

RECORDED

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

2013 JUN -3 AM 11:21
JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

APPEAL FROM SUMTER COUNTY
Court of Common Pleas
The Honorable, Richard Booth

-2002-CP-43-064

White's Mill Colony, Inc.,

Respondent

v.

Richard Weeks, Lillian Davis, Jerry Rouse,
Jimmie Johnson, and Leon Kelly,

Defendants,

Of whom, Richard O. Weeks is the,

Appellant.

**APPELLANT'S RESPONSE TO RESPONDENT'S
RETURN TO APPELLANT'S MOTION TO DENY
RESPONDENT'S MOTION FOR FEES AND COSTS**

RECEIVED

JUN 05 2013

SC Court of Appeals

Appellant, in response to the Respondent's Return to Appellant's Motion to Deny Respondent's Motion to Deny Respondent's Motion For Fees and Costs, do not argue that this case has been appealed. This has already been established. Let the record show that the Appellant has already paid numerous fees and costs to the Respondent. After Appellant paid fees, Respondent requested Interest. Appellant received an Order on or about January 5, 2011. However, the Order did not reflect what occurred at the hearing. Let the record show, letter dated February 6, 2011, that is being attached.

Appellant has already loss use of his property due to this ongoing case. Appellant has not been able to use his property for approximately around 10 years or so. Property that he uses for Farm Land.

Loss of use, the measure of damages for loss of use of property is determined by its reasonable rental value. If the property has o rental value, damages are determined by the value of the use of the property during the time its use was interrupted. In the case of a manufacturing plant, the value of this use may be based on past performance and profits.

Appellant has been delayed a decision as to when he may use his property which he pays property taxes on and this is illegal.

Delay Damages: A contractor may be liable for delay damages regardless of whether time was of the essence of the contract. Drews Co., Inc. V Ledwith-Wolfe Associates, Inc., 296 S.C. 207, 371 S.E. 2d 532 (1988). Where a contract sets no date for performance, time is not of the essence of the contract and it must be performed within a reasonable time.

Id. In property cases, the plaintiff may generally recover the difference between the value of the property immediately before and after the breach or the injury. Id. As a general rule, anything that restricts the use, enjoyment, or disposal of property may be said to destroy the property itself because "the substantial value of property lies in its use."

Respondent also wants Attorney fees and costs incurred in this Appeal. In South Carolina, attorney's fees are not recoverable unless authorized by contract or statute. Historic Charleston Holdings, LLC v. Mallon, 381 S.C. 417, 673 S.E.2d 448 (2009).

Accordingly, the Appellant, respectfully requests that the court grant Motion to Deny Respondent's Motion for Fees and Costs and Dismiss and restore Appellant all rights to use his property.

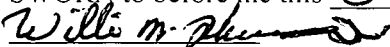
Respectfully Submitted,



Richard O. Weeks
415 Vining Street
Sumter, SC 29150
(803) 773-9756
Appellant

June 3, 2013

SWORN to before me this 3 day of June 2013



Willie M. Richardson, Jr.

Notary Public for South Carolina

My Commission Expires: 02/09/2020

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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2013 JUN -3 AM 11:20

JAMES C. CAMPBELL
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68638

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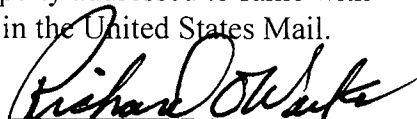
Appellant.

PROOF OF SERVICE

Richard O. Weeks, being first duly sworn, deposes and says that on the 3rd day of June 2013, he served a copy of Appellant's Response to Respondent's Return to Appellant's Motion to Deny Respondent's Motion for Fees and Costs and Proof of Mailing in the above-captioned matter upon:

Kenneth R. Young Jr. Esquire
23 West Calhoun
Sumter, SC 29150

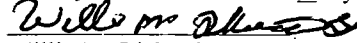
by placing a true copy of said document in an envelope properly addressed to same with postage fully prepaid thereon and depositing said envelope in the United States Mail.



Richard O. Weeks
415 Vining Street
Sumter, SC 29150
(803) 773-9756
Appellant

June 3, 2013

SWORN to before me this 3 day of June 2013.


Willie M. Richardson, Jr.
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