ask me that question again?

Q: You were present when we took the deposition of your accountant, Ms. Prosser?

A: No, sir, I wasn't there.

Q: You weren't there. Excuse me. August 3rd of 2004 the financial declaration Judge Turbeville talks about you showed gross and net income of $1,732.00 a month, didn't you? Gross and net?

A: Yes, sir.

Q: Second page you show $4,250.00 in expenses per month, didn't you?

A: Yes, sir. I think I've testified in this about this already one time that we, the girl and I that did it went over the, she was telling me all the figures that it was supposed to be like household thing or something on that.

Q: Yes, sir.

A: I think we already went over that one time before that.

Q: Yes, sir. I'm going to go through it again because this Judge hasn't heard that. And my question to you is, you had $4,250.00 a month in expenses for household expenses, excluding any farm expenses, including auto payments, mortgage, private school for your kids, health insurance, $4,250.00, correct?

A: I guess so. Whatever it said.

Q: Mr. Simpson, you paid the bills. You spent $4,250.00 a month. You acquired $600,000.00 worth of real estate and farm equipment and you never reported more than $18,000.00 a year. How did you do it?

A: The land and stuff that I bought that you're saying is worth millions and millions of dollars, if you figured it all up, which you got Mr. Watson to go through a while ago and figure, tell you how much I paid on each piece of property, it ought to not come up to somewhere close to

$80,000.00 or $90,000.00. I'm not sure. I didn't write all that down. But the values that it's at now tripled and quadrupled even in 2002. I bought some land and paid $300.00 or $400.00 an acre for it and now it's worth $1,200.00 or $1,100.00 or whatever they're saying it's worth. I don't know. But I was able to buy land at a real good price. Everything that I did on my taxes has been reported. The property value has increased. I don't know if you're supposed to pay a -- I pay my property taxes. But I don't know if you have to pay taxes on property increase of what you think the value of it is every year. I thought the tax and assessor's office did all that. I don't know.

Q: Mr. Simpson, you said in late '03 you knew your wife was having problems, correct?

A: Yes, sir.

Q: When she came back from Florida in April of '04 with two tattoos or four tattoos, she had three too many. One would have been alright, but four was too many, correct?

A: Any would have been too much. But you asked me if I could deal with it or whatever, I guess it would be easier to deal with maybe a little small tattoo. But not three or four of them like that. No, sir.

Q: In the case dealing with your parents in which you are a party, your lawyer secured one or two medical excuses saying your wife was so stressed out she could not

submit to a deposition. Do you remember that?

A: I recall Becky coming in. She had to go in to see, or go in for her part of the trial or something. We were in Mr. McKenzie's office and Mr. Robertson's office there. We were going to go over what was going to happen in court, kind of I guess brief her on court, and myself. Because I didn't know exactly what she was going to, you know, what was going to happen in there or whatever for her. She had like a meltdown type thing where she started crying and carrying on. So she didn't want to go and do it. Because my mother was going to be sitting across the table because she didn't know that she was going to be there in that deposition. Because at that time her and my mother didn't get along or whatever and she didn't want to have to face her. That was her being upset. She was very upset about it. That's why we went or she went and got her thing at the doctor's office because she just couldn't cope with it.

Q: Yes, sir. So the physician's statement and the court order which are in evidence as numbers, I'll find it right here, numbers eight and nine of the Defendant's, you knew at that time your wife had nerve problems, correct?

A: I didn't know what her problems were but I knew she had some problems.

Q: And you knew she was taking medication, didn't you?

A: She had been going to Dr. Eggerton and I think he had prescribed or gave her, I think it was given to her, he was trying different kind of sample drugs I guess is what it was.

Q: He was prescribing them for her because you were paying the bills, weren't you?

A: Yes. I was paying bills, too.

Q: You were concerned about her and wanted to make sure she got better, didn't you?

A: Yes, sir. All of her drugs though weren't prescribed.

Q: You wanted to make sure she got better?

A: Yes, sir.

Q: So you cut off and terminated her health insurance, didn't you?

A: No, sir. They increased the health insurance coverage on her and sent a letter, and I cannot find the letter, to where if I kept her as the insured on there that it was going to increase to so much I couldn't afford it. So I had to terminate or stop, they pretty much terminated it and I just stopped it I guess.

Q: In answer to my question, Mr. Simpson, you terminated your wife's health coverage while she was still living at home with you while she was undergoing treatment, didn't you?

A: No, sir. I just said I couldn't afford it. And my insurance company pretty much terminated it, but I stopped it.

Q: You stopped it because it was costing you too much money?

A: That's what, I couldn't afford it. Yes, I guess that's what I said. I couldn't afford it.

Q: Yes, sir. Yet you bought this mobile home about the same time in April of 2004 for $14,000.00, didn't you?

A: Yes, sir. I still owe $14,000.00 on that mobile home as of today, too.

Q: You opened a store, didn't you, about the same time?

A: Yes, sir, I did open the store.

Q: Yes, sir, the Buck and Bull?

A: April, I think.

Q: April of '04?

A: '02.

Q: '02. And you were running the store and you cut her off. And in order to get medication where did you have her go?

A: She went to, I don't know where she went. But I ain't sure about those dates that you just said about because I don't think she was on all this medication when I opened the store. She was on medication after I opened the store as far

as I can recall.

Q: Mr. Simpson, after you terminated her health insurance she went to the mental health clinic and she told them that you and she were separated because you were living in separate rooms, so she could get in the free medication department down there to get the prescription drugs, is that not correct?

A: I don't know. She was so addicted to drugs I don't know what she was telling people or what she was doing.

Q: Yes, sir. You went to Dr. Eggerton's office and you told him to stop prescribing medication for your wife because she was addicted?

A: Well, I did go down there and tell him that I wasn't going to be responsible for her coming every day to get psychiatric help or whatever because I couldn't afford it anymore. And that my health insurance and stuff had said that and I did go in there and tell him that.

Q: Yes, sir. You knew your wife was getting free medication with the food stamp folks down at the mental health center, didn't you?

A: No, sir. I didn't know that.

Q: You didn't know that?

MR. McKENZIE: Object to the food stamp folks at mental health.

MR. WARNER: I withdraw that.

MR. McKENZIE: I'm not aware that food stamps were given at Mental Health.

THE COURT: Sustained.

Q: At about the same time she was at the mental health center, that's when this agreement came up about separation, isn't it?

A: I'm not sure when she went to the mental health thing really.

Q: Mr. Simpson, you took your wife, she and her grandmother, grandfather, step-grandfather, met at your lawyers' offices and spent hours there negotiating an agreement, is that correct?

A: We did on the day that she wanted to do the closing on what we agreed on at the office at the farm there. Yes.

Q: So your wife did not have money to hire a lawyer, did she?

A: No. Neither one of us really had any money to hire a lawyer.

Q: Well your wife was on no accounts, was she? She didn't have access to any money, did she?

A: She had her own money. I don't know how much money she had. She had a personal account she wrote checks off of and all that. I don't know what she had.

Q: So you don't know how much money she had but she

did not get a lawyer, did she?

A: No, sir.

Q: You took her to the same lawyers who represented you and your father and they prepared an agreement for the two of you to sign, didn't they?

A: We took that agreement that she and I agreed on and we went to a lawyer to keep from costing us a lot of lawyer's fees. I've got a bill right over here that you wrote her for a temporary agreement, a temporary order from Judge Myers for $60,000.00 and $700.00 and some odd change. And that's what I was trying to avoid to keep from coming, having to do all this stuff with somebody like you costing $60,000.00 in a temporary order.

Q: Mr. Simpson, at the time you and your wife went to the lawyer's office and she signed this agreement on July the 30th of 2004, you hadn't even signed this August 3rd, '04 financial declaration, had you?

A: I don't know.

Q: Well you didn't give her any disclosure at that time, did you?

A: I don't know if I did or if we were required to do that. I don't know whether we decided to do that or not.

Q: Did you tell your wife that you owned close to maybe a million dollars worth of property?

A: She was my wife. She should have known what I

owned. I don't know.

Q: So, Mr. Simpson, knowing your wife had mental issues back then, correct?

A: She didn't have them a whole lot. All that stuff didn't take place in a year. We bought land and stuff all throughout the years. I bought it and she knew, you know, whatever she wanted to know. I told her things. If she wanted to remember it I don't know.

Q: Didn't you just tell your lawyer on direct examination that your wife didn't even know what you had, she was not interested in anything?

A: She wasn't. I told her. She wasn't interested in nothing I had.

Q: So you told her what you owned?

A: I told you, I tried to take her and show her things --

Q: I got you --

A: -- that I bought and see if she would be interested in it because I was proud of what I was doing.

Q: You knew on July the 30th of 2004 that your wife was taking medication given to her at the mental health clinic?

A: I did not know she went to the mental health clinic and got any medication. I knew I had tried to stop it from taking place at Dr. Eggerton's office.

Q: Right. Then you took her to court over in Sumter on August the 4th. You handed her this agreement and Judge McFaddin approved it, didn't he?

A: Yes, sir.

Q: Then you moved out of the house on August the 6th, 2004, correct?

A: I moved out of the house?

Q: Yes, sir, out to the lodge?

A: Yes, that's right.

Q: So when you and she went to court on August 3rd and on the date you signed this agreement you and she were still living together in the same house, weren't you?

A: I don't know whether we were still living together. I moved in the club house. I don't know the dates. But you're telling me that and I'm just saying yes. I don't know. I don't know the exact date of when I moved out but it was before we got separated.

Q: Mr. Simpson, didn't you tell your wife that you were not going to move out of the house into the club house until she signed this agreement and it was approved and taken before the Judge?

A: No, sir.

Q: You didn't?

A: I was more than willing to move out before we ever got any kind of agreement. Then when she came with the

agreement that was great for me. You know, we could work this out. And she wanted to do this. She wanted to get on with her life with her boyfriend, I guess. That's where that came to --

Q: Now let's talk --

A: -- getting a disagreement. And that's why we settled everything. Then I guess whenever we got through on your case we got a little further when y'all had proceeded and found out how much my appraised value was and all, and y'all couldn't get anything there, that's when y'all hounded her about being able to get into my finances again. That's why we're here today.

Q: So your testimony is that Mr. McLaren and I ran after your wife to secure a client so we could go after the money that you have, is that correct?

A: That's exactly right. I've got the phone records to back up where you've called in to the client, yes, sir.

Q: Basically you're telling the Judge based on your information that I called your wife and solicited her to represent her, is that correct?

A: You and my mother did, yes, sir.

Q: Mr. Simpson, let me ask you this, this agreement that you entered into with your wife, you told the court back in '04 when you filed this financial declaration that your assets were $300,835.00, plus you owned a half interest of the

LLC with a worth of $397,470.00. That's about $600,000.00, well close to $700,000.00. Now your wife got as equitable division, $35,000.00 in that deal, right?

A: No, sir. Because I was paying all of the finances, as far as the utilities and light bill, phone bill. If you figure all that in there I guess that's equity, too, because that would be equitable distribution.

Q: Mr. Simpson --

A: Or equitable payments or whatever. I don't know.

Q: Mr. Simpson, my question is, under the terms of the agreement you were to pay her $37,500.00, correct?

A: Yes.

Q: $22,500.00 when she moved out of the house a year from the date of the agreement and $5,000.00 a year for three years?

A: Yes, sir.

Q: Isn't that true?

A: Yes, sir.

Q: That's about five percent of your worth at the time you signed that financial declaration, correct?

A: I didn't know what my financial worth was other than what you all said it was worth I guess.

Q: So before Mr. McLaren or I got in this case and solicited your wife to come down to see us, you didn't know that you were worth $700,000.00 on August the 3rd of 2004?

A: I don't recall exactly what I was worth at that time.

Q: And that didn't include the farm equipment of another hundred and a half, so it's over $800,000.00, correct?

A: How much am I worth now today? I don't even know that.

Q: Mr. Simpson, your wife was given also a piece of land adjacent to the house with the stipulation that if she ever got married again she had to give it back to you, right?

A: Well where she was wanting the piece of land, it was right in the middle of our property right there by my house. I didn't want her to marry, to move a guy right up under my nose on my property. I thought that was pretty fair.

Q: Now all the problems with your children you have testified to subject to our objection, took place before this agreement was signed, didn't it?

A: Say it again, the question?

Q: All of the issues you talked about with your children, you alleged that you wife was beating your son, all of these things happened before August of 2004, correct?

A: Yes, sir. Well it might have been in August because we were still kind of together in August.

Q: You were still together in August but all the bad things were months before?

A: No, sir.

Q: Weeks before?

A: I guess you could say weeks.

Q: Yes, sir. And you were concerned about your kids so you did a joint custody where she kept the daughter in the house and you kept the son out in the lodge, is that correct?

A: Well, no, we did it so we could have them come back and forth. That was our biggest thing, you know, to come back and forth. If they felt like, I figured with joint custody, if they felt threatened they could come back to me or whatever they wanted to do.

Q: Mr. Simpson, after we filed a motion to set aside the agreement on September the 20th of 2004 you cut off her money, didn't you?

A: Getting back to that custody thing, I gave her joint custody in our separation agreement. That was more than she probably should have got now that I look back on it. But in the process of y'all overturning the agreement that we had and by her giving me custody of the kids, because I didn't ask for custody of the kids. It was given to me and she could only have supervised visitation. That was under the terms when we come back out of Judge Myers' temporary order that you charged her the amount of money that you charged her for.

Q: Now in answer to my question, Mr. Simpson, which was dealing with the children, you gave her joint custody and agreed to that, correct?

A: Yes, I did.

Q: Now after you moved out of the house in August you cut the money off, didn't you?

A: No, sir.

Q: You didn't pay her alimony, did you?

A: I paid her alimony every month.

Q: You paid it every month?

A: Yes.

Q: You took the children to a counseling service in Sumter after we brought the action to set aside the agreement, correct?

A: No, sir. I think they were going to the counseling sessions before then.

Q: Mr. Simpson, when Judge Myers issued the order of February the 8th of 2005 requiring you to pay the $37,500.00 you didn't pay it, did you?

A: I was shocked. I didn't think that a woman could run off and leave and abandon her kids and I get custody of them and her have to pay me child support that we were going to try and get later, he didn't order her to pay any child support, just run off and leave them high and dry and my kids sitting there crying at night and he's going to make me pay $37,500.00 and she's gone, yes, I thought that was a little bit ridiculous. I still think that's a little bit ridiculous.

Q: And you didn't comply with the order, did you?

A: No, sir. We went back for appeal I think is what we did.

Q: You moved to reconsider it, didn't you?

A: I guess.

Q: When they denied that you appealed it to the Court of Appeals, this temporary order, didn't you?

A: Yes, I did. I still think it's crazy.

Q: Judge Young held you in contempt, didn't he?

A: He was going to hold me in contempt if I didn't pay it by 5:00 o'clock, I think. So I paid it by 5:00 o'clock.

Q: Didn't Judge Young hold you in contempt and say if you don't have $37,500.00 over there I'm going to sentence you to 60 days in jail?

A: Yes, sir. I thought that was a harsh term for a woman that run off and left her kids and me high and dry for me to have to go to jail to give her $37,500.00. I did.

Q: And as part of the expenses on your exhibit two where you show debt owed by W.R. Simpson, part of that debt is $3,300.00, that's exhibit two, $3,340.00 that Judge Young made you pay us because we brought the contempt action, correct?

A: I didn't follow you. I don't see exactly what you're talking about.

Q: Well look at exhibit two, sir. This is debt that you said you borrowed from the Pee Dee Federal or

Greeleyville. Who did you borrow that from?

A: Bank of Greeleyville.

Q: You borrowed that from Bank of Greeleyville what date?

A: I'm not sure.

Q: Well look at the top. What does it say?

A: January the 13th, 2005.

Q: January the 13th, 2005. You borrowed $101,000.00 you're telling this Judge so that you could pay $37,500.00 that had not yet been ordered and wasn't in fact ordered until February the 8th. How did you know on January 13th?

A: I didn't know that I was borrowing the money for the $37,500.00 to pay her. I knew I had to come up with some money for my lawyers and chemical bills and I had to pay the Odom Auction Company where that was going. I had two or three accounts for the Buck and Bull that was outstanding. I had to pay that. And then when all this came through I'm glad I went and done that. That way I wouldn't be in jail today because I didn't know I was going to have to pay it all $37,500.00.

Q: So, Mr. Simpson, what you're asking this court to do on exhibit two, let me see it just a minute, please, is to give you some credit for the $37,500.00 which is certainly up to the court to do because of the way Judge Myers ordered it. It says equitable division, attorney fees, whatever the Judge finally determines, correct?

A: However it was worded, I guess so.

Q: Yes, sir. And $1,259.59 to pay off the Buck and Bull. $838.37 for a check for Odom Auction Company that you introduced into evidence that wasn't paid until March. Was this money just sitting out there waiting to be used for these purposes?

A: I think some of the stuff I had outstanding I tried to make some arrangements to get it paid. I was trying to get y'all to have to pay it being I didn't have the money and y'all held up the selling of the store where we could have liquidated all of the assets and we'd have had the money on the table and it wouldn't have had to come out of my pocket being that y'all was claiming it was half y'all's or whatever.

Q: You want to charge your wife with $16,500.00 that you paid to your lawyers, attorneys fees and costs, JMR, that's you, right?

A: Sir?

Q: What's JMR? Attorneys fees and costs JMR on exhibit two. What does that stand for?

A: That's attorney fees to Steve McKenzie and my lawyers.

Q: Okay, so you want credit for that, too, is that right?

A: Well it's costs that I incurred due to where we're at today. I didn't have all this cost before.

Q: Then $34,997.52 to Helena Che
chemicals. Weren't those paid by your da
earnings from all your crops that we jus

A: No, sir.

Q: Do you have a bill to show that you owe tha

A: I still owe my daddy about $50,000.00 for the past few years. It's all on record. I paid him out of that account because he was trying to borrow some money to do something for you on the other side because y'all are suing our pants off in this thing and trying to get all kind of money, attorney fees. He had attorney fees on his case, too.

Q: Do you have a bill where you received $34,997.52 from Helena Chemicals?

A: We got bills in there.

Q: Where is it?

MR. McKENZIE: It's attached to the original.

A: I got a lot of bills I don't even have for the court today.

Q: Mr. Simpson, I want to show you the bill that's attached to exhibit two. Are you W.R. Simpson?

A: No, sir.

Q: That bill is W.R. Simpson?

A: Well, I'm W.R. Simpson, but I'm a Jr.

Q: Yes, sir. That bill's not to W.R. Simpson, Jr. That's to W.R. Simpson on exhibit two, isn't it?

A: Yes, sir. That's what it says.

Q: That's not your bill, is it?

A: Yes, sir, it is my bill.

Q: Where does it say Jr.?

A: It don't say Jr.

Q: It doesn't say Jr., does it?

A: (Non-verbal response).

Q: We do have a W.R. Simpson who's in the farming business, correct?

A: We got two of them. So I'm one of them. My son is going to be W.R. Simpson, but he'll have the third, I guess.

Q: Yes, sir. So we've got number one, number two, and number one is the one with nothing after his name. It says W.R. Simpson, right?

A: That's right. Well sometimes I get his mail and sometimes he gets my mail.

Q: I see.

A: Sometimes it don't have Sr., sometimes it don't have Jr.

Q: I see.

A: I get bills at the store W.R. Simpson. My daddy don't have nothing to do with the store. I get credit cards for W.R. Simpson.

Q: Yes, sir. It's very confusing, isn't it?

A: With my social security number on it. So I mean, I don't know sometimes.

Q: It's very confusing, isn't it?

A: No, sir. It's not very confusing to me. It's very confusing to you.

Q: Yes, sir. It was confusing to Judge Turbeville, wasn't it?

A: I guess the way we done our business was confusing.

Q: Yes, sir. Now just a few more questions and I think we're going to be finished. You testified that your wife worked but you only got so far as to say that she worked at Piggly Wiggly. Now she did some other things other than work at Piggly Wiggly, didn't she?

A: Yes, sir. She worked at Piggly Wiggly and she worked at Clarendon Hall School in Summerton.

Q: When did she start working at Clarendon Hall?

A: I am not exactly sure. She started in the cafeteria, I think, doing some stuff in the cafeteria. Then went from there and started helping as a teacher's aide I think in the classroom. Then she went and they had a, she was a four year old teacher's aide, I think. Then they made a class where they had a lot of kids that was three year olds that was wanting to be in the class the next year. So they started a class and kind of give, worked her a job so she

would have a full class with like five kids in it or something like that. They pretty much created a position for her as a teacher.

Q: Your daughter was four years old when your wife started teaching out there, wasn't she?

A: I think she was five years old, I think.

Q: The last year she worked was 2004, isn't that correct, the spring of 2004?

A: Yes, sir, that's right.

Q: She brought home money, did she not?

A: She brought home money for her and her account. I don't know what. She didn't bring me no money home. I didn't see none laying on the table for me, no.

Q: So she spent all her money on herself, is that right?

A: That's right.

Q: She also because she worked there your tuition was half price?

A: Yes, sir.

Q: How much is the tuition for those kids in school?

A: It's probably $4,600.00, $4,800.00 a year, something like that. Maybe $5,000.00.

Q: Each?

A: No, sir.

Q: Together?

A: I think so. Yes, sir.

Q: So $5,000.00 a year or $400.00 and something a month?

A: That's just the tuition.

Q: Then you have to pay other expenses?

A: Lots.

Q: A lot of other expenses?

A: A lot of them, yes, sir.

Q: So what's it cost? $7,000.00, $8,000.00 a year for both of them?

A: I imagine if you figure school lunch tickets, that's about what the child, the tuition pays is $25.00 every two weeks probably for each one of them. So that's $50.00. I guess you can figure another $200.00 a month for lunches.

Q: Okay.

A: I don't know how to break it down.

Q: $600.00 a month?

A: I broke it down for, you know, expenses as far as child support and stuff. Being that she did quit the job and left and run off or whatever, I had to start paying the full thing. I think she should have been entitled to have to pay half of that, but she's not.

Q: Yes, sir. So basically it's $600.00 a month would be a fair statement of what it's costing you now?

A: I'm guessing. Yes, sir.

Q: Is that 12 months a year?

A: I'm not sure.

Q: Are you paying for 12 months or are you paying for nine months?

A: I don't know how that contract is.

Q: You just know that you pay it?

A: Yes, sir.

Q: Do you remember when your wife had cracked a vertebrae?

A: I recall her hurting her back. I don't remember a cracked vertebrae.

Q: Yes, sir. Did you body slam her?

A: No, sir.

Q: You didn't do that?

A: No, sir.

Q: How did she hurt her back?

A: I'm not exactly sure but she told me she fell down the stairs, like the last couple steps on the stairs. We got pine steps with no carpet on it. That's what I recall her telling me.

Q: Well you were home, weren't you?

A: I was either in the yard or in the den.

Q: It happened at night or in the day time?

A: It was in the evening so it was probably dark, right at dark.

Q: You told me she tripped over something. What did she trip over?

A: I don't know what she tripped over.

Q: You just know you took her to the hospital?

A: Yes, sir. She was in a lot of pain.

Q: Sir?

A: She was in a lot of pain and she was hurting and wanted me to take her. I mean, I had to take her to the hospital.

Q: Did some of your disputes with your wife have to do with your allowing your eight year old son, nine year old son to drive a car and drive a tractor out on the highway?

A: Do what now?

Q: Did you and your wife's disputes have anything to do with your allowing your son to drive a car on the farm or to drive a tractor with people on the back of it out on the highway?

A: Me and my wife never had any kind of problem about my son driving a tractor or anything on the farm, ever. In fact about it, she has rode in the vehicles when he drove them around on the farm.

Q: Mr. Simpson, you came to court here and you asked that Mr. Ingle be joined as a party and Judge Kinard Johnson joined him as a party because you said Mr. Ingle had property of yours. He doesn't have any property of yours, does he?

A: He's still got my property. He's got my computer with all my business stuff on it in his house right now I guess, unless he sold it. I don't know.

Q: I see. So it's a computer?

A: Well he's got other things of mine that's not business related, but they've got quite a few things.

Q: That's the same house that your wife lives in, isn't that correct? Your ex-wife lives there, true? They live together?

A: In a barn, horse barn, yes, sir.

Q: They live together?

A: Yes, sir.

Q: So whatever property is in that house she has access to just as much as Mr. Ingle does, doesn't she?

A: I don't have access to it, though.

Q: My question is, you sued Mr. Ingle because he had your personal property but really your wife had the personal property, didn't she?

A: That's business property.

Q: Sir?

A: It's business property, to do with my business. I had to go buy a new computer. Mr. Ingle and Ms. Simpson didn't help me pay half of my, to get a new computer.

Q: You also had us come down here to court because you wanted your wife to be required to take a pregnancy test.

Do you remember that?

A: Yes, sir. There was a rumor about her being pregnant. Yes, there was.

Q: There was a rumor about it so you asked that she be required to take a test at a doctor of your choice, is that correct?

A: I think that was decided, yes.

Q: So we came down here, we had a hearing, an order was issued. Now when did you get a doctor of your choice to give her a pregnancy test?

A: I never did anything on that order. I never looked for a doctor. I thought it was taken care of by the court or whatever, it being a court order. That's why I didn't know.

Q: Didn't the court order say, Mr. Simpson, the one that Judge Johnson, Judge Kinard Johnson, issued that you had a right to have her examined and have a pregnancy test given by a doctor of your choice, do you remember that?

A: No, sir, I don't remember that really.

Q: You never picked a doctor and you never did anything to get her a test, is that correct?

A: I think they sent some papers to find out whether she was. I think they sent a questionnaire, an answer or counter claim or something where she was supposed to answer them and done all that kind of stuff. Then I think I asked

her about, you know, about the stuff to do with her breast implants and all that stuff, and all kind of different things I think. I don't recall. I done been in front of so many judges I don't recall what all has been ordered and everything.

Q: You told me in your deposition that the reason you did that was because you heard a rumor that she was pregnant, is that right?

A: Well, yes, sir.

Q: But she didn't look pregnant, did she?

A: She did at one time. She sure did.

Q: Oh, she did? Okay. Now in the house there was a picture of a truck with all of this paraphernalia in it. I think it's exhibit --

COURT REPORTER: Six.

MR. WARNER: Six. Thank you.

Q: That's where you stored all of the things that your wife made in the house. You left it outside in that stake back truck, correct?

A: No, sir.

Q: How long was it out there to the elements under the farm shed in that truck?

A: Probably a month and a half.

Q: Month and a half. Then you took it over to the Buck and Bull where you've had all the vandalism and put it in

a trailer in the back, is that correct?

A: I don't think I'd had any vandalism when I put it in there.

Q: You've had it since then, haven't you?

A: Yes, I've had it since then.

Q: Yes, sir. And do you still have in the house the china that is your wife's grandmother's china?

A: Yes, sir. I don't have it in the house.

Q: Where is it?

A: I took all of it and put it on a van trailer that's in, right there in the yard. All of her clothes and shoes and everything out of the house. The china cabinet, kitchen table, the couches, chairs. Everything we had in the house I took it out and put it in that van trailer. And we sent y'all a thing on numerous occasions to come and get it. When they came to get it, they came two or three different times and would get about a handful of stuff and take it with them. Then when they came back the last time she brought my sister and my mother back there and they were looking around and taking pictures all over the place about different things. And I really didn't think that they came to get anything at all. They was just being nosey. So I got it all on the trailer still. And it's right there where it's been sitting the whole time from the last time.

Q: So your wife is perfectly welcome then to go out

there and get the stuff out of that trailer, is that correct?

A: She's perfectly welcome to come back and get that stuff if she comes and gets her stuff all of it in it's entirety. One time now. Because y'all have been five times. I don't think nobody needs to come back out there on numerous different occasions to any time they decide they want to come get something. They can come get it all and they can get it all.

Q: Now when the litigation began with you and your parents you had your wife terminate your mother's rights to see your children, didn't you?

A: Say that again?

MR. McKENZIE: Object to relevance, Your Honor. We're through with custody. Visitation has been worked out.

MR. WARNER: Judge, this is --

THE COURT: Overruled. Answer the question.

Q: You told your wife that your mother, Daisy Simpson, was not to see these children?

A: No, sir.

Q: You didn't do that?

A: No, sir.

Q: Do you know your mother was impleaded in this action to have access to the children?

A: Yes.

Q: Is that correct?

A: She was to be the supervisor or something on that order.

Q: You deny that you told your wife do not let the children around my mother because she sued me?

A: If she had joint custody of them in my first agreement why would I have said something? I would have said it in the joint, in the thing about, you know, if I'm going to give you joint custody don't take them around my mother. I never said that and I never had any control over that at all.

Q: I'm speaking about 2003 before you ever had an agreement with your wife?

A: I'm talking about then and ever. I've never told her that.

Q: You never told her that?

A: No, sir.

Q: Mr. Simpson, can you help me understand how we can determine, and I understand your new financial declaration shows that your income is $8,300.00 and some dollars a month. Is that correct?

A: I don't know.

Q: You don't know what it says?

A: No, sir. I mean, whatever it says, it says. You've done asked me about five or six different financial declarations since I been sitting here.

Q: Well you did three of them. So let's talk about

the third one. That's the most recent one. I think you just signed it when? Today?

A: Yes, sir.

Q: Do you remember what was on that one?

A: If I look at it I can go back and tell you exactly what's on it. Let's see here.

Q: Let me show you ours, please, sir. You're showing that your income is how much, sir, gross and net?

A: $8,350.00.

Q: That's your gross income and your net income, correct?

A: One total month is showing $8,587.53. Yes.

Q: How much income taxes are you showing that you need to be paying?

A: For this year?

Q: On your financial declaration. On the front page how much do you show is deducted for income tax?

A: Total deductions paid yearly? Net monthly income? Which one do you want me to show?

Q: There's a line up there, Mr. Simpson, that shows deductions and it says income tax. Do you see that line? Right under --

A: To be discovered I guess.

Q: To be discovered?

A: Because I haven't done my taxes or whatever for

this year.

Q: Well how much taxes have you paid in any year up to now? What's the most income taxes you've paid?

A: I don't know. Probably $1,500.00, $2,000.00.

Q: You paid $1,500.00 to $2,000.00 income tax?

A: You asked me the most. I don't know.

Q: You just don't even know, do you?

A: Not exactly, no, sir.

Q: Yes, sir. The second page you show $6,290.00 in monthly expenses for you and these two children?

A: Yes, sir. That's all that's living there. I guess that's us.

Q: So your expenses for you and the children have gone up from $4,250.00 to $6,290.00?

A: Well, you've got --

Q: Since July of '05?

A: You've got to figure in the school expense which was being cut in half when she was working at the school. That's some of it. And I guess about everything. One's got braces now and the other one is fixing to have braces. And I ain't getting child support. If you figure that in there. I don't know exactly what all is in this.

Q: Mr. Simpson, you're showing on your financial declaration that's attached to our exhibit eleven --

A: Are you asking me about this one now or you're

asking me about something else?

Q: Yes, sir. You said you showed the school expenses because they were, had been cut in half. What did you show in July of 2005 your school expenses were? You're now showing $400.00. What were you showing then?

A: Let me see what that one says and I'll look at this one I guess.

Q: Here you go.

A: Which one is 2005? Do you want me to tell you what 2005 said?

Q: Your expenses have gone up how much, sir?

A: I don't know which one is the date on? Which exhibit?

Q: The last page, look at the last page, Mr. Simpson?

A: This exhibit though? I don't know which is which.

Q: That exhibit eleven and that's the July of '05 financial declaration.

A: Cody's contacts, braces, and stuff of that nature. Is that what --

Q: Yes.

A: $66.00 for one and $250.00 for his braces.

Q: Mr. Simpson, I asked you about the school?

A: (Non-verbal response).

Q: I asked you about school?

A: Right.

MR. WARNER: I withdraw the question.

Q: Mr. Simpson, let me ask you this, sir?

A: I failed to list that on there. It's not showing. I didn't pay it any attention.

Q: You are showing balances of payments on your February 14th financial declaration of $37,000.00 Bank of Clarendon, $20,000.00 Bank of Greeleyville, $100,000.00 Bank of Greeleyville, and $2,500.00 to the hospital. That is your total indebtedness at present. Is that correct?

A: I think you got one on there that I don't have or something.

Q: Mr. Simpson, look at the one in your lap, please, sir? Which is your new financial declaration of today.

A: Okay.

Q: Look at the second page. We have $37,000.00, $20,000.00, $100,000.00, and $2,500.00. That is your total indebtedness today. Is that correct?

A: No, sir.

Q: There's more?

A: Well it's whatever we figured out is on what we've been going over with the Pee Dee Farm Credit. It's on Pee Dee Farm Credit, my house loan and stuff at the Bank of Clarendon. I don't know whether it's all here or what.

Q: Mr. Simpson, do you know the purpose of a financial declaration?

A: You give it to the bankers when you're trying to borrow money I guess. I don't know.

Q: No, sir. The one that's in your hand. What do you think the purpose of this financial declaration is?

A: To show what I'm worth and to give a, that's why we had it all appraised and everything.

Q: And to show what your debt is?

A: Yes, sir.

Q: So you're telling us that we now have to look at your financial declaration and these exhibits to figure out your debt?

A: I don't know why y'all did it. If y'all just needed the financial declarations y'all could have just got that from me and we could have went that away. But if we got it all appraised I guess you have to do an appraisal value and what we have a mortgage on I guess.

Q: Mr. Simpson, Helena Chemicals here you're showing $131.00 a month. That's what you owe them, correct?

A: I guess. We pay them one lump sum and figure out however much it is at a time.

Q: Yes. So that's what you owe them, $131.00 a month is your repetitive Helena Chemical bill. So you owe them $131.00 times 12. Is that correct?

A: Yes.

Q: Is that in addition to number three?

A: Let me see that Pee Dee Farm Credit.

Q: Your number three has all these other debts on there and I'm getting a little confused.

A: There's nothing to be confused about because this is stuff to do with the land, my house, and things like that. This is my real estate and personal property here. This is debts that I have ongoing on my farm operation. It's not very confusing about it. I mean, everybody's got debts. It's not exactly like you don't have any debts, that people just give you the seed and chemical and fuel and all that kind of stuff. I don't have anybody do that for me. That stuff right there is showing what my land and house and things like that is worth, I guess. I've got bills that I pay, you know, running bills. My kid's braces and stuff is not on there.

Q: Well it certainly is.

A: It's not on that.

Q: It's not on number three?

A: You asked me about number three. Why isn't it showing on there?

Q: Mr. Simpson, how are we supposed to figure this out?

A: I don't understand what you're asking me all these questions about. It's all right here.

Q: You just don't understand, is that correct?

A: No, I understand. But I'm just trying to figure out why you're asking me all these questions when it's on here and it's on there.

Q: How much time did you put into filling this financial declaration out?

A: I guess as much time as we had to.

Q: How much time did you put into filling this out?

A: We went over my debts and bills that I had in there and probably, I don't know, a couple of hours.

Q: A couple of hours and this is the work product?

A: I guess so.

MR. WARNER: No further questions.

MR. SIMPSON - REDIRECT EXAMINATION BY MR. McKENZIE:

Q: Mr. Simpson, Mr. Warner asked you a rumor about your wife being pregnant?

A: Yes.

Q: Where did you hear that rumor from?

A: Three or four people came up to me at different places on the ball field and asked me.

MR. WARNER: Judge, I object to this as hearsay. He said it was a rumor. I don't know if there's any --

MR. McKENZIE: I mean, he asked about it.

MR. WARNER: Well there is a no good faith basis for the motion. That's one of our motions today that he made us

come down here to defend it.

THE COURT: Sustained. Let's move on.

MR. McKENZIE: Well let me ask it this way, Your Honor.

Q: Did you hear that rumor from Mr. Warner?

A: I've heard it from him a while ago, yes. He asked me about where I heard this rumor from.

Q: Is Mr. Ingle a party to this action?

A: I feel like he ought to be. If my kids go to his house and spend the night at his house and he stays in the presence of them overnight and he don't do it, what is it that I can do about him not being there, you know. If he just decides he don't want to go there, what can I do? I can't lock Becky up because she's done complied or make her do whatever she's supposed to do. I feel like if they're going to be together and he's going to be in the presence of my daughter, which I hope nothing ever happens.

Q: You were at the beginning of this Hearing, weren't you?

A: Yes.

Q: Did Mr. Ingle stand up and swear that he would abide by the court's ruling in regards to the children?

A: Yes.

Q: So he's a party to this action, isn't he?

A: That's right.

Q: Are you a certified appraiser?

A: No, sir.

Q: Have you ever held yourself out to be a certified appraiser?

A: No, sir. All we do is farm and try and make a living. And we must be doing a fair job at it because we're still farming. They got a list of sales everyday where they're selling out farm. And it don't look like we're going to be able to stay in business if we stay in court all the time trying to dispute all this kind of stuff.

Q: The copy of the exhibit that's dated, that Mr. Warner talked to you about has W.R. Simpson on it, what does the front of it say? Who does it say it's to?

A: Bill Simpson.

Q: What does it say in there? To Bill Simpson, what?

A: Check entered into our system.

Q: Okay. So that's where you paid the Helena Chemical bill?

A: Right.

Q: That would be reflected on Plaintiff's Number Two? I'm going to show you this, I'll hand you a copy of Plaintiff's Two here, Bill, and I want you to look at that?

A: I guess it is.

Q: Okay. So that does have your name on it, doesn't it?

A: Yes. I got a check to back it up somewhere I guess. I don't know where.

Q: If you would read on the order which is Plaintiff's or Defendant's Ten, paragraph 100. This is Judge Turbeville's ruling, paragraph B, property in the LLC. Read that for me?

A: Paragraph B in the LLC. Property in the LLC less the marital home and 40.5 acres is 481.86 acres, Plaintiff's Twenty-six. Ms. Linhart values that property at $599,650.00 which is an average of $1,244.00 per acre. Simpson, Sr.'s value of $750.00 per acre would place a value of $361,395.00 on that property. The court finds the $599,650.00 value to be more reasonable. And the marital portion of that property is $299,825.00. The court has considered Defendant's Exhibit Twenty-five which shows property purchased by Simpson, Jr. during the marriage deleting items five and six, .92 acres and a mobile home on item 8, two acres and home spot, Simpson Jr. has a total of 205.7 acres shown on Defendant's Exhibit Twenty-five for which he reports having paid $105,250.00. However, according to Defendant's Exhibit Twenty-five, those is 205.7 acres have an appraised value of $299,000.00 which is $1,453.57 per acre. This exhibit supports the court's conclusion that Ms. Linhart's appraisal of acreage is more accurate than Simpson, Sr.'s value of $750.00 per acre across the board.

Q: So what did the court find that the property of the LLC was worth?

A: $1,453.57.

Q: What was your portion of that worth?

A: $299,825.00.

Q: That's what the court, Judge Turbeville, found?

A: Yes.

Q: Mr. Warner asked you about phone calls. I hand you a copy of the affidavit and index from the temporary hearing where we provided that to the court. Can you show us where and what dates you were talking about in regards to telephone calls?

A: Yes, sir. About the time that my part was over with my ex-wife and --

Q: You say your part. Are you talking about the separation agreement?

A: My part. Well, no, sir. When I was, this is confusing sort of. But whenever I was being sued by my mother and Jan Warner in the case against me with my dad for all of my personal property and the LLC that when they found, when Turbeville, Judge Turbeville found that I wasn't a party, about that time my ex-wife's phone records were showing the numbers to her boyfriend, of course, but then my mother started calling in on here somewhere and contacting my ex-wife to, I guess talk about what it would take -

MR. WARNER: Objection, Judge, he can't surmise, and to the relevance.

THE COURT: Sustained.

A: I'll show in here where Warner's shows in here -

MR. WARNER: Object and ask that the witness be instructed to stop answering the question.

THE COURT: Did you understand that, sir?

MR. SIMPSON: Ma'am?

THE COURT: I sustain the objection. Proceed.

Q: Hand that back to me, Mr. Bill Simpson. Thank you. In regards to the pregnancy, after we went to the hearing in regards to the Judge finding that you could have your wife tested for pregnancy we sent some answers to produce or answers or requests to admit. Do you recall that?

A: Yes, sir.

Q: Is that a copy of them?

A: Yes, sir.

Q: This is after that court order in which we went to court on, is that correct?

A: Yes, sir.

Q: In there she denied that she was pregnant?

A: Admit. Just read it or what?

Q: Is that what it says? Did she deny it?

A: Yes, sir.

MR. McKENZIE: Okay. She denied it. Your Honor, we

introduce this in as Defendant's --

COURT REPORTER: Plaintiff's Seven.

MR. McKENZIE: Plaintiff's, sorry.

THE COURT: Plaintiff's Seven. Any objection?

MR. WARNER: No objection.

MR. McKENZIE: Request to admit.

THE COURT: Without objection.

(Plaintiff's Exhibit Number Seven was Admitted into Evidence)

Q: Mr. Simpson, Plaintiff's Exhibit Number Three shows your list of loans to Pee Dee Farm Credit. It has an attachment to it from 2004 and it shows how much you owed in 2004 and around the time of filing. What's the number seven loan for? It's the second page on that exhibit?

A: That's for my house.

Q: How much is that amount?

A: $78,600.00.

Q: That is a summary of the loans that you owed to Pee Dee Farm Credit back in 2004?

A: Yes, sir.

Q: Both of those pages?

A: Yes, sir.

MR. McKENZIE: That's all I have, Your Honor.

THE COURT: Mr. Warner?

MR. WARNER: Just one more question, Your Honor.

MR. SIMPSON - RECROSS EXAMINATION BY MR. WARNER:

Q: Mr. Simpson, where is the note to show the increase from $23,000.00 in 2003 that I asked you about to $73,000.00 in 2004. Where is the note?

A: I paid that note off and borrowed the money on my house.

Q: Where are the records?

A: I don't know. If they're not in the file I borrowed the money from Pee Dee Farm Credit. They should have everything and they sent everything.

Q: Did you borrow it before or after your wife left you?

A: Way before. It's on here.

Q: When?

A: It don't show the original time but it's got stuff on here --

MR. WARNER: No further questions.

A: -- back all the way to 6/17/04.

MR. McKENZIE: Is that the date on there, Mr. Simpson?

MR. SIMPSON: Well it says 3/4/04 and then 6/16/04. I don't know exactly. It was before we ever separated.

MR. McKENZIE: Thank you.

THE COURT: Thank you, sir. You may step down.

Call your next witness, please.

MR. McKENZIE: Court's indulgence, Your Honor.

THE COURT: Let's take five minutes.

(Off the record)

THE COURT: Back on the record. Call your next witness.

MR. McKENZIE: We call Marcia Riley to the witness stand, Your Honor.

THE COURT: Please come to the witness stand to be sworn.

MR. WARNER: Who is this?

MR. McKENZIE: Marcia Riley.

MR. WARNER: Object to her. They haven't got her listed in answers to interrogatories that I see. I'm looking at interrogatories responses dated February 28th, '05, names of witnesses, John Davis, Lee Anne Green, others to be submitted prior to trial.

MR. McKENZIE: We supplemented them, supplemental answers.

THE COURT: Show me where you supplemented?

MR. McKENZIE: Okay, Your Honor, it's in the original. Page one of eleven. It says give the names, addresses, and telephone numbers of persons known to you or your attorney as witness concerning the facts of the case. All witnesses who gave affidavits in the January 7, 2005 hearing in support of the Claimant. We gave the last copy of the affidavit to Jim Stoddard, however we have included the undersigned affidavits that we have herewith. So it was all listed with the

affidavits. She gave an affidavit at the temporary hearing.

MR. WARNER: I don't see the copies of the affidavits unless I'm missing something. I have a box full of stuff and I don't see them. I haven't seen them.

THE COURT: Everybody gets a copy of the affidavits. Would it be in the court's file?

MR. McKENZIE: It would be in the court's file, Your Honor.

THE COURT: I'm going to assume you're going to be able to find it.

MR. McKENZIE: She's number 15, Your Honor.

THE COURT: Clearly on there.

Ma'am, please raise your right hand.

MARCIA RILEY, after having been duly sworn, testified as follows:

THE COURT: Be seated. Proceed.

MR. WARNER: These other witnesses, Your Honor, I'd ask that they be sequestered. If these are other witnesses, I'd ask that they be sequestered.

THE COURT: If they're going to testify they need to leave the court room.

THE COURT: Ma'am, state your full name, please

MS. RILEY: Marcia Ann Riley.

MR. WARNER: May it please the Court. I'm assuming it's limited to what's in this affidavit. That's all we've

got is what's in their affidavit. I'm now looking at the copy that I've been given. Now I don't assume they're going to be allowed to go outside what's in this affidavit. We didn't have a whole lot of notice.

THE COURT: I thought that you had provided her name through that a long time ago?

MR. McKENZIE: I did.

THE COURT: Then why would he not be able to go outside the affidavit?

MR. WARNER: He said he gave the last copy to the guardian and they were going to submit their answer to interrogatories.

MR. McKENZIE: Your Honor, I didn't, what I said was, when he got a copy of these affidavits is when we went to the temporary hearing. I mean, these are the same affidavits that I provided you that I provided the Judge at the temporary hearing on January 7th.

THE COURT: Let's proceed with testimony.

MR. WARNER: Go ahead.

MR. McKENZIE: Thank you.

MS. RILEY - DIRECT EXAMINATION BY MR. McKENZIE:

Q: State your name for the record?

A: Marcia Ann Riley.

Q: Ms. Riley, can you tell us where you live?

A: 3025 Stone Road in Manning.

Q: Ms. Riley, have you ever testified in court before?

A: No, sir.

Q: Are you a little nervous?

A: Yes, sir.

Q: Do you know the parties to this action, Bill and Becky Simpson?

A: Yes, sir.

Q: Tell the court how you know them?

A: We actually all live in the, Home Branch is kind of like it's one neighborhood. Bill and Becky lived in Home Branch. Bill has a hunting club that my husband hunts in.

Q: When you say Bill has a hunting club, is that something that you all do in the neighborhood?

A: Yes, well it's basically just guys that live around our neighborhood.

Q: Okay. Let me ask you this question. Do you recall Bill and Becky separating?

A: They were actually separated before I knew about it but I do remember them being separated.

Q: Okay. What happened that brought the separation to your attention?

A: When Bill was having to live at the hunting club with the kids.

Q: Okay. Is the hunting club close to your home?

A: Yes, sir.

Q: How close?

A: It's probably less than three miles.

Q: Okay. Did Bill come by your house frequently with the children?

A: Yes, sir.

Q: Would this have been during the hunting season of 2004?

A: Yes, sir.

Q: So that would have been -- we're talking about deer hunting, right?

A: Yes, sir.

Q: That's what your husband does?

A: Yes, sir.

Q: So, was that September 1st through January 1st?

A: Probably.

MR. WARNER: Judge, object to him leading. This is his witness.

A: Well it was during hunting season and I know after hunting season --

THE COURT: Excuse me. Let's move on. Just watch the leading.

MR. McKENZIE: Thank you, Your Honor.

Q: You just recall it being during hunting season?

A: Yes, sir.

Q: Did you have an opportunity to observe Bill's children during this period of time?

A: Yes, sir.

Q: Was Bill taking the primary caretaker of the children during this period of time?

A: Yes, sir.

MR. WARNER: Your Honor, I object to this. This has already been resolved in the custody issues. He's got custody. I don't see the relevance toward this part of the case that's left.

MR. McKENZIE: Your Honor, it's the same objection I made a while ago, you know, regarding him going back behind the order and talking about the children and with my client on the stand. What I'm trying to get at with this witness and I can go ahead and proffer this is that to show that during this period of time --

MR. WARNER: I'm sorry, Your Honor. If I could get a ruling on the objection before he starts proffering.

THE COURT: Well I'm trying to find out exactly what he's trying to get before I can proceed.

MR. McKENZIE: One thing I want to show, Your Honor, is that my client had to have, take care of the children during this period of time, solely. That Ms. Simpson --

THE COURT: Answer the question.

MR. McKENZIE: Thank you.

Q: Ms. Riley, do you recall a time when the children were with Bill Simpson solely?

A: Yes, sir.

Q: Do you recall a time that he was solely responsible for their care, custody and control?

A: Yes, sir.

Q: When would that have been?

A: During the winter months of, I can tell you this much, Halloween. The thing at Clarendon Hall. Bill had to do all of the activities that entire week with the kids because we were actually having to help pick up kids, take them back, keep in touch with Bill, doing stuff for him while he run back and forth to the school.

Q: Now during that period of time did you know where Becky Simpson was?

A: No, sir.

Q: Did you have an occasion to see their children's reaction to their mother disappearing?

A: Yes, sir.

Q: During this period of time when was the next time that Becky Simpson came back into the picture that you saw her? Did you ever see her again?

A: Today's the first day.

Q: Today's the first time you've seen her. Okay. So have you seen her with her children since the day she left?

A: No, sir.

Q: Tell us the circumstances surrounding her not returning?

MR. WARNER: Judge, objection. She's testified that she had no personal knowledge and found out about the separation afterwards. I object to it on that basis. There was no personal knowledge.

THE COURT: Overruled. Answer the question.

A: I'm not real sure what that question is. But Kati Lyn was devastated, which is the daughter. I know that personally and that's not hearsay. Her and Bill came to the house one night and Kati Lyn had wrote a letter and --

Q: You can't tell us what the letter said.

A: Okay.

Q: But she wrote a letter?

A: She was devastated.

Q: Who did she write the letter to?

A: She was devastated. The child was.

Q: Had she seen her mother in a while?

A: No, sir.

MR. WARNER: Objection, that is totally hearsay. She didn't know.

THE COURT: I'm assuming she can answer the question. Answer the question.

A: No, she had not seen her.

Q: You said you knew Bill and Becky for a while?

A: (Non-verbal response).

Q: How long?

A: Probably seven or eight years.

Q: Did you ever know Becky to help Bill on the farm?

A: No.

Q: Did she do any kind of farm work or anything like that?

A: No, sir.

Q: Where did Becky work during this period of time?

A: Before they separated?

Q: Yes. When you knew them before they separated? Did you know her to work outside the home?

A: I've never known of her to work.

MR. McKENZIE: That's all the questions I have, Your Honor.

MR. WARNER: Subject to my objections.

MS. RILEY - CROSS EXAMINATION BY MR. WARNER:

Q: Ma'am, are you here today under a subpoena or did you just come?

A: I just came.

Q: So you came to help Bill Simpson?

A: I came to help the kids.

Q: Let me ask you this. You've known these people for seven or eight years and you didn't know that Becky

Simpson worked?

A: No, sir. Well, yes. She worked at the school but it wasn't exactly work. She was volunteering.

Q: Oh, she volunteered at the school? Where did you get the information that she volunteered at the school?

A: From her and the kids.

Q: So Becky Simpson told you that she volunteered at the school?

A: Well it was basically I think just a conversational thing, just like with the Clarendon Hall Octoberfest Halloween thing, you know. That's all I knew.

Q: So you didn't know she worked and got a pay check?

A: (Non-verbal response).

Q: The answer is no?

A: That would be no.

Q: So that would surprise you that she worked?

A: It wouldn't surprise me.

Q: It wouldn't surprise you?

A: She wasn't ever home.

Q: How often did you go by the house in this seven or eight years?

A: I would see Bill and Becky almost every weekend.

Q: As a couple?

A: As a couple.

Q: They seemed to get along okay?

A: Yes, sir.

Q: Until when?

A: They actually got along after the separation until she didn't show back up to get the kids.

Q: So that was after their separation agreement and they weren't living together. Is that correct?

A: Well I wasn't in the court room. I don't know if the separation agreement was in effect or not. I knew that Bill didn't live at the house anymore.

Q: Did your husband pay Bill Simpson for privileges at the hunting lodge?

A: No, sir. He would do work on the land. He would, he dug a big pit. He cleared a road. He cleared, well mainly it was roads. He cleared the roads.

Q: Right. So instead of paying Bill Simpson to go hunting your husband would do services for Bill Simpson?

A: No, sir, for the farm.

Q: For the farm?

A: Yes, sir.

Q: They'd kind of swap out services and Bill Simpson would let your husband hunt and your husband wouldn't charge him for the services like grading the roads and everything, correct?

A: Correct.

Q: Do you know how much it was to belong to the hunting club?

A: I've heard them say. It would be hearsay. I don't know.

Q: What did Bill Simpson tell you? He didn't know?

A: He ain't never told me.

Q: So you just don't know what it would cost to join the hunting club?

A: No, sir, because I don't hunt.

Q: Had you been by the house at Christmas time, Bill Simpson's house?

A: The hunting club. That's where he was living last Christmas. No, I didn't visit the house during Christmas time. I've been to the house during super bowl.

Q: How about Christmas of 2003, did you go by there, ma'am?

A: No, sir.

Q: 2002?

A: (Non-verbal response).

Q: 2001?

A: (Non-verbal response).

Q: 2000?

A: No, sir.

Q: No? So you haven't been by for Christmas in all those years and seen the decorations on the house?

A: Now I may have seen decorations on the house but I didn't visit for Christmas.

Q: Did you go into the house during Christmas season?

A: I'm going to have to say no.

Q: How many times have you been in the house?

A: Several.

Q: Several over eight years being three?

A: We did more at the hunting club than we did at the house. They didn't do things at their house. They did it at the hunting club.

Q: I'm talking about the house. You've been in the house three times, Bill Simpson's and Becky Simpson's house three times in eight years?

A: Probably.

Q: When's the last time you were in there?

A: Super bowl.

Q: Of what year?

A: I guess the year before they separated.

Q: 2003?

A: Yes.

Q: Was the house clean?

A: Yes, sir.

Q: Was it decorated?

A: No, sir.

Q: Did you see any problems with the way the house was kept?

A: No, sir.

Q: Did you know Becky was having any problems?

A: At that time, no.

Q: So you didn't know anything until after the separation?

A: I knew they had diagnosed her with a medical condition before she left him.

Q: How did you know that?

A: Because she told us.

Q: She told you and your husband what?

A: No. She told several of us at the hunting club. She didn't tell me and my husband. The women get it in one group and the men is in one group.

Q: I see. So she said she was having some emotional issues?

A: Yes.

Q: That was before they separated?

A: (Non-verbal response).

Q: Bill Simpson was a supportive husband, wasn't he?

A: I think so.

Q: He wanted to make sure she was taken care of and got medical treatment, etcetera, for her condition?

A: Yes, sir.

Q: Is that correct, ma'am?

A: Yes, sir.

Q: Would it surprise you that he terminated her health insurance so she couldn't get her medicine, would that surprise you?

A: Are you asking me hearsay?

Q: I'm asking you would that surprise you?

A: No, sir.

Q: So you would expect that Mr. Simpson would terminate his wife's health insurance and not get her medication when she was sick?

A: If she left her kids I would expect about anything.

Q: Before she left, quote, as you put it, left her kids?

A: Well I don't know that.

Q: My question, ma'am, is while they were living together would it surprise you that Bill Simpson terminated his wife's health insurance and would not pay for her medicine or her doctors?

A: Can I answer the wholly?

Q: Wholly?

A: Yes. Because it doesn't surprise me because I knew they were looking at other avenues to get her medication because it was so high.

Q: Right. So you knew that they were trying to get her down to the mental health center to get free medicine, right?

A: Yes, sir.

Q: Who told you that?

A: Well I had talked to Bill about it because the medicine was so high.

Q: Right. Because the medicine was high Bill Simpson wanted her to go down there to the mental health clinic and get the free medication, right?

A: Well he wanted her to seek the attention she needed.

Q: Right, and get free medication?

A: He didn't say it was free.

Q: Well he told you it was high?

A: Yes, he told me it was high.

Q: He wanted to get it cheaper, right?

A: Well he didn't say cheaper. He just said they wanted to get it to where the mental health clinic would help with the problem she had.

Q: Right, and get the medication for nothing?

A: He didn't say for nothing.

Q: But you knew that he was talking about money at that point, right?

A: No, I didn't know that.

Q: You didn't know that either?

A: No.

Q: How many children do you have?

A: I don't discuss Bill's finances with him.

Q: Oh, you don't discuss his finances?

A: No, sir, I don't.

Q: Okay.

A: The first I've heard of Bill's finances is in here today.

Q: So you sat here and listened to all of that?

A: The last part of it.

MR. WARNER: No further questions.

MR. McKENZIE: Court's indulgence, Your Honor.

MS. RILEY - REDIRECT EXAMINATION BY MR. McKENZIE:

Q: You said that Bill discussed with you Becky's mental health problems and trying to get her help, get her treatment?

A: Yes, sir.

Q: So it didn't surprise you that he terminated her from his health insurance but he still tried to get her help, is that correct?

A: Yes.

Q: Becky, herself, told you she was having problems?

A: Yes, sir.

Q: Did she discuss going to mental health with you?

A: No, sir.

Q: Do you know when she left the home?

A: The actual date, no, sir.

Q: You don't know that?

A: No.

Q: All you know is what you saw in regard to the reaction of the children?

A: Yes, sir.

MR. McKENZIE: That's all the questions I have, Your Honor.

MR. WARNER: Nothing further.

THE COURT: You may step down.

Call your next witness.

MR. McKENZIE: Your Honor, I think we have Renee Ward as our next witness.

THE COURT: Okay. Please come to the witness stand to be sworn. Go up there and raise your right hand, place your left hand on the Bible.

MR. WARNER: May it please the court. Before you swear this witness, she's not on the list. There's no affidavit and there's nothing in the interrogatories.

THE COURT: Mr. McKenzie?

MR. WARNER: Unless I missed it.

MR. McKENZIE: I'm looking, Your Honor. Your Honor, if you'll give me a second and let me look in my correspondence.

I didn't know this was going to be an issue because I think we sent a letter saying she was going to be one of the witnesses we were going to call.

THE COURT: Okay. You need to find it.

MR. McKENZIE: Your Honor, may I have a five minute recess. I just can't find the letter and I've got voluminous records here.

THE COURT: Take five minutes.

MR. McKENZIE: Thank you, Your Honor.

(Off the record)

MR. McKENZIE: Your Honor, may we approach?

THE COURT: Yes.

MR. McKENZIE: May 17th, 2005 I wrote a letter to Mr. Warner informing him that we were going to be subpoenaing the health care records from Dr. Eggerton. This is the employee and I believe she would testify as to what was in the records. I wrote him a letter and I asked him if they had any objections to that, that they needed to provide us with those written objections within 15 days.

MR. WARNER: Judge Young issues an order, a particular order, protective order. Nothing was ever mentioned about this lady. Everything was Dr. Eggerton. We've not been provided with her name or what she would testify to.

THE COURT: Does she keep the records there, what does she do?

MR. McKENZIE: She wrote the record. She's the one that wrote the record of Dr. Robert Eggerton.

MR. WARNER: She wrote the record? It's a doctor's record. How can she write the record?

THE COURT: So is she a therapist?

MR. McKENZIE: She's an employee, yes, ma'am. Dr. Eggerton would have been the health care provider in charge of it.

THE COURT: You didn't file a motion to quash?

MR. WARNER: Yes, ma'am. Judge Young, we filed a motion to quash, Judge Young gave them the records from there and from the mental health clinic. He gave them the right to get the records under protective order so they couldn't use it outside of these proceedings. That was the extent of it.

MR. McKENZIE: All we want to do is get the records in.

MR. WARNER: Well --

THE COURT: Okay. There was nothing in the order that said it couldn't be placed into evidence.

MR. WARNER: Judge, look at Judge Young's order. September 12th, 2005.

MR. McKENZIE: That's the May 31st letter and the subpoena attached to it that also subpoena's Renee Ward as a witness in this case. She's the actual --

MR. WARNER: May it please the Court. Judge Young's order, may I approach the bench?

THE COURT: Yes.

MR. WARNER: I don't know if the court has it, says appear to the court the parties have agreed to protect the health information, is material that the parties to this lawsuit and their attorneys are entitled to access to the protected health information from her health care providers. The parties are prohibited from using and disclosing the protected health information for any purpose other than those directly related to litigation and any retained medical expert or protected health records obtained pursuant to subpoena authorization, etcetera, including all copies will be destroyed or maintained within the attorney's closed files during the litigation. Judge Young. That was it. There's nothing in here about --

THE COURT: Okay. This clearly puts the Defendants on notice that she can be called. So she may testified. I believe she has already been sworn?

MS. WARD: No, ma'am.

THE COURT: She has not. Please raise your right hand.

RENEE WARD, after having been duly sworn, testified as follows:

THE COURT: Proceed.

MR. WARNER: Judge, we're talking about protected health records. I think this court room needs to be cleared under the terms of that order of anybody who is not a

participant in this case if she's going in -- I don't know who these other people are.

MR. McKENZIE: No objection to that.

THE COURT: Okay. Clear the court room, please.

MR. McKENZIE: I believe he is actually the bailiff.

THE COURT: I think that one of the parties just left.

MR. ROBINSON: Mr. Ingle left.

MR. McKENZIE: Ingle left.

THE COURT: I don't think he has to leave if he doesn't want to.

MR. McKENZIE: If he doesn't want to he doesn't have to leave. He's a party.

THE COURT: Proceed, please.

MR. ROBINSON: Thank you, your Honor.

MS. WARD - DIRECT EXAMINATION BY MR. ROBINSON:

Q: Ms. Ward, I wasn't in here for most of this. Please state your full name again for the record?

A: Renee Ward.

Q: Where are you currently employed, Ms. Ward?

A: With Dr. Eggerton.

Q: Is that Robert Eggerton?

A: Robert S. Eggerton, Jr.

Q: That's located here in Manning?

A: (Non-verbal response).

Q: What is your position with Dr. Eggerton's office?

A: I am a family nurse practitioner.

Q: In your role or occupation as a family nurse practitioner have you had occasion to see Ms. Becky Simpson?

A: Yes.

Q: When did you first see Ms. Simpson?

A: Can I look at the records that I brought?

Q: Yes, ma'am.

A: Because I don't remember that.

MR. WARNER: May it please the court. Could I ask for the relevance now. I understand custody is completed. It can't be used for fault under the statute. What is the relevance of the records?

MR. ROBINSON: Your Honor, it's not being used for fault but it's going the opposite direction. There have been some allegations made by Ms. Simpson that Mr. Simpson has been physically abusive to her, that he's been mentally abusive to her. This lady will establish for the court what she was treating her for and the substance of those conversations.

THE COURT: You may proceed. Continue.

MR. ROBINSON: Thank you, Your Honor.

Q: If you will, when did you start seeing Ms. Simpson?

A: July 29th of '03.

Q: What were you treating Ms. Simpson for when she began seeing you?

A: Anxiety and depression.

Q: You were prescribing medications to her?

A: (Non-verbal response).

Q: Do you actually write prescriptions?

A: Yes.

Q: Did you have discussions with her during those treatments?

A: Yes.

Q: Tell the court if you will, what was the time frame that you saw Ms. Simpson during? When you started seeing her and when you last saw her?

A: Started July 29th of '03. The last time was June 9th of '04.

Q: So basically about a year?

A: Yes.

Q: Give or take. Okay. During those discussions did Ms. Simpson ever disclose to you perhaps an incident where she fractured her vertebrae? Do you remember that?

A: Not that I recall.

Q: Let me ask you this, you don't see anything and I'll give you just a minute and you can answer that. Do you see anything in your notes about a fractured vertebrae?

A: Hang on.

Q: Okay.

A: I don't see anything in here.

Q: But you all did talk about during your discussions some of the things that were bothering her? You know, talked about her depression and anxiety, is that correct?

A: (Non-verbal response).

Q: Did she ever mentioned any occasion where Mr. Simpson body slammed her?

A: Not that I recall.

Q: How about any incident where she related that Mr. Simpson held her face in chicken manure or put it in her mouth or did anything to her with chicken manure? Do you remember that?

A: Not that I recall.

Q: Is it safe to say that those are pretty unusual occurrences that you would have probably written in your notes if they had been disclosed to you?

A: More than likely.

Q: Did she disclose to you any information about some concerns or some odd behavior of some adult relatives to her or towards her when she was a child?

A: Once.

Q: One time. Those are reflected in the record?

A: Yes.

Q: Just briefly, basically what did she disclose about that?

MR. WARNER: If the relevance of this is -- I object on the basis of relevance.

MR. ROBINSON: Your Honor, again what we've got is we've got a situation where Ms. Simpson has made accusations that he has been physically and mentally abusive. And I know we're not here for the issue of divorce. But I'm sure that the other side has at least in my mind raised the accusation that he has done things to cause her depression. I'm going to the root of that.

THE COURT: Answer the question.

A: Okay. She told me about one instance where she was asked to pose in a bathing suit and pictures were taken.

Q: Did she relate to you what time frame that was? Was that before she was married to Mr. Simpson?

A: She was about 13 or 14.

Q: That was by somebody in her family?

A: (Non-verbal response).

Q: Did she indicate that that bothered her or made her uncomfortable?

A: It made her uncomfortable.

Q: Did she relate to you whether or not she had ever told her husband about that incident?

A: I'm looking.

Q: Okay.

A: I didn't state one way or the other.

Q: Were there any other topics or things that she talked with you about that jumped out with you as being, this is why this young lady is depressed? She didn't come in there and say I'm depressed because my husband body slammed me or because he made me put chicken manure in my mouth or anything like that?

A: No.

Q: Did she ever tell you that she blamed Mr. Simpson, Jr. for her depression?

A: I don't recall her saying that she blamed him for the beginning of her depression.

Q: She was obviously unhappy about --

MR. WARNER: Object to the leading question, Your Honor.

MR. ROBINSON: I'll rephrase, Your Honor.

Q: Did she ever express any mood one way or the other about the marriage during the period of time that you were counseling her? Was she happy? Was she unhappy? With the marriage itself, not overall, just toward the marriage?

A: At times she said she was unhappy.

Q: But she never disclosed to you any specific reason or reasons why she thought she was depressed? Is that basically what your notes reflect?

A: Not that I remember in my notes.

Q: Have you treated her at all since July of 2004?

A: No.

Q: Did she ever mention anything to you about a cousin of hers doing some inappropriate things with her underwear? Do you recall any discussion about that?

A: Just that she had missed all of her underwear and found them under his bed.

Q: Any other stories or instances where her family had done things that she had related to you that were disturbing to her?

A: Other than suicide. The death of her mother.

Q: You said suicide. Did she ever mention suicide?

A: I --

Q: I understand. I just want to make sure. I don't want to --

A: No.

MR. ROBINSON: Court's indulgence for just a minute. I don't have any further questions of this witness, Your Honor.

MS. WARD - CROSS EXAMINATION BY MR. WARNER:

Q: Ms. Ward, did you tell Mr. Simpson that Becky Simpson was pregnant?

A: No, sir.

Q: Ma'am?

A: No.

Q: So if he told us in his deposition you were one of the sources of information that he brought a motion to get

her a pregnancy exam, you didn't tell him that she was pregnant?

A: No, sir.

Q: Is that correct?

A: No, sir.

Q: That is correct or it's not correct?

A: No, it is not correct. I did not say that.

Q: Now did you talk with Mr. McKenzie and Mr. Robinson about this case? Have you talked with them?

A: When I got here today.

Q: That's it?

A: (Non-verbal response).

Q: Was her husband involved in this therapy?

A: I know I saw them together once.

Q: One of the problems, I'm looking at your June 9th note of 2004?

A: Okay.

Q: And the one before that, that Mr. Simpson May 26th of '04, husband has relayed to her he will no longer pay for medicines and will no longer pay for any of her bills that she incurs or medical care. Do you remember that?

A: Yes, sir.

Q: Did that seem strange to you? A husband of a wife in this kind of condition?

MR. ROBINSON: Your Honor, I'm going to object to that.

I don't think she's qualified --

MR. WARNER: I'll withdraw that.

Q: How many times, how long have you been practicing as a nurse practitioner?

A: Since 2000.

Q: How many times since 2000 has any husband or spouse come in and said I refuse to pay for this individuals care and refuse to pay for the medicine? How many times other than this one?

A: None.

Q: It says in here that her father-in-law gave her enough money for two weeks of Depakote. Do you remember that?

A: Yes, sir.

Q: On June 9th of 2004 you encouraged her to go to the mental health clinic, didn't you?

A: Yes.

Q: You thought that was the best situation for her. Her husband still refuses to pay for her medicines and medical care. And that mental health is the one that offers the best help for her at this point?

A: Correct.

Q: That's because they had a free medicine program for those who qualify, true?

A: True.

Q: What kind of income do you have to have to get

free medicine? Do you know?

A: No, I don't. I do a lot of patient assistance. I just know everybody is different.

Q: Do you know what kind of assets you have to have to get free medicine?

A: No, sir.

Q: If someone came in and their spouse was worth, and they were living with their husband worth $750,000.00 or $800,000.00 do you believe that person would qualify for any kind of free care?

A: No, sir.

Q: I notice in here you said she flushed a lot, Ms. Simpson. She gets hives?

A: Yes. She flushed a lot. Her skin would turn real red.

Q: When she gets nervous and upset?

A: Yes.

Q: She was diagnosed with a manic depressive disorder?

A: Yes, sir.

Q: If Ms. Simpson today takes no medication and is functioning perfectly fine and working full time, would that surprise you?

A: Somewhat.

Q: Are any incidence like Ms. Simpson's stress

related?

A: Yes.

Q: Does stress exacerbate or make worse people's conditions who have the situations like Ms. Simpson?

A: They make anxiety much worse.

Q: When somebody tells you they're not going to pay for your care and they're not going to pay for your medicine, that's stressful, isn't it?

A: It would be to me.

MR. WARNER: Nothing further.

THE COURT: Any further questions of this witness?

MR. ROBINSON: No further questions, Your Honor, and we would ask that she be excused.

THE COURT: Thank you. You may step down. Any reason this witness should not be excused?

MR. WARNER: No, ma'am.

THE COURT: You may be excused.

Call your next witness, please.

MR. McKENZIE: Affidavit number six. Ms. Brown, if you will come around, the Judge is going to swear you in.

MS. BROWN: All right.

THE COURT: Please come to the witness stand. Raise your right hand, place your left hand on the Bible.

LOIS BROWN, after having been duly sworn, testified as follows:

THE COURT: Be seated, please.

MS. BROWN - DIRECT EXAMINATION BY MR. McKENZIE:

Q: State your name for the record?

A: Lois Brown.

Q: Ms. Brown, where do you live?

A: In Paxville.

Q: How far is that from the Home Branch Community?

A: I think it's about four miles.

Q: Do you know Bill and Becky Simpson?

A: Yes.

Q: Are you married?

A: Yes.

Q: What is your husband's name?

A: Donald Brown, Sr.

Q: What do you all do for a living?

A: We have a water and sewer construction.

Q: Do you all also have another business?

A: I have a beauty shop and my family has a country store in Paxville.

Q: Your family? Who owns that?

A: My brother.

Q: Your brother?

A: (Non-verbal response).

Q: Do you spend a lot of time there?

A: Yes.

Q: Let me ask you, how long have you known Becky Simpson?

A: Oh, since she was a child.

Q: How long have you known Bill Simpson?

A: Since he was a young man, a child.

Q: Do you recall when they got married?

A: Yes.

Q: Do you recall Becky working at Clarendon Hall?

A: Yes.

Q: Do you recall April of 2004 when Becky went off to Florida?

A: Yes.

Q: Can you tell the court what you recall about that and if you noticed any change in Ms. Simpson?

A: Yes. It surprised me that she had done that.

Q: That she had done what?

A: Had left the family. Cody and her had a lot of problems and she had attacked him. When she did I saw him.

Q: You saw Cody?

A: Yes.

Q: That was in April of 2004?

A: I think so. Yes.

Q: So you saw the injuries to Cody?

A: Right.

Q: Now tell me about when she came back from

Florida. Do you recall what was going on then with Becky?

A: Well she was different. She wasn't the Becky that we knew. She had tattoos. Her demeanor was different. Her dress was different.

Q: Tell us what you mean by tattoos. Did you see the tattoos?

A: Oh, yes. She had on halter shirts. They were on her back, on her legs.

Q: What kind of tattoos were they?

A: Cartoon characters.

Q: Do you remember the cartoon characters?

A: No.

Q: But it was just you remember that?

A: Yes. It just wasn't Becky.

Q: That was in April of 2004. You had seen her where?

A: At our store.

Q: That's why I asked you about that earlier?

A: Yes.

Q: Now when you say she had changed and wasn't the same Becky, what do you mean by that?

A: Well, she was like talking about partying and going out.

Q: Did you overhear conversations like that?

A: Yes, I did.

Q: With Becky?

A: (Non-verbal response).

Q: Had she ever gone out and partied before?

A: Not to my knowledge.

Q: Was she dressed, you said she dressed differently?

A: Yes.

Q: Describe her dress for the court compared to what she used to do?

A: Halter tops, tight shorts, Daisy Duke shorts. Her and this girl named Debbie were going out drinking and they were bragging about it.

Q: And you heard her and Debbie discussing this?

A: Yes.

Q: What time frame was that?

A: Well, that was at Cody's birthday party. Bill had had a party for him.

Q: Was that in July?

A: Yes, July. Yes.

Q: Of 2004?

A: Yes.

Q: Okay. So you recall that. I mean, what kind of relationship do you have with Bill and Cody that you would have been at the birthday party?

A: Well Cody is about the same age as my son. We've

just always been close and the boys.

Q: Have they spent the night with each other?

A: Oh, yes

Q: So your children have a common relation, Cody and your son?

A: Right. They go to the same school.

Q: So you were at Cody's birthday party. Who gave the birthday party in July of 2004?

A: Bill. Bill and his dad.

Q: For Cody?

A: (Non-verbal response).

Q: Cody would have been 12 then I believe?

A: I think so, yes.

Q: Is he 14 now?

A: Yes.

Q: I guess he'll be 14 on his birthday?

A: He'll be 15.

Q: Fifteen on his birthday. I'm sorry. You've got those numbers down, right?

A: Yes.

Q: So he'll be 15 this July?

A: Right.

Q: Did you see Ms. Simpson at the party? Did she come to the party?

A: Yes.

Q: Was she there the whole time?

A: I don't know if she was there the whole time. Her and Debbie were inseparable. You couldn't even talk to her without this other girl up under her.

Q: This is Debbie Green?

A: Yes. I had just met her.

Q: When you say she was different she just talked about partying?

A: Yes.

Q: Did you overhear a conversation at the birthday party about her drinking?

A: Yes, and having fun in Florida. She was wearing such tight shirts and her breasts was bigger.

Q: Okay. Is this after she came back from Florida?

A: Yes. And I even said something to her. But she didn't, you know, she just kind of pushed it away.

Q: You say you saw a tattoo on her back also?

A: Yes.

Q: When you said Bill and his dad were having the party you were talking about Bill, Sr.?

A: Right.

Q: Were they the ones who had thrown the party?

A: That's right.

Q: Did Becky come late to the party? Did she come on time? Was she there when you got there or do you recall?

A: She was there when I got there.

Q: Okay. Was she participating in the party? Was she handing out cake?

A: No. I even made the comment, I said, oh this is a nice party. And she said, I didn't have anything to do with it.

Q: Now do you recall the next month, I think it would have been August, Bill and Becky actually separated. Is that correct?

A: (Non-verbal response).

Q: Do you remember what Bill's reaction was to that?

A: Well, he was devastated.

Q: We're talking about Bill, Jr.?

A: Yes. Yes. He loved his family.

Q: How about Cody's reaction?

A: Cody was upset. And so was Kati Lyn.

Q: And you know Kati Lyn also?

A: (Non-verbal response).

Q: Has she spent time at your home also?

A: Oh, yes.

Q: The Becky you knew before April of 2004, did that Becky dress like she is today?

A: Yes.

MR. McKENZIE: That's all the questions I have.

THE COURT: Mr. Warner?

MS. BROWN - CROSS EXAMINATION BY MR. WARNER:

Q: Ms. Brown, correct?

A: Yes.

Q: You did not particularly care for Debbie Green, is that correct?

A: I only met her one time.

Q: You thought she was a bad influence on Becky?

A: Yes. Her appearance.

Q: Her appearance?

A: Right.

Q: Did you know that Bill Simpson left his children down there with Debbie Green repetitively to spend the night?

A: No.

Q: You didn't know that?

A: (Non-verbal response).

Q: Would it surprise you to know that he left the children down there and they spent the night with this Debbie Green?

A: Yes. But I think that was a family member. But I mean, I don't know this woman. I had just met her.

Q: You had a bad opinion of her, didn't you?

A: Yes.

Q: You wouldn't have your children spending the night with her, would you?

A: No.

Q: Do you know anything about the Becky you used to know, you said it was a different Becky after April of '04, is that correct?

A: Right.

Q: The Becky you used to know used to take care of her kids?

A: Right.

Q: She taught at school?

A: Yes.

Q: You've been to their house?

A: Yes.

Q: She kept a good house?

A: Yes.

Q: She kept it clean?

A: Yes.

Q: The children were clean and well dressed?

A: (Non-verbal response).

Q: Ma'am?

A: Yes.

Q: I'm sorry?

A: Yes.

Q: You have been there I guess at Christmas time and I'm going to show you exhibit seven. Look through these pictures a minute and tell me if the pictures in exhibit seven reflect the old Becky and not the Becky as of April of '04?

MR. ROBINSON: Your Honor, I'm sorry. What exhibit was that that he handed the witness?

MR. WARNER: Seven.

MR. ROBINSON: Thank you.

A: Yes, some of them. But I mean, some of them are new pictures.

Q: I understand. But the pictures of the house and the decorations, that's how she did at Christmas time, wasn't it?

A: Oh, yes.

Q: The house was decorated on other seasons, like Halloween. She did things at home?

A: Yes.

Q: Did you know of any issue in the marriage before April of 2004?

A: No.

Q: And you said that Mr. Simpson here, William Simpson, Jr. was devastated about the separation, is that correct?

A: Correct.

Q: How did he appear that made you say he was devastated?

A: Well, he loved his wife.

Q: He did?

A: Yes.

Q: Do you think he took care of his wife?

A: Yes.

Q: Did you know his wife was going to a physician?

A: I didn't know.

Q: Ma'am?

A: I did not know.

Q: If she needed medication and had some issues you would think he would be supportive of her, don't you?

A: Yes.

Q: Because he did, from your view of it, he loved her up till the time she maybe went to Florida or something happened then, is that correct?

A: Right.

Q: So he loved the old Becky, right?

A: Right.

Q: And if he terminated her health insurance so she couldn't get medication around April of 2004, would that surprise you?

A: Well, it would have to be, you know, unless she wanted it terminated.

Q: Well, if he thought it was too expensive and he didn't want to provide for her medical care and provide for her medicine anymore, would that surprise you about Bill Simpson, Jr.?

A: I don't think he would do it deliberately. I

think maybe if she wanted him to where she could get medicaid or medicare.

Q: So you think that she would want --

A: Free assistance.

Q: Ma'am?

A: I think maybe she was looking for free assistance.

Q: Do you think she was looking for free assistance?

A: (Non-verbal response).

Q: Did you know she was going to the mental health clinic?

A: I knew she had some mental issues.

Q: Did Bill Simpson, Jr. tell you that the mental health clinic gave her free medicine because they lied about their assets and income?

A: No.

Q: That wouldn't be a real good thing to do, would it?

A: No.

Q: If that happened you'd be surprised, wouldn't you?

A: Yes.

Q: You knew these folks since they got married?

A: Right.

Q: The new Becky that you didn't like or had a

problem with the tattoos was April of '04 up to the time they separated, is that correct?

A: Yes.

Q: And now she looks like she used to look?

A: That's right.

Q: Is that correct?

A: Yes.

MR. WARNER: Nothing further.

MR. McKENZIE: One follow up. The old Becky, did she ever want for anything from Mr. Simpson?

MS. BROWN: No.

MR. McKENZIE: He took good care of her?

MS. BROWN: Very good.

MR. McKENZIE: That's all I have.

THE COURT: Thank you. You may step down. Any reason this witness should not be excused?

MR. McKENZIE: None from the Plaintiff, Your Honor.

THE COURT: You may be excused.

Any further witnesses?

MR. McKENZIE: Your Honor, we're trying to decide. But if you'll give me a minute I think we may be done. Maybe we could have five minutes. Let me check through the exhibits and just make sure that I've got everything in that I need in. We may be done.

THE COURT: Five minutes.

(Off the record)

THE COURT: We're back on the record.

MR. McKENZIE: Your Honor, I think that we are going to rest. But before we do I would like to get a clarification on the Plaintiff's financial declaration that was filed today. My understanding from the court order of Judge Young was that the appraisal on all of the marital property was to be done by one appraiser. It was to be delivered to his office. That is why we put to be determined on the financial declaration because it was being determined by the appraiser and not by us. So I wanted to make that abundantly clear to the court that we are not trying to say we don't know what the property value is, we're trying to say it's already been ordered by the court. And I wanted just to make sure before I rest so I wouldn't have to call any of these people back in here that the court, you weren't involved in this case before today and may not have realized that. But as far as I understand it, and Mr. Warner can correct me that, you know, our position is there was a court order that said that the property was going to be valued by an appraiser and that's why we didn't put a valuation on it.

THE COURT: Did you have the benefit of all those appraisals before?

MR. McKENZIE: No, ma'am.

MR. ROBINSON: The appraisals were completed, I think

THE COURT: I understand that. However, for the benefit of the court you could have done some extra work for me so I would have had everything before me in one document.

MR. McKENZIE: Your Honor --

THE COURT: And that's the best thing. The financial declarations, I think, are the most important piece of evidence you can put in.

MR. McKENZIE: Yes, ma'am.

THE COURT: And you haven't done that.

MR. McKENZIE: Can we have leave to supplement that financial declaration prior to the end of the case, our case, which we would be responsible for reply testimony?

THE COURT: If you can do it and get it to the Defendant tomorrow.

MR. McKENZIE: Yes, ma'am. Not a problem. Thank you, Your Honor.

MR. WARNER: Your Honor, we just want to make sure if they do that anything we think is funny we can put Mr. Simpson, Jr. back up to ask him about.

MR. McKENZIE: Not a problem. Certainly. We reserve the right to recall him.

MR. WARNER: But I don't want to have a re-do of what we've got here because we'll be here forever. You guys have rested?

MR. McKENZIE: If that's the case, we're rested.

THE COURT: Do you have any short witnesses?

MR. WARNER: No, ma'am. We can finish easily I think on Thursday.

THE COURT: Okay. So we will start again Thursday morning at 9:00 o'clock. Today we are recessed.

MR. WARNER: Thank you.

MR. McKENZIE: Thank you, Your Honor.

(The Hearing Recessed at 4:51 p.m.)

* * * * * * * *

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STATE OF SOUTH CAROLINA COUNTY OF CLARENDON	)	IN THE FAMILY COURT
William Simpson, Jr., Plaintiff, - vs - Becky Simpson and Wade Ingle, Defendants.	)	TRANSCRIPT OF RECORD CASE NO: 2004-DR-14-243 February the 14th, 2006 and February the 16th, 2006

B E F O R E:

HONORABLE FRANCES SEGAR-ANDREWS

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Mr. Scott L. Robinson, Esq.
Appearing on behalf of the Plaintiff

Mr. Jan L. Warner, Esq.
Mr. James T. McLaren, Esq.
Ms. Carrie A. Warner, Esq.
Appearing on behalf of the Defendants

Mr. James Stoddard, Esq.
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THE COURT: Do you have any short witnesses?

MR. WARNER: No, ma'am. We can finish easily I think on Thursday.

THE COURT: Okay. So we will start again Thursday morning at 9:00 o'clock. Today we are recessed.

MR. WARNER: Thank you.

MR. McKENZIE: Thank you, Your Honor.

(Hearing Recessed, February 14, 2006 at 4:51 p.m.)

* * * * * * * * *

(Hearing Reconvened, February 16, 2006 at 9:30 a.m.)

THE COURT: We're back on the record in the case of Simpson v. Simpson. Mr. Warner, you were going to call your first witness?

MR. WARNER: May it please the Court. On Tuesday my understanding was there was going to be some modification of page three of the financial declaration of Mr. Simpson. We received yesterday what appears to be a complete makeover of this financial declaration where between the declaration he signed that was presented to Your Honor on the 14th showed $6,290.00 in installment payments a month. The new one purports to show $2,221.00 -- excuse me. $4,069.00. A difference of $2,221.00 in monthly installment payments. That is, I think, way out of line.

They've had a year and a half to prepare this financial declaration. And to give us this new one yesterday. And I

think they closed their case but for putting up this part. We understood it was page three to list the assets.

They have now taken the position that the LLC property that was formed in 2000 is non-marital property. Despite Judge Turbeville's decree where this gentleman, Mr. Simpson, Jr., was a party and Judge Turbeville made the finding that the transfer -- and he has not appealed this order, and it's in evidence as number ten, Judge Turbeville made the finding that the LLC was formed in the year 2000. Assets acquired during Simpson, Sr.'s marriage were deposited into this LLC and that Simpson, Jr. owned a 50% interest. It also gave Mr. Simpson's mother a judgement against this LLC to be satisfied by Simpson, Sr.

Simpson, Jr., now takes the position in a note in his financial declaration by the way this is non-marital property because it was acquired by this 1989 agreement. He testified that all of the work that went in except for like three months was during the marriage. So we're getting with notes etcetera, a completely different financial declaration with no notice. And we object to him being allowed now to amend it to include these things.

The other thing he did, Your Honor, he took the appraisals and didn't include parts of the appraisals that are already in evidence and came up with his own valuation. And he is also, Your Honor, showing operating expenses, current

operating expenses for chemicals, etcetera, on his farm without showing the corresponding crops in the ground, crops in the bin. There's got to be an asset on the other side to offset that. None of that is shown.

And it would take, I think, a significant amount of time to go back through this financial declaration with Mr. Simpson, Jr., if they're going to be allowed to utilize it. We think they've had a year and a half to do it. They should be bound by what they did on the 14th and not with what we got last night.

THE COURT: Mr. Robinson, any response?

MR. ROBINSON: Thank you, Your Honor. First of all, the discrepancy on page two that Mr. Warner refers to is simply a clarification. If on the old financial declaration it lists other installment payments, insert total here and itemize below. Our secretary mistakenly totaled the column there in that spot. The numbers haven't changed, they've just been clarified and put where they're supposed to be.

The number that appears at the bottom of the itemized amount is where total expenses should be. That shows $3,879.00 and the installment payments above at $6,290.00. All we simply did was put the number for the installment payments in the blank where it was supposed to be and reflected the total expenses of $11,069.00 which is those two figures added together. They were simply in the wrong blank.

As far as the LLC being non-marital property, that is an issue that Mr. Simpson is consistent with his testimony. There will be more testimony today, Your Honor, that will go to that issue. We're simply including the assets. Mr. Warner brought that up in the valuation. We did not have that value included on the third page and the appraiser did not value that because we considered that a non-marital asset. When he brought that up we simply wanted to make sure our position was clarified on the financial declaration. That is consistent with that Mr. Simpson has testified to.

Mr. Warner's view of the evidence may be different than Mr. Simpson's opinion. That is for Your Honor to decide, not for a financial declaration to determine. We simply wanted, once he brought that out we wanted to make it clear what our position was on the financial declaration. What we have tried to do is provide the court with an accurate picture of our position. The property values were not placed on there because as we said the other day, the court appointed appraiser came up with those values. There's been no argument those are the values. We simply placed them on there so they would be on one document.

The amendment to page two simply put the figures in the places where they should be. And I think Your Honor can look at the two and see that that's all we've done, honestly, is just put the figures where they're supposed to be.

We also attached an addendum that just kind of took some of these itemized installment payments off of here, put them on a separate page and gave us some room to explain those and made Mr. Simpson's financial declaration consistent with the exhibits that he put into evidence, the Pee Dee Farm Credit debt, the Bank of Greeleyville debt. We also included that on there where it wasn't clear from the original financial declaration.

We have not added anything that was either not already on there or was not testified to by Mr. Simpson, and upon which he was cross examined by Mr. Warner except for the bills that we added for the appraisal fees from Mr. Burke Watson, Mr. Easters and Mr. Odom. We added that $6,800.00 to his debts because that is what they testified their fees for services were. We didn't have those until they testified Tuesday. So those are the only actual additions that we have made.

We have modified it in an attempt to clarify it for the court so that it would show everything that we put into evidence and that he's testified on. I honestly see nothing on there that is new information that he hasn't already been cross examined upon.

MR. WARNER: Judge, just very briefly in response, and I don't want to belabor this except that I disagree. They have not listed the marital property. They have put a gross

number in there and not listed it. The declaration is not according to the form provided by the court. They are attempting to reduce the marital assets by current litigation expenses, including they borrowed money to pay attorney fees. He borrowed money to do this. There is no itemization of what the debt was on this property as of the date of separation which was August of 2004. There is nothing before the court. We have all of these current expenses.

And Judge, to be honest with you, we didn't go through this declaration with Mr. Simpson because when he listed on page two that his real property insurance to insure his house was $300.00 a month, $3,600.00 a year, we think the court, there's no sense in us going into things like that with him. And braces, he lists $250.00 for medical, and then he's listing it again at the bottom. He has braces for Cody. He's got $250.00 dental plus another $250.00 for braces and shows those kind of obligations.

He's now showing Helena Chemicals. He owes them, he says, about $7,000.00. Those are operating expenses and he is not showing the asset that it being acquired by using those operating expenses which are the crop.

THE COURT: Well I've got to get the real picture here whatever it is. So you will be allowed to cross examine him on that entire document.

MR. WARNER: Thank you, ma'am.

MR. ROBINSON: Your Honor, just for the record, all those three things, the braces, the Helena Chemical, all that was on his first financial declaration. So that is not an addition there.

THE COURT: Call your witness.

MR. WARNER: Is Mr. Simpson going back up?

THE COURT: If you want to go ahead and do him, it's at your pleasure.

MR. WARNER: They have closed their case other than this as I understand it.

THE COURT: Correct.

MR. WARNER: I absolutely want to question him about this financial declaration.

THE COURT: Sir, please come back to the witness stand.

MR. WARNER: Has it been filed, Your Honor?

MR. McKENZIE: It has. Your Honor, you should have a copy in your file.

THE COURT: Sir, please raise your right hand.

WILLIAM R. SIMPSON, JR., after having been duly sworn, testified as follows:

MR. WARNER: Defendant's Exhibits are right here?

COURT REPORTER: Yes, sir. Which one are you looking for?

MR. WARNER: I was looking for numbers one, two and three. I've got it.

MR. SIMPSON - DIRECT EXAMINATION BY MR. WARNER:

Q: Mr. Simpson, I'm looking at your new financial declaration. Do you have a copy of it?

A: Yes, sir.

Q: Turn to the last page, please.

A: Okay.

Q: Do you see where you say Plaintiff contends the LLC is not marital property, acquired before the marriage or a gift from W.R. Simpson, Sr.? Do you see that?

A: Yes, sir.

Q: Which is it? Did you do sweat equity as you've testified to on your exhibit six, based on this agreement, or did your father give it to you? Which one?

A: Well, I think it was both. I put sweat equity in it and, you know, it was part of him giving it to me.

Q: Yes, sir.

A: Or putting in my hard work out there all these years to acquire something. That's what I testified to earlier.

Q: Right. You worked during the marriage to acquire the asset, correct?

A: Yes, sir.

Q: Did you report any of the value of the asset on your tax return?

A: I didn't never have any idea how you report your

sweat equity in something. I don't know.

Q: Mr. Simpson, in 2000 the LLC was formed, is that correct?

A: Yes, sir.

Q: That's when the transfer was made of the property that had been in your father's name pursuant to exhibit six, your work, is that correct?

A: That's right. It went into a LLC and the LLC has never gained me any value or has never helped me gain any money. I've never borrowed any money on it.

MR. McKENZIE: Excuse me, Your Honor. I hate to interrupt but I think yesterday you had sequestered any witnessed or excuse me, you had sequestered any witnesses that were going to be in the court room. I think we have witnesses in the court room. I think there was a motion made by Mr. Warner to sequester any testifying witnesses.

THE COURT: Okay. Is anyone other than an expert --

MR. WARNER: The expert is here, Your Honor.

THE COURT: Okay. The expert can stay.

MR. McKENZIE: I didn't know who all was here. I just wanted to make sure about that.

Q: So, Mr. Simpson, you don't contend that the LLC was gifted to you, do you?

A: Yes, sir.

Q: So you contend it was gifted to you? Which one

is it? Did you work for it?

A: I did both.

Q: Or did your daddy give it to you?

A: I did both. I worked for it and then in part of working for it he gave it to me.

Q: What part did he give to you? What percentage?

A: I'm not sure exactly.

Q: Give me a percentage, sir. You said it's both. What's the percentage?

A: I guess 25 and 25.

Q: 25 and 25?

A: I guess he gave me 25% or, it's 50/50 is the way the LLC was drawn up. But you're telling me how much --

Q: How much of your 50% did you earn during the marriage and how much did your daddy give you?

A: I earned it all, I worked for it, and he gave it to me. I guess that's the way you want me to answer.

Q: So you can't give us a percentage, is that correct?

A: Fifty, fifty.

Q: So half of it was a gift from your father and half of it you earned?

A: No, sir. All of it I earned, and all of it he gave to me. I mean, that's the only way I can answer that. I don't know.

Q: So he gave you 100% and you earned 100%, is that correct?

A: Yes, sir. Which all of it still has debt on it as you're well aware of that.

Q: Now the LLC farm land is farmed and produces crops, does it not?

A: Not all of it, no, sir.

Q: Is any of the LLC land farmed?

A: Yes, sir.

Q: Does it produce crops?

A: Yes, sir.

Q: Has the LLC filed one tax return?

A: No, sir. That's what I was trying to tell you a few minutes ago. I've never gained any kind of financial borrowing power. I've never reported any taxes on it. I've never paid any taxes on it. And I have never had any kind of need to because all our stuff has been separated. It was just a formal agreement that we had entered into to make our agreement that we had in '89 standard for the liability coverage and all. I never gained anything other than having liability coverage covered for each one of us to not get sued or whatever.

Q: I heard that the other day. Now I want you to tell me where the money went from the crops that were produced from the LLC land?

A: It's been the same as it's always been.

Q: Where did it go?

A: We sold the crops together. My dad had the crops sold and we marketed them together so we could get a better price. You want me to try and explain it to you --

Q: What would the LLC --

A: -- I'm trying to explain it to you --

Q: What would the LLC --

A: -- again like I have in the past.

MR. ROBINSON: Your Honor, if he's going to ask him a question and he's trying to answer it, let him answer it. If it's not responsive, let him stop him. But this back and forth, you know, he needs to let the witness either answer the question or stop him.

THE COURT: Let me just say this. This Court Reporter can't take down two people talking at one time. I don't want to hear that again.

MR. WARNER: Got it.

Q: Mr. Simpson, how much production in money came out of the LLC's land last year?

A: I'm not exactly sure.

Q: You don't know. Is that correct?

A: Well I know it's reported.

Q: How much was it?

A: Our gross sales tend to, our gross sales on our

three crops that we grow --

MR. WARNER: Judge, I'm going to ask him to be responsive. I'm asking about the LLC property and I want to know how much the LLC, not the gross. I want to know about the LLC.

Q: How much out of the LLC?

A: I can't tell you without explaining it to you.

THE COURT: Proceed.

Q: Go ahead?

A: Our crops are all gathered together. We sell them together. I have property that's in my name. We have property that's together in the LLC. I have rented property. We pool all our crops together and we sell them as one unit. It goes into my dad's bank account. Then we figure how much debt and things we have to pay. And when that is done then we figure how many dollars per acre is valued at the end. We pay all our bills. And we've been able to pay our bills on our debt, our crop expenses and things of that nature. That's how we come up with our figure. I do not have an actual amount. But we sell about $350,000.00 gross. After you take out all the chemicals, land payments, fertilizer payments, equipment payments and everything that you take out of that, I don't know exactly what that figure would be. I report everything that I get, my income, to my tax accountant. And he reports everything that he gets to his tax accountant. Until now and

every time I've been on the stand I've told you and explained to you and the court the same way that we've done it. So that's the only way I can explain that we do it.

Q: Mr. Simpson, you left out your father's crops because those are also sold by him, are they not? He has separate land, doesn't he, and rented land?

A: Yes, sir, he sure does.

Q: So your crops from your land and --

A: I said all our crops.

Q: Well you only mentioned yours and the LLC. It's yours, your rented land, the LLC, your dad's, and your dad's rented land are all pooled, is that correct?

A: Yes, sir. When I said mine and my dad's, everything that was in the LLC is still in the LLC. At the ASCS office it's all under W.R. Simpson, Sr. Everything that's in my name, W.R. Simpson, Jr., is still there. Nothing to do with the LLC is in my name at the ASCS office reported either.

Q: How much was owed on your property in August of 2004?

A: It's under all the Pee Dee Farm Credit. My house.

Q: Where is the Pee Dee Farm Credit?

A: It's in one of these files that we give to the court.

Q: Show me on your financial declaration and tell the Judge, when you and your wife separated --

A: Okay, let's see --

Q: -- how much was the mortgage on your house?

A: $78,600.00.

Q: And you had increased it $50,000.00 in 2003?

A: I don't know.

Q: When did you increase it from $23,000.00 to $78,000.00?

A: 2002 we had the worst drought we ever had.

Q: I'm asking you a question, sir?

A: I'm trying to answer it.

Q: What date?

MR. WARNER: Judge, could I just get a date from this gentleman? I don't want to hear about 2002. I want to try to get through with him.

THE COURT: Answer the question, please.

A: I'm not sure, I don't recall.

Q: You're not sure?

A: Don't recall.

MR. WARNER: Your Honor, can he be allowed to explain the answer now?

THE COURT: Please explain your answer.

A: In 2002 we had the worst drought we ever had. We had four crops. We didn't gather hardly any money off of

those crops, for those three crops. And I had substantial losses between the store and the farm that I needed to borrow some money on. And I had a note due at the Bank of Clarendon so I borrowed some money on my house to try and pay the other debts I had incurred.

Q: Mr. Simpson, where are the receipts to show that you pay $300.00 a month or $3,600.00 a year for the insurance on your residence?

MR. McKENZIE: Your Honor, I think that's an inaccuracy. It says real property insurance. Residence is $300.00 a month.

MR. WARNER: Judge, this is not a witness and Counsel continues to attempt to lead this witness. This is his third financial declaration, second in two days with the same figure.

THE COURT: Answer the question, sir.

Q: Where is the receipt showing that your insurance to insure your house is $300.00 a month?

A: It would all have to be on the record.

Q: What record?

A: On the court's record. I've give all kind of bills to y'all. I don't know.

Q: Where is your receipt?

A: I don't know.

Q: Do you pay $3,600.00 a year for insurance on your

house?

A: No, sir.

Q: How much do you pay?

A: Probably around $1,200.00, I think, something like that.

Q: $1,200.00 a year? A hundred a month?

A: Just on my house, probably so. Yes, sir.

Q: Did you read this financial declaration before you signed it on the 14th and again yesterday?

A: I thought that all the figures were there. I didn't go through and back everything up because I told you before, a financial declaration, I hadn't ever really done any before. Just to try and borrow money. That was my only intent. I never knew I was going to be sitting in court here and you were going to be hounding me on every dot and every T and everything on that order. I don't know.

Q: Mr. Simpson, I asked you if you read it?

A: Yes, I looked over it.

Q: Did you read it?

A: I looked over it and looked down through it.

Q: And you swore to it, didn't you?

A: I signed it.

Q: Did you swear to it before a notary public?

A: Yes, sir.

Q: And you're telling the court you submitted this

as your sworn oath and you said your insurance on your house was $300.00 a month. And that's not true, is it?

A: On my house, no, sir. But I've got other insurance. I thought it was all under the insurance or whatever.

Q: So you have other real estate that you insure?

A: Yes, sir. Well, I've got insurance on my vehicles and such.

Q: No. Real estate, Mr. Simpson. Do you see this line, third line down, fourth line down, it says real property insurance residence. That's pretty clear, isn't it?

A: Yes, sir.

Q: $300.00 per month is not true, is it?

A: I'm not sure. I don't know whether that's exactly or, you know. These figures have got a lot of zeros on them. I know they got cents on them so I know they're not to the T, no, sir.

Q: Mr. Simpson, various land rental, $1,100.00 a month. That is an operating expense. I'm looking at your addendum, first page?

A: Yes, sir.

Q: That is what you pay annually for rent, is that correct?

A: Yes, sir.

Q: How much in crops do you have in the field or in

bins to offset those expenses?

A: I have none in the bins and none in the fields.

Q: So basically you have expenses and no assets to produce to show for them, is that correct?

A: All my stuff has been in my tax records, you know. When I sell a crop or whatever, we sell them and I report it on my taxes. But I do have to pay rent and we're planning on planting crops at the end of this month to pay for the land rent. That's how it goes.

Q: So, Mr. Simpson, there is no offsetting asset for the liability? You pay rent and you don't recoup it, is that correct?

A: No, sir. That's already in my taxes. I've reported all of my income.

Q: I see a land payment, the first one with Bank of Greeleyville land payment, $710.00. That $20,000.00 was owed to them when this case first started in 2004. You haven't been paying $710.00 a month, have you?

A: Yes, I guess if you figure it I have.

Q: No, sir. Can you show me where you've been paying Bank of Greeleyville, you gave me your records, where you've been paying Bank of Greeleyville $710.00 a month?

A: I paid it on an annual deal. And then when you break it down 12 months, I guess that's how it was figured out.

Q: That's per year then? You pay $710.00 a year?

A: No, sir.

Q: A month?

A: Yes.

Q: Where are the records that show you paid $8,400.00 to Bank of Greeleyville?

A: I guess they're in the records.

Q: You don't know where they are?

A: Bank of Greeleyville would have them or either y'all would have them. I mean, everybody's got them seems like in this case.

Q: Look at the second one. Bank of Greeleyville two, land payment number two, $900.00?

A: Yes, sir.

Q: You pay that every month to the Bank of Greeleyville?

A: No, sir. I pay a yearly thing and if you break it down that's what it comes up to.

Q: Okay. So you pay the Bank of Greeleyville $10,800.00 a year?

A: I'm supposed to. This year I paid them $8,200.00 I think.

Q: That's the same as exhibit two where you borrowed the money to pay for your attorneys fees, the attorneys fees in the contempt action, and to pay your former wife the

$37,500.00, is that correct?

A: All of that would be under that expense, yes, sir.

Q: So it's really not a land payment. That is a repayment for money you've borrowed to do what the court told you to do, correct?

A: No, sir. I'd like to explain that. All of the property that I have is an asset. And it's not a liquidable thing that I have money that I can go pull the money out of the ground. So I have to borrow the money on the property which is an asset to be able to give it to y'all. And that's what I done to give y'all the money.

Q: That was not in existence at the time that you and your wife separated, was it?

A: The land was, yes, sir.

Q: No, sir. The debt, Mr. Simpson. The debt was not there, was it?

A: There was debt on the land, yes, sir.

Q: How much debt was on the land before you took out this loan after you separated as shown in exhibit six? Excuse me, Exhibit two? Do you know?

A: Not without looking at it, I don't think so.

Q: Alright, sir. Clarendon Hospital, $2,500.00. Do you have insurance on these children?

A: Yes, sir.

Q: And you owe Clarendon Hospital $2,500.00?

A: Yes, sir.

Q: For what?

A: For insurance, things that insurance didn't cover.

Q: What were the children in the hospital for?

A: My little girl was very sick and she had like a virus. The doctor said that her esophagus, she had got so weak they had to her on IVs and her esophagus had closed up and she couldn't get any fluids down her throat.

Q: When did that happen, what year?

A: Probably without looking I'm just guessing around 2002.

Q: 2002?

A: Somewhere or 2003.

Q: You still owe the hospital $2,500.00 from 2002?

A: Yes, sir.

Q: Now you've got the appraisals down here, the $6,800.00, we know about that. Cody's braces of $250.00 and you owe $1,400.00, is that right?

A: I'm not sure about that. But I think that was in the evidence of how much it was. We couldn't find it in the paperwork. But I do owe. I don't have dental insurance for Cody's braces. That's why I got different insurance.

Q: Look at page two where it says dental, $200.00 a

month. Are you telling me you spend $2,400.00 a year at the dentist?

A: I sure have with this dentist, braces.

Q: For what? Braces?

A: Yes.

Q: Well if the $200.00 up here is for braces and dental, what's the $250.00 down here for? You've counted it twice, haven't you?

A: No, sir. I think this is just an addendum that goes with the report on the front, I think. I'm not sure.

Q: If all those are included in your installment payments, Mr. Simpson, and you're showing the Judge here under oath that you're paying $200.00 a month for dental care, who is your dentist?

A: I got Dr. Robinson in Summerton and Dr. Rawlingson or Dr. Colter in Sumter that does braces and stuff.

Q: Between the two you have paid over $5,000.00 in dental bills in the last year?

A: No, sir.

Q: How much have you paid?

A: I said it's about $250.00.

Q: About $250.00?

A: A month, yes, sir.

Q: A month. So we really shouldn't be double counting Cody's braces, should we?

A: I don't know if you are really. I don't know.

Q: Well tell me, and I don't mean to belabor this --

A: Is this addendum something to add to this or exactly what?

Q: Do you know what the addendum is, Mr. Simpson?

A: It's supposed to, yes, sir. It's supposed to show the response to the first part of the financial declaration, I think. I'm not sure.

Q: You're not sure what it is?

A: I thought that's what it was. But here you're trying to tell me I'm adding things twice or something and that's why I'm trying to figure. I don't know.

Q: Okay. Let's talk about the Helena Chemicals. You owe them and you owe the milling, those are operating expenses also, correct?

A: Yes, sir.

Q: And your father will pay those bills, will he not, when you sell all of your crops?

A: No, sir.

Q: I thought you told me you sold all your crops, you pooled it, and your daddy paid all the expenses?

A: He does pay a lot of the expenses but there's a lot of other things. My dad just don't, he don't run my life on everything I do. I mean, we do things all together all the time. I mean, all kind of different things. If he's got a

starter that's tore up I'll take it and get it fixed. He don't sent a check. Sometimes I do things. And I mean, that's kind of the way we've always done things.

Q: Mr. Simpson, if you're paying Helena Chemical $5,184.00, Orangeburg Milling $2,160.00, that's for seed, isn't it?

A: Yes, sir.

Q: And Helena Chemicals $1,572.00. You're doing that so you can put the crops on your land, correct?

A: Well some of it is. Some of it is for food plots and stuff and power lines and things like that. A lot of different things go into that.

Q: You put chemicals and seed on power lines?

A: Yes, sir. On a couple of places we plant power lines for wildlife and all.

Q: Okay. So but the crops are derived -- are you telling me that these expenses don't go toward building your crop that you turn over to your daddy to be sold?

A: Yes, sir. I mean, everything goes towards that. Then he pays me and I have all that expense that I have to pay out. And I report it on my taxes to my accountant.

Q: So, Mr. Simpson, Helena Chemicals, Helena Chemicals, the Milling, Orangeburg Milling, when you sell your crops you give those crops to your daddy. He sells them all?

A: We sell them all together.

Q: You sell them all together?

A: Right.

Q: All the money comes into his bank account?

A: Right.

Q: He pays the expenses?

A: Not all of the expenses, but he pays the land payments that's all in the LLC. He pays all of those land payments. And I guess he pays the taxes and stuff on all of the land. I don't pay any taxes that's on the LLC property because I never, like I told you, I never gained any value on it. So all of the taxes at the court house and all is the same like they've been coming the whole time before we ever did this LLC or anything. The records show that if you go to the court house. It pulls up my personal property and my dad's personal property. It don't say W.R. Simpson Farms, LLC, you owe this amount of money on taxes and it's 50/50 for Bill, Jr., or Sr., or whatever.

Q: Right. And these operating expenses then are not reimbursed to you even though your father, you pool your crops and sell them, but you don't get that back?

A: Well, I mean, I get it back when I sell my crops. And I have to pay other bills every time they occur.

Q: Yes, sir. Now, Mr. Simpson, you testified the other day that you borrowed $50,000.00 from your father?

A: Yes, sir.

Q: And you owe him $50,000.00?

A: Yes, sir.

Q: Where is that on this financial declaration?

A: I don't know.

Q: Sir?

A: I don't know.

Q: Well you testified under oath you owed him $50,000.00?

A: Yes, sir.

Q: Where is it?

A: I don't know if it's on here. It might be something else I need to add.

Q: Something else you need to add? Do you need some more time for this?

A: I don't think we could ever get it straight with you going over it the way you're going over it. I don't know. It may already be in there as land payments.

Q: At the time that you and your wife separated in August of '04, how much did you owe your father?

A: I think Mr. Hobbs had testimony that I owed him $48,000.00 or $44,000.00 something dollars, something like that.

Q: I'm asking you, Mr. Simpson, how much did you owe your father?

A: Probably close to $50,000.00.

Q: Did you pay that back?

A: No, sir.

Q: Is that the same $50,000.00?

A: No, sir.

Q: So he's loaned you another $50,000.00?

A: Pretty much in a operating loan, yes, sir.

Q: Right. So now you owe him $100,000.00?

A: Probably so, yes, sir.

Q: You owe him $100,000.00?

A: Yes, sir.

Q: Where is that on this financial declaration?

A: It's not on there.

Q: That's part of what you need to run your operation, isn't it?

A: Yes.

Q: You've never paid your daddy back anything, did you?

A: Yes, sir.

Q: You can't show one check where you've ever repaid anything to your father that's shown as a loan, can you?

A: Yes, sir.

Q: Where? Show me a check?

A: I don't have it with me.

Q: Don't have it with you?

A: Yes, sir.

Q: Okay.

A: I'd just to like to say if I could say anything, Your Honor --

THE COURT: You need to respond to the questions.

A: Okay.

Q: Show me on your financial declaration, sir, where you've listed all the real estate you own? On the addendum, where is a listing of all the real estate that you own?

A: I don't see it on the addendum, but that's in the appraisal. And if that's on the appraisal then that's where the listing would be.

Q: So it's not listed on here, is that correct?

A: The value, I think, is.

Q: Is each parcel listed on the addendum to this new financial declaration?

A: I think it's in the evidence under the appraisals of the property that I own.

Q: Mr. Simpson, is it listed on the financial declaration that you signed on the 15th of February?

A: Yes, sir, it's listed.

Q: Where is a list of each parcel of property that you own and it's value and the debt?

A: I guess it would be value of real estate.

Q: So it's not listed individually, is it?

A: It's listed in the appraisals.

Q: Is it listed on this financial declaration, sir?

A: I don't see it on the addendum.

Q: It is not here, is it?

A: No, sir.

THE COURT: I thought that's why we were redoing this?

MR. McKENZIE: Your Honor, we put an asterisk, it says appraisal fees, joint exhibits one through six.

THE COURT: Aren't you going to make this easy for me?

MR. McKENZIE: We did that in a total figure on here, Your Honor.

THE COURT: I don't need the total figure. I need the name of the real estate, how much it was worth when you bought it, what the fair market value is, what the debt is, and what the total equity is. And the number, what it was at the date of filing. I mean, I need that on each piece of real estate, each asset. That's what I need to figure out this case

MR. McKENZIE: I understand, Your Honor. We had an order from Judge Young that said the appraisals were to be done and that would be the values.

THE COURT: Let me tell you something. Judge Young is not hearing this case.

MR. McKENZIE: I understand, Your Honor.

THE COURT: I'm hearing this case and that's the way I want this financial declaration done, like I get them in every case. Detailed. We're going to throw this financial

declaration out and you all are going to provide me with a new one. I guess there's going to have to be some time in the future that I'm going to have to come back here to finish hearing this case so they can again cross examine him on the new financial declaration that lists the assets, lists the debts.

MR. McKENZIE: Your Honor, can I just say for the record, I understand what you're saying. I appear before a lot of Family Court Judges and every court Judge wants it differently. And I was trying to comply with what Judge Young had told us to do. I understand that you want it done a different way. And this is how it was actually done in the Sr.'s case because that's the way Judge Turbeville wanted it done. I understand how you want it done now. I did not understand that before. I thought if we had an asterisk saying that the exhibits were already in the evidence then that's how you wanted it done. I just must have misunderstood you.

MR. WARNER: May it please the court. Judge Turbeville didn't want it done the way they did it. Judge Turbeville's order which is exhibit ten talks about the torturous task that the had of ferreting out the real estate because they had provided nothing through discovery and everything was combined. So Judge Turbeville did not want it done that way. Judge Turbeville had to go through and arduously pull every

piece out. And it's set forth in his decree if Your Honor will read it. And we're going through the same exercise with this gentleman because of the combination of the two things to confuse the issues in an attempt to basically take money away from the Defendant in this case.

MR. McKENZIE: Your Honor, we'll be happy to comply with what you want.

THE COURT: Let's go off the record.

(Off the record)

THE COURT: Attorneys approach the bench. This is what I want filled out on every asset.

MR. McKENZIE: Yes, ma'am.

THE COURT: I'm not going to decide this case until I get it.

MR. McKENZIE: Yes, ma'am.

THE COURT: Any questions?

MR. WARNER: Judge, we don't have any. The question we do have is we think it needs to be looked at as of 2004, the date of separation.

THE COURT: Absolutely. Date of filing.

MR. McKENZIE: Yes, ma'am. And they do have access, Your Honor. They haven't filed that either. But we want to get to that in her case but that's --

MR. WARNER: We have no assets.

MR. McKENZIE: We'll get that, Your Honor.

THE COURT: Can we proceed with the remainder of the case and talk about this?

MR. McKENZIE: Yes, ma'am.

MR. WARNER: I understand they rest other than this?

MR. McKENZIE: Yes.

THE COURT: You may step down, sir.

MR. ROBINSON: They're going to call him at a later date whenever we get this done?

THE COURT: Yes.

MR. ROBINSON: And we'll have a right to --

THE COURT: Yes.

MR. ROBINSON: That's fine.

THE COURT: Call your next witness, please.

MR. McLAREN: I call Mark Hobbs, Your Honor, the CPA.

MARK HOBBS, after having been duly sworn, testified as follows:

THE COURT: Thank you. Have a seat. You may proceed.

MR. McLAREN: Thank you, Your Honor.

MR. HOBBS - DIRECT EXAMINATION BY MR. McLAREN:

Q: Would you give us your full name, please?

A: Mark Thomas Hobbs.

Q: What do you do for a living?

A: Certified Public Accountant.

Q: How long have you been a Certified Public Accountant?

A: I've been practicing since May of 1979.

Q: Can you give me, if you would, the benefit of your educational and professional training?

MR. ROBINSON: Your Honor, if it will save time, we will stipulate that he's an expert in this. He was in the other trial. I know that's where they're headed. Just to save time we'll stipulate.

MR. McLAREN: With that accepted I just want to have the court get a little bit of flavor of his experience.

Q: Go through that quickly if you would?

A: I'll be glad to. I finished Clemson University in May of '79. I went to work with Earnst and Winnie who is now Earnst and Young, worked there for about eight years. I was a senior audit manager at the time. I started my own practice in 1986. Since 1986 I've done primarily test type work, forensic. I got involved with forensic accounting in 1987 with the RTC cases with the savings and loans. And I've been doing more and more litigation support type cases, fraud, forensic accounting. I probably spend about 20% of my time a year on that. I'm not a full time expert but I probably spend about 20% of my time on those type cases.

Q: Have you been accepted by the family court as an expert CPA in dealing with financial matters arising from divorce cases?

A: Yes. I've always been accepted. My forte comes

more into audit trails rather than the interpretation of any types of property. My background is more in the flow of documents.

Q: Were you accepted as an expert and a CPA expert in the Simpson, Sr. divorce case?

A: Yes, I was.

Q: Did you testify in that case?

A: Yes, I did.

Q: Was your testimony accepted by the court?

A: Yes.

Q: Are you familiar with that case?

A: Yes.

Q: Are you familiar with the decree that was issued in that case?

A: Yes, I am.

MR. McLAREN: I assume that Mr. Hobbs is accepted by the court as an expert?

THE COURT: Certainly.

Q: What did you review in this case?

A: Well we have spent an enormous amount of time in both of these cases. Matter of fact, our three boxes are over there against the wall. I have prepared a list of those documents for the court and maybe it would be best if I just share those documents.

Q: That would be good. Let me have three copies of

that if I could.

A: Here you are.

Q: Is this a list of what you reviewed in connection with this case?

A: Yes. I think it's a fairly comprehensive list. I did have emailed to me last night the revised addendum that was subject to that previous testimony and I looked at that this morning. I did not add that on here. But there may be something else that I've looked at, but this is a comprehensive of a list as I can think of.

MR. McLAREN: We offer the list of items reviewed by CPA.

THE COURT: Any objection?

MR. ROBINSON: Not yet, we're reviewing this now.

MR. McLAREN: That would be Defendant's --

COURT REPORTER: Thirteen.

(Defendant's Exhibit Thirteen was Admitted into Evidence)

Q: Now, sir, what was your mission in this case, things that you were asked to do and that you did?

A: Well, and I take it when you're talking about this case we're referring to Simpson in general or they're kind of related.

Q: Well let's start with Jr.'s case, this case we're in the court room on?

A: Well this is really a by-product of that other

case that was Simpson, Sr. And what I was asked to do is review the tax returns, the financial information, and try to figure out how Mr. Simpson, Jr. had been able to acquire all the real property he had. Both, not just the Simpson, LLC because we know that came through this barter arrangement. Some other arrangement that was described in the decree. But basically look at these other acquisitions that he had made in light of his other expenditures.

Q: Did you also compare the various financial declarations that Mr. Simpson, Jr. had provided to the court?

A: Yes, I did.

Q: Did you prepare an exhibit relating to that comparison?

A: I did.

Q: Do you have three copies of that for me, please?

A: I did an exhibit that compares the August 3rd, 2004 declaration which is, what my understanding is, the date of filing. And one dated July 27th, 2005. Then I added another column to try to recast what I thought maybe the amount should be based on recent information I had received since I was provided those original declarations.

Q: This chart is your work product?

A: Yes, it is.

MR. McLAREN: We offer the chart.

THE COURT: Any objection?

MR. ROBINSON: Your Honor, I'm assuming the date at the top is the date he prepared it, February 14th, 2006 and that's why we haven't been provided it prior to now.

MR. McLAREN: Well we did provide it to you.

MR. ROBINSON: When?

MR. McLAREN: We faxed it to you on the day we got it.

MR. ROBINSON: Was that February 14th, 2006?

MR. McLAREN: Yes, sir.

A: I was actually working on it Monday in light of getting ready for -- well, excuse me.

MR. ROBINSON: Is there an additional schedule that goes, the only question I've got is it says recasted amount, it says see schedule --

MR. McLAREN: We'll get to that.

MR. ROBINSON: Okay.

THE COURT: Has this been placed, has this been marked?

COURT REPORTER: It would be fourteen if --

MR. McLAREN: Defendant's fourteen, Your Honor.

THE COURT: Defendant's fourteen. Next question.

(Defendant's Exhibit Fourteen was Admitted into Evidence)

Q: Mr. Hobbs, looking at Defendant's Exhibit Number Fourteen, could you explain that chart, please?

A: Well the first column there is just copying over the financial declaration prepared by Mr. Simpson from August 3rd, 2004 and then July 27, 2005. Then I was trying to make

some sense out of the -- that's what those first two columns come from. The third column I tried to footnote where I was getting my information from and my basis for the third column. I used the most recent declaration of Mr. Simpson, Jr. and all of his financial declarations to the financial institutions always had crops in the field as crops in progress. And what I did was, I took five or six of those declarations or those financial statements he provided to the banks and I took an average of those five or six. And I came to the $46,000.00 number and I rounded down to $45,000.00 as crops in production which seems to be what he was running it on his personal statements.

Q: Let me stop you there for a second. This case was filed, I believe, in August of 2004, correct?

A: That's correct.

Q: Are you familiar with farming operations?

A: Yes, I am.

Q: In what way are you familiar with it?

A: Well I grew up on a farm. I grew up on a tobacco farm not too far from here. And soybeans and corn. And in the months of August you have a lot of crops in the process of yielding. You harvest soybeans in November, in the fall. And you cut, I'm not sure what their makeup was. But generally in August you would have crops in the field. Obviously the wheat is in the winter. But it's a production time. You have crops

in the field in August.

Q: So if the court is trying to determine what the assets were at the time of the date of filing of this case, would it need, would the court need to include the crops that are either in the field or in the bins at that point?

A: Yes. I think the crops would have to be considered and you would also need to consider any production expenses that may have been borrowed to fund those crops.

Q: When you looked at his bank filed financial statements, Simpson, Jr.'s bank filed financial statements you found, as I understand it, an average of about $45,000.00 crops in the field or in the bins at or about that time?

A: Well those were the average. And a lot of those times were similar to the dates of filing. The times of those personal financial statements or applications were about the time of filing.

Q: Do you have an opinion as to what number the court should accept as the crops in progress or inventory at the time of filing in this case?

A: The best estimate that I have was that average of $45,000.00.

Q: In any of Mr. Simpson's financial declarations that he provided to this court did he list any crops in the field or in production or in the bins?

A: No.

Q: Now coming, and I'm on the third column now, we hit the $45,000.00 crops in production. Then real estate, $784,825.00. That relates to what?

A: That relates to the real estate which I had received appraisals. I got appraisals I think this past weekend. I'll pass those out. That's that schedule we were talking about.

Q: This schedule attempts to put in one place the listing of the various real estate at appraised values by the various appraisers.

A: That's correct. And it is very difficult to tell which debt is associated with which property. But I would like to be able to associate the debt with the property, too. But it's very difficult.

MR. McLAREN: I'm going to stop you there for a second. We offer this schedule, Your Honor.

THE COURT: Any objection?

MR. ROBINSON: No, ma'am. I believe that's simply a summary of Mr. Watson's values and then the LLC values from Judge Turbeville.

MR. McLAREN: That will be I believe, Defendant's fifteen.

(Defendant's Exhibit Fifteen was Admitted into Evidence)

Q: Holding Defendant's fourteen which is the comparison of financial declarations and Defendant's fifteen,

that relates to the line item of $784,825.00 that appears in your third column, correct?

A: That's correct.

Q: And these include the real estate that's been appraised by the appraiser. Is that correct?

A: That is correct.

Q: Is there also a number in here for the Simpson LLC number of $299,825.00? That's in Defendant's Exhibit Fifteen, the last item.

A: That's correct. That was from the order issued by Judge Turbeville.

Q: Could you explain that, if you would, please?

A: Well the LLC, that was an item that we spent a lot of time talking about with the Simpson, Sr. case. The LLC was started in 2000 supposedly. It started operation, I think in 2001 even though the LLC was formed in 2000. Multi-member LLC is supposed to be taxes and partnership. And partnership tax returns have never been filed on this LLC. As I heard Mr. Simpson, Jr. testify a minute ago, the property is still deeded to the original transfer, the original owners. They've never even transferred the real estate at the court house into the LLC if I understood his testimony right. So that LLC for tax purposes, and that would address a lot of the issues we're having in this case, because the LLC would have an operating agreement or a partnership agreement that would discuss how

things should be allocated and how things would be accounted for rather than being just kind of, very, it leads us to think from an auditor or from an accountant standpoint that they are able to interpret or put money wherever they want to suit their needs. There's no rhyme or reason to it. It's very difficult to trail. That's one of the reasons why we've had so much time looking at the flow of cash and the flow of checks and the flow of funds and whether monies are loans or whether monies are advances. Are they really sharing in crop revenue? That's been a challenge on this particular case.

Q: Do you have an opinion as to how the tax return should have been filed for the LLC?

A: Oh, yes.

Q: What is your opinion?

A: A partnership tax return should have been filed for that LLC and each partner should have received a K-1 reporting their income or expense just like a partner in any business venture. That really would have happened. Because I don't really believe that this LLC has much legal protection. I know it's a legal decision because they haven't operated as a separate entity. They've operated like they always have.

Q: The assets as I understand it that went to the LLC, those were, that was done in 2001 if I recall correctly?

A: That's correct.

Q: The 2001 individual tax return by Simpson, Jr.

was amended, correct?

A: Yes, it was amended.

Q: Could you give us the history of the original '01 return, what happened after that that pre-dated the amendment in terms of why it got amended, and then what they did on the amendment, and whether that was even correct?

A: Well the 2001 return, I think in discovery in the other case it was pointed out there were some timber sales that had not been reported on the tax return. In addition to the timber sales there was an acquisition of some real estate that had been expensed for about $14,000.00 in an earlier year.

THE COURT: State that again?

A: There was an acquisition of land that had been expensed on the farm schedule F and it appears --

Q: Let me stop you right there. When you say land acquisition was expensed on the schedule F part of the tax return, that means it was lumped together with what?

A: No, it wasn't lumped. That's what made it stand out. As I recall it was a separate line item on that tax return that said land purchase.

Q: That was included with --

A: An expense.

Q: With what other things that they were expensing off?

A: That's correct.

Q: What was it included with?

A: It was a separate line item as an operating expense. It was considered an operating expense of the farm.

Q: Now, is the acquisition of land, the payment to buy, the purchase price for land, an operating expense?

A: No, it is not.

Q: What is it?

A: It is a capital acquisition. You cannot expense the purchase of land. I think as we will go through my next schedules, I think that's what's been happening with Mr. Simpson, Jr. I think any time he buys --

MR. ROBINSON: Your Honor, I'm going to object to that unless he's going to offer that to a reasonable degree of certainty.

MR. McLAREN: I withdraw that question.

Q: What I want you to do is stick with, make sure the court understands what they were doing tax wise?

A: Well we saw a $14,000.00 land expense reported on the schedule F. To my knowledge that return has not been amended. That is also listed in the decree issued by Judge Turbeville. In addition, in 2001 they amended the return to report the timber sales. It's my understanding from reading the deposition, the land had recently been acquired. And most accountants, most tax preparers would use the cost basis to

equal the sales price on the timber. Because whenever you would acquire the real estate you would acquire both the land and the timber. So if you bought a piece of property you would let it wash. In other words you would report the cost basis for the timber to be the same as the sales price. If it had been recent transaction. In this particular case the tax preparer took the cost basis of the land and used it as an expense item and produced a capital loss on the amended 2001 tax return.

Q: Was that appropriate?

A: No, sir.

Q: What should have been done?

MR. ROBINSON: Your Honor, can I ask what the relevance of this is? If we've got all the property identified in value, what does this 2001 tax return have to do with the value of the property at the date of filing in 2004? And I mean, if they can connect, that is my objection as to the relevance.

MR. McLAREN: In the beginning of the testimony Mr. Hobbs testified that we spent a great deal of time trying to figure out what his income was, how he acquired assets, how the cash flow went and tried to untangle all of that. And that's what it goes to.

THE COURT: I don't think I can do this case without it. Proceed.

MR. McLAREN: Thank you, Your Honor.

Q: So in your opinion how should that have been reported?

A: It should have been reported as a wash. The income and expense, it should have been on a capital, they put it on the right schedule as a capital transaction. But the sales price probably should have equaled the cost of the timber, I mean, they should have adjusted their basis for the land for the timber they sold. But they produced a capital loss. They produced, it's like a $7,000.00 capital loss from the sale of timber that was recently acquired, which was acquired in the same year. And I think from listening to Mr. Simpson, Jr. speaking earlier, that he thinks anything that is --

MR. ROBINSON: Your Honor, I'm going to again object to that. That's speculation.

THE COURT: Sustained.

Q: Do you have an opinion as to the approach used by Mr. Simpson on that tax return?

A: Well I think Mr. Simpson's approach is he just gives everything --

MR. ROBINSON: Your Honor, unless he's going to lay some foundation what he thinks Mr. Simpson thought when he filed that return --

MR. McLAREN: I'll rephrase the question.

Q: What was the approach taken on the tax return and how did that differ from the way it should have been dealt with?

A: If it was a dispersement it was an expense regardless of the character.

Q: Okay. Now I want you to assume for the purpose of my question Mr. Simpson testified on Tuesday that in several transactions he would buy the land, sell the timber and use the timber to pay a portion of the purchase price for the land. Thereby limiting what he had to pay out of pocket. Assume that to be correct in terms of what he testified to. Did you look through Mr. Simpson's tax returns?

A: I have.

Q: How many transactions did you find where he reported the sale of timber to pay the purchase price for anything, including land?

A: The only one I could find was that amended return in 2001 that reported that huge capital loss.

Q: Now if Mr. Simpson in fact on several transactions bought the land, cut the timber and then applied the timber sale proceeds to the purchase of the land, what does that mean?

A: It means he's got, he's possibly got a lot of income out that has not been reported.

Q: Now go with me if you would, we are talking again

we're going back and forth between Defendant's Exhibit Fourteen and the other exhibits you've prepared. The next item we talked about was the $170,000.00 right after the $784,000.00. What is that on Defendant's Exhibit Fourteen?

A: Yes. That is an estimate of his equipment, his farm equipment. Again those estimates, and his vehicles, those estimates were again derived from his financial statements that he provided to financial institutions.

Q: Do you have an exhibit on that?

A: Yes, I do.

Q: Which one is that? Is it this one? Do you have two of those?

A: Yes, I've got one more coming.

Q: Were these prepared by you?

A: Yes.

Q: Are these basically balance sheets that you've constructed from the bank filed financial statements that Mr. Simpson, Jr. provided to the Pee Dee Credit Union?

A: That's correct. There in essence abstracts from his personal signed financial statements that were part of the record.

MR. McLAREN: We offer this balance sheet.

MR. ROBINSON: Your Honor, was this also provided?

MR. McLAREN: It was.

MR. ROBINSON: And this was prepared recently by Mr.

Hobbs?

MR. McLAREN: Yes.

THE COURT: This is Defendant's sixteen.

(Defendant's Exhibit Sixteen was Admitted into Evidence)

MR. ROBINSON: Your Honor, if these are direct reproductions of information from those financial sheets I would just ask if he has those sheets that they came from just so I could compare them.

MR. McLAREN: I think they were produced to us from them. So they should have them.

MR. ROBINSON: Well, Your Honor --

MR. McLAREN: Or if we subpoenaed them we would have given them a copy of them. But I'll be glad to ask Mr. Hobbs if he brought those along.

MR. ROBINSON: Thank you.

A: I've got them. I think they were, I don't know if I have got enough copies for them.

MR. McLAREN: Do you remember the exhibit number?

MR. WARNER: Defendant's Exhibit Number Two. They're already in evidence.

MR. WARNER: Yes, they're in evidence.

THE COURT: Those are the financial statements that were used?

MR. HOBBS: Yes, that's is.

Q: Do you have a copy of that I could give to the

other attorney?

MR. WARNER: Does the court have a copy? I thought we gave you one but if we didn't --

THE COURT: I do have that.

Q: Let's go to Defendant's Exhibit Sixteen if we could, Mr. Hobbs. I know we were talking about $170,000.00 in other property on Defendant's Exhibit Fourteen. But I want you first to give the court kind of a global view of Defendant's Exhibit Sixteen explaining how you set it up and what it represents?

A: Okay. This represents the financial statements that Mr. Simpson, Jr. had provided to the Pee Dee Credit Association. And the dates that they were provided are across the top. And I just abstracted the information that he had provided to them in the nature of his assets, his liabilities, and that's what that represents. You can see one of the items we talked about earlier was the ag products on hand.

Q: That would be under current assets?

A: That would be under current assets. I just took a simple average of all of those and came up with $46,537.14 and I used $45,000.00. The equipment that you're referring to under long term assets, machinery and equipment, you can see since 2001 Mr. Simpson, Jr. has been showing he has $150,000.00 worth of equipment. And $20,000.00 worth of vehicles. So I just used those two numbers as part of this

recasted column.

Q: That would be in the nature of the other property that's on Defendant's Exhibit Fourteen?

A: That's correct.

Q: That kind of in the middle of the page on Defendant's Exhibit Fourteen on the right-hand side. That would be the average of the farm equipment and the vehicles that Mr. Simpson, Jr. had listed on his bank filed financial statements with Pee Dee?

A: That's correct.

Q: Now, sir, looking at liabilities on Defendant's Exhibit Sixteen, on the left-hand side, liabilities, it says Tuomey Collection, charge cards, installment loans and that sort of thing. Explain that to us if you would?

A: Well I didn't spend a lot of time with those. Those are just as they were shown on his financial statement. They were liabilities that he had reported to the lenders at that time. I did not spend a lot of time auditing or verifying those numbers.

Q: On the average looking at '99 through 2003 it appears, what would you say the average total liabilities were there Mr. Simpson, Jr. reported to the bank?

A: Average total liabilities for the years we're talking about is somewhere in the probably in the $65,000.00 range.

Q: Now did Mr. Simpson, Jr. in discovery or on any of his financial declarations provide us with data to show this court the debt that he had as of the date of filing?

A: No.

Q: Were you able to make that determination?

A: I have not been able to finalize that. I'm having the same frustration. No, I have not.

Q: The best evidence you have at this point is what? Of the debt that existed?

A: These personal financial statements or either one of these recasted declarations. I'm uncertain. You know, I would be tending to go with the balance sheet off of the declarations to the financial institutions as long as that included the debt to the credit association. Maybe that doesn't include that debt. I'm uncertain exactly what it would be.

Q: On your schedule you have here total property is right at about a million dollars on Defendant's Exhibit Fourteen?

A: (Non-verbal response).

Q: $999,995.00?

A: That's correct.

Q: Then you have the Pee Dee Credit of $157,000.00. Where did that number come from?

A: That came from the July 27th declaration, but I'm

uncertain about the total debt.

Q: So you just recast that from what Mr. Simpson, Jr. said on his financial declaration, but you don't vouch for the veracity of that?

A: No. I haven't been able to get satisfied with the debt.

Q: If you assume there is $157,000.00 in debt, just for the sake of talking about it, that would give Mr. Simpson, Jr. a net worth of $842,995.00?

A: That is correct.

Q: Do you have an opinion as to whether or not the assets that are listed that make up that net worth are marital or non-marital?

A: I have.

Q: And by that, that were they acquired during the marriage?

MR. ROBINSON: Your Honor, I'm going to object to that net worth opinion by Mr. Hobbs. As he said, he's assuming there's are $150,000.00 in debt. He has testified that he has not been able to determine the debt. If we let it in I just want it qualified that it is under that assumption. There has been no proof that that is the debt or the only debt and therefore the total net worth, his opinion is skewed by that.

MR. McLAREN: Your Honor, I thought I made that clear in my previous question.

THE COURT: You did. I will tell you it's the best evidence I've heard so far. If you all don't find me anything better, that's it.

MR. ROBINSON: I understand. I'll make sure.

Q: Now based upon the evidence that you reviewed of these assets being acquired during the marriage, do you have an opinion as to whether or not they are marital or non-marital based upon that definition?

A: Based on my understanding of the definition, which I realize it's a legal definition, I don't know any reason why they're not marital.

MR. ROBINSON: Your Honor, could he offer what his definition of marital versus non-marital is?

Q: What do you understand marital property to be?

A: Marital assets are assets that are accumulated during the marriage.

Q: Now, sir, Mr. Simpson, Jr. you heard him. You were in the court room when he testified earlier that the property acquired in the LLC came 100% from his sweat and work during this marriage. Did you hear that?

A: Well I heard him say that.

Q: Let me finish. Just stay with me. Don't get ahead of me. Did you hear that?

A: I heard that.

Q: Did you also say that 100% of those same assets

that he got through his sweat, 100% of them were transferred from his father to him?

A: I did hear that.

Q: Now did you in this case or the prior case see any gift tax returns filed by anybody to verify that it was a gift rather than something that Jr. acquired through marital efforts during the marriage?

A: No.

Q: Now going back to Defendant's Exhibit Sixteen, is there anything else of significance on that schedule that we need to discuss with the court?

A: No.

Q: I believe that finishes up Defendant's fourteen which basically analyzes the financial declarations and reconciles them?

A: That's correct.

Q: Now what is the next exhibit that you have there for me?

A: I have an exhibit that analyzes the income tax returns of Mr. and Ms. Simpson and then for the separate return for Mr. Simpson.

Q: Have you got one more of those?

A: Yes, I probably do. There you go.

Q: Did you prepare this from your review of the tax returns?

A: Yes, I did.

MR. McLAREN: We offer this into evidence.

THE COURT: Defendant's seventeen. Any objection?

MR. ROBINSON: Just a minute, Your Honor. I haven't seen this.

MR. McLAREN: Any objection, guys?

MR. ROBINSON: No objection, Your Honor.

(Defendant's Exhibit Seventeen was Admitted into Evidence)

Q: Now, Mr. Hobbs, looking at Defendant's Exhibit Number Seventeen, the spreadsheet of the tax returns, could you explain that for us?

A: Yes, basically challenged with the idea of trying to figure out how Mr. Simpson acquired this real estate during the marriage I went back through his tax returns. The IRS calls this technique kind of a net worth approach to figuring out what an individual's income should be. And I tried to figure out and compare what the assets they've had a period of time versus what they started with. Here I looked at ten years, from 1995 to 2004. I've abstracted the information off their tax return, both the joint tax return through 2003 and then married and filing separate for 2004 to see if I could figure out how Mr. Simpson was able to acquire the real estate that he has.

Q: What conclusion did you come to?

A: The conclusion I came to is that Mr. Simpson,

Jr.'s tax returns do not support the fact that he could acquire that real estate.

Q: Okay. Now what was his average reported income?

A: His average total income for those ten years was $19,901.00.

Q: That's that number that's extrapolated out to the right side?

A: That is correct.

Q: What was his adjusted gross income average?

A: His adjusted gross income was $18,893.90.

Q: What's the difference definitionally from adjusted gross income and total income?

A: There are certain adjustments that the taxing authorities allow you to have such as an adjustment for any self employment tax, for an individual retirement plan contributions. He didn't have a whole lot of those. His main adjustment was the self-employment tax that you have to pay on farm. Then he had self employed health insurance for one year.

Q: What was his resulting taxable income?

A: His average taxable income, his average taxable income for these ten years was $1,700.50.

Q: How does taxable income differ from adjusted gross income?

A: Well taxable income reduces it for your itemized

deductions and any personal exemptions that you claim on your tax return.

Q: So if he got his total income in, paid his taxes and got down to his taxable income, which one of those numbers would be the number that would be available for him to pay his personal expenses for his family, cars, trucks, insurance, that sort of thing, and to acquire assets?

A: Well the number that he would use to really do that would be the adjusted gross income. About $19,000.00. There's not much difference between that from his total income.

Q: Okay.

A: That would be what he would have to pay his personal living expenses, his private school tuition, and everything else that he would incur.

Q: Now did you take a look at his expenses, what he pays out a month?

A: I did. I looked at those financial declarations, plus we actually had his check registers and we scheduled out his check registers for a period of time. His personal expenses greatly exceeded this amount of money.

Q: In terms of the money going out the door?

A: That's correct.

Q: Do you remember any big items that he paid on a recurring basis? Private school, that sort of thing?

A: Private school was probably one of the biggest items I saw.

Q: How much was that?

A: I can't remember the exact amount but it's substantial.

Q: The court has to make a determination as to child support . And the court is required to use Simpson, Jr.'s gross income after business expenses to put in the calculation. Which number out of all of these numbers should the court use for that purpose?

A: It would probably be adjusted gross income. I mean, it's around $19,000.00.

Q: $19,901.10?

A: Probably that, well that number is total income. But that number is probably the number you would use.

Q: Okay. Now what is the next exhibit that you have for me?

A: I have an exhibit that compares the income reported to the financial institutions. Here are three copies.

Q: This represents a summary of what Simpson, Jr. said he made when he was applying for loans to the bank?

A: That is correct.

MR. McLAREN: We offer that, Your Honor.

MR. ROBINSON: Just for clarification did these numbers

come from his personal financial statements or off the tax returns?

A: No, these certainly did not come off the tax returns. These came off of those things you asked about earlier that were part of that other exhibit.

Q: Exhibit two, financial statements?

THE COURT: This is Defendant's eighteen without objection.

MR. ROBINSON: Yes, ma'am.

(Defendant's Exhibit Eighteen was Admitted into Evidence)

Q: Now looking at Defendant's Exhibit Number Eighteen, can you explain that chart to the court and the significance?

A: Well the significance is that the income off of these reports to the back are substantially different than the tax returns. Substantially. It was set up the same way as the balance sheet was set up, the dates that they were applied for. And I used the annual, annually column off the declaration. So you can see the farm income that he's reporting to the lenders what he's making from his farm activities. And it's substantially higher. It's substantially higher than his tax returns. If you take an average of these six years he's reporting average available income of $61,516.50.

Q: So going back to my child support calculation

question, if the court were to believe what he said on his tax returns, the number to be used would be $19,901.00 per year. And if the court believes what he told the banks, the number to be used would be $61,516.00?

A: That's correct.

Q: What's the next exhibit, Mr. Hobbs?

A: It's the summary of the difference between that last one. I got on the website for health and human services looking at the poverty guidelines, the 2006 poverty guidelines.

Q: Hold on for a second?

A: Alright.

MR. McLAREN: This would be number nineteen. We offer this schedule.

THE COURT: Any objection?

MR. ROBINSON: No, ma'am.

THE COURT: Defendant's nineteen without objection.

(Defendant's Exhibit Nineteen was Admitted into Evidence)

Q: Now, sir, explain Defendant's Exhibit Nineteen if you would, and what that means?

A: Well exhibit nineteen, his average total income that reported on the ten years of tax returns was $19,901.10. Based on the website and I think I've got a copy in my bag somewhere if everybody would like to see it or I can provide it. I thought I had it in the here. The 2006 Health and

Human Services poverty guidelines for a family of four is $20,000.00 income. Then the average income reported to the lenders on the loan applications was $61,516.50.

Q: So what is the significance of that?

A: Well the significance of that and the concern that I have for your client and my client is, you know, possible tax issues going back for a number of years of unreported income. If that is what, if that's really what's acquired. I'm worried about tax issues that could involve her for many years to come.

Q: Well this court has the authority to apportion debts. I want you to assume that for the purpose of this question. And let's say the court decides that Mr. Simpson, Jr. was the partner in this marriage who took care of the tax returns and the finances and that sort of thing. Make that assumption. And make the further assumption that the court decides that the court wants to protect Ms. Simpson from any liabilities that may have arisen by reason of malfeasance by Mr. Simpson in how he handled all of that. What can or should the court do to best protect Ms. Simpson in that circumstance?

A: Well I've seen other cases that I've been involved with. In those cases some type of indemnification would be provided. The court would stipulate some kind of indemnification for the innocent person in the matter. Because I haven't seen any indication that Ms. Simpson was

involved with any of the finances on the documents that we've looked at.

Q: Do you have any indication that she's been involved in the preparation of the tax returns or how all of that was handled?

A: Not from the information I've seen. I have seen no evidence of her involvement.

Q: So if the court were to want to handle it in the fashion I've described the court would say that Mr. Simpson is responsible for any taxes, interest, penalties associated with those joint returns?

A: That's correct.

Q: And would hold her harmless and indemnify her against the taxes, interest, penalties, as well as professional fees and CPA fees?

A: That would certainly seem fair in this situation.

Q: Now Mr. Simpson asserts that the home mortgage is now at $78,000.00 and I'm rounding, but that in 2003 it was down at about $24,000.00 and had been paid down from $53,900.00 in '99. Has any documentation been provided to you to show what the home mortgage balance was at the date of filing?

A: No.

Q: If there was an increase in the mortgage from the date of filing or shortly before that, has there been any

proof presented to you that those funds were incurred for any marital purpose?

A: I have seen no evidence of any acquisition of any marital property as a result of that increase in balance.

Q: Or that the debt incurred or increased had a marital purchase associated with it?

A: I have not seen any evidence of that.

Q: Okay. Now I believe we've covered all the exhibits except for your fees.

MR. McLAREN: Can I have a moment, Your Honor?

Q: Before we go to the fees there are a couple more things I want to cover with you. Assume for the purpose of my questions that Simpson, Jr. testified that he and his daddy pooled their crops. And you're in the farming business as well as a CPA who's working with these sort of things. Is that a normal or abnormal process or practice if you just look at it from that standpoint?

A: I don't think --

MR. ROBINSON: Your Honor, what standpoint are we looking at it from? The CPA standpoint?

MR. McLAREN: Pooling.

MR. ROBINSON: I understand. From that standpoint you said he was a CPA and a farmer. I don't believe you've qualified that. I just want to know what standpoint we're looking at that from?

MR. McLAREN: I said based on his experience as both a CPA and a farmer.

MR. ROBINSON: Well I'd like to hear some of his qualifications as a farmer.

THE COURT: Yes.

MR. McLAREN: Sure.

Q: What are your qualifications and experience as a farmer?

A: Well perhaps my --

Q: Let me divide that two ways. One as to personally farming, and number two as to handling the accounting and CPA work for farmers?

A: That's really my background.

MR. ROBINSON: Okay. I don't have a problem with him being a CPA for farmers. I withdraw the objection.

Q: Go ahead?

A: Well, t's not unusual to pool money. I don't think that's unusual. However, you know, in this situation it would be nice if we had some systematic way to document how it's being done. In most situations the farmers that we serve there is a formula that you follow. If you had a partnership agreement it would specify how things are supposed to be shared and how things are supposed to be allocated. Given the fact that in this particular situation there are advances to Mr. Simpson, Jr. from Mr. Simpson, Sr. They are classified as

loans. It looks like they're classifying however they want it to be depending on hat suits them and what's up. That's what worries me about it. That's what it appears. But pooling the actually activities is not that unusual for farmers or people that are in families that are in farms together. That's not that unusual. However, there is usually a much better trail showing who's what and what's where and how it's supposed to be allocated.

Q: Now in the prior case with Simpson, Sr. you were involved in that, correct?

A: I was.

Q: Based upon the information you received in that case and the court's decree was there any rhyme or reason as to how they divided up the money at the end of the day?

A: No. There wasn't. As I remember reading the order, the decree states that it was very difficult to tell. And I think I testified then that gives you a heightened risk of fraud or a heightened risk of trying to manipulate the transactions to your advantage. That's what that does. That gives you a heightened risk of manipulation.

Q: Did you see any loans from Simpson, Sr. to Jr.?

A: In the general ledger there are certain advances, and there certainly are advances indicated there.

Q: Were they expensed off?

A: I really couldn't tell how they're being treated.

The general ledger is really just used as more or less a bookkeeping data. And then the tax preparer gets it. It appears that a lot of things may be expensed off based on a check dispersement rather than by character.

Q: Is there any correlation between what's entered in there by what Jr. gets or what is characterized as an advance or a loan or a distribution to what ends up on a tax return?

A: I was not able to reconcile and audit those numbers. That would be a different project.

Q: From your standpoint how difficult of a case was this in terms of the cooperation from Simpson, Jr. in terms of identifying the assets, identifying the debts, explaining these differences in the tax returns, the financial statements, what kind of cooperation and candidness did you get from them?

A: Well I would say that it was a very complicated case because of the LLC and everything. It took us a tremendous amount of time, like I said, in trying to figure out where the funds were going and why it was going. And it was very complicated.

Q: Did you prepare a summary bill on this case?

A: I did.

Q: Can I have that, please?

MR. McLAREN: We offer the bill, Your Honor.

THE COURT: Any objection?

MR. ROBINSON: If he says that's his bill, that's his bill.

THE COURT: This is Defendant's twenty?

MR. McLAREN: Yes, ma'am.

(Defendant's Exhibit Twenty was Admitted into Evidence)

Q: Your total bill in this is $10,000.00?

A: That's correct.

Q: It uses a, I believe, a rate at, different rates at $80.00 an hour and $100.00 an hour?

A: That's correct.

Q: Are those comparable rates?

A: For this type case it is. It's a little, to be honest with you we've really marked it down some because of the time involved and trying to work with the situation.

MR. McLAREN: One moment, please.

Q: Have you been paid anything by Becky Simpson?

A: Not to my knowledge.

Q: So this is the amount you're really owed?

A: Correct.

MR. McLAREN: Thank you. Please answer any questions Counsel might have.

THE COURT: Let's take five minutes.

(Off the record)

THE COURT: Proceed, please.

MR. ROBINSON: Thank you, Your Honor.

MR. HOBBS - CROSS EXAMINATION BY MR. ROBINSON:

Q: Mr. Hobbs, you testified just a few minutes ago about your bill in this case and your time in this case. This is essentially the same type information that you looked at in the Simpson, Sr. case, is it not?

A: That is correct.

Q: The tax returns, the personal financial statements, the check registers. All that was part of the discovery in the original Simpson, Sr. case, was it not?

A: That is correct.

Q: So most of that information you already had when you began review of this case?

A: No doubt I had a good bit of it.

Q: In reality you had reviewed what you had for the Simpson, Sr. case, is that correct?

A: That's correct.

Q: You testified at length in the Simpson, Sr. case about some of the same issues you've been asked about today, is that right?

A: That's right.

Q: The acquisition of the property and the LLC, Simpson, Jr.'s tax returns, things of that nature?

A: That's right.

Q: Do you recall that?

A: I do.

Q: Do you recall what your conclusion was in the Simpson, Sr. case when you were asked how Mr. Simpson could have acquired this property?

A: No, I don't recall what I said then.

Q: Would you agree or disagree with me if you surmised that absent a gift of some type of inheritance you don't know how he accumulated this property?

A: That's possible.

Q: Based on your earlier testimony about what marital property was, that that was property acquired during the marriage, were you also aware that there is property acquired during the marriage that's not a gift from a third party or an inheritance. Would you agree with that definition?

A: I would unless it changes it's character once it's made or something.

Q: Okay. You said unless it's changed it's character once it's made. But you've already testified that you see no evidence on any of the information that you reviewed where Ms. Becky Simpson had any involvement at all with these assets, isn't that correct?

A: That is true.

Q: Okay. Are you changing your opinion that a gift or inheritance is about the only way he could have acquired

this?

A: Well the only other thing I've seen after looking at these tax returns a little closer is he could have expensed some of these land acquisitions on his tax return. If I compare his tax returns to his financial statements to his lenders, it almost looks like -- and we have two instances where I think land has been expensed on his tax return. The $14,000.00 in a prior year and the amended 2001 return where he expensed land purchases for timber sales. Then possibly that would be a third reason, a third method.

Q: That's not a method that you discovered in the earlier case?

A: I did not realize that at that time.

Q: Isn't it true that if you had realized that method in the earlier case that would have actually hurt your argument or your client's argument in that earlier case?

A: I hadn't thought about that very much.

Q: Think about it if you would for just a minute. If you argued your third position that you're advancing here today in the Simpson, Sr. case, isn't it true that that would have been damaging to Ms. Daisy Simpson's case?

A: How so?

Q: Well you argued in that case that these were marital assets of Simpson, Sr. and Daisy Simpson that were improperly gifted or given to Simpson, Jr. as opposed to

earned by Simpson, Jr.?

A: Okay, yes. The difference in what we're saying is I'm not talking about the Simpson, LLC assets. I'm talking about the other real estate that Mr. Simpson, Jr. has acquired himself.

Q: Okay. So your position that the LLC assets were either a gift or inheritance has not changed?

A: No. It either had to be, it either had to be the LLC assets either had to be income that he would have reported on his tax return or either a gift. And a gift tax return wasn't filed. That's the only other way I'd know those assets to get.

Q: Neither an income tax return nor a gift tax return was filed, right?

A: Well income tax returns were filed individually, but partnership tax returns were not filed. That's correct.

Q: No income tax return was filed reflecting him earning the interest in the LLC?

A: That is correct.

Q: What is the significance or what is the penalty if he failed to file or disclose income on an income tax return?

A: Fraud. Tax fraud.

Q: Pretty serious penalty?

A: Pretty serious.

Q: What is the consequence say if you don't file a gift tax return?

A: I don't have those penalties memorized but there are penalties associated with it. And chances are in these cases that we're talking about there may not be any tax due and it may be just a formality to get it filed.

Q: Right. So failure to file a gift tax return is not nearly as severe as failure to disclose income?

A: Exactly. Exactly.

Q: Your conclusion if you will recall and I guess I'll ask you to look at it, the copy of the transcript where you testified at that hearing on page 145 -- here is a copy for the court -- page 145. We'll let me start actually on page 144, line 24. Mr. Warner asked you, now, if we look at the tax return of Jr. between January 26, 2001 and August the 29th of 2001, can you see any way this gentleman debt wise or otherwise can pick up $109,000.00 worth of farm equipment. You say, no, sir, nothing that I see absent of a gift or some type of inheritance would support the assets he has accumulated based on his personal financial statement. Would you still agree with that?

A: I would.

Q: You would also agree with me that obviously there has been no debt here that you're aware of, is that right?

A: I'm not aware of any.

Q: So the only logical conclusion based on what you've been given, and that statement would be that it was a gift, is that correct?

A: Gift or either unreported income.

Q: But that's not what you said there. There you said gift?

A: (Non-verbal response).

Q: And if it is in fact a gift then you would agree with me that that would be non-marital income unless it was, the nature of it was changed after it was given?

A: Yes. If you could make the argument that it was non-marital.

Q: Now you also testified that this was a confusing system and that you had to sift through a lot of information in preparing your testimony and these exhibits that you've prepared today. Is that correct?

A: Well it goes back primarily to the first case. As you stated earlier this preparation today did not take as much.

Q: So basically all you had to do is refresh and maybe look at a couple of different angles?

A: We had new information. We had some new information. The amended tax returns and some new data. Some new appraisals that were in. There was some fresh information.

Q: Let me ask you about that. The amended tax return, all that simply dealt with was the timber issue that you discussed earlier, is that correct?

A: That's correct.

Q: How long did it take you to review that? I mean, that was pretty simple, wasn't it? To look at it and see what he had reported? Fifteen, twenty minutes?

A: Yes. Probably that. It didn't take too long.

Q: The appraisals, those were stipulated. You didn't have to go back and calculate values, you simply pulled those numbers off of there?

A: That's true.

Q: So the lion's share of the work that you had to do to prepare for court today was done in Simpson, Sr.'s case, is that right?

A: A good bit of it was, correct.

Q: Now I was asking you about the complication of this for your testimony. And you testified I believe near the end of your direct with Mr. McLaren that it was not unusual for farmer's to pool their money?

A: That's correct.

Q: You represent a number of family farms, isn't that correct?

A: I do. I do.

Q: You said that the only thing that was unusual

about was about the system or lack thereof of determining who got what and how the income was attributed, is that right?

A: That's correct.

Q: Do you remember as well in your testimony before Judge Turbeville in the Simpson, Sr. case that you talked about a $44,100.00 advance to Simpson, Jr. in 2002. And then a $50,000.00, close to $50,000.00 advance in 2003? Do you remember that?

A: I remember something about that.

Q: Do you remember what your conclusion about those advances were?

A: Not specifically.

Q: If you would, please look on page 118 of the transcript, and I'm bringing it to you --

THE COURT: Let me ask, is this in evidence?

MR. ROBINSON: Well I will offer it into evidence, Your Honor. I'm sorry.

THE COURT: Is this his deposition from this case?

MR. ROBINSON: No, ma'am. This is a transcript of the hearing in front of Judge Turbeville that occurred over several days, but that is a transcript of his testimony.

THE COURT: Any objection to this being placed in the record?

MR. McLAREN: No.

THE COURT: This would be Plaintiff's Exhibit eight.

(Plaintiff's Exhibit Number Eight was Admitted into Evidence)

MR. McLAREN: That was page is 103?

MR. ROBINSON: Wait a minute, I'll let her get it marked. It's page 118.

Q: Page 118, I believe on line 20 it talks about if this was a loan to Simpson, Jr., the $44,000.00, and it was forgiven, is that income to Jr.? And your testimony was it could be a gift. If it was forgiven it would probably be more of a gift. Is that correct?

A: Yes.

Q: Did you see any evidence of any repayment of that?

A: No, I haven't.

Q: If there is no repayment then in fact it would be a gift, isn't that correct?

A: It would.

Q: If that is a gift, again assuming that the nature of the property has not changed or transmuted, a gift of money, anything that money was used to purchase would also be non-marital property, isn't that correct?

A: Well that would be up for the court to determine that. I know gifts, if they're kept separate, retains their character. I haven't really challenged that issue.

Q: I understand. But based on what you testified earlier about your understanding of marital versus non-

marital?

A: That's correct.

Q: That's your conclusion about these advances that Simpson, Jr. gets every year, $44,100.00, then $50,000.00 or whatever, is those are basically even though they are claimed to be loans those are actually gifts because there is no record of any repayment, is that right?

A: They very well could be.

Q: Okay. Now on your exhibit, let me make sure I get the correct exhibit, exhibit number fourteen that you prepared, you listed the worth of Simpson, Jr.'s other property as $170,000.00?

A: That's correct.

Q: And you based that on information that he had used on financial statements?

A: That's correct.

Q: Do you recall that Judge Turbeville, that you testified that about Simpson, Jr.'s equipment and other personal property at Simpson, Sr.'s hearing. Do you recall testifying about that?

A: Well I remember testifying. Whether I remember specifically what I said at that time it's difficult to recall.

Q: Well let me show you I believe -- it's the decree, Your Honor. I'm trying to remember what number that

is. I think it's ten. Defendant's Ten is the decree of Judge Turbeville. On page 29, paragraph 82, would you read that paragraph, please, sir?

A: Plaintiff's Exhibit Thirty-eight prepared by Mr. Hobbs showed a $64,509.00 cost basis of Simpson, Jr.'s equipment as reported on his tax returns. However, Simpson, Jr. reported he owned $150,000.00 in equipment on his financial statement to banks.

Q: So the exhibit that you prepared then reflected a $64,509.00 cost basis, is that correct?

A: That was his cost basis he showed on his tax return.

Q: Okay. That's what Judge Turbeville concluded that his cost basis was, wasn't it?

THE COURT: That was Jr.?

MR. ROBINSON: Jr., yes, ma'am.

Q: Mr. Hobbs, you've testified you represent a number of farmers. Are you familiar with basically what kind of wages a farmer pays a farm hand?

A: Most of our farmers own the property and share in crops and pay fees. They don't really have a lot of laborers.

Q: They don't have any --

A: Most of mine are landowners.

Q: -- farm hands?

A: Not many of them do. Some of them do. They pay

them through a W-2 from another business or something.

Q: I mean, is that a lucrative, from your experience, is that a lucrative business to be a farm hand?

A: No. I don't think being a farm hand is a very lucrative business.

Q: So if Mr. Simpson had reported income from his father for being a hand on his farm, would that income as a farm hand support acquisition of property in the LLC?

A: Probably not.

Q: Now let you ask you briefly about the preparation of Mr. Simpson, Jr.'s tax returns, or both of them really. Because you testified that that was confusing, there was no scheme or system of whatever. Do you remember reviewing both parties' tax return for Simpson, Sr.'s trial?

A: I do.

Q: Basically, and you correct me if I'm wrong, I'm trying to recall this as well, that you said apparently what they did to prepare their tax return was they took the general ledger and they took a worksheet, derived information from the general ledger, and took their CPA the worksheet and their cancelled checks and from that he prepared their tax returns, is that correct?

A: That's correct.

Q: Do you remember testifying that although that's not necessarily the way you would do it, that there's nothing

particularly unusual about preparing taxes in that matter?

A: That's not too unusual as long as the character of the disbursement is reported properly. That's correct.

Q: Tell me what you mean by the character of the disbursement? Who would characterize the disbursement? Would that be from Mr. Simpson, Sr. or Jr. to do, or for their CPA to do?

A: Well I reckon that would, you know, a tax payer has the responsibility to review a tax return and accept responsibility for it. When we talk about character, it's a joint responsibility. It's the tax preparer's responsibility to assemble a tax return property. But it's the ultimate person who signs the return to make sure it's accurate. And what I'm referring to is the reporting of some of those land acquisitions as expense.

Q: I understand that. But in reality, some of your clients who are not extremely educated, they really don't know what they're reading and not reading. If they look at your tax return they're looking at the bottom line. How much did I make, how much do I have to pay. Is that correct?

A: Well that is true.

Q: So if there's an expense reported on a schedule improperly or something is categorized on a check improperly and the CPA picks that up, that's not fraudulent, is it?

A: If the tax payer is not aware that is going on,

then it would not be fraudulent, it would just be an error.

Q: Okay. You said that you have reviewed all of Simpson, Jr.'s checks?

A: I reviewed a lot of them.

Q: Did you see anything in there that would lead you to believe that he was intentionally defrauding anyone?

A: No.

Q: Basically your testimony here today has added one component. Your testimony at Simpson, Sr.'s trial was that the only way Simpson, Jr. could have amassed not only the property in the LLC but the personal or the real property that had titled in his name individually was through a gift or some type of inheritance because his income didn't support that, is that correct?

A: That's correct.

Q: And you stick with that as far as the LLC is concerned, is that right?

A: That's correct.

Q: But as far as the titled personally in his name you believe that there may be a third alternative, that his income tax returns were prepared incorrectly or didn't disclose all of his income?

A: I believe there is something that does not add up between his income tax filings, his lifestyle and the assets he's amassed, and his personal financial statements reported

to lenders.

Q: But according to your review of his checks, you don't find any evidence of any fraudulent intent on his part, do you?

A: I haven't been challenged to go through each check looking for fraud. I haven't done that task. But I haven't seen anything. If I did I would be reporting it to you that I thought, that would indicate that.

Q: But you say it's a very confusing system and certainly Mr. Simpson, Sr. and Jr. should probably do a little bit better job of keeping their records?

A: That is correct.

Q: Now do you have any opinion or expertise about, let's say, an improvement made to a piece of real property that's owned by another person, how that would affect the ownership of the improvement or is that beyond your expertise?

A: That sounds like it's a legal disagreement to me.

Q: Okay, that's fine. Again, nothing in your review, the checks that were signed that you reviewed, all the checks for Simpson, Jr., the ledgers, the tax returns, all of that, all indicated that Becky Simpson had no involvement in the farming operation whatsoever?

A: I haven't seen any indication that Becky has been involved in the financial affairs.

Q: No involvement in the farming or any rental

Q: Do farm hands get W-2s?

A: They would. They would be an employee.

Q: Did Simpson, Jr. get any W-2s from Sr. or any of the entities that he controlled?

A: I do not recall seeing a W-2 for Mr. Simpson, Jr.

Q: Did you see any 1099s?

A: No.

Q: Based upon your review of these matters was Mr. Simpson, Jr. treated as a farm hand employee or is he treated as a partner?

A: Indications are he had more of a partnership role than a farm hand role.

Q: Now if they pooled their crops, LLC, Sr. and Jr. pooled their expenses and then somehow made some division of the money, if they did that and Jr. had gotten from that combine or combination of income had gotten loans and they were expensed off, would that be a gift to Jr. in that sense?

A: Do you mean if they had been reported as income?

Q: Well, was it simply income that he didn't bother to report?

A: I'm not sure how they were reported. I'm not sure. That's the whole murkiness of this whole issue. It's very difficult to tell how things were reported.

Q: In the strict sense would that have been a gift from Sr.?

A: Not if it was to pay him for his crops that he had jointly farming with him and they had pooled together. That would not be a gift. That would be shared allocated revenue.

Q: Now Counsel asked you questions about the penalty associated with not filing a gift tax return. What is the lifetime exemptions you get for making gifts within the time frame of this case?

A: Currently it's about a million dollars, lifetime gift is a million dollars. Going back you get an exclusion most of the time during this case may have been $10,000.00 a year exclusion without filing a gift tax return. Currently it's $12,000.00 a year. Last year it was $11,000.00 a year. So you would have had a gift tax requirement of any amount over $10,000.00 over most of this case.

Q: Now if Jr. didn't earn this property that he got in 2001 or 2002 through his sweat equity as he testified, what would it be?

A: It would have to be a gift.

Q: If it were a gift --

A: You would have a gift tax return.

Q: Would you have a tax given the amount of money we're talking about?

A: Well you would in essence use up the unified credit and there probably may not be any tax liability due

because that would be part of your life time exclusion. A tax would be calculated but there wouldn't be a liability because it would eat into your unified credit.

Q: Have you seen any records that anybody kept track of any of that?

A: No, I have not.

Q: Where they noted gift to Jr. $10,000.00, $20,000.00, $50,000.00?

A: No.

Q: There were no records, were there?

A: No.

Q: You heard Jr. testify that he earned 100% of his interest in the LLC by his sweat and blood?

MR. ROBINSON: Your Honor, I'm going to object. He's characterizing that testimony. What he testified to is he didn't know, I guess I earned 100%, I guess he gave me 100%. We've been through that. He's trying to improperly characterize the testimony.

THE COURT: Rephrase.

MR. McLAREN: I'll be glad to, Your Honor.

Q: Did you hear Mr. Simpson, Jr.'s testimony about how he acquired the property?

A: Yes.

Q: Based upon that testimony do you have an opinion as to the nature of how he acquired it?

A: Well based on his testimony he appears to be confused whether he got it through working for it as sweat equity or whether he received it as a gift. He said both under oath I believe this morning.

Q: You saw the 1989 agreement?

A: I did see the 1989 agreement.

Q: That provided that son would work for reduced wage to get an interest in the property?

A: That would be part of his bartering. Kind of a bartering arrangement.

Q: Would that be consistent with the income that he reported, that Jr. reported, the low income for the work he did?

A: That would be correct.

Q: Then getting the property in 2001 or 2002?

A: That's correct.

Q: You testified that you didn't see anything in the checks to indicate tax fraud, correct?

A: Yes.

Q: Did you see anything in the checks, and I want you to assume for the purposes of this question that Jr. testified on Tuesday -- oh, excuse me. Another witness testified on behalf of Simpson, Jr. that her husband traded out hunt club privileges for grading and other work --

MR. ROBINSON: Your Honor, I'm going to object to this

line of questioning.

MR. McLAREN: Can I finish my question, please?

MR. ROBINSON: I'm going to object.

MR. McLAREN: Can I please finish my question?

MR. ROBINSON: I don't believe we talked about any hunt club dues or anything like that in direct or cross. I don't think that's appropriate for redirect.

THE COURT: Sustained.

MR. McLAREN: Let me rephrase it if I could.

Q: Assume for the purpose of my question that a lady testified that her husband got to use the hunt club in exchange for doing work on Simpson's property, grading and that sort of thing, would that be reportable on a tax return?

A: It's supposed to be. Bartering income is supposed to be reported.

Q: On the tax returns did you see any bartering income reflected on Jr.'s tax returns?

A: No. And from reading his tax preparer's testimony she relied solely on bank account activity.

Q: Now Counsel asked you questions about this being a mess, shorthand my version of what he asked you about. But the way they handle their books and handle their affairs is basically a mess and nobody can figure it out. Now they've had notice since 2004 when the decree found that it was a mess and nobody could figure it out to straighten it out. Have you

seen any evidence that they've done anything after having notice from a court order that it's a mess, have they done anything to improve it?

A: No. It appears to be about like it was the last time we looked at it. I mean, I can't tell there's a better trail from what I'm trying to figure out. No, I don't see any changes.

MR. McLAREN: That's all the questions I have, Your Honor.

THE COURT: Mr. Robinson?

MR. ROBINSON: Thank you, Your Honor.

MR. HOBBS - RECROSS EXAMINATION BY MR. ROBINSON:

Q: You talked about you hadn't see a gift tax return and therefore maybe it's not a gift tax. You also talked about bartering for a powerline hypothetical situation you said and you didn't see a barter or any type of income tax return. But let me ask you this question and be clear about it. If somebody fails to file a specific type of, in other words, if I choose not to file an income tax return this year, does that mean I didn't earn any income?

A: No, it does not.

Q: If I fail to file a gift tax return does that mean I didn't give somebody a gift?

A: No, it does not.

Q: So the nature of the return I file really has no

bearing on how a gift income or whatever else is classified. That's simply a matter of tracking and reporting, is that correct?

A: Well it's a matter of following the law. It's a matter of doing what the law requires us to do.

Q: Right, I understand that. But there's been no gift tax return nor an income tax return filed, is that correct?

A: Now we're talking about the Simpson, LLC?

Q: For the Simpson anything?

A: No. I have seen no gift tax returns and I have seen no partnership tax returns.

Q: Okay. And likewise, no gift tax returns?

A: No gift tax returns.

Q: Tell me what your opinion is of the 1989 agreement that Mr. McLaren asked you about a few moments ago, that he asked you if Mr. Simpson, Jr. acquired property by sweat equity as represented in that 1989 agreement? Do you believe that that is now a valid agreement?

A: You know, I think that is for this court to determine.

Q: Do you remember having an opinion about that in front of Judge Turbeville?

A: I haven't looked, refreshed myself from that testimony. I don't know what I said at that time.

Q: Well answer this for me then, if you had testified in Simpson, Sr.'s case that the 1989 agreement was in fact valid and that Mr. Simpson, Jr. had earned this property, that property would be excluded from property that your client at that time, Daisy Simpson, could claim, wouldn't it?

MR. McLAREN: Your Honor, I object to that question for a couple of reasons. It's compound. I didn't understand the question.

THE COURT: Rephrase.

MR. McLAREN: Two, he needs to show him the transcript if he did say that. And number three, it calls for a legal conclusion. This witness can't address that. That's not within his expertise.

MR. ROBINSON: What I was asking him, they asked him about marital versus non-marital property earlier, that he was qualified to give that opinion. What I'm simply asking him about would be non-marital versus non-marital in the earlier case. There is no --

THE COURT: Rephrase.

MR. ROBINSON: Okay.

Q: If in fact the 1989 agreement that has been referred to by Mr. McLaren is valid where Simpson, Jr. earned through sweat equity property that is now in this LLC, would that change the nature of that property in the Simpson, Sr.

case?

MR. McLAREN: Your Honor, I object because it asks for a legal conclusion. What I asked the witness was, was the conduct of working from the time of the agreement during the marriage consistent with the agreement as opposed to a legal conclusion. He's asking a legal conclusion about the agreement which I think is beyond the witness's expertise.

THE COURT: Sustained.

MR. ROBINSON: I don't have any further questions, Your Honor.

MR. McLAREN: Nothing further, Your Honor.

THE COURT: You may step down, sir. Any reason this witness should not be excused?

MR. McLAREN: No objection.

MR. ROBINSON: No objection.

MR. HOBBS: Thank you, Your Honor.

THE COURT: You may be excused.

MR. HOBBS: Thank you.

THE COURT: Call your next witness.

MS. WARNER: Your Honor, I would call Daisy Simpson.

THE COURT: Please raise your right hand.

DAISY SIMPSON, after having been duly sworn, testified as follows:

THE COURT: Be seated.

MS. SIMPSON - DIRECT EXAMINATION BY MS. WARNER:

Q: Ms. Simpson, can you explain to the court what happened outside a few minutes ago, please?

A: My ex-husband I guess came in to give the papers to me. He went over and --

MR. McKENZIE: Your Honor, what does this have to do with this case?

MS. WARNER: Your Honor, it has to do with the intimidating of the witnesses in this case.

THE COURT: Answer the question.

A: He said, he yelled at me and said that you're finally getting what you deserve. You should be ashamed of yourself suing your son. And all this stuff. Then he came in and left the papers. I was going to go in another room where I wouldn't see him when he came out. But he came right back out. And he said you better not get in my face, it wouldn't be a wise thing for you to do right now.

Q: So he threatened you?

A: Well that's what he said.

MR. McKENZIE: Wait a minute, Your Honor. I'm going to object to that question. She's characterizing that. She can ask. The witness testified to what he said. Ms. Warner is characterizing it as a threat.

THE COURT: Sustained.

Q: Ms. Simpson, were you upset?

A: Yes, I was. Because there was nobody out there

at the time but me and him.

MS. WARNER: Your Honor, we ask the court to issue an order to prevent anybody from interfering and intimidating any of our witnesses or any witnesses of this trial for that matter.

THE COURT: Any objection?

MR. ROBINSON: Your Honor, we have absolutely no objection to that. But I would like to reserve the right to call the witness to dispute what she just said, that there was no one out there. There are two bailiff's here. One of them is in the court room here and I believe there is another one out there in the little ante-room.

THE COURT: Okay. That order is in effect.

Q: Ms. Simpson, do you know the parties of this action?

A: Yes.

Q: How do you know them?

A: Bill is my son, Becky is my daughter-in-law.

Q: You, in fact, had your own divorce action in this court, correct?

A: I did.

Q: Was a decree issued in that case?

A: Yes.

Q: In 1987 what was your son, the Plaintiff, doing at that time?

A: 1987 he was in high school. He graduated in 1987. He went to Charleston Southern the next fall to college.

Q: Was he working full time with your husband, Mr. Simpson, Sr. at that time on the farm?

A: Well I would say part time when he was there. He was at school most of the time.

Q: To your knowledge did Mr. Simpson, Jr. and Mr. Simpson, Sr. get along at that time?

A: At that time they didn't. I mean, Bill was a little hot headed at the time. He was a teenager and they didn't get along. They didn't see eye to eye.

Q: So in 1989 is it to your knowledge that Mr. Simpson, Jr. and Ms. Becky Simpson married?

A: Yes.

Q: Where did they live in 1989 when they got married?

A: They lived in a mobile home across the field from our house.

Q: How long were they living there?

A: I don't recall exactly how long. After that they bought a used double wide from friends and moved it to the other property where their house is now.

Q: Let me ask you something. I'm going to show you Plaintiff's Exhibit Number Six which I believe is the farming

agreement between Simpson, Sr. and Simpson, Jr. Let me show you this. If you'd review it please and tell me when you're ready if you've ever seen that document before?

A: I saw it in my trial. That's the only other time I saw it.

Q: Were you aware of any agreement between Mr. Simpson, Sr. and Mr. Simpson, Jr. about performing farming operations working together?

A: Not at that time. No. Not in '89.

Q: Ms. Simpson, was there ever a time you were kept away from your grandchildren in this case after the filing -- excuse me. Was there ever a time you were kept away from your grandchildren during the time you were proceeding with your divorce with Mr. Simpson, Sr.?

A: I think I filed divorce March 3rd. And my son came the next week and helped me hook a refrigerator up when I moved. The next time I saw my son he had some papers he wanted me to sign for his half interest in the farm. And I told him I couldn't sign any papers unless my lawyer looked at them. That's the reason I had a lawyer hired. And after that I have had no contact with my son whatsoever except it wasn't good and he didn't allow the grandchildren to come see me. They've never been in my house but one time until we got the supervision where I had to supervise Becky.

Q: So in this case did you file a motion to

intervene in order to be able to visit with your grandchildren?

A: I did.

Q: Have you had the ability to visit with them since that motion, that order?

MR. McKENZIE: Your Honor, I want to object. I understand that some of the background may be relevant. I don't think how the visitation has gone since then is relevant to fault during the marriage or to anything else.

THE COURT: Sustained.

Q: Ms. Simpson, have you had the opportunity to be over at the marital residence that Mr. Simpson, Jr. and Ms. Simpson lived in?

A: When?

Q: During their marriage?

A: Oh, yes. They were married for like, from '89 to, I left in 2003. Until that time, yes.

Q: Did you ever observe Ms. Simpson cooking?

A: Yes. She had us over to eat a lot. Yes. She, when she got married she did not know how to cook. But she bought cookbooks and borrowed my cookbooks and she turned out to be a very good cook. She tried hard. She had their meals ready when they come home. She made sure they ate before they went to school, cooked supper for them on weekends, yes.

Q: Did she from what you were able to observe, enjoy

reading cookbooks?

A: She did. Not only cookbooks but she also had a big yard. She took care of her yard. She got garden books. She could tell you any name of a flower anywhere. I mean, I couldn't even remember the names. She had a beautiful yard. It was a showcase. It was too bad they lived back in the middle of the woods. Nobody could see it except visitors. But she was very good. She worked hard to do the best she could. She read books. I would go over there at night. The kids would be in there watching TV, laying on the bed. She would be ironing or either she'd be reading her garden books or her cookbooks in her room.

Q: Was there ever a time to your knowledge that Ms. Simpson brought food out on the farm for Mr. Simpson, Jr. and perhaps Mr. Simpson, Sr.?

A: Yes, we all did. We took turns.

Q: Were there a couple of meals a day, one meal a day, to your knowledge?

A: Of what? That they took to them to the field?

Q: Yes, that they took to the field?

A: Well it would probably be dinner, lunch. Most of the time if they worked late on the combine sometimes we would take them food. My children did, too. My girls did, too, and Becky did. We all pitched in.

Q: Was there a particular time of the year that was

very busy for Mr. Simpson, Sr. and Jr.?

A: Well cutting season. When they're harvesting they'd cut late at night sometimes if it was cool enough and dry enough. There was a lot of times that they had free time. But a lot of times it was busy, cutting corn, cutting wheat, cutting soybeans.

Q: When is cutting season?

A: Cutting season?

Q: Yes.

A: Well you got corn, wheat and soybeans so it's three different times of the year. You got the wheat in the summer and the corn is next and soybeans is next.

Q: Did Ms. Simpson keep a clean house?

A: Yes, she did. Very clean.

Q: Did she particularly like the holiday seasons?

A: She did. She loved doing crafts, too. She did Christmas trees. She had a Christmas tree just about in every room. They had the windows at the top. She had them in the kids' room, the guest room. She had them in the den, in the back door where you got the big glass door where your table is, she had a big one there. Yes. She did everything.

Q: Did she make any kind of special packages or crafts in particular that she would give out during the holiday season?

A: She did. She learned how to do from reading the

craft books. She would do the potpourri and different things. She did the popcorn strings and the orange slices how you dry them and put them in the potpourri things and you hang them and everything. She did a lot of stuff like that.

Q: Did she have a, you said she did yard work. Can you describe their yards or their back yard?

A: She had a huge yard, front and back. They had a garden. She had a rose garden. She had I guess it was four or five acres. I'm not sure how big. It was big. She had all kinds of flowers. All kinds of flowers around there. It was beautiful.

Q: Did she have a vegetable garden?

A: Yes, they did have a vegetable garden.

Q: Were the children around her constantly when she was out in the yard or cooking? Were the kids around her?

A: Yes. Constantly. I mean, in the yard they were there helping her or she was showing them how to plant flowers or whatever. Sometimes they'll buy their own little flowers when they'd go shopping for flowers and she'd show them how to plant them and everything. They were with her constantly. I mean, unless they were at my house. They were there a lot, too.

Q: Did she have a good relationship to your knowledge with the kids during that time?

A: She did.

Q: Now in 2004 near the end of 2004 after the agreement in this case was signed between Mr. Simpson, Jr. and Ms. Simpson, did you stay in touch with Ms. Simpson?

A: I wasn't in touch with Becky after my, like I said, when Bill asked me to sign those papers I didn't get to see the children or Becky because they weren't allowed to see me. So I wasn't in touch with them. Her sister called me and told me that Becky --

MR. ROBINSON: Your Honor, I'm going to object to that as hearsay.

THE COURT: Sustained.

Q: Go ahead?

A: Anyway Becky contacted me after that and she said she didn't know what to do and everything. I said, I can't help you, I don't know what to do. I'm going through the same thing myself, you know. I said, the only thing I know you can do is talk to my lawyer and I gave her his number.

Q: Okay. As far as Becky's disposition around that time, was she depressed in what you observed?

A: I was so shocked when I saw her because when I left in March of 2003 she was fine. She was a workaholic. I mean, her kids was in church, school work, everything was fine, you know. When I saw her that time, the first time I came she looked like another person. She was just so depressed and so, I don't know. It just scared me to death

when I saw her. She was shaking. She was shaking and couldn't stop.

Q: Now if you were to compare how she was then as to how she is now what would you say?

A: A hundred percent difference. She is back to her old self now.

Q: In your opinion as a mother yourself, do you think that Ms. Simpson was an adequate and very caring mother?

A: Very caring. The kids was yes, ma'am, no, ma'am. I mean, she made them respect everybody. If you walked in a room and they didn't speak, she would say, well Kati Lyn, you didn't see grandma, you speak to her or whatever. Church, she had them in church. She made sure they did good in school. She made sure that they excelled in school. And she still does that. She's been around me when I've been supervising and if they talk to somebody, she'll say, Kati Lyn, yes, ma'am, you know. Instead of saying yes, it's yes, ma'am.

Q: Ms. Simpson, was Mr. Simpson, Jr. at the house a lot? Did he work all day long to your knowledge?

A: Yes. He worked from sun up to sun down. Sometimes after sun down. He was a hard worker.

Q: So Ms. Simpson was at home most of the time caring for the household and her children?

MR. ROBINSON: You're Honor, I'm going to object to that as leading.

THE COURT: Rephrase.

Q: Was Ms. Simpson at home caring for the children and the household?

MR. ROBINSON: Your Honor, same objection. That's leading. She's giving her the answers.

THE COURT: Rephrase.

Q: Where was Ms. Simpson during this time?

A: Ms. Simpson was at home taking care of the kids because Bill was working and there was nobody else but Becky to take care of the kids and they were with her.

Q: Did Ms. Simpson help with the children's school work?

A: School work? Yes.

Q: Yes?

A: Yes, she made sure they excelled in school.

Q: Did she help tutor them in certain classes?

A: (Non-verbal response).

Q: Did she attend school functions with them?

A: Yes.

Q: Did she help Ms. Kati Lyn, the daughter, prepare for pageants?

A: Yes.

Q: Was she excited and --

MR. ROBINSON: Your Honor, I'm going to have the same objection to this whole line. She's giving the answer and

then she asks her yes or no. She can ask her what she did for the kids but not tell her and then ask her to affirm it. That's leading.

THE COURT: Okay. Do you understand?

MS. WARNER: Yes, Your Honor.

Q: Ms. Simpson, did Ms. Simpson work during the marriage?

A: Yes.

Q: Where did she work?

A: She worked at the Piggly Wiggly. She worked at the school. She worked, gosh, I can't remember. That might be the only places. She worked at the insurance place but that was after they were separated I think.

Q: How long did she work at Clarendon Hall, to your knowledge?

A: Three or four years. I'm not sure.

MR. ROBINSON: What was that answer? I'm sorry. I couldn't hear.

A: Three or four years. I'm not sure.

MR. ROBINSON: Thank you.

Q: Ms. Simpson, was there any complaint on behalf of Mr. Simpson, Jr. about Ms. Simpson working?

A: He didn't like for her to work. He'd rather her be home.

Q: Do you know why that is?

A: No. I guess it's just like his father. His father's never wanted me to work. I don't know. It's something about a woman should be at home, I guess. I have no idea.

Q: Are you aware of any incidents of Ms. Simpson having her face shoved in chicken manure?

A: I knew it after the fact but not at the time.

MR. ROBINSON: Your Honor, I'm going to object unless she can substantiate how she found out other than hearsay.

THE COURT: Sustained.

Q: How did you find out about that incident?

A: Becky. Becky told me.

Q: Did Becky tell you of any other incidents of -- did Becky tell you how she hurt her back?

A: Yes. At the time when it happened we thought she had just fell down the stairs. But she later told me that my son had body slammed her into the bottom of the stairs.

Q: Do you know what kind of injury she sustained because of that?

A: She was in bed for a week I know. Because I helped take care of the kids.

Q: Ms. Simpson, do you have any knowledge of Ms. Simpson trying to go to school to better herself?

A: Yes, she did.

Q: What kind of school?

A: She went to Tech in Sumter.

Q: Do you know what she was trying to study for?

A: She wanted to be a nurse, I think. She started out to be a nurse.

Q: What happened at that point?

A: Bill just didn't want her to go to school.

Q: He wanted her to stay home?

A: (Witness moves head up and down).

COURT REPORTER: You need to answer it out loud.

MS. SIMPSON: I'm sorry.

MS. WARNER: Nothing further, Your Honor. Thank you.

THE COURT: Cross examination?

MS. SIMPSON - CROSS EXAMINATION BY MR. McKENZIE:

Q: Ms. Simpson, you were the Plaintiff in an action against your husband and your son, Bill Simpson, as a member of Simpson Farms, LLC, is that correct?

A: Correct.

Q: So you in a previous action before this court, in fact, you had these two lawyers right here representing you, is that correct?

A: Correct.

Q: In a previous action before this court you actually had sued your son, is that correct?

A: As a member of the LLC.

Q: Right. But he was named on the caption?

A: As a member of the LLC.

Q: Right. And that's actually the rift between you and your son occurred after you had, he was actually served with a lawsuit, is that correct?

A: At the time that I filed my divorce I did not know that I had to sue my son.

Q: Okay.

A: But as a member I was notified that he was a member of the farm, the LLC, and I had to do it.

Q: Well the reason that you had to do it was because you were claiming in that lawsuit with these lawyers right here as your lawyers, you were claiming in that lawsuit that the LLC was a nullity, that it was not even in existence, is that correct?

A: It wasn't in existence till 2001 whenever they did it after I dropped my first divorce case.

Q: And you were suing because you wanted the court to find that the LLC was void?

A: I wanted the court to decide.

Q: Yes.

A: Right.

Q: Your opinion or your position in that case was that the LLC belonged entirely to your husband, all the farm land, is that correct?

A: And me.

Q: And you?

A: Right.

Q: Right?

A: (Non-verbal response).

Q: That was your position in that case, is that correct?

A: Right.

Q: These same lawyers handled that case, right, is that correct?

A: That's correct. Yes, sir.

Q: Today you're aware that your daughter-in-law and your son are fighting over 50% of that LLC, is that correct?

A: I have no idea what they're fighting over.

Q: Well, Ms. Simpson, you've been involved in this case since day one because you took Becky Simpson to Columbia to see Mr. Warner, did you not?

A: I called, gave her his number. She set the appointment up. I took her the first time. I never sat in on any meetings with them. Ever.

Q: But you took her there, didn't you?

A: Right.

Q: You took her to Mr. Warner's office, is that correct?

A: The first time.

Q: The first time?

A: After that she did her own.

Q: And in fact, you contacted Becky and talked to her about her situation with her son, didn't you?

A: What are you talking about?

Q: About, you contacted Becky and then talked to her about her situation with your son, is that correct?

A: When are you talking about?

Q: About her divorce?

A: No. She contacted me.

Q: Do you know what Jan Warner's phone number is?

A: Yes, I do.

Q: What is that number?

A: The office number is 799-0554.

Q: Do you know what your daughter-in-law's cell phone number is?

A: I really don't now because she doesn't have one and I can't remember it.

Q: So it's your position that Becky called or initiated the phone call with Jan Warner, is that correct? That Jan Warner did not call her?

A: I don't remember how it initiated.

Q: Okay, but you testified just earlier that Ms. Simpson, Becky Simpson called Jan Warner and set up an appointment and you took her up there?

A: Well I could have called it and set it up. I

don't know. But I took her the first time. She came to my house after she came to my house and asked me, she was shaking and she was all upset. And she said, I don't know what to do. I said, well, Becky, I can't help you. I'm going through the same thing. All I know to do is contact Jan Warner. I mean, that's my lawyer.

Q: Okay.

A: To see if he can help you.

Q: Do you know what day that was?

A: I don't.

MS. WARNER: Your Honor, we object. I don't understand what the relevance of this question is.

MR. McKENZIE: Well, Your Honor, the relevance of this question is that whenever I think Ms. Warner was talking or was direct examination of her she asked her about this line of questioning and about how Ms. Simpson got to Jan Warner, about how she took her up there. So I'm just simply following up on that line of questioning.

MS. WARNER: I just don't understand what it has to do with what Ms. Simpson observed during the marriage and what Ms. Simpson contributed to the marriage, that line of questioning.

THE COURT: Are you almost through with this line of questioning?

MR. McKENZIE: I'm almost through, Your Honor. I've

got those questions for Ms. Becky Simpson.

Q: So your testimony today is that as far as you know Ms. Simpson contacted Mr. Warner after you said to get in touch with him?

A: Right.

Q: That's your testimony today?

A: I know she talked to him and she may have even talked to him at my house. I don't know. But I know she talked to him. I may have made the first call for her and tell Jan that she needed to talk to him. I have no idea. I cannot remember exactly how it happened. I did take Becky to the first visit and I did not sit on in any meetings with them.

Q: So you never sat in any meetings with them at all?

A: No.

Q: Now, Ms. Simpson, you had testified in regards to your lack of knowledge of the agreement regarding your husband and your son, is that correct?

A: Right.

Q: You didn't know anything about that?

A: Not the one in '89.

Q: You didn't know anything about how they operated, you didn't know anything about that?

A: No, I did not.

Q: You knew that during the marriage of your marriage with your husband, that your husband had to substantially help your son, is that correct?

A: Correct.

Q: Financially?

A: Well I wouldn't know whether it was help or Bill was being paid back for his work.

Q: Well let me ask you this question. What was Bill's duties on the farm? What did he do?

A: He worked just like any other farm hand worked.

Q: He worked just like any other farm hand worked, right?

A: (Non-verbal response).

Q: So --

A: Above and beyond sometimes.

Q: Above and beyond. Bill worked hard?

A: Yes, he worked hard.

Q: If your husband gave him something, for instance if he gave him two acres of land to put a house on, that's something that you all agreed to together, isn't it? Isn't that correct?

A: No. I never agreed to anything. I never knew any of Billy's dealings at all until I went through my divorce.

Q: You didn't know that your husband gave your son

two acres of land to put his house on?

A: No.

Q: Where is the house? Where is Bill's house located from the distance from where your former marital home is?

A: Probably about eight miles.

Q: Did you know that that was Simpson property?

A: It was our property, yes.

Q: How did you think Bill acquired that property? Your son?

A: Well, Billy gave it to him I guess. I never was told that. You asked me if I was told that.

Q: Alright.

A: If I knew that.

Q: Did you know that?

A: Yes, I knew that he had to have it to put his house on because nobody will do a house on somebody else's property.

Q: Right. So he gave him the land?

A: (Non-verbal response).

Q: And didn't charge him anything for that?

A: I don't know. I have no idea.

Q: You didn't see a check come from Bill to your husband?

A: Steve, I never saw checks that Billy got. I

never knew anything of his dealings. I found out a lot whenever I went through my divorce.

Q: Ms. Simpson, isn't it true that as far as Becky Simpson is concerned that's the same situation? She didn't really know what was going on on the farm because she didn't have any --

A: Probably not.

Q: She didn't have anything to do the farming operation?

A: Probably not. It's not that she didn't have anything to do with it. It's the way they ran their business. They didn't want us to know anything.

Q: When you say they didn't want you to know anything, did you try to actively get involved?

A: I certainly did. I tried to keep his books and everything I did was wrong because he didn't want to give me any information to do it the right way. He asked me to quit keeping his books because the information he was keeping from me kept me from doing the right thing.

Q: I understand that. So that's in your case with your husband, right?

A: That was in my case with my husband.

Q: Becky, you never saw Becky do any books, did you?

A: She kept her check book every now and then. I don't know whether it was hers or the farm or what. I don't

know how they had their business because our farm and our business was all one business.

Q: Okay.

A: If I wrote a check it was W.R. Simpson Farms to buy groceries. I mean, he would give me the check if he wanted me to have it. That's the way it worked.

Q: That's the same thing, it was the same with Bill?

A: I have no idea how they ran their life.

Q: You have no idea how that worked, do you?

A: No, I do not. I do not know what Becky and Bill did. They did not confide in me in their personal, what they did.

Q: Now Becky, she was teaching at Clarendon Hall, is that correct?

A: Yes, I think so.

Q: And as a result of her not teaching there anymore your grandchildren, the tuition has gone up, do you understand that?

A: No. I didn't know nothing of their business I tell you.

Q: So you don't know anything about whether or not a teacher gets a break?

A: I didn't know that it was down because she was teaching there. That was none of my business.

Q: When did Becky disclose to you that she had been

body slammed by Bill?

A: It was like three or four years ago.

Q: Three or four years ago?

A: (Non-verbal response).

Q: Can you be more specific? I mean, this is 2006?

A: Wait a minute now. It was probably longer than that. It's probably five or six years ago.

Q: When did she tell you that?

A: When did she tell me that?

Q: Yes. What was the circumstances of that conversation?

A: They were having problems at that time.

Q: Okay. And did she ever, did Becky ever get physical with Bill?

A: I never saw it. B but I've heard and y'all say you can't do hearsay. So I never saw it.

Q: Well did Bill ever tell you that?

A: Did Bill ever tell me that?

Q: Yes. That Becky got --

A: Yes. He said that she would get right back in his face when he got in hers.

Q: Did he ever tell you about her jumping on him?

A: Jumping on him? No.

Q: He never told you about that?

A: I don't remember if he did. He could have but I

don't remember it.

Q: But she told you or Bill told you that they had mutual combat, is that correct?

A: Yes.

Q: Becky wasn't the kind of person to back down, was she?

A: I don't think either one of them was.

Q: Now in regards to the chicken manure, when did you find out about that incident?

A: A long time ago. I don't remember when.

Q: You don't remember how long ago that was?

A: I've heard it over the years they were married. I think it was when they first moved in their house up there. I'm not sure.

Q: What did you hear about it?

A: Just that they were having an argument and he just took her face and rubbed it in chicken manure out in the yard.

Q: How? Describe it for me?

A: I don't know how. That's all I heard. I wasn't there and didn't see it. That's all I heard, that he rubbed her face in chicken manure.

Q: You heard that from who?

A: From Becky.

Q: Did you ever hear it from Bill?

A: No.

Q: Did you ever discuss it with your son?

A: No.

Q: Did you ever think that was something you might want to discuss with your son?

A: Things like that Bill didn't discuss with me.

Q: But did you ask him?

A: No, I never did. This was after the fact. It wasn't when it happened. It was a long time after it happened, what I knew about it.

Q: That didn't cause the breakup of the marriage, did it?

A: I don't know what caused the breakup of the marriage.

Q: If it happened so long ago, they didn't break up after that, did they?

A: I have no idea if that had anything to do with it. It could be an accumulation of things over the years. You never know.

Q: You don't approve of the situation of Becky living with Wade Ingle, do you?

A: I don't approve of it. No, I don't think that they are -- but that's not my calling.

Q: But you don't approve of that?

A: I don't approve of two people living together

when they're not married.

Q: You don't approve of your grandchildren being around two people who are not married living together, do you?

A: As long as it's not in a spend the night situation.

Q: You didn't approve of the way Becky handled the situation when she left your son, did you?

A: I didn't know the situation when she left. I didn't know until she came to me. And I asked her point blank if she was seeing Wade before her divorce was signed and everything. And she said she was not. I questioned her about everything that was brought up.

Q: She didn't tell you that she had met Wade in the middle of July of 2004?

A: No.

Q: She didn't tell you that?

A: No.

Q: So she obviously didn't tell you everything, did she, if she didn't tell you that?

A: Well I don't know. I don't know if that's part of everything or not. That's what you're saying.

Q: Alright. So what about when she went to Florida with Debbie Green?

A: Listen, Steve, in March of 2003, the week after that Bill came to me and wanted me to sign papers. I had

nothing to do with them for that whole, however long. I didn't know where Becky was, what she did, if I saw them in a Wal-Mart I wasn't even allowed to speak to the kids or her. She would rush them away. So I have no idea what they did in Florida or any other time.

Q: So you had absolutely no contact with them for a period of time, is that correct?

A: Nothing but briefly like seeing them in Wal-Mart or something, or trying to see them.

Q: So really your observations about Becky with the children during this period of time that you testified before were not correct, because you didn't see them?

A: I don't understand what you're saying.

Q: You testified earlier that you --

A: I testified that until I left in March of '03 until then that is the way Becky was. After that I had no contact with Becky so I have no idea what went on.

Q: You understand your son was granted a divorce from Becky on the grounds of adultery?

A: I think so. I mean, they signed one before.

Q: They signed an agreement before, right?

A: Whatever that was when she came to me and wanted to talk to Mr. Warner.

Q: And she wanted to get out of that agreement, didn't she?

A: That's what she wanted to talk to Mr. Warner, she was worried about her kids and stuff.

Q: She was worried about her kids. She wasn't worried about herself?

A: Well she was probably worried about herself, too. I would have been. I was.

Q: I mean, if she was so worried about her children then why was she living with Wade Ingle at that time? Did she tell you that?

A: Yes.

Q: What was the response?

A: She was staying at the house. She stayed at the house after the agreement was signed. And every time she would try to get the kids Bill would say things ugly to her in front of them. And like, you're staying, you're going out and you're staying out all weekend and you're doing this and you're doing that. And he wouldn't let the kids go with her.

Q: So her response to all of that was, she just gave the kids to Bill and moved in with Wade Ingle?

A: You're fighting a losing battle when you're up against them.

Q: Okay, you told --

A: You're fighting a losing battle. You cannot win. I don't know. She gave up. She was staying at home by herself and crying because the kids wouldn't come. He

wouldn't let the kids come. She would go to take them to school. This happened after.

Q: So, Ms. Simpson, in response --

MR. WARNER: Could she finish her answer?

Q: In response to what Wade Ingle, I mean, in response to what Bill said to your daughter-in-law, her response was to leave her children instead of going to court and seeking an order, she went and moved in with Wade Ingle, is that correct?

A: Because she thought her divorce was over with when she signed those papers. That's why she said she moved in. Because I asked her. I wanted to make sure that she wasn't committing adultery before, because he's my son. And I know he thinks that I am here totally against him but I am not. He is my son. And I love him and I love the grandkids. And I love Becky. Becky was a good mother and that's what you've asked me to testify.

Q: She was?

A: She was a good, she was and she is to today. You ask Kati Lyn. You bring the kids, Kati Lyn in here. She loves her mother to death. And it's wrong to take the kids away from their mom. She might have made a mistake one time but Becky is a different Becky today. She's the same Becky that she was when I left in March of '03. And I think a lot of the pressure was put on Becky from my divorce.

Q: But you don't know what happened between 2003 and August of 2004? March of 2003 and August of 2004?

A: Not but from hearsay and y'all say I can't use hearsay.

Q: So you have no idea what went on in their relationship between that time and what Becky was doing?

A: No, I do not. I do not.

Q: Ms. Simpson, you have a busy career, is that correct?

A: So, so. It's as busy as I want to make it.

Q: At one time you actually had two businesses going on, is that correct? You had a real estate business and you had Curves, is that correct?

A: For a short while.

Q: What years was that?

A: I can't remember those years, Steve. You know it. You've got it in the papers. But I can't remember dates and stuff like that.

Q: But during that period of time you wouldn't have been able to observe what was going on at Becky's and Bill's house, is that correct? You were very busy and you had your own life to lead?

A: Oh, no. I always took time for my children and my grandchildren.

Q: You always took time for everybody?

A: Yes.

Q: So you knew exactly what was going on?

A: No, I didn't know exactly what was going on. I didn't know that before I even went to work. Things that they did they kept to themselves. The only way I would know is Cody would call me and say mama and daddy are fighting, come get me, Grandma, or something like that. As far as knowing, they lived way away from me.

MR. McKENZIE: Objection, Your Honor, to what Cody said and I ask that it be stricken. I think that's non-responsive.

THE COURT: Okay.

Q: Ms. Simpson, you recall when Becky threw a vase at Bill and cut him with it, with the vase? You recall that incident, don't you?

A: No, I don't. It probably happened but I don't remember. I don't recall when it happened. It could have happened. I'm not saying it didn't happen but I don't recall it.

Q: There were numerous times that Becky initiated incidents with Bill, is that correct?

A: I don't know. I'm telling you, Steve, they kept things like that from me. Very seldom I knew unless somebody told me.

Q: But you knew about the chicken manure and you knew about the body slamming incidents because that's against

your son. You know about that, don't you?

A: Yes. Well I told you that if she threw a vase it possibly could have happened, but I don't remember it.

Q: But you remember the other incidents. I mean, you remember the incidents to Becky but you don't remember the incidents to your son, is that correct?

A: Well, however you want to word it.

Q: Now you said you live about eight miles from Bill and Becky?

A: I guess. I don't know the mileage.

Q: And you were constantly over there?

A: Not constantly. I was there, she was at my house. They were all back and forth.

Q: So you don't really, you didn't see, you saw only what you saw in your little window, is that correct? I mean, the time that you were there?

A: Right.

Q: You don't know what went on behind the doors? You don't know whether Becky cooked or cleaned?

A: I do know that Becky cooked. I've been there many a time when Bill and Becky, Bill wasn't there that I was there, yes. I was there a lot when Bill wasn't there because he would be working.

Q: Did Bill cook?

A: Yes, Bill cooked, too.

Q: Did Bill clean?

A: Sure.

Q: Did Bill help in the yard?

A: Sure.

Q: Did Becky have a lot of nice clothes?

A: Not really. I mean, she did the last few years. I gave her a lot of nice clothes. I gave them for Christmas and stuff. And Becky did like, she didn't when she first got married. Then she started dressing nicer and nicer.

Q: Did you see her any during the year 2004, say after April of 2004, did you see how she dressed then?

A: April? No. Not April, not right along in then. It was later, like in the fall of 2004.

Q: Did her dress change any?

A: When she was coming to see us she was wearing the same thing she had whenever, the same kind of clothes. I mean, I don't know what you're talking about.

Q: So that's after this action was commenced, is that correct? When you say when she was coming to see us. You're talking about when you had supervised visitation of the children?

A: Right.

Q: She would dress different, she would dress appropriately?

A: Well she wasn't dressed as nice as she was

before, no.

Q: What do you mean by that, as nice?

A: Well I mean, she just, she didn't dress up like she's dressed up today. I think she looks very nice today. She didn't dress up a lot when she comes for supervision of the kids, she wore jeans and stuff.

Q: Did you ever think any of the clothes she wore were inappropriate?

A: No.

Q: Do you know about that Becky got four tattoos when she went to Florida? Have you ever seen the tattoos?

A: I saw one on her leg when we went to church.

Q: You saw one on her leg when you went to church?

A: She wore a dress to go to church, yes.

Q: How many tattoos do you know she has?

A: I think that's the only that's got Kati Lyn and Cody on it that I saw. Maybe. I don't know.

Q: She has a tattoo that has her children's names on it?

A: I think that's the one on her leg. She said she's got one on her back.

Q: She told you that?

A: And Kati Lyn told me that, too. She told me before Becky did.

MR. McKENZIE: Court's indulgence, Your Honor.

Q: Was Mr. Ingle over at your house?

A: I'm sorry, can I get something to drink, my mouth is really dry.

MR. WARNER: Do you want some water?

MR. McKENZIE: I don't think we have any. I don't think there's any in the court room.

A: Okay. Alright. Go ahead.

Q: Did Mr. Ingle come over to your house for dinner that day whenever your daughter-in-law was confused and needed some help regarding Mr. Warner's help? Was Mr. Ingle with her?

A: No.

Q: Mr. Ingle was not with her?

A: No. Mr. Ingle came, I can't remember when he came. I was having dinner for my daughter, Michelle and Andre and Charlie and everything. Kati Lyn asked me, I asked Becky. And Kati Lyn asked me if Wade could come, too. I thought if my granddaughter was going to be around Mr. Ingle it was a good idea to get to know Mr. Ingle.

Q: Ms. Simpson, in regards to the marital property in your case, the LLC that is Simpson Farm, LLC, you sued your son and your position was that it was a marital asset that belonged to you and your husband alone, is that correct?

A: At the time that's what I thought. That's why I let the court decide.

Q: Were you the one who took these photographs that are in evidence today?

A: I don't know what photographs you're talking about.

Q: Did you take this photograph, Defendant's Exhibit Number Five?

A: No.

Q: How about Defendant's Exhibit Number Six?

A: I haven't been to the farm so anything taken at the farm was not me.

Q: So you didn't take any of those photographs, you had nothing to do with those?

A: No.

MR. McKENZIE: That's all the questions I have, Your Honor.

MS. WARNER: Nothing further, Your Honor.

THE COURT: Thank you. You may step down.

Call your next witness.

MR. WARNER: Your Honor, our next witness is Ms. Becky Simpson and she is probably going to take -- that's our last witness.

THE COURT: Do you all want to take lunch now?

MR. WARNER: We would prefer to take a break now so we don't interrupt her testimony, is that suits the court.

THE COURT: Okay. Be back at 1:30.

(Hearing Recessed at 12:25 p.m.)

* * * * * * * *

(Hearing Reconvened at 1:35 p.m.)

THE COURT: We're back on the record in the case of Simpson v. Simpson.

Ms. Simpson, raise your right hand.

BECKY SIMPSON, after having been duly sworn, testified as follows:

MS. SIMPSON - DIRECT EXAMINATION BY MR. WARNER:

Q: You're Becky Simpson, is that correct?

A: Yes, I am.

Q: Ms. Simpson, before I get into what I had planned to have you testify to, I want you to tell the Judge about this Florida trip. You heard your husband testify that you took off for Florida with another woman, left your children and came back three days later with tattoos. Do you remember him saying that?

A: I do. Yes, sir.

Q: Tell the Judge when the trip occurred and what surrounded the trip and what happened?

A: This trip had been planned for a couple of weeks in July.

Q: Of what year?

A: Of 2004.

Q: It was Bill's cousin, Debbie Green, and her four

children and myself and my daughter, Kati Lyn.

Q: So who are the six people or seven people that went on this trip?

A: I'm sorry?

Q: Who are the seven people that went on this trip?

A: It was Debbie and her children. And Kati Lyn, my daughter, and myself.

Q: Did you have conversation with your husband beforehand about the trip?

A: I did. And he knew I was going on the trip and it was around my birthday time. And he gave me, it was close to $200.00 or $300.00 to go. You know, I had, my job at Clarendon Hall, the K3 program, there was not enough enrollment so that position was terminated. So as my job was terminated in May so, you know, I had no access to his joint checking account because he had took me off. I just had my single account with hardly no money in it at all. So I was just going on what he had gave me.

Q: Who financed the trip?

A: Ninety-nine percent of the trip was financed by Bill.

Q: Bill, you're speaking of your husband?

A: My ex-husband, yes.

Q: Debbie Green is what relation to Bill?

A: His, they are first cousins.

Q: Tell the Judge what objection, if any, your husband had to you making this trip with his cousin, Debbie Green?

A: He really, I really don't know if he had any objection. You know, he gave me the money and, you know, and have a good time. And we did. We took the children down there and visited her family and had a good time.

Q: Now while you were in Florida did you get tattoos?

A: Yes, I did.

Q: Would you tell the Judge how many you got?

A: I have three.

Q: Three?

A: Yes.

Q: Would you tell the Judge where they are and what they say?

A: The one on my left leg is three balloons of different colors with a bow on it. One balloon has my son, Cody's name in it and the second one has my daughter, Kati Lyn's name. The third one is just blank.

Q: That's the one on one leg?

A: Right.

Q: Tell the Judge about the second?

A: The second one that's on my right leg is of an angel. You know, at the time I didn't know what my future

would hold. I had her made with a glass ball as a significant to that.

Q: Like a crystal ball?

A: It's a crystal ball.

Q: What about the third one?

A: The third one on my back is a, I love to garden and I love flowers and I wanted it to represent that. You know, I don't look at it as tattoos. Tattoos to me is of skulls and things like this. To me, this is body art that represents who I am.

Q: Okay. So what is on your back?

A: It's a garden scene with many different kind of flowers.

Q: Now you heard, did you hear your husband testify that you had bandages around your breasts when you came home and he thought you had implants?

A: Yes.

Q: Is that true?

A: No. That was not true. I heard that and I was just, it was something else that Bill thought of that was just ridiculous that, you know, suited him.

Q: So did you have a bandage on you when you came home?

A: I did. I had one that was on my lower back where I do have the tattoo. And that was recommended to me by the

tattoo artist to keep on there for at least a week.

Q: Ms. Simpson, the two claims that your husband made about the Florida trip that you just talked about and the breast implants, is there any correlation between those types of comments and what went on during your marriage?

A: Just something that sounded good to Bill and he went with it. He doesn't surprise me in some of his thinking.

Q: How old were you when you got married?

A: I had just turned 17. My grandparents had to sign for me to get married.

Q: Had you finished high school?

A: No, I had not.

Q: What was the date of your marriage?

A: September 3rd of 1989.

Q: So you were 17. How old was your husband when you married him?

A: Nineteen.

Q: After you got married, were your parents living?

A: No. My parents were deceased.

Q: Your grandfather is who?

A: Otis Prince. Reverend Otis Prince.

Q: Is he your natural grandfather?

A: No. He is my step-grandfather.

Q: How old is Otis Prince?

A: Gosh, he's in his late '80s.

Q: Late '80s?

A: Yes. He was born probably around '22 or '24.

Q: During your marriage to your husband would you and he see Otis Prince on any kind of regular basis for counseling about issues with the marriage?

A: Yes, quite a bit. I went to him quite a bit. And then Bill and I went to him quite a bit. Sometimes Bill would go to him by himself.

Q: Where does Otis Prince live?

A: He lives in Lexington.

Q: South Carolina?

A: Yes.

Q: Is he in good health?

A: He's very, he's an older man and he's kind of frail.

Q: Let me ask you, before your children were born where did you live when you first got married?

A: We lived across the field from his mom and dad. The farm.

Q: Daisy Simpson and her ex-husband?

A: Yes.

Q: What did you live in? A house?

A: No. We lived in a single wide trailer.

Q: What was the condition of that trailer?

A: It was fair.

Q: Did you own anything or have any assets when you got married?

A: I did. My father's estate was finally settled and I received a lump sum.

Q: How much?

A: About $6,000.00.

Q: Where was that money when you got married?

A: It was placed in a CD.

Q: What eventually happened to that money?

A: After Hugo --

Q: Hugo was in what year?

A: In 1989.

Q: That was shortly after you got married?

A: Right. You know, it came through and a lot of damages were done and things were up for sale and we purchased a double wide from someone in Paxville. That money was later used towards that.

Q: Towards the purchase of that double wide?

A: Yes.

Q: Where was the double wide parked?

A: It was parked on some land off of Billy Road.

Q: Was the mobile home parked, who owned that land where the mobile home was parked?

A: Bill's father.

Q: W.R. Simpson, Sr.?

A: Uh-huh, (affirmative response).

Q: Was that mobile home parked at or near the place where the house is currently located?

A: Yes.

Q: Would you tell the Judge how close to where the house is currently located? In feet, yards?

A: Probably from here to where you have to go out to check for security.

Q: Before you moved over to Billy Road did you and your husband have disputes that resulted in his losing his temper?

A: Yes. There were plenty of times that he lost his temper.

Q: What would he do when he lost his temper early in the marriage?

A: There were times that, in our bedroom, that I would have to hang pictures because there was holes in the wall above our bed that he placed.

Q: How did he place them?

A: With his fist.

Q: Is he a good bit larger than you or are you about the same size?

A: I think I'm quite smaller than he is.

Q: What did he used to, did he play any football in high school?

A: Yes, he did.

Q: Did he play in college?

A: I believe he went to go play football for college, and I think he did, yes.

Q: He graduated from high school in 1987. Did he go to college in '87, or did he tell you, or do you know where he went to college?

A: Yes. It was called Baptist College then. I think it's now another name.

Q: Was there a time when you tried to keep a dog as a pet?

A: I did. Where we lived was a mile down a dirt road so people would just drop their dogs off, you know. This dog wondered up and I became really attached to it. Bill, you know, we got in a confrontation. He had all these hunting dogs. He didn't want to keep another dog. I told him, I was, I wanted to keep him. I really liked him. I was trying to get the dog from him. He had the dog in a choking position. He wouldn't give the dog up. And then all of a sudden he was throwing me down, my face to the ground. I said, Bill, I am in chicken crap. And he seemed to not care because he didn't, you know, he kept pushing me down. That time, you know, I stopped fighting him to get off of me. You know, by that time I just gave up and I gave up the dog.

Q: Ms. Simpson, your first child was born and that

was Cody, is that correct?

A: When was he born?

A: He was born July 30th of 1991.

Q: From the time you got married on September 3rd of '89 until July 30th of '91, did you work outside the home?

A: No, I didn't. What I did was when I got married I was still in high school. And an incident came up at the high school and Bill said the he would rather me not finish high school at Manning High. So I then went and pursued adult education at the adult education. So I was working on getting my high school diploma. I didn't go back for a few months. So then after that I did go back to the adult ed. So I was working on that.

Q: Who took care of the house, the cleaning, the cooking, between the time you got married in September of '89 until your son was born?

A: I did.

Q: What kind of hours would your husband work?

A: Gosh, Bill worked, I mean, he got up at dawn and was gone until, you know, quite some time after dark. He worked very hard for what he had. For what we had.

Q: How was the money handled during the time between September '89 when you married and July 30th of '91 when Cody was born?

A: The checking account was in Bill's name and I

didn't have any access to money. I had what he gave me.

Q: Did you have an automobile?

A: Yes, I did.

Q: When you went to the store how would you have to pay for groceries?

A: With a check that he signed.

Q: With a check that he signed?

A: Uh-huh, (affirmative response).

Q: Is that a yes?

A: Yes.

Q: Did you have any signature rights on the checking account?

A: Not till a lot later. Not probably until my daughter was born.

Q: After Cody was born -- let me ask you, was your husband making a lot of money?

A: No, no, he was not. I'll tell you that on Sundays, and we have talked about it, and we just really enjoyed Sundays because that was the day we went to Paxville and got two for a dollar hot dogs and went fishing. I mean, that was exciting to us because we didn't have anything.

Q: I want show you exhibit number six that was introduced by Mr. Simpson and it purports to be a handwritten agreement dated March, I think, 31st of 1987?

A: '89.

Q: '89. Have you ever seen that before?

A: I have only seen this through what, by preparing our case.

Q: Did your husband ever tell you that he had an agreement with his father that he would work at cut rate for $120.00 a week to gain an ownership interest in real estate?

A: Yes.

Q: When did he tell you that?

A: It was early on in the marriage because I couldn't understand why Bill was just making $120.00 a week. I mean, who could survive off of that.

Q: What did he tell you about the future if he continued to be able to do that?

A: That he would be able to gain more property and that our life would get better and better as he worked.

Q: In those early years when he was bringing home $120.00 a week and earning toward this property did you make sacrifices economically? Did you make economic sacrifices?

A: Yes.

Q: Would you tell the Judge some of the things that you did to make those economic sacrifices?

A: Well, I stayed home. There were times that I, you know, he wanted me to be home. And I stayed home and I did, you know, he was working all the time. I stayed home and took care of the children, you know. I just did whatever I

could to support him.

Q: Did you buy clothes for myself.

A: I did buy clothes for myself. Are you talking about when I was working?

Q: No. Early in the marriage in '87, '88, '89?

A: I was married in '89.

Q: Excuse me. '89, '90, and '91, pardon me. During those years between the time that you got married and Cody was born, were you able to go out and buy yourself clothes, etcetera?

A: No. And actually, and also we joked about this. I would go to Wal-Mart and I would put a shirt on layaway that cost $7.00 and he would laugh at me. I said, well, Bill, you know, we don't have the money. I can put seventy cents down on it and pay each week on it. You know, I would do things. I was very frugal like that.

Q: After your son was born did you make any effort to gain a skill so you could be employed?

A: I did. I said that I was able to get my diploma through the adult education. I thought that, you know, I wanted to do something to help out the family financially. And I also wanted to be able to have a career or something that I could fall on because Bill is in a business that is a very dangerous business, you know. If he didn't work, we didn't eat. I tried to go to, I went and I applied for Tech.

I was fortunate to be able to get a Pell Grant and I was going for the LPN, which is licensed practical nurse.

Q: How many years is that course?

A: It's a two year course. Bill was not favorable. He made it very miserable. He did not support me. I didn't have any help with the kids. You know, I had to still do that. It would have been nice for him to come home and say, well, you know, let me put the kids to bed or let me give them a bath so you can study for that test. But I didn't have any of that kind of support. Eventually my grades went down and I just had to give it up.

Q: How long were you in school before you gave it up?

A: Gosh, I know I went through two semesters the first time.

Q: Was there a time later that you tried to go back?

A: I did. After my daughter was young, after she was born. She was maybe one or two.

Q: Was Mr. Simpson supportive of your efforts to attempt to become employed?

A: No, he wasn't.

Q: Was there anything different between the time you went the first time and the time you went the second time?

A: No. He was, Bill wanted me to be home. He wanted me to be, he wanted me to be his housewife. He wanted

me to be there. He didn't want me to work outside the home.

Q: Now between July of 1991 when Cody was born and Kati Lyn was born June 26th of '95?

A: Yes.

Q: Did the economics change? Did you have your own checking account or did you have access to money?

A: After she was born I did. He did put my name on the checking account for a few years.

Q: Did you have credit cards?

A: I did.

Q: Who paid those credit card bills?

A: I had those credit cards when I was employed.

Q: That's later?

A: Right. I may have had one or two that I had while we were, while I wasn't. But I'm not sure.

Q: After Kati Lyn was born in '95 when was the residence built?

A: The residence was completed maybe in I think '96.

Q: Was this a good sized house?

A: Yes.

Q: What was your husband's economic situation then to be able to afford that house, do you know? Do you know how the money came about to pay for it?

A: No.

Q: Do you know what his income was?

A: No.

Q: During these years up to the time, up through from '89 to '95 after Kati Lyn was born, did you have any input into the income tax returns or the finances of the business, the farm, or anything else?

A: Other than what the checks I wrote. That's all I know.

Q: Did you have access to the records of the farm at any time, of how much crops they made?

A: No. All of that was kept at the farm in their office and I didn't deal with that, I didn't.

Q: Was any of the farm operation information about your husband's farm, joint farming, kept at home?

A: We may have had some tax returns at the home, but other than that, that was it.

Q: Ms. Simpson, after Kati Lyn was born and you moved into this house, tell the Judge what the yard looked like around the house and what you did to improve it?

A: Well before we even went to live there, before we even put the double wide on it back in late '89, '90, it was nothing but a wooded area in the place that we wanted to put it. Bill and I went out there and he cleared it. And I went right behind him when he was on the harrow to clear the land, and I would pick up, you know, I was the one that was picking up the roots and just getting it ready to put the house on,

the double wide on. So it was a wooded area that needed to be cleaned and I was involved with that.

Q: After the house was put up was there an area in the back where you developed a garden?

A: Yes. After the area was cleared we didn't have any, there was hardly any trees. I went and I really love to garden. I really love flowers. And I just made the whole yard flower beds.

Q: Did you have any help or hire any help to do that?

A: No, you know. The majority of it was, you know, I took care of it. And, you know, the kids would go out there and pick the beetles off my roses and help me.

Q: What were your husband's hours from '91 through '95, '96, '97? How many hours a day did he work?

A: He was, his hours never really changed. You know, maybe in the winter time he would be home before dark. But other than that it was early, early morning to late, late at night.

Q: Did he also engage in, you said he had hunting dogs. Has he always had hunting dogs?

A: Yes.

Q: How many hunting dogs does he own?

A: Oh, my gosh. Probably 20.

Q: Twenty?

A: He had quite a bit of dogs.

Q: Are they good dogs?

A: Well --

Q: Do you know what he paid for them?

A: No. I don't know that. They were just walkers and hounds and stuff. I don't know what he paid for them.

Q: Who trained them?

A: He did.

Q: So in addition to training the dogs would he go hunting?

A: Yes. He was an avid hunter. He loved to hunt.

Q: How about fishing?

A: He occasionally fished. He had yearly trips with his buddies to Florida every year fishing.

Q: They went to Florida fishing every year?

A: For the, probably the last three or four years that we were married he did that.

Q: Was there a time that a hunting lodge was created at or near your property?

A: Yes.

Q: Would you tell the Judge about the hunting lodge?

A: In some kind of dealing Bill acquired a very old one, it was just like a, it was a lodge. He moved it onto the property and they did a lot of things around it. They dug a pond for it and just cleared it all up and made it their

little hunting club.

Q: Did you have anything to do with the hunting club or the decoration or the work over there?

A: No, I didn't. I had too much of a full time job trying to keep our house and our yard and the kids and everything else to worry about his hunting club.

Q: Who did the labor over there?

A: Him and his friends, I guess.

Q: Do you know if he paid anybody to do the labor?

A: I don't know if he did or not.

Q: Did you have any knowledge of how he paid for the hunting lodge or the club or where the money came from or how the ponds were built? How much money went into it?

A: No. I just know he had some dealings with someone and he got it from them and they moved it onto the property.

Q: How big is this hunting lodge?

A: Gosh, it's probably this room. I'm not sure about what the size of it.

Q: Bigger than this room?

A: Yes, it's bigger than this room.

Q: Would there be parties out there?

A: Yes.

Q: Did you go to work outside of the home at any time during the marriage?

A: I did. I went when my son, Cody, was a baby. I worked at Piggly Wiggly as a cashier.

Q: Did your husband have anything to say about you working at Piggly Wiggly?

A: He was not supportive of me working. He really just made it miserable for me to work.

Q: How long did you stay at Piggly Wiggly?

A: I didn't stay very long. I worked for just a short time there. I went back there when my daughter, before my daughter was born. Not very long at Piggly Wiggly.

Q: After your daughter got into school, where have your children always gone to school?

A: They've gone to Clarendon Hall.

Q: Is that a public school or a private school?

A: It's a private school.

Q: Did you know the cost of that school?

A: Around, it's over, a little bit over $2,000.00 a year in tuition.

Q: Per child?

A: No. That's together.

Q: Who was paying for those expenses?

A: When I first started when Kati Lyn was in K4 I got the position, you know, just helping out in the cafeteria. I went from there to, you know, doing some subbing. And then I got the job as a teacher's assistant. And then I finally

was the teacher of the K3 program. And with that, the incentive was my two, the childrens' tuition would be half so one child would go free. So I did have that and I did contribute to that. And, you know, with the program terminating it also terminated my job. I didn't, I wasn't fired and I didn't quit.

Q: About when did you start working at Clarendon Hall? How old was Kati Lyn?

A: Kati Lyn was four years old. She was born in 1995. So it was around '99, 2000.

Q: Did they pay you?

A: Yes, they paid me.

Q: What did you do with your paychecks?

A: Well it was just, it was nice to have extra money for, you know, for things that we wanted. You know, everything went to necessity and I was able to be able to buy the children, you know, I bought clothes and things like that and things that we needed for the house.

Q: Did you make things in the house?

A: I did, yes. Especially around Christmas, Christmas time, I made a lot of decorations and things like that.

Q: Did you make gifts that were given rather than buying them?

A: Yes, I did. I made a lot of goodies and I made

homemade potpourri to give out. And even for decorations for the tree I would make, I would take styrofoam balls and I would wrap them, glue and wrap gingham wrap around it and, you know, decorated one of our trees like that.

Q: Since you were in the house from '96 forward did you decorate it every Christmas?

A: Yes. Every house that we lived in had a Christmas tree in it. And, you know, just through the years I was to be able to have a house in every room.

Q: Do you mean have a tree in every room?

A: Yes, have a tree in every room.

Q: When did that start having a tree in every room?

A: Oh, gosh. We moved in the house in '96. It was at least for five or six years that I was able to have at least a majority of the rooms have a tree in it.

Q: Let me show you, this is exhibit seven that has already been marked in evidence. I don't want to look at the children's pictures right now but I am interested in the pictures of the home. Do these accurately represent the ones of the home and the yard and the inside of the home, do they accurately represent how your house would look on a normal Christmas for the last five or six years before you and your husband separated?

A: Yes. And if you notice it hardly ever snows in South Carolina and this picture was taken in the winter time

at Christmas time when it did snow here. So this was quite, I did this quite a long time ago. This picture was taken on another year at Christmas time.

Q: That's the one of the house just by itself?

A: Yes, with no snow.

Q: Would you turn back to the other pictures of the inside of the house?

THE COURT: What exhibit is this?

MR. WARNER: That is number seven, Your Honor.

Q: Let's look at the inside of the house --

A: I'm sorry. Where do you want me?

Q: I'm sorry. Let me turn for you and then I can ask you might be a little bit easier. Here we go, right at the end. The last set of pictures. It looks like two pages of Christmas trees?

A: Uh-huh, (affirmative response).

Q: Is that representative of how the house looked at Christmas time over the past five or six years before you separated in '04?

A: Yes.

Q: There are pictures of the children in there. What was the habit on Sundays as far as a religious education for these kids?

A: They were in church, you know, about every Sunday. You know, Sunday school. And Wednesday nights they

would be at RAs or GAs.

Q: What's an RA or a GA?

A: A GA is a girl in action. It's something that Southern Baptist do. RAs is royal ambassador.

Q: Who would take them to church?

A: I did.

Q: Did your husband join you?

A: He did on Sunday mornings, yes.

Q: What about on Wednesday night and Sunday school?

A: No. He was still on the farm.

Q: Who took the children Wednesday nights to church, etcetera and did the RA and the GA?

A: I did.

Q: There are also photographs in there of your daughter in beauty pageants. Would you tell the Court what went on with the beauty pageants?

A: I do have to brag. I do have a beautiful daughter and we started her off in just the school pageants. We participated and there were times that I did her hair and I did her makeup. And then, well, then sometimes my family would do it. But we had her involved in pageants. I had her in the school pageant and we had her in the Striped Bass pageants and the Iris Festival pageants. And she was quite a winner.

Q: Did your husband attend those with you?

A: He did.

Q: Ms. Simpson, in 2003 do you remember when Daisy Simpson brought a lawsuit that included your husband as a party, as a shareholder of this LLC?

A: I do.

Q: In March of 2003, if that's the date?

A: I, yes, if that is the date. I remember her bringing the lawsuit. I'm sorry, I don't remember quite the date.

Q: From the time you married up until the time Daisy Simpson brought that lawsuit did you and your husband have, you said you had issues in your marriage and you went to Reverend Prince more than once?

A: Yes.

Q: Was there a time when you were injured as a result of your husband or at his hands?

A: Yes. There were a lot of altercations between me and Bill but, you know, I brought up the majority of the major ones. And one of those was the part about my back, the injury to my back.

Q: What happened?

A: We were having, I don't know what the fuss and the fight was about, what we were arguing about. But I remember I was standing in what I call the little den of our house. He was at the couch of our big den. And all of a

sudden he just turned around and he came at me and he body slammed me onto the floor. I remember when he got off of me I could not breathe. I couldn't even move. And some time later than that I was able to make it to the bedroom.

Q: Did you go to the hospital?

A: I was in a lot of pain that night. I felt like something was just sitting on my, I mean, just like a ton of bricks was on my chest. I could not move. I said, Bill, you have got to take me to me to the hospital. I don't know what's wrong with me. I don't know if anything's broke but I have got to go. And he called his mom. He did take me to the hospital. The hospital asked me, you know, what happened, you know.

MR. McKENZIE: Objection to what the hospital told her or anything like that, Your Honor. She can certainly say what they asked her. But anything what the hospital or doctors told her, this is new evidence.

MR. WARNER: Well I haven't asked this. I don't think she's anywhere near that.

THE COURT: Proceed.

Q: Ms. Simpson, what did you tell the hospital had happened?

A: I told them because I wanted to protect Bill, that I was going down the steps that morning with socks on and I fell and hit my back on one of the steps.

Q: How long were you laid up?

A: Probably almost I know a week. I had to go back to our regular physician, Dr. Perry Davis, so that he could, you know, after my treatment he could release me because I needed to go back to work. Because at that time I was working in the cafeteria at Clarendon Hall.

Q: So that would have been the first part, right after you started working at Clarendon Hall?

A: Yes.

Q: When Kati Lyn was four years?

A: Probably four or five.

Q: Okay. That would be '98, '99 or 2000, somewhere there?

A: Yes.

Q: In 2003 after Daisy brought the lawsuit what did your husband tell you, if anything, about talking to Daisy Simpson or having your children around her?

A: Bill said that his mom was suing him and that he did not want us to have any contact with her. He did not want me to take the children around her. That's basically what happened. We did not have any contact with her. It was better to agree with Bill than to argue with Bill because that's all we did was argue.

Q: So what did you do between March of '03 and the time you left in '04? Did you have any contact with Daisy

Simpson at all?

A: Just a very few times, you know. Just seeing her in different stores in town.

Q: When you saw her at a store and you were with the children what did you do?

A: We tried to go the other direction.

Q: When you saw her at school functions, did she go to any school functions?

A: She most likely did.

Q: If the children were there what did you do?

A: We didn't have any contact with her.

Q: Did you have any communication with her until after you signed this agreement in August of 2004?

A: There was one incident where it was around my birthday time and she came to visit us. And we were talking and the kids were talking. Then Bill comes home and everybody just shuts up and nothing is said and she's very uneasy and she leaves.

Q: Who explained, if anybody explained, to your children why they weren't allowed to see their grandmother? I don't what to know what was said, but who explained it to them? Or did anybody?

A: Bill and I explained it.

Q: You and your husband explained it together?

A: Yes.

Q: What did you tell your children, you and your husband together?

A: Can I just say that I was there while Bill was explaining so I don't know if that means that both of us explained?

Q: What did he say?

A: He told them that their grandmother was suing him for half of the farm is the way that he put it, because I don't think they would have understood LLC.

Q: How old was Kati Lyn then in 2003? She was born when, she was eight years old?

A: Around that, yes.

Q: Did you and your husband have issues about the discipline of Cody, your son?

A: Do we not agree on --

Q: Did you have issues with your husband or disagreements about discipline and respect with Cody and limits on Cody's activities?

A: Well we did have the disagreement about him driving the car.

Q: When did Cody start --

A: And driving the --

Q: -- driving the car and the tractor?

A: And the tractor with the farm help on it.

Q: When did Cody start driving the car?

A: Gosh, he was probably around 12.

Q: He drove the car around where?

A: He would drive it around where we lived and he would drive it over to the farm which is probably about eight or nine miles away. Back and forth.

Q: Would he drive on the highway?

A: Yes, it's a highway. It's a main road. It's a two lane.

Q: Who allowed him to drive that vehicle?

A: Bill did. And I voiced my opinion to Bill about it and, you know, I told him it was not safe for, you know, him to drive it. But, you know, what Bill says goes and so he did.

Q: Did Kati Lyn ride with him?

A: Yes. Kati Lyn has rode to the farm with him.

Q: Eight miles away?

A: Eight miles away.

Q: What about driving the tractor? How old was he when he started with the tractor?

A: Around that same time, 11 or 12.

Q: Did you express concerns to your husband about driving the tractor?

A: I did. Yes. I was very concerned when Cody came home and told me that --

Q: No, I don't want to hear what he said. But where

would he drive the tractor?

A: He would drive it on the main highway with the seasonal farm help on the back to fields.

Q: With the seasonal farm help on the back of the trailer?

A: On the back of the trailer.

Q: What did your husband say to you when you expressed your concern?

A: He just really just blew me off.

Q: Now did things change after Daisy Simpson sued your husband? Was there more or less stress in the household?

A: There was quite a bit more stress. Quite a bit more stress in the house. Yes.

Q: Did you have, begin feeling that you were having issues emotionally?

A: Yes. Yes. I was, I became just, you know, at the point where I had total, I had just, could not deal with, you know, the way things were in our marriage. You know, the constant arguing and the fighting and not getting along, and feeling like there was nothing I could do right for him. That he felt like I did not contribute to anything and here I was with everything that I did. Pictures showed up that proved what I did.

Q: Did you seek out medical help?

A: I did.

Q: Did you have health insurance?

A: At the time I did.

Q: Who paid your doctors' bills?

A: Bill did. The insurance did.

Q: In the spring of 2004 you were served with a notice of taking your deposition. Do you remember that?

A: I do.

Q: What was your emotional state in April of 2004?

A: It wasn't very good. I'll tell you that. It was not very good.

Q: Were you taking medication?

A: I was on medication.

Q: Could you tell the Judge what you were taking, please?

A: At that time I really don't know what I was taking. The doctor was trying to find something that would be beneficial to me. So I don't remember the exact one I was on at that time.

Q: How did the medication affect you?

A: As if did it make me feel better?

Q: Better, worse?

A: I don't really know. At that time I can't really remember if that one was particularly the one that was helping me or not.

Q: When you deposition was about to be taken in the

spring of 2004 before the Daisy Simpson, William, Sr., trial, did you meet with your husband and his lawyers about whether you were going to testify?

A: Yes.

Q: Your husband was represented in that action by the same lawyers who represent him here today, is that correct?

A: That's correct.

Q: I'm going to show you exhibit number eight, which is a fax to me. This is Defendant's number eight. A handwritten note by Dr. Eagerton. Was he your physician?

A: Yes.

Q: April 22nd, '04 stating in my opinion this person is neither mentally or emotionally stable to endure a deposition. And it has your name at the top. Is this what was given to Mr. Simpson's lawyers and faxed to us?

A: Yes.

Q: Did your husband want you to testify in that case or did he tell you one way or the other?

A: I don't recall.

Q: Clearly you had an emotional issue at that time. Is there any question about it?

A: No. There's no question about it.

Q: Did you have emotional issues that, according to Judge Turbeville's order which is exhibit number nine, that if

you didn't appear at another deposition that you would not be able to testify at trial and you wouldn't testify. You knew that, didn't you?

A: Yes.

Q: You did not testify at trial, did you?

A: No, I did not.

Q: You testified in July of 2004 you went to Florida?

A: Yes. Yes, I did.

Q: You never had your deposition taken in that case?

A: No. I never had a deposition taken nor testified in trial.

Q: Have you ever testified before today or before your deposition in this case? Have you ever been deposed before other than Mr. McKenzie and those fellows taking your deposition in this case?

A: No.

Q: Now you came back from Florida, the trip that your husband funded with a couple hundred bucks. Did things get worse or better at home when you came back?

A: It was worse.

Q: Did you and he sit down and discuss an agreement?

A: We did.

Q: Did you have any money?

A: No, I did not have any money. I had no access to

any money unless he wanted to give it to me.

Q: After you and he sat down was an invitation or an appointment set for you to go to these same lawyers' offices who represented him for the purpose of getting an agreement together?

A: Yes.

Q: Who attended those meetings with you?

A: Bill's lawyer, Scott, and my grandfather and myself and Bill.

Q: Your husband at that time, Scott Robinson, your grandfather, Otis?

A: Yes.

Q: He's eighty what?

A: He's close to 85, 86, somewhere in there.

Q: And you?

A: And me. Yes.

Q: As a result of those meetings, that would have been the end of July of 2004?

A: Right.

Q: Shortly after you returned from Florida?

A: Right.

Q: Did you sign an agreement?

A: I did.

Q: Under that agreement who was to use the house?

A: I was.

Q: Who was to have custody of your daughter?

A: Joint.

Q: Primarily living with who?

A: With me.

Q: How long did you have to stay in that house? Do you remember?

A: I think maybe a year.

Q: Then you had to do what?

A: And then I had to leave.

Q: Was there an agreement or part of that agreement where a house would be built for you on property that your husband owned?

A: Yes. He wasn't going to build me a house. He was just going to let me have a certain piece of land to build me, for me to build me a house. Not for him to build me one.

Q: And if you remarried what would happen to that land?

A: Well I guess he would get the land and my house.

Q: The agreement said that the land would go back to him, didn't it?

A: Uh-huh, (affirmative response).

Q: Did you receive any money under the terms of that agreement?

A: It was a certain amount for so many years, maybe $5,000.00 a year for so many years.

Q: Now when you signed the agreement on July the 30th of 2004, where were you and your husband living?

A: We were living in the marital home.

Q: When you were living in the marital home, was this discussed at the meeting of where everybody was living at that time?

A: I don't recall that it was.

Q: Now before you signed this agreement did something happen to your health insurance and your medical treatment?

A: Yes. Bill said that I was breaking him so he terminated me from the joint account and he also cut my insurance off.

Q: Were you able to get your medication?

A: I was able for a little while to get samples from Dr. Eagerton's office.

Q: Did your husband go to Dr. Eagerton when you were present and tell him not to give you any medicine?

A: He said he did. I wasn't present when he talked to him.

Q: What did your husband tell you that he told Dr. Eagerton?

A: He said for them not to give me, that he was not going to pay for anymore of my medicines or treatment. So I found out, Renee said something to me about --

Q: Don't go into what she told you. As a result of the conversation what did you do? Where did you go?

A: I went to the mental health clinic that's located here in Manning.

Q: When you went to the mental health clinic you were living with your husband?

A: Yes.

Q: In the same house?

A: Yes.

Q: Why did you go to the mental health clinic?

A: To be able to see if I could get my medicines through them.

Q: Was there a program available for people to get medicine?

A: There was, yes. But you had to qualify. You had to qualify. They went by your income.

Q: What did you tell them at the mental health center in order to get your medicine?

A: I told them that I was separated from my husband.

Q: Could you have gotten your medication if you had told them the truth?

A: No.

Q: Did you tell your husband or did he know what you were doing?

A: Yes, he knew what I was doing.

Q: Did he encourage you to get your medication free?

A: Yes. That way he wouldn't have to pay for it.

Q: Was there any discussion with him about you being qualified for Medicaid?

A: No.

Q: About when did you start going to the mental health clinic? How long before you signed this agreement?

A: I started maybe in late spring of 2004.

Q: When you signed the agreement your husband brought a lawsuit and his lawyers prepared an answer for you to sign, didn't they?

A: Yes.

Q: That answer said that you weren't going to appear at any proceeding, didn't it?

A: Yes. I wanted to make sure that I wasn't, you know, I asked them is this all, do I have to go to any of the Hearings? And they said no.

Q: Why did you sign this agreement in the first place?

A: I signed this agreement going by Bill's word. And I felt like I was really taken advantage of when I finally learned of what there was.

Q: Did you receive a financial declaration or any disclosure of his assets before you signed that agreement?

A: I did not.

Q: When is the first time you ever saw what your husband claimed to have owned?

A: It was when I did have to go before a Judge it was placed in front of me.

Q: Were you and your husband living together when you appeared before Judge McFadden, in the same house, in August 3rd or 2004?

A: I believe we were.

Q: When you went into Court you said this document was handed to you for the first time?

A: Yes.

Q: Were you working at that time?

A: No. That was in between, you know, my K3 position. I wasn't.

Q: How much notice did you have to come down to Sumter? You went down to Sumter, did you not?

A: Yes, I went to Sumter.

Q: How much notice were you given to go down before Judge McFadden to get this agreement approved?

A: Not very much. I got a call on my cell phone that, you know, Bill said I needed to get up here as soon as I could because I did have to, he didn't think I did, but I did have to appear in Court.

Q: You went down to Sumter?

A: Uh-huh, (affirmative response).

Q: You appeared before the Judge?

A: I did.

Q: After the Hearing did your husband stay or move out before August 6th? Do you remember when he moved out?

A: It was some time around the first, second week of August.

Q: But he was there until the first or second week of August?

A: Somewhere around the first week, week and a half. I just don't have a pinpoint of what day he finally did move all of his stuff out.

Q: Now when he did move, did you have issues with having your daughter stay at home with you?

A: Yes, I did.

Q: Tell the Judge what happened after your husband moved out? Where did he move? Where did he take Cody?

A: Over to the clubhouse which was across the field.

Q: Is it a long way from your house?

A: Not very long, no. You could see it from where we lived.

Q: He was going to live there with Cody under the agreement and you were going to stay in the house with Kati Lyn?

A: Yes.

Q: After your husband moved out how much access did

you have to your daughter?

A: I didn't have a lot of access to Kati Lyn. I felt like he was trying to keep them from me.

Q: What did you do?

A: To try to gain access to them?

Q: Yes.

A: There were times, at that time I was working, there was one incident where I was working at Palmetto State Insurance which is in Summerton. It was just on my way there to take them to school. So I was going to take the kids to school in the mornings, you know. And every time I went to go over there to get them he would take off in the truck with them and wouldn't even stop or anything.

Q: Was your daughter even living in the house with you after he moved out?

A: No.

Q: You met Mr. Ingle when?

A: The very first time I met him was I was over at Bill's cousin, Debbie's house. She has a horse and Wade is a farrier by trade. He was there, you know, as a professional and he did her horse. Out of, you know, out of manners, she introduced me to him. That was all there was.

Q: Have your children, has your husband left your children with Debbie Green, his cousin, to keep and stay over night?

A: Yes.

Q: Did he ever raise any concern about Debbie Green other than when he was in Court here saying that you went to Florida with this woman?

A: No. He didn't. He just blames her now for everything else.

Q: Did you retain Jim McLaren and I?

A: Yes, I did.

Q: Did you have any money to retain us?

A: No.

Q: We filed an action to set aside the agreement?

A: Yes.

Q: Did Judge McFadden set the agreement aside?

A: He did.

Q: Did we have a temporary Hearing before Judge Myers in January of 2005?

A: Yes.

Q: Were you granted restricted visitation with these children?

A: Yes.

Q: Supervised?

A: Yes.

Q: Were you still taking medication then?

A: I was.

Q: Where have you been living since you left, and

when did you finally leave the house?

A: I finally left the house when the Judge overturned the ruling.

Q: Did your husband pay you, your ex-husband pay you the alimony that was required under the terms of that agreement on a timely basis or did he pay you at all?

A: I may have gotten one or two alimony payments out of Bill but that was it. There was nothing on a regular basis.

Q: So despite what the agreement said until it was set aside you were not getting the checks?

A: No. Once or twice I would get a check from him.

Q: Other than this period of time from April of 2004, up through the time you signed this agreement you were under the care of Dr. Eagerton and then the mental health clinic. Has there been any other time in the marriage where you were not emotionally capable of taking care of things in the house and taking care of the kids?

A: I think that time around the late spring, early summer, you know, it had just gotten me to the, to just a breaking, I was at my breaking point. I felt like I just could just not take it anymore. I felt like I had a physical and a mentally breakdown. And, you know, I may not have made correct judgements. But I feel like, you know, three or four months out of 15 years of marriage where I was a faithful and

a good wife and a good mother, you know, I think the Lord will forgive me for that.

Q: Did you take an overdose?

A: I did.

Q: When did you do that?

A: That was around late spring time.

Q: Of 2004?

A: Yes.

Q: Was your husband home?

A: I ingested more of my antidepressants than I should have. I told Bill I did this and --

Q: Did he take you to the hospital?

A: No. He did not take me to the hospital.

Q: What did he do?

A: He was told to take me to the hospital. But thank God I woke up the next morning and I was there by myself with the door closed.

Q: You told him you took an overdose?

A: I told him I took an overdose. He was told I took an overdose. He was recommended to take me to the hospital.

Q: Ms. Simpson, in May of 2004 were you considering finding a lawyer?

A: I'm sorry. What?

Q: May of 2004, late May, did you think about or

consider getting a lawyer?

A: No, I did not have the money to find a lawyer. I, you know, thought I trusted Bill enough and trusted Bill's lawyers enough for them to be fair and to disclose things that they thought I should know. And, you know, I felt like I was taken advantage of.

Q: In the spring of 2004 did your husband have any conversations with you about having you committed?

A: Yes.

Q: Would you tell the Judge what he told you?

A: He thought with my erratic behavior he just thought I just needed to be committed.

Q: Who would take care of the children?

A: I don't know. He didn't, he didn't say.

Q: Do you have health insurance today?

A: No, I don't.

Q: Do you remember when Judge Myers ordered Mr. Simpson to pay you $37,500.00 as an advance against equitable division and/or attorney's fees as may be determined and allocated by this Judge that's hearing this case?

A: Yes.

Q: That order was signed in February of 2005. Do you remember that?

A: Yes.

Q: Did your husband voluntarily just write a check

for that money?

A: No.

Q: Do you remember when it was finally paid?

A: It was paid in late winter maybe.

Q: Did you utilize any of those funds to live on?

A: I did.

Q: Did you get any job since you left home, left the house in January of '05? How many jobs have you had?

A: Two.

Q: Would you tell the Court where you were working?

A: I was able to get another job at the time with Piggly Wiggly. I had very, very little hours there. There was really no full time work there. I worked what they had. August of 2005 I applied for a job at a hair salon in Sumter. And I've been there ever since.

Q: The name of that place is?

A: It's called Tama and Company.

Q: Is that the employment that you show on your financial declaration?

A: It is.

Q: Now your financial declaration in this case, let me show you. All these supplies, did you get all your property out of the house? Have you gotten your property?

A: No, I have not gotten all of my property.

Q: I'm going to show you exhibit number six which is

a picture of a truck. That's Defendant's six. A picture of a truck with an open bed truck. Where is that truck located, Ms. Simpson?

A: That's located at the farm, the W.R. Simpson Farm.

Q: Can you tell from the picture what is on the back of that truck?

A: That appears, that is my things, my belongings, my decorations, all of the holiday things that were in a storage building located in our back yard.

THE COURT: We need to take a break.

MR. WARNER: Ms. Simpson, don't talk to anybody, okay?

MS. SIMPSON: Okay.

MR. WARNER: Do you need some water?

MS. SIMPSON: Can I have my drink?

(Off the record)

THE COURT: Proceed.

MR. WARNER: Thank you, Your Honor.

Q: Ms. Simpson, I think we were talking about the items in the back of the truck. Do you know where, how long were your decorations left out there open to the elements? Do you have any idea?

A: No, I have no idea.

Q: Do you know where they are now?

A: No. Only by what the testimony Bill gave.

Q: Have there been times, how much effort have we made to get you out there to be able to get your things?

A: This is just some of my things. My other things are located in a van trailer that's located at the marital home.

Q: Are there things in there aside from furniture that are memorabilia to you because of your family?

A: Yes. I hope that there are my things, my parents things that they left me.

Q: Would you tell the Judge what some of those things are?

A: I have a box with things that were from my mom, she left me. I don't have that many. I know I have pictures and stuff that I don't have now of my parents and when I was small. I don't have the little book that was left for me that was about comfort and sorrow. There's just several things. I don't have my grandmother's china that she wanted me to have.

Q: Where was the china the last time you saw your grandmother's china?

A: In the house.

Q: Do you know where it is now?

A: No. I hope it's still in the house.

Q: How many times have you gone out to try to get your items?

A: I have been out there one or two times. I did

not have access at each time to be able to get all of my things. I was able to get necessity things like some clothes and shoes and things like that because I didn't have it. I didn't have my clothes and I didn't have any shoes. I just wanted the opportunity to go back and be able to get all of my things. But that was stopped.

Q: When you went out there did a deputy accompany you?

A: Yes.

Q: Each time?

A: Each time. Except for one time and that was around the time that the thing was coming out, the overturning. And I went to the house to get some of my things and Bill had changed the alarm code on me and I set the alarm off.

Q: This was about the time Judge McFadden overturned the agreement?

A: Yes, to try to get my things.

Q: Do you have all your clothes?

A: No.

Q: Do you have -- let me ask you this. Talk to me a minute about a vehicle. You were driving a suburban vehicle?

A: Yes.

Q: How reliable was that vehicle?

A: Most of the times it wasn't reliable. It had a

lot of major mechanical problems to it. It had a lot of transmission problems. You would, there was, you had to constantly fill it up with transmission fluid because it would leak so bad and the gears wouldn't change.

Q: Is that the vehicle you received under the agreement?

A: Yes.

Q: When the agreement was set aside were you able to afford to keep up the vehicle with no money?

A: No, I wasn't. I was not at all.

Q: Do you know where the vehicle is now?

A: By Bill's testimony it's at his house.

Q: Was that thing in good shape when you left it on the side of the road?

A: Actually to clarify that side of the road, it was not left on the main side of the road. It was left in the median right beside where I live. We live like on a dirt road and right in there on the dirt road is where it was left. It was not left for vandalism. It was left on the property of where I live but in the median on the property, where some trees.

Q: After you finally received the $37,500.00 check after you remember Judge Young held your husband in contempt?

A: Yes.

Q: Have you been receiving monthly payments from our

accounts for living expenses?

A: Yes.

Q: How much a month has been paid out of that?

A: It was $1,000.00 a month.

Q: Is that money anywhere to be found or what did you use it for?

A: Living expenses, trying to survive.

Q: Was an automobile purchased with any of that money?

A: Yes.

Q: What kind of vehicle is that?

A: It's a 2000 Sophia Kia.

Q: Do you remember how much that vehicle cost?

A: It was around $1,500.00 to $1,700.00.

Q: Have there been insurance bills or tires paid for?

A: Yes. Taxes.

Q: Taxes. Now on your financial declaration, until we received the appraisal just last week do you know of any other -- and I'm going to hand you a copy of your financial declaration. Do you know of any other, do you own any other assets outside from that vehicle?

A: That's the only thing that I have that isn't --

Q: That's in your name?

A: That's in my name.

Q: Do you want to get access to, at a reasonable time, with a truck or something to move your items?

A: I would love to be able to get my things.

Q: You haven't had access to them since January of '05, is that correct?

A: It's been quite a while.

Q: Look at the second page of your financial declaration, please. Bank of America. You have a $12,500.00 obligation to Bank of America?

A: Yes.

Q: When did you incur that debt?

A: I inquired that debt not after the agreement, the first agreement was signed. I did not have, that was about the only thing that I had to live on.

Q: So between the time of August of 2004 and until you got the money from the equitable division in March or April of '05, that's when you incurred that debt?

A: The majority of that debt, yes.

Q: Now do you have the funds with which to pay Mr. Hobbs? Mark Hobbs?

A: Do I have the funds?

Q: Yes.

A: No.

Q: Do you have the funds with which to pay for the appraisals of the property?

A: No.

Q: Do you have the funds with which to pay Mr. McLaren and myself?

A: No, I don't because I wonder where my money is going to come to pay my insurance and tags on my car at this time, much less pay you.

Q: Now we talked just a minute ago or a little bit ago about your husband's dogs. Do you have any idea of the value of the hunting dogs?

A: No, I don't.

Q: Does he have rifles and guns?

A: Yes, he does.

Q: How many?

A: Oh, I don't know the amount that he has but he has quite a collection.

Q: Do you know the value of any of them?

A: No.

Q: Does he have any other type of collections, antique cars anything like that that you know about?

A: He has a variety of things that he collects.

Q: Like what?

A: He collects old Jim Beam bottles, wine bottles with wildlife scenes on it, old traps and different things. Hunting traps. And he just, and farm toys, tractors and combines and things like that.

Q: Do you know the value of any of those or have those been reported anywhere?

A: No.

Q: That you've seen?

A: No.

Q: Were those all acquired during the marriage?

A: Well, I'd say 99% of them were acquired.

Q: When you and he married on September 8th, 1989, did he own any assets? Did he have any money?

A: No. Not that I know of.

Q: Other than the $6,000.00 did you have anything else?

A: No.

Q: Now we came down here, do you remember when we were before Judge Kinard Johnson down here at a hearing about a pregnancy test?

A: Yes.

Q: That order said that you would submit to a test by a physician chosen by your husband?

A: Yes.

Q: Have you ever been notified after that hearing and the expense we went to to come down here to go to any physician to get a pregnancy test?

A: No, I have not.

Q: Have you been pregnant?

A: Only with Cody and Kati Lyn.

Q: Have you had any relationship with another man until after you signed that agreement on July the 30th of 2004, during this marriage?

A: No, I have not. And let the record show that I am under oath.

MR. WARNER: Judge, I don't have any further questions of Ms. Simpson at this time.

THE COURT: Proceed please.

MS. SIMPSON - CROSS EXAMINATION BY MR. McKENZIE:

Q: Ms. Simpson, I'm glad you understand you're under oath.

A: Well, I just wanted to let you know that I was under oath.

MR. WARNER: Judge, I ask the comment be stricken. I don't think there's a place for that.

THE COURT: We can stop all this.

MR. McKENZIE: We can, Your Honor. And I just ask that that last comment that she made be stricken, too.

Q: Ms. Simpson, do you recall helping your Attorneys fill out the financial declaration, don't you?

A: This one here?

Q: Yes.

A: Yes.

Q: I mean, you participated in that fully, didn't

you?

A: I did.

Q: Where is the $1,000.00 worth of income that you are receiving per month from Mr. Warner's office reflected on the front page? Turn to the front page. Where is the $1,000.00 worth a month of income that you're receiving from Mr. Warner's office reflected there?

MR. McKENZIE: Judge I object to the form of the question. It's not income.

THE COURT: Sustained. It's not income.

Q: Where is your car on your financial declaration?

A: I don't see my car.

Q: So your car is not listed on here but it was bought with money that was to be determined at a final Hearing as to whether or not it was equitable division or attorneys' fees, is that correct? That's your testimony, wasn't it?

A: Yes.

Q: Okay. Where is your financial marital assets addendum? Do you see one on your financial declaration?

A: No.

Q: Your Attorneys had access to all of these appraisals that were done on the property, did they not? Because they actually put the numbers down here?

A: Okay.

Q: And they didn't fill out a marital assets

addendum that you're aware of?

A: No, not that I'm aware of.

Q: Tell me about your doll collection. Is it on your financial declaration?

A: My doll collection?

Q: Your doll collection.

A: Would you consider three dolls a collection?

Q: Well, aren't they antiques?

A: No. I have one antique doll but that's all I have.

Q: How much is it valued, what's it worth?

A: I don't know what it's worth.

Q: But yet you consider Bill's guns as marital property?

A: Do I consider it as marital property?

Q: Yes.

A: Um -- (no response).

THE COURT: We can move on. That is up to the Court.

Q: How about your computer? You took your computer with you, didn't you?

A: I did take my computer. Yes.

Q: It's not on here, is it? It's not listed on here as being valued on your financial declaration, is it?

A: No, it's not.

Q: So the computer, the car. What else is missing

that you don't have on there?

A: Well that's all that stuff that's in the trailer.

Q: Let's talk about that for a minute. Isn't it true that you were, you received, your Attorney received numerous faxes regarding coming to get your property?

A: Yes, that you would have it boxed up in your office, but I don't see how you can get a trailer's worth boxed up in your office.

MR. McKENZIE: Your Honor, we'd like to exhibit these, or Attorney's exhibits as number --

COURT REPORTER: Nine.

MR. McKENZIE: Defendant's number nine.

MR. WARNER: Plaintiff's nine.

MR. McKENZIE: Plaintiff's number nine, Your Honor.

THE COURT: Any objection?

MR. WARNER: No objection.

THE COURT: Without objection.

(Plaintiff's Exhibit Number Nine was Marked for Identification) **Q:** Ms. Simpson, let's turn to the first one dated August 29th, 2005. Can you read that one for the Court?

A: The very, the top one?

Q: The top one?

A: I have now had an opportunity to speak with my client. Your client may retrieve her personal belongings on

Sunday, September the 25th.

Q: Okay, the next one which is dated August 31st, two days later?

A: 31st?

Q: Yes.

A: I have now had an opportunity to speak with Mr. Simpson about your client's retrieving her personal belongings and Mr. Simpson has agreed to box up Ms. Simpson's remaining personal items and have them delivered to either our office or another destination of Ms. Simpson's choice for her to pick up.

Q: So we were offering to actually deliver them to you at that point?

A: But my question was, how could you box up my bed and my china cabinet and all of that?

Q: Ms. Simpson, the incident regarding the chicken manure, your husband didn't rub your face in chicken manure. You and he were actually in combat fighting each other, is that correct?

A: No, that isn't.

Q: And you fell in it?

A: No, that is not correct.

Q: Okay. Now you deny the fact that you would fight your husband?

A: That I would fight my husband?

Q: That's correct.

A: What do you mean by fight? Do you mean fist fight?

Q: I'm talking about mutual combat. You would jump on him?

A: Would I jump on him?

Q: Yes.

A: Yes, I jumped on him to save my dog. To try to get the dog from him. I was trying to get the dog from him. Yes, that's when I jumped on him.

Q: Is that the only time that you jumped on him?

A: That I can recall.

Q: I hand you your deposition.

MR. McKENZIE: Your Honor, we would move this in as Plaintiff's number ten.

(Plaintiff's Exhibit Number Ten was Marked for Identification)

Q: Would you turn to page 11 of your deposition?

A: Yes.

Q: Can you read us lines eight through twenty-five?

A: Did you ever strike Bill? Yes. Okay, so it's you would strike Bill, Bill would strike you. Is that the way this would happen, I mean? No, not all the time. No. Okay. Sometimes he would just strike you? Well I would, I would jump on him if that's what you mean. Uh-huh, (affirmative response). Striking. Okay. But I don't remember ever

hitting him. Well, what do you mean by jumping on him, just jumping on him? Jumping at him? Attacking him? Yes. Okay. And would he hit you in return?

Q: So you did jump on him on more than one occasion?

A: I don't recall jumping on him more than one occasion.

Q: You threw a vase at him?

A: I threw a figurine at him.

Q: Let's turn to page 51 of your deposition?

A: I'm sorry. What page?

Q: Page 51. Do you want to read lines one through eight for me?

A: Did you ever throw a vase at him and hit him with it? Yes. Did that require medical attention? Not that I know of. Did it cut him? Probably. To what?

Q: Okay. I guess read on. In fact, that vase did, it actually hurt him, did it not?

A: I don't know if it hurt him.

Q: Well you said --

A: I said probably. I threw at him and I said probably. I did not know if it did or not.

Q: Now this is the man that you were so afraid of, that Mr. Warner and you characterized as you being so afraid of and intimidated by that you would actually pick up a vase and throw at him and he actually left the home. He didn't

turn around and jump on you after you threw the vase at him, did he?

A: No. He had someone there at the house with him.

Q: He left the home?

A: Uh-huh, (affirmative response).

Q: He was injured when he left the home?

A: I don't know. He went back hunting so I guess it wasn't too bad.

Q: Read on after line seven?

A: Well you were there. Did it cut him? He left. I suppose it did. I don't know. Do you recall when that was? Early '90s.

Q: Okay. Now did Bill ever slap you or ball his fist up at you?

A: I don't remember if he did or not. It was more of him pushing.

Q: Well turn to page 14 of your deposition. You remembered then. Page 14, lines 15 and 18. Fifteen through 18. It may be 14. But did he ever ball his fist up and hit you is the question?

A: No.

Q: Did he ever slap you?

A: No. Did he compress my vertebrae? Yes.

Q: Let's talk about that a second. Your Lawyers have all these boxes over here. Where are your medical

records on that? This didn't happen that long ago, did it?

A: That happened four or five years ago.

Q: And you went to Clarendon Hospital, didn't you?

A: I did.

Q: You don't have any medical records on that, do you?

A: I'm not sure if there are medical records on that.

Q: Well you haven't introduced any medical records on that?

A: Well you are able to get them, you know.

Q: But weren't you able to get them also?

A: I didn't, I wasn't, that's what my lawyers are for.

Q: So your lawyer is supposed to get those. Why didn't you tell your therapist, Renee Ward, about the fact that you had a cracked vertebrae from your husband?

A: Because I didn't.

Q: You didn't have one?

A: I did have one. I didn't tell her.

Q: You just didn't. You told Renee that you were depressed all your life and you had that depression from the fact there are some incidents that happened in your childhood?

A: That is not true. I don't know where you get that from. That that's where all of my depression came from

was from my childhood. No.

Q: Let's look at your depression. Let's turn to page 47, lines 17 through 20?

A: Page 47, line what?

Q: Seventeen through 20. My question to you was have you had problems with depression your entire life?

A: Yes.

Q: Okay. It just escalated more with your marriage?

A: It escalated more within my marriage.

Q: Okay. So you've had depression your entire life, is that correct?

A: I've had depression, yes, on several occasions. I guess the death of your parents would make you go into depression a little bit.

Q: Okay. But you've had depression your entire life and not just because of this marriage. Is that correct?

A: My marriage escalated, caused a lot of problems for me.

Q: You were diagnosed with bipolar in the spring of 2004, is that correct?

A: That was the diagnosis.

Q: And you were on a lot of medications?

A: Yes.

Q: When you went to Florida and you got these tattoos with Kati Lyn with you, did you take her to the tattoo

shop with you?

A: No. I think that's illegal to do that.

Q: Well I'm asking you, did you take her to the tattoo shop?

A: No. I did not. She was with --

Q: Did you show your tattoos to her?

A: Yes. She saw the tattoos.

Q: She thought they were great?

A: She especially liked the one with her and Cody in it.

Q: And the third balloon is for who?

A: It's just a third balloon.

Q: To be filled in later?

A: No.

Q: So it's just going to be an empty balloon?

A: Yes, it is.

Q: You understand you committed adultery during your marriage, don't you?

A: I did not. When I signed that first agreement. I do not have any law background. I did not even have a lawyer to represent me. And I thought that when I signed that first agreement and it was over with that I was divorced. I then had another relationship. But during my marriage I was a faithful wife the whole time.

Q: But you were married, were you not?

MR. WARNER: Your Honor, let me object to this. We've got questions here of the lawyers knowing this lady was on medication, bipolar, preparing an agreement for her, taking her to Court. And now questioning when her separation was and this agreement was set aside months later. At the time, excuse me. I want to finish my objection, please. At the time the acts occurred, the agreement they prepared, took down there and she relied on as a final agreement was later set aside. And I object to the line of questioning because they participated in this. And now they're making it a folly out of this out of these proceedings.

MR. McKENZIE: I can move on to another question.

THE COURT: Thank you.

MR. McKENZIE: Thank you.

Q: Whenever you found out your agreement was overturned, because you asked for it to be overturned, do you remember that? Did you move out of the house with Wade Ingle?

A: No.

Q: You continued to live with him?

A: I did not move in the house. I did not move full time in the house with Wade Ingle. I still had residency at the marital home until it was later taken in the overturn.

Q: And you moved in with Wade Ingle?

A: Yes.

Q: So you made a conscious decision after the

agreement was overturned to move in with Wade Ingle?

A: After the home was taken, yes.

Q: So you were not divorced until after that agreement was overturned?

A: In March.

Q: In March. So I guess the answer to my previous question is yes, is that correct?

A: To what?

Q: To the question about adultery?

A: Yes. That was what the divorce was made on, was the adultery.

Q: If you had been depressed because of your husband's actions, wouldn't you have told Ms. Ward that when you were seeking her help?

A: I was, I was. No. I don't know.

Q: You don't know?

A: No.

Q: I mean, you went to Ms. Ward and you said, Ms. Ward, I need medication. I am depressed, I am whatever. Why didn't you tell her that your husband's actions were the cause of your depression?

A: I don't know.

Q: You don't know. Okay. Isn't it true that you attempted to overdose on your antidepressants? And as a result of the attempt to overdose on the antidepressants your

husband went to Dr. Eagerton's office and said don't give her anymore free samples because she is trying to OD on them?

A: No, he did not.

Q: That's where you were getting your medication from was Dr. Eagerton's office, the free samples, is that correct?

A: I was getting prescriptions written to me. And then I had to go to free samples because Bill cut my insurance off until I could get to the mental health.

MR. McKENZIE: I beg the Court's indulgence, Your Honor.

Q: When you attempted to overdose were your children in the house?

A: I don't recall.

Q: Turn to page 86 of your deposition. Starting at line 22. Question, at the time when you overdosed were your children in the house? What was the answer?

A: Yes.

Q: So now they were in the house?

A: I said I didn't recall. I didn't.

Q: Do you recall now? Did that refresh your memory?

A: Yes. Thank you.

Q: You had a credit card with the Bank of America that's showing up on your financial declaration as showing a debt of $12,000.00, is that correct?

A: Yes.

Q: How much of that debt was incurred before the separation and how much was incurred after the separation?

A: I know there was quite a bit that occurred after the separation because that's what I had to live on.

Q: Would you say half?

A: Half of it?

Q: I mean, how much was incurred before the separation, before August 20, or July 30th and how much was incurred after? Because when we did your deposition you remembered that? Do you want to turn to page 56 and see if that helps refresh your memory? Start reading at line 16?

A: On page 56?

Q: On page 56.

A: Okay. So the Bank of America card is the card that you actually get cash off, cash advances? Yes. Okay. And $8,000.00 of that was incurred at or incurred prior to your separation. That I know of. Yes.

Q: Okay.

A: That I know of.

Q: And I asked you what --

A: At the time I guess I wasn't sure then.

Q: But it was at least $8,000.00 debt at that time. So since the separation you incurred another $4,500.00 on that card?

A: Yes.

Q: So that would be a non-marital debt that's on your, that $4,500.00 on your financial declaration would not be accurate, would that be correct? Only the $8,000.00 would be correct?

MR. WARNER: Judge, I object to the form of the question. This is current.

THE COURT: Sustained.

MR. McKENZIE: I'll rephrase it, Your Honor.

Q: Your financial declaration reflects $12,500.00 that you owe the Bank of America. Is that correct?

A: Yes.

Q: How much of that was incurred prior to you filing for divorce?

MR. WARNER: Object to the form of the question. She never filed for divorce.

THE COURT: Sustained.

Q: How much of it was obtained before your husband filed for divorce or filed this action?

A: Um --

MR. WARNER: Your Honor, let me object again. There are two actions filed. I apologize. One is August of '04 and then one of them is September of '04, which is the divorce action before the agreement was set aside. I don't know which action. There are two actions here. I think he needs to

clarify with the witness which one he's speaking of.

THE COURT: Re-ask your question.

Q: Well the action that brought about this equitable distribution hearing which I guess would be the September 4th, action, is that correct? September 4th of 2004. How much of that was debt prior to that action and how much occurred after that?

A: Well when the question was asked about $8,000.00 I said I thought so. I didn't know.

Q: But you knew you had a substantial debt on there, right?

A: There was a debt on there.

Q: Right. You during your marriage you had a checking account, did you not? Your own private checking account?

A: At the time when I was, yes, working.

Q: You were working up until what time?

A: May of 2004.

Q: Okay. You also had access to the joint checking account, did you not?

A: Very seldom in the marriage did I.

Q: Let's turn to page 33 of your deposition. Read lines 19 through 25?

A: Did Bill give you an allowance to buy groceries? He would, yes. Well he, I mean, I would buy groceries. The

allowance was when I didn't have, when I didn't have access to the checking account. To the joint checking account? Uh-huh, (affirmative response).

Q: Before that what bills did you pay at the house, line 15?

A: I would buy groceries, some groceries. But mostly I would buy like the kids clothing and things like that.

Q: How about start reading line one on that page, question, I guess it would be question number two. The lines are little bit off but where it says, question, okay so does the money go in a joint checking account?

MR. WARNER: Your Honor, it's a little bit, I don't understand whether he's trying to contradict the witness, have her read her deposition. It looks like, I don't know the purpose of him using the deposition. I think he can ask her to the questions and if she says something's not in her deposition he can certainly impeach her. But to have her sit here and read the deposition.

MR. McKENZIE: Thank you, Your Honor. I'll be happy to ask her.

Q: Did you have separate accounts?

A: There was times I had a separate account.

Q: Did you have a separate account at the time that you and your husband separated?

A: Yes.

Q: Did you have money in your separate account?

A: At the time we separated?

Q: Yes.

A: Minimum. Not hardly anything.

Q: Not hardly anything.

A: No.

Q: But your husband --

A: Because I did not work since May. So I don't know. I didn't have any.

Q: So your husband, you went to Florida in July, right?

A: Yes.

Q: And he gave you how much money, do you know?

A: Around $300.00. It was around my birthday and he gave me that.

Q: He gave you enough money to pay for the whole trip, right?

A: Yes.

Q: Who paid for the tattoos?

A: I used the money that he gave me.

Q: You got that much tattoo work done for $300.00?

A: No. I got it for less.

Q: Less than $300.00?

A: And I don't know how much it was.

Q: You had three tattoos done?

A: Yes.

Q: And you stayed in a motel. How long did you stay down there?

A: Three days.

Q: Three days you stayed in a motel room?

A: We stayed in the motel one night. We stayed with Debbie's family as well.

Q: You ate out every night?

A: No, we didn't. She had family down there and we spent a lot of time with her family.

Q: Do you recall leaving your children on September 10th, 2004 at Becky Green's house after midnight?

A: With Debbie Green?

Q: I'm sorry. Debbie Green, to go and have sex with Wade Ingle?

MR. WARNER: Your Honor, I don't see the --

A: Oh, my gosh.

MR. WARNER: -- relevance of this to, the custody is settled. They're separated. I object.

THE COURT: Is this after the date of filing?

MR. WARNER: After the date of filing. It's irrelevant.

THE COURT: Let's move on.

MR. McKENZIE: Your Honor, they went into her being a

good mom. She left her children at someone else's house --

THE COURT: That was during the marriage. I don't want to hear anything after the date of filing.

Q: Your salary at Clarendon Hall was $8.00 an hour?

A: It was around that, yes, $8.00 an hour.

Q: When you left Clarendon Hall it actually increased the tuition that your husband had to pay in order to send both children to private school, is that correct?

A: Yes, it did. I didn't leave Clarendon Hall on a voluntary basis. The program was done away with, which did away with my job. That was not something I did on my own.

Q: How much did it cost to send your children to private school?

A: It was close to, without the discount it was over $2,000.00 but the children went free when I was able to work there.

Q: On page 60 you testified to a different thing. Do you want to look at that?

A: Sure.

Q: Starting with line one, can you read that through line seven?

A: Line seven?

Q: Yes. Line one through seven?

A: It was like $400.00 a month for both of them or for one child. For one child. Okay. So one of the children

was able to go free. So that's an extra $4,800.00 a year.

Q: Answer?

A: That saved Bill, yes.

Q: We were talking earlier about when you OD'd?

A: Yes.

Q: And Bill went down and talked to Dr. Eggerton and told him that you were no longer going to be coming there, is that correct?

A: I don't know where you got that he talked to them after I OD'd. I don't recall that. I haven't heard that. I don't --

Q: On line ten of page 80 it talks about, if you read down through 25, you said you were not getting free samples from Dr. Eggerton, is that correct?

A: No. I said she was able to give me some free samples until I was able to go to the mental health clinic and lie and tell them I was not with my husband because my husband terminated my insurance.

Q: Because it was breaking him, right?

A: It was breaking him.

Q: You testified earlier with Mr. Warner, I believe, that your husband went down and talked to Dr. Eggerton about your health condition, is that correct?

A: He did but I didn't say that he did after I OD'd. I don't know where you got that from.

Q: Well when did he do it?

A: I don't know when he did it, but it was not for the purpose because I OD'd.

Q: Well you OD'd on the free samples, didn't you?

A: No, I didn't. It was on a prescription drug, Melaril.

Q: I understand it was on a prescription drug.

A: It was she wrote me a prescription for Melaril. I went to the Super X pharmacy in Manning and I picked it up. She did not give me a free sample of that.

Q: Okay. I asked you on page 80, I said, how did Dr. Eggerton give you medication if you had no insurance and you said what? Line 25?

A: If you had no insurance. After I had no insurance they had to give me samples.

Q: Okay. So you OD'd while you had insurance?

A: Yes. On a prescription that they had given me.

Q: Okay. So my question is, when did you OD?

A: I don't know when. It was sometime in late spring.

Q: So your husband didn't terminated your insurance until after you attempted to overdose, is that correct?

A: No. I don't know. I told you I don't remember the date of when I OD'd. His reasoning to me was because I was breaking him. That was his words to me.

Q: Well, Ms. Simpson, let me ask you this question. If you are out there and you are taking medication to the point where you are overdosing on it, and your husband goes and talks to Dr. Eggerton about it, about anything. I don't care what it is about. But he went and talked to Dr. Eggerton. Doesn't it make sense that he cancelled your insurance so you wouldn't have access to get anymore medication?

A: No.

Q: It doesn't?

A: I would have hoped that he would have wanted me to get help.

Q: But, Ms. Simpson, the help that you were getting --

A: I don't understand why he would want to cancel my insurance.

Q: Ms. Simpson, the help that you were getting, you were OD'ing on the medication the doctor was prescribing to you. You understand that, don't you?

A: I did one time, yes.

Q: So you can understand why your husband would be concerned about you having access to medication?

A: No. That was not his reasoning. It was because I was breaking him and it was the money issue.

THE COURT: Move on.

MR. McKenzie: I will.

Q: How much money have you received from your Attorneys to date?

A: I'm not sure.

Q: From the $37,500.00?

A: I don't know.

Q: You don't know. When did they start paying you the $1,000.00 a month?

A: Right after Bill was held in contempt.

Q: Okay. So you got $1,000.00 a month and you were able to purchase a car. How much was the car worth?

A: I don't know how much it was worth. I know what I bought it for. Around the figure that I bought it for.

Q: What did you buy it for?

A: Around $1,500.00 to $1,700.00.

Q: Do you see on the second page of your financial declaration, your bill to Mr. Warner?

A: Yes.

Q: Do you believe that to be a fair amount that he's charging you?

A: Yes.

Q: You're comfortable with that amount, paying him that kind of money?

A: Well I signed forms and that's what my fees are.

Q: If you were so intimidated and threatened by your

husband, and concerned I guess for your physical safety, you didn't discuss with him the fact that you wanted to go and get three tattoos in Florida?

A: He knew I was going to get a tattoo.

Q: So he knew you were going to get a tattoo, that was no surprise?

A: No.

Q: And you deny the fact that you had breast augmentation?

A: I don't understand how you can go on a trip for three days to Florida and just walk into a place and just ask them for a breast augmentation. Considering I had no money but $300.00.

Q: Well you had a credit card debt with $8,000.00 on it, do you understand that?

A: Yes.

Q: And that credit card was actually being sent to your sister's home so that your husband wouldn't see it, isn't that correct?

A: Yes.

Q: The LLC that we've been discussing, that was given to your husband as a gift by his father, wasn't it, isn't that correct?

MR. WARNER: Your Honor, let me object again. Judge Turbeville's decree is in evidence. It finds the husband

earned this property during marriage and he's collaterally estopped.

THE COURT: Sustained.

MR. McKENZIE: Your Honor, I'm not real sure that's what Judge Turbeville's order says. But it reads for itself. It's in evidence and it says for itself what it says.

THE COURT: Okay.

Q: You have a very bad relationship with Cody? You slapped your son?

A: I popped my son in the mouth. That's in my deposition. If you want me to read how I did it, I can.

Q: Well you popped him in his mouth and you caused him to bleed, is that correct?

A: In my deposition as it reads, when I popped him in his mouth he had not had his braces on at the time. His two front teeth were out a little bit forward and when I popped him in his mouth with my cupped hand, his lip hit his teeth.

Q: You were the disciplinarian in the home, is that correct?

A: I was the main disciplinarian, yes.

Q: You often beat your children with a belt?

A: No. I did not beat my children.

Q: Did you cause any marks on Cody's face when you hit him in April of 2004?

A: No, I didn't. I told you what I did.

Q: You knew little or nothing about your husband's business policies, is that right?

A: I did not know much about my, Bill's financial business. I was taking care of the children. I was taking care of the house. I was doing what he wanted me to do was stay at home.

Q: So you didn't participate? You didn't drive any tractors in the field?

A: No. I didn't drive any tractors in the field. No, I didn't.

Q: You didn't do anything as far as handling the books or paperwork or anything for the farming operation?

A: He didn't want me to.

Q: Did you volunteer?

A: Yes, I volunteered.

Q: And he didn't want you to?

A: No, he didn't.

Q: Do you understand that the home that you and he occupied during the marriage was actually given to you by his father?

MR. WARNER: I object to the form of the question, Your Honor. That's not the evidence. It was that the property came, but the house was not a gift.

THE COURT: Rephrase.

Q: Alright. The property that the house was sitting on was actually given to your husband by his father?

A: Yes.

Q: Do you understand that your name is not on that property?

A: Yes.

Q: Do you understand that your name is not on any property.

A: Yes.

Q: Do you understand that the temporary order gave you use and possession of the suburban, is that correct?

A: It is.

Q: It required you to maintain it, is that correct?

A: Yes.

Q: And you did not do that, is that correct?

A: I did not have the funds to do that. I did not have the funds to keep it up. I did not have the funds to keep insurance or tags on it. And we contacted your office to let you know this so that Bill could come and get it because I had no way of paying for this.

Q: You were living with a man, is that correct?

A: Yes.

Q: He was paying your bills?

A: He was helping me.

Q: What bills did you have at that time?

A: I had several bills. I don't know all of them.

Q: And you couldn't maintain the vehicle that you were driving?

A: No, not working at the Piggly Wiggly one or two days a week.

Q: And not with someone else paying the rent? You weren't paying the rent, were you?

A: I was doing what I could.

Q: Are you paying rent now?

A: I'm helping.

Q: How much is the rent a month?

A: The rent a month is near $700.00.

Q: So you're responsible for $350.00 of that rent?

A: When I can.

Q: Are you helping with the food and household supplies?

A: When I can.

Q: You got on your financial declaration that you spend $433.00 a month on food and household supplies?

A: Yes, when I can. Yes.

Q: Is it when I can or is it monthly?

A: It's when I can. I mean I can't tell you monthly. It's when I can. It may be monthly for three or four months and then the next month it may not be.

Q: So this is not an accurate, this financial

declaration is not an accurate picture of your monthly expenses?

A: It's when I can.

Q: Is that right?

A: I think it is.

Q: So you spend $350.00 a month every month on rent, is that correct?

A: When I can.

THE COURT: You're going to get the same answer every time.

MR. McKENZIE: I understand, Your Honor.

THE COURT: Let's move on.

MR. McKENZIE: I understand.

Q: You spend $350.00 a month on auto expenses?

A: Where are you? Auto expenses?

Q: Yes.

A: Yes, insurance and gas and repairs, yes, I do.

Q: You can spend that now, but you couldn't spend it back when the suburban, you were required to keep the suburban up?

A: Because I had a job that I worked two days a week. I had no other income coming in.

Q: Didn't you help your, when you were ordered to pay child support didn't you report to the Court then that you were helping your boyfriend, Wade Ingle, in his farrier

business?

A: Yes, on the days that I was not able to be or required to be at the Piggly Wiggly then I would help him.

Q: So did he pay you any money?

A: No.

Q: On your financial declaration you have not listed an addendum, marital assets addendum, but you have put down values. And you put down all those values as being property in the husband's column, is that correct? Do you see that?

A: What page are you on?

Q: I'm on the second page.

A: Yes.

Q: So you're claiming that all that property is located in the husband's name?

A: I don't have anything in my name but my car.

Q: And your car is not listed on the financial declaration?

MR. WARNER: Asked and answered, Your Honor.

THE COURT: Sustained.

Q: So you're not claiming it because you haven't put anything on the marital assets addendum? You're not claiming any of that is your assets, are you?

MR. WARNER: Object to the form of the question, Your Honor. That's placed on there by title. He knows that.

THE COURT: Sustained.

MR. McKENZIE: Your Honor, I want to just clarify something for the record. I don't want to belabor this point, but I'm just getting a difficult picture of what the purpose of this financial part of the marital asset addendum is for if they're not going to have one listed as required by the Court also.

THE COURT: I don't know why you all didn't do them, either one of you.

MR. McKENZIE: But my question is, are both parties supposed to do this marital assets addendum for the Court, because they're on neither financial declaration.

THE COURT: We will talk about that in this case when we finish the testimony.

MR. McKENZIE: Thank you, Your Honor.

Q: Now, Ms. Simpson, you did not tell Renee Ward about the chicken manure story or the body slamming story because they didn't occur, did they?

A: Yes, they occurred.

Q: Okay. But you don't have a specific date for those things happening?

A: No, I don't have the specific date. I gave you the year.

Q: What year are you claiming?

A: It was something very hard in my life that I had to deal with and I tried to depress it.

Q: I understand. The chicken manure incident happened in what part of your marriage?

A: The beginning of my marriage.

Q: Okay. So that obviously didn't break up your marriage?

A: It contributed to it. I put up a lot with him to try to keep my marriage together.

Q: When he broke the vertebrae in your back did that did that contribute --

A: He compressed my vertebrae.

Q: Okay. Compressed your vertebrae?

A: Yes.

Q: Okay. When he compressed the vertebrae in your back did that contribute to the breakup of your marriage?

A: Yes.

Q: And when did that occur?

A: That occurred about four years ago.

Q: Okay. So that occurred four years before September 4th, 2004?

A: Yes.

Q: So that occurred somewhere around the year 2000?

A: Something.

Q: What occurred between the year 2000 and September 4, 2004 that your husband did that contributed to the breakup of your marriage?

A: What really did it was a combination of 15 years of him treating me like I was no one. That he did not want me to better myself. He did not support me in sickness and health when he terminated my insurance. He was not there when I needed him. When I did take more medicine than I needed to he left me in there by myself and that really showed me what kind of man he was.

Q: So the other incident would be the fact that when you OD'd he did not support you in that?

A: That's one of the many contributing things.

Q: So it's a combination of a lot of different things?

A: Yes, it is.

Q: Okay. I think you testified earlier that you met Wade Ingle in July at Debbie Green's house, is that correct?

A: Yes.

Q: You said, I believe, that was it. Is that correct?

A: That was the first time I met him.

Q: Right. And was that when you saw him, was that, I think I wrote down what you actually said. I think you said when I saw him that was it. Is that correct?

A: What?

Q: When you met him at Debbie Green's house what did you think of him?

A: I didn't think any of him. I just met him. She introduced me and that was it. I didn't think any of him. I was a married woman. I don't know what you're trying to get at. But I had just met him. She introduced me to him. He did his farrier work and he left. And that was the end of that.

Q: And shortly after that you were in a sexual relationship with him, is that correct?

A: Not sex, no.

Q: Well, you're denying that you were in a sexual relationship with him in September?

A: No, I'm not denying that.

Q: Do you think it's a benefit for your children to go to Clarendon Hall?

A: Yes, it's a benefit. It's not a have to, but it is, you know.

Q: It's a benefit. You want them to be raised in a Christian environment, right?

A: Well they would be in, I don't know what the public schools, what's wrong with them. But, you know, that's the school Bill went to when he was young and that's the school he wanted them to go to.

Q: That was a decision you all both have made, right? And you actually worked there?

A: I did. I wanted to be with my children.

Q: And that job was terminated. Bill didn't object to you working at Clarendon Hall, did he?

A: He did not want me to work.

Q: But you worked anyway. You worked at Piggly Wiggly. You worked at Clarendon Hall?

A: With a lot of grief from him, I did.

Q: But you did it anyway?

A: I did.

Q: Where do you and Wade attend church?

A: We do not have a church that we attend to. But that doesn't have anything to do with that I know that I'm a Christian and God's in my heart and I love God. That has nothing to do with that.

MR. McKENZIE: Court's indulgence, Your Honor. That may be all I have. That's all the questions I have, Judge.

MR. WARNER: Your Honor, I just have one question.

MS. SIMPSON - REDIRECT EXAMINATION BY MR. WARNER:

Q: Ms. Simpson, Mr. McKenzie asked you if all property was in your husband's name. I want to show you exhibit four, a joint exhibit. There is a deed in here to 31 acres.

MR. WARNER: Your Honor, if you recall we put our exhibit in because the appraiser didn't have his.

Q: There is a deed here. Is this your signature, Ms. Simpson, on the 21st of July, 1997?

A: Yes.

Q: Do you recall deeding to your husband your half interest in 31.9 acres in the Privateer Township of Sumter County?

A: Yes.

Q: Why did you deed that asset to him, and did you have any consideration for it?

A: He thought that -- that was the time that I had a credit card and he found out that I had credit cards and he told me that I had to take it out of my name and put it in his name because something to do about my credit card.

Q: Something to do about your credit card? That was it?

A: Yes. He found out I had a credit card and he just, he took, he made me take it out of my name and put it in his name.

Q: His father and his sister witnessed it? W.R. Simpson, Sr., and Charlie Simpson, is that correct?

A: Yes.

MR. WARNER: No further questions.

MR. McKENZIE: Just one follow up.

MS. SIMPSON - RECROSS EXAMINATION BY MR. McKENZIE:

Q: The credit card incident was because you had about $20,000.00 on your credit card?

A: No.

Q: You had a lot of money on your credit card?

A: No.

Q: He just made you take it out because he found out your had a credit card?

A: Yes.

Q: And no money on it? You owed no money on it?

A: There was money on it, but I don't know how much it was.

Q: Was that one of the times he found out you were having your credit cards sent to another address?

A: No.

MR. McKENZIE: That's all the questions I have, Your Honor.

MR. WARNER: Nothing further, Your Honor.

THE COURT: You may step down. Mr. Ingle, I have neglected to ask you through this whole trial, do you have any questions of any of the witnesses that have appeared?

MR. INGLE: No, ma'am. I did have one question about the custody part of it that we talked about at the very beginning of the trial. With the current, correct me if I'm wrong, but with the current living arrangements that we're in that I'm supposed to remove myself during the evenings when the child which would be Kati Lyn is staying with her mother.

If I were to, my question is, would I be in contempt if I were to haul in a trailer, say a mobile home or a camper of

some sort and stayed in that camper outside of the immediate, you know, without staying in the same area of the child? Can I put a room on? Because it was supposed to be under the current living conditions? Can I build a room for myself so I don't have to leave my property? Can I say in a trailer? My understanding is as long as I am not in direct contact with the child or in the early evening hours when she's sleeping?

MR. McKENZIE: Your Honor, I think that what we intended by that was that we didn't want a situation with the child and all of them being in the same room.

THE COURT: Let me just say this. Half of every baby born in South Carolina is born out of wedlock. That happens because they do exactly what they see their parents do. So if her mom is living with somebody who is not married, she thinks it's okay. Do you hear me?

MR. INGLE: I hear you. Yes, ma'am. I understand that perfectly.

THE COURT: Call your next witness.

MR. McLAREN: Your Honor, if I could hand up to the Court and mark our Attorney fee affidavit.

(Defendant's Exhibit Twenty-One was Admitted into Evidence)

MR. McLAREN: We also have a trial brief memorandum for Your Honor. Just go ahead and mark that.

COURT REPORTER: Defendant's Twenty-two.

MR. McLAREN: It would be Defendant's Twenty-two.

(Defendant's Exhibit Twenty-Two was Admitted into Evidence)

THE COURT: And do the Plaintiff's wish to question any Attorney on the Attorney's Fee affidavit?

MR. ROBINSON: Your Honor, what I would like to do, not to belabor this case, but what we ended up having to do in the last case as well is to have some time to review this before we question. It's quite lengthy.

MR. McKENZIE: This is the first time we've seen it.

MR. ROBINSON: We just got it handed to us.

MR. McLAREN: Your Honor, you know, they didn't put up any Attorney Fee evidence in their case in chief. We had no agreement going into the trial that we would do it later. We just put up ours. We're available to be examined if they wish that. As far as we're concerned they don't have any, shouldn't have any --

MR. ROBINSON: I haven't said we have any. I just want to have a chance to look over this. They just handed it to us.

THE COURT: How long is it going to take you?

MR. ROBINSON: I'd like at least half an hour if I could.

THE COURT: Do we have any other witnesses?

MR. McLAREN: No.

THE COURT: We'll break for a half hour.

MR. ROBINSON: Thank you, Your Honor.

MR. McLAREN: Thank you, Your Honor.

(Off the record)

THE COURT: We're back on the record. You may proceed.

MR. ROBINSON: Your Honor, there are a couple of things and I think they offered the Attorney Fee affidavit into evidence. I would object to certain portions of that coming into evidence before we begin any questioning. Basically beginning, let me get the right page. I think it is page 18 through the end of the document, beginning on page 18, entitled unusual and difficult issues. I would move to strike and to remove that from this document because it contains items in there which give Counsel's characterization of the evidence and statements and things that are not in evidence. I do not believe they are appropriate for the Judge's decision. I think those things are for you to determine. The factual background of the case as set forth earlier. There are times set forth. The case law is set forth. But they go through their -

THE COURT: Is this more like a closing argument?

MR. ROBINSON: It's very argumentative, Your Honor. It characterizes things. And then there are some portions of the Judge's order that's already in evidence that are set forth that I think are quite frankly just duplicative of that. But there are some characterizations in there that are extremely argumentative and I don't think beneficial, quite frankly.

MR. WARNER: May it please, Your Honor. The provisions from Judge Turbeville's decree have been discussed throughout this trial. So at a minimum 21 to the end which is all of the relevant portions of Judge Turbeville's order, because in our brief we talk about collateral estoppel are in those provisions. Certainly we had to have a CPA. Certainly the case is confusing. If they want to strike that and they want to call us, I'm happy to tell them how confusing it was. But that's what we would say if we were called to testify.

MR. ROBINSON: Your Honor --

MR. WARNER: If the Court wants to let them call us, ask us the questions and make a determination then, there's nothing that we wouldn't say under oath.

MR. ROBINSON: That's not my objection. I don't care whether they say it under oath. They're not witnesses to the case. And some of these comments are their comments on what they -- in other words, Your Honor, they make statements for instance in paragraph number two, on page 18 that purport to say that there are untruthful ways in which they operate. That may be their opinion. That is certainly a position for the Judge to decide. There is also a reference to fraudulent practices. Again that has not been proven. Their expert, in fact, found no evidence of fraud. So, it's just instances like that throughout those pages that we would be here for another couple of hours plowing through. I don't think

they're necessary. The Attorney's Fees, we go through the facts and we can do that. I don't think those pages are helpful to this issue quite frankly.

THE COURT: That's 18 through 27?

MR. ROBINSON: Basically through the end, Your Honor. And again as Mr. Warner said there are certain portions of the court's order. But, you know, the entire order is in there. I don't think it's necessary to take them out of context. That's part of the evidence that Your Honor will review in making your determination of the case and the Attorney Fee award.

MR. WARNER: Your Honor, I guess if you were sitting as a jury it would be one thing. I think sitting as a Judge without a jury is a little bit different. But certainly whatever the Court says we'll be happy to comply with.

THE COURT: Well I'm not going to allow them in as the truth. However, I'm going to allow them to be placed into evidence as their position. If you wish to cross examine them on that, you may do so.

MR. ROBINSON: Thank you, Your Honor. I would call whichever Attorney is prepared to testify about the affidavit.

MR. WARNER: I'll do it, Your Honor. As to my time. Certainly Mr. McLaren's time is a lot less.

MR. ROBINSON: That's fine. I think that would be sufficient, Your Honor.

THE COURT: Okay. Raise your right hand, please, sir.

JAN WARNER, after having been duly sworn, testified as follows:

THE COURT: Please be seated.

MR. ROBINSON: Thank you, Your Honor.

MR. WARNER - DIRECT EXAMINATION BY MR. ROBINSON:

Q: Mr. Warner, I'm not going to bother the court or anybody else going through your and Mr. McLaren's qualifications, your experience and things of that nature. Basically what I wanted to ask you is you have basically filled out between yourself and the associates in your law firm for work in this case some of 503.25 hours. Would that be accurate?

A: Yes. Well let's see, add -- you're talking about everybody in the office?

Q: Yes, sir. Everybody in the office? You've got 194.55, 25, 185?

A: Yes. My paralegal's, including trial, yes.

Q: This case, you heard Mr. Hobbs who is the expert testify that many of the issues that we're dealing here are the same issues that we were dealing with in Mr. Simpson, Sr.'s case?

A: Yes. Except for the fact that we have Judge Turbeville's order that established to a great degree that the property here was acquired through sweat equity. If you look

at the listing of the discovery and the number of hearings that we have appeared at in this case, some over things like pregnancy tests, etcetera, and preparation for those, I don't think all of the issues were the same. No, I don't agree.

Q: So what were the different issues?

A: Well one of the largest issues was setting aside this agreement. Which I think it was a lot of time burned initially to move to set aside this agreement which is very difficult to set aside an agreement in the first place. But a significant amount of time was then. The second part of this once it was set aside was getting collection under Judge Myers' order to get this lady some money. Which was finally paid after Judge Young, the only money we've been paid in this case in addition to the equitable division/attorney's fees is like $3,300.00 bucks that Judge Young ordered in the contempt to get the money. And going through the notebooks of discovery that you gentlemen gave us, there's a burgundy notebook sitting over there about four or five inches thick that we had to go through and make decisions of how we were going to approach this. Since this was not a support case and obviously not an alimony case, this was totally an equitable division case. And we did not have, we felt like the assets that Mr. Simpson had, including farm equipment etcetera were not readily available. And there was just a good bit of time spent trying to get there.

Q: Tell me about the time you spent in setting aside the agreement?

A: We burned, I think at the time of the temporary hearing we put in an affidavit for about $60,000.00.

Q: Tell me about the time that you spent doing that? I didn't ask you how much time. Tell me about what you did to burn up that much time?

A: Well the first thing we did was found out from the Client what had happened.

Q: How long did that take? How long did you meet with Ms. Simpson?

A: Well we had several meetings with her.

Q: I understand. How long did you meet with her?

A: Probably four and a half to five hours. But after that to get the medical records to communicate with the physicians who are difficult to deal with to get the affidavits that we had, if the court would look at the motion to set aside the agreement we had to go through, get the affidavits from all the physicians involved regarding her emotional and mental condition at that time. There was a second part of that that didn't only deal with her medical condition but dealt with the unfairness of the agreement itself. We had a financial declaration of Mr. Simpson dated August of 2004. The one that was in this case where he used a part of Judge Turbeville's or part of Tracy Amos' evaluation

that was not considered by Judge Turbeville. We had whatever the hours were, I didn't bring a list of the hours. This is a summary of what the hours were based on our records. We burned $50,000.00 to $60,000.00 getting that agreement set aside.

Q: How long did that hearing last, do you remember?

A: The hearing didn't last too long. The Judge pretty well, once he looked at it, set it aside. It wasn't a matter of the hearing. It was a matter --

Q: How many affidavits did you all get from her providers?

A: Dr. Eggerton, plus the research. I think there were two or three.

Q: Two or three affidavits and about a 30, 45 minute hearing and that costs $60,000.00 some odd dollars?

A: Well we got the result which was to set it aside.

Q: Well I didn't ask you. How long did it take for the Judge to issue that order?

A: Well what I'm telling you is the length of the hearing does not, if you're not prepared to go to court we generally don't go.

Q: I understand that.

A: This is an important case.

Q: How many years have you been practicing law?

A: Thirty-eight.

Q: Thirty-eight. And it took you 103 hours personally to prepare to present to the court three affidavits and argue one financial declaration?

A: A hundred and three hours?

Q: That's what you filed. When you said you had filed about a $60,000.00 Attorney's fee?

A: Add, wait a minute now.

Q: That was 103 hours billed by Jan Warner at $400.00 an hour for $60,000.00?

A: That's what it took then.

Q: That's what it took?

A: That's what it took.

Q: So the rest of the case has been much like that. Now isn't it true that the financial issues in this case and the financial information was pretty much identical to those in the Simpson, Sr. case? We're talking about the same farm equipment, the same ledgers. Mr. Hobbs has already testified to that?

A: No.

Q: You disagree with that?

A: Yes, I do disagree because we had access to Simpson, Sr.'s ledgers this last time. We saw that the same things that were going on that Judge Turbeville complained about continued to go on in this case. We made a decision not to go into Simpson, Sr.'s stuff again because we felt we would

burn even more time.

Q: So Mr. Hobbs' characterization was wrong that he said basically the only new information that he reviewed was the current appraisal and the financial, some other 20 minute financial document that he reviewed?

A: That's all we --

Q: That's all you all provided to him?

A: That's all we chose. Because we could have spent a lot more time getting more of Mr. Simpson Sr.'s general ledgers as far as how they pooled these assets and the distribution of money since the last thing we had was in late 2003 to early 2004 for the September 2004 hearing before Judge Turbeville. There was two years of records that we did not choose to get because we felt that would have even extended the time further in this case.

Q: I understand that. But you're talking about this complex and intensive discovery. Mr. Simpson, Jr.'s financial declarations, his tax returns, his checks, his ledgers, all that was produced in Simpson, Sr.'s case. You already had all of that, didn't you?

A: No. His financial declarations, just like Judge Turbeville said, were basically useless to us.

Q: You didn't use those. That didn't cause you any time to prepare for court, did it?

A: I didn't say we didn't use them. I said they

were useless and they were not based on anything but surmise and what he wanted to put in there. The first one that was done that was handed to this woman at the date of the hearing on August the 3rd or 4th of 2004, I mean, it showed him expending significantly more every month than he earned. That's the kind of situation that we've had all the way through this.

Q: How much time did you dedicate to siphon through his financial declarations?

A: We reviewed all of it before we put it over there, decided what to give to Mr. Hobbs to be honest with you.

Q: I understand that. How much time did you spend to do that, Mr. Warner?

A: I'd say between us and the people in the office, probably 50 hours.

Q: Fifty hours reviewing a financial declaration?

A: No, sir. I thought you said financial records.

Q: No. I'm talking about his financial declaration?

A: No, sir.

Q: You already reviewed his financial records before the first trial, didn't you?

A: No, no, no. That's not true. You sent us that notebook over there in response to our discovery, sitting right there on top of Mr. Hobbs' information.

Q: None of that was the same material that was produced in the Simpson, Sr. case?

A: No, no, no. Plus Simpson, Jr. never gave us when the debts were incurred, what the debts were for. We got the last financial statement from Production Credit in 2003, have not gotten anything from them since then. Those records over there were basically useless. A lot of that was Buck and Bull that you gave us in that thick notebook that we had to review every piece of that.

Q: You asked for that, didn't you?

A: Certainly we did.

Q: Okay. But that was meaningless stuff that you all asked for?

A: Well it turns out that it's worth $4,600.00 because he chose to shut the store down.

Q: It's not my Client's fault that you asked for useless documentation?

A: It's your Client's fault I think that he shut a money making business down where he was making money during the last trial and all of a sudden when this case started the store went away.

Q: But that's your opinion?

A: That is my opinion.

Q: We don't have an order that sets that point out, do we?

A: No, we don't.

Q: Now you filed an affidavit of Attorney's Fees in the Simpson, Sr., case didn't you?

A: (Non-verbal response).

Q: And Judge Turbeville made a ruling on that?

A: He did.

Q: Do you recall what Judge Turbeville found to be a reasonable hourly rate for this area to be?

A: Well Judge Turbeville's order on Attorney's Fees is on appeal because the Judge used a little counter-rule that is inappropriate in our opinion. For $100.00 or $200.00 an hour Ms. Simpson could not have gotten anybody down here to represent her in the first place. And to be honest with you if I didn't think she had had a meritorious case, the way I run my practice I wouldn't have touched this case with a ten foot pole except I really thought she got the short end of the stick. I generally don't do that because we generally don't take the case without a payment up front.

Q: But you say you think for $100.00 or $200.00 she couldn't have gotten anybody down here to touch the case. Didn't Ray Chandler testify in court that the customary rate was about $200.00 to $250.00 an hour?

A: Ray Chandler represented Mr. Simpson and his son.

Q: I understand that.

A: Whenever he testified down here $200.00 or

$250.00, she could not get a lawyer in this case. We couldn't get appraisals --

Q: How do you know that? How do you know she couldn't get a lawyer in this area for $200.00 or $250.00?

A: I don't think anybody would have represented her and done a suitable job.

Q: How many lawyers did she contact? So there's no lawyers in this area that can do as good a job as you all can? She had to go to Columbia, she couldn't get adequate representation in Manning?

A: In my opinion she had, absolutely. She had to get out of town to get a lawyer in my opinion, in this case. As did her mother-in-law

MR. ROBINSON: Your Honor, we would move the order regarding Attorney's Fees into evidence. Defendant's Eleven. I mean, Plaintiff's Eleven. I'm sorry.

THE COURT: Any objection?

MR. McLAREN: No.

(Plaintiff's Exhibit Number Eleven was Admitted into Evidence)

MR. ROBINSON: That's Judge Turbeville's order from Simpson, Sr. case.

Q: Mr. Warner, I believe I know the answer to this question based on your answer to my last question but I'll ask it anyway. Do you believe it is beneficial for her to pay $400.00 an hour for your work versus the customary rate in

this area, that that has been an extra benefit to her?

A: Yes. I don't believe that this lady could have gotten appropriate representation in Clarendon County, Williamsburg County, possibly she could have in Sumter County. But other than in Columbia or maybe Florence I don't think she could have found anybody to take this on and do the job that we did with it.

Q: Sumter County is in the third circuit, isn't it?

A: Yes.

Q: So Mr. Chandler, when he quoted that, he practices not only in the third circuit, throughout the state, doesn't he?

A: I have no idea where he practices.

Q: You don't? You don't remember having a conversation with Mr. Chandler, how good a friends you all are?

A: Yes, I am a friend of his.

Q: You've never had a case against Mr. Chandler?

A: I represented Mr. Chandler years ago.

Q: You don't know where he works or what he does?

A: I really don't know what kind of work he does now. He testified in this case about an LLC and doing some divorce work for Mr. Simpson early.

Q: Do you know what the going rate in Sumter is?

A: I have no clue.

Q: So you're just charging what you charge and you think that's reasonable?

A: I charge, yes. I charge what we charge to do the work. We're pretty careful in the cases we pick.

Q: Nobody in Manning or Kingstree or maybe Sumter is qualified to do as a good job for Ms. Simpson?

A: I didn't say they weren't qualified. I don't think this lady could have gotten appropriate representation given the difficulty we have had with this case and the other case, anybody who would pick this case up at $250.00 an hour not knowing what we had done would have burned a lot more time or wouldn't have done the job for her.

Q: So charging less of an hourly rate would have caused them to spend more money?

A: I think they would have had to spend more time because of the learning curve.

MR. ROBINSON: I don't have any further questions, Your Honor.

MR. McLAREN: One question, Your Honor.

MR. WARNER - CROSS EXAMINATION BY MR. McLAREN:

Q: Do you know John McDougall from Sumter?

A: I do.

Q: That's in this circuit, isn't it?

A: Yes.

Q: How much does he charge an hour?

A: $500.00.

MR. McLAREN: Thank you.

MR. ROBINSON: Your Honor, just one redirect.

MR. WARNER - REDIRECT EXAMINATION BY MR. ROBINSON:

Q: Mr. McDougall has an office in Sumter, doesn't he?

A: Yes.

Q: He actually practices in Columbia, doesn't he?

A: He practices both in Sumter and Columbia.

Q: Primarily in Columbia, doesn't he?

A: I can't tell you that.

Q: You don't know?

A: He has Sumter cases.

Q: Where do you know him practicing from?

A: He and I used to be partners.

Q: I understand that. Where do you know him practicing from currently?

A: He practices both in Columbia and in Sumter.

Q: You had a case with him in Sumter?

A: No. I know he's had cases in Sumter. He handles cases in Sumter.

Q: Who else is in the Sumter office with Mr. McDougall, do you know?

A: Michael Self and I don't know the other person.

Q: Do you know what Mr. Self charges now?

A: I have no clue.

Q: Where is Mr. McDougall's primary office? Where is his office located?

A: He's got two offices. I don't know which one is primary.

Q: You don't know which desk he sits behind the majority of the time?

A: He's in Columbia a lot.

MR. ROBINSON: Thank you. That's all I've got, Your Honor.

MR. McLAREN: Nothing further, Your Honor.

THE COURT: You may step down.

Anything further from the Plaintiff?

MR. McKENZIE: Nothing, Your Honor.

THE COURT: Anything from the Defendants?

MR. ROBINSON: I think Mr. McLaren is ready to go, Judge.

MR. McLAREN: Winding us both up.

MR. McKENZIE: Judge, do you want to discuss these financial declarations with both of us now?

MR. ROBINSON: Or wait until you're in a better mood?

THE COURT: Actually my mood is fine, but thank you for inquiring on that. We can go off the record.

(Whereupon, the Hearing Concluded at 4:35 p.m.)

CERTIFICATE

I, the undersigned Kathy A. Snelling, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, before the Family Court for Clarendon County, South Carolina, on the 14th and 16th day of February, 2006.

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

IN WITNESS WHEREOF I have hereunto set my hand and seal this 19th day of October, 2006.

Kathy A. Snelling
Certified Court Reporter

Notary Public for South Carolina
My Commission Expires: June 18, 2008

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CLARENDON COUNTY
Family Court of the Third Judicial Circuit

Francis Segars-Andrews, Family Court Judge

Case No. 2004-DR-14-243 & 315

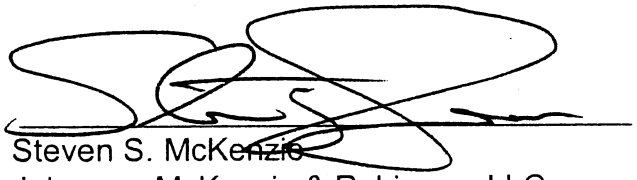
William Robert Simpson, Jr.....Appellant,

v.

Becky H. Simpson and Wade Ingle, Defendants,
of Whom Becky H. Simpson is , ...Respondent.

CERTIFICATE OF COUNSEL

The undersigned certifies that this Record on Appeal contains all materials proposed to be included by any of the parties and not any other material.



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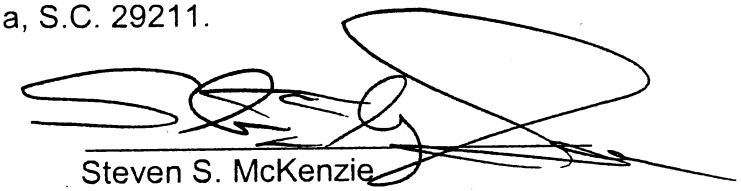
CERTIFICATE OF SERVICE

I certify that I have served the Record on Appeal on the Respondent by depositing three (3) copies of it in the United States Mail, postage prepaid, on February 24, 2007, addressed to Warner, Payne & Black, L.L.P P.O. Box 2628, 1122 Lady Street, Suite 1200 Columbia, SC 29202 and three (3) copies addressed to McLaren & Lee P.O. Box 11809, 1508 Laurel Street Columbia, S.C. 29211.



May 11, 2007

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