

The State of South Carolina
In The Court of Appeals

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SC Court of Appeals

Appeal From Charleston Court of Common Pleas

James A Turner,
Charleston County Magistrate

Case No. 2021-001064

Danny D. Henrikson

Respondent,

Magnus Shier, Dba Edgewater Kitchens

Appellant

(INITIAL) BRIEF OF APPELLANT

August 4, 2022

Magnus E. Shier
Dba Edgewater Kitchens
2487-D Ashley River Rd.
Charleston, SC 29414

Magnus E. Shier
Aug 5 2022

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Submitted by Magnus Shier

1954 Dulsey Rd.

Charleston, SC 29407



CALL: 1-877-781-3280

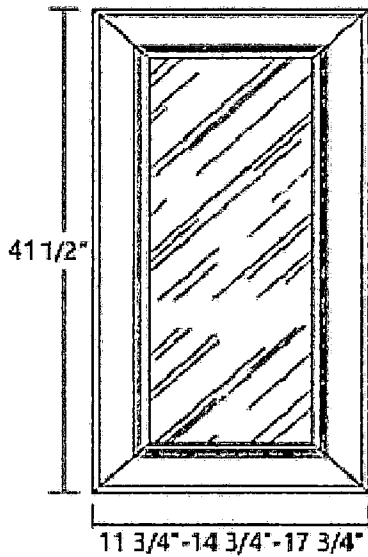
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Cost & estimate Google

Menu

Home / Century / Dove White Shaker / Accessories / Glass Door 15" X 42" - Dove White Shaker

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Glass Door 15" X 42" - Dove White Shaker

~~\$140.24~~ **\$94.00**

Glass Door - GLASS NOT INCLUDED

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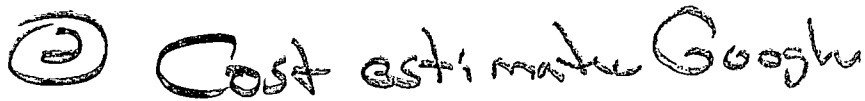
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As an experienced licensed home improvement contractor, I know first hand what it should cost for various levels — from Basic, Better, and of course the best. The Subway Tile Backsplash calculator will provide you with up to date pricing for your area. Simply enter your zip code and the square footage, next click update and you will see a breakdown on what it should cost to have Subway Tile Backsplash installed onto your home

Example: a 10 x 10 area = 100 square feet.

SUBWAY TILE BACKSPLASH COSTS	ZIP CODE <input type="text" value="29407"/>	SQ FT. <input type="text" value="33"/>	Update
	Basic	Better	Best
Subway Tile Backsplash – Material Prices	\$326.70 - \$386.10	\$415.80 - \$430.65	\$445.50 - \$475.20
Subway Tile Backsplash – Installation Cost	\$445.50 - \$460.35	\$495.99 - \$504.90	\$534.60 - \$564.30
Subway Tile Backsplash – Total	\$772.20 - \$846.45	\$911.79 - \$935.55	\$980.10 - \$1039.50

EDGEWATER KITCHEN

1. 2487-D ASHLEY RIVER RD.

CHARLESTON, S.C. 29414

843 225 6263 Cell 843 364 3700

EDGEWATER KITCHENS COMPLAINT & RESPONSE

1 Contractor did not complete work on cabinets in a timely manner. **Edgewater Answer**, Dan said he was going to help me with the job, no help after first 2 weeks. This is why job took longer than anticipated.

2. Did not tile the backsplash per drawing. **Edgewater Answer**, He got backsplash that came with counter. The drawing has wall tile for aesthetic purpose.

3. Did not install cabinet glass doors on the north wall. **Edgewater Answer**, this was never discussed period.

4. Did not finish the corner pantry installation **Edgewater Answer**, Pantry was completely finished and inspected by Dan.

5. Did not finish the island trim or install cabinet door. **Edgewater Answer**, Parts & doors were ordered and arrived 4/04/20. Called to deliver to Dan and he refused

delivery several times. Island trim was received 2/15/20. Called to install, received no answer. Never told me I would not be allowed to finish. This was approximately \$500.00 worth of labor, 5 hours of work.

6. Contractor did extort payments to install the final cabinet. **Edgewater Answer** Dan refused to pay me the money he agreed to, 9 days or so after we talked. So, I wanted money for work and materials.

7. Edgewater Kitchens entered into a contract to complete my kitchen on 9/26/19 with the exceptions of appliances, electrical and plumbing. The project according to them would take approximately four weeks. They were to install the cabinets, island, corner pantry, complete backsplash, install the counter tops per the agreed drawings and artistic designs. **Edgewater Answer** Four to six weeks with Dan's help. Date was never discussed.

8. During the negotiations of the contract, we discussed in length what was to be done. We discussed the tiling of backsplash with subway tile and the corner pantry. The cabinet glass doors were the last addition to the contract. **Edgewater Answer** Dan said he was doing the backsplash wall tile himself

9.They had told me where to go to look at designs of tile and countertops. The initial price of the work was \$25,500.00. When the backsplash was added 4" above counter top the price was \$29,119.84 The cabinet glass windows on the north wall was the last item which raised the price to \$31,509.84 in the end. **Edgewater Answer** Palmetto Surfacing installed the countertop, & 4" backsplash. Raised price, extra counter at island 01/23/20 (The glass doors never discussed.)

10. Into the renovations on the sixth week problems with working relations started when the contractor presented on 1/17/20 addendum prices for so called additional work, without any prior approval. The figures were written on a piece of cardboard, \$1100.00 for floor molding. I told him that we had discussed that before we entered into the contract and it was included. That is when he wanted to see the contract I was talking about. **Edgewater Answer** Dan was called, had cardboard, these figures as wrong including the \$3,100.00. He agreed to pay me for extras and then decided he was not going to pay. This was the start of the sour taste in my mouth. Extra base & install shoe extra. Drywall extra, materials & labor \$2,026.00

11. The Contractor basically held the kitchen unusable for 8 weeks. He used saws, planner, and sanders in the house without catch bags attached. Although it is sometimes necessary to use these tools inside the house, most of the time it is not. I asked that he not use the saw inside the house unless necessary after the counter tops were installed, he did so anyway. He reduced his hours from 30 per week, to about 20 prolonging the job while continuing to create a mess inside the house and creating a hazardous environment for the occupants of the house. After 8 weeks, on January 30th, my son and I removed his tools from the kitchen and notified him to pick them up. **Edgewater Answer** There was a fan in the window to create a vacuum & drop cloth over door. Dan's children moved through kitchen instead of front door. Chop saw did have a bag on it. Sander had a bag. Planner produces large partials.

12. Another argument in the meeting, Magnus wanting more money. No work performed. Palmetto Surfacing came and installed last piece of counter top backing behind stove.

Edgewater Answer Countertop and backsplash installed, waiting for Forest, Dan's son to finish painting.

13. Worked 2 hours. Called and asked when the last cabinet would be installed, he said whenever he got paid.

Edgewater Answer Told Dan whenever the cabinet was delivered.

14. Jacob and myself moved all of Magnus tools and equipment out of the house and started cleaning up.

Edgewater Answer After this, most normal people would have left and never come back. I finished all items on Dan's list and some as soon as he let me back in house after giving him the key, he still changed the loc

15. Meeting at Edgewater Kitchens office, told Magnus there would be no more using saw inside the house, and he had one week to finish the job. Paid \$2,850.00 to get last or extortion cabinet installed.

Edgewater Answer Paying for services when rendered is normal after trust is broken.

16. Installed the extortion cabinet.

Edgewater Answer Installed last cabinet.

17. Installed bottom trim on extortion cabinet. Informed me that the trash can pull out drawer would not be shipped until February 28.

Edgewater Answer Installed base & trim last cabinet

18. No Show

Answer Waiting for Forest to finish painting for 3 days.

19. Installed trim around window and floor molding on closet.

Edgewater Answer Waiting for Island trim to arrive from manufacture. Don't know anything about glass doors. No wall tile on invoice.

20. Met Magnus and Pat O'Neil house, told Pat to bring her camera if she wanted to take pictures of their work. Met at 3PM. Paid \$1000.00. Island trim not finished, door on garbage cabinet not installed. Pantry closet not finished, glass doors on cabinet not installed, and backsplash not tiled.

Edgewater Answer Never informed I was not welcome to come complete job. We offered several times to come and complete job.

21. Pat O'Neil called and asked if Magnus could come and finish the job. I told her I would have to contact my sons

and decide it would be better not to let him return to finish work.

Edgewater, Answer We offered to give Dan all the doors and trim to finish kitchen for free. He refused to receive the material.

22. Called Magnus Shier asked if I could have cabinet door to install on the garbage cabinet, he said I still owned him \$500.00 on the contract and I could have the door once I paid him.

Edgewater Answer We offered to give him door and trim at no cost. Don't know why -no explanation.

23. Pat O'Neil called again asking Magnus and I have a meeting. I told her; I was not interested in having a meeting.

Edgewater Answer We told him to come pick up materials to finish

24. Pat O'Neil called and said I could have the cabinet door, and trim.

Edgewater Answer Cabinet window door, never discussed that.

25. Tile

Edgewater Answer Tile no mentioned of tile on contract.

26.Edgewater Answer Refused Service

27.Edgewater Answer \$600.00-\$500.00 Due = \$10.00
Maybe.

100.00
MCA

On February 1st meeting at Edgewater Kitchens office. Paid \$2850 to get last or extortion cabinet installed. On 2/3/2020 he started installing the last cabinet.

Please see attachments

1. Contract signed by Magnus Shier.
2. Financial figures for complaint.
3. Time line for Contract.
4. Text messages for time of contract.

Edgewater Kitchens
 2487-D Ashley River Rd
 Charleston, SC 29414 US
 edgewk@gmail.com
 edgewaterkitchens.com



INVOICE

BILL TO
 Dan Hendrickson

INVOICE # 1007
DATE 09/10/2019
DUE DATE 09/10/2019
TERMS Due on receipt

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Quartz Countertops	At Cost Counters	62	80.00	4,960.00
Cabinetry Cab Craft	See Design Layout	1	19,119.84	19,119.84
Walled Pantry	Walled Pantry	1	2,500.00	2,500.00
Cabinetry Installation	Cabinetry installation	1	2,370.00	2,370.00
Payment Agreement	Deposit 19,000.00 To Start, Week 1 Draw 2500.00, Week 2 Draw 2489.84	1	0.00	0.00
Quartz Countertops	At Cost Island	32	80.00	2,560.00
Demolition	Remove Cabinetry not on original agreement Habitat for Humanity was to remove.	1	350.00	350.00
Paid		1	0.00	

Deposit due upon receipt 19,000.00

BALANCE DUE

\$31,859.84

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PROCEEDINGS

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THE COURT: Magnus Shier verses Danny Henrickson, Magistrate appeal. Mr. Shier and Mr. Henrickson; I might be mispronouncing those names but you've been brought over and you can hit start video and unmute and we'll get started. Magnus Shier, are you there?

MR. SHIER: I am.

THE COURT: Can you hit start video?

MR. SHIER: I don't know where it's at.

THE COURT: You don't see a button on your screen that says start video?

MR. SHIER: No, ma'am. I can hear you but I -- do I need to click on this Cisco WebEx extension?

THE COURT: Potentially. It's hard for me to tell without looking at what you're looking at.

MR. SHIER: It says you hit...

THE COURT: I can hear you. I'd like to be able to see you. There should be something that says video, start video. You don't see that?

[Off the record momentarily due to issues with getting video to work properly]

THE COURT: Let's just try to go forward with the audio. I'm okay with it if you are.

MR. SHIER: I am.

THE COURT: All right. This is a Magistrate

1 appeal. I'm looking at the docket. It looks like the
2 Return was filed earlier this year from Judge Turner.
3 I've got that in front of me. This looks like it was,
4 Mr. Shier you are who is appealing Judge Turner, is that
5 right?

6 MR. SHIER: Correct. I was never served. The
7 people that he had serve me didn't leave any card or
8 nothing. And they have proceeded to ---

9 THE COURT: --- what do you mean served? You
10 weren't served with the Summons and Complaint?

11 MR. SHIER: [No response]

12 THE COURT: Are you still there, Mr. Shier?

13 MR. SHIER: Yes. Can you hear me?

14 THE COURT: I can now. When you say you weren't
15 served you mean you weren't served with the Summons in
16 Magistrate Court?

17 MR. SHIER: Correct.

18 THE COURT: All right. Go ahead. It was published
19 in a local newspaper on two separate dates.

20 MR. SHIER: Yeah, I got that part.

21 THE COURT: All right.

22 MR. SHIER: I didn't see it.

23 THE COURT: Okay.

24 MR. SHIER: The issue is Dan is claiming that I did
25 not finish the job, okay. He would not let me finish the

1 job to start with, okay. The cabinet doors with glass as
2 you can see were never discussed. Had they been I would
3 have given Mr. Henrickson the doors, okay. The tile
4 backsplash I told Mr. Henrickson that I would do the tile
5 backsplash for free. He refused to let me finish the
6 job, okay.

7 And the -- let's see, the doors, the tile backsplash
8 and finishing the island there was only four hours left
9 to finish the island and I had all the parts and pieces
10 and Dan refused to let me come finish the job.

11 In hindsight Dan agreed to pay me for the extra work
12 that I did and then the next morning he called me and
13 told me he was not going to pay me. So I would like to
14 get that money, the 2,026 dollars.

15 And he said he was going to help me do the job so I
16 gave him a discount. And he could only help me for a
17 little while and his father got sick so he used that as
18 an excuse not to come to the job.

19 When the countertops were installed I had to call
20 Dan three times and tell him he needed to get over there
21 and inspect to make sure that they were right. Then
22 threw all my stuff out in the driveway.

23 THE COURT: Mr. Shier, I'm going to stop you. This
24 isn't like you get a second crack at it with a different
25 set of ears. So, I don't mean to cut you off it's just

1 that I only have a very narrow kind of scope of what I
2 can do at this level. It's not like a re-do with another
3 judge or anything like that. So, I'm more interested in
4 you saying you were never served. I understand that.
5 They attempted service I guess on whatever address they
6 had for you.

7 MR. SHIER: And they never left any card, never
8 called; otherwise I would have responded. Dan did not
9 tell me that he was going to sue me.

10 THE COURT: I understand. That doesn't always
11 happen. That's not a requirement. People don't have to
12 give you a heads-up. They just have to try to get you
13 served. Now that's something else. Mr. Henrickson, how
14 was he, what address were you using to serve him before?

15 MR. HENRICKSON: The one that he had on his
16 business license with Charleston County.

17 THE COURT: Which is what? Do you have it in front
18 of you?

19 MR. HENRICKSON: I think it was 1956 Dulsey Road.

20 MR. SHIER: Yes, I own the property.

21 THE COURT: And it is a vacant lot, is that right?

22 MR. SHIER: It's not a vacant lot.

23 THE COURT: It's not a vacant lot, okay. Well
24 whoever ---

25 MR. SHIER: --- there's a rental house there.

1 There's been a house there since 1946.

2 THE COURT: Okay. I'm just going -- I'm just
3 telling you that's what -- apparently whoever tried to
4 serve it there said it was a vacant lot. After that the
5 Court received a request to serve you by publication in
6 the paper, which is just procedurally what happens.

7 When you can't get personal service on somebody you
8 go to the Court and say we want permission to serve him
9 by publication and they put it in the newspaper. I know
10 that seems a little ridiculous but that's what the rules
11 provide.

12 MR. SHIER: I've been in this town for 62 years.
13 I've been living at the same address for 40 years. And I
14 have a place of business where he could have left a
15 message or drop something in the mailbox. So I was under
16 the impression that to be served means the Constable
17 would come up and give you a Summons.

18 THE COURT: Normally it's a process server. They
19 try to walk up and give you a Summons. That is right.
20 That is correct. It just looks like they according to
21 this Judge Turner heard ---

22 MR. SHIER: --- I looked ---

23 THE COURT: They said they failed to get service on
24 you. They attempted it August 13th, 2020.

25 MR. SHIER: Excuse me, Judge. The person who

1 served me, there is some paperwork in there, I went on
2 the Internet and he's not listed. The little girl who
3 tried to serve me I think she had her license to be a
4 Notary for like two weeks or something.

5 THE COURT: So, you were served?

6 MR. SHIER: No. I found out all that information
7 after the fact after I went down there and got all the
8 paperwork. Couple of issues, the thing is I made an
9 effort to finish the job. Dan told me he didn't want me
10 to finish the job.

11 I made an effort to give Dan all the parts and
12 pieces relevant for finishing the job. Dan refused to
13 receive the parts and pieces. I did my due diligence I
14 believe and I really did try to help finish it off. I
15 never quit a job before. He refused to let me finish the
16 job.

17 THE COURT: Okay. I'm just looking. Give me one
18 minute. I'm looking at everything that was filed.

19 [Whereupon, the Court reviews documents]

20 MR. SHIER: He ever stated in there that our last
21 meeting when we came to terms about how it was going to
22 be finished that he had already at that point in time
23 knew he was going to have to take me to Court. It's in
24 the paperwork. He wasn't going to let me finish. Even
25 at the point where I went back in there and did

1 everything possible to make that job right and he already
2 had it in his mind that he was going to take me to Court.

3 THE COURT: Okay. They went to try to serve you at
4 Dulsey Road. I'm sorry; it's not a vacant lot. It was
5 up for rent. There is a sign that says for rent in the
6 yard. Does that sound familiar?

7 MR. SHIER: It does. It does.

8 THE COURT: Okay. So, at the time they attempted
9 service on you I guess there was nobody living in the
10 house. Would that have been accurate?

11 MR. SHIER: Correct. That's accurate.

12 THE COURT: All right.

13 MR. SHIER: No card, no note; no nothing. I did
14 some research and due diligence said that if you try to
15 contact somebody you should leave some evidence. There
16 is a whole article about the due diligence in that
17 paperwork. That's my real issue that there wasn't any
18 due diligence. And that the people that were trying to
19 serve me were incompetent.

20 THE COURT: I'm interested in one of those
21 notifications of non-service is checked a vacant lot yet
22 the service says...

23 MR. SHIER: That tells you something about the
24 person that wrote it. Incompetent.

25 THE COURT: Yes, that's interesting.

1 MR. SHIER: Yeah, I thought it was too.

2 THE COURT: Then they chose the City paper to
3 publish.

4 MR. SHIER: Not the News & Courier where everybody
5 looks.

6 THE COURT: All right. Mr. Henrickson, anything
7 else you need to tell me? So, you hired a process server
8 I guess to get service on him, is that right?

9 MR. HENRICKSON: I did hire one, Your Honor;
10 however he didn't charge me because he couldn't serve Mr.
11 Shier. He was very hard to communicate with.

12 THE COURT: The process server or Mr. Shier?

13 MR. HENRICKSON: Pardon?

14 THE COURT: Who was hard to communicate with, your
15 process server?

16 MR. HENRICKSON: Yes. I hired a private server to
17 try to serve him and he could not find Mr. Shier. He
18 called the office several times trying to make an
19 appointment with him and he never returned his call. But
20 I mean he did get notice of the ruling by Judge Turner.

21 THE COURT: After the fact?

22 MR. HENRICKSON: After the fact, yes.

23 THE COURT: Right, right.

24 MR. SHIER: I did not have a chance to defend
25 myself.

Magnus E. Shier, III v Danny D. Henrickson
Magistrate Appeal
June 9, 2021

1 THE COURT: All right. Let me, I'll take a look at
2 this. I'll get an order issued one way or the other by
3 the end of the week, all right?

4 MR. HENRICKSON: All right. Your Honor, I sent you
5 a packet through the clerk.

6 THE COURT: Yes sir, I have that.

7 MR. HENRICKSON: Okay, a variety of evidence there.

8 THE COURT: Yes. And it's really just hinging on
9 this service issue. I'm really not getting into the
10 weeds of what happened between y'all before that. All
11 right thank y'all very much. You're free to sign off.

12 MR. SHIER: Bye. Thank you, Judge.

13 THE COURT: Uh Huh.

14 MR. HENRICKSON: Does the case continue?

15 THE COURT: I'm going to issue an order one way or
16 the other and that will let you know. You'll get
17 notification of it the same way you got notified of
18 today's hearing, okay.

19 MR. HENRICKSON: Okay. Thank you, Your Honor. You
20 have a great day ---

21 THE COURT: --- have a great day. That's for coming
22 and waiting.

23 MR. SHIER: Thank you for your time.

24 THE COURT: Yes.

25 *****END OF TRANSCRIPT OF RECORD*****

C E R T I F I C A T E

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I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is, to the best of my ability, a complete Transcript of Record of the proceedings had, using WebEx videoconferencing, and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 9th day of June, 2021.

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

February 19, 2022

Joyce C. Rueger, CVR-M
Court Reporter

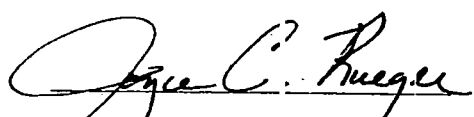
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C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official
Circuit Court Reporter for the Ninth Judicial Circuit of
the State of South Carolina, do hereby certify that the
foregoing is, to the best of my ability, a complete
Transcript of Record of the proceedings had, using WebEx
videoconferencing, and evidence introduced in the trial
of the captioned case, relative to appeal, in the Court
of Common Pleas for Charleston County, South Carolina on
the 9th day of June, 2021.

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

February 19, 2022


Joyce C. Rueger, DVR-M
Court Reporter

9

Vacant Lot 7-Aug
26

Danny D Henriksen
2 Cabell St.
Charleston, SC 29407
(509) 947-7354

PLAINTIFF(S)

Vs

Magnus Shier Dba Edgewater Kitchens
1954 Dulsey Rd.
Charleston, SC 29407

1956 Dulsey Rd.

VACANT

Up for Road

DEFENDANT(S)

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn

says that (s)he served the _____ in this action

(Describe document(s) served)

on _____ by delivery to

(Name of party served)

_____ personally;

(Name of party served)

_____ the _____ of the party served,

(Name of person served)

(Note relationship to party)

and a person of discretion residing at the residence of the party served;

_____ the _____ of _____

(Name of person served)

(Title)

(Name of corporate party served)

and leaving with (him) (her) a copy at

(Street address)

in _____ County, South Carolina,

(City or Town)

County

on _____ at _____ o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.

Sworn to and Subscribed before me
this _____ day of _____, 20 _____

Signature of Deponent

Notary Public for South Carolina
My Commission expires _____) Entered in the Sheriff's Service Book on _____
Book _____ Page _____ Number _____

Return to:
Small Claims - North
4045 Bridge View Drive
P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650
Fax: (843) 202-6652

8

Maps

Exhibit MVI8

Date 9/10/2020

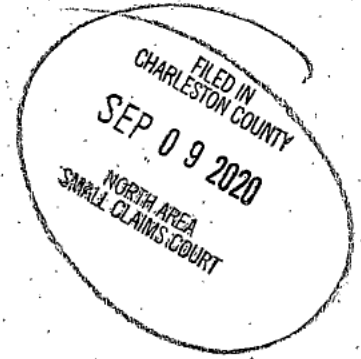
Small Claims-North

Judge : James A Turner

4045 Bridge View Drive

North Charleston, SC 29405

Not Member



Your Honor

I, Danny Henriksen, have filed a claim in small claims court case number 2020CV1011501116, Reference # 1005. The court has tried to serve the defendant Edgewater kitchens, Magnus Shier to no avail. I have hired a private process server Jake Brunson who has tried five times to serve Mr. Shier with no success. I am requesting permission from the court to publish the serving notice in the Newspaper.

If permission is granted please inform me of the required information to be posted in the notice.

Thank you,

Danny D. Henriksen

Danny D Henriksen

322 Cabell St.

Charleston SC 29407

Ph. 5099477354

*motion
served
9/13/2020*

~~Delta Mot~~

~~DDHenri70@hotmail.com~~

DD Henri 70 @ hotmail.com

①

Mapos

Exhibit MVI 9

Date 9/10/2020

Small Claims-North

Judge : James A Turner

4045 Bridge View Drive

North Charleston, SC 29405

Not Member

FILED IN
CHARLESTON COUNTY
SEP 09 2020
NORTH AREA
SMALL CLAIMS COURT

Your Honor

I, Danny Henriksen, have filed a claim in small claims court case number 2020CV1011501116, Reference # 1005. The court has tried to serve the defendant Edgewater kitchens, Magnus Shier to no avail. I have hired a private process server Jake Brunson who has tried five times to serve Mr. Shier with no success. I am requesting permission from the court to publish the serving notice in the Newspaper.

If permission is granted please inform me of the required information to be posted in the notice.

Thank you,

Danny D. Henriksen

Danny D Henriksen

322 Cabell St.

Charleston SC 29407

Ph. 5099477354

*motory
snarked
9/13/2020*

~~Dennis~~

~~DDHenri20@hotmail.com~~

DD Henri 20 @ hotmail.com

(Letter to court
From Dr Henriksen)

803 363 9373

6
Danny D Henriksen
22 Cabell St.
Charleston, SC 29407
(509) 947-7354

PLAINTIFF(S)

Vs

Magnus Shier Dba Edgewater Kitchens
1956 Dulsey Rd.
Charleston, SC 29407

DEFENDANT(S)

FILED IN
CHARLESTON COUNTY
SEP 21 2020
NORTH AREA
SMALL CLAIMS COURT

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn
says that (s)he served the _____ in this action

(Describe document(s) served)

on _____ by delivery to
(Name of party served)

_____ personally;
(Name of party served)

_____ the _____ of the party served,
(Name of person served) (Note relationship to party)

and a person of discretion residing at the residence of the party served;

_____ the _____ of _____
(Name of person served) (Title) (Name of corporate party served)

and leaving with (him) (her) a copy at _____
(Street address)

in _____ County, South Carolina,
(City or Town) County

on _____ at _____ o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.

Sworn to and Subscribed before me)
this _____ day of _____, 20____)
) _____
) Signature of Deponent

Notary Public for South Carolina) Entered in the Sheriff's Service Book on _____
My Commission expires _____) Book _____ Page _____ Number _____

Return to:
Small Claims - North
4045 Bridge View Drive
P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650
Fax: (843) 202-6652

2487 Ash River #D

5

Danny D Henriksen
2 Cabell St.
Charleston, SC 29407
(509) 947-7354

PLAINTIFF(S)

Vs

Magnus Shier Dba Edgewater Kitchens
1956 Dulsey Rd.
Charleston, SC 29407

DEFENDANT(S)

FILED IN
CHARLESTON COUNTY
SEP 21 2020
NORTH AREA
SMALL CLAIMS COURT

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on _____ at _____ o'clock

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Sworn to and Subscribed before me
this 23 day of Oct, 2020

Courtney Powell

[Signature]

Signature of Deponent

Notary Public for South Carolina
My Commission expires 10/30/2029

Entered in the Sheriff's Service Book on _____
Book _____ Page _____ Number _____

Return to:
Small Claims - North
4045 Bridge View Drive
P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650
Fax: (843) 202-6652

Courtney Powell
Notary Public, State of South Carolina
My Commission Expires 10/30/2029

2087 Ash River #D

4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FILED IN
CHARLESTON COUNTY
AUG 13 2020
NORTH AREA
SMALL CLAIMS COURT

Danny D Henriksen
322 Cabell St.
Charleston, SC 29407

NOTIFICATION OF NON-SERVICE

RE: Danny D Henriksen

Vs Magnus Shier DbA Edgewater Kitchens

PLAINTIFF(S)

DEFENDANT(S)

CASE NUMBER: 2020CV1011501116

Please be advised that your civil action has been returned from the Charleston County Sheriff's Department/Constable/Process Server with non-service for the following reason(s):

- Defendant does not reside in Charleston County
- Defendant no longer resides at given address
- Defendant is deceased
- Defendant's address is unknown
- Vacant Lot**
- Apartment number or lot number required
- Defendant never home
- Unable to serve after five or more attempts
- Restraining Orders - There is NOT a fee of \$10 to attempt service at a new address.
- Other: _____

1956 Dulsey Rd.

Please note that the Court must receive any new address within 30 days from the date of this letter with a fee of \$10 to attempt service at the new address. Should no new address be supplied within the number of days stated above, this action will be dismissed and you will be required to re-file for further action. Please submit any new information to the below address or fax to the number shown.

Small Claims - North
4045 Bridge View Drive
P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650
Fax: (843) 202-6652
August 13, 2020

MV17

63

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

2020CV1011501116
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE

Vacant Lot 7-Aug
26

Danny D Henriksen
722 Cabell St.
Charleston, SC 29407
(509) 947-7354

PLAINTIFF(S)

Vs

Magnus Shier Dba Edgewater Kitchens
1954 Dulseay Rd.
Charleston, SC 29407

DEFENDANT(S)

1956 Dulseay Rd.
← VACANT →
Up for RONA

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn
says that (s)he served the _____ in this action

(Describe document(s) served)

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(Name of party served)

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(Name of party served)

_____ the _____ of the party served,
(Name of person served) (Note relationship to party)

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_____ the _____ of _____
(Name of person served) (Title) (Name of corporate party served)

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(Street address)

in _____ County, South Carolina,
(City or Town) County

on _____ at _____ o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.

Sworn to and Subscribed before me
this _____ day of _____, 20 _____)

Signature of Deponent

Notary Public for South Carolina
My Commission expires _____)

Entered in the Sheriff's Service Book on _____
Book _____ Page _____ Number _____

Return to:
Small Claims - North
4045 Bridge View Drive
P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650
Fax: (843) 202-6652

2

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

2020CV1011501116
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE

Danny D Henriksen
322 Cabell St.
Charleston, SC 29407
(509) 947-7354

PLAINTIFF(S)

Vs

Magnus Shier Dba Edgewater Kitchens
1956 Dulsey Rd.
Charleston, SC 29407

DEFENDANT(S)

FILED IN
CHARLESTON COUNTY
SEP 21 2020
NORTH AREA
SMALL CLAIMS COURT

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Sworn to and Subscribed before me
this _____ day of _____, 20____)
) _____
) Signature of Deponent
)

Notary Public for South Carolina) Entered in the Sheriff's Service Book on _____
My Commission expires _____) Book _____ Page _____ Number _____

Return to:
Small Claims - North
4045 Bridge View Drive
P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650
Fax: (843) 202-6652

2487 Ash Riven #D

1

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

2020CV1011501116
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE

Danny D Henriksen
2 Cabell St.
Charleston, SC 29407
(509) 947-7354

PLAINTIFF(S)

Vs

Magnus Shier Dba Edgewater Kitchens
1956 Dulsey Rd.
Charleston, SC 29407

DEFENDANT(S)

FILED IN
CHARLESTON COUNTY
SEP 21 2020
NORTH AREA
SMALL CLAIMS COURT

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Sworn to and Subscribed before me.

this 23 day of Oct, 2020

[Signature]
Signature of Deponent

Notary Public for South Carolina

My Commission expires

10/30/2029

Entered in the Sheriff's Service Book on _____

Book _____ Page _____ Number _____

Return to:

Small Claims - North
4045 Bridge View Drive
P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650
Fax: (843) 202-6652

Courtney Powell
Notary Public, State of South Carolina
My Commission Expires 10/30/2029

2087 Ash River #D

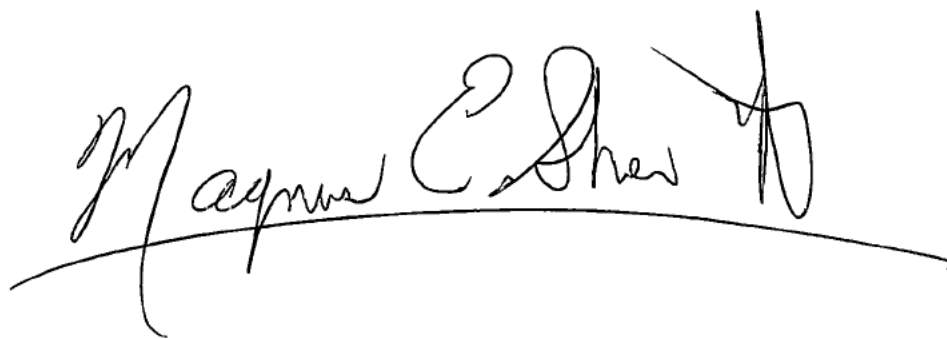
Conclusion

Due to the fact, failure to properly serve Magnus E. Shier at his home or business. Between August 3 – August 31, 2020, Due diligence of failure to Properly serve Mr. Shier at his home or business. Mr. Shier has lived In Charleston at 1956 & 1954 Dulsey Rd. since 1986- 2022 for 36 years. Server stated that property at 1956 Dulsey Rd. was a vacant lot. See 2020CV1011501116 Civil Case number under affidavit of service MV 65-1 on August 7, 2020, paperwork incomplete. Document MV 65-2 September 21, 2020 Paperwork incomplete. Document MV 65-3 September 21, 2020. The day is written over as 20 or 23 October, 2021 and the Small Claims Court Document is dated September 21, 2020, which is before October 20-23, 2020 the date Courtney Powell notarized the document MV65-3. Filed with North Area Small Claims Court September 21, 2020. The document was notarized on October 20/23, 2020. There is a 30-day difference between the date it was signed and the date it was notarized. The fact there is no invoice or estimate for work Mr. Henriksen claims was not completed. The cost for Edgewater Kitchens to complete the job was \$1,646.20. Mr. Henriksen claimed it would cost \$6958.00. The difference is \$5,311.80.

Submitted by Magnus Shier

1954 Dulsey Rd.

Charleston, SC 29407

A handwritten signature in black ink that reads "Magnus Shier". The signature is written in a cursive style and is underlined with a long, sweeping horizontal line that extends to the right.

Magnus Shier
2487-D Ashley River Rd
Charleston, SC 29414



RECEIVED
AUG 09 2022
SC Court of Appeals

South Carolina
Court of Appeals
1220 Senate St
Columbia, SC 29201

RETURN RECEIPT
REQUESTED

