

THE.

HOUSTON

LAW FIRM LLC



Charles E. Houston, Jr.

June 18, 2022

Via US. Mail and Email (ctappfilings@sccourts.org)

RECEIVED

Jun 20 2022

SC Court of Appeals

Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

Re: Georgia Harrison v. Stephanie Kirkland
Appellate Case No.: 2022-000277

Dear Ms. Kitchings:

This letter is in response to the court's letter of June 10, 2022 referencing the production of the transcripts. There were two video/transcribed transcripts taken in this case and both have been compiled and delivered by Coastal Court Reporters

At the time of the first hearing held in the court below on 9 September 2021, I was not counsel for the defendants at that time and from the understanding I received from making an inquiry into the matter. no transcription was taken of that hearing.

The cover page of the January 6 2022 hearing and the February 28, 2022 hearing are annexed as Exhibit 1 and Exhibit 2 respectively.

With kind regards, I am

Respectfully,

The Houston Law Firm LLC

S/ Charles E. Houston Jr.

Charles E. Houston Jr.

Attorney for Appellant

SC Bar# 2663

cc: Via Email

Thomas Taylor, Esquire
Chester Williams, Esquire
Mary-Caitlyn Singleton, Senior Appeals Specialist

Encls: as stated

IN THE COURT OF COMMON PLEAS.
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

GEORGIA HARRISON, et al,
Plaintiffs,

vs.

CIVIL ACTION NUMBER
2020-CP-07-02301

STEPHANIE LORRAINE KIRKLAND et al,
Defendants.

-----/

The video conference hearing in the
above-entitled cause, taken pursuant to Notice
and agreement, before the Honorable Judge Dukes
and Naomi McCracken, Court Reporter and Notary
Public, on the 6th day of January 2022,
commencing at or about the hour of 3:00 p.m.

IN THE COURT OF COMMON PLEAS.
FOURTEENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

GEORGIA HARRISON, et al,
Plaintiffs,

vs.

CIVIL ACTION NUMBER
2020-CP-07-02301

STEPHANIE LORRAINE KIRKLAND et al,
Defendants.

-----/

The video conference hearing in the
above-entitled cause, taken pursuant to Notice
and agreement, before the Honorable Judge Dukes
and Naomi McCracken, Court Reporter and Notary
Public, on the 11th day of February 2022,
commencing at or about the hour of 1:35 p.m.

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Earsa Jackson, Esquire
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Georgia Harrison
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Stephanie Kirkland
Robert Young

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(NO EXHIBITS

1 THE COURT: Good afternoon. We're
2 here on 2020-CP-07-02301. And we're
3 here today on the 11th of February on a
4 defendant's motion for reconsideration
5 filed January 31st, 2022. And
6 Mr. Houston is here representing those
7 movants.

8 And, Mr. Houston, I am happy to
9 hear from you, sir. Try to speak more
10 towards wherever the microphone is
11 because I don't know about everybody
12 else, but I was having a little bit of
13 difficulty hearing a second ago.

14 I'm happy to hear from you, sir.

15 MR. HOUSTON: Can everyone hear me
16 fine? Very well.

17 THE COURT: Better.

18 MR. HOUSTON: As we begin this
19 hearing, what I want to (indiscernible)
20 on is that we have requested this
21 hearing to obtain in a more --

22 (Disturbance on videoconference)

23 MADAM COURT REPORTER: I'm sorry.
24 I cannot hear.

25 THE COURT: Yeah. Could you hold?

1 Whoever's got that phone, if y'all
2 would -- everybody just take a second,
3 perhaps, to silence the phones.

4 And, also, if you could mute your
5 own microphone. You could always
6 unmute it if you need to be heard or to
7 object or speak or anything like that.
8 But that's the oval button on most
9 people's screens on the bottom on the
10 left. If you hit that, then it doesn't
11 make any noise for us, so...

12 So, anyway, I apologize for the
13 interruption there, Mr. Houston.

14 (Telephone disturbance.)

15 THE COURT: Something's going on.
16 I don't know who that is, but if y'all
17 could mute that, that would be great.

18 Ordinarily, I get a blue box
19 around where the noise is coming from,
20 but for some reason today I'm not
21 getting it so I can't tell where that's
22 coming from.

23 All right. Hopefully we got that
24 resolved.

25 And, Mr. Houston, if you could

1 speak up just a little bit because I
2 think we still have a bunch of people
3 unmuted and it's causing a little bit
4 of a problem.

5 So my apologies for the
6 interruption. Go ahead, please, sir.

7 MR. HOUSTON: What we are
8 requesting, Your Honor, is the Court's
9 response to the issues that have been
10 raised. There have been multiple
11 issues and the last order of the Court
12 seemed like an umbrella denial so that
13 everyone is left, "Well, we know that
14 most of it was denied, but why?" And,
15 you know, was it the judgment on this
16 issue or the judgment on this issue.
17 What was the Judge's big issue on this
18 particular issue? We would like to
19 know.

20 And so, therefore, this is the
21 underlying basis for the motion for
22 reconsideration. It's just to make a
23 ruling on these particular issues
24 rather than just a general denial of
25 the --

1 THE COURT: Uh-oh. We lost
2 Charles.

3 MR. TAYLOR: It looks like it,
4 Your Honor.

5 THE COURT: This is a problem.
6 Okay. We'll give him a minute to come
7 back. Hopefully -- sometimes you lose
8 the whole thing and you don't realize
9 you're gone.

10 So, Charles, if you can hear us,
11 you're gone. You may have to log back
12 in.

13 MS. JACKSON: You may want to stop
14 the video. Okay. I got it.

15 Your Honor, I'll also attempt to
16 send him a text message in case he
17 doesn't know that we lost him.

18 THE COURT: Great. Thank you so
19 much.

20 MR. WILLIAMS: Your Honor, I'll
21 try to give him a call, too.

22 THE COURT: Ms. Jackson, I see
23 you're trying to talk but you're muted.

24 MS. JACKSON: Sorry. Yes. Your
25 Honor, I was just suggesting, from a

1 technical standpoint, once he's back
2 on, perhaps giving him permission to
3 reduce his video to just audio, that
4 will expand his bandwidth if that's the
5 issue.

6 MR. WILLIAMS: Your Honor, I'm on
7 the line with his mobile phone and I
8 can hear him talking as if he's still
9 on, but he can't -- he apparently is
10 not hearing me.

11 THE COURT: Oh. So he thinks he's
12 still on and arguing?

13 MR. WILLIAMS: It sounds that way,
14 yes.

15 THE COURT: Uh-oh. Hopefully
16 he'll figure it out in a second.

17 But wow. I like your thinking,
18 though, on the bandwidth thing. I
19 didn't know that was the case. So,
20 yes, we can, after getting him back,
21 we'll just do audio only and --

22 MS. JACKSON: Right.

23 THE COURT: I didn't realize he
24 was just using his phone. I didn't
25 look at the background of where he was.

1 He in the car or something?

2 MS. JACKSON: So the bandwidth is
3 compromised whether he dials in on his
4 computer or on the cell phone. He
5 still runs the same risk if the
6 connection is already spotty.

7 THE COURT: Okay. Well, I defer
8 to your superior computer knowledge
9 because I know nothing about this
10 except which of these buttons to push.
11 So thank you. And that -- whatever
12 your request is, it's granted, and
13 we'll try that way, if we can get word
14 to him to give it a shot.

15 MS. JACKSON: I'll explain it to
16 him. He just needs to reduce at the
17 bottom to the stop the video piece once
18 he's back on. So I'll try to give him
19 those instructions.

20 THE COURT: All right. Perfect.
21 Thank you. Thank you. Thank you.

22 MADAM COURT REPORTER: If you
23 don't mind, Judge, if we could have him
24 start right at the very beginning
25 again.

1 THE COURT: I think that's wise.

2 Well, if this just falls apart, I
3 mean, I've got some time Monday.

4 MS. JACKSON: He may have to look
5 at Monday. I will certainly let him
6 know. And for anyone else that runs
7 into this technical issue, if you'd
8 just stop the video piece of it, you
9 can usually continue with audio.

10 THE COURT: Okay. That's good to
11 know.

12 Yeah. I'm lucky because the
13 county has, like, hyper-fast whatever
14 and I'm plugged directly into it, so...

15 MR. TAYLOR: It seems like when he
16 stops talking, he'll realize that no
17 one else is engaged.

18 Can you see if still talking?

19 MR. WILLIAMS: I can hear him.
20 He's still talking.

21 THE COURT: All right.

22 MR. TAYLOR: Your Honor, may I ask
23 a quick question of Ms. Jackson?

24 MS. JACKSON: Yes.

25 MR. TAYLOR: You are a lawyer, who

1 do you represent in the matter?

2 MS. JACKSON: Yes. So we
3 represent the defendant group as to the
4 development piece of it. So we're
5 development counsel, that's why we've
6 not entered an appearance, but that's
7 our piece of the puzzle.

8 MR. TAYLOR: When you're talk
9 about the defendant group, you mean the
10 defendants who are represented by
11 Mr. Houston?

12 MS. JACKSON: Exactly, yes. We
13 have common clients.

14 MR. TAYLOR: Thank you, ma'am.

15 MS. JACKSON: Yes.

16 THE COURT: Let's start looking at
17 the calendar here real quick just in
18 case.

19 Actually, Tuesday or Wednesday --
20 Tuesday afternoon or tea time Wednesday
21 looks better for me than Monday.

22 MS. JACKSON: Your Honor, I'm
23 happy to follow up with Charles,
24 continue trying, that way we don't take
25 Court's time to continue trying to

1 reach him, let him know about the
2 technical issues and that we need to
3 get back on the calendar for Tuesday or
4 Wednesday.

5 If that's convenient for the
6 Court, I can continue, that way we
7 don't monopolize the Court's time
8 waiting.

9 THE COURT: Yeah. I just hate --
10 I mean, I'm okay because I had this
11 scheduled. I guess y'all did, too.
12 But I just know that people having to
13 bill their clients by the hour. They'd
14 rather bill one time than one and a
15 half times, so...

16 MS. JACKSON: Right.

17 THE COURT: You know, I mean, it's
18 1:46. Let's give it another four or
19 five minutes and see --

20 MS. JACKSON: Sure.

21 THE COURT: -- if he comes on.
22 And, if not, then -- well, let's start
23 talking times real quick.

24 So Tuesday afternoon, I've got
25 free, 2:00 to 5:00.

1 MS. JACKSON: Okay.

2 THE COURT: How do y'all look if
3 we were to just -- same everything?
4 Obviously, we'd send back out a new
5 invite because WebEx makes us, but 2:00
6 to 5:00 --

7 MR. WILLIAMS: Your Honor, there's
8 a town council meeting that starts at
9 4:00 that I'd like to either watch or
10 attend.

11 MR. TAYLOR: Your Honor? Judge,
12 excuse me. You may remember, you had a
13 case schedule to try that had myself
14 involved and it was going to be a
15 three-day trial with Mr. Lizzi from
16 Charleston which you continued about
17 two weeks ago. And we put in some
18 depositions for those two days and they
19 are going to very long, but they really
20 need to stay on the calendar for those
21 two days, if they can.

22 THE COURT: That's why I have the
23 time. Okay. All right. Well, that
24 makes sense. I've already filled up
25 half of it. Let's see. All right.

1 Well, let me get back on the calendar
2 then.

3 MS. JACKSON: So, then, Mr.
4 Taylor, it sounds like we need look at
5 Thursday; is that right? Tuesday and
6 Wednesday you're in depos?

7 MR. TAYLOR: Those depos are
8 actually Tuesday through Thursday.
9 Monday or Friday, either one of those
10 days would be good, Judge, anytime.

11 THE COURT: I can do -- I've got
12 something that's 1:30 to 5:00 and it
13 going to take every minute of that.
14 I've also got a rule to show cause at
15 10:00 that looks like it's a debtors
16 exam style so it'll probably take an
17 hour, we'll call it. So I've got from
18 11:00 to 1:30 if I bring a candy bar to
19 eat. We can certainly do that. We
20 could do 11:00 to 1:30 on Monday. We
21 know that Tuesday, Wednesday, Thursday
22 are out. Friday -- Friday's not good.

23 And then skipping to the next
24 week, the 21st is a holiday. I have
25 the entire afternoon of the 22nd, which

1 is, of course, a week from this
2 Tuesday.

3 How do y'all look for that.

4 MR. HOUSTON: Hello?

5 (Unreportable simultaneous
6 speakers.)

7 MR. WILLIAMS: Nobody has heard
8 what you had to say, Judge.

9 THE COURT: Oh. You lost me, too?

10 MR. WILLIAMS: You're no longer on
11 the call.

12 THE COURT: I'm no longer on the
13 call?

14 MR. WILLIAMS: I was talking to
15 Charles.

16 THE COURT: My goodness. This
17 whole thing is just falling apart.

18 MR. TAYLOR: Your Honor, I'm good
19 for either of those times that you just
20 said.

21 THE COURT: Well, let's see if we
22 can get Charles back real quick. Maybe
23 we can salvage it.

24 If not, how does everybody look
25 for the afternoon of the 22nd?

1 MS. JACKSON: It's wide open for
2 me.

3 MR. WILLIAMS: Me, too, Judge.
4 Judge, I was just asking about February
5 22nd, what -- I just talked to Charles
6 and I told him what to do. I told him
7 to cut off the call to WebEx and rejoin
8 it.

9 THE COURT: All right. Then we'll
10 then we'll try with the stop video
11 engaged.

12 You know, two years ago when all
13 this started, I kept meaning to get a
14 headset and I've never gotten one.
15 I've got to get one of these days. I
16 heard that helps a lot.

17 MR. WILLIAMS: I use it all the
18 time on the telephone. It really does
19 help. I can go walk outside in the
20 parking lot talking with this one.

21 THE COURT: That's good.

22 MR. WILLIAMS: I can't hear
23 Charles anymore. I think I'm still on
24 with him. My call is still active on
25 his mobile phone, but I can't hear

1 anything.

2 THE COURT: Well, that's bad, if
3 it's still active.

4 MS. JACKSON: Right.

5 MR. WILLIAMS: He was -- we was on
6 the WebEx on his computer so that
7 doesn't -- I did it on the mobile
8 phone. It doesn't do anything there.

9 THE COURT: Oh, okay. Okay.
10 Good. We'll give it another minute or
11 so and then --

12 MR. WILLIAMS: Give me a moment,
13 let me call him back.

14 THE COURT: Okay.
15 Something just happened to the
16 boxes. Oh, wait. Charles is back.

17 MS. JACKSON: Charles, can you
18 hear us?

19 MR. HOUSTON: Yes, I can.

20 MS. JACKSON: You should stop
21 video if you start having problems with
22 capacity.

23 MR. HOUSTON: Say that again?

24 MS. JACKSON: Stop the video.

25 MR. WILLIAMS: Yes, Charles. Our

1 recommendation is that if look down at
2 the bottom -- there you go. You still
3 show up there.

4 THE COURT: All right. Charles --

5 MR. HOUSTON: I don't see myself,
6 but that's doesn't -- that's over here.

7 THE COURT: Right. We think your
8 internet, I guess, is too slow or
9 something, so...

10 All right. Since we can't see
11 your mouth move, it actually makes it,
12 at least for me, a little bit more
13 difficult to hear. So do the best you
14 can as far as getting close to the
15 microphone.

16 Now, we lost you pretty much at
17 the beginning, so why don't we just
18 start over with whatever --

19 MR. HOUSTON: If at any point I'm
20 not heard, would you just do this, Your
21 Honor, and I'll know you are having
22 difficulties?

23 THE COURT: Well, I can't see what
24 you're doing, but you mean something
25 like this, so --

1 MR. HOUSTON: If you'll just hold
2 up your hand, that indicates to me that
3 I'm not being heard.

4 THE COURT: All right. I can
5 certainly do that.

6 MR. HOUSTON: I'll start from the
7 beginning.

8 THE COURT: All right.

9 MR. HOUSTON: What we're saying,
10 Your Honor, is -- what I quickly said
11 was we are requesting the Court to
12 address each issue that we have
13 presented in this proceeding. The only
14 thing that we have received from the
15 Court is a blanket denial of all of the
16 motions and all of the issues within
17 the motions. So, therefore, we are
18 left without knowing why.

19 What is the Court saying what is
20 the reason, et cetera. Did the Court
21 consider this matter at all? So this
22 is the underground -- underrun reason
23 we have requested this motion for
24 reconsideration.

25 There are also other areas of law

1 that we want to bring up in this motion
2 to be addressed by the Court, also.
3 The remaining points pertaining to
4 these issues is one, the procedural
5 issues.

6 One, that there has not been an
7 evidentiary hearing in this matter
8 where sworn testimony has been taken of
9 witnesses. The only thing we've had is
10 just a series of orders, basically
11 consent orders, where the attorneys
12 have stipulated to certain findings.
13 This is not proper because I don't know
14 the genealogy of the family and I
15 cannot either affirm or deny that this
16 is true.

17 What the law requires is to have
18 sworn testimony where members of the
19 family come in and they testify under
20 oath that this is our genealogy.
21 Without that, the Court doesn't have
22 any evidentiary basis upon which to
23 make a ruling as to the chain of title,
24 and also who is within the chain or
25 comes under the umbrella of the chain.

1 The other point we're making is
2 that it was unjust for the defendants
3 to be required to pay several million
4 dollars within 60 days, and is without
5 the benefit of receiving a fee simple
6 title to the property. It's our
7 position that any transaction for the
8 sale of the property implies that the
9 seller will have fee simple title,
10 marketable title to the property. In
11 this instance, they don't have it and
12 they knew they didn't have it.

13 And the other thing was, there was
14 nothing in the prior order stating who
15 would make the conveyance to the
16 defendants. How can you have a
17 contract to sell property if there's no
18 provision as to when you're going to
19 receive the deed or who's going to
20 prepare and sign off on the deed so
21 that you, the buyer, require all of the
22 outstanding interest in the property?
23 You know, at best, the only thing my
24 clients were receiving was a quick
25 claim deed. And that's in evidence.

1 We think that it was justified and
2 fair that we should have received an
3 extension of time of 45 days within
4 which the Court would have an
5 opportunity to cure this defect, i.e.
6 primarily by having an evidentiary
7 hearing where the family members could
8 come in and testify to the genealogy of
9 the family.

10 This would cure the problem of all
11 those four open estates, would be to
12 have the family come in and testify
13 under oath on the record that these are
14 the family members, this person died
15 and these are the people who were their
16 relatives at the time -- or heirs at
17 the time of their death. We don't have
18 that in the record, but we could've
19 gotten that in the record within the 45
20 day period so that we could've closed
21 on the property.

22 The other point we're making is
23 that the plaintiffs knew that the
24 property was heirs titled, even though
25 the Court has not, as yet, made its

1 determination, as required by the
2 Pinckney Act, to find that it is titled
3 property. In their prayer for relief,
4 they don't even ask the Court to
5 declare that that is heirs titled
6 property because they knew that they
7 wanted to complete this sale and that
8 they wanted to do this before all of
9 this could be accomplished. So they've
10 taken the shortest route in trying to
11 obtain their objectives, and this is
12 unfair to the defendants.

13 The other issue is, is that under
14 the balance of the equities, what the
15 defendants want to do with the property
16 is to retain an ownership interest in
17 it, and this is exactly in line with
18 the legislative purpose before the
19 enactment of the -- for the
20 Pinckney Act.

21 So those -- those are the germane
22 issues that we would want the Court to
23 consider and rule upon. There are
24 others, but I think they have been
25 pretty well covered in the respective

1 briefs of both the plaintiffs and the
2 defendants.

3 THE COURT: Thank you so much,
4 sir.

5 Mr. Taylor? We may have just lost
6 Mr. Taylor, or Mr. Williams.

7 MR. WILLIAMS: It looks like
8 Taylor is back there.

9 THE COURT: He's back. Okay.
10 Good.

11 MR. WILLIAMS: Mic's off. You're
12 muted. No, you're frozen.

13 THE COURT: Oh, great. We
14 probably should've grabbed the 22nd and
15 called it a day.

16 Tom, are you --

17 MR. WILLIAMS: Tom, are you with
18 us, there?

19 You're muted. There you go.

20 MR. TAYLOR: Can you y'all hear me
21 okay now, Judge?

22 THE COURT: Yes. You may want to
23 try Ms. Jackson's trick, through. I
24 know you went through all the trouble
25 to put a tie on, but just so we don't

1 lose you again.

2 MR. TAYLOR: Judge, from my end, I
3 was getting some breakup on Charles.
4 But have you call on Chet and I to now
5 to respond, Your Honor?

6 THE COURT: I did, yes.

7 MR. TAYLOR: All right. Judge,
8 I'm stopping my video. I hope that
9 gives me a little more clarity.

10 THE COURT: It has. It has.

11 MR. TAYLOR: All right. Judge,
12 thank you.

13 Your Honor, we filed a memorandum
14 in opposition to set this motion for
15 consideration last night. I hope you
16 have had the opportunity to see it and
17 that you will take a look at it.

18 Within that memo, Your Honor, we
19 respectfully tried to draw the Court's
20 attention to the fact that this is a
21 motion for reconsideration under
22 apparently mostly Rule 60. It is not
23 an opportunity and should not be an
24 opportunity to re-argue all of the
25 background of the case. The Court has

1 ruled.

2 And to address just several of the
3 views that Mr. Houston raised, Your
4 Honor.

5 First of all, I want to make sure
6 I remind the Court that there have been
7 actually -- there's been testimony
8 taken in this matter before Mr. Houston
9 was substituted for Mr. Vaux, but back
10 when we were discussing the valuation
11 of the property, there were appraisals
12 submitted to the Court and there were
13 hearings held concerning that.

14 But, Judge, most importantly, the
15 May 21st order of this Court, which was
16 a consent order -- May 21st, 2021,
17 which was a consent order signed off on
18 by all of the plaintiffs and all of the
19 defendants legally and specifically set
20 forth all of the undivided interest in
21 the real property specifically to each
22 of the parties.

23 There is no question, Judge,
24 whether that has already been resolved
25 by consent, Your Honor, which is even

1 more important. And the issue that
2 continues to be raised by Mr. Houston,
3 which we argue is inappropriate, that
4 there may be some need to hold another
5 hearing for a genealogical series of
6 testimonies and things like that,
7 Judge, quite simply, that was agreed to
8 almost a year ago by all parties.
9 There is no dispute as to the ownership
10 of each of these.

11 Judge, we do -- and we've all
12 talked about it several conferences
13 before -- know that there are going to
14 be deaths in any cases like this where
15 there are a lot of different heirs that
16 have owned the property. That doesn't
17 address the issue of what they owned
18 because that will only be addressed by
19 the probate court and given to those
20 descendants.

21 But, Your Honor, again, all of the
22 ownership issues in this case have been
23 resolved. The quiet title aspect of
24 this case was resolved by consent of
25 all the defendants, a written consent

1 order submitted.

2 Judge, the second part that
3 Mr. Houston continues to talk about a
4 good bit, I understand the equitable
5 argument and the Court has indicated
6 its understanding of the equitable
7 argument, that it is tough to get
8 financing on a project like this from a
9 minority ownership.

10 Judge, I will remind you again
11 that the defendants who are now holding
12 up or attempting to hold up the
13 contract closing that is scheduled to
14 close in March own less than 2 percent
15 of the land. It is the remaining 98
16 percent of the owners who are in the
17 plaintiffs area who are trying to move
18 forward before the Fed kills this real
19 estate market and lets us close on this
20 -- this transaction, which I think
21 everybody agreed two appraisals was a
22 really nice price for the property.

23 But, Judge, to get back to the
24 point I wanted to make, Mr. Houston is
25 simply in error when you argue that it

1 is up to the Court or the plaintiffs to
2 somehow give a -- what would amount to
3 a general warranty deed in South
4 Carolina to the defendants so they can
5 go get their financing. That's simply
6 not the law.

7 The Pinckney Act does not require
8 that, nor does any established case law
9 or statutory law in South Carolina
10 require it. The statute is very clear.
11 An argue, defendants have the
12 opportunity to buy out the ownership
13 interest of the plaintiffs. They're
14 not actually getting a deed, Your
15 Honor, they're simply buying out the
16 ownership interest of the plaintiffs
17 pursuant to the statute.

18 It's not incumbent upon the
19 plaintiff nor the Court to guarantee
20 them any particular type of warranty
21 deed, general, special or otherwise,
22 they are simply buying out the interest
23 of those individuals whose interest has
24 been established by the May 21st, 2021
25 order of this Court.

1 Judge, I would also note for the
2 record that there is an argument within
3 the defendant's memorandum in support
4 of this motion that there was some type
5 of potential issue concerning service
6 of process on Keita White. And, Judge,
7 I pointed out in my memo that that was
8 never raised in the answer, the
9 defendant's answer.

10 There's never been any type of
11 motion before the Court concerning
12 service of process or service. And,
13 that, therefore, has been waived under
14 Rule 12(H). There's also no evidence
15 in the record whatsoever that indicates
16 there was not proper service. But, in
17 any event, it has been laid, the
18 defendant's answer, the general answer,
19 and you moved on.

20 Your Honor, we ask the Court, and
21 I'd like to ask Chet if he had anything
22 further, maybe.

23 But we'd ask the Court to deny the
24 motion for reconsideration. You know,
25 Mr. Houston basically started by

1 saying, we want to know what the judge
2 was thinking. And, you know, Judge, I
3 can appreciate that, but we've all
4 tried more cases to understand that
5 sometimes in an order, you're not
6 necessarily going to get everything and
7 every explanation that you want.

8 The law here has been met. The
9 defendants had 60 days in which to fund
10 -- actually, they had 63 days in which
11 to buy out the plaintiffs' interest.
12 And not during -- at any time of that
13 63 days was there any type of motion
14 made for an extension. It wasn't until
15 after the 5:00 p.m. deadline had fallen
16 on December 22nd that a motion was
17 filed for additional time.

18 But even then, Your Honor, it was
19 not filed with any type of deposit or
20 anything like that that would show the
21 Court that there was actually any
22 reasonable basis for holding up this
23 contract. Which, again, Judge, you've
24 indicated a number of times that you
25 understood our great concern about this

1 real estate market collapsing at some
2 point in time.

3 And given what happened yesterday
4 with interest rates, I think we're all
5 looking again at that. And I ask the
6 Court to deny the motion to reconsider
7 so that we can go on and get this
8 contract closed.

9 And I'd like to ask the Court if
10 Chet has -- my partner has any
11 additional input?

12 MR. WILLIAMS: Yes, I would, if I
13 may, Your Honor.

14 The recent history of this is that
15 the defendants did not timely pay into
16 the registry of court, the amounts that
17 were required to purchase the
18 plaintiff's interest. And on -- I
19 believe it was December 22nd of 2021,
20 Mr. Houston filed three motions, a
21 motion for relief of judgment, which
22 you denied, and several others.

23 And those motions were resolved on
24 June 20, 2021 when you viewed those
25 basically as a motion to reconsider.

1 But they were not timely filed. And,
2 in that case, I don't know that the
3 Court owes the defendants any sort of
4 detailed explanation. If you're moving
5 that the -- that they weren't timely
6 filed if you're told that they weren't
7 timely filed.

8 And with respect some of the title
9 issues, you know, at Mr. Houston's
10 request, we went through a lengthy
11 publication process to see if there
12 were any other folks out there who
13 might claim an interest in the
14 property, Maria Partner was the
15 guardian, no one came forward.

16 Mr. Houston still keeps arguing,
17 well, maybe there's somebody else out
18 there. But if there is, the time for
19 them to enter their claims has long
20 since passed. And defendants' actions
21 now are doing nothing but hindering the
22 possible sale of the property in March,
23 which will be to everybody's detriment.

24 Thank you, Your Honor.

25 MR. HOUSTON: Your Honor, can I be

1 heard?

2 THE COURT: Yes, sir. Please, go
3 ahead.

4 MR. HOUSTON: In response, he said
5 something about capabilities. The
6 defendants are more financially capable
7 of carrying this thing through
8 immediately than the plaintiffs. We
9 have no -- nothing in the record about
10 the plaintiffs' physical -- physical
11 capacity.

12 The defendants have reduced that,
13 so the argument -- our argument would
14 be stronger, that if time is the
15 important factor, we are ready to do it
16 now. The only thing we're requesting
17 is a good deed, and somebody won't give
18 us a deed. I mean, it's ridiculous to
19 have somebody just deposit several
20 million dollars in court and never know
21 when they're going to receive a deed or
22 who's going to make the deed.

23 And where the Act may lack
24 specificity, that's where the court of
25 equity can step in and fill in the

1 blanks. Your Honor, the Pinckney Act
2 may not cover every minute detail, but
3 we're -- as long as the Court does not
4 act contra to the intent and purpose of
5 the Act, the Court itself, as a court
6 of equity, can step in and fill in the
7 dots.

8 And the dots need to be filled in
9 in this particular way when we're
10 talking about an advance of \$7 million
11 for some property. What's more likely
12 to happen is, they're going to try to
13 complete their transaction and then
14 come back later on and say, let's
15 finish the case and now get our client
16 a good title to this property.

17 What they're trying to do now is
18 just defeat our right of first refusal
19 because no one is going to buy this
20 property, even their client, unless
21 they can eventually get a fee simple
22 title to it. How are they going to be
23 able to resell the property or develop
24 the property if they don't have the fee
25 simple title?

1 This is somewhat like a -- like a
2 trick, you know, give it to us now, but
3 we know you're right but then we want
4 to complete our deal and get you out of
5 the picture, then we'll come back to
6 the court and then straighten out the
7 title. That's not equitable.

8 MR. WILLIAMS: Your Honor, may I?

9 THE COURT: Wait for Mr. Houston
10 to finish, then I'm happy to hear from
11 you. Mr. Houston, were you finished
12 with your thoughts?

13 MR. HOUSTON: Yeah.

14 THE COURT: Okay.

15 Go ahead, please, Mr. Williams.

16 MR. WILLIAMS: Thank you, Your
17 Honor.

18 The Pinckney Act -- I would call
19 this use of the Pinckney Act doesn't
20 require any sort of fee through anybody
21 and the end result of whatever happens
22 in the Pinckney Act is accomplished by
23 way of your order. If you enter an
24 order that recognized the many times
25 when Mr. Houston refers to us trying

1 defeat his right -- his client's right
2 of first refusal, they defeated that
3 themselves when they let the time
4 period run without depositing their
5 money.

6 But I would suggest to you that
7 the end result of the Pinckney Act in a
8 case like this is an order from this
9 Court who says who owns the title and
10 what happens. And if it's a sale to
11 our client, then that would be
12 accomplished by an order from you or a
13 deed signed by you.

14 And I think Mr. Houston is just
15 trying to cloud your views in order to
16 continue to try and keep his client's
17 foot in the door, and that's not at all
18 what the Pinckney Act calls for.

19 MR. HOUSTON: The Pinckney Act
20 specifically calls for that, it calls
21 for the family members who want to
22 maintain possession in the interest in
23 the property. This the (indiscernible)
24 of the Pinckney Act. So we're directly
25 on point for what we're trying to do.

1 The second thing is, you know, and
2 I'll give you an analogy. A couple
3 went to inquire to the family court for
4 a divorce, and they say, you know,
5 we've been separated for over a year.
6 But the court's still not going to
7 grant them an order until the court
8 hears some sworn testimony from them.

9 And this is, to use that analogy,
10 the same problem we have here. We
11 don't have any sworn testimony in the
12 record, so that a stranger looking at
13 it, that they can feel comfortable that
14 their client 100 percent interest and
15 there are no other outstanding interest
16 to the property.

17 MR. WILLIAMS: Your Honor, isn't
18 that the purpose of the publication?

19 MR. HOUSTON: Yes, you did -- you
20 did cure that.

21 MR. WILLIAMS: Then it's cured and
22 we're past --

23 MR. HOUSTON: -- after you did the
24 notice, you did cure that. But then --
25 and this goes back to the

1 jurisdictional question that the judge
2 said when he didn't have jurisdiction
3 because he had issued a final order.
4 Well, how could you have a final order
5 when you still have publications going
6 on?

7 MR. WILLIAMS: That was after --
8 that was after the publication was
9 completed, Charles.

10 THE COURT: Let me -- let me do
11 this. Let me let y'all just finish
12 your thoughts rather than go back and
13 forth on this.

14 So, Mr. Houston, did you have any
15 other thoughts on that? I'm happy to
16 hear them and then I'll turn it back
17 over to either Mr. Williams or
18 Mr. Taylor.

19 MR. HOUSTON: What I want to say
20 is that the October order was not the
21 final order in this proceeding.

22 THE COURT: I mean, I'll have to
23 -- this is a heck of a file, but --

24 (Unreportable cross-talk.)

25 THE COURT: -- stop any orders.

1 MR. HOUSTON: -- final order
2 because there has not.

3 THE COURT: Let me -- let me ask a
4 quick question, though, Mr. Houston. I
5 guess what I'm trying to figure out is
6 the lay -- we had so much motions, so
7 many hearings, the order that you have
8 filed this motion on was the result of,
9 in part, a motion for reconsideration
10 because that was the one where there
11 had been the order saying post the
12 money with the clerk, and that order
13 had sat there for however long.

14 And the -- of course, then the
15 time it was not possible for your
16 clients, for whoever reason, they
17 didn't post the money. So then you
18 sought reconsideration of that order
19 and an extension. An order was issued
20 from that motion to reconsider, and
21 now, this, at least at first blush,
22 looks like a motion to reconsider the
23 order from the reconsideration motion
24 that we previously heard.

25 MR. HOUSTON: Your Honor, there

1 were two orders, one -- or two motions,
2 one for relief.

3 THE COURT: Right.

4 MR. HOUSTON: Okay? And the other
5 one was for reconsideration.

6 THE COURT: But the motion for
7 relief had to do with issues that had
8 been decide months, if not a year ago,
9 in which motions for reconsideration
10 were not filed within the ten days.

11 I guess what I'm trying to do,
12 since you brought up jurisdiction, is
13 try to figure out -- I've got to piece
14 it all together, I guess, with a
15 calendar, because, as you all very well
16 know, once the ten days has run, then a
17 motion for reconsideration would be
18 improper for me to rule on.

19 MR. HOUSTON: But the question is
20 whether or not that was the final
21 order. That's what we're addressing to
22 the Court. That wasn't the final order
23 ending the case.

24 THE COURT: Well, on a particular
25 issue, it might be, but -- but I don't

1 know. You know, I'll have to look at
2 it and I'm sure y'all will look at it
3 after this, and try to sit down with a
4 calendar because I don't think anyone
5 can argue with the fact that this has
6 been a fairly complicated situation.

7 Now, I do have to point out,
8 Mr. Houston, that you've continually
9 said that your clients need a fee
10 simple title to move forward, but, I
11 mean, I don't think anyone has ever
12 argued with the proposition that
13 whoever buys this is going to get the
14 same title.

15 If the plaintiffs get it right
16 now, they're getting whatever the title
17 is right now. If they feel like
18 they've got to move forward at some
19 point and further clear the title, so
20 be it. Let them file it.

21 MR. HOUSTON: That's not -- that's
22 not the law, Your Honor. The law is,
23 in South Carolina, that any time you
24 have a sale, it implies the giving of
25 warranty deed.

1 MR. WILLIAMS: But there's no
2 contract. (Indiscernible) contract
3 situation.

4 MR. HOUSTON: I'm putting money --
5 several million dollars in court to
6 purchase a percentage interest is not
7 considered a contract?

8 MR. WILLIAMS: No, sir, it's not.
9 You do it pursuant to the statute.

10 THE COURT: Yeah. I don't
11 disagree with the proposition that one
12 set of heirs is entitled to buy the
13 other set out under certain
14 circumstances. And I don't -- you
15 know, I mean, the fact is, property
16 changes hands with special warranty
17 deeds, quick claim deeds, masters
18 deeds, you know, everyday.

19 You know, every transaction is not
20 going to be a fee simple title, that
21 would shut real estate down, at least
22 in South Carolina. But, yes, if you
23 contract with someone and your
24 obligation is to transfer a fee simple
25 title, then, yes, then you transfer fee

1 simple title. But that's not the
2 situation we're talking about.

3 MR. HOUSTON: Wasn't the Court's
4 order to the effect that upon the
5 production of the money, that there
6 would be a transfer of interest from
7 the plaintiffs' interest in the
8 property to the defendants?

9 THE COURT: Yep. In interest.
10 Yep.

11 MR. HOUSTON: Okay. And in South
12 Carolina, isn't a transfer by interest
13 by deed?

14 THE COURT: Mr. Houston, we can go
15 round and round about this, but I
16 just -- I've got to respectfully
17 disagree with your proposition that
18 there's some requirement of fee simple
19 title in every transaction. That's
20 just --

21 MR. HOUSTON: Well, if it's not,
22 that's because of special arrangements
23 that are agreed between the parties.
24 But we haven't agreed to receive
25 anything. That's for the fee simple

1 title.

2 THE COURT: Who would we give it
3 to?

4 MR. HOUSTON: We said we'd buy the
5 property as is and then clear the title
6 later on, that -- that would be more in
7 line with their particular reason at
8 the moment. But we didn't enter into
9 that agreement that we would take less
10 than the fee simple title to the
11 property. And we suggest it requires
12 that the warranty deed be given.

13 THE COURT: I don't know the
14 agreement you're talking about. What
15 agreement are you talking about?

16 MR. HOUSTON: The right of first
17 refusal. I'm talking about that
18 agreement.

19 MR. WILLIAMS: But there is no
20 agreement. It's all statutory in
21 nature and it's all pursuant to the
22 statute. There's no agreement, and
23 what the Pinckney Act says is that if
24 the defendants buy out the plaintiffs,
25 they get whatever interest the

1 plaintiffs may have.

2 MR. HOUSTON: All right. How do
3 you buy out --

4 MR. WILLIAMS: That's it.

5 MR. HOUSTON: How do you buy out
6 real estate interest in South Carolina?
7 By deed.

8 MR. WILLIAMS: It can be done by
9 way of a court order.

10 THE COURT: Well, let's do this.

11 (Unreportable cross-talk).

12 MR. HOUSTON: -- deed.

13 THE COURT: Let's do this because
14 I think we can probably go round and
15 round about this all day, but -- and I
16 think I understand both of your
17 opinions on it.

18 Was there anything else,
19 Mr. Houston, other than that issue that
20 you wanted to be heard on?

21 MR. HOUSTON: There are some
22 others, but they were all mentioned in
23 our respective briefs, Your Honor.

24 THE COURT: Okay. So let me
25 ponder some of this. I mean, if y'all

1 wanted to send follow-up briefs based
2 on the argument, that's fine. Just
3 make sure the other side gets them.

4 I mean, honestly, part of my
5 concern is whether or not a motion for
6 reconsideration at this stage would be
7 timely, and maybe it is, maybe it
8 isn't, I don't know, I've got to sort
9 of pick through it. But I'd be happy
10 to hear y'all's further thoughts on
11 that.

12 And then certainly, I'll look into
13 Mr. Houston's assertion that the
14 Pinckney Act requires fee simple title
15 transfer. I don't see that in the
16 statute, but I read statutes all the
17 time and see things that I haven't seen
18 before, so who knows. But I'm happy to
19 hear anything else y'all want to let me
20 know in the a brief on that.

21 Anything else from anybody on any
22 part of this?

23 MR. HOUSTON: Your Honor, just one
24 final thought, and that is the final
25 order ends the case, and this case

1 hadn't been ended.

2 THE COURT: Well, of course, as
3 you know, many quiet title and
4 partition actions go on until the
5 administrative portion, which has to do
6 with dispensing of the funds and that
7 sort of thing.

8 The pertinent parts, I think, were
9 ruled on, the quiet title and the
10 partition. But there's still some
11 administrative things that have to be
12 done. I won't disagree with you,
13 there.

14 MR. HOUSTON: No order has been
15 issued from the Court granting the
16 prayer for relief to certify the
17 plaintiffs.

18 MR. TAYLOR: It certainly has --
19 it certainly has been. Excuse me.

20 THE COURT: Yeah, I think y'all
21 are going to have to agree to disagree
22 on that. I think it probably has, but
23 I'll look.

24 MR. WILLIAMS: If I may, if you go
25 back and read the order from October,

1 it says -- that's the order that gives
2 the defendants the time to deposit the
3 money into the court. It also says
4 that if the defendants do not timely
5 make their deposit, then the plaintiffs
6 are authorized to proceed with the sale
7 of the property for the purchase price
8 of not less than \$9.1 million.

9 That has already been ruled on.
10 It's over and done with. It's the law
11 of the case.

12 MR. HOUSTON: Because that
13 would've been considered a final order
14 at that particular time, then we
15 could've taken the appeal --

16 THE COURT: I don't know. Might
17 have to --

18 MR. WILLIAMS: We have a
19 difference of opinion on that. But it
20 is -- it is in the record.

21 MR. HOUSTON: All right. That
22 part is in the record, yes. I -- I --
23 the order is in the record. That's
24 part's in the record.

25 THE COURT: All right.

1 MR. HOUSTON: We agree on that.

2 THE COURT: Always good to get
3 some agreement.

4 MR. TAYLOR: Your Honor?

5 THE COURT: Yes, Mr. Taylor.

6 MR. TAYLOR: Judge, I want to make
7 sure that I understand what the Court
8 is asking for.

9 Are you asking us, sir, to brief
10 further issues or just saying if there
11 are additional things that we want to
12 bring to your attention, we should?
13 And by when should we have that, Judge?
14 Because as we've indicated earlier,
15 we're rapidly coming up to the closing
16 that we anticipate coming to the Court
17 to, I believe, alert them one more time
18 as to that closing date.

19 Correct, Chet?

20 MR. WILLIAMS: Yes.

21 THE COURT: If I said one week,
22 would that give y'all -- and Mr.
23 Taylor, I understand you've got
24 depositions next week. But if I said
25 if you -- optional, of course, but if

1 y'all wanted to be heard further on the
2 issues, specifically that we've
3 discussed today, I'll give you that
4 option to have something in on or
5 before sort of midday next week,
6 Friday.

7 Is that -- is that do-able?

8 MR. TAYLOR: Yes, sir. I mean,
9 we'll get it done, Judge. And Chet and
10 I will discuss, you know, whether we
11 are going to submit further. I think
12 my brief may have covered most of the
13 points. But I just wanted to make sure
14 that you are not, sir, waiting on us on
15 a specific point, and I'm not hearing
16 that.

17 THE COURT: Not -- not really.

18 Mr. Houston, does that work for
19 you, sir?

20 MR. HOUSTON: Yes. I think to
21 brief the Court and each other on our
22 respective positions on the issue, I
23 think what you're asking for right now
24 is the jurisdictional issue, and if
25 that's the one that you would like for

1 us to address.

2 THE COURT: That's definitely part
3 of it, yes, sir.

4 MR. HOUSTON: Then that opens it
5 up again.

6 THE COURT: Well, it's as open as
7 y'all want it to be, but those are the
8 questions, I guess, I've got.

9 You know, I mean, on the motions
10 to reconsider, the filing date, the
11 date, that sort of thing. You know,
12 the last thing I would want to do is
13 issue an order on a motion to
14 reconsider, have y'all spend three
15 years waiting around in Columbia to
16 have the court say, well, wait a
17 minute, now, Dukes didn't have
18 authority to issue any kind of an order
19 because this ten days ran on such and
20 such date.

21 That's sort of a waste of
22 everybody's time, so I want to make
23 sure I get that right. And that
24 appears to be an issue, so I'm happy to
25 hear from y'all.

1 Obviously, please serve the other
2 side with anything that's sent to us.
3 Please don't send it directly to me.
4 Please send it to Heather or Jarred and
5 they'll get it to me. But of course,
6 with copies to the other side.

7 So -- all right. As always, as I
8 say in every case I'm ever involved in,
9 I would urge y'all to sit down and see
10 if there's any resolution in this. I
11 always thought that if anybody can
12 settle even one family court child
13 custody action, then pretty much any
14 real estate action can be settled.

15 So there may be some way to
16 resolve everyone's concerns here and I
17 would urge y'all to at least try to
18 talk between now and the next time we
19 talk and see if there's any way to do
20 anything to bring this to a happy
21 handshake conclusion.

22 So anything else for this record?

23 MR. TAYLOR: Not from the
24 plaintiffs, Judge.

25 MR. WILLIAMS: No, sir.

1 MR. HOUSTON: Thank you, Your
2 Honor.

3 THE COURT: All right. Thank
4 y'all so much.

5 Y'all enjoy the weekend.

6 (Whereupon, the Hearing was
7 concluded at approximately
8 2:29 p.m.)
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C E R T I F I C A T E

STATE OF SOUTH CAROLINA:

DORCHESTER COUNTY:

I, Naomi McCracken, Court Reporter and Notary Public in and for the above county and state, do hereby certify that the foregoing testimony was taken before me at the time and place herein-before set forth; that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, that thereupon the foregoing testimony was later reduced by computer transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.

I further certify that I am not of counsel to either party, nor interested in the event of this cause.

Naomi McCracken

Court Reporter

Notary Public

Beaufort, South Carolina

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