

REPORTER'S RECORD
VOLUME 1
TRIAL COURT CAUSE NO. 4222-A

IN THE ESTATE OF * IN THE DISTRICT COURT
IDA BALDWIN DENISON * STONEWALL COUNTY, TEXAS
DECEASED * 39TH JUDICIAL DISTRICT

* * * * *

HEARING

* * * * *

On the 18th day of December 2002, the following
proceedings came on to be heard in the above-entitled and
numbered cause before the Honorable Ira Royal Hart, Judge
presiding, held at the Stonewall County Courthouse, Aspermont,
Stonewall County, Texas.

Proceedings reported by stenographic method.

ORIGINAL

A P P E A R A N C E S

FOR THE MOVANT BOB MARSHALL DENISON:

Charles C. Self, III

Whitten & Young
Suite 1402
500 Chestnut Street
Abilene, Texas

Glenn M. Karisch
2901-D Bee Caves Road
Austin, Texas 78746

FOR THE DEFENDANT JOHN WAYNE DENISON:

Isaac M. Castro

Castro & Davis, L.L.P.
212 South Central Avenue
Hamlin, Texas 79520

FOR JESSICA DENISON:

Kara K. Smith
Gravley, Wheeler, McCray & Leggett, P.L.L.C.
Suite 400
3444 North 1st Street
Abilene, Texas

FOR LINDSEY LEIGH DENISON AND WESTON MARSHALL DENISON:

Mark S. Zachary
McMahon, Surovik, Suttle, Buhrmann, Hicks & Gill
400 Pine Street
Suite 800
Abilene, Texas

1 THE COURT: Okay.

2 MR. CASTRO: They never said, Don't move out of
3 the house, Mr. Denison, and don't uproot your family out of
4 that house. Don't purchase another house. Just stay in the
5 house because we have got some problem with the settlement
6 agreement. They never said that. So John Denison and his
7 family vacated the Raynor courthouse according to the
8 settlement agreement within 30 days after the date it was
9 signed.

10 And then they never said, Don't remove all of
11 your personal property from there, so John Denison worked for
12 at least an entire month, sometimes day and night, removing
13 all of the property to do everything that he could possibly do
14 because we was required to do that under the agreement.

15 And now they say that, Well, the -- there was a
16 life insurance policy. Of course, they say in their -- in
17 their pleadings policy or policies, but in opening statement,
18 Mr. Self says there was a policy.

19 If there is a policy that needs to be submitted
20 and cashed in, Your Honor, that is not a problem. In fact,
21 that is covered by the settlement agreement. It says in the
22 settlement agreement in paragraph 20 that if there are any
23 undisclosed or unknown assets of the estate, they are to be
24 divided one half to the Bob Marshall Denison Trust and one
25 half to John Denison.

1 THE COURT: Well, the insurance policy is not
2 necessarily an asset of the estate, is it? Who is the
3 beneficiary?

4 MR. CASTRO: Well, I don't know what they are
5 talking about, but, I mean, I am certainly hoping for that.

6 THE COURT: Yeah.

7 MR. CASTRO: But whoever the beneficiary is, if
8 it is the estate -- yes, Your Honor, you are correct. Whoever
9 the beneficiary is, if it is not the estate, that is who it is
10 payable to, but if it is the estate, then it belongs one half
11 to --

12 THE COURT: Sure.

13 MR. CASTRO: -- one party and one half to the
14 other. That is not a problem.

15 The other problem that they state is the
16 condition of the Raynor courthouse, and, Your Honor, we have
17 talked about this before. They asked for an inspection of the
18 property and we allowed it.

19 Bob Denison came with his attorney and they
20 videotaped and, I believe, photographed, but it may have just
21 been an videotape. Inspected everything, every room.

22 Obviously you can't -- you can't get a look at
23 the water pipes, but never was it told to them that there is
24 nothing wrong with this 110-year-old courthouse, that there is
25 nothing wrong with these water lines, but I will say this,

1 somehow maybe -- I don't know -- subpoenaed Bob Denison or his
2 attorney or both to appear at the very deposition that we had
3 noticed them to appear, and they failed to appear, Your Honor.
4 They failed to appear.

5 Ken Leggett was here for his client. Mark
6 Zachary was here for his client, but Bob Denison wasn't here
7 and none of his attorneys were here for this very deposition.

8 And I have the -- I have copies and I have the
9 originals, Your Honor. So if they didn't know about the water
10 line eight days before, certainly there is some duty on their
11 party to at least appear for depositions and know these facts,
12 Your Honor. And they could have asked for copies of these
13 depositions. They never asked for copies.

14 But never was it represented to them that this
15 110-or-so-year-old courthouse was in any kind of condition
16 whatsoever. They had the opportunity -- in fact, just a few
17 days -- I don't remember the exact date, but I can look back.
18 I drove Mr. Zachary and Mr. Leggett around the ranch, Your
19 Honor, in my vehicle.

20 We drove around the West Ranch. We drove around
21 over here on -- near Old Glory. We drove around the Raynor
22 courthouse.

23 There was no attempt whatsoever to hold back on
24 anything with regard to the condition of this courthouse.
25 None whatsoever.

1 And because of that, Your Honor, because of
2 these things, they want to set aside this settlement agreement
3 that we have worked for for years. Now, of course, Bob
4 Denison is on his -- on his fifth law firm now with Mr. Self,
5 but Mr. Self does not know the history, the history of this
6 entire case, and I think that's important. Knowing the
7 history of this case is important.

8 In any event, Your Honor, when this is over
9 with, we certainly are going to ask that this motion be denied
10 and we will have before the court a motion to enforce.

11 THE COURT: I think that if -- I don't think I
12 can -- considering all of the alternatives I have today, I
13 don't think entering the judgment is one of them under these
14 new cases, so --

15 MR. CASTRO: We will file a motion. Thank you.

16 THE COURT: All right. Ms. Smith, do you want
17 to make an opening statement?

18 MS. SMITH: No, Your Honor.

19 THE COURT: Mr. Zachary, do you want to make an
20 opening statement?

21 MR. ZACHARY: No, Your Honor.

22 THE COURT: Do you have any witnesses?

23 MR. SELF: Yes, Your Honor. Am I allowed to
24 respond briefly at all?

25 THE COURT: No, sir.

1 that is right.

2 Q. How many conversations have you had with Bob Denison
3 about the condition of the Raynor courthouse?

4 A. About the condition?

5 Q. Uh-huh.

6 A. To the best of my knowledge, the day that they came
7 to film.

8 Q. Okay. And that was approximately May of 2000. Is
9 that right?

10 A. I believe so. I believe that is what they said here
11 a few weeks ago.

12 Q. So you believe you talked to Bob about the condition
13 of the courthouse at that time?

14 A. Correct.

15 Q. Have you talked to him since May of 2000 about the
16 condition of that courthouse?

17 A. Not to my knowledge that I can remember.

18 Q. Well, have you instructed your attorney or anyone on
19 your behalf to contact Mr. Denison or any of his attorneys to
20 tell them about the condition of the courthouse?

21 A. Not to my knowledge.

22 Q. Okay. Has the condition of that courthouse changed
23 from May of 2000 when this filming took place to May of 2002?

24 A. Yes, it has. Yes.

25 Q. For example, I believe part of the porch is gone now.

1 Is that right?

2 A. Well, the interior part has changed.

3 Q. Okay. The interior has changed?

4 A. And I am sure, you know, being 100 years old, the
5 exterior, you know, I am sure that it has changed, yes.

6 Q. And you think the interior has changed?

7 A. Right.

8 Q. What changed about the interior?

9 A. Well, it is -- the changes on the interior are the
10 things that we have done -- our family did to -- for
11 improvements. And when I say that, I don't mean by major
12 improvements. What I am saying is the -- like the butane
13 stoves had rubber hoses, and we were instructed to put a
14 particular type of hose on the butane stoves that were --
15 that we were supposed to have, that it was just -- it was
16 something that we had to have on there.

17 Q. So you have made -- so you have made some interior
18 changes to it. Is that correct?

19 A. Right. Also the walls in the house on the -- in two
20 rooms in the house and actually more rooms than that, but
21 there were two rooms that were severely damaged. The plaster
22 on the walls were falling in those rooms, and so what we did
23 is we went in there and actually my wife, she stained some
24 wood and --

25 THE COURT: Excuse me just a minute. Does

1 this -- does this have anything to do with this case?

2 MR. SELF: Well, no, Your Honor, but I just
3 wasn't sure I could cut him off.

4 THE COURT: Well, I will cut him off. Next
5 question.

6 MR. SELF: Thank you, Your Honor.

7 Q. (By Mr. Self) As to the exterior of the courthouse
8 there has been some changes or deterioration of that
9 courthouse. Is that right?

10 A. I am sure there has --

11 Q. For example, the porch --

12 A. -- over the years.

13 Q. -- the porch has changed, has it not?

14 A. Right, it has.

15 Q. In May of 2002 you had a screened-in porch, for
16 example?

17 A. Right, yes.

18 Q. And that is not there now?

19 A. No, the screen -- the screen was blown out by hail
20 with the storm that --

21 Q. Every side of that screen?

22 A. I don't know how many years that -- old that screen
23 was, but it was blown out.

24 Q. And then the upstairs -- I call it a porch where you
25 would walk out to the front, that seems to have sagged some.

1 Is that right? That is not in as good a shape as it was in
2 May of 2000, is it?

3 A. The what part now?

4 Q. I call it the upstairs, the second --

5 THE COURT: Balcony?

6 MR. SELF: Balcony. Thank you, Your Honor.

7 A. Yes, I am sure. Yeah, yes.

8 Q. (By Mr. Self) And now we have discovered that there
9 is a problem with the water line and it doesn't even have
10 water out there to it. Is that right?

11 A. Well, I have the water cut off, yes.

12 Q. Okay. And can the water be turned back on without
13 fixing that line?

14 A. Well, I am sure the water can be turned back on, yes.
15 Now, whether there is a leak, I have no idea.

16 Q. Okay.

17 A. The leaks on that property the hard clay is -- you
18 know, Bob -- of course, Bob doesn't know. He hasn't been
19 there in many years to experience this, but I was there for 30
20 years repairing leaks with our hired hand.

21 THE COURT: Let me ask you this.

22 THE WITNESS: And we --

23 THE COURT: Just a minute. Why did you have it
24 cut off?

25 THE WITNESS: I cut -- I cut the electricity

1 off. The --

2 THE COURT: You didn't cut it off because you
3 saw a leak?

4 THE WITNESS: No. I -- no.

5 THE COURT: Okay. Next question. Let's move
6 along here.

7 THE WITNESS: I cut it off when we moved out.

8 Q. (By Mr. Self) So you have had problems with the
9 lines out there. Is that what you are saying?

10 A. Years and years before Mother and Daddy passed away.

11 Q. And, of course, you -- when did you inform Bob
12 Denison of these problems?

13 A. Well, I don't -- I don't know.

14 Q. You didn't, did you, sir?

15 A. I probably didn't -- Bob probably --

16 Q. Well, we can't --

17 A. Being on the ranch, he should have known.

18 Q. I am sorry. I hate to talk over you, and I know the
19 court reporter --

20 A. Excuse me.

21 Q. -- is going to get mad at me.

22 A. Excuse me.

23 Q. But setting aside "probably" for awhile, can you
24 think of any time from May of 2000 until May of 2002 when this
25 settlement agreement was signed that you informed your brother

1 about changes in the condition of the courthouse?

2 A. I don't believe I did.

3 Q. Okay.

4 A. I had no communication with Bob.

5 Q. And what other information did you impart to, if any,
6 to your brother about any of the assets of the estate?

7 A. Well, my understanding was Bob was not allowed to
8 talk to me, through his attorneys.

9 Q. Okay. But you were allowed to talk to your
10 attorneys. Right?

11 A. I would have been more than happy, sir, to inform Bob
12 about anything --

13 Q. Okay.

14 A. -- honestly, you know, before the Lord God, anything
15 that -- that was going on out there on that property, water
16 leaks, anything, if he would have just asked. He never asked
17 and, in fact, he didn't feel like that -- that he -- that he
18 could even talk to me. He told me he was not supposed to talk
19 to me.

20 Q. Well, you had a lawyer. Is that right?

21 A. And he told me that right out here in front of the
22 courthouse.

23 Q. And he had a lawyer, too. Is that right?

24 A. Yes.

25 Q. All right. Did anybody prevent you from preparing,

1 say, a written report and letting him know the condition of
2 that courthouse?

3 A. No. No, I didn't -- I didn't prepare one.

4 Q. And I am not trying to get into attorney/client
5 privilege.

6 A. I didn't know that I was supposed to.

7 Q. Okay. Did you know what information you were
8 supposed to provide to your brother at all?

9 A. As the executor, what I was instructed by my
10 attorneys the information that we give -- the financial
11 information, those -- and all of that information that -- we
12 gave them everything.

13 Q. Was that done on a yearly basis --

14 A. Two or three times over. Excuse me?

15 Q. That was done on a yearly basis or regular basis?

16 MR. CASTRO: I object, Your Honor. This is
17 irrelevant to this motion.

18 MR. SELF: Well, Your Honor, I am trying to get
19 into --

20 THE COURT: I will overrule. I will overrule.

21 MR. SELF: Thank you, Your Honor.

22 Q. (By Mr. Self) The information that was provided, was
23 that provided on a yearly basis, a quarterly basis?

24 A. Well, you know, going back -- we have been going
25 through lawsuits for so many years that Bob has been doing

1 this, we provided information -- some information three --
2 three times over.

3 Q. What information was that?

4 A. Well, financial information.

5 Q. Okay. What information --

6 A. Insurance information.

7 Q. -- on the courthouse did you provide?

8 A. Insurance information.

9 Q. Okay.

10 A. Anything that they requested -- that they had
11 requested that -- we would give them that information.

12 Q. Now, insurance is -- brings up an interesting point.
13 Did you have the Raynor courthouse insured?

14 A. Yes, we did.

15 Q. Okay. From the -- and you became the executor in
16 August of 1997?

17 A. Correct.

18 Q. And you are still the executor today, so a little
19 over five years, five and a half years. Has the Raynor
20 courthouse been insured that entire period of time?

21 THE COURT: Wait just a minute. What pleadings
22 are you asking that under? Did you plead that?

23 MR. SELF: Your Honor, I believe the insurance
24 goes to the question of whether or not insurance was there and
25 what information was provided to my client.

1 THE COURT: I thought you were talking about
2 life insurance in here.

3 MR. SELF: Yes, sir, I do mention life insurance
4 in there, but I have also pled as to the condition of the
5 Raynor courthouse. I believe it is very telling as to whether
6 or not this property was insured, whether or not the property
7 could be insured.

8 THE COURT: I don't see where you have pled
9 about the Raynor courthouse. You are talking about the
10 condition of the water line at the courthouse.

11 MR. SELF: Yes, sir, but I thought I had pled
12 about the Raynor -- the condition of the courthouse.

13 THE COURT: I don't see anything in your
14 pleadings about property insurance.

15 MR. SELF: No, sir, Your Honor, but I believe
16 that the property insurance goes along to demonstrate what has
17 and has not been provided to my client by way of information
18 regarding the property.

19 MR. ZACHARY: Your Honor, for the Court's
20 assistance, page 3B -- or on page 3 it is -- at the very top
21 of page 3 is the section I think Mr. Self is referring to.

22 THE COURT: Okay.

23 MR. SELF: Said property is likely uninsurable
24 and possibly uninhabitable.

25 Thank you, Mr. Zachary.

1 THE COURT: All right. He has answered that,
2 hasn't he, that he was not insured? Now, what is the next
3 question?

4 MR. SELF: I beg your pardon. He said he was
5 insured.

6 THE COURT: Oh, was insured. Okay.

7 MR. SELF: I would like to explore that if I
8 could.

9 THE COURT: All right. You may.

10 Q. (By Mr. Self) Were there any points during this
11 August '97 to May of 2002 when there was no insurance on this
12 property?

13 A. Yes, there probably was. There was a period.

14 Q. At some point you answered Requests for Admissions.
15 Do you remember answering those in this case?

16 A. I am not sure what you are asking exactly.

17 Q. Okay. Do you remember some discovery in this case
18 that has gone along, or one of these cases that have gone
19 along --

20 A. Vaguely, yes.

21 Q. -- and you were provided with some admissions asking
22 you to admit or deny certain facts. Do you remember that?

23 A. I am sure it was there.

24 Q. You were asked if you -- admit or deny if you have
25 maintained insurance on the property.

1 A. Uh-huh.

2 Q. And you --

3 A. Yes.

4 Q. -- denied that you had maintained insurance on the
5 property. Do you recall that?

6 A. At that point, I am sure that we did.

7 Q. But then at some point you believe you obtained
8 insurance on the property.

9 Did you indicate at any time at all to my client
10 that insurance was on the property, that the Raynor courthouse
11 was insured?

12 A. I don't remember speaking to him about it.

13 Q. Okay. Did you ever -- do you recall in your answers
14 to interrogatories whether or not you answered that insurance
15 was -- that this property was insured?

16 A. The only interrogatories -- I probably did say that,
17 yeah, there was insurance on the property at that point. If
18 there was insurance on the property at that point and that was
19 the question, then, yes, I did. I answered it then that way.

20 Q. Okay. So you believe you may have indicated at some
21 point prior to mediation that the property was insured?

22 A. Yes, sir.

23 Q. Okay. Now, at the time of mediation, that May --
24 late May of 2002, was the property insured then?

25 A. At the time of --

1 Q. At the time of the mediation.

2 A. -- mediation in 2002.

3 Q. Uh-huh. Let me ask it another way. At the time of
4 mediation it wasn't insured, was it?

5 A. I am not sure if we had insurance. I do know that we
6 had to carry the insurance over until our 30 days were up
7 until we had to move out of the house when we -- Bob and then
8 wanted us to vacate the house within 30 days, and that's
9 exactly what we did through our insurance coverage.

10 Q. Okay. But, in fact, you obtained the insurance on
11 the property on or about June 6th?

12 A. I could have.

13 Q. Which was after the mediation. Right?

14 A. That could be possible, yes, sir.

15 Q. Okay. So at the time of mediation, did you inform my
16 client that the property was insured?

17 A. I am not sure if we had a discussion about that or
18 not.

19 Q. Did you inform him that it wasn't insured?

20 MR. CASTRO: Your Honor, do we want to get into
21 everything that was said at the mediation which was
22 confidential?

23 THE COURT: No, just what he has pled. That is
24 all.

25 MR. CASTRO: Okay. Because there are a lot of

1 things said during three days of mediation.

2 THE COURT: Sure. I understand.

3 MR. CASTRO: And I don't think Mr. Denison, you
4 know, is going to remember everything, and I don't think it is
5 fair to ask him to try to remember everything, Your Honor.

6 THE COURT: Well, as Mr. Zachary pointed out,
7 there is a question about -- under 3B there that maybe he is
8 touching on.

9 MR. CASTRO: Well, No. 1, Your Honor, he has
10 already established that it was not uninsurable because he has
11 already established on June 6th of 2002 insurance was
12 obtained.

13 THE COURT: All right. Next question.

14 Q. (By Mr. Self) Did you obtain that insurance on June
15 6, 2002?

16 A. If that was the date, I guess I did.

17 MR. SELF: Could I approach, Your Honor?

18 THE COURT: You may.

19 (Movant's Exhibits Nos. 1 and 2 were marked for
20 identification.

21 Q. (By Mr. Self) I am going to hand you what we have
22 marked as Movant's Exhibit No. 1 and ask if you have ever seen
23 that before. Have you? Do you recognize that, sir?

24 A. Sir, I am not real sure if I do recognize this.

25 Q. I will submit to you that it is a copy of a binder

1 provided from your attorney to Mark Zachary representing that
2 it is insurance on the Raynor courthouse. Have you ever seen
3 that or not?

4 A. I am not sure if I have seen this or not, this right
5 here.

6 Q. Okay. Do you know whether or not that was ever
7 provided to my client?

8 A. I have no idea if it was provided to your client.

9 Q. Did you provide it to him?

10 A. No, I did not.

11 Q. Do you know whether your lawyer did?

12 A. I have no idea. I don't even know if it was
13 requested.

14 MR. CASTRO: I did, Your Honor.

15 MR. SELF: Objection, Your Honor. He provided
16 it to Mr. Zachary. If we need to go down that rabbit trail, I
17 have got a copy of the fax.

18 The point of the matter is, Your Honor, it
19 wasn't ever provided, but the bigger point of the matter is a
20 binder was taken out. A month later the binder lapsed because
21 no one had ever even inspected the property. You can issue a
22 binder on anything. The binder was never paid. The insurance
23 was never paid.

24 MR. CASTRO: Your Honor, that is a total
25 misstatement.

1 THE COURT: Just a second. What is the next
2 question? Next question.

3 MR. SELF: Thank you, Your Honor.

4 Q. (By Mr. Self) Did you ever inform my client that the
5 property was insured or insurable?

6 MR. CASTRO: That is asked and answered, Your
7 Honor.

8 THE COURT: Overruled.

9 MR. SELF: I don't remember his answer, Your
10 Honor.

11 A. Did I inform Bob Denison --

12 Q. (By Mr. Self) That the property was insured or
13 insurable?

14 A. Did he ever ask me that? And when could he have
15 asked me? Bob Denison and I never communicate -- never
16 communicate.

17 MR. SELF: Well, I will object to the answer as
18 nonresponsive. Do I take it that you have never had any
19 discussions with my client about insurance?

20 A. That could be correct because we didn't have
21 communication.

22 Q. (By Mr. Self) Would you agree with me also that the
23 condition of the courthouse has changed from May of 2000 until
24 May of 2002?

25 MR. CASTRO: Asked and answered, Your Honor.

1 THE COURT: Overruled.

2 A. Over that period of time, the house being over 100
3 years old, I am sure it has changed.

4 Q. (By Mr. Self) Okay. Now, as to life insurance
5 policies, have -- well, hang on. Have you ever had any
6 contact with Haskell County Farm Bureau regarding a life
7 insurance policy on your mother?

8 A. After -- after speaking to my attorney a few days
9 ago, after -- I did recall that after my mom and dad had
10 passed away, I did have contact with Kenny Tanner that worked
11 with Farm Bureau. At the time, Mr. -- my attorney asked me, I
12 didn't know whether he was referring to my mom or my dad's
13 policy either -- which policy it was, but, yes, I did have
14 contact at that time, but, of course, I lost my mom and dad 62
15 days apart. I had to be removed by my wife from here for
16 nearly two months, and I did not recall that policy being
17 there at that -- at that time.

18 MR. SELF: Can I approach, Your Honor?

19 THE COURT: You may.

20 (Movant's Exhibit No. 4 was marked for
21 identification.

22 Q. (By Mr. Self) I will hand you what we have marked as
23 Movant's No. 4. Do you recognize this at all? I submit to
24 you it is a copy and not the original.

25 A. Yes, sir, there is so many accounting documents and

1 different things and Farm Bureau letters. There is a good
2 chance that Mr. Tanner could have contacted me through that
3 way. Now, I am not saying that he did. And I could have
4 thrown it in the trash. There is a good policy -- there is a
5 good possibility of that and never even opened it because they
6 send out -- Farm Bureau do -- they used to send out lots of
7 things, you know. They would send out calendars and --

8 THE COURT: Let's proceed by question and
9 answer.

10 MR. SELF: Thank you, Your Honor.

11 THE COURT: Any other questions to the witness?

12 MR. SELF: Just one moment, Your Honor.

13 THE COURT: All right.

14 MR. SELF: Your Honor, I will pass the witness.

15 THE COURT: Mr. Castro?

16 MR. CASTRO: Thank you, Your Honor.

17 CROSS-EXAMINATION

18 BY MR. CASTRO:

19 Q. If there is a thousand dollar policy that you have
20 forgotten about, Mr. Denison, are you willing to file that
21 claim and then split it according to the settlement agreement?

22 A. Yes, sir, the judge -- whatever the judge says, yes.

23 THE COURT: Any other questions.

24 Q. (By Mr. Castro) Was there a significant change
25 between May of 2000 until the date of the settlement agreement

1 May 28, 2002 significant change to the courthouse other than
2 just the usual wear and tear?

3 A. No.

4 MR. CASTRO: I will pass, Your Honor.

5 THE COURT: What did you say? You pass the
6 witness?

7 MR. CASTRO: Yes, sir.

8 THE COURT: Ms. Smith, any questions?

9 MS. SMITH: No questions, Your Honor.

10 THE COURT: Mr. Zachary, any questions?

11 MR. ZACHARY: A few, Your Honor, if I may.

12 THE COURT: Proceed.

13 CROSS-EXAMINATION

14 BY MR. ZACHARY:

15 Q. John, do you remember the day that we took the
16 depositions of those two -- those two gentleman Isaac referred
17 to here in the courthouse, Ned Ward and the --

18 A. Yeah, right.

19 Q. Do you remember that day?

20 A. Yes.

21 Q. On that date, were you living in the Raynor
22 courthouse?

23 A. Yes, I was.

24 Q. Were you living anywhere besides the Raynor
25 courthouse at that time?

1 A. No, I was not.

2 Q. As of -- on the date of the mediation, do you
3 remember that date?

4 A. Yes.

5 Q. Were you living at the Raynor courthouse on that day?

6 A. Yes, I was.

7 Q. Were you living anywhere else besides the courthouse
8 on that day?

9 A. No, I was not.

10 Q. Was any member of your family living anywhere else
11 besides the courthouse?

12 A. No, they were not. My entire family were living at
13 the courthouse.

14 Q. And when did y'all vacate the courthouse? What date?
15 Do you remember that?

16 A. I don't remember the date. I cannot tell you the
17 date. We were day and night trying to meet our 30-day
18 deadline to move out and, of course, we had to finance a home
19 and find a new place to live and get -- and get in this home,
20 and we had a lot to do in 30 days and so --

21 Q. So was it around the 30 days then?

22 A. It was somewhere in that -- we did -- I did have some
23 things that were on the exterior of the house, as I do today.
24 I have a little Morgan portable building that is on the
25 outside of house. It is still there. The things that Bob and

1 I agreed to divide, Bob's things are still over on my place
2 over here. They are still over here. He has never received
3 them.

4 Q. Okay. But as far as the date, was it somewhere
5 around the 30 days. Is that right?

6 A. Yes, sir, somewhere around it, right in there, right
7 around the 30 days.

8 Q. Okay. At the time you moved out of the courthouse,
9 were there any significant problems with the courthouse?

10 A. What do you mean by significant problems?

11 Q. Just problems -- just problems at the courthouse as
12 far as to live in it?

13 A. Well, there were little things that was -- that had
14 always been there since Mother and Dad passed away.

15 Q. Okay. Since --

16 A. You know just little things that had always been
17 there.

18 Q. Since your mom and dad passed away, have there been
19 any major problems come up with regards to the courthouse from
20 that time until the time you moved out?

21 A. There is not any new problems besides -- well, I am
22 sorry. I am sorry. The front and the back porch, the old
23 screen, as I was telling this gentleman here a minute ago, it
24 was blown out by the -- by a storm, but it was so old you
25 could have stuck your finger through it. That is how old it

1 was, the screen, and so I removed it completely -- the screen
2 completely. I took that out.

3 And we put in a brand new septic system in the
4 place because it was -- the septic system was completely gone.
5 It was totally -- it was the old -- I call it ceramic -- that
6 is not the correct word for it, but it was that old type of
7 stuff, and we had to put in a new -- a new septic system.

8 Q. About when did you do that?

9 A. We put in a new electrical system. There was a new
10 transformer up on the pole because the lines that were coming
11 into the house were banging up against there, and it was
12 dangerous. It could cause -- there was a possibility of a
13 fire and we put in -- we had the electric company, and all of
14 this, I believe, was at the electric company's expense, but
15 they installed a new meter box. It was not a new breaker box
16 which you control breakers on, but it was a new meter box that
17 you control the main breaker on the home to turn off the --
18 all of the electricity and where the meter goes because the
19 others were -- the other was dangerous.

20 Q. Okay. Anything else between -- any other significant
21 things that happened with regard to the courthouse between the
22 time of your mother and dad's death and the date of mediation?

23 A. Not that I can think of. I mean, we have a little
24 plumbing problem that we had to deal with. There was a
25 bath -- a bathroom -- there was a bathroom that had a -- there

1 is a copper line that goes under the concrete is what I was
2 told. The copper line runs under the concrete over into
3 another bathroom.

4 That line had busted -- was -- had busted, and
5 you could hear the water running, and so what we did is we had
6 to -- we had to cut that line off. We just had to plug that
7 line. Otherwise water, it was just going to -- it was just
8 going to leak out and, you know, they are just old lines.

9 Q. When did that happen?

10 A. I am not sure of the date.

11 Q. Was it between your mom and dad's death and the date
12 you vacated the courthouse?

13 A. I am sorry?

14 Q. Was that problem that you just mentioned was that --
15 did that occur between the date of your mother and father's
16 death and the date you vacated the courthouse?

17 A. Yes. Yes, it did. We were -- we were living there
18 at the time --

19 Q. Okay. Anything else that you --

20 A. -- when that copper line was -- would break.

21 Q. Okay. Anything else that you can think of?

22 A. Not to my knowledge. There is just -- there is just
23 little things that happened, you know, but a lot of things
24 that would happen, we repaired ourselves. We did ourselves.
25 I mean, my wife and I actually ate peanut butter and crackers

1 for months because of -- well, Bob he can smile, but my wife
2 went from a 7 to a 0 and she has been in the hospital. I had
3 a heart attack.

4 MR. SELF: Your Honor, I am sorry. I need to
5 object that it is nonresponsive testimony.

6 THE COURT: Let's proceed by question and
7 answer. Any more questions?

8 THE WITNESS: I apologize.

9 THE COURT: Any questions?

10 Q. (By Mr. Zachary) All of these things that we just
11 talked about, they occurred between the date of -- the date of
12 your mother and father's death and the time you vacated the
13 courthouse. Is that right?

14 A. There were little things that happened.

15 Q. I am still talking about the things you have
16 previously testified to, the problems we have talked about
17 that you --

18 A. Yeah, the little things that happened, pulling off
19 the screen and stuff like that.

20 Q. Any other big problems? I mean, I am not trying to
21 get into just the little things, but any other -- any other
22 major problems?

23 A. The septic tank was a big problem. That was -- that
24 was a major problem.

25 Q. But any besides that and the other things you have

1 just testified to?

2 A. Not unless there is something that I am not thinking
3 about, that I am missing that I am not thinking about.

4 MR. ZACHARY: Your Honor, I will pass the
5 witness.

6 THE COURT: Mr. Self, any further questions?

7 MR. SELF: I will pass, Your Honor.

8 THE COURT: All right. You may step down. Call
9 your next witness, please.

10 MR. SELF: Thank you, Your Honor. He is
11 outside. I am going to have to go get him. We call Kenny
12 Tanner to the stand.

13 THE COURT: Come around and have a seat.

14 KENNY TANNER, having been first duly sworn,
15 testified as follows:

16 DIRECT EXAMINATION

17 BY MR. SELF:

18 Q. Mr. Tanner, where are you employed?

19 A. Farm Bureau Insurance in Haskell.

20 Q. And have you had occasion to deal with the life
21 insurance policy number 017188 concerning Mrs. Denison?

22 A. Yes, sir.

23 MR. SELF: May I approach, Your Honor?

24 THE COURT: You may.

25 MR. SELF: I am going to hand you what we are