

Nov 21 2022

SC Court of Appeals

STATE OF SOUTH CAROLINA
BEFORE THE SUPREME COURT OF SOUTH CAROLINA

STEPHANIE LORRAINE KIRKLAND, GARY LAMONT KIRKLAND,
KIETA NICOLE WHITE, AND CHERYL KIRKLAND,

PETITIONERS

VS.

THE COURT OF APPEALS OF SOUTH CAROLINA AND
THE HON, MARVIN H. DUKES, MASTER IN EQUITY

RESPONDENTS

IN RE: Appellate Case No. 2022-000277

Court of Common Pleas Case No. 2020-CP-07-02301

GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S. HARRISON, III,
STANLEY ROBERTS AND DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,

RESPONDENTS

VS.

STEPHANIE LORRAINE KIRKLAND, GARY LAMONT KIRKLAND,
KIETA NICOLE WHITE, AND CHERYL KIRKLAND,

APPELLANTS

PETITION FOR WRIT OF MANDAMUS

Charles E. Houston Jr., Esq.
The Houston Law Firm LLC
1000 Main Street, Suite 200 C
Hilton Head Island, SC
chouston@houstonlawfirm.net
SC Bar # 2663 Fed. Bar # 1961

**Attorney for Petitioners and
Appellants / Defendants**

OTHER COUNSELS OF RECORD:

Chester C. Williams, Esq.
Law Office of Chester C. Williams, LLC 17
Executive Park Road, Suite 2
PO Box 6028

Hilton Head Island, SC 29938-6028

And

Thomas C. Taylor, Esq.
Law Office of Thomas C. Taylor, LLC
P.O. Box 1808
Bluffton, SC 29910

Attorneys for Plaintiff / Respondents

JURISIDCTION

This Petition for a Writ of Mandamus and for a Writ of Prohibition is brought under the original jurisdiction of this court pursuant to the authority granted by § *14-3-310*. This section of the Code provides the Supreme Court with power to issue writs or orders of injunction, mandamus, quo warranto, prohibition, certiorari, habeas corpus, and other remedial and original writs. Additionally, the Petitioners invoke this court's appellate jurisdiction pursuant to § *14-3-330 (1), (2) and (3)*. The underlying case is presently pending on appeal before the South Carolina Court of Appeals with some remaining matters pending before the Master in Equity for Beaufort County who acquired jurisdiction by Order of Reference from the Circuit Court.

NATURE OF PETITION

Writ of Mandamus:

This Petition for a Writ of Mandamus requests this Court to require and compel the Court of Appeals to stay any further actions by the Master in Equity for Beaufort County South Carolina until the Court of Appeals performs the ministerial act of setting the amount of a supersedes bond as required by *Rule 241(b) (4) SCRAP* codified as § *18-9-170 S.C. Code Ann.* (Judgments directing the sale or delivery of possession of real property.) has been set coupled with a reasonable period of time being afforded to the Appellants to comply and fulfill the imposed conditions of the

bond; and further, upon the Appellants complying with the terms of the bond; for a complete stay until the case upon review would have completed the appellate process.

FACTUAL BACKGROUND

This action was instituted as Case No. 2020-CP-07-02301 in the Court of Common Pleas for Beaufort County as a declarative judgment action for the partitioning, sale and the quieting of title to "heirs titled" unimproved property under the provisions of the Clementa C. Pinckney Act; codified as § S.C. Code § 15-61-310 Code of Laws of South Carolina. By order of Reference from the Circuit this case was transferred to the Master in Equity. Prior to the commencement of the action, the Plaintiffs had already entered into a contract to sell the property to Rotunda, a real estate developing company. The complaint stated that there were open, non-probated estates among the heirs, but the Personal Representatives or Administrator of those estates had not been personally served or named or joined as parties into the action.

Prior to the publication of the service of process, a Consent Order was filed designating who all the heirs were, and the percentage of ownership held by each person. No evidentiary hearing as required by §15-61-400 of the Pinckney Act was ever held, though specifically requested by motion of the Defendants. An appraisal report was accepted by the Master in Equity valuing the property at \$9.1 million.

An order was subsequently issued by the court substituting the attorney for the Defendants and for the realignment of some of the parties previously designated as plaintiffs to defendants and for the sale of the property. Upon the Appellant/Defendants filing their notice to exercise their “Right of First Refusal” (common terminology for § 15-61-370) they were granted the minimum statutory period of sixty (60) days to deposit the amount of \$8.9 million into the Office of the Clerk of Court. No provision were included in the order as to when they would be conveyed the property; as the Master in Equity did not consent to do so(**Exhibit 1** 1/6/22 Transcript) Further, no warranty of title would be furnished to the defendants.

The defendants as the non-partitioning heirs had entered a contract with another partner-developer, who tendered its unquestioned financial capability to the court, desired to joint venture with defendants to purchase the property from the partitioning heirs. Their separate contract also contained additional terms providing for perpetual equity participation by the defendants in the planned resort development. The terms for exercising their “Right of First Refusal” were under premises deemed unreasonable and unconscionable for the defendants to perform. The defendants then moved the court for an extension of time for an additional 45 days to have an evidentiary hearing to establish a factual basis upon which the Court could degree marketable fee simple title upon the property. With the fee simple marketable title conferred upon the property by court order and Appellants would

have been able to comply with the terms imposed by the court for the exercising their right of first refusal. This was denied by the Master in Equity. (**Exhibit 2**) 1-06-22 Transcript) Thereafter, plaintiffs filed an appeal of the case to the Court of Appeals followed by a motion for stay.(**Exhibit 3**) The Court of Appeals denied ruling upon the motion as it was not first brought before the Master in Equity. The Master in Equity, after holding a hearing upon the Defendants' Motion for Stay with Supersedes Bond, refused to set a supersedes bond. ((**Exhibit 4**) 9-15-22 transcript) and subsequently by order of November 7, 2022 denied the motion. (**Exhibit 5**) (The court is invited to take notice that the factual finding in this order that Rotunda would except less than a fee simple title does not appear in the record and that only one not all of the four estates pertain to the non-partitioning heirs. Three of them belong to the plaintiff partitioning heirs and those estates are represented by their counsel.) The Defendants then renewed the motion before the Court of Appeals (**Exhibit 5**) and, likewise, the Court of Appeals also refused to set a supersedes bond. (**Exhibit 6**) Prior to the filing of this petition, the Appellants filed a Motion for a Rehearing before a three-judge panel that is presently pending. (**Exhibit 7**)

For a more complete recitation of the facts and issues raised upon appeal in this case a copy of the Appellants' Amended Initial Brief, particularly referring to the The Statement of the Case is attached as **Exhibit 8**. This document provides reference to where in the record items set forth herein appear. The record in its

entirety as filed with the Court of Appeals Appellate Case # 2022-00277 and as appears upon the Beaufort County Public Index (2020-CP-07-002301 is incorporated into this Petition as if fully set forth herein.

Argument and Memorandum of Law

The requirements to obtain a writ of mandamus requiring the performance of an act, the petitioner must demonstrate (1) the respondent has a duty to perform the act; (2) the ministerial nature of the act; (3) the petitioners' specific legal right necessitating the discharge of the duty. Porter v. Jedziniak, 334 S.C. 16, 512 S.E.2d 497 (1999); and (4) the petitioner lacks any other legal remedy. In re Lyde 284 S.C.419, 327 S.E.2d 70 (1985).

The Mandamus remedy is applicable to the Petitioners /Appellants where, as here, there is a clearly defined duty that must be performed. The primary purpose of a Writ of Mandamus is to enforce established rights and to enforce a corresponding imperative duty created and imposed by law. Redmond v. Lexington City School District No.4, 314 S.C. 431, 445 S.E.2d 441(1994). The Court of Appeals not setting a supersedes bond in this civil action is the equivalent of a Magistrate not holding a bond hearing for a person accused of a misdemeanor.

An act is ministerial when the law clearly spells out the duty to be performed by the official with sufficient certainty that nothing is left to the

exercise of discretion. A clear right to relief is shown when the facts and circumstances dictate but one rational decision "under unequivocal, well settled (i.e., from extant statutory, constitutional, or case law sources), and clearly controlling legal principles. *In Re Sanford* 385 SC 480-3685 S.E. 2d 600 and *Porter v. Jedzimiak* 334 S.C. 16, 512 S.E. 2d 497. The appellants' petition qualifies under the applicable statutes and case law established by this Court for the issuance of a Writ of Mandamus upon the terms requested.

The act required of the Court of Appeals to set a supersedes bond is a ministerial act that is already established and required by law to be granted to all litigants whose appeal to an appellate court fall within the confines of *Rule 241(b)(4) SCRAP codified as § 18-9-170 S.C.* It is also a right appurtenant to property ownership when, if denied, would be a due process of law violation that comes under the constitutional protections of *Article 1 § 3 of the South Carolina Constitution* and the *5th and 14th Amendment of the Constitution of the United States*. The primary purpose of mandamus is to command, execute and enforce a right which has already been established. This court's ruling in the case of *Willamon v. City of Greenville*, 243 S.C. 821, 32 S.E.2d 169, adequately reaffirms this established principle followed in other jurisdictions. *Bowen v. Carnes*, 343 S.W.3d 805 (Tex. Crim. App. 2011).

The requirement that there is no remedy at law is completely met. If the court does not set a supersedes bond, then the respondents may proceed with the

sale of the property conveying “heirs title” property without a warranty covenant. This intended conveyance would divest the appellants’ possessory interest in the property. Though this courts’ ruling in Wachesaw Plantation Community Services Association, Inc. v. Todd C Alexander 414 SC 355, 778 S. E. 2d , will permit the Appellants to proceed with its appeal. However, prevailing by obtaining a reversal would achieve a moral victory but be Appellants would be left without their interest in land. This appears to be clearly contrary to the goals and purposes that our Legislature had in mind when enacting § 15-61-370 of the Clementa C. Pinckney Act. Once the property is sold, it may be quickly sold to another party in alignment with Rotunda to obtain the third party without notice status. They, in order to create a marketable title for a “Master Deed” for their intended development, would bring another action to quiet title. In a subsequent action the Appellants, having been dispossessed of their interest, may lack standing as a party. A collateral attack upon the present proceeding would subject the Appellants to unnecessary, inconvenient and expensive litigation attendant also with the unnecessary expenditure of judicial resources and economy that is avoidable.

Further, this deceitful practice of a developer contracting with a group of heirs to sell their interest in property and then commencing to bring an action to partition sale and to quiet title under the Pinckney Act, entering a Consent Order

establishing the percentage interest of each heir without the holding an evidentiary hearing, allowing the non-partitioning heirs desiring to purchase the interest of the partitioning heirs through exercising their “Right of First Refusal” only sixty days to obtain the financing of \$8.9 million without the benefit of a marketable title as collateral, without any time being specified as to when they a deed of conveyance would be issued , with the Master in Equity refraining to convey the property to the non-partitioning heirs (without the challenged jurisdictional authority to do so) and then reversing his position issue an order confirming the sale of the land and agreeing to convey the quick claim interest of the non-partitioning heirs to the developer, and for the Master in Equity to disallow the granting of a supersedes bond to stay this travesty of justice upon appeal; would be abhorrible and a travesty of justice save the protection of this court armed with South Carolina jurisprudence.

NATURE OF RELIEF SOUGHT

WHEREFORE, Petitioner expressly requests and prays that the court will issue a Writ of Mandamus immediately; compelling the South Carolina Court of Appeals to set a supersedes bond for the Appellants in Appellate Case No. 2022-00277 as required by Rule 241(b) (4) SCRAP codified as § 18-9-170 S.C. Code Ann. and for such other and further relief as this Court deems proper, just and equitable.

Respectfully submitted,

The Houston Law Firm LLC

November 21, 2022
Hilton Head Island, SC

1000 Main Street, Suite 200 C
Hilton Head Island, SC
chouston@houstonlawfirm.net
S/ Charles E. Houston Jr.
Charles E. Houston Jr.
SC Bar # 2663 Fed. Bar # 1961
**Attorney for Petitioners and
Appellants / Defendants**

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS
HON. MARVIN H. DUKES
MASTER IN EQUITY

Appellate Case # 2022-00027

**GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S.
HARRISON, III, STANLEY ROBERTS AND
DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,**

RESPONDENTS

vs.

**STEPHANIE LORRAINE KIRKLAND, GARY
LAMONT KIRKLAND, KIETA NICOLE WHITE,
AND CHERYL KIRKLAND,**

APPELLANTS

.

**APPELLANTS' MOTION FOR REHEARING
SUPPLEMENTAL EXHIBIT 1**

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.

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFF:

3 VIA VIDEOCONFERENCE

4 THOMAS C. TAYLOR, ESQUIRE
5 Law Office of Thomas C. Taylor, L.L.C.
6 22 Bow Circle
Suite A
7 Post Office Box 5550 (29938)
Hilton Head, South Carolina 29928
8 843.785.5050
tom@thomastaylorlaw.com

9 AND

10 VIA VIDEOCONFERENCE

11 CHESTER C. WILLIAMS, ESQUIRE
12 Law Office of Chester C.
Williams, L.L.C.
13 Post Office Box 6028
Hilton Head, South Carolina 29938
14 843.842.5411
firm@ccwlaw.net

15
16
17 FOR THE DEFENDANTS:

18 VIA VIDEOCONFERENCE

19 CHARLES HOUSTON, ESQUIRE
20 The Houston Law Firm, L.L.C.
1000 Main Street
21 Suite 200 C
Hilton Head, South Carolina 29926
22 843.715.2230
chouston@houstonlawfirm.net
23
24
25

FOR THE DEFENDANT SINGERMEN REAL ESTATE:

ROBERT B. BRANNEN JR., ESQUIRE
Bouhan Falligant, L.L.P.
One West Park Avenue
Savannah, Georgia 31401
912.644.5721
rbrannen@bouhan.com

ALSO PRESENT VIA VIDEOCONFERENCE:

Earsa Jackson, Esquire
Andre J. White
Georgia Harrison
Diana Mendheim
Keita White
Rose Hampton
Barbara Harrison
Catherine Humes
Cheryl Kirkland
Stephanie Kirkland
Robert Young

- - -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

PAGE

OPENING REMARKS AND STIPULATIONS ----- 5

CERTIFICATE ----- 48
(NO EXHIBITS)

1 THE COURT: Welcome back,
2 everybody, to 2020-CP-07-02301,
3 Harrison, et al. versus Kirkland, et
4 al. I got that caption. This is a
5 series in -- or another -- I don't even
6 know what number -- in an ongoing
7 series of hearings and nonhearing
8 conference calls and Webexes having to
9 do with the sale of this property.

10 And maybe, just before we begin,
11 the plaintiff can just bring me up to
12 speed on kind of where we are and
13 what's happened since the last time we
14 were together. Then I'm happy to hear
15 from anybody who wants to be heard.
16 We've got plenty of time, so...

17 MR. TAYLOR: Judge, thank you so
18 much. This is Tom Taylor on behalf of
19 the petitioning plaintiffs. Chet
20 Williams is also with us and will
21 probably also assist me in
22 presentation.

23 To bring the Court up to speed,
24 Your Honor, by order dated October 20th
25 of 2021, the Court set forth certain

1 procedures for the petitioning
2 defendants to have a time, pursuant to
3 the statute, of not less than 60 days
4 to tender their amounts of money to buy
5 out the plaintiffs.

6 The Court set that date for
7 December 22nd, 2021 at 5:00 p.m. And
8 you may recall, Your Honor, that right
9 before this, there were some
10 discussions in a previous status
11 conference of exactly how the money
12 would be tendered. Mr. Houston, on
13 behalf of his defendants, was concerned
14 about not having a wire transfer
15 portal.

16 So the lawyers all worked together
17 with Clerk Roseneau. We actually
18 established -- the Clerk established a
19 bank account for this particular case,
20 and that information was provided to
21 Mr. Houston well before the December
22 22nd date so that his purchasing
23 defendants could, in fact, tender their
24 money in a timely matter by December
25 22nd at 5:00 p.m.

1 For the Court's information, it
2 has now been confirmed through written
3 communication by the Clerk of Court
4 that no monies were deposited by any of
5 the defendants or anyone else into to
6 the bank account by 5:00 p.m. on
7 December 22nd, 2021, or at any time
8 thereafter until we sit here today.

9 So, Your Honor, pursuant to that
10 order, which is a self-actuating, the
11 Court had ordered, on October 20th,
12 that if no -- if none of the monies
13 were paid in by the defendants, then
14 the -- if the defendants failed to
15 timely pay their apportioned price,
16 then the property that is the subject
17 of this action shall be partitioned by
18 sale at a purchase price of not less
19 than \$9.1 million.

20 And, we, Your Honor, to remind the
21 Court, have an existing contract of
22 sale that is due to close on March the
23 22nd of 2022, and we are proceeding
24 forward towards that closing.

25 Additional deposits have been made to

1 protect all of the petitioners and the
2 defendants.

3 And, Your Honor, we believe very
4 strongly that this deal is going to
5 close on March 22nd, and I'd ask for
6 Chet to perhaps advise the Court a
7 little bit more on any other financial
8 matters that are important.

9 MR. WILLIAMS: Well, not so much
10 the financial matters, but I would
11 point out, Your Honor, that the October
12 20th order also authorized the
13 plaintiffs to either accept or ratify
14 any contract for the sale of the
15 property for not less than \$9.1
16 million. That's what we're proceeding
17 on right now. Like Mr. Taylor said, we
18 have a firm contract with a closing
19 date of March 22nd, and we're working
20 towards that end.

21 MR. TAYLOR: That's where we
22 stand, Judge.

23 THE COURT: Okay. Thank you very
24 much.

25 MR. WHITE: I would add one thing.

1 THE COURT: Yeah.

2 (Cross-talk.)

3 MR. WHITE: You said that the
4 price has increased from that, do you
5 want to mention that, or no?

6 MR. TAYLOR: Chet?

7 MR. WILLIAMS: Yeah. Well, the
8 last contract extension, I think Your
9 Honor's aware, increased the purchase
10 price of the original 9.1 offer to
11 \$9,750,000. And the Sixth Amendment
12 also required that the purchaser
13 deposit an additional \$50,000 as an
14 earnest -- additional earnest money
15 deposit within three days after the
16 time period had run for the defendants
17 to deposit their funds, and that
18 \$50,000 has been posted.

19 THE COURT: Okay. Thank you.

20 MR. TAYLOR: Your Honor, just to
21 remind the Court, I know Mr. Houston is
22 ready to go. But just to remind the
23 Court, Judge, you had heard testimony
24 earlier on two different appraisals,
25 and you have already entered -- and the

1 order does set the fair market value of
2 not less than \$9.1 million.

3 So the fact of the matter is that
4 the petitioning plaintiffs, and Andre
5 White, who is their agent, have been
6 working very hard and we are now at a
7 \$650,000 premium on top of what
8 apparently the fair market value of the
9 property may be, to which will be to
10 the benefit of everyone participating
11 in this as long as we move forward and
12 get it closed before any real estate
13 bubble changes.

14 THE COURT: There's always that
15 risk, isn't there?

16 Okay. Thank you. Thank you very
17 much.

18 Mr. Houston, I'm happy to hear
19 from you, sir.

20 MR. HOUSTON: Okay. I wanted to
21 let the air clear first, and what I'd
22 like to do is state the following for
23 the record, Your Honor.

24 Number 1, this is an action to
25 clear title and the defendant's

1 position is, is that title is only
2 cleared when the court can issue a fee
3 simple title to the property. The
4 defendants -- the plaintiffs, in their
5 complaint, state that there had been
6 two prior court title actions brought
7 on this property. And they've had to
8 start this third action, which is the
9 present one we are involved with,
10 because there have been successive
11 un-probated estates.

12 And, in addition to that, there
13 have -- some estates that have been
14 brought in foreign sister states, but
15 no ancillary administration has been
16 done on those estates in South
17 Carolina, particularly in Beaufort
18 County where the property is, the
19 status of the property.

20 Without having a clear title to
21 the property, the defendants have been
22 prohibited in going through with their
23 sale of the property. They have the
24 money available, but they cannot
25 transact a sale without being able to

1 use, as collateral, the fee simple
2 title to the property.

3 The second thing is that a
4 misrepresentation was made to the Court
5 -- or let me use a little bit more
6 euphemism. An accurate account or
7 report of what the statute requires was
8 not rendered to the Court. It was our
9 understanding that the -- the -- what
10 was reported to the -- what was
11 represented to the Court was that the
12 defendants had to perform in 60 days.
13 The statute does not require that. As
14 a matter of fact, 60 days is only the
15 minimum time set by that statute.

16 So the legislative intent was that
17 the time allotted to complete a sale by
18 the defendant is -- who don't desire to
19 sell -- is a discretionary matter. And
20 60 days is not the statutory
21 requirement, that is only the minimum
22 requirement.

23 So this was not properly brought
24 to the Court's attention at the time
25 the Court issued its order saying that

1 the defendants had to perform within 60
2 days.

3 So predicated on the fact that on
4 the one hand, the plaintiffs have not
5 pursued the case far enough for the
6 Court to decree that they had the fee
7 simple title in conjunction with the
8 fact that the statute allots more than
9 60 days to complete the sale of the
10 property, you cannot complete a sale on
11 a residential property in 60 days, and
12 here we're talking about raw property
13 and we're talking about several million
14 dollars. So to require the defendants
15 to complete this transaction without
16 having a fee simple title to the
17 property to serve as collateral is
18 unconscionable.

19 And so for that reason, we have
20 requested the Court, by motion, to give
21 us an extension of time of 45 days to,
22 one -- to do two things, one, to have a
23 hearing so that we can establish who
24 the exact heirs are and what their
25 percentage interest is. Okay?

1 The chart produced by the
2 plaintiffs when they started this
3 action, though it may have been
4 accurate, it's now not completed
5 because of the change in the deaths of
6 the parties who are members of the
7 various wings of the family.

8 So the plaintiffs have been trying
9 to require the defendants to perform
10 within this time period, and our
11 position of that is that it's
12 unconscionable and it's inequitable.

13 The further thing is, the Court
14 considered the fact, in balancing the
15 equities, that the price offered by the
16 plaintiffs had increased by \$500,000.
17 All right? Now, they haven't produced
18 a copy of these contracts. All they
19 did -- you know, they reported, said
20 that this is in existence, we've done
21 this, we've done this. But they have
22 not produced, for our examination, any
23 copies of these contracts.

24 Nevertheless, the defendants have
25 offered to meet and put an additional

1 amount of money for the plaintiff heirs
2 so that they will not be prejudiced in
3 any manner. So we have met with this
4 balance of the equity proposition that
5 came forth at the last hearing.

6 So, you know, the situation is
7 (indiscernible) right now. We can pay
8 the plaintiffs the larger amount of
9 money and in a shorter period of time.
10 And if counsel is representing the
11 plaintiffs rather than the -- other
12 than (indiscernible), I don't see
13 why -- why they are adverse to that.
14 I yield the floor back to you, Your Honor.

15 THE COURT: Just a quick question,
16 Mr. Houston. I mean, it sounds like
17 what you're asking me to do is
18 reconsider an order from October. I
19 mean, is that sort of the sum and
20 substance of it, right? I mean --

21 MR. HOUSTON: That is correct,
22 Your Honor. Because that order was
23 stepped in during the time that the
24 defendants were transferring
25 representation. And that had been --

1 MR. WILLIAMS: If I may, Your
2 Honor. If I may, Mr. Houston had
3 entered his appearance a month before
4 that order was entered.

5 THE COURT: I remember we went --
6 I think, Mr. Houston, if you look back,
7 you were probably part of it, then.
8 But here's my problem. 59(E) --
9 essentially, I have no jurisdiction to
10 modify that order once ten days has
11 elapsed. I think that's pretty solid
12 law on 59(E). So I don't really have
13 -- even if I thought it was a good
14 idea, I don't have authority to change
15 that order, that's a -- that's an order
16 that's gone beyond the ten days. And
17 there's -- I don't have jurisdiction to
18 modify that order, even if I --

19 MR. HOUSTON: We can include it
20 under 62(B).

21 THE COURT: Well, here's -- we've
22 been talking about these deadlines --

23 MR. HOUSTON: The other thing, you
24 said, this is not a final order.

25 THE COURT: We've been talking

1 about these deadlines forever, and I
2 had suggested, Mr. Houston, I think at
3 one point, come up with a significant
4 nonrefundable deposit. You know, the
5 plaintiff accurately says, "Look, this
6 economy may go on for years or this may
7 be 2009-2010 all over again.

8 You know, we -- this thing may
9 turn around overnight. This buyer may
10 go away and this sale may be a lost to
11 your clients and the plaintiffs. And I
12 can't remember what the percentages
13 are, but I can't be --

14 MR. TAYLOR: Your Honor --

15 THE COURT: -- blind to the
16 percentages --

17 MR. TAYLOR: -- the defendants
18 have 1.17 percent interest in the land.
19 The petitioners have 98.9 percent
20 interest in the land.

21 THE COURT: Yeah, and I've got --
22 that's not the only factor, of course,
23 but I've got to consider that. And so
24 here is what appears to be a solid
25 contract in a, maybe, shaky economy. I

1 don't know. Maybe the economy's rock
2 solid and it's going to go on forever.
3 I have no idea.

4 But I know that I've seen this
5 before. I've seen these property
6 values shoot up before, and overnight,
7 they plummet. And maybe we're there,
8 maybe we're not. You know, maybe we're
9 in 2007, not 2009 again right now. I
10 don't know.

11 But I've got to worry about the
12 98 percent, and that's why a while
13 back, I said, see if your clients want
14 to make a significant, you know,
15 nonrefundable deposit. And if they can
16 close, great. If not, boom, that money
17 gets sent straight to the heirs.
18 98 percent of it, of course, would
19 go -- not to your clients, but --

20 MR. HOUSTON: Your Honor, we're
21 capable of doing that if,
22 simultaneously, we can get an order
23 saying that the title is cleared.
24 We'll provide plaintiffs these funds to
25 put in -- in that deposit. I think it

1 was discussed before, like something
2 like 10 percent.

3 THE COURT: I've never heard that
4 offer. But, again, it may be to far
5 down the road for that. And I think
6 you're -- the buyers might be on the
7 line, and I don't know whether or not
8 they've agreed to put up almost \$2
9 million nonrefundable money.

10 MR. HOUSTON: That's why I have
11 them here today, Your Honor. And, you
12 know, they can speak for themselves,
13 with the Court's permission.

14 But one thing we would --
15 contingent on that proposition, though,
16 is that during the same the time, the
17 title to the property be -- be
18 completely cleared. We haven't had a
19 hearing -- we haven't had a hearing on
20 that issue in this matter.

21 You know, everything has just been
22 by what had been stated in the
23 complaint, but there haven't been any
24 witnesses, there haven't been any
25 cross-examinations --

1 THE COURT: Here's -- here's what
2 I know, Mr. Houston, there's a ready
3 and willing buyer to take the property
4 as it is for significantly above fair
5 market value. I would like --

6 MR. HOUSTON: We don't have the
7 contract, Your Honor.

8 THE COURT: I would like -- well,
9 will you agree to share the contract?

10 MR. WILLIAMS: Oh, absolutely.
11 He's never asked for a copy of it. But
12 absolutely, we're willing to share
13 that.

14 THE COURT: Okay. All right.
15 Well, there you go. I mean, that's --
16 I mean I've heard about it over and
17 over again. I've never heard there was
18 a question about it, so...

19 Otherwise, I would've said,
20 "Please, share it with Mr. Houston."
21 This is the first I've heard that you
22 didn't have it, but it sounds like it
23 would be shared.

24 MR. WILLIAMS: Mr. Houston -- may
25 I take a moment and try and address

1 some of the points Mr. Houston's
2 raised?

3 THE COURT: Go ahead. Please.

4 MR. WILLIAMS: The quiet title
5 issues, Mr. Houston either isn't aware
6 of or wants to ignore the Court's May
7 21, 2021 order that quieted title in
8 all the owners and determined their
9 percentage interests. Now, Your Honor,
10 you yourself, in prior hearings, have
11 pointed out that, well, if you had to
12 stop a partition action or a quiet
13 title action every time there is a
14 death, you'd never get finished with
15 these things.

16 And I think you, Your Honor, have
17 agreed that you have the authority,
18 when push comes to shove, to go ahead
19 and sign the deed to convey title to
20 the property, to who the buyer is, and
21 we can hold any funds that are for the
22 open estates in escrow pending the
23 resolution of those estates. There is
24 no issue with title to the property.

25 And I also would point out that

1 Mr. Houston's aware of these open
2 estates, yet he has done nothing
3 whatsoever to try and open those
4 estates and probate them, he's only
5 used them as a cudgel to try and get
6 more time out of this.

7 With respect to his issue about
8 the 60 days, the October 20th order
9 actually gives the defendants 63 days
10 in order to post their money. So it's
11 not much more, but it is more than 60
12 days.

13 And the new contract that
14 Mr. Houston talked about, it's not a
15 firm contract. There is a due
16 diligence period of 45 days within
17 which the purchaser can walk away and
18 take all their deposit back. So it's
19 not a sure thing. We're ready to move
20 forward with the deal.

21 And, Tom, I'd ask you to add
22 anything else here.

23 MR. TAYLOR: Your Honor, if I may,
24 I want to make sure you understood the
25 last part of what Chet just said,

1 because when he says "The new deal,"
2 he's not talking about the extension,
3 the Sixth Amendment that we just had,
4 he's talking about the proposal that
5 Mr. Houston has made in his paperwork
6 seeking the extension.

7 And it's critically important that
8 the Court understand that while
9 Mr. Houston and the defendants have
10 been repeatedly invited by the Court to
11 make a substantive offer to us,
12 instead, they have chosen to simply put
13 in the paperwork here that we'd like
14 45 days, but we have the right to walk
15 away from it at any time.

16 And if the Court was to grant
17 that, then all you'd be doing, Your
18 Honor, would be adding 45 days on to
19 the 60 that has originally run when
20 there was no effort by any of the
21 defendants to pay into the court, their
22 petitioning money.

23 I remind the Court, Judge, that if
24 even one of them had paid their portion
25 in in a timely manner, that would've

1 automatically given them another 20-day
2 extension in which do this.

3 The real problem here, Your Honor,
4 is that Mr. Sis -- excuse me --
5 Mr. Houston continues to phrase the
6 statutes that are at issue as if this
7 was a -- basically, a competition to
8 find the best developer to pay. That's
9 not what this is, Your Honor. The --
10 the vast majority of the landowners
11 have, in good faith, worked for several
12 years to get this Rotunda contract in
13 effect.

14 We then did exactly what we should
15 have done, we brought the correct suit.
16 The defendants were joined, and
17 everybody understood the ramifications
18 of the Pinckney Act and it gave them
19 the opportunity to buy into it if they
20 wanted to control the property.

21 But, Judge, this is not that a --
22 a statute that is there for the
23 purposes that Mr. Houston is asserting.
24 They don't have the right to stop the
25 people who have worked so hard and who

1 have a good deal in hand simply by
2 repeatedly arguing that they've got to
3 have clear title, because that's not in
4 the books here.

5 This Court has the ability to
6 transfer the deed, as the Court has
7 discussed beforehand. Our purchasers
8 are ready to move forward with the deed
9 quality that the Court normally and
10 routinely issues. And the defendants
11 have had their time. They were well
12 advised of it. There was certainly no
13 orders slipped into the Court, and I
14 take offense at the wording of that
15 earlier.

16 The Court had this and had a long
17 conference before the Court signed the
18 October 20th order, which was reviewed
19 and approved by all counsel of record,
20 including Mr. Houston.

21 MR. HOUSTON: Your Honor, if I may
22 respond to that.

23 Number one, as I said before, we
24 have not been provided with this
25 alleged contract with Rotunda. Now, we

1 don't know if there's any language in
2 that contract that they agreed to buy
3 the property as is, which leaves the
4 door open that they can easily back out
5 on the same basis that we're setting
6 before the Court now as a problem, and
7 that is the horse has been -- the cart
8 has been before the horse.

9 The 60-day period shouldn't have
10 started until Court was able to declare
11 that there is fee simple title. To
12 require the defendants to purchase the
13 property when the proceeding has not
14 reached (indiscernible) yet where the
15 Court can issue an order certifying fee
16 simple title to the property is
17 untenable. And it's commercially
18 unfeasible, which raises to the level,
19 as I said before, of unconscionability.

20 You know, they're making
21 representations, but we haven't seen
22 the Rotunda contract, and I -- I doubt
23 if there is any developer who's going
24 to sign a contract saying we will buy
25 the property as is for several million

1 dollars.

2 THE COURT: Well, my understanding
3 is --

4 MR. HOUSTON: They want you to
5 believe --

6 (Unreportable cross-talk.)

7 MR. HOUSTON: -- have ever
8 produced the contract.

9 THE COURT: Mr. Houston, you
10 haven't asked for the contract. But I
11 understand that you're going to -- you
12 may already have it. Mr. Williams is
13 sending it to you. But the phrasing of
14 that contract has never been an issue
15 before right now.

16 MR. HOUSTON: Well, he's giving me
17 the representation now that they're
18 willing to buy it without fee simple
19 title.

20 THE COURT: Well --

21 MR. HOUSTON: To get it in the
22 record.

23 MR. TAYLOR: Your Honor --

24 MR. WILLIAMS: Look. Hold. Hold.
25 Look. Look.

1 Your Honor, hold on. I never made
2 any sort of representation that Rotunda
3 was willing to buy it without fee
4 simple title. What I said was that you
5 have the authority to execute and
6 deliver a deed which will deliver a fee
7 simple title.

8 THE COURT: And that would be true
9 for any buyer, quite frankly, and
10 always has been. That's not new.
11 We've spoken about that. That would've
12 been any buyer.

13 MR. HOUSTON: All right. And,
14 Your Honor, what we're doing, we're
15 asking the Court to make a ruling that
16 was for open estates, that the parties
17 still have fee simple title to the
18 property vested in the people who the
19 plaintiff have listed in the actions as
20 the heirs.

21 (Unreportable cross-talk.)

22 THE COURT: -- right. I mean, we
23 had a whole -- in fact, I think that's
24 what Mr. Williams and Mr. Taylor were
25 just talking about, is -- and we

1 discussed that back in October. The
2 Court has the authority to issue an
3 order and the money would be escrowed
4 for those people. That's why we
5 discussed, at length, the fact that
6 people die during these actions
7 regularly.

8 And I've got one going on -- I
9 have several that have over 150 people.
10 And, of course, just the law of
11 averages, someone is going to die and
12 you can't stop the whole thing and wait
13 for them to do probate. And so that --

14 MR. HOUSTON: Your Honor, that
15 order didn't -- that order didn't --

16 THE COURT: I --

17 MR. HOUSTON: -- protect the
18 defendants, that the Court would
19 protect them if they tendered the money
20 and that the Court would oversee the
21 distribution to any defendants who --
22 who -- who made a merge out of these
23 probate proceedings. That protection
24 wasn't afforded to my clients.

25 THE COURT: No. But it's the same

1 for everyone.

2 MR. HOUSTON: It wasn't -- it
3 wasn't an order to that effect. The
4 only order to the effect was, you have
5 60 days to pay the money. But there
6 was no reservations or other further
7 protective clauses in the order to
8 protect my clients against unknown
9 claims.

10 MR. TAYLOR: Your Honor,
11 Mr. Houston reviewed and approved that
12 order before it was signed, and if he
13 wanted those sorts of matters in there,
14 then he could've addressed them at that
15 point.

16 THE COURT: Yeah. I mean, we've
17 been around and around about this, and
18 I get it, Mr. Houston, you're --

19 MR. HOUSTON: We did, yes. But
20 we're also very perplexed about the
21 Court issuing a master's deed. And the
22 question was whether either a master's
23 deed would convey fee simple property.
24 So we did have a lengthy discussion,
25 but some of these items were still left

1 up in the air unresolved.

2 MR. WILLIAMS: Your Honor, if I
3 may.

4 Not the last hearing that's --
5 when was at the -- the Savannah hearing
6 board, the hearing before that, I asked
7 Charles, Mr. Houston, if he would like
8 me to contact one of my title insurance
9 carriers to see if they would insure
10 title based on a fee from you, from the
11 Court.

12 I met with Mr. Houston the next
13 day and I made the offer again, and he
14 said, "No. Don't do that right now."
15 So I haven't done that.

16 MR. HOUSTON: I'll say, Your
17 Honor, I don't recall saying, "Don't do
18 that."

19 THE COURT: Months ago, didn't we
20 have Mr. Johnson along who was
21 available to write title insurance
22 under the circumstance for anybody --

23 (Unreportable cross-talk.)

24 MR. HOUSTON: -- Your Honor.

25 THE COURT: We did.

1 MR. HOUSTON: He had -- he asked
2 them to order at that particular time
3 that he appeared, and he --

4 (Unreportable multiple
5 cross-talk.)

6 MR. HOUSTON: He didn't
7 affirmatively -- affirmatively respond
8 to your question on that issue of can
9 title insurance be procured.

10 THE COURT: Actually, I thought
11 the two of you were going to get
12 together and he was -- because my
13 understanding was he wanted to know a
14 little bit more about it, but he
15 thought he'd have no problem writing
16 title insurance under those
17 circumstances. But, I mean, that was
18 six months ago. You know, that was a
19 long time ago. And this thing has just
20 gone on and on and on.

21 No. I mean, I can't put at risk,
22 98 percent of the owners of this
23 property for the 2 percent. And, under
24 these circumstances, under the totality
25 of the circumstances, the 2 percent are

1 going to be compensated quickly, and
2 more. When you're being -- when this
3 much money is out there, having it
4 closed sooner rather than later -- and
5 this one is certainly further along the
6 line than the new one, Mr. Houston,
7 that you're pushing, is worth
8 something. Is it --

9 MR. HOUSTON: Your Honor, I don't
10 know how you can reach that conclusion.
11 I'd say we're further -- we're further
12 around because my clients are ready to
13 put the money in the pot right now --

14 THE COURT: They should've done it
15 before --

16 (Unreportable cross-talk.)

17 THE COURT: They should have done
18 it by the deadline.

19 MR. HOUSTON: Yeah, but by the
20 deadline, who -- who is going to put in
21 \$10 million when they can't get good
22 title to the property and they're
23 not --

24 (Unreportable cross-talk by
25 multiple speakers.)

1 MADAM COURT REPORTER: Hold on.
2 You are all talking over each other and
3 I would respectfully ask you not to do
4 that. This is your record.

5 THE COURT: And I would
6 respectfully ask the same. Thank you,
7 Ms. McCracken, I appreciate that.

8 So we have an October order,
9 nobody's moved to reconsider that.
10 It's an unappealed order and it set
11 forth this timeline, and now I'm being
12 asked to change the timeline on a
13 significant deal that's been worked on
14 for years that is the preference of
15 98 percent of the ownership.

16 I'm just not going to do it. I'm
17 not going to change it. You know,
18 we've been -- there have been ample
19 opportunities, Mr. Houston. And I know
20 you've tried hard. I'll give you
21 points for that. But this -- I'm not
22 going to modify my previous order
23 and --

24 MR. HOUSTON: But, Your Honor, was
25 that -- was that a final order or that

1 was just an interim order? Because a
2 final order hasn't been issued in this
3 case.

4 THE COURT: That was an order on
5 posting the money and proceeding with
6 the sale, with the contract. And
7 that's what is going to happen, you
8 know? And -- and, Mr. Houston, you
9 know what, if that deal falls
10 completely apart, if that never
11 happens, you're still there. And maybe
12 -- maybe it won't happen. I don't
13 know. But nothing's closed until it's
14 closed, anybody that's ever done real
15 estate knows that.

16 But right now, let's follow that
17 path.

18 MR. HOUSTON: But will you
19 consider an interim -- another interim
20 order where my clients would post bond
21 for an extension?

22 THE COURT: I don't -- I'm not
23 going to extend anything. If they want
24 to post bond and be a back-up contract
25 or something, I'm happy to hear

1 whatever proposal you've got.

2 MR. HOUSTON: But, Your Honor, I
3 think, again, for the record, that's
4 inequitable, that we would have to take
5 the back-up position because the
6 plaintiffs had to move this case along
7 far enough where the Court can certify
8 title.

9 THE COURT: Just --

10 (Unreportable cross-talk.)

11 MR. HOUSTON: -- where --

12 THE COURT: Mr. Houston --

13 MR. HOUSTON: -- where the other
14 parties still have protected claims.

15 THE COURT: Mr. Houston, you had
16 the option to be in first position.
17 You waived that option when you missed
18 the deadline. So now you're in second
19 position, if you want to be. But you
20 had the option to be in first position.

21 MR. HOUSTON: Yeah, but that
22 option -- Your Honor, what I'm saying,
23 though, that option was an empty one.
24 I mean, to expect somebody to put in
25 several million dollars and they can't

1 get a fee simple title to the property,
2 that's throwing money to the wind, and
3 that's economically not feasible.

4 THE COURT: Well, sadly, that was
5 -- I don't know if I would characterize
6 it the same way you just did, but the
7 terms and the deadlines and the dates
8 were in the October order, which was
9 unappealed and no one asked to
10 reconsider, and was reviewed by you and
11 your client, so we're stuck with that.

12 And the opportunity to be in first
13 position was waived by failure to post
14 the appropriate amount of money at the
15 appropriate time. You know, that's the
16 way it is. You know, I'd love to make
17 everybody happy, but I can't do that.

18 And so what we're going to do is
19 try to protect the rights of all of the
20 heirs, the 98 percent and the 2 percent
21 and get them as much money as possible
22 and as quickly as possible. And it
23 seems like that's the deal that we've
24 already discussed that's been going on
25 for two years. So I don't know what

1 else we need to do. I think that
2 resolves the issue.

3 To the extent that there are
4 motions to reconsider out there, I'm
5 going to deny them. I think I saw,
6 scrolling through here, there were two
7 of them filed, but -- and I'm going to
8 deny those motions. And I assume the
9 buyer -- the primary buyer will proceed
10 ahead and y'all let me know what the
11 schedule is.

12 MR. TAYLOR: Your Honor, we will.
13 And, of course, we are always open to
14 Mr. Houston if his other people want to
15 come in and talk to the 98 percent
16 petitioning people, we can do that
17 directly. But we would appreciate and
18 do appreciate the Court's assistance
19 today.

20 THE COURT: Yeah. Mr. Houston,
21 that's always a possibility, if y'all
22 want to get together and see if y'all
23 can resolve this in some form or
24 fashion.

25 MR. HOUSTON: Well, Your Honor,

1 like I said at the very beginning, we
2 raised the price so that the -- the --
3 the plaintiffs clients would receive
4 the higher amount. We added \$500,000,
5 from the 9.1 to the 9.75.

6 MR. TAYLOR: Your Honor, if I may?

7 MR. BRANNEN: Your Honor, can I
8 speak, please?

9 THE COURT: Tell me who you are,
10 Mr. Brannen.

11 MR. BRANNEN: Yes, sir. I
12 represent Singerman Real Estate, who is
13 the financial partner that the heirs
14 are bringing in, and my client is the
15 one that's putting up the \$900,000,
16 whatever the purchase price is to
17 purchase the property.

18 We were brought in. I know you
19 guys have been working on this a long
20 time. I'm a real estate guy, I'm not a
21 litigation guy, but I think the intent
22 of the statute is to protect the heirs,
23 and the heirs can buy the property.

24 You know, I think that's a strong
25 argument to counteract the fact that

1 there's a contract to buy that doesn't
2 involve any of the heirs. And that's
3 what we're trying -- we were asked to
4 put up the \$900,000, and in looking at
5 the title, we thought we couldn't do
6 that without being able to confirm that
7 the title is good, because even the
8 Court can't issue a master's deed, the
9 Court has the jurisdiction of the
10 required (undiscernible) core pieces
11 case.

12 The estates that are out there
13 that a master's deed might not -- might
14 not give the title, so we needed time
15 to do that. We offered to do that with
16 45 days, we can put up the 900,000
17 immediately. But the other funding
18 remains to be determined.

19 THE COURT: Okay. Thank you for
20 that. And I had read Mr. Houston's
21 filings, which included what you just
22 said. And, you know, I wish y'all had
23 been around a year ago or a year and a
24 half ago and then perhaps you and Mr.
25 Taylor and Mr. Williams could have sat

1 down and flipped a coin and figured out
2 how to do it.

3 But here we are at the end, and I
4 understand the reasoning behind
5 protecting the heirs. I understand the
6 Pinckney Act. I also understand that
7 I've got 98 percent of the heirs that
8 need protecting as well as the
9 2 percent. And we -- I've done
10 everything I can think of while
11 protecting 98 percent, not blowing
12 their deal, to try to let the 2 percent
13 move ahead. And I can't think of
14 anything else without doing significant
15 risk to the 98 percent at this point in
16 the game.

17 So I appreciate your input, and
18 thank you.

19 MR. WILLIAMS: Your Honor, if I
20 may assist the record, I have e-mailed
21 the contract with -- through the Sixth
22 Amendment to Mr. Houston. If he
23 reviews it, he'll see that Rotunda has
24 wait -- their due diligence period has
25 run, they have acknowledged that, and

1 they have no bounds, that I'm aware of,
2 to be able to cancel that contract.

3 THE COURT: Okay. Well, even more
4 so than -- you know, we probably need
5 to proceed with this and hope it's
6 beneficial for all. I mean, the fact
7 is, we tried. We bring this up and
8 extended it, extended it, extended it.

9 But at this point, I'm very
10 worried about doing harm based on
11 this -- this is a deal that's been out
12 there for while, and who knows what
13 this economy will do.

14 And so to the extent I have
15 motions to reconsider to modify, I'll
16 deny it because I have no jurisdiction
17 in parts of them. Otherwise, I'll deny
18 it because I don't think it's equitable
19 to continue to move this down the road.

20 MR. TAYLOR: Will you do your own
21 form or do you want us to prepare
22 something?

23 THE COURT: If y'all want to
24 prepare something short and not crazy
25 and long and -- not that it would be

1 crazy, but something that's fairly easy
2 to understand, that would be great.
3 Probably better than a form in this
4 situation. So thank you, I'd
5 appreciate that.

6 MR. TAYLOR: Judge, I will do it.
7 I'll circulate it to Mr. Houston and
8 have it to you very shortly.

9 THE COURT: Okay. And,
10 Mr. Houston, I think -- Did Mr. Houston
11 leave? I see a window there. But if
12 he's still there, Mr. Houston, why
13 don't you get together with the
14 plaintiffs and who knows what
15 opportunities are still available to
16 work out. I want everybody to get
17 along.

18 Mr. Houston, are you still there,
19 sir?

20 MR. HOUSTON: Yes, I am.

21 THE COURT: Okay. Good. I was
22 just saying, why don't you, if you get
23 an opportunity, perhaps get with
24 Mr. Williams and Mr. Taylor, see what
25 y'all can sort out. All right?

1 MR. HOUSTON: What I understand,
2 Your Honor, then there'll be no further
3 proceedings in this particular action,
4 there'll be no further testimony, no
5 hearings, nothing to resolve that quiet
6 title issue?

7 THE COURT: We usually have a
8 final order once we have the dollars.
9 The net dollars, of course, will be
10 determined by the HUD statement, to
11 allocate that. And ordinarily, we will
12 have some sort of an opportunity for
13 the signature of deed.

14 So there may very well be some
15 administrative type orders that -- to
16 try to divide the money up according to
17 the percentages and all that. And as
18 you, of course, pointed out, we've got
19 a couple of people who have just
20 recently passed away. That money, of
21 course, will probably need to be paid
22 into the court in their names and
23 that'll have to be sorted out.

24 But I think those might be the
25 only -- I'm happy to hear -- to be

1 corrected if I'm wrong or if anyone can
2 think of anything else that needs to be
3 done.

4 MR. TAYLOR: Judge, there is an
5 order in the file quieting title 100
6 percent already.

7 THE COURT: No, I was talking
8 about further -- Mr. Houston asked
9 about any further orders or hearings.

10 (Unreportable cross-talk by
11 multiple speakers.)

12 MR. TAYLOR: -- reference to
13 quieting title.

14 MR. HOUSTON: Your Honor, that
15 order just set forth the names and
16 identifies of the heirs, it did not
17 quiet the title in them.

18 THE COURT: Okay.

19 MR. HOUSTON: And then -- again,
20 that has reopened since then.

21 THE COURT: Okay. Well --

22 MR. HOUSTON: So we are right back
23 where we were before they started the
24 lawsuit. And I think that that interim
25 order, I don't know if that was an

1 appealable order.

2 THE COURT: I don't know. It's a
3 heck of a file here.

4 MR. HOUSTON: You'd have to find a
5 59(E) after this order.

6 THE COURT: All right. Well,
7 thank y'all very much. And, you know,
8 we will need to have a further order
9 on -- once we know the exact dollars
10 and that sort of thing, I know we'll
11 have to have that sort of an order.

12 As to the balance of it, I've got
13 no answer to your -- to your question
14 at this time, Mr. Houston, but I
15 appreciate it.

16 MR. HOUSTON: Well, will you have
17 an order in response to my motion?

18 THE COURT: It'll be essentially
19 -- I think you had maybe stepped away,
20 but Mr. Taylor volunteered to do a --
21 essentially a Form 4, but not on a Form
22 4 sheet, just a simple order.

23 MR. TAYLOR: And I will circulate
24 it, of course, Mr. Houston, to you.

25 THE COURT: Okay.

1 MR. HOUSTON: Because we're --
2 we're considering a writ of supersedeas
3 so that we can have this reviewed, but
4 not an appeal, which would take much
5 longer.

6 THE COURT: Okay. Well -- all
7 right. Well, thank y'all very much and
8 have a great day and a wonderful
9 weekend. Bye-bye.

10 (Whereupon, the Hearing was
11 concluded at 3:46 p.m.)
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

A ability 25:5 able 11:25 26:10 40:6 42:2 above-entitled 1:21 absolutely 20:10 20:12 accept 8:13 account 6:19 7:6 12:6 accurate 12:6 14:4 accurately 17:5 acknowledged 41:25 Act 24:18 41:6 action 1:12 7:17 10:24 11:8 14:3 21:12,13 44:3 actions 11:6 28:19 29:6 add 8:25 22:21 added 39:4 adding 23:18 addition 11:12 additional 7:25 9:13,14 14:25 address 20:25 addressed 30:14 administration 11:15 administrative 44:15 adverse 15:13 advise 8:6 advised 25:12 affirmatively 32:7,7 afforded 29:24 agent 10:5 ago 31:19 32:18 32:19 40:23,24 agree 20:9 agreed 19:8 21:17 26:2	agreement 1:22 ahead 21:3,18 38:10 41:13 air 10:21 31:1 al 1:7,17 5:3,4 alleged 25:25 allocate 44:11 allots 13:8 allotted 12:17 Amendment 9:11 23:3 41:22 amount 15:1,8 37:14 39:4 amounts 6:4 ample 34:18 ancillary 11:15 Andre 3:9 10:4 answer 46:13 anybody 5:15 31:22 35:14 apart 35:10 apparently 10:8 appeal 47:4 appealable 46:1 appearance 16:3 APPEARANC... 2:1 appeared 32:3 appears 17:24 apportioned 7:15 appraisals 9:24 appreciate 34:7 38:17,18 41:17 43:5 46:15 appropriate 37:14,15 approved 25:19 30:11 arguing 25:2 argument 39:25 asked 20:11 27:10 31:6 32:1 34:12 37:9 40:3 45:8 asking 15:17	28:15 asserting 24:23 assist 5:21 41:20 assistance 38:18 assume 38:8 attention 12:24 authority 16:14 21:17 28:5 29:2 authorized 8:12 automatically 24:1 available 11:24 31:21 43:15 Avenue 3:4 averages 29:11 aware 9:9 21:5 22:1 42:1 B B 3:3 back 5:1 15:14 16:6 18:13 22:18 26:4 29:1 45:22 back-up 35:24 36:5 balance 15:4 46:12 balancing 14:14 bank 6:19 7:6 Barbara 3:12 based 31:10 42:10 basically 24:7 basis 26:5 Beaufort 1:2 11:17 48:25 beginning 39:1 behalf 5:18 6:13 believe 8:3 27:5 beneficial 42:6 benefit 10:10 best 24:8 better 43:3 beyond 16:16 bit 8:7 12:5	32:14 blind 17:15 blowing 41:11 board 31:6 bond 35:20,24 books 25:4 boom 18:16 Bouhan 3:3 bounds 42:1 Bow 2:5 Box 2:6,13 Brannen 3:3 39:7,10,11 bring 5:11,23 42:7 bringing 39:14 brought 11:6,14 12:23 24:15 39:18 bubble 10:13 buy 6:4 24:19 26:2,24 27:18 28:3 39:23 40:1 buyer 17:9 20:3 21:20 28:9,12 38:9,9 buyers 19:6 Bye-bye 47:9 C C 2:4,5,11,12,21 48:1,1 calls 5:8 cancel 42:2 capable 18:21 caption 5:4 Carolina 1:2 2:7 2:13,21 11:17 48:3,25 carriers 31:9 cart 26:7 case 6:19 13:5 35:3 36:6 40:11 Catherine 3:12 cause 1:21 48:19	certain 5:25 certainly 25:12 33:5 CERTIFICATE 4:24 certify 36:7 48:8 48:14,17 certifying 26:15 change 14:5 16:14 34:12,17 changes 10:13 characterize 37:5 Charles 2:19 31:7 chart 14:1 Cheryl 3:13 Chester 2:11,12 Chet 5:19 8:6 9:6 22:25 chosen 23:12 chouston@ho... 2:22 Circle 2:5 CIRCUIT 1:1 circulate 43:7 46:23 circumstance 31:22 circumstances 32:17,24,25 CIVIL 1:12 claims 30:9 36:14 clauses 30:7 clear 10:21,25 11:20 25:3 cleared 11:2 18:23 19:18 Clerk 6:17,18 7:3 client 37:11 39:14 clients 17:11 18:13,19 29:24 30:8 33:12 35:20 39:3
---	---	--	---	---

close 7:22 8:5 18:16	continues 24:5	25:5,6,9,13,16	33:20 36:18	different 9:24
closed 10:12	contract 7:21	25:17 26:6,10	deadlines 16:22	diligence 22:16
33:4 35:13,14	8:14,18 9:8	26:15 27:2,9	17:1 37:7	41:24
closing 7:24 8:18	17:25 20:7,9	27:20 28:8,15	deal 8:4 22:20	directly 38:17
coin 41:1	22:13,15 24:12	28:22 29:2,16	23:1 25:1	discretionary
collateral 12:1	25:25 26:2,22	29:18,20,25	34:13 35:9	12:19
13:17	26:24 27:8,10	30:16,21 31:11	37:23 41:12	discussed 19:1
come 17:3 38:15	27:14 35:6,24	31:19,25 32:10	42:11	25:7 29:1,5
comes 21:18	40:1 41:21	33:14,17 34:1	death 21:14	37:24
commencing	42:2	34:5 35:4,22	deaths 14:5	discussion 30:24
1:25	contracts 14:18	36:7,9,12,15	December 6:7	discussions 6:10
commercially	14:23	37:4 38:20	6:21,24 7:7	distribution
26:17	control 24:20	39:9 40:8,9,19	declare 26:10	29:21
COMMON 1:1	convey 21:19	42:3,23 43:9	decree 13:6	divide 44:16
communication	30:23	43:21 44:7,22	deed 21:19 25:6	doing 18:21
7:3	copies 14:23	45:7,18,21	25:8 28:6	23:17 28:14
compensated	copy 14:18	46:2,6,18,25	30:21,23 40:8	41:14 42:10
33:1	20:11	47:6 48:6,23	40:13 44:13	dollars 13:14
competition	core 40:10	Court's 7:1	defendant 3:2	27:1 36:25
24:7	correct 15:21	12:24 19:13	12:18	44:8,9 46:9
complaint 11:5	24:15 48:15	21:6 38:18	defendant's	door 26:4
19:23	corrected 45:1	crazy 42:24 43:1	10:25	DORCHEST...
complete 12:17	could've 30:14	critically 23:7	defendants 1:18	48:4
13:9,10,15	counsel 2:1	cross-examina...	2:17 6:2,13,23	doubt 26:22
completed 14:4	15:10 25:19	19:25	7:5,13,14 8:2	due 7:22 22:15
completely	48:17	cross-talk 9:2	9:16 11:4,21	41:24
19:18 35:10	counteract	27:6 28:21	12:12 13:1,14	Dukes 1:22
computer 48:14	39:25	31:23 32:5	14:9,24 15:24	duly 48:11
concerned 6:13	county 1:2 11:18	33:16,24 36:10	17:17 22:9	
concluded 47:11	48:4,7	45:10	23:9,21 24:16	E
conclusion	couple 44:19	cudgel 22:5	25:10 26:12	E 4:4 48:1,1
33:10	course 17:22		29:18,21	e-mailed 41:20
conference 1:20	18:18 29:10	D	deliver 28:6,6	earlier 9:24
5:8 6:11 25:17	38:13 44:9,18	D 4:4	deny 38:5,8	25:15
confirm 40:6	44:21 46:24	date 6:6,22 8:19	42:16,17	earnest 9:14,14
confirmed 7:2	court 1:1,23 5:1	dated 5:24	deposit 9:13,15	Earsa 3:9
conjunction	5:23,25 6:6 7:3	dates 37:7	9:17 17:4	easily 26:4
13:7	7:11,21 8:6,23	day 1:24 31:13	18:15,25 22:18	easy 43:1
consider 17:23	9:1,19,21,23	47:8	deposited 7:4	economically
35:19	10:14 11:2,6	days 6:3 9:15	deposits 7:25	37:3
considered	12:4,8,11,25	12:12,14,20	desire 12:18	economy 17:6
14:14	13:6,20 14:13	13:2,9,11,21	determined 21:8	17:25 42:13
considering 47:2	15:15 16:5,21	16:10,16 22:8	40:18 44:10	economy's 18:1
contact 31:8	16:25 17:15,21	22:9,12,16	developer 24:8	effect 24:13 30:3
contingent 19:15	19:3 20:1,8,14	23:14,18 30:5	26:23	30:4
continue 42:19	21:3 23:8,10	40:16	Diana 3:10	effort 23:20
	23:16,21,23	deadline 33:18	die 29:6,11	either 8:13 21:5

30:22 48:18 elapsed 16:11 empty 36:23 entered 9:25 16:3,4 equitable 42:18 equities 14:15 equity 15:4 escrow 21:22 escrowed 29:3 Esquire 2:4,11 2:19 3:3,9 essentially 16:9 46:18,21 establish 13:23 established 6:18 6:18 estate 3:2 10:12 35:15 39:12,20 estates 11:11,13 11:16 21:22,23 22:2,4 28:16 40:12 et 1:7,17 5:3,3 euphemism 12:6 event 48:18 everybody 5:2 24:17 37:17 43:16 exact 13:24 46:9 exactly 6:11 24:14 examination 14:22 excuse 24:4 execute 28:5 EXHIBITS 4:25 existence 14:20 existing 7:21 expect 36:24 extend 35:23 extended 42:8,8 42:8 extension 9:8 13:21 23:2,6 24:2 35:21 extent 38:3	42:14 F F 48:1 fact 6:23 10:3 12:14 13:3,8 14:14 28:23 29:5 39:25 42:6 factor 17:22 failed 7:14 failure 37:13 fair 10:1,8 20:4 fairly 43:1 faith 24:11 Falligant 3:3 falls 35:9 family 14:7 far 13:5 19:4 36:7 fashion 38:24 feasible 37:3 fee 11:2 12:1 13:6,16 26:11 26:15 27:18 28:3,6,17 30:23 31:10 37:1 figured 41:1 file 45:5 46:3 filed 38:7 filings 40:21 final 16:24 34:25 35:2 44:8 financial 8:7,10 39:13 find 24:8 46:4 finished 21:14 firm 2:20 8:18 22:15 firm@ccwlaw.... 2:14 first 10:21 20:21 36:16,20 37:12 48:11 flipped 41:1 floor 15:14	follow 35:16 following 10:22 foregoing 48:8 48:13 foreign 11:14 forever 17:1 18:2 form 38:23 42:21 43:3 46:21,21 forth 5:25 15:5 34:11 45:15 48:10 forward 7:24 10:11 22:20 25:8 FOURTEEN... 1:1 frankly 28:9 funding 40:17 funds 9:17 18:24 21:21 further 14:13 30:6 33:5,11 33:11 44:2,4 45:8,9 46:8 48:17	good 16:13 24:11 25:1 33:21 40:7 43:21 grant 23:16 great 18:16 43:2 47:8 guy 39:20,21 guys 39:19 H half 40:24 Hampton 3:11 hand 13:4 25:1 happen 35:7,12 happened 5:13 happens 35:11 happy 5:14 10:18 35:25 37:17 44:25 hard 10:6 24:25 34:20 harm 42:10 Harrison 1:7 3:10,12 5:3 he'll 41:23 Head 2:7,13,21 hear 5:14 10:18 35:25 44:25 heard 5:15 9:23 19:3 20:16,17 20:21 hearing 1:20 13:23 15:5 19:19,19 31:4 31:5,6 47:10 hearings 5:7 21:10 44:5 45:9 heck 46:3 heirs 13:24 15:1 18:17 28:20 37:20 39:13,22 39:23 40:2 41:5,7 45:16 herein-before 48:10	higher 39:4 Hilton 2:7,13,21 hold 21:21 27:24 27:24 28:1 34:1 Honor 5:24 6:8 7:9,20 8:3,11 9:20 10:23 15:14,22 16:2 17:14 18:20 19:11 20:7 21:9,16 22:23 23:18 24:3,9 25:21 27:23 28:1,14 29:14 30:10 31:2,17 31:24 33:9 34:24 36:2,22 38:12,25 39:6 39:7 41:19 44:2 45:14 Honor's 9:9 Honorable 1:22 hope 42:5 horse 26:7,8 hour 1:25 Houston 2:19,20 6:12,21 9:21 10:18,20 15:16 15:21 16:2,6 16:19,23 17:2 18:20 19:10 20:2,6,20,24 21:5 22:14 23:5,9 24:5,23 25:20,21 27:4 27:7,9,16,21 28:13 29:14,17 30:2,11,18,19 31:7,12,16,24 32:1,6 33:6,9 33:19 34:19,24 35:8,18 36:2 36:11,12,13,15 36:21 38:14,20 38:25 41:22 43:7,10,10,12
---	--	--	---	---

43:18,20 44:1 45:8,14,19,22 46:4,14,16,24 47:1 Houston's 21:1 22:1 40:20 HUD 44:10 Humes 3:12	32:8 38:2 40:8 44:6 issued 12:25 35:2 issues 21:5 25:10 issuing 30:21 It'll 46:18 items 30:25	L L.L.C 2:5,12,20 L.L.P 3:3 land 17:18,20 landowners 24:10 language 26:1 larger 15:8 law 2:5,12,20 16:12 29:10 lawsuit 45:24 lawyers 6:16 leave 43:11 leaves 26:3 left 30:25 legislative 12:16 length 29:5 lengthy 30:24 let's 35:16 level 26:18 line 19:7 33:6 listed 28:19 litigation 39:21 little 8:7 12:5 32:14 long 10:11 25:16 32:19 39:19 42:25 longer 47:5 look 16:6 17:5 27:24,25,25 looking 40:4 LORRAINE 1:17 lost 17:10 love 37:16	20:5 master's 30:21 30:22 40:8,13 matter 6:24 10:3 12:14,19 19:20 matters 8:8,10 30:13 McCracken 1:23 34:7 48:6 48:22 mean 15:16,19 15:20 20:15,16 28:22 30:16 32:17,21 36:24 42:6 meet 14:25 members 14:6 Mendheim 3:10 mention 9:5 merge 29:22 met 15:3 31:12 million 7:19 8:16 10:2 13:13 19:9 26:25 33:21 36:25 minimum 12:15 12:21 misrepresenta... 12:4 missed 36:17 modify 16:10,18 34:22 42:15 moment 20:25 money 6:4,11,24 9:14 11:24 15:1,9 18:16 19:9 22:10 23:22 29:3,19 30:5 33:3,13 35:5 37:2,14 37:21 44:16,20 monies 7:4,12 month 16:3 months 31:19 32:18 motion 13:20	46:17 motions 38:4,8 42:15 move 10:11 22:19 25:8 36:6 41:13 42:19 moved 34:9 multiple 32:4 33:25 45:11
I idea 16:14 18:3 identifies 45:16 ignore 21:6 immediately 40:17 important 8:8 23:7 include 16:19 included 40:21 including 25:20 increased 9:4,9 14:16 indiscernible 15:7,12 26:14 inequitable 14:12 36:4 information 6:20 7:1 input 41:17 insurance 31:8 31:21 32:9,16 insure 31:9 intent 12:16 39:21 interest 13:25 17:18,20 interested 48:18 interests 21:9 interim 35:1,19 35:19 45:24 invited 23:10 involve 40:2 involved 11:9 issue 11:2 19:20 21:24 22:7 24:6 26:15 27:14 29:2	J J 3:9 Jackson 3:9 January 1:24 Johnson 31:20 joined 24:16 JR 3:3 Judge 1:22 5:17 8:22 9:23 23:23 24:21 43:6 45:4 JUDICIAL 1:1 jurisdiction 16:9 16:17 40:9 42:16	K Keita 3:11 kind 5:12 Kirkland 1:17 3:13,13 5:3 know 5:6 9:21 14:19 15:6 17:4,8 18:1,4,8 18:10,14 19:7 19:12,21 20:2 26:1,20 32:13 32:18 33:10 34:17,19 35:8 35:9,13 37:5 37:15,16,25 38:10 39:18,24 40:22 42:4 45:25 46:2,7,9 46:10 knows 35:15 42:12 43:14	M MADAM 34:1 Main 2:20 majority 24:10 making 26:20 manner 15:3 23:25 March 7:22 8:5 8:19 market 10:1,8	N N 4:4 names 44:22 45:15 Naomi 1:23 48:6 48:22 need 38:1 41:8 42:4 44:21 46:8 needed 40:14 needs 45:2 net 44:9 never 19:3 20:11 20:17 21:14 27:14 28:1 35:10 Nevertheless 14:24 new 22:13 23:1 28:10 33:6 nobody's 34:9 nonhearing 5:7 nonrefundable 17:4 18:15 19:9 normally 25:9 Notary 1:23 48:6,24 notes 48:16 nothing's 35:13 Notice 1:21 number 1:12 5:6 10:24 25:23
				O October 5:24

7:11 8:11 15:18 22:8 25:18 29:1 34:8 37:8 offense 25:14 offer 9:10 19:4 23:11 31:13 offered 14:15,25 40:15 Office 2:5,6,12 2:13 Oh 20:10 Okay 8:23 9:19 10:16,20 13:25 20:14 40:19 42:3 43:9,21 45:18,21 46:25 47:6 once 16:10 44:8 46:9 ongoing 5:6 open 21:22 22:1 22:3 26:4 28:16 38:13 OPENING 4:13 opportunities 34:19 43:15 opportunity 24:19 37:12 43:23 44:12 option 36:16,17 36:20,22,23 order 5:24 7:10 8:12 10:1 12:25 15:18,22 16:4,10,15,15 16:18,24 18:22 21:7 22:8,10 25:18 26:15 29:3,15,15 30:3,4,7,12 32:2 34:8,10 34:22,25 35:1 35:2,4,20 37:8 44:8 45:5,15 45:25 46:1,5,8 46:11,17,22	ordered 7:11 orders 25:13 44:15 45:9 ordinarily 44:11 original 9:10 originally 23:19 overnight 17:9 18:6 oversee 29:20 owners 21:8 32:22 ownership 34:15 P p.m 1:25 6:7,25 7:6 47:11 PAGE 4:8 paid 7:13 23:24 44:21 paperwork 23:5 23:13 Park 3:4 part 16:7 22:25 participating 10:10 particular 6:19 32:2 44:3 particularly 11:17 parties 14:6 28:16 36:14 partition 21:12 partitioned 7:17 partner 39:13 parts 42:17 party 48:18 passed 44:20 path 35:17 pay 7:15 15:7 23:21 24:8 30:5 pending 21:22 people 24:25 28:18 29:4,6,9 38:14,16 44:19 percent 17:18,19 18:12,18 19:2	32:22,23,25 34:15 37:20,20 38:15 41:7,9 41:11,12,15 45:6 percentage 13:25 21:9 percentages 17:12,16 44:17 perform 12:12 13:1 14:9 period 9:16 14:10 15:9 22:16 26:9 41:24 permission 19:13 perplexed 30:20 petitioners 8:1 17:19 petitioning 5:19 6:1 10:4 23:22 38:16 phrase 24:5 phrasing 27:13 pieces 40:10 Pinckney 24:18 41:6 place 48:9 plaintiff 2:2 5:11 15:1 17:5 28:19 plaintiffs 1:8 5:19 6:5 8:13 10:4 11:4 13:4 14:2,8,16 15:8 15:11 17:11 18:24 36:6 39:3 43:14 PLEAS 1:1 please 20:20 21:3 39:8 plenty 5:16 plummet 18:7 point 8:11 17:3 21:25 30:15 41:15 42:9	pointed 21:11 44:18 points 21:1 34:21 portal 6:15 portion 23:24 position 11:1 14:11 36:5,16 36:19,20 37:13 possibility 38:21 possible 37:21 37:22 post 2:6,13 22:10 35:20,24 37:13 posted 9:18 posting 35:5 pot 33:13 predicated 13:3 preference 34:14 prejudiced 15:2 premium 10:7 prepare 42:21 42:24 present 3:8 11:9 presentation 5:22 pretty 16:11 previous 6:10 34:22 price 7:15,18 9:4 9:10 14:15 39:2,16 primary 38:9 prior 11:6 21:10 probably 5:21 16:7 42:4 43:3 44:21 probate 22:4 29:13,23 problem 16:8 24:3 26:6 32:15 procedures 6:1 proceed 38:9 42:5	proceeding 7:23 8:16 26:13 35:5 proceedings 29:23 44:3 procured 32:9 produced 14:1 14:17,22 27:8 prohibited 11:22 properly 12:23 property 5:9 7:16 8:15 10:9 11:3,7,18,19 11:21,23 12:2 13:10,11,12,17 18:5 19:17 20:3 21:20,24 24:20 26:3,13 26:16,25 28:18 30:23 32:23 33:22 37:1 39:17,23 proposal 23:4 36:1 proposition 15:4 19:15 protect 8:1 29:17,19 30:8 37:19 39:22 protected 36:14 protecting 41:5 41:8,11 protection 29:23 protective 30:7 provide 18:24 provided 6:20 25:24 Public 1:24 48:7 48:24 purchase 7:18 9:9 26:12 39:16,17 purchaser 9:12 22:17 purchasers 25:7 purchasing 6:22
---	--	--	---	---

purposes 24:23	reasoning 41:4	requires 12:7	12:17 13:9,10	18:14 34:13
pursuant 1:21	recall 6:8 31:17	reservations	17:10 35:6	41:14
6:2 7:9	receive 39:3	30:6	sat 40:25	significantly
pursued 13:5	reconsider 15:18	residential 13:11	Savannah 3:4	20:4
push 21:18	34:9 37:10	resolution 21:23	31:5	simple 11:3 12:1
pushing 33:7	38:4 42:15	resolve 38:23	saw 38:5	13:7,16 26:11
put 14:25 18:25	record 10:23	44:5	saying 12:25	26:16 27:18
19:8 23:12	25:19 27:22	resolves 38:2	18:23 26:24	28:4,7,17
32:21 33:13,20	34:4 36:3	respect 22:7	31:17 36:22	30:23 37:1
36:24 40:4,16	41:20	respectfully 34:3	43:22	46:22
putting 39:15	reduced 48:14	34:6	says 17:5 23:1	simply 23:12
	reference 45:12	respond 25:22	schedule 38:11	25:1
Q	regularly 29:7	32:7	scrolling 38:6	simultaneously
quality 25:9	remains 40:18	response 46:17	second 12:3	18:22
question 15:15	REMARKS	reviewed 25:18	36:18	Singerman 3:2
20:18 30:22	4:13	30:11 37:10	see 15:12 18:13	39:12
32:8 46:13	remember 16:5	47:3	31:9 38:22	sir 10:19 39:11
quick 15:15	17:12	reviews 41:23	41:23 43:11,24	43:19
quickly 33:1	remind 7:20	right 6:8 8:17	seeking 23:6	Sis 24:4
37:22	9:21,22 23:23	14:17 15:7,20	seen 18:4,5	sister 11:14
quiet 21:4,12	rendered 12:8	18:9 20:14	26:21	sit 7:8
44:5 45:17	reopened 45:20	23:14 24:24	self-actuating	situation 15:6
quieted 21:7	repeatedly 23:10	27:15 28:13,22	7:10	43:4
quieting 45:5,13	25:2	31:14 33:13	sell 12:19	six 32:18
quite 28:9	report 12:7	35:16 43:25	sending 27:13	Sixth 9:11 23:3
	reported 12:10	45:22 46:6	sent 18:17	41:21
R	14:19	47:7	series 5:5,7	slipped 25:13
R 48:1	Reporter 1:23	rights 37:19	serve 13:17	solid 16:11
raised 21:2 39:2	34:1 48:6,23	risk 10:15 32:21	set 5:25 6:6 10:1	17:24 18:2
raises 26:18	represent 39:12	41:15	12:15 34:10	somebody 36:24
ramifications	representation	road 19:5 42:19	45:15 48:10	sooner 33:4
24:17	15:25 27:17	Robert 3:3,14	setting 26:5	sort 15:19 28:2
ratify 8:13	28:2	rock 18:1	shaky 17:25	43:25 44:12
raw 13:12	representations	Rose 3:11	share 20:9,12,20	46:10,11
rbrannen@bo...	26:21	Roseneau 6:17	shared 20:23	sorted 44:23
3:5	represented	Rotunda 24:12	sheet 46:22	sorts 30:13
reach 33:10	12:11	25:25 26:22	shoot 18:6	sounds 15:16
reached 26:14	representing	28:2 41:23	short 42:24	20:22
read 40:20	15:10	routinely 25:10	shorter 15:9	South 1:2 2:7,13
ready 9:22 20:2	requested 13:20	ruling 28:15	shortly 43:8	2:21 11:16
22:19 25:8	require 12:13	run 9:16 23:19	should've 33:14	48:3,25
33:12	13:14 14:9	41:25	shove 21:18	speak 19:12 39:8
real 3:2 10:12	26:12		sign 21:19 26:24	speakers 33:25
24:3 35:14	required 9:12	S	signature 44:13	45:11
39:12,20	40:10	sadly 37:4	signed 25:17	speed 5:12,23
really 16:12	requirement	sale 5:9 7:18,22	30:12	spoken 28:11
reason 13:19	12:21,22	8:14 11:23,25	significant 17:3	stand 8:22

start 11:8 started 14:2 26:10 45:23 state 1:2 10:22 11:5 48:3,7 stated 19:22 statement 44:10 states 11:14 status 6:10 11:19 statute 6:3 12:7 12:13,15 13:8 24:22 39:22 statutes 24:6 statutory 12:20 stenographic 48:16 Stephanie 1:17 3:13 stepped 15:23 46:19 STIPULATIO... 4:13 stop 21:12 24:24 29:12 straight 18:17 Street 2:20 strong 39:24 strongly 8:4 stuck 37:11 subject 7:16 substance 15:20 substantive 23:11 successive 11:10 suggested 17:2 suit 24:15 Suite 2:6,21 sum 15:19 supersedeas 47:2 sure 22:19,24 sworn 48:11	22:18 25:14 36:4 47:4 taken 1:21 48:9 48:16 talk 38:15 talked 22:14 talking 13:12,13 16:22,25 23:2 23:4 28:25 34:2 45:7 Taylor 2:4,5 5:17,18 8:17 8:21 9:6,20 17:14,17 22:23 27:23 28:24 30:10 38:12 39:6 40:25 42:20 43:6,24 45:4,12 46:20 46:23 Tell 39:9 ten 16:10,16 tender 6:4,23 tendered 6:12 29:19 terms 37:7 testify 48:11 testimony 9:23 44:4 48:8,13 thank 5:17 8:23 9:19 10:16,16 34:6 40:19 41:18 43:4 46:7 47:7 thing 8:25 12:3 14:13 16:23 17:8 19:14 22:19 29:12 32:19 46:10 things 13:22 21:15 think 9:8 16:6 16:11 17:2 18:25 19:5 21:16 28:23 36:3 38:1,5 39:21,24 41:10	41:13 42:18 43:10 44:24 45:2,24 46:19 third 11:8 Thomas 2:4,5 thought 16:13 32:10,15 40:5 three 9:15 throwing 37:2 time 5:13,16 6:2 7:7 9:16 12:15 12:17,24 13:21 14:10 15:9,23 19:16 21:13 22:6 23:15 25:11 32:2,19 37:15 39:20 40:14 46:14 48:9 timeline 34:11 34:12 timely 6:24 7:15 23:25 title 10:25 11:1,3 11:6,20 12:2 13:7,16 18:23 19:17 21:4,7 21:13,19,24 25:3 26:11,16 27:19 28:4,7 28:17 31:8,10 31:21 32:9,16 33:22 36:8 37:1 40:5,7,14 44:6 45:5,13 45:17 today 7:8 19:11 38:19 Tom 5:18 22:21 tom@thomast... 2:8 top 10:7 totality 32:24 transact 11:25 transaction 13:15 transcript 48:15	transcription 48:14 transfer 6:14 25:6 transferring 15:24 tried 34:20 42:7 true 28:8 48:15 truth 48:11,12 48:12 try 20:25 22:3,5 37:19 41:12 44:16 trying 14:8 40:3 turn 17:9 two 9:24 11:6 13:22 32:11 37:25 38:6 type 44:15	untenable 26:17 use 12:1,5 usually 44:7
V				
value 10:1,8 20:5 values 18:6 various 14:7 vast 24:10 versus 5:3 vested 28:18 video 1:20 VIDEOCONF... 2:3,10,18 3:8 volunteered 46:20 vs 1:12				
W				
wait 29:12 41:24 waived 36:17 37:13 walk 22:17 23:14 want 9:5 18:13 22:24 27:4 35:23 36:19 38:14,22 42:21 42:23 43:16 wanted 10:20 24:20 30:13 32:13 wants 5:15 21:6 wasn't 29:24 30:2,3 way 37:6,16 we'll 18:24 46:10 we're 8:16,19 13:12,13 18:7 18:8,8,20 20:12 22:19 26:5 28:14,14 30:20 33:11,11 37:11,18 40:3 47:1,2				
U				
un-probated 11:11 unappealed 34:10 37:9 unconscionabi... 26:19 unconscionable 13:18 14:12 understand 23:8 27:11 41:4,5,6 43:2 44:1 understanding 12:9 27:2 32:13 understood 22:24 24:17 undiscernible 40:10 unfeasible 26:18 unknown 30:8 Unreportable 27:6 28:21 31:23 32:4 33:16,24 36:10 45:10 unresolved 31:1				

we've 5:16 14:20	X	7:7,23 8:5,19	9,750,000 9:11
14:21 16:21,25	X 4:4	29926 2:21	9.1 7:19 8:15
28:11 30:16	Y	29928 2:7	9:10 10:2 39:5
34:18 37:23	y'all 38:10,21,22	29938 2:6,13	9.75 39:5
44:18	40:22 42:23	3	900,000 39:15
Webexes 5:8	43:25 46:7	3:00 1:25	40:4,16
weekend 47:9	47:7	3:46 47:11	912.644.5721 3:5
Welcome 5:1	Yeah 9:1,7 17:21	31401 3:4	98 18:12,18
went 16:5	30:16 33:19	4	32:22 34:15
West 3:4	36:21 38:20	4 46:21,22	37:20 38:15
whatsoever 22:3	year 40:23,23	45 13:21 22:16	41:7,11,15
White 3:9,11	years 17:6 24:12	23:14,18 40:16	98.9 17:19
8:25 9:3 10:5	34:14 37:25	48 4:24	
Williams 2:11	yield 15:14	5	
2:12 5:20 8:9	Young 3:14	5 4:13	
9:7 16:1 20:10	Z	5:00 6:7,25 7:6	
20:24 21:4	0	50,000 9:13,18	
27:12,24 28:24	1	500,000 14:16	
31:2 40:25	1 10:24	39:4	
41:19 43:24	1.17 17:18	5550 2:6	
willing 20:3,12	10 19:2 33:21	59(E) 16:8,12	
27:18 28:3	100 45:5	46:5	
wind 37:2	1000 2:20	6	
window 43:11	150 29:9	60 6:3 12:12,14	
wings 14:7	2	12:20 13:1,9	
wire 6:14	2 19:8 32:23,25	13:11 22:8,11	
wish 40:22	37:20 41:9,12	23:19 30:5	
witness 48:10	20-day 24:1	60-day 26:9	
witnesses 19:24	200 2:21	6028 2:13	
wonderful 47:8	2007 18:9	62(B) 16:20	
wording 25:14	2009 18:9	63 22:9	
work 43:16	2009-2010 17:7	650,000 10:7	
worked 6:16	2020-CP-07-0...	6th 1:24	
24:11,25 34:13	1:13 5:2	7	
working 8:19	2021 5:25 6:7	8	
10:6 39:19	7:7 21:7	843.715.2230	
worried 42:10	2022 1:24 7:23	2:22	
worry 18:11	20th 5:24 7:11	843.785.5050 2:7	
worth 33:7	8:12 22:8	843.842.5411	
would've 20:19	25:18	2:14	
23:25 28:11	21 21:7	9	
writ 47:2	22 2:5		
write 31:21	22nd 6:7,22,25		
writing 32:15			
written 7:2			
wrong 45:1			

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.

1 APPEARANCES OF COUNSEL:

2 FOR THE PLAINTIFF:

3 VIA VIDEOCONFERENCE

4 THOMAS C. TAYLOR, ESQUIRE
5 Law Office of Thomas C. Taylor, L.L.C.
6 22 Bow Circle
Suite A
Post Office Box 5550 (29938)
7 Hilton Head, South Carolina 29928
8 843.785.5050
tom@thomastaylorlaw.com

9 AND

10 VIA VIDEOCONFERENCE

11 CHESTER C. WILLIAMS, ESQUIRE
12 Law Office of Chester C.
Williams, L.L.C.
13 Post Office Box 6028
Hilton Head, South Carolina 29938
14 843.842.5411
firm@ccwlaw.net

15
16
17 FOR THE DEFENDANTS:

18 VIA VIDEOCONFERENCE

19 CHARLES HOUSTON, ESQUIRE
20 The Houston Law Firm, L.L.C.
1000 Main Street
21 Suite 200 C
Hilton Head, South Carolina 29926
22 843.715.2230
chouston@houstonlawfirm.net

ALSO PRESENT VIA VIDEOCONFERENCE:

Earsa Jackson, Esquire
Andre J. White
Georgia Harrison
Diana Mendheim
Keita White
Rose Hampton
Barbara Harrison
Cheryl Kirkland
Stephanie Kirkland
Robert Young

- - -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

PAGE

OPENING REMARKS AND STIPULATIONS ----- 5

CERTIFICATE ----- 56
(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.)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

A	alert 51:17 amount 30:2 amounts 33:16 analogy 39:2,9 Andre 3:4 answer 31:8,9 31:18,18 anticipate 51:16 anybody 37:20 48:21 54:11 anymore 17:23 anytime 15:10 anyway 6:12 apart 11:2 16:17 apologies 7:5 apologize 6:12 apparently 9:9 26:22 appeal 50:15 appearance 12:6 APPEARANC... 2:1 appears 53:24 appraisals 27:11 29:21 appreciate 32:3 approximately 55:7 area 29:17 areas 20:25 argue 28:3 29:25 30:11 43:5 argued 43:12 arguing 9:12 34:16 argument 29:5,7 31:2 35:13,13 48:2 arrangements 45:22 asking 17:4 51:8 51:9 52:23 aspect 28:23 assertion 48:13 attempt 8:15 attempting	29:12 attend 14:10 attention 26:20 51:12 attorneys 21:11 audio 9:3,21 11:9 authority 53:18 authorized 50:6	blanks 36:1 blue 6:18 blush 41:21 bottom 6:9 10:17 19:2 Bow 2:5 box 2:6,13 6:18 boxes 18:16 breakup 26:3 brief 48:20 51:9 52:12,21 briefs 25:1 47:23 48:1 bring 15:18 21:1 51:12 54:20 brought 42:12 bunch 7:2 button 6:8 buttons 10:10 buy 30:12 32:11 36:19 44:12 46:4,24 47:3,5 buyer 22:21 buying 30:15,22 buys 43:13	43:23 44:22 45:12 47:6 56:3,25 carrying 35:7 case 8:16 9:19 12:18 14:13 26:25 28:22,24 30:8 34:2 36:15 38:8 42:23 48:25,25 50:11 54:8 cases 28:14 32:4 cause 1:21 15:14 56:19 causing 7:3 cell 10:4 certain 21:12 44:13 certainly 11:5 15:19 20:5 48:12 49:18,19 CERTIFICATE 4:24 certify 49:16 56:8,14,17 cetera 20:20 chain 21:23,24 21:25 changes 44:16 Charles 2:19 8:2 8:10 12:23 16:15,22 17:5 17:23 18:16,17 18:25 19:4 26:3 40:9 Charleston 14:16 Cheryl 3:7 Chester 2:11,12 Chet 26:4 31:21 33:10 51:19 52:9 child 54:12 chouston@ho... 2:22 Circle 2:5
	B	back 8:7,11 9:1 9:20 10:18 13:3 14:4 15:1 16:22 18:13,16 25:8,9 27:9 29:23 36:14 37:5 39:25 40:12,16 49:25 background 9:25 26:25 bad 18:2 balance 24:14 bandwidth 9:4 9:18 10:2 bar 15:18 Barbara 3:6 based 48:1 basically 21:10 31:25 33:25 basis 7:21 21:22 32:22 Beaufort 1:2 56:25 beginning 10:24 19:17 20:7 believe 33:19 51:17 benefit 22:5 best 19:13 22:23 better 5:17 12:21 big 7:17 bill 13:13,14 bit 5:12 7:1,3 19:12 29:4 blanket 20:15	C C 2:4,5,11,12,21 56:1,1 calendar 12:17 13:3 14:20 15:1 42:15 43:4 call 8:21 15:17 16:11,13 17:7 17:24 18:13 26:4 37:18 called 25:15 calls 38:18,20,20 candy 15:18 capabilities 35:5 capable 35:6 capacity 18:22 35:11 car 10:1 Carolina 1:2 2:7 2:13,21 30:4,9	

CIRCUIT 1:1	computer 10:4,8	county 1:2 11:13	13:7 26:19	defendant's 5:4
circumstances	18:6 56:14	56:4,7	39:6 45:3	31:3,9,18
44:14	concern 32:25	couple 39:2	cover 36:2	defendants 1:18
CIVIL 1:12	48:5	course 16:1	covered 24:25	2:17 12:10
claim 22:25	concerning	41:14 49:2	52:12	22:2,16 24:12
34:13 44:17	27:13 31:5,11	51:25 54:5	cross-talk 40:24	24:15 25:2
claims 34:19	concerns 54:16	court 1:1,23 5:1	47:11	27:19 28:25
clarity 26:9	concluded 55:7	5:17,23,25	cure 23:5,10	29:11 30:4,11
clear 30:10	conclusion	6:15 7:11 8:1,5	39:20,24	32:9 33:15
43:19 46:5	54:21	8:18,22 9:11	cured 39:21	34:3 35:6,12
clerk 41:12	conference 1:20	9:15,23 10:7	custody 54:13	45:8 46:24
client 36:15,20	conferences	10:20,22 11:1	cut 17:7	50:2,4
38:11 39:14	28:12	11:10,21 12:16		defendants'
client's 38:1,16	connection 10:6	13:6,9,17,21	D	34:20
clients 12:13	consent 21:11	14:2,22 15:11	D 4:4	defer 10:7
13:13 22:24	27:16,17,25	16:9,12,16,21	date 51:18 53:10	definitely 53:2
41:16 43:9	28:24,25	17:9,21 18:2,9	53:11,20	denial 7:12,24
close 19:14	consider 20:21	18:14 19:4,7	day 1:24 23:20	20:15
29:14,19	24:23	19:23 20:4,8	25:15 47:15	denied 7:14
closed 23:20	consideration	20:11,15,19,20	days 14:18,21	33:22
33:8	26:15	21:2,21 23:4	15:10 17:15	deny 21:15
closing 29:13	considered 44:7	23:25 24:4,22	22:4 23:3 32:9	31:23 33:6
51:15,18	50:13	25:3,9,13,22	32:10,13 42:10	depos 15:6,7
cloud 38:15	continually 43:8	26:6,10,25	42:16 53:19	deposit 32:19
collapsing 33:1	continue 11:9	27:6,12,15	deadline 32:15	35:19 50:2,5
Columbia 53:15	12:24,25 13:6	28:19 29:5	deal 37:4	depositing 38:4
come 8:6 21:19	38:16	30:1,19,25	death 23:17	depositions
23:8,12 36:14	continued 14:16	31:11,20,23	deaths 28:14	14:18 51:24
37:5	continues 28:2	32:21 33:6,9	debtors 15:15	descendants
comes 13:21	29:3	33:16 34:3	December 32:16	28:20
21:25	contra 36:4	35:2,20,24	33:19	detail 36:2
comfortable	contract 22:17	36:3,5,5 37:6,9	decide 42:8	detailed 34:4
39:13	29:13 32:23	37:14 38:9	declare 24:5	determination
coming 6:19,22	33:8 44:2,2,7	39:3,7 40:10	deed 22:19,20,25	24:1
51:15,16	44:23	40:22,25 41:3	30:3,14,21	detriment 34:23
commencing	convenient 13:5	42:3,6,22,24	35:17,18,21,22	develop 36:23
1:25	conveyance	44:5,10 45:9	38:13 43:25	development
common 1:1	22:15	45:14 46:2,13	45:13 46:12	12:4,5
12:13	copies 54:6	47:9,10,13,24	47:7,12	dials 10:3
complete 24:7	correct 51:19	49:2,15,20	deeds 44:17,17	Diana 3:5
36:13 37:4	56:15	50:3,16,25	44:18	died 23:14
completed 40:9	could've 23:18	51:2,5,7,16,21	defeat 36:18	difference 50:19
complicated	23:20 50:15	52:17,21 53:2	38:1	different 28:15
43:6	council 14:8	53:6,16 54:12	defeated 38:2	difficult 19:13
compromised	counsel 2:1 12:5	55:3 56:6,23	defect 23:5	difficulties
10:3	56:17	court's 7:8 12:25	defendant 12:3	19:22
			12:9	

difficulty 5:13 directly 11:14 38:24 54:3 disagree 44:11 45:17 49:12,21 discuss 52:10 discussed 52:3 discussing 27:10 dispensing 49:6 dispute 28:9 disturbance 5:22 6:14 divorce 39:4 do-able 52:7 doing 19:24 34:21 dollars 22:4 35:20 44:5 door 38:17 DORCHEST... 56:4 dots 36:7,8 draw 26:19 Dukes 1:22 53:17 duly 56:11 E E 4:4 56:1,1 earlier 51:14 Earsa 3:3 eat 15:19 effect 45:4 either 14:9 15:9 16:19 21:15 40:17 56:18 enactment 24:19 ended 49:1 ends 48:25 engaged 11:17 17:11 enjoy 55:5 enter 34:19 37:23 46:8 entered 12:6 entire 15:25 entitled 44:12	equitable 29:4,6 37:7 equities 24:14 equity 35:25 36:6 error 29:25 Esquire 2:4,11 2:19 3:3 established 30:8 30:24 estate 29:19 33:1 44:21 47:6 54:14 estates 23:11 et 1:7,17 20:20 event 31:17 56:18 eventually 36:21 everybody 5:11 6:2 16:24 29:21 everybody's 34:23 53:22 everyday 44:18 everyone's 54:16 evidence 22:25 31:14 evidentiary 21:7 21:22 23:6 exactly 12:12 24:17 exam 15:16 excuse 14:12 49:19 EXHIBITS 4:25 expand 9:4 explain 10:15 explanation 32:7 34:4 extension 23:3 32:14 41:19 F F 56:1 fact 26:20 43:5 44:15 factor 35:15	fair 23:2 fairly 43:6 fallen 32:15 falling 16:17 falls 11:2 family 21:14,19 23:7,9,12,14 38:21 39:3 54:12 far 19:14 February 1:24 5:3 17:4 Fed 29:18 fee 22:5,9 36:21 36:24 37:20 43:9 44:20,24 44:25 45:18,25 46:10 48:14 feel 39:13 43:17 figure 9:16 41:5 42:13 file 40:23 43:20 filed 5:5 26:13 32:17,19 33:20 34:1,6,7 41:8 42:10 filing 53:10 fill 35:25 36:6 filled 14:24 36:8 final 40:3,4,21 41:1 42:20,22 48:24,24 50:13 financially 35:6 financing 29:8 30:5 find 24:2 findings 21:12 fine 5:16 48:2 finish 36:15 37:10 40:11 finished 37:11 Firm 2:20 firm@ccwlaw.... 2:14 first 27:5 36:18 38:2 41:21	46:16 56:11 five 13:19 folks 34:12 follow 12:23 follow-up 48:1 foot 38:17 foregoing 56:8 56:13 forth 27:20 40:13 56:10 forward 29:18 34:15 43:10,18 four 13:18 23:11 FOURTEEN... 1:1 free 13:25 Friday 15:9,22 52:6 Friday's 15:22 frozen 25:12 fund 32:9 funds 49:6 further 31:22 43:19 48:10 51:10 52:1,11 56:17 G genealogical 28:5 genealogy 21:14 21:20 23:8 general 7:24 30:3,21 31:18 Georgia 1:7 3:4 germane 24:21 getting 6:21 9:20 19:14 26:3 30:14 43:16 give 8:6,21 10:14 10:18 13:18 18:10,12 30:2 35:17 37:2 39:2 46:2 51:22 52:3 given 28:19 33:3 46:12	gives 26:9 50:1 giving 9:2 43:24 go 7:6 17:19 19:2 25:19 30:5 33:7 35:2 37:15 40:12 45:14 47:14 49:4,24 goes 39:25 going 6:15 14:14 14:19 15:13 22:18,19 28:13 32:6 35:21,22 36:12,19,22 39:6 40:5 43:13 44:20 49:21 52:11 good 5:1 11:10 15:10,22 16:18 17:21 18:10 25:10 29:4 35:17 36:16 51:2 goodness 16:16 gotten 17:14 23:19 grabbed 25:14 grant 39:7 granted 10:12 granting 49:15 great 6:17 8:18 25:13 32:25 group 12:3,9 guarantee 30:19 guardian 34:15 guess 13:11 19:8 41:5 42:11,14 53:8 H half 13:15 14:25 Hampton 3:6 hand 20:2 hands 44:16 handshake 54:21 happen 36:12
---	--	--	--	--

happened 18:15 33:3 happens 37:21 38:10 happy 5:8,14 12:23 37:10 40:15 48:9,18 53:24 54:20 Harrison 1:7 3:4 3:6 hate 13:9 he'll 9:16 11:16 Head 2:7,13,21 headset 17:14 hear 5:9,14,15 5:24 8:10 9:8 11:19 17:22,25 18:18 19:13 25:20 37:10 40:16 48:10,19 53:25 heard 6:6 16:7 17:16 19:20 20:3 35:1 41:24 47:20 52:1 hearing 1:20 5:13,19,21 9:10 21:7 23:7 28:5 52:15 55:6 hearings 27:13 41:7 hears 39:8 Heather 54:4 heck 40:23 heirs 23:16,24 24:5 28:15 44:12 held 27:13 Hello 16:4 help 17:19 helps 17:16 herein-before 56:10 Hilton 2:7,13,21	hindering 34:21 history 33:14 hit 6:10 hold 5:25 20:1 28:4 29:12 holding 29:11 32:22 holiday 15:24 honestly 48:4 Honor 7:8 8:4 8:15,20,25 9:6 11:22 12:22 14:7,11 16:18 19:21 20:10 26:5,13,18 27:4,25 28:21 30:15 31:20 32:18 33:13 34:24,25 36:1 37:8,17 39:17 41:25 43:22 47:23 48:23 51:4 55:2 Honorable 1:22 hope 26:8,15 Hopefully 6:23 8:7 9:15 hour 1:25 13:13 15:17 Houston 2:19,20 5:6,8,15,18 6:13,25 7:7 12:11 16:4 18:19,23 19:5 19:19 20:1,6,9 27:3,8 28:2 29:3,24 31:25 33:20 34:16,25 35:4 37:9,11 37:13,25 38:14 38:19 39:19,23 40:14,19 41:1 41:4,25 42:4 42:19 43:8,21 44:4 45:3,11 45:14,21 46:4	46:16 47:2,5 47:12,19,21 48:23 49:14 50:12,21 51:1 52:18,20 53:4 55:1 Houston's 34:9 48:13 hyper-fast 11:13 I i.e 23:5 immediately 35:8 implies 22:8 43:24 important 28:1 35:15 importantly 27:14 improper 42:18 inappropriate 28:3 incumbent 30:18 indicated 29:5 32:24 51:14 indicates 20:2 31:15 indiscernible 5:19 38:23 44:2 individuals 30:23 input 33:11 inquire 39:3 instance 22:11 instructions 10:19 intent 36:4 interest 22:22 24:16 27:20 30:13,16,22,23 32:11 33:4,18 34:13 38:22 39:14,15 44:6 45:6,7,9,12	46:25 47:6 interested 56:18 internet 19:8 interruption 6:13 7:6 invite 14:5 involved 14:14 54:8 issue 7:16,16,17 7:18 9:5 11:7 20:12 24:13 28:1,17 31:5 42:25 47:19 52:22,24 53:13 53:18,24 issued 40:3 41:19 49:15 issues 7:9,11,23 13:2 20:16 21:4,5 24:22 28:22 34:9 42:7 51:10 52:2 it'll 15:16 J J 3:4 Jackson 3:3 8:13 8:22,24 9:22 10:2,15 11:4 11:23,24 12:2 12:12,15,22 13:16,20 14:1 15:3 17:1 18:4 18:17,20,24 Jackson's 25:23 January 5:5 Jarred 54:4 judge 1:22 10:23 14:11 15:10 16:8 17:3,4 25:21 26:2,7 26:11 27:14,23 28:7,11 29:2 29:10,23 31:1 31:6 32:1,2,23 40:1 51:6,13	52:9 54:24 Judge's 7:17 judgment 7:15 7:16 33:21 JUDICIAL 1:1 June 33:24 jurisdiction 40:2 42:12 jurisdictional 40:1 52:24 justified 23:1 K keep 38:16 keeps 34:16 Keita 3:5 31:6 kept 17:13 kills 29:18 kind 53:18 Kirkland 1:17 3:7,7 knew 22:12 23:23 24:6 know 5:11 6:16 7:13,15,19 8:17 9:19 10:9 11:6,11 13:1 13:12,17 15:21 17:12 19:21 21:13 22:23 25:24 28:13 31:24 32:1,2 34:2,9 35:20 37:2,3 39:1,4 42:16 43:1,1 44:15,18,19 46:13 48:8,20 49:3 50:16 52:10 53:9,11 knowing 20:18 knowledge 10:8 knows 48:18 L L.L.C 2:5,12,20 lack 35:23 laid 31:17
--	--	---	--	--

land 29:15 law 2:5,12,20 20:25 21:17 30:6,8,9 32:8 43:22,22 50:10 lawyer 11:25 lay 41:6 left 6:10 7:13 20:18 legally 27:19 legislative 24:18 lengthy 34:10 let's 12:16 13:18 13:22 14:25 16:21 36:14 47:10,13 line 9:7 24:17 46:7 little 5:12 7:1,3 19:12 26:9 Lizzi 14:15 log 8:11 long 14:19 34:19 36:3 41:13 longer 16:10,12 look 9:25 11:4 14:2 15:4 16:3 16:24 19:1 26:17 43:1,2 48:12 49:23 looking 12:16 33:5 39:12 looks 8:3 12:21 15:15 25:7 41:22 LORRAINE 1:17 lose 8:7 26:1 lost 8:1,17 16:9 19:16 25:5 lot 17:16,20 28:15 lucky 11:12 M ma'am 12:14 MADAM 5:23	10:22 Main 2:20 maintain 38:22 making 22:1 23:22 March 29:14 34:22 Maria 34:14 market 29:19 33:1 marketable 22:10 masters 44:17 matter 12:1 20:21 21:7 27:8 McCracken 1:23 56:6,22 mean 11:3 12:9 13:10,17 19:24 35:18 40:22 43:11 44:15 47:25 48:4 52:8 53:9 meaning 17:13 meeting 14:8 members 21:18 23:7,14 38:21 memo 26:18 31:7 memorandum 26:13 31:3 Mendheim 3:5 mentioned 47:22 message 8:16 met 32:8 Mic's 25:11 microphone 5:10 6:5 19:15 midday 52:5 million 22:3 35:20 36:10 44:5 50:8 mind 10:23 minority 29:9 minute 8:6	15:13 18:10 36:2 53:17 minutes 13:19 mobile 9:7 17:25 18:7 moment 18:12 46:8 Monday 11:3,5 12:21 15:9,20 money 38:5 41:12,17 44:4 45:5 50:3 monopolize 13:7 months 42:8 motion 5:4 7:21 20:23 21:1 26:14,21 31:4 31:11,24 32:13 32:16 33:6,21 33:25 41:8,9 41:20,22,23 42:6,17 48:5 53:13 motions 20:16 20:17 33:20,23 41:6 42:1,9 53:9 mouth 19:11 movants 5:7 move 19:11 29:17 43:10,18 moved 31:19 moving 34:4 multiple 7:10 mute 6:4,17 muted 8:23 25:12,19 N N 4:4 Naomi 1:23 56:6 56:22 nature 46:21 necessarily 32:6 need 6:6 13:2 14:20 15:4 28:4 36:8 43:9	needs 10:16 never 17:14 31:8 31:10 35:20 new 14:4 nice 29:22 night 26:15 noise 6:11,19 Notary 1:23 56:6,24 note 31:1 notes 56:16 notice 1:21 39:24 number 1:12 32:24 O oath 21:20 23:13 object 6:7 objectives 24:11 obligation 44:24 obtain 5:21 24:11 Obviously 14:4 54:1 October 40:20 49:25 Office 2:5,6,12 2:13 Oh 9:11 16:9 18:9,16 25:13 okay 8:6,14 10:7 11:10 13:10 14:1,23 18:9,9 18:14 25:9,21 37:14 42:4 45:11 47:24 once 9:1 10:17 42:16 open 17:1 23:11 53:6 OPENING 4:13 opens 53:4 opinion 50:19 opinions 47:17 opportunity 23:5 26:16,23	26:24 30:12 opposition 26:14 option 52:4 optional 51:25 order 7:11 22:14 27:15,16,17 29:1 30:25 32:5 37:23,24 38:8,12,15 39:7 40:3,4,20 40:21 41:1,7 41:11,12,18,19 41:23 42:21,22 45:4 47:9 48:25 49:14,25 50:1,13,23 53:13,18 orders 21:10,11 40:25 42:1 Ordinarily 6:18 outside 17:19 outstanding 22:22 39:15 oval 6:8 owes 34:3 owned 28:16,17 owners 29:16 ownership 24:16 28:9,22 29:9 30:12,16 owns 38:9 P p.m 1:25 32:15 55:8 PAGE 4:8 parking 17:20 part 29:2 41:9 48:4,22 50:22 53:2 part's 50:24 particular 7:18 7:23 30:20 36:9 42:24 46:7 50:14 parties 27:22 28:8 45:23
---	---	--	---	---

partition 49:4 49:10	46:24 47:1 49:17 50:5 54:24	proceeding 20:13 40:21	quick 11:23 12:17 13:23 16:22 22:24 41:4 44:17	53:10,14
partner 33:10 34:14	plaintiffs' 32:11 35:10 45:7	process 31:6,12 34:11	quiet 28:23 49:3 49:9	reconsideration 5:4 7:22 20:24 26:21 31:24 41:9,18,23 42:5,9,17 48:6
parts 49:8	PLEAS 1:1	production 45:5	quickly 20:10	record 23:13,18 23:19 31:2,15 35:9 39:12 50:20,22,23,24 54:22
party 56:18	please 7:6 35:2 37:15 54:1,3,4	project 29:8	quite 28:7	reduce 9:3 10:16 reduced 35:12 56:14
passed 34:20	plugged 11:14	proper 21:13 31:16	R	refers 37:25
pay 22:3 33:15	point 19:19 22:1 23:22 29:24	property 22:6,8 22:10,17,22 23:21,24 24:3 24:6,15 27:11 27:21 28:16 29:22 34:14,22 36:11,16,20,23 36:24 38:23 39:16 44:15 45:8 46:5,11 50:7	R 56:1	refusal 36:18 38:2 46:17
people 7:2 13:12 23:15	33:2 38:25 43:7,19 52:15	proposition 43:12 44:11 45:17	raised 7:10 27:3 28:2 31:8	registry 33:16
people's 6:9	pointed 31:7	provision 22:18	ran 53:19	rejoin 17:7
percent 29:14,16 39:14	points 21:3 52:13	Public 1:24 56:7 56:24	rapidly 51:15	relatives 23:16
percentage 44:6	ponder 47:25	publication 34:11 39:18 40:8	rates 33:4	relief 24:3 33:21 42:2,7 49:16
Perfect 10:20	portion 49:5	publications 40:5	re-argue 26:24	remaining 21:3 29:15
period 23:20 38:4	position 22:7	purchase 33:17 44:6 50:7	reach 13:1	REMARKS 4:13
permission 9:2	positions 52:22	purpose 24:18 36:4 39:18	read 48:16 49:25	remember 14:12
person 23:14	possession 38:22	pursuant 1:21 30:17 44:9 46:21	ready 35:15	remind 27:6 29:10
pertaining 21:3	possible 34:22 41:15	push 10:10	real 12:17 13:23 16:22 27:21 29:18 33:1 44:21 47:6 54:14	Reporter 1:23 5:23 10:22 56:6,23
pertinent 49:8	post 2:6,13 41:11,17	put 14:17 25:25	realize 8:8 9:23 11:16	represent 12:1,3 represented 12:10
phone 6:1 9:7,24 10:4 17:25 18:8	potential 31:5	putting 44:4	really 14:19 17:18 29:22 52:17	representing 5:6
phones 6:3	prayer 24:3 49:16	puzzle 12:7	reason 6:20 20:20,22 41:16 46:7	request 10:12 34:10
physical 35:10 35:10	prepare 22:20	Q	reasonable 32:22	requested 5:20 20:23
pick 48:9	PRESENT 3:2	question 11:23 27:23 40:1 41:4 42:19	receive 22:19 35:21 45:24	requesting 7:8 20:11 35:16
picture 37:5	presented 20:13	questions 53:8	received 20:14 23:2	require 22:21 30:7,10 37:20
piece 10:17 11:8 12:4,7 42:13	pretty 19:16 24:25 54:13		receiving 22:5 22:24	required 22:3 24:1 33:17
Pinckney 24:2 24:20 30:7 36:1 37:18,19 37:22 38:7,18 38:19,24 46:23 48:14	price 29:22 50:7		recognized 37:24	
place 56:9	primarily 23:6		recommenda... 19:1	
plaintiff 2:2 30:19	prior 22:14		reconsider 33:6 33:25 41:20,22	
plaintiff's 33:18	probably 15:16 25:14 47:14 49:22			
plaintiffs 1:8 23:23 25:1 27:18 29:17 30:1,13,16 35:8 43:15	probate 28:19			
	problem 7:4 8:5 23:10 39:10			
	problems 18:21			
	procedural 21:4			
	proceed 50:6			

requirement 45:18	21:23	32:20	special 30:21	submitted 27:12
requires 21:17	run 38:4 42:16	shut 44:21	44:16 45:22	29:1
46:11 48:14	runs 10:5 11:6	side 48:3 54:2,6	specific 52:15	substituted 27:9
resell 36:23	S	sign 22:20	specifically	suggest 38:6
resolution 54:10	sale 22:8 24:7	signed 27:17	27:19,21 38:20	46:11
resolve 54:16	34:22 38:10	38:13	52:2	suggesting 8:25
resolved 6:24	43:24 50:6	silence 6:3	specificity 35:24	Suite 2:6,21
27:24 28:23,24	salvage 16:23	simple 22:5,9	spend 53:14	superior 10:8
33:23	sat 41:13	36:21,25 43:10	spotty 10:6	support 31:3
respect 34:8	saying 20:9,19	44:20,24 45:1	stage 48:6	sure 13:20 27:5
respectfully	32:1 41:11	45:18,25 46:10	standpoint 9:1	43:2 48:3 51:7
26:19 45:16	51:10	48:14	start 10:24	52:13 53:23
respective 24:25	says 38:9 46:23	simply 28:7	12:16 13:22	sworn 21:8,18
47:23 52:22	50:1,3	29:25 30:5,15	18:21 19:18	39:8,11 56:11
respond 26:5	schedule 14:13	30:22	20:6	T
response 7:9	scheduled 13:11	simultaneous	started 17:13	T 56:1,1
35:4	29:13	16:5	31:25	take 6:2 12:24
result 37:21 38:7	screens 6:9	sir 5:9,14 7:6	starts 14:8	15:13,16 26:17
41:8	second 5:13 6:2	25:4 35:2 44:8	state 1:2 56:3,7	46:9
retain 24:16	9:16 29:2 39:1	51:9 52:8,14	stating 22:14	taken 1:21 21:8
ridiculous 35:18	see 8:22 11:18	52:19 53:3	statute 30:10,17	24:10 27:8
right 6:23 9:22	13:19 14:25	54:25	44:9 46:22	50:15 56:9,16
10:20,24 11:21	16:21 19:5,10	sit 43:3 54:9	48:16	talk 8:23 12:8
13:16 14:23,25	19:23 26:16	situation 43:6	statutes 48:16	29:3 54:18,19
15:5 17:9 18:4	34:11 48:15,17	44:3 45:2	statutory 30:9	talked 17:5
19:4,7,10 20:4	54:9,19	skipping 15:23	46:20	28:12
20:8 26:7,11	seen 48:17	slow 19:8	stay 14:20	talking 9:8
36:18 37:3	sell 22:17	somebody 34:17	stenographic	11:16,18,20
38:1,1 42:3	seller 22:9	35:17,19	56:16	13:23 16:14
43:15,17 46:16	send 8:16 14:4	Something's	step 35:25 36:6	17:20 36:10
47:2 50:21,25	48:1 54:3,4	6:15	Stephanie 1:17	45:2 46:14,15
52:23 53:23	sense 14:24	somewhat 37:1	3:7	46:17
54:7 55:3	sent 54:2	sorry 5:23 8:24	stipulated 21:12	Taylor 2:4,5 8:3
risk 10:5	separated 39:5	sort 34:3 37:20	STIPULATIO...	11:15,22,25
Robert 3:8	series 21:10 28:5	48:8 49:7 52:5	4:13	12:8,14 14:11
Rose 3:6	serve 54:1	53:11,21	stop 8:13 10:17	15:4,7 16:18
round 45:15,15	service 31:5,12	sought 41:18	11:8 17:10	25:5,6,8,20
47:14,15	31:12,16	sounds 9:13 15:4	18:20,24 40:25	26:2,7,11
route 24:10	set 26:14 27:19	South 1:2 2:7,13	stopping 26:8	40:18 49:18
rule 15:14 24:23	44:12,13 56:10	2:21 30:3,9	stops 11:16	51:4,5,6,23
26:22 31:14	settle 54:12	43:23 44:22	straighten 37:6	52:8 54:23
42:18	settled 54:14	45:11 47:6	stranger 39:12	tea 12:20
ruled 27:1 49:9	shortest 24:10	56:3,25	Street 2:20	technical 9:1
50:9	shot 10:14	speak 5:9 6:7	stronger 35:14	11:7 13:2
ruling 7:23	should've 25:14	7:1	style 15:16	telephone 6:14
	show 15:14 19:3	speakers 16:6	submit 52:11	17:18

tell 6:21 ten 42:10,16 53:19 testify 21:19 23:8,12 56:11 testimonies 28:6 testimony 21:8 21:18 27:7 39:8,11 56:8 56:13 text 8:16 thank 8:18 10:11,21,21,21 12:14 25:3 26:12 34:24 37:16 55:1,3 They'd 13:13 thing 8:8 9:18 16:17 20:14 21:9 22:13,23 35:7,16 39:1 49:7 53:11,12 things 28:6 48:17 49:11 51:11 think 7:2 11:1 17:23 19:7 23:1 24:24 29:20 33:4 38:14 43:4,11 47:14,16 49:8 49:20,22 52:11 52:20,23 thinking 9:17 32:2 thinks 9:11 Thomas 2:4,5 thought 48:24 54:11 thoughts 37:12 40:12,15 48:10 three 33:20 53:14 three-day 14:15 Thursday 15:5,8 15:21	tie 25:25 time 11:3 12:20 12:25 13:7,14 14:23 17:18 23:3,16,17 32:12,17 33:2 34:18 35:14 38:3 41:15 43:23 48:17 50:2,14 51:17 53:22 54:18 56:9 timely 33:15 34:1,5,7 48:7 50:4 times 13:15,23 16:19 32:24 37:24 title 21:23 22:6,9 22:10 28:23 34:8 36:16,22 36:25 37:7 38:9 43:10,14 43:16,19 44:20 44:25 45:1,19 46:1,5,10 48:14 49:3,9 titled 23:24 24:2 24:5 today 5:3 6:20 52:3 told 17:6,6 34:6 Tom 25:16,17 tom@thomast... 2:8 tough 29:7 town 14:8 transaction 22:7 29:20 36:13 44:19 45:19 transcript 56:15 transcription 56:14 transfer 44:24 44:25 45:6,12 48:15	trial 14:15 trick 25:23 37:2 tried 26:19 32:4 trouble 25:24 true 21:16 56:15 truth 56:11,12 56:12 try 5:9 8:21 10:13,18 14:13 17:10 25:23 36:12 38:16 42:13 43:3 54:17 trying 8:23 12:24,25 24:10 29:17 36:17 37:25 38:15,25 41:5 42:11 Tuesday 12:19 12:20 13:3,24 15:5,8,21 16:2 turn 40:16 two 14:17,18,21 17:12 29:21 42:1,1 type 30:20 31:4 31:10 32:13,19 U Uh-oh 8:1 9:15 umbrella 7:12 21:25 underground 20:22 underlying 7:21 underrun 20:22 understand 29:4 32:4 47:16 51:7,23 understanding 29:6 understood 32:25 undivided 27:20 unfair 24:12 unjust 22:2 unmute 6:6	unmuted 7:3 Unreportable 16:5 40:24 47:11 urge 54:9,17 use 17:17 37:19 39:9 usually 11:9 V valuation 27:10 Vaux 27:9 video 1:20 8:14 9:3 10:17 11:8 17:10 18:21,24 26:8 videoconference 2:3,10,18 3:2 5:22 viewed 33:24 views 27:3 38:15 vs 1:12 W wait 18:16 37:9 53:16 waiting 13:8 52:14 53:15 waived 31:13 walk 17:19 want 5:19 8:13 21:1 24:15,22 25:22 27:5 32:1,7 37:3 38:21 40:19 48:19 51:6,11 53:7,12,22 wanted 24:7,8 29:24 47:20 48:1 52:1,13 warranty 30:3 30:20 43:25 44:16 46:12 wasn't 32:14 42:22 45:3 waste 53:21 watch 14:9	way 9:13 10:13 12:24 13:6 36:9 37:23 47:9 54:15,19 we'll 8:6 9:21 10:13 15:17 17:9,10 18:10 37:5 52:9 we're 5:1,2 12:4 20:9 22:1 23:22 33:4 35:16 36:3,9 38:24,25 39:22 42:21 45:2 51:15 we've 12:5 21:9 28:11 32:3 39:5 51:14 52:2 WebEx 14:5 17:7 18:6 Wednesday 12:19,20 13:4 15:6,21 week 15:24 16:1 51:21,24 52:5 weekend 55:5 weeks 14:17 went 25:24 34:10 39:3 weren't 34:5,6 whatsoever 31:15 White 3:4,5 31:6 Whoever's 6:1 wide 17:1 Williams 2:11 2:12 8:20 9:6 9:13 11:19 14:7 16:7,10 16:14 17:3,17 17:22 18:5,12 18:25 25:6,7 25:11,17 33:12 37:8,15,16 39:17,21 40:7
--	---	---	---	---

40:17 44:1,8 46:19 47:4,8 49:24 50:18 51:20 54:25 wise 11:1 witness 56:10 witnesses 21:9 word 10:13 work 52:18 would've 50:13 wow 9:17 written 28:25	100 39:14 1000 2:20 11:00 15:18,20 11th 1:24 5:3 12(H) 31:14	7 7 36:10 8 843.715.2230 2:22 843.785.5050 2:7 843.842.5411 2:14		
X X 4:4	2 2 29:14 2:00 13:25 14:5 2:29 55:8 20 33:24 200 2:21 2020-CP-07-0... 1:13 5:2 2021 27:16 30:24 33:19,24 2022 1:24 5:5 21st 15:24 27:15 27:16 30:24 22 2:5 22nd 15:25 16:25 17:5 25:14 32:16 33:19 29926 2:21 29928 2:7 29938 2:6,13	9 9.1 50:8 98 29:15		
Y y'all 6:1,16 13:11 14:2 16:3 25:20 40:11 43:2 47:25 48:19 49:20 51:22 52:1 53:7,14 53:25 54:9,17 55:4,5 y'all's 48:10 Yeah 5:25 11:12 13:9 37:13 44:10 49:20 year 28:8 39:5 42:8 years 17:12 53:15 Yep 45:9,10 yesterday 33:3 Young 3:8	3 31st 5:5 4 4:00 14:9 45 23:3,19 5 5 4:13 5:00 13:25 14:6 15:12 32:15 5550 2:6 56 4:24 6 60 22:4 26:22 32:9 6028 2:13 63 32:10,13			
Z 0 1 1:30 15:12,18,20 1:35 1:25 1:46 13:18 10:00 15:15				

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

RECEIVED

Oct 06 2022

SC Court of Appeals

**APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS**

**HON. MARVIN H. DUKES
MASTER IN EQUITY**

Case # 2020-CP-07-02301

**GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S.
HARRISON, III, STANLEY ROBERTS AND
DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,**

Plaintiffs,

RESPONDENTS

vs.

**STEPHANIE LORRAINE KIRKLAND, GARY
LAMONT KIRKLAND, KIETA NICOLE WHITE,
AND CHERYL KIRKLAND,**

Defendants.

APPELLANTS

**EX PARTE:
MOTION FOR ORDER FOR IMMEDIATE STAY AND SUPERSEDES BOND**

The Appellants would respectfully move this Court pursuant to Rule 241, SCRAP and particularly under the provisions of 241(c)(1), d(2) and d(6) of this Rule. for an *ex parte* Order of relief.

The ruling of the Master in Equity on September 22, 2022 has not been filed as an order due to the inordinate delay by Respondents' counsels in preparing a proposed order for the Master in Equity to review and file. Appellants would suffer irreparable harm and injury during this prolonged interval if they are compelled to wait upon the prolonged issuance of the order to present to this court as is the normal practice for the reasons set forth herein. The Appellant is prepared and willing to post a supersedes bond under such terms and conditions as this Court may find equitable and just.

Appellants would move this Court for an immediate temporary order staying the proceedings now pending in the lower court, especially the ruling of the Master in Equity issued at a hastily arranged conference meeting on September 22, 2022⁹ (see Exhibit 1 e-mail) denying Appellants' motion for a Supersedes Bond for any amount, authorizing the Respondents to sell the property; and further, that the Master in Equity would convey the unimproved "Heirs Titled "property subject of this action to the Respondents' purported buyer. (An action the Court had previously refrained from doing at the time the Respondents desired to exercise their "Right of First Refusal.)

There was a full hearing upon the motions held before the Master in Equity on September 22, 2022. (See transcript attached as Exhibit 2). The Appellants' Motion for Stay and Supersedes Bond, Exhibit 3; Appellants' Return in Opposition to Respondents'

Motion for Master's Deed, Exhibit 4; Respondents' Return in Opposition to Supersedes, Exhibit 5; Respondents' counsels delay in drafting the proposed order of the Master in Equity.

The urgency for this Court to take jurisdiction immediately and issue a temporary stay until the issue of a supersedeas bond may be fully reviewed by this Court is that if the sale of the property is completed before the ruling of the Master in Equity is embodied into an Order, the Appellants would be left without any remedy and their appeal taking to this Honorable Court may be subject to dismissal on the grounds of mootness, save a collateral action for reformation of the deed be brought in the future. The Respondents' counsels are delaying drafting the Order from the Master in Equity's ruling to the Appellants' detriment. This delay has the strong potential of prevented this court from reviewing the multiple assignments of error of law, the lack of due process of law and the denial of equal protection under the law that have occurred in this case.

Further, this Court issuing a temporary stay would prevent a fraud upon the Court being unjustly rewarded. This action was brought for Partition Sale and to Quiet Title. The Respondents have persuaded the court to issue its final order ending the case upon the intended sale of the property while no proceedings have been held to quiet the title. There exist four non probated estates among the heirs. This will also deprive the Appellants of a valuable property right -i.e. The assurance of receiving a higher price for the property once the title becomes quieted and marketable. The fraud is that the Respondents never intended to clear the title in the name of the heirs. They will wait until the property is sold and the

present heirs interest extinguished and afterward, bring a new action with the intended buyer, Rotunda, as the plaintiff.

The Master in Equity has committed an egregious error of law by not exercising any discretion within the realm of discretion dictated by Rule 241(c) (3) by not exercising any discretion in outright denying any Supersedes Bond. An action that may only be remedied by this Court that it is urgently requested by the Appellants and the Court under the premises considered; would be justified in granting.

Respectfully submitted,

The Houston Law Firm LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
843-684-0211
chouston@ houstonlawfirm.net

By: S/ Charles E. Houston Jr.
Charles E. Houston Jr.
SC Bar # 2663
Attorney for Appellants

October 4, 2022
Hilton Head Island, SC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

GEORGIA HARRISON, BARBARA
HARRISON, JOYCE ELLEN HARRISON,
WILLIAM S. HARRISON, III,
STANLEY ROBERTS, and DIANA
MENDHEIM, individually and as
agent and attorney in fact,
Plaintiffs,

v.

STEPHANIE LORRAINE KIRKLAND,
GARY LAMONT KIRKLAND, KEITA
NICOLE WHITE, CHERYL KIRKLAND,
WILLIAM CHARLES KIRKLAND,
PAULETTE KIRKLAND, PAUL T.
ALLBRIGHT, CHRISTOPHER KIRKLAND
AND SHAWN KIRKLAND,
Defendants.

Civil Action No.
2020-CP-07-02301

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VIDEOCONFERENCE HEARING

DATE: Thursday, September 15, 2022
TIME: 11:03 a.m. EDT/10:03 a.m. CDT
BEFORE: Honorable Marvin H. Dukes III
LOCATION: Remote Proceeding
Dallas, TX 75201
REPORTED BY: Sophie Caudle, Notary Public
JOB NO.: 5466494

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

ON BEHALF OF PLAINTIFFS GEORGIA HARRISON, BARBARA
HARRISON, JOYCE ELLEN HARRISON, WILLIAM S. HARRISON,
III, STANLEY ROBERTS, AND DIANA MENDHEIM:

THOMAS C. TAYLOR, ESQUIRE (by videoconference)
Law Office of Thomas C. Taylor, L.L.C.
22 Bow Circle, Suite A
Hilton Head, SC 29928
tom@thomastaylorlaw.com
(843)785-5050

CHESTER WILLIAMS, ESQUIRE (by videoconference)
Law Office of Chester C. Williams, L.L.C.
PO Box 6028
Hilton Head, SC 29938
firm@ccwlaw.net
(843)842-5411

TERRY A. FINGER, ESQUIRE (by videoconference)
Finger Melnick & Brooks
35 Hospital Center Commons, Suite 200
Hilton Head Island, SC 29926
tfinger@fingerlaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S (Cont'd)

ON BEHALF OF DEFENDANTS STEPHANIE LORRAINE KIRKLAND,
GARY LAMONT KIRKLAND, KEITA NICOLE WHITE, CHERYL
KIRKLAND, WILLIAM CHARLES KIRKLAND, PAULETTE KIRKLAND,
PAUL T. ALLBRIGHT, CHRISTOPHER KIRKLAND, AND SHAWN
KIRKLAND:

CHARLES HOUSTON, ESQUIRE (by videoconference)
The Houston Law Firm, L.L.C.
1000 Main Street, Suite 200 C
Hilton Head, SC 29926
chouston@houstonlawfirm.net

ALSO PRESENT:

Andre White
Barbara J. Harrison, Plaintiff (by
videoconference)
Earsa Jackson, Esquire, Clark Hill PLC (by
videoconference)
Georgia Harrison, Plaintiff (by videoconference)
Kay White (by videoconference)
Mark Jones (by videoconference)
Robert Young (by videoconference)
Rose Hampton (by videoconference)
Tyrone Hodges (by videoconference)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

E X H I B I T S

NO.	DESCRIPTION	ID/EVD
-----	-------------	--------

Plaintiff:

(None marked.)

NO.	DESCRIPTION	ID/EVD
-----	-------------	--------

Defendant:

(None marked.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S

THE COURT: Good morning. We're here in 2020-CP-07-02301. This is Harrison et al. vs. Kirkland et al. And this matter was scheduled for 10:30 a.m. today, the 15th of September for all outstanding motions. We're getting a little bit of a late start. It's 11:03 a.m. We had some difficulty trying to get Mr. Houston on. And Mr. Houston has decided to proceed audio only, and we can hear him just fine. And so we'll proceed that way.

Now I've got all outstanding motions. I see one motion. That is Defendants' Motion for Stay and Waiver of Supersedeas Bond or in the Alternative, a Nominal Bond Pending Appeal.

And, Mr. Houston, I'm happy to hear from you, sir.

MR. HOUSTON: Well, there are two motions, I think, Your Honor.

THE COURT: Okay.

MR. HOUSTON: The defendants have a motion, which you just identified. And I think also the plaintiffs had filed a motion for a master's deed, which I think is also on the agenda for today, if I'm correct.

THE COURT: Thank you for that

1 clarification. I should have noted that we're
2 actually having trouble with the CMS system right now,
3 so I have to open each individual document. I can't
4 scroll anymore. So I see that as well.

5 Let me ask, though: I would assume,
6 based on the nature of the motions, it makes some
7 sense to hear the defendants' motion first. Do the
8 parties agree on that? Otherwise, I ordinarily hear
9 motions, as y'all know, in the order in which they
10 were filed. Is there any --

11 MR. TAYLOR: Well, Your Honor, we would
12 agree that Mr. Houston's motion being heard first
13 would be appropriate.

14 THE COURT: Okay. Thank you so much.
15 All right then, Mr. Houston. I am
16 happy to hear from you, sir.

17 MR. HOUSTON: Okay. The first thing I
18 want to point out to the Court, Your Honor, is that we
19 have a duty to be candid and honest with the Court in
20 writing our briefs and in the factual representations
21 we make to the Court. And in that light, I give
22 reference to the brief filed yesterday evening by the
23 defendants citing the controlling statute pertaining
24 to the granting of a stay and supersedeas, which was
25 an error and very misleading. The statute that is

1 controlling is basically 16-6-270. Hold on. I'm
2 going to make sure I'm giving you the right number.
3 This is very small print coming off of
4 the -- otherwise, the ones that the defendants had
5 cited in their brief pertains to money judgments, and
6 that's not the category of our particular case. We're
7 not involved with a money judgment. We're
8 involved -- which I think that the statute they quoted
9 was I think 240. And the controlling one is 270.

10 And that is an order, you know, for the
11 sale of property in which the standards apply
12 different and the supersedeas bonds are much lower.
13 Under 270, basically the only bond that is required is
14 a bond to cover any waste to the land. And since this
15 is undeveloped property, you know, there can be no
16 damage done to it. No one is using it or occupying it
17 or having any activity upon the property. So the
18 property would be preserved in its natural state
19 during the pendency of the appeal.

20 And the formula that the statute sets
21 forth is the difference between the present value or
22 use of the property at this time compared with what it
23 would be at the time the appeal process would have
24 been resolved and completed. So here, we're dealing
25 with raw land, so we're only dealing with a nominal or

1 really no supersedeas bond at all. The --

2 THE COURT: I'm listening, sir. Keep
3 going.

4 MR. HOUSTON: Okay. The second point I
5 want to bring to the Court's attention is that the
6 order itself is vague, and the plaintiffs have not
7 conformed to it. This order was issued back in
8 October. And in January, I believe, the defendants
9 requested an additional amount of time to complete the
10 contract. This is September 2022. And as yet, there
11 has been no announcement that a valid contract exists.
12 And your order speaks to a valid contract. And since
13 there is no valid contract, that makes the order
14 voidable.

15 Additionally, the order didn't put any
16 definitive time frame in it, which it should have.
17 But in any event, back in January, they asked for
18 additional 60 or 90 days, and they weren't able to
19 produce. So we're being asked to post a bond on an
20 order, and the order itself is not concrete as to its
21 terms.

22 MR. FINGER: This is Terry Finger. At
23 the risk of interrupting, there is a valid contract
24 between my client, Rotunda Land Company, and the
25 plaintiffs. It is still in existence. We have been

1 waiting, ready, willing, and able to close. We just
2 keep -- every time we get close, there's another
3 appeal or another motion or something like that. But
4 there is a contract in place between the parties that
5 are referenced earlier in these transactions.

6 MR. TAYLOR: And copies had been
7 delivered to Mr. Houston prior.

8 THE COURT: Okay. All right. Thank
9 you.

10 Mr. Houston, go ahead and finish if you
11 would, please.

12 MR. HOUSTON: What is the date of the
13 contract? We've never been provided a complete
14 contract. The only thing we've heard of is that
15 requested another extension.

16 THE COURT: Do y'all have the date of
17 the contract?

18 MR. TAYLOR: Chet, can you help me with
19 that?

20 THE COURT: -- muted.

21 MR. TAYLOR: Turn your volume on,
22 Chester.

23 MR. WILLIAMS: Yeah. Your Honor, I'm
24 looking at a copy of an e-mail that I sent to
25 Mr. Houston on January 6 of this year that had a copy

1 of the fully executed contract attached to it.

2 THE COURT: Okay. Thank you.

3 MR. WILLIAMS: And --

4 MS. JACKSON: And, Your Honor, if I may
5 add, I think that what was provided had an expiration
6 date or a deadline by which to close. And I believe
7 that he's referring to documentation of an extension
8 of that deadline.

9 MR. WILLIAMS: Correct. And there have
10 been several extensions. And at this point, though,
11 there is a valid contract out there. Neither the
12 buyer nor the seller have taken any action to put the
13 other in default. And both the buyer and the seller
14 agree that there's a valid contract.

15 THE COURT: Okay. Thank you.

16 Mr. Houston, go ahead and --

17 MR. HOUSTON: Okay.

18 THE COURT: Yes, sir.

19 MR. HOUSTON: I'm raising the question
20 of the validity of a contract that they have come to
21 court and say, "This is the contract that's signed."
22 You know, for all we know, at some time, they may have
23 had a tentative contract that's now void.

24 THE COURT: Well, they have both sides
25 to the contract on this call, and they claim the

1 contract still exists. But -- go ahead.

2 MR. HOUSTON: That's lawyer's talk.
3 That's not producing the document.

4 MR. FINGER: Am I being accused of
5 misrepresenting my client?

6 MR. HOUSTON: You know, all we
7 concerned, they could say they have a verbal contract.

8 THE COURT: Okay. Well -- everybody
9 hold up a second. So I assume there's no objection to
10 sending Mr. Houston the latest contract extension if
11 he doesn't already have it. But that might resolve
12 that issue if it is an issue.

13 But so, Mr. Houston, go on with your
14 motion if you would, please, sir.

15 MR. HOUSTON: All right. But that's
16 the other point. The third point, Your Honor -- the
17 other matter. But those are the two salient points.
18 Plus the other points I've outlined in our brief. But
19 those are the two salient points that I want to bring
20 to the Court's attention now. One, we received it
21 under the incorrect statute, and that 270 controls as
22 the standard there. And the other one is that the
23 question about whether or not there is a valid
24 contract to substantiate the Court's order.

25 THE COURT: Okay. All right. Thank

1 you so much, sir.

2 MR. HOUSTON: -- says that they compel
3 it. They can enter the contract if they have it. If
4 they have it, come forth with the contract.

5 THE COURT: Okay.

6 MR. WILLIAMS: Well, that's simply not
7 true, Charles -- in March. It's the same contract.

8 THE COURT: Y'all hold on one second.
9 Let me make sure Mr. Houston is finished, and then
10 I'll be happy to hear the opposition to his motion.

11 So, Mr. Houston, anything else, sir?

12 MR. HOUSTON: Well, Your Honor, yes.
13 What I would say is that if they don't want to show
14 the contract to us -- which they should -- but that
15 they at least show it to you that they have a valid
16 contract and not a contract -- and not a contract
17 dependent upon the logic contingencies.

18 MR. WILLIAMS: If I may, Your Honor.

19 Charles, did you not get that e-mail
20 that I sent you in January with the copy of the
21 contract attached to it?

22 MR. HOUSTON: I may have, but I don't
23 have it in front of me. It's not been filed of
24 record.

25 MR. WILLIAMS: Well, it didn't bounce

1 back to me, so I have to assume that you got it. So
2 you do have the contract. So --

3 MR. HOUSTON: I'm not denying that you
4 sent me something. Right. But what I'm saying is --

5 MR. WILLIAMS: -- that we hadn't
6 provided it to you.

7 THE COURT: Yeah. We're making it
8 really difficult for our court reporter who's trying
9 to --

10 MR. WILLIAMS: I apologize.

11 THE COURT: -- take down everyone's
12 voices at once.

13 But let me do this: Mr. Houston, I
14 want to make sure you've told me everything you want
15 to tell me. Is there anything else, sir?

16 MR. HOUSTON: Well, we're talking,
17 basically, about a reasonable supersedeas bond. And
18 what we request is that the requirement of supersedeas
19 be waived or, if it can't be waived, let just some
20 nominal amount be established under the provisions of
21 the section 70 of that. I think it's 16-12-70 statute
22 dealing with appeals.

23 THE COURT: All right. Thank you.

24 MR. HOUSTON: If it's not granted, the
25 defendants will suffer irreparable harm and with the

1 potential, you know, that the appeal could be
2 dismissed as moot.

3 THE COURT: All right.

4 MR. HOUSTON: Yeah. The plaintiffs
5 have shown no prejudice. They have made the argument
6 about the economic factor, but that's frivolous.
7 You're talking about a development that's probably ten
8 years to twelve years into development. And basically
9 whatever the economic environment may be at the
10 moment, that's subject to change. And we're looking
11 at an extended period of time. I know my clients have
12 budgeted at least 75 million for the development of
13 this property. So where the stock market is today or
14 might be within the next few days, that is irrelevant
15 and not even taken into consideration for someone
16 who's going to make a major development. I mean,
17 everything on Hilton Head that's been built was
18 usually planned during bad times, so by the time they
19 built it, the good times are there. So I think that
20 their argument is misplaced and frivolous and carries
21 no substantial weight for consideration.

22 THE COURT: All right. Thank you so
23 much, sir. I appreciate it.

24 MR. HOUSTON: I also give reference
25 to --

1 THE COURT: Oh, go ahead.

2 MR. HOUSTON: -- all the other points I
3 made in my brief. But for the brevity of time, I
4 don't want to dwell on each one at that particular
5 moment, Your Honor. But I'll ask you to read the
6 brief and take those other factors in consideration.

7 THE COURT: Thank you so much, sir.

8 All right. I'm happy to hear anything
9 in opposition.

10 MR. TAYLOR: Your Honor, good morning.
11 Tom Taylor on behalf of the petitioning plaintiffs.
12 Judge, first, to deal with the issue of the contract,
13 let me be as clear as possible: I, with 38 years of
14 experience in front of -- Chet Williams, who is also
15 here on behalf of the plaintiffs, and Terry Finger
16 have affirmatively represented to the Court this
17 morning that there is a valid and existing contract
18 between Rotunda and the plaintiffs for the sale of
19 this property at \$9,750,000. That contract has been
20 previously provided to Mr. Houston. Copy of it will
21 be provided to Mr. Houston within an hour of this.

22 And, Your Honor, I draw the Court's
23 attention to the fact that in his motion, there is not
24 a word contending that there is not a valid contract
25 in existence. I have no idea where this issue came

1 from this morning. And certainly we could have
2 provided it prior to this had there been an issue
3 raised about it. But it is in existence, and it is
4 valid from both perspectives.

5 And, Mr. Finger, I'd ask you to confirm
6 that.

7 MR. FINGER: That's correct,
8 Your Honor.

9 MR. TAYLOR: All right. Judge --

10 MR. HOUSTON: My point is that they
11 have a contract, but it may not be a contract for a
12 complete sale. When is the closing date? Does the
13 contract specify a closing date?

14 THE COURT: Why don't we do this? I
15 understand that the contract is to be e-mailed to you,
16 Mr. Houston. And I'll let you tell me whatever else
17 you want to tell me once Mr. Taylor finishes. Why
18 don't we just try to keep it back and forth rather
19 than all at once? It makes it --

20 MR. HOUSTON: Well, Your Honor, I'm not
21 the person who's going to be the finder of fact.
22 E-mailing it to me doesn't accomplish anything. I
23 think that basically it should be submitted for your
24 review to see if it's a current and exercisable
25 present contract or if it's just a contract with the

1 intent to purchase with a lot of contingencies
2 contained in the contract.

3 THE COURT: Would y'all copy me with
4 the contract when you copy Mr. Houston again with it,
5 please? So --

6 MR. WILLIAMS: Your Honor, I've just
7 sent it to Mr. Houston. I've copied you. I've copied
8 Heather. I've copied Ms. Jackson. I've copied
9 Mr. Taylor. I've copied Mr. Finger. And --

10 MR. HOUSTON: Thank you for that.

11 MR. WILLIAMS: -- it does provide for a
12 closing date, I think, on March 22nd. However,
13 because of the defendants' actions in this
14 matter -- the dilatory actions of the
15 defendant -- we're not in a position to close yet.
16 We're waiting -- well, we are as long as Judge Dukes
17 grants our motion to sign a master's deed. Then we'll
18 be able to close. And neither party has taken any
19 action steps to put the other party into default.

20 THE COURT: Okay. Thank you so much.

21 All right. Mr. Taylor, go on, please.

22 MR. TAYLOR: Your Honor, thank you.

23 Your Honor, focusing on the motion at
24 hand -- Mr. Houston's motion which is entitled Motion
25 for Stay and Waiver of Supersedeas Bond -- we filed a

1 memorandum yesterday afternoon. Mr. Houston has
2 discussed it. Your Honor, this entire issue has
3 already been decided. As the Court is aware,
4 Mr. Houston has filed the notice of appeal with the
5 Court of Appeals, and that was filed on March the 9th
6 of 2022. On March the 17th of 2022, Mr. Houston filed
7 a motion pursuant to Rule 241(a), asking the Court of
8 Appeals to declare an automatic stay. And by order of
9 June 23, 2022, the Court of Appeals denied that motion
10 and stated specifically that the relief sought
11 required the posting in writing with two sureties
12 guaranteeing the property will not be wasted while the
13 appeal is pending. The Court of Appeals has
14 already -- and then -- asked for a reconsideration of
15 that. And after another two months, the Court of
16 Appeals denies the motion for reconsideration. The
17 Court of Appeals judge has already ruled that pursuant
18 to Rule 241, there is no automatic stay in this
19 matter, and that if there is going to be one,
20 Mr. Houston has to apply on behalf of his clients for
21 a supersedeas, and then this Court will decide what
22 that supersedeas, if it should be granted, should also
23 be bonded off with.

24 And, Your Honor, we would maintain very
25 strongly, as we have in every hearing that has been

1 held of this matter, that the continuing delays on the
2 sale of this land put at risk very much the \$9,750,000
3 price, which, Your Honor, I would remind the Court, is
4 a benefit to not only the plaintiffs, but to the
5 defendants because everyone is going to share in this
6 sale price pursuant to the previously agreed-upon and
7 court-ordered ownership percentages. There's nothing
8 about that that is in question anymore. The only
9 question is, how long are we going to delay until we
10 sell this land?

11 Your Honor, the motion is controlled by
12 Rule 241. Mr. Houston has talked a little bit about
13 the code. Because he raised that in his motion, I
14 attempted to address it for the Court's benefit.
15 Judge, what he is talking about is Section 18-9-130,
16 which I quote in my brief. And Mr. Houston talked
17 about 18-9-17, which may arguably be the more
18 appropriate code section to look at. But provides in
19 the same light, Judge, that a surety has to be taken
20 out to affirm that there is no waste committed on the
21 land. And, Judge, we don't know of anything that
22 could be more wasteful to all the people involved in
23 this process than to have a \$9,750,000 contract, which
24 was executed at the time when land sales were probably
25 40 to 50 percent higher than they are right now, given

1 what has occurred with the real estate and stock
2 market. And we urge the Court to deny the motion for
3 any type of nominal bond and to grant the motion only
4 upon a ordering and a rendering of a bond of
5 \$9.75 million in order to secure this property and to
6 secure the contract until the Court of Appeals can
7 rule upon the matter.

8 THE COURT: Now I've got --

9 MR. HOUSTON: -- interrupt --

10 THE COURT: All right, Mr. Houston.

11 MR. HOUSTON: In response -- again,
12 Counsel is citing the wrong statute. It's this 170
13 that controls the situation. This is not a judgment
14 for the payment of money. If this were a judgment for
15 the payment of money, what Counsel is proffering to
16 the Court would be correct. But Counsel knows, being
17 a learned lawyer, that this is not the nature of what
18 we are involved with -- order to sell property. Okay?

19 The second thing is, we have not
20 engaged in any dilatory practice. We have exercised
21 every right we have under the law because of the
22 deceitful manner in which the plaintiffs' counsel have
23 proceeded with this case. Not only with the due
24 process violation, but also with not proceeding to
25 permit the granting of a deed to the defendants when

1 they were requested to exercise their right of first
2 refusal.

3 The second thing is, they had no
4 intentions of going through with this action. They
5 said that this was an action to quiet title. But they
6 had no intent to take it that far. And they knew at
7 the inception of the action that there were four
8 outstanding estates. And so what their game plan was,
9 was to just take it as far as getting a order to sell,
10 and I don't know how they're going to close on any
11 quitclaim deed. But even if they do close on a
12 quitclaim deed, then what they're going to do is going
13 to bring another quiet title action, and then that
14 quiet title action alleged that my defendants have
15 already conveyed their interest in the property. And
16 that's deceitful. You know, when they said that
17 they're bringing an action to quiet title, that
18 actually stops my defendants from doing that. If we
19 have wanted to create a title, we wouldn't have been
20 able to do so because there was an action pending.

21 So the counsel for the plaintiffs have
22 not pursued this matter in good faith by not
23 proceeding to complete the cause of action that they
24 instituted. You know, that they stopped at the
25 halfway mark. So you know, to accuse of us any

1 dilatory practice is misplaced.

2 MR. WILLIAMS: If I may, Your Honor.

3 THE COURT: Go ahead, please, sir.

4 MR. WILLIAMS: Mr. Houston simply is
5 absolutely wrong in his assertion that there were four
6 open estates at the time of the consent order that
7 quieted title. At that point, all of the co-owners of
8 the property were living and alive. It's only because
9 of the defendants' dilatory actions through this that
10 four open estates are now out there. But, Your Honor,
11 you've addressed that before, and the way you handled
12 that is the property is sold; any amounts that are due
13 to those estates go into the registry of the court
14 until the estates are probated; they can then be
15 distributed from there.

16 THE COURT: Thank you.

17 MR. TAYLOR: Your Honor --

18 MR. HOUSTON: Your Honor, that consent
19 order is a subterfuge. Even in a criminal case, you
20 can't convict the defendant on just a confession; you
21 have to have some other collateral evidence. And in
22 this situation, they tried to substitute a consent
23 order in lieu of having an evidentiary hearing. And
24 because even the consent order, everybody couldn't
25 consent to it because some people had died.

1 MR. TAYLOR: Your Honor. Tom Taylor.

2 MR. HOUSTON: So that was another
3 subterfuge and misrepresentation of a nature.

4 MR. WILLIAMS: And I take offense at
5 being inferred -- not inferred -- absolutely stated
6 that we are doing anything underhand.

7 THE COURT: Thank you.

8 Mr. Taylor, you had something you
9 wanted to add.

10 MR. TAYLOR: Yes, sir, Your Honor.
11 Your Honor, for the record, all of this discussion
12 about the topics that Mr. Houston is now throwing out
13 there is inappropriate in this motion. Mr. Houston
14 can make those arguments if he likes to the Court of
15 Appeals via his appeal, but they are inappropriate at
16 this point.

17 And biting my tongue as hard I can,
18 Judge, I want to again say I take great offense at
19 this. And I know, Judge, you don't want to hear this,
20 but, Your Honor, Mr. Vaux representing the defendants
21 a year and a half ago consented to the ownership
22 because everyone knew that it was the right thing to
23 do. And there is a court order as to that in the
24 file. And to just be marching the law and throwing
25 out these allegations of deceit on behalf of me and

1 Chet and our plaintiffs is just factually wrong, and
2 it's just morally wrong --

3 MR. HOUSTON: You know -- in any case
4 in the history of South Carolina jurisprudence where a
5 consent order is accepted in lieu of a
6 statutory-required evidentiary hearing.

7 MR. TAYLOR: That's just bizarre to
8 even say.

9 MR. WILLIAMS: Yeah. I suggest that
10 there's been jurisprudence that says you can't do it.

11 THE COURT: Well, let's do this: I'm
12 going to try to read the statutes y'all have given me,
13 try to figure out what "waste" means, look at all of
14 this, and try to let y'all know something. I know
15 it's gone on forever. I see something popped up. I
16 guess somebody sent me the contract a minute ago. I
17 hadn't looked at it yet, of course.

18 MR. WILLIAMS: I did, Your Honor.

19 THE COURT: But I'll take a look at all
20 of it. This is the case -- and I got several of these
21 cases, of course, that sometimes run into one another
22 in my mind. But, Mr. Houston, your clients represent
23 what percentage ownership of the whole?

24 MR. TAYLOR: One point one percent.

25 MR. HOUSTON: Your Honor, the

1 percentage doesn't have anything to do with equitable
2 rights.

3 THE COURT: I'm sorry. I didn't hear
4 that, sir.

5 MR. HOUSTON: I said percentages has
6 nothing to do with equitable rights. And so far, if
7 we want to make comparisons, we've offered more money
8 than their alleged contract calls to pay --

9 THE COURT: My question didn't have
10 to --

11 MR. HOUSTON: -- communicated -- let me
12 finish, please.

13 THE COURT: Go ahead, please, sir.

14 MR. HOUSTON: This wasn't communicated
15 to their clients. Their clients don't know that we
16 took more -- that they would see more money under our
17 offer than they would under this present contract.

18 MR. WILLIAMS: Your Honor, the
19 contract --

20 MR. HOUSTON: -- the essence of what
21 I'm saying is percentages doesn't mean anything. The
22 thing that should be considered is, what is the
23 maximum benefit to the greatest number of people? And
24 the contract that the money amount offer we offered
25 would be, whether or not we're just a small minority

1 or not.

2 MR. WILLIAMS: Your Honor, please.

3 Your Honor --

4 MR. HOUSTON: -- well, minority doesn't
5 come into the equation.

6 MR. WILLIAMS: Yeah --

7 THE COURT: Charles, you tell us when
8 you're finished because it sounds like you're
9 finished, and then you'll start again. So tell me --

10 MR. HOUSTON: I'm finished on that
11 point.

12 THE COURT: Okay. Thank you so much.

13 MR. HOUSTON: You were raising the
14 thing about the percentage.

15 MR. WILLIAMS: If I may, Your Honor.
16 This contract that Mr. Houston keeps talking about
17 isn't signed. It never has been signed. And it
18 provides for, as I recall, a new 180-day due diligence
19 period within which the prospective buyer can cancel
20 the contract.

21 The Rotunda contract that's in place
22 right now, the addenda to the contract state that the
23 due diligence periods have already run, they can't
24 cancel the contract anymore under it, and the title
25 examination periods have run. Mr. Finger, of course,

1 will want to update title from the last -- but there
2 are no more contingencies left in the Rotunda
3 contract.

4 The contract that Mr. Houston keeps
5 talking about that doesn't actually exist because it's
6 never been signed has all sorts of contingencies in it
7 during which period of time the buyer can just walk
8 away and leave all of the owners of the property
9 holding a bag full of nothing. Thank you.

10 MR. TAYLOR: Your Honor --

11 MR. HOUSTON: Counsel, it wasn't --

12 MR. TAYLOR: Your Honor --

13 MR. HOUSTON: It wasn't offered as a
14 contract. It was an offer.

15 MR. WILLIAMS: But you keep saying
16 "contract," Charles.

17 MR. HOUSTON: No. I said we made an
18 offer.

19 MR. WILLIAMS: No. You said
20 "contract."

21 MR. HOUSTON: -- that exceeds
22 what -- let me clarify that: I said that the
23 defendants made an offer that, if it were accepted,
24 would be a greater benefit to the heirs than what they
25 would receive on the proposed contract with Rotunda.

1 MR. WILLIAMS: If it in fact ever
2 closed, which it very well might not do.

3 MR. HOUSTON: Well, you know, that
4 could be applicable on both sides.

5 MR. WILLIAMS: No. Because on the
6 Rotunda side, all the due diligence periods have run.

7 THE COURT: All right. Let's do this
8 rather than y'all arguing back and forth. I
9 appreciate the spirited banter. But let me ask y'all
10 a practical question here with regard to Mr. Houston's
11 motion: If in fact I were to set a bond, and if in
12 fact we had a downturn in the economy, which is -- the
13 economy goes up; it goes down. It's been up; I mean,
14 common sense dictates, it will be down at some point.
15 When? How much? Who knows? Wish I knew. But nobody
16 really knows that. But it would be inconceivable that
17 this property would drop to zero. It certainly is
18 conceivable -- I think we all probably remember
19 2008/2009 when things fell to 50 percent of their
20 previous value in Beaufort County. I'm sure it was
21 worse in other places. I guess if I were to
22 say -- because I don't think a nominal bond protects
23 against waste. And "waste" is, I believe, the
24 applicable word if I use 170, as Mr. Houston wants me
25 to do, which may very well be exactly right. But that

1 doesn't mean that number is zero. And it doesn't mean
2 the number is the entire value of the property.

3 MR. HOUSTON: Your Honor, if I may
4 interrupt. I think the --

5 THE COURT: Sure.

6 MR. HOUSTON: -- statute does say that
7 the bond would cover any, I think, diminution in
8 value.

9 THE COURT: Right. And so we've got a
10 value right now of the contract price of nine million
11 whatever. If the value is diminished by operation of
12 the economy, by comet hitting Hilton Head, by, you
13 know, anything, then there's a diminution of value.
14 The question is, what is that diminution of value?
15 Nobody really knows that. Again, it's not going to
16 zero. I mean, unless somebody discovers that the
17 place is a toxic waste dump or something, and I'm sure
18 that's already been explored. So is it going to
19 50 percent? Is that a safe bet? I don't know. I
20 don't know the answer to that. I don't know if y'all
21 have any thoughts. Again, I don't think it goes to
22 zero. But if the economy drops, it certainly goes
23 below nine. Any thoughts on that?

24 MR. HOUSTON: Well --

25 MR. TAYLOR: Your Honor --

1 MR. HOUSTON: -- Your Honor, they've
2 already assumed that risk in a sense that they said
3 that they're ready to go to contract now. So if the
4 economy drops, they're buying property that the value
5 could go down three months from now.

6 THE COURT: Property buying's a risky
7 undertaking. I'll grant you that.

8 MR. WILLIAMS: Yeah. Your Honor, I
9 think one of the real risks here is that if you do
10 grant the supersedeas and the bond is posted, then
11 there's a chance that Rotunda walks away. And then
12 the bottom drops out, and next time we go to sell the
13 property, instead of nine million seven fifty,
14 someone's only willing to offer four million --

15 THE COURT: Exactly. That's --

16 MR. WILLIAMS: -- the risk. Yes.

17 THE COURT: That's the risk. And I
18 think that's one of the things "waste" means:
19 Diminution of value. I just don't know what that
20 number is. I mean, again, historically, I think most
21 of us on the thing here remember the last recession
22 and the amount things dropped, which was a lot. But I
23 don't --

24 MR. HOUSTON: But, Your Honor --

25 THE COURT: Go ahead, sir.

1 MR. HOUSTON: Your Honor, during this
2 recession, the price of property on Hilton Head has
3 gone up 35 percent.

4 THE COURT: -- well, we're not in a
5 recession yet. But you know, and so I don't know. If
6 I knew --

7 MR. WHITE: Judge Dukes --

8 THE COURT: -- I'd be living on a yacht
9 in the Med, you know, calling into my broker. But
10 it's --

11 MR. WHITE: Well, Judge Dukes, that's
12 why it goes to the point that you should assume that
13 it's zero; right? Because there could be no potential
14 market at all. Like, we shouldn't say that
15 it's -- you can't determine --

16 THE COURT: I appreciate your input,
17 Mr. White, and I appreciate your expertise. But I
18 think there's always a market, again, unless there's
19 something like an oil spill or --

20 MR. WHITE: Well, no. I was just
21 saying, it's not a market that you can predict; right?
22 So, therefore --

23 THE COURT: Oh, absolutely. Yeah --

24 MR. WHITE: Therefore, we have a market
25 that has been set. So you assume that we would lose

1 the entire market. Right? You don't assume 50, 30.
2 You assume that it's either you have the market now,
3 or you have no market. So the value is 9.75, and
4 that's where we're at today. So we're at risk of
5 losing all of it.

6 MR. TAYLOR: Your --

7 MR. WHITE: We can --

8 MR. TAYLOR: Your Honor --

9 MR. WHITE: We can transact on that.
10 We can't transact on a future value that no one knows.

11 THE COURT: You and I may have to agree
12 to disagree on --

13 MR. WHITE: Okay.

14 THE COURT: -- this property would go
15 to zero. You know, there'd be some takers at a
16 dollar, I can tell you.

17 MR. TAYLOR: Your Honor.

18 THE COURT: Yes.

19 MR. TAYLOR: Your Honor, if I may just
20 one second. Judge, I think that it would be
21 appropriate to take a step and to talk for a second
22 about the overall historic aspect of why this
23 supersedeas bond statute rule is in place. And what
24 it is in place for, Judge -- I know I don't need to
25 remind the Court, but I like to remind everybody -- is

1 that the legislature and the court system came
2 together and said, once a full Circuit Court trial has
3 been set and once it has gone through and once a order
4 has been entered, then it is presumed, until
5 overturned, that that order is correct. And in order
6 to secure that, we're going to post a high bond
7 requirement because if someone who loses in Circuit
8 Court wants to continue on and delay things by two
9 more years, then they must go and bear the burden of
10 the responsibility of insuring that.

11 And such I assume -- and speaking on
12 behalf of the plaintiffs, I agree that there's very
13 little chance that property would go to zero. But it
14 is within this Court's discretion -- and I would urge
15 the Court to err on the side of protecting all of the
16 property owners, including Mr. Houston's people, and
17 require at least a 50 percent amount, Judge, which
18 would be \$4,850,000. Because to do anything less than
19 that and require them to not put anything substantial
20 will only continue to encourage the behavior of
21 stopping everything they can by filing every single
22 motion they can. With the respect that I have for
23 Mr. Houston after many years of knowing him, there's
24 no other way to put it but that that is the strategy
25 in this case. And clearly, that is exactly what they

1 intend to do is try to wait this out until such time
2 as somebody offers to make a deal with them. And it's
3 not right.

4 Judge, you've heard the evidence.
5 You've entered your order. And if they want to put a
6 stay on this case and stop us from completing the
7 sale, they need to put up a serious bond.

8 THE COURT: Okay. All right. I think
9 I got the big picture.

10 MR. HOUSTON: Your Honor.

11 THE COURT: Yes, sir. I'll give you
12 one quick, final word, Mr. Houston. Mr. Houston?

13 MR. HOUSTON: Okay. Another factor
14 that, in this statutory scheme that the legislature
15 has provided for has been also the financial posture
16 of the party seeking the supersedeas bond. You know,
17 if a defendant is well-heeled, in the statute which
18 Counsel had cited before, they're required to pay more
19 than the maximum. But if they don't fall in that
20 category, the statutory scheme is that they would pay
21 a lower amount because the Court looks at the welfare
22 of the person who is required to put up the
23 supersedeas bond.

24 MR. TAYLOR: Judge, you can't tell me
25 that I'm absolutely wrong on the statute --

1 MR. HOUSTON: So --

2 MR. TAYLOR: -- rely on.

3 MR. HOUSTON: -- just taking an
4 arbitrary calculation between full and zero and set it
5 at 50 is basically not appropriate. There's no sound
6 basis that the property would, within the course of a
7 year and a half, diminish from the present appraised
8 value down to zero --

9 THE COURT: I don't think it's going to
10 zero. I don't disagree with you there.

11 MR. HOUSTON: And I don't think it's
12 going to go to half. There's no --

13 THE COURT: I would've said that --

14 MR. HOUSTON: -- drop 50 percent in
15 value. If anything, it's going to go up.

16 THE COURT: You know, historically,
17 there are plenty of drops. But --

18 MR. HOUSTON: -- you know, because of
19 its uniqueness, the value is going to go up. There is
20 no more waterfront property on Hilton Head.

21 THE COURT: All right. Well, let me do
22 this. Y'all have given me stuff to consider, and I've
23 got something after this. And I've got to deal with
24 that and some other things. But I will try to get
25 back with y'all by the end of the day Monday with

1 something on this. I know that time is of the essence
2 for all parties. And --

3 MR. WILLIAMS: And there's still one
4 other outstanding motion there, Your Honor.

5 MR. TAYLOR: Your Honor, I realize,
6 Your Honor, that you need to move forward. Judge, can
7 we just --

8 THE COURT: It was the flip side of the
9 other motion; right? It's either grant a supersedeas,
10 set a bond, or issue the master's deed; right? I
11 mean, I'm happy to hear it. But I mean, it's --

12 MR. WILLIAMS: That's a fair way
13 to -- yes.

14 MR. TAYLOR: Judge, I don't mean
15 to -- I don't mean to take up your time. If you will
16 just review the motion filed on March the 14th of 2020
17 requesting it. You're exactly right, Your Honor.
18 That is the position.

19 THE COURT: Okay. I mean, I don't mean
20 to shortchange --

21 MR. HOUSTON: Your Honor --

22 THE COURT: It's a coin flip; right? I
23 mean, it's one or the other.

24 MR. TAYLOR: Yes, Your Honor.

25 THE COURT: All right. Any --

1 MR. HOUSTON: Your Honor, before you
2 rule on that other motion in reference to the master's
3 deed --

4 THE COURT: Yes, sir.

5 MR. HOUSTON: -- I will have a
6 memorandum in to you probably by tomorrow or next day.
7 But the salient point I want to make in reference to
8 that is that there's no statutory provision granting a
9 Master in Equity authority to grant a master's deed in
10 an action to quiet title, which this one is. Now
11 there is one code section --

12 MR. WILLIAMS: No.

13 MR. HOUSTON: -- under the section of
14 partitioning that does permit that. But that's only
15 when the action is just for partition. So here, where
16 the action is to quiet title, there are other
17 procedural requirements that have to be met. And
18 there's nothing under this section that gives any
19 authority to a Master in Equity to issue a master's
20 deed. You know, most of the times in partition
21 action, the parties may have a fee simple title
22 already. Or it's just a matter dividing -- making a
23 physical division of the land. But this is an action
24 to quiet title in which a further finding has to be
25 made --

1 THE COURT: Okay.

2 MR. HOUSTON: -- on the action to quiet
3 title, there's no statutory authority for the Master
4 in Equity to grant a master's deed.

5 MR. TAYLOR: And, Your Honor --

6 THE COURT: Go ahead.

7 MR. TAYLOR: -- our position is, that's
8 just wrong, that the Pinckney Act clearly provides
9 that, once the statutory scheme has gone through, once
10 the minority owners have been given the opportunity to
11 purchase the majority owners' interest out and that
12 time has past, which it undoubtedly has here, that the
13 only way to then implement the Pinckney Act scheme is
14 for the judge to enter and be willing to sign the deed
15 as we have asked. And we would, once again,
16 Your Honor, ask the Court to do that.

17 MR. WILLIAMS: Yeah. And if I may,
18 Your Honor --

19 MR. HOUSTON: No, you're not going
20 to --

21 MR. WILLIAMS: Mr. Houston --

22 MR. HOUSTON: No, you're not going to
23 find any language to that --

24 MR. WILLIAMS: If I may --

25 MR. HOUSTON: -- Act.

1 THE COURT: Okay. Hold on one
2 second -- Mr. Williams is talking. Then I'm happy to
3 hear from you, Mr. Houston.

4 MR. HOUSTON: Go ahead and proceed,
5 Chet. Go ahead and proceed.

6 MR. WILLIAMS: Your Honor, Mr. Houston
7 simply is wrong. This is an action to do two things:
8 It was initially filed to quiet title and to partition
9 the property. The quiet title was solved back in May
10 of last year. That issue was resolved, and all we're
11 dealing with now is the partition. And clearly in the
12 context of partition, you have the ability to issue a
13 master's deed to resolve that partition. Thanks.

14 THE COURT: All right. Well, let's do
15 this: Charles, you said --

16 MR. HOUSTON: Your Honor. Your Honor,
17 there is -- title property was not resolved. It still
18 is title property.

19 THE COURT: Okay. Well, let's do this.
20 Charles, I understand -- you wanted to draft something
21 and said you'd get it in today or tomorrow. Is that
22 right?

23 MR. HOUSTON: Yes. Right.

24 THE COURT: Okay. And then I'm sure
25 the other side would like a quick response to that,

1 which I assume I'd get before --

2 MR. HOUSTON: But this is a
3 rebuttal -- this is a rebuttal to their brief. That's
4 what it is.

5 THE COURT: Oh, okay. Well, let's do
6 this.

7 MR. HOUSTON: While you may not have
8 seen it yet, but yesterday evening, they submitted a
9 memorandum in support of their motion. And I was
10 going to --

11 MR. TAYLOR: That's not right, Judge.
12 The memorandum was only an opposition to Mr. Houston's
13 motion. It did not address the master's deed because
14 he has not objected to that before right now.

15 THE COURT: Why don't we do this,
16 Mr. Houston? You're going to send me something on the
17 master's deed authority, and I understand that --

18 MR. HOUSTON: Correct.

19 THE COURT: -- the other side will
20 submit something solely on that particular topic --

21 MR. TAYLOR: Yes, sir.

22 THE COURT: -- in response. I had said
23 I'd try to get something done by Monday afternoon.
24 Why don't we see if y'all can get me whatever you're
25 going to get in response to whatever Mr. Houston's got

1 Monday if you can. And then I'll try to deal with
2 this Tuesday or Wednesday or so. But as soon as
3 possible. All right. Anything else we can do for
4 this record then?

5 MR. TAYLOR: Not on behalf of the
6 petitioners, Judge.

7 MR. WILLIAMS: Thank you, Your Honor.

8 THE COURT: Thank you.

9 All right. Mr. Houston, anything else,
10 sir?

11 MR. HOUSTON: I think that much more
12 could be said, but I think enough has been said with
13 the time we have allotted, Your Honor. And I think
14 that both sides have been able to convey to you their
15 salient arguments.

16 THE COURT: All right. I appreciate
17 it. As usual, in any case that's contested, I always
18 encourage the parties to see if there's some way to
19 get together and resolve the whole thing. If not, I
20 understand completely. And I will await Mr. Houston's
21 memo and then the response to that and try to get on
22 it as quickly as possible. Y'all have a --

23 MR. HOUSTON: And also --

24 THE COURT: Yes, sir.

25 MR. HOUSTON: Your Honor, you also said

1 you would review the sufficiency of this alleged
2 contract.

3 THE COURT: That was sent to me, and I
4 will take a look at it. So thank you so much.

5 All right. Y'all have a good day.
6 Thank you so much.

7 (Whereupon, at 11:50 a.m. EDT/
8 10:50 a.m. CDT, the proceeding was
9 concluded.)
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF DEPOSITION OFFICER

I, SOPHIE CAUDLE, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.

September 27, 2022



SOPHIE CAUDLE
Notary Public in and for the
State of Texas

1
2
3
4
5
6
7
8
9
10
11
12

13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF TRANSCRIBER

I, EMILY LOFING, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.
September 27, 2022



EMILY LOFING

[& - amounts]

&	26504 45:14	9.75 21:5 33:3	additionally
& 3:20	27 44:16 45:12	90 9:18	9:15
0	270 8:9,13 12:21	9th 19:5	address 20:14
07-02301 1:13	27073 44:16	a	41:13
6:3	29926 3:22 4:10	a.m. 2:3,3 6:5,7	addressed 23:11
1	29928 3:8	43:7,8	affirm 20:20
1000 4:9	29938 3:15	ability 40:12	affirmatively
10:03 2:3	3	44:10 45:7	16:16
10:30 6:5	30 33:1	able 9:18 10:1	afternoon 19:1
10:50 43:8	35 3:21 32:3	18:18 22:20	41:23
11:03 2:3 6:7	38 16:13	42:14	agenda 6:23
11:50 43:7	4	absolutely 23:5	agent 1:10
14th 37:16	4,850,000 34:18	24:5 32:23	ago 24:21 25:16
15 2:2	40 20:25	35:25	agree 7:8,12
15th 6:5	5	accepted 25:5	11:14 33:11
16-12-70 14:21	50 20:25 29:19	28:23	34:12
16-6-270 8:1	30:19 33:1	accomplish	agreed 20:6
170 21:12 29:24	34:17 36:5,14	17:22	ahead 10:10
17th 19:6	5466494 2:8	accurate 44:9	11:16 12:1 16:1
18-9-130 20:15	6	45:5	23:3 26:13
18-9-17 20:17	6 10:25	accuse 22:25	31:25 39:6 40:4
180 27:18	60 9:18	accused 12:4	40:5
2	6028 3:14	act 39:8,13,25	al 6:3,4
200 3:21 4:9	7	action 1:12	alive 23:8
2008/2009 29:19	70 14:21	11:12 18:19	allbright 1:18
2020 1:13 6:3	75 15:12	22:4,5,7,13,14	4:5
37:16	75201 2:6	22:17,20,23	allegations
2022 2:2 9:10	785-5050 3:10	38:10,15,16,21	24:25
19:6,6,9 44:16	8	38:23 39:2 40:7	alleged 22:14
45:12	842-5411 3:17	44:12,16 45:8,12	26:8 43:1
22 3:7	843 3:10,17	actions 18:13,14	allotted 42:13
22nd 18:12	9	23:9	alternative 6:13
23 19:9	9,750,000 16:19	activity 8:17	amount 9:9
240 8:9	20:2,23	add 11:5 24:9	14:20 26:24
241 19:7,18		addenda 27:22	31:22 34:17
20:12		additional 9:9	35:21
		9:18	amounts 23:12

[andre - certificate]

andre 4:14 announcement 9:11 answer 30:20 anymore 7:4 20:8 27:24 apologize 14:10 appeal 6:14 8:19 8:23 10:3 15:1 19:4,13 24:15 appeals 14:22 19:5,8,9,13,16 19:17 21:6 24:15 applicable 29:4 29:24 apply 8:11 19:20 appraised 36:7 appreciate 15:23 29:9 32:16,17 42:16 appropriate 7:13 20:18 33:21 36:5 arbitrary 36:4 arguably 20:17 arguing 29:8 argument 15:5 15:20 arguments 24:14 42:15 asked 9:17,19 19:14 39:15 asking 19:7 aspect 33:22 assertion 23:5 assume 7:5 12:9 14:1 32:12,25	33:1,2 34:11 41:1 assumed 31:2 attached 11:1 13:21 attempted 20:14 attention 9:5 12:20 16:23 attorney 1:10 44:14 45:10 audio 6:9 44:8 45:3 authority 38:9 38:19 39:3 41:17 automatic 19:8 19:18 await 42:20 aware 19:3	behalf 3:2 4:2 16:11,15 19:20 24:25 34:12 42:5 behavior 34:20 believe 9:8 11:6 29:23 benefit 20:4,14 26:23 28:24 best 44:10 45:6 bet 30:19 big 35:9 bit 6:6 20:12 biting 24:17 bizarre 25:7 bond 6:13,14 8:13,14 9:1,19 14:17 18:25 21:3,4 29:11,22 30:7 31:10 33:23 34:6 35:7 35:16,23 37:10 bonded 19:23 bonds 8:12 bottom 31:12 bounce 13:25 bow 3:7 box 3:14 brevity 16:3 brief 7:22 8:5 12:18 16:3,6 20:16 41:3 briefs 7:20 bring 9:5 12:19 22:13 bringing 22:17 broker 32:9	brooks 3:20 budgeted 15:12 built 15:17,19 burden 34:9 buyer 11:12,13 27:19 28:7 buying 31:4 buying's 31:6
	b		c
	b 5:1 back 9:7,17 14:1 17:18 29:8 36:25 40:9 bad 15:18 bag 28:9 banter 29:9 barbara 1:5 3:2 4:15 based 7:6 basically 8:1,13 14:17 15:8 17:23 36:5 basis 36:6 bear 34:9 beaufort 1:1 29:20		c 3:1,5,6,13 4:1,9 6:1 calculation 36:4 call 11:25 calling 32:9 calls 26:8 cancel 27:19,24 candid 7:19 carolina 1:1 25:4 carries 15:20 case 8:6 21:23 23:19 25:3,20 34:25 35:6 42:17 cases 25:21 category 8:6 35:20 caudle 2:7 44:2 44:18 cause 22:23 ccwlaw.net 3:16 cdt 2:3 43:8 center 3:21 certainly 17:1 29:17 30:22 certificate 44:1 45:1

[certify - court]

certify 44:4 45:2 chance 31:11 34:13 change 15:10 charles 1:16 4:4 4:7 13:7,19 27:7 28:16 40:15,20 cheryl 1:15 4:3 chester 3:12,13 10:22 chet 10:18 16:14 25:1 40:5 chouston 4:11 christopher 1:18 4:5 circle 3:7 circuit 1:3 34:2,7 cited 8:5 35:18 citing 7:23 21:12 civil 1:12 claim 11:25 clarification 7:1 clarify 28:22 clark 4:17 clear 16:13 clearly 34:25 39:8 40:11 client 9:24 12:5 clients 15:11 19:20 25:22 26:15,15 close 10:1,2 11:6 18:15,18 22:10 22:11 closed 29:2 closing 17:12,13 18:12	cms 7:2 code 20:13,18 38:11 coin 37:22 collateral 23:21 come 11:20 13:4 27:5 comet 30:12 coming 8:3 committed 20:20 common 1:2 29:14 commons 3:21 communicated 26:11,14 company 9:24 compared 8:22 comparisons 26:7 compel 13:2 complete 9:9 10:13 17:12 22:23 completed 8:24 completely 42:20 completing 35:6 conceivable 29:18 concerned 12:7 concluded 43:9 concrete 9:20 confession 23:20 confirm 17:5 conformed 9:7 consent 23:6,18 23:22,24,25 25:5	consented 24:21 consider 36:22 consideration 15:15,21 16:6 considered 26:22 cont'd 4:1 contained 18:2 contending 16:24 contested 42:17 context 40:12 contingencies 13:17 18:1 28:2 28:6 continue 34:8,20 continuing 20:1 contract 9:10,11 9:12,13,23 10:4 10:13,14,17 11:1 11:11,14,20,21 11:23,25 12:1,7 12:10,24 13:3,4 13:7,14,16,16,16 13:21 14:2 16:12,17,19,24 17:11,11,13,15 17:25,25 18:2,4 20:23 21:6 25:16 26:8,17,19 26:24 27:16,20 27:21,22,24 28:3 28:4,14,16,20,25 30:10 31:3 43:2 controlled 20:11 controlling 7:23 8:1,9	controls 12:21 21:13 convey 42:14 conveyed 22:15 convict 23:20 copied 18:7,7,8,8 18:9 copies 10:6 copy 10:24,25 13:20 16:20 18:3,4 correct 6:24 11:9 17:7 21:16 34:5 41:18 counsel 21:12,15 21:16,22 22:21 28:11 35:18 44:11,14 45:7,10 county 1:1 29:20 course 25:17,21 27:25 36:6 court 1:2 6:2,19 6:25 7:14,18,19 7:21 9:2 10:8,16 10:20 11:2,15,18 11:21,24 12:8,25 13:5,8 14:7,8,11 14:23 15:3,22 16:1,7,16 17:14 18:3,20 19:3,5,7 19:9,13,15,17,21 20:3,7 21:2,6,8 21:10,16 23:3,13 23:16 24:7,14,23 25:11,19 26:3,9 26:13 27:7,12 29:7 30:5,9 31:6 31:15,17,25 32:4
--	--	---	---

[court - entire]

32:8,16,23 33:11 33:14,18,25 34:1 34:2,8,15 35:8 35:11,21 36:9,13 36:16,21 37:8,19 37:22,25 38:4 39:1,6,16 40:1 40:14,19,24 41:5 41:15,19,22 42:8 42:16,24 43:3 court's 9:5 12:20 12:24 16:22 20:14 34:14 cover 8:14 30:7 cp 1:13 6:3 create 22:19 criminal 23:19 current 17:24	decide 19:21 decided 6:9 19:3 declare 19:8 deed 6:22 18:17 21:25 22:11,12 37:10 38:3,9,20 39:4,14 40:13 41:13,17 default 11:13 18:19 defendant 5:7 18:15 23:20 35:17 defendants 1:20 4:2 6:12,20 7:7 7:23 8:4 9:8 14:25 18:13 20:5 21:25 22:14,18 23:9 24:20 28:23 definitive 9:16 delay 20:9 34:8 delays 20:1 delivered 10:7 denied 19:9 denies 19:16 deny 21:2 denying 14:3 dependent 13:17 deposition 44:1 description 5:2,6 determine 32:15 development 15:7,8,12,16 diana 1:8 3:4 dictates 29:14 died 23:25	difference 8:21 different 8:12 difficult 14:8 difficulty 6:7 digital 44:8 45:3 dilatory 18:14 21:20 23:1,9 diligence 27:18 27:23 29:6 diminish 36:7 diminished 30:11 diminution 30:7 30:13,14 31:19 disagree 33:12 36:10 discovers 30:16 discretion 34:14 discussed 19:2 discussion 24:11 dismissed 15:2 distributed 23:15 dividing 38:22 division 38:23 document 7:3 12:3 documentation 11:7 doing 22:18 24:6 dollar 33:16 downturn 29:12 draft 40:20 draw 16:22 drop 29:17 36:14 dropped 31:22	drops 30:22 31:4 31:12 36:17 due 21:23 23:12 27:18,23 29:6 dukes 2:4 18:16 32:7,11 duly 44:5 dump 30:17 duty 7:19 dwel 16:4
d			e
d 6:1 dallas 2:6 damage 8:16 date 2:2 10:12 10:16 11:6 17:12,13 18:12 day 27:18 36:25 38:6 43:5 days 9:18 15:14 deadline 11:6,8 deal 16:12 35:2 36:23 42:1 dealing 8:24,25 14:22 40:11 deceit 24:25 deceitful 21:22 22:16			e 3:1,1 4:1,1 5:1 6:1,1 10:24 13:19 17:15,22 earlier 10:5 earsa 4:17 economic 15:6,9 economy 29:12 29:13 30:12,22 31:4 edt 2:3 43:7 either 33:2 37:9 ellen 1:6 3:3 emily 45:2,15 employed 44:11 44:14 45:8,11 employee 44:13 45:10 encourage 34:20 42:18 engaged 21:20 enter 13:3 39:14 entered 34:4 35:5 entire 19:2 30:2 33:1

[entitled - going]

entitled 18:24 environment 15:9 equation 27:5 equitable 26:1,6 equity 38:9,19 39:4 err 34:15 error 7:25 es 44:4 esquire 3:5,12 3:19 4:7,17 essence 26:20 37:1 established 14:20 estate 21:1 estates 22:8 23:6 23:10,13,14 et 6:3,4 evd 5:2,6 evening 7:22 41:8 event 9:17 everybody 12:8 23:24 33:25 everyone's 14:11 evidence 23:21 35:4 evidentiary 23:23 25:6 exactly 29:25 31:15 34:25 37:17 examination 27:25 exceeds 28:21	executed 11:1 20:24 exercisable 17:24 exercise 22:1 exercised 21:20 exist 28:5 existence 9:25 16:25 17:3 existing 16:17 exists 9:11 12:1 experience 16:14 expertise 32:17 expiration 11:5 explored 30:18 extended 15:11 extension 10:15 11:7 12:10 extensions 11:10	filed 6:22 7:10 7:22 13:23 18:25 19:4,5,6 37:16 40:8 filing 34:21 final 35:12 financial 35:15 financially 44:15 45:11 find 39:23 finder 17:21 finding 38:24 fine 6:10 finger 3:19,20 9:22,22 12:4 16:15 17:5,7 18:9 27:25 fingerlaw.com 3:23 finish 10:10 26:12 finished 13:9 27:8,9,10 finishes 17:17 firm 3:16 4:8 first 7:7,12,17 16:12 22:1 flip 37:8,22 focusing 18:23 foregoing 44:3,4 45:4 forever 25:15 formula 8:20 forth 8:21 13:4 17:18 29:8 forward 37:6 four 22:7 23:5 23:10 31:14	fourteenth 1:3 frame 9:16 frivolous 15:6,20 front 13:23 16:14 full 28:9 34:2 36:4 fully 11:1 further 38:24 44:13 45:9 future 33:10
			g
			g 6:1 game 22:8 gary 1:14 4:3 georgia 1:5 3:2 4:19 getting 6:6 22:9 give 7:21 15:24 35:11 given 20:25 25:12 36:22 39:10 gives 38:18 giving 8:2 go 10:10 11:16 12:1,13 16:1 18:21 23:3,13 26:13 31:3,5,12 31:25 33:14 34:9,13 36:12,15 36:19 39:6 40:4 40:5 goes 29:13,13 30:21,22 32:12 going 8:2 9:3 15:16 17:21

[going - inferred]

19:19 20:5,9 22:4,10,12,12 25:12 30:15,18 34:6 36:9,12,15 36:19 39:19,22 41:10,16,25 good 6:2 15:19 16:10 22:22 43:5 grant 21:3 31:7 31:10 37:9 38:9 39:4 granted 14:24 19:22 granting 7:24 21:25 38:8 grants 18:17 great 24:18 greater 28:24 greatest 26:23 guaranteeing 19:12 guess 25:16 29:21	harm 14:25 harrison 1:5,6,6 1:7 3:2,3,3,3 4:15,19 6:3 head 3:8,15,22 4:10 15:17 30:12 32:2 36:20 hear 6:9,15 7:7,8 7:16 13:10 16:8 24:19 26:3 37:11 40:3 heard 7:12 10:14 35:4 hearing 2:1 19:25 23:23 25:6 heather 18:8 heeled 35:17 heirs 28:24 held 20:1 help 10:18 hereto 44:15 45:11 high 34:6 higher 20:25 hill 4:17 hilton 3:8,15,22 4:10 15:17 30:12 32:2 36:20 historic 33:22 historically 31:20 36:16 history 25:4 hitting 30:12 hodes 4:24	hold 8:1 12:9 13:8 40:1 holding 28:9 honest 7:19 honor 6:18 7:11 7:18 10:23 11:4 12:16 13:12,18 16:5,10,22 17:8 17:20 18:6,22,23 19:2,24 20:3,11 23:2,10,17,18 24:1,10,11,20 25:18,25 26:18 27:2,3,15 28:10 28:12 30:3,25 31:1,8,24 32:1 33:8,17,19 35:10 37:4,5,6,17,21 37:24 38:1 39:5 39:16,18 40:6,16 40:16 42:7,13,25 honorable 2:4 hospital 3:21 hour 16:21 houston 4:7,8 6:8,8,15,17,20 7:15,17 9:4 10:7 10:10,12,25 11:16,17,19 12:2 12:6,10,13,15 13:2,9,11,12,22 14:3,13,16,24 15:4,24 16:2,20 16:21 17:10,16 17:20 18:4,7,10 19:1,4,6,20 20:12,16 21:9,10 21:11 23:4,18	24:2,12,13 25:3 25:22,25 26:5,11 26:14,20 27:4,10 27:13,16 28:4,11 28:13,17,21 29:3 29:24 30:3,6,24 31:1,24 32:1 34:23 35:10,12 35:12,13 36:1,3 36:11,14,18 37:21 38:1,5,13 39:2,19,21,22,25 40:3,4,6,16,23 41:2,7,16,18 42:9,11,23,25 houston's 7:12 18:24 29:10 34:16 41:12,25 42:20 houstonlawfir... 4:11
h			i
h 2:4 5:1 half 24:21 36:7 36:12 halfway 22:25 hamptom 4:23 hand 18:24 handled 23:11 happy 6:15 7:16 13:10 16:8 37:11 40:2 hard 24:17			idea 16:25 identified 6:21 iii 1:7 2:4 3:4 implement 39:13 inappropriate 24:13,15 inception 22:7 including 34:16 inconceivable 29:16 incorrect 12:21 individual 7:3 individually 1:9 inferred 24:5,5

[initially - master's]

initially 40:8 input 32:16 instituted 22:24 insuring 34:10 intend 35:1 intent 18:1 22:6 intentions 22:4 interest 22:15 39:11 interested 44:15 45:12 interrupt 21:9 30:4 interrupting 9:23 involved 8:7,8 20:22 21:18 irrelevant 15:14 irreparable 14:25 island 3:22 issue 12:12,12 16:12,25 17:2 19:2 37:10 38:19 40:10,12 issued 9:7	20:15,19,21 24:18,19 32:7,11 33:20,24 34:17 35:4,24 37:6,14 39:14 41:11 42:6 judgment 8:7 21:13,14 judgments 8:5 judicial 1:3 june 19:9 jurisprudence 25:4,10	knowing 34:23 knowledge 44:10 45:6 knows 21:16 29:15,16 30:15 33:10	looked 25:17 looking 10:24 15:10 looks 35:21 lorraine 1:13 4:2 lose 32:25 loses 34:7 losing 33:5 lot 18:1 31:22 lower 8:12 35:21
j	k	l	m
j 4:15 jackson 4:17 11:4 18:8 january 9:8,17 10:25 13:20 job 2:8 jones 4:21 joyce 1:6 3:3 judge 16:12 17:9 18:16 19:17	kay 4:20 keep 9:2 10:2 17:18 28:15 keeps 27:16 28:4 keita 1:14 4:3 kirkland 1:13,14 1:15,16,17,18,19 4:2,3,4,4,4,5,6 6:4 knew 22:6 24:22 29:15 32:6 know 7:9 8:10 8:15 11:22,22 12:6 15:1,11 20:21 22:10,16 22:24,25 24:19 25:3,14,14 26:15 29:3 30:13,19,20 30:20 31:19 32:5,5,9 33:15 33:24 35:16 36:16,18 37:1 38:20	l.l.c. 3:6,13 4:8 lamont 1:14 4:3 land 8:14,25 9:24 20:2,10,21 20:24 38:23 language 39:23 late 6:7 latest 12:10 law 3:6,13 4:8 21:21 24:24 lawyer 21:17 lawyer's 12:2 learned 21:17 leave 28:8 left 28:2 legislature 34:1 35:14 lieu 23:23 25:5 light 7:21 20:19 likes 24:14 listening 9:2 little 6:6 20:12 34:13 living 23:8 32:8 location 2:5 lofing 45:2,15 logic 13:17 long 18:16 20:9 look 20:18 25:13 25:19 43:4	mail 10:24 13:19 mailed 17:15 mailing 17:22 main 4:9 maintain 19:24 major 15:16 majority 39:11 making 14:7 38:22 manner 21:22 march 13:7 18:12 19:5,6 37:16 marching 24:24 mark 4:21 22:25 marked 5:4,8 market 15:13 21:2 32:14,18,21 32:24 33:1,2,3 marvin 2:4 master 38:9,19 39:3 master's 6:22 18:17 37:10 38:2,9,19 39:4 40:13 41:13,17

[matter - ownership]

matter 6:4 12:17 18:14 19:19 20:1 21:7 22:22 38:22 maximum 26:23 35:19 mean 15:16 26:21 29:13 30:1,1,16 31:20 37:11,11,14,15 37:19,19,23 means 25:13 31:18 med 32:9 melnick 3:20 memo 42:21 memorandum 19:1 38:6 41:9 41:12 mendheim 1:9 3:4 met 38:17 million 15:12 21:5 30:10 31:13,14 mind 25:22 minority 26:25 27:4 39:10 minute 25:16 misleading 7:25 misplaced 15:20 23:1 misrepresentat... 24:3 misrepresenting 12:5 moment 15:10 16:5	monday 36:25 41:23 42:1 money 8:5,7 21:14,15 26:7,16 26:24 months 19:15 31:5 moot 15:2 morally 25:2 morning 6:2 16:10,17 17:1 motion 6:12,12 6:21,22 7:7,12 10:3 12:14 13:10 16:23 18:17,23,24,24 19:7,9,16 20:11 20:13 21:2,3 24:13 29:11 34:22 37:4,9,16 38:2 41:9,13 motions 6:6,11 6:18 7:6,9 move 37:6 muted 10:20	new 27:18 nicole 1:15 4:3 nine 30:10,23 31:13 nominal 6:14 8:25 14:20 21:3 29:22 notary 2:7 44:19 noted 7:1 notice 19:4 number 8:2 26:23 30:1,2 31:20	27:12 33:13 35:8,13 37:19 39:1 40:1,19,24 41:5 once 14:12 17:17 17:19 34:2,3,3 39:9,9,15 ones 8:4 open 7:3 23:6,10 operation 30:11 opportunity 39:10 opposition 13:10 16:9 41:12 order 7:9 8:10 9:6,7,12,13,15 9:20,20 12:24 19:8 21:5,18 22:9 23:6,19,23 23:24 24:23 25:5 34:3,5,5 35:5 ordered 20:7 ordering 21:4 ordinarily 7:8 outcome 44:16 45:12 outlined 12:18 outstanding 6:6 6:11 22:8 37:4 overall 33:22 overturned 34:5 owners 23:7 28:8 34:16 39:10,11 ownership 20:7 24:21 25:23
		o	
		o 6:1 objected 41:14 objection 12:9 occupying 8:16 occurred 21:1 october 9:8 offense 24:4,18 offer 26:17,24 28:14,18,23 31:14 offered 26:7,24 28:13 offers 35:2 office 3:6,13 officer 44:1,2 oh 16:1 32:23 41:5 oil 32:19 okay 6:19 7:14 7:17 9:4 10:8 11:2,15,17 12:8 12:25 13:5 18:20 21:18	
	n		
	n 3:1 4:1 6:1 natural 8:18 nature 7:6 21:17 24:3 need 33:24 35:7 37:6 neither 11:11 18:18 44:11 45:7 never 10:13 27:17 28:6		

[p - protects]

p p 3:1,1 4:1,1 6:1 particular 8:6 16:4 41:20 parties 7:8 10:4 37:2 38:21 42:18 44:12,14 45:8,11 partition 38:15 38:20 40:8,11,12 40:13 partitioning 38:14 party 18:18,19 35:16 paul 1:17 4:5 paulette 1:17 4:4 pay 26:8 35:18 35:20 payment 21:14 21:15 pendency 8:19 pending 6:14 19:13 22:20 people 20:22 23:25 26:23 34:16 percent 20:25 25:24 29:19 30:19 32:3 34:17 36:14 percentage 25:23 26:1 27:14 percentages 20:7 26:5,21 period 15:11 27:19 28:7	periods 27:23,25 29:6 permit 21:25 38:14 person 17:21 35:22 perspectives 17:4 pertaining 7:23 pertains 8:5 petitioners 42:6 petitioning 16:11 physical 38:23 picture 35:9 pinckney 39:8 39:13 place 10:4 27:21 30:17 33:23,24 places 29:21 plaintiff 4:15,19 5:3 plaintiffs 1:11 3:2 6:22 9:6,25 15:4 16:11,15,18 20:4 21:22 22:21 25:1 34:12 plan 22:8 planned 15:18 plc 4:17 pleas 1:2 please 10:11 12:14 18:5,21 23:3 26:12,13 27:2 plenty 36:17	plus 12:18 po 3:14 point 7:18 9:4 11:10 12:16,16 17:10 23:7 24:16 25:24 27:11 29:14 32:12 38:7 points 12:17,18 12:19 16:2 popped 25:15 position 18:15 37:18 39:7 possible 16:13 42:3,22 post 9:19 34:6 posted 31:10 posting 19:11 posture 35:15 potential 15:1 32:13 practical 29:10 practice 21:20 23:1 predict 32:21 prejudice 15:5 prepared 45:3 present 4:13 8:21 17:25 26:17 36:7 preserved 8:18 presumed 34:4 previous 29:20 previously 16:20 20:6 price 20:3,6 30:10 32:2	print 8:3 prior 10:7 17:2 44:5 probably 15:7 20:24 29:18 38:6 probated 23:14 procedural 38:17 proceed 6:9,10 40:4,5 proceeded 21:23 proceeding 2:5 21:24 22:23 43:8 45:4 proceedings 44:3,5,6,9 45:6 process 8:23 20:23 21:24 produce 9:19 producing 12:3 proffering 21:15 property 8:11,15 8:17,18,22 15:13 16:19 19:12 21:5,18 22:15 23:8,12 28:8 29:17 30:2 31:4 31:6,13 32:2 33:14 34:13,16 36:6,20 40:9,17 40:18 proposed 28:25 prospective 27:19 protecting 34:15 protects 29:22
--	---	--	--

[provide - rule]

provide 18:11 provided 10:13 11:5 14:6 16:20 16:21 17:2 35:15 provides 20:18 27:18 39:8 provision 38:8 provisions 14:20 public 2:7 44:19 purchase 18:1 39:11 pursuant 19:7 19:17 20:6 pursued 22:22 put 9:15 11:12 18:19 20:2 34:19,24 35:5,7 35:22	quoted 8:8	regard 29:10 registry 23:13 related 44:11 45:7 relative 44:13 45:10 relief 19:10 rely 36:2 remember 29:18 31:21 remind 20:3 33:25,25 remote 2:5 rendering 21:4 reported 2:7 reporter 14:8 represent 25:22 representations 7:20 represented 16:16 representing 24:20 request 14:18 requested 9:9 10:15 22:1 requesting 37:17 require 34:17,19 required 8:13 19:11 25:6 35:18,22 requirement 14:18 34:7 requirements 38:17 resolve 12:11 40:13 42:19	resolved 8:24 40:10,17 respect 34:22 response 21:11 40:25 41:22,25 42:21 responsibility 34:10 review 17:24 37:16 43:1 right 7:2,15 8:2 10:8 12:15,25 14:4,23 15:3,22 16:8 17:9 18:21 20:25 21:10,21 22:1 24:22 27:22 29:7,25 30:9,10 32:13,21 33:1 35:3,8 36:21 37:9,10,17 37:22,25 40:14 40:22,23 41:11 41:14 42:3,9,16 43:5 rights 26:2,6 risk 9:23 20:2 31:2,16,17 33:4 risks 31:9 risky 31:6 robert 4:22 roberts 1:8 3:4 rose 4:23 rotunda 9:24 16:18 27:21 28:2,25 29:6 31:11 rule 19:7,18 20:12 21:7
	r		
qualified 44:7 question 11:19 12:23 20:8,9 26:9 29:10 30:14 quick 35:12 40:25 quickly 42:22 quiet 22:5,13,14 22:17 38:10,16 38:24 39:2 40:8 40:9 quieted 23:7 quitclaim 22:11 22:12 quote 20:16	r 3:1 4:1 6:1 raised 17:3 20:13 raising 11:19 27:13 raw 8:25 read 16:5 25:12 ready 10:1 31:3 real 21:1 31:9 realize 37:5 really 9:1 14:8 29:16 30:15 reasonable 14:17 rebuttal 41:3,3 recall 27:18 receive 28:25 received 12:20 recession 31:21 32:2,5 reconsideration 19:14,16 record 13:24 24:11 42:4 44:9 45:5 recorded 44:6 recording 44:8 45:4 reduced 44:7 reference 7:22 15:24 38:2,7 referenced 10:5 referring 11:7 refusal 22:2	regard 29:10 registry 23:13 related 44:11 45:7 relative 44:13 45:10 relief 19:10 rely 36:2 remember 29:18 31:21 remind 20:3 33:25,25 remote 2:5 rendering 21:4 reported 2:7 reporter 14:8 represent 25:22 representations 7:20 represented 16:16 representing 24:20 request 14:18 requested 9:9 10:15 22:1 requesting 37:17 require 34:17,19 required 8:13 19:11 25:6 35:18,22 requirement 14:18 34:7 requirements 38:17 resolve 12:11 40:13 42:19	resolved 8:24 40:10,17 respect 34:22 response 21:11 40:25 41:22,25 42:21 responsibility 34:10 review 17:24 37:16 43:1 right 7:2,15 8:2 10:8 12:15,25 14:4,23 15:3,22 16:8 17:9 18:21 20:25 21:10,21 22:1 24:22 27:22 29:7,25 30:9,10 32:13,21 33:1 35:3,8 36:21 37:9,10,17 37:22,25 40:14 40:22,23 41:11 41:14 42:3,9,16 43:5 rights 26:2,6 risk 9:23 20:2 31:2,16,17 33:4 risks 31:9 risky 31:6 robert 4:22 roberts 1:8 3:4 rose 4:23 rotunda 9:24 16:18 27:21 28:2,25 29:6 31:11 rule 19:7,18 20:12 21:7
	q		

[rule - substantial]

33:23 38:2 ruled 19:17 run 25:21 27:23 27:25 29:6	seen 41:8 sell 20:10 21:18 22:9 31:12 seller 11:12,13 send 41:16 sending 12:10 sense 7:7 29:14 31:2 sent 10:24 13:20 14:4 18:7 25:16 43:3 september 2:2 6:5 9:10 44:16 45:12 serious 35:7 set 29:11 32:25 34:3 36:4 37:10 sets 8:20 seven 31:13 share 20:5 shawn 1:19 4:5 shortchange 37:20 show 13:13,15 shown 15:5 side 29:6 34:15 37:8 40:25 41:19 sides 11:24 29:4 42:14 sign 18:17 39:14 signature 44:16 45:14 signed 11:21 27:17,17 28:6 simple 38:21 simply 13:6 23:4 40:7	single 34:21 sir 6:16 7:16 9:2 11:18 12:14 13:1,11 14:15 15:23 16:7 23:3 24:10 26:4,13 31:25 35:11 38:4 41:21 42:10,24 situation 21:13 23:22 skills 44:10 45:6 small 8:3 26:25 sold 23:12 solely 41:20 solved 40:9 somebody 25:16 30:16 35:2 someone's 31:14 soon 42:2 sophie 2:7 44:2 44:18 sorry 26:3 sorts 28:6 sought 19:10 sound 36:5 sounds 27:8 south 1:1 25:4 speaking 34:11 speaks 9:12 specifically 19:10 specify 17:13 spill 32:19 spirited 29:9 standard 12:22 standards 8:11	stanley 1:8 3:4 start 6:7 27:9 state 1:1 8:18 27:22 44:20 stated 19:10 24:5 statute 7:23,25 8:8,20 12:21 14:21 21:12 30:6 33:23 35:17,25 statutes 25:12 statutory 25:6 35:14,20 38:8 39:3,9 stay 6:12 7:24 18:25 19:8,18 35:6 step 33:21 stephanie 1:13 4:2 steps 18:19 stock 15:13 21:1 stop 35:6 stopped 22:24 stopping 34:21 stops 22:18 strategy 34:24 street 4:9 strongly 19:25 stuff 36:22 subject 15:10 submit 41:20 submitted 17:23 41:8 substantial 15:21 34:19
---	---	--	---

[substantiate - type]

substantiate 12:24 substitute 23:22 subterfuge 23:19 24:3 suffer 14:25 sufficiency 43:1 suggest 25:9 suite 3:7,21 4:9 supersedeas 6:13 7:24 8:12 9:1 14:17,18 18:25 19:21,22 31:10 33:23 35:16,23 37:9 support 41:9 sure 8:2 13:9 14:14 29:20 30:5,17 40:24 sureties 19:11 surety 20:19 sworn 44:5 system 7:2 34:1	talking 14:16 15:7 20:15 27:16 28:5 40:2 taylor 3:5,6 7:11 10:6,18,21 16:10 16:11 17:9,17 18:9,21,22 23:17 24:1,1,8,10 25:7 25:24 28:10,12 30:25 33:6,8,17 33:19 35:24 36:2 37:5,14,24 39:5,7 41:11,21 42:5 tell 14:15 17:16 17:17 27:7,9 33:16 35:24 ten 15:7 tentative 11:23 terms 9:21 terry 3:19 9:22 16:15 testifying 44:5 texas 44:20 tfinger 3:23 thank 6:25 7:14 10:8 11:2,15 12:25 14:23 15:22 16:7 18:10,20,22 23:16 24:7 27:12 28:9 42:7 42:8 43:4,6 thanks 40:13 thing 7:17 10:14 21:19 22:3 24:22 26:22 27:14 31:21	42:19 things 29:19 31:18,22 34:8 36:24 40:7 think 6:18,21,23 8:8,9 11:5 14:21 15:19 17:23 18:12 29:18,22 30:4,7,21 31:9 31:18,20 32:18 33:20 35:8 36:9 36:11 42:11,12 42:13 third 12:16 thomas 3:5,6 thomastaylorla... 3:9 thoughts 30:21 30:23 three 31:5 throwing 24:12 24:24 thursday 2:2 time 2:3 8:22,23 9:9,16 10:2 11:22 15:11,18 16:3 20:24 23:6 28:7 31:12 35:1 37:1,15 39:12 42:13 times 15:18,19 38:20 title 22:5,13,14 22:17,19 23:7 27:24 28:1 38:10,16,21,24 39:3 40:8,9,17 40:18	today 6:5,23 15:13 33:4 40:21 told 14:14 tom 3:9 16:11 24:1 tomorrow 38:6 40:21 tongue 24:17 topic 41:20 topics 24:12 toxic 30:17 transact 33:9,10 transactions 10:5 transcriber 45:1 transcript 45:3,5 transcriptionist 44:8 trial 34:2 tried 23:22 trouble 7:2 true 13:7 44:9 45:5 try 17:18 25:12 25:13,14 35:1 36:24 41:23 42:1,21 trying 6:8 14:8 tuesday 42:2 turn 10:21 twelve 15:8 two 6:17 12:17 12:19 19:11,15 34:8 40:7 tx 2:6 type 21:3
t t 1:17 4:5 5:1 take 14:11 16:6 22:6,9 24:4,18 25:19 33:21 37:15 43:4 taken 11:12 15:15 18:18 20:19 44:3,12 45:9 takers 33:15 talk 12:2 33:21 talked 20:12,16			

[typewriting - zero]

typewriting 44:7	4:7,16,18,19,20	we've 10:13,14	x
tyrone 4:24	4:21,22,23,24	26:7 30:9	x 5:1
u	violation 21:24	wednesday 42:2	y
underhand 24:6	voices 14:12	weight 15:21	y'all 7:9 10:16
understand	void 11:23	welfare 35:21	13:8 18:3 25:12
17:15 40:20	voidable 9:14	white 1:15 4:3	25:14 29:8,9
41:17 42:20	volume 10:21	4:14,20 32:7,11	30:20 36:22,25
undertaking	vs 6:3	32:17,20,24 33:7	41:24 42:22
31:7	w	33:9,13	43:5
undeveloped	wait 35:1	william 1:7,16	yacht 32:8
8:15	waiting 10:1	3:3 4:4	yeah 10:23 14:7
undoubtedly	18:16	williams 3:12,13	15:4 25:9 27:6
39:12	waived 14:19,19	10:23 11:3,9	31:8 32:23
uniqueness	waiver 6:13	13:6,18,25 14:5	39:17
36:19	18:25	14:10 16:14	year 10:25 24:21
update 28:1	walk 28:7	18:6,11 23:2,4	36:7 40:10
urge 21:2 34:14	walks 31:11	24:4 25:9,18	years 15:8,8
use 8:22 29:24	want 7:18 9:5	26:18 27:2,6,15	16:13 34:9,23
usual 42:17	12:19 13:13	28:15,19 29:1,5	yesterday 7:22
usually 15:18	14:14,14 16:4	31:8,16 37:3,12	19:1 41:8
v	17:17 24:18,19	38:12 39:17,21	young 4:22
v 1:12	26:7 28:1 35:5	39:24 40:2,6	z
vague 9:6	38:7	42:7	zero 29:17 30:1
valid 9:11,12,13	wanted 22:19	willing 10:1	30:16,22 32:13
9:23 11:11,14	24:9 40:20	31:14 39:14	33:15 34:13
12:23 13:15	wants 29:24 34:8	wish 29:15	36:4,8,10
16:17,24 17:4	waste 8:14 20:20	witness 44:4	
validity 11:20	25:13 29:23,23	word 16:24	
value 8:21 29:20	30:17 31:18	29:24 35:12	
30:2,8,10,11,13	wasted 19:12	worse 29:21	
30:14 31:4,19	wasteful 20:22	would've 36:13	
33:3,10 36:8,15	waterfront	writing 7:20	
36:19	36:20	19:11	
vaux 24:20	way 6:10 23:11	wrong 21:12	
verbal 12:7	34:24 37:12	23:5 25:1,2	
videoconference	39:13 42:18	35:25 39:8 40:7	
2:1 3:5,12,19			

South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

GEORGIA HARRISON, BARBARA)
 HARRISON, JOYCE ELLEN)
 HARRISON, WILLIAM S.)
 HARRISON, III, STANLEY)
 ROBERTS, and DIANA)
 MENDHEIM, individually and as)
 agent and attorney in fact,)

Plaintiffs,)

vs.)

STEPHANIE LORRAINE)
 KIRKLAND, GARY LAMONT)
 KIRKLAND, KEITA NICOLE)
 WHITE, CHERYL KIRKLAND,)
 WILLIAM CHARLES KIRKLAND,)
 PAULETTE KIRKLAND, PAUL T.)
 ALLBRIGHT, CHRISTOPHER)
 KIRKLAND AND SHAWN)
 KIRKLAND,)

Defendants.)

IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT
 CIVIL ACTION NO. 2020-CP-07-02301

ORDER

THIS MATTER CAME BEFORE THE COURT for consideration of the Plaintiffs' pending Amended Motion For Master's Deed Conveying Ownership Interests of All Owners of Property to Rotunda Land & Development Group, LLP, and for consideration of the Defendants' pending Motion For Stay and Waiver of Supersedeas Bond or in the Alternative a Nominal Bond Pending Appeal. A hearing on the motions was held via WebEx on Thursday, September 15, 2022. Present at that hearing via video link where Thomas C. Taylor, Esq. and Chester C. Williams, Esq. for the Plaintiffs, and Charles Houston, Esq. for the Defendants. Also present on the video

conference were Terry A. Finger, Esq. for Rotunda Land & Development Group, LLC (“Rotunda”), the entity currently under contract with the Plaintiffs for the sale of the land at issue in this case, Earsa Jackson, Esq. of the Texas Bar, who, according to Mr. Houston, is representing the Defendants in negotiations with one or more potential other third-party developers, and several of the Plaintiffs and the Defendants, along with the Plaintiffs’ advisor, Andre White.

Following arguments of counsel on the pending motions, Mr. Houston requested additional time to prepare and file a supplemental Brief addressing issues discussed during the WebEx hearing, and leave of Court was granted for Mr. Houston to file additional briefing by September 19, 2022. No additional briefing was filed by Mr. Houston with the Court, but an unexecuted draft “Purchase and Sale Agreement” was sent to the Court by email from Mr. Houston on September 20, 2022, and a Certificate of Technical Failure or Technical Difficulties was filed by Mr. Houston on September 20, 2022 and a copy also directed to the Court via email on that date.

On September 22, 2022, another WebEx hearing on the pending motions was held. Present at that hearing via video link were Mr. Taylor, Mr. Williams, Mr. Houston, Mr. Finger, Ms. Jackson, Mr. White, and several of the Plaintiffs and Defendants. Arguments of counsel were presented, and comments were also received from the Plaintiffs and Defendants in attendance who wished to speak by video link. The Court has considered these arguments, reviewed all of the briefs and memoranda filed, and upon due, careful, and just consideration, finds and orders as follows:

This action was initiated by the Plaintiffs on November 24, 2020, to quiet title and partition by sale a 26.462-acre tract of real property located on Hilton Head Island, in Beaufort County, South Carolina (the “Real Property”). (See Paragraph 5 of the Complaint. Admitted in Answer). Title to the Real Property had twice been quieted previously in separate actions. (See Paragraphs 7, 8 and 16 of the Complaint. Admitted in Answer). The Complaint notified the Court and all Defendants that the Plaintiffs had, on September 14, 2020, entered into a contract of purchase and sale of the Real Property to Rotunda for a purchase price of \$9,100,000.00, alleged that the \$9,100,000.00 purchase price was a fair and equitable price for the Real Property, and requested the Court again quiet title and partition the Real Property by sale pursuant to South Carolina law. (See Paragraph 46 of the Complaint. Defendants claimed they lacked sufficient information and demanded strict proof). The Complaint specifically referred to the Defendants’ rights to purchase the interests of the Plaintiffs in the Real Property under the South Carolina law commonly known as the Pinckney Act, and sought an equitable lien on the interests of all owners of the Real Property in proportion to their respective interests for costs and attorney’s fees incurred by the Plaintiffs in the maintenance and prosecution of this action. (See Wherefore clause in Complaint). Answers were timely filed by the then Defendants Stephanie Lorraine Kirkland, Gary Lamont Kirkland, Keita Nicole White, and Cheryl Kirkland, and the case was referred to the Master by consent.

On May 21, 2021, a Consent Order was filed quieting title to the parcel, and further establishing that the Real Property was at that time, owned in indivision by the Plaintiffs, the

represented Co-Owners and the Defendants, and the respective undivided interests in the real property were set forth as is shown on Exhibit A to the May 21, 2021 Consent Order.

On September 15, 2021, this Court entered its Consent Order setting the Fair Market Value of the Real Property at \$9,100,000.00, after all parties agreed to that valuation and the Court was provided with a recent appraisal obtained by the Defendants justifying that valuation. This Consent Order specifically stated the action was pursuant to the Clementa C. Pinckney Uniform Partition of Heirs' Property Act. Shortly thereafter, the Defendants retained Mr. Houston and substituted him as counsel.

On September 27, Keita White, Gary Kirkland, Stephanie Kirkland, and Cheryl Kirkland gave notice that they wanted to exercise the Pinckney Act right of first refusal.

On October 5, 2021, Mr. Houston notified the Plaintiffs and the Court that former Plaintiffs Christopher Kirkland, Shawn Kirkland, William Charles Kirkland, Paulette Kirkland, and Paul T. Allbright, had revoked their Powers of Attorney earlier given Plaintiff Diana Mendheim, and wished to be positioned as Defendants and represented by Mr. Houston. The request was consented to by the Plaintiffs, and they were realigned as Defendants by Order dated October 20, 2021.

At the request of the Defendants, and notwithstanding the fact that all parties to this action, including the Defendants, agreed that there were no other known individuals or entities with any interest in the Real Property other than those identified in this Court's Order of May 21, 2021, the October 20, 2021 Order also noted that the parties had agreed to publish a notice of the pendency

of this action in a newspaper of general circulation in Beaufort County, once a week for three successive weeks following the entry of this Order, in order to provide additional notice to the public of the pendency of this action and provide an opportunity for any other person who might claim some interest in the property, to petition the Court for inclusion in the suit if such claim is well founded. To that end, the Court appointed Maria Belbas Parker, Esq. as the Guardian ad Litem Nisi for any infants, insane or incompetent persons, persons in the military, and any other persons who may claim a right, title, interest in or lien on the Real Property. The notice of pendency was published in *The Island Packet* on October 25, 2021, on November 1, 2021, and on November 8, 2021, as evidenced by the Affidavit of Publication included in the record of this action, and in her Affidavit filed in this action on December 8, 2021, Mrs. Parker confirmed that no person or entity had contacted her and asserted any claim of right, title, interest in, or lien upon the Real Property, nor provided to her any notice of any type of claim in the Real Property.

As of the filing of the October 20, 2021 Order and the realignment of the parties, the Plaintiffs collectively owned a 98.82813 percent undivided interest in the Real Property, and the then nine (9) Defendants collectively owned a 1.171878 percent undivided interest in the Real Property. Using those agreed upon percentage ownerships, this Court's October 20, 2021 Order formally again notified the nine defendants owning the 1.171878 percent interest in the Real Property of their statutory rights under the Pinckney Act, as codified at S.C. Code Section Annot. 15-61-370 (D)(2), to purchase the 98.82813 percent undivided interest of the Plaintiffs in the Real

Property by tendering the purchase prices as allocated therein to each Defendant, to the Clerk of Court by December 22, 2021 at 5:00 p.m. EST. That Order also provided that if the Defendants failed to timely pay their apportioned prices into the Court, “then the property that is the subject of this action shall be partitioned by sale at a purchase price of not less than \$9,100,000.00 and that the Plaintiffs shall be authorized to enter into, or ratify, a contract of sale for not less than such price, and including such other commercially reasonable terms and conditions as are deemed appropriate.” (Order of October 20, 2021, at p. 5).

The Court notes that the October 21, 2021 Order was not appealed nor was a timely Motion to Alter or Amend filed regarding that Order.

None of the nine Defendants tendered or attempted to tender his or her portion of the purchase price to acquire the Plaintiffs’ undivided ownership interests in the Real Property pursuant to the provisions of the Pinckney Act as set forth in S.C. Code Annot. Section 15-61-371 (E), by the December 22, 2021 deadline (see this Court’s Order of January 2022). The portion of this Court’s Order of October 20, 2021 providing that the property shall be partitioned by sale at a purchase price of not less than \$9,100,000.00, thus became automatically effective.

Notwithstanding the Defendants’ collective failure to timely pay their respective portions of the purchase price for the Plaintiffs’ undivided interests in the Real Property, on the evening of December 22, 2021, the deadline for the Defendants’ payment, Mr. Houston, on behalf of the Defendants, filed a Motion for Relief of Judgement and for Extension of Time to Tender Purchase

Price, seeking to obtain additional time for the Defendants to tender their respective portions of the Purchase Price to the Clerk of Court beyond the December 22, 2021 deadline on various grounds. By way of this Court's Order of January 20, 2022, the Defendants' Motion was denied.

On January 31, 2022, the Defendants filed a Motion for Reconsideration of the January 20, 2022 Order, which, after a WebEx hearing held on February 28, 2022, attended by Mr. Taylor, Mr. Williams, Mr. Houston, Ms. Jackson, Mr. White, and various Plaintiffs and Defendants, was denied by this Court's Order entered on March 7, 2022.

On March 9, 2022, the Defendants filed a Notice of Appeal of this Court's March 7, 2022, January 20, 2022, October 20, 2021, and September 15, 2021 Orders with the Clerk of the South Carolina Court of Appeals, which Notice was amended by the Defendants by filings with the Court of Appeals on March 9, 2022 and March 14, 2022. The Court gives no opinion as to whether this March 7, 2022 Notice of Appeal was timely as to any Orders except the March 7 2022 Order.

On March 11, 2022, the Plaintiffs filed a Motion for Master's Deed with this Court, and on March 14, 2022, the Plaintiffs filed the pending Amended Motion for Master's Deed, advising the Court that the proposed purchaser, Rotunda had agreed to pay the Plaintiffs and the Defendants an additional \$650,000.00 for the Real Property, bringing the total purchase price for the Real Property to \$9,750,000.00, and requested this Court's issuance of a Master's Deed to allow the Rotunda closing to move forward immediately.

On March 17, 2022, the Defendants filed a Motion Pursuant to Rule 241(A) with the Court of Appeals, requesting an Order from the Court of Appeals holding that an “automatic stay” was in effect pursuant to SCRAP 241 as to further actions at this trial court. On June 23, 2022, the Court of Appeals denied the Motion for a Stay on the basis that this Court’s Order of October 20, 2021 was a judgment directing the sale or delivery of possession of real property. Thereafter, the Defendants then filed a Motion to Reconsider with the Court of Appeals, which Motion was denied on August 17, 2022.

The Plaintiffs then petitioned this Court for a hearing on their Amended Motion for a Master’s Deed filed March 14, 2022, and the Defendants responded by filing the pending Motion for Stay and Waiver of Supersedeas Bond or In The Alternative a Nominal Bond Pending Appeal.

This Court is charged with the responsibility in this case of protecting the collective interests of all of the property owners within the dictates of South Carolina law, and this Court cannot, and will not, take any action that benefits the interests of the owners of a small percentage interest in the Real Property to the detriment of the owners of the vast lion’s share percentage interest in the Real Property. Given the facts as set forth above, including the earlier agreed upon fair market valuation of the property at \$9,100,000.00 and the current Rotunda contract that is ready for closing at \$9,750,000.00, I believe I must try to protect the best interests of both the Plaintiff and Defendant owners in this volatile financial time, by denying the Defendants’ Motion for Stay and granting the Plaintiffs’ Motion for Issuance of Master’s Deed.

I find that the purpose of the Pinckney Act is to provide a method by which fee simple title to heirs' property can be kept in the family when one or more co-owner heirs want to sell their respective interests in the family property. I further find that the Defendants in this action have been afforded all of the protections of the Pinckney Act, including being offered their right of first refusal to purchase the collective ownership interests in the Real Property, and that the Defendants failed or refused to exercise that right of first refusal on a timely basis, as provided for in this Court's October 20, 2021 Order. Further, the Defendants have offered no evidence to support any assertion that they have a plan to maintain fee simple ownership of the Real Property in their family.

I find that the Defendants' arguments that, notwithstanding the Consent Order of May 21, 2021 in this action, title to the Real Property is unsettled because of several open estates of co-owners of the Real Property who have passed away since the entry of the May 21, 2021 Consent Order, to be without merit, especially considering that the Defendants have taken no action to open the probates of any of those estates, which is well within their power to do.

I reaffirm my October 20, 2021 Order under which I authorized partition of the property by sale. Mr. Finger, on behalf of Rotunda, having advised the Court that Rotunda will accept a deed from the Plaintiffs for their collective undivided interest in the Real Property, this Court will execute and deliver a Master's Deed conveying title, including the Defendants' collective undivided interest in the Real Property, to the Real Property to Rotunda or its assignee, pursuant

to the contract between Rotunda and the Plaintiffs upon presentation of the draft Master's Deed to be prepared by the Plaintiffs' counsel. The Plaintiffs are authorized to move forward with the closing of the sale of the Real Property pursuant to the Rotunda contract, as amended, for \$9,750,000.00 and the Defendants shall each receive their proportionate share of the purchase price of the net Sellers' proceeds as computed by their ownership interests set forth in the Consent Order of May 21, 2021. The closing costs for the sale of the Real Property shall be as provided for in the Rotunda contract, and the Court recognizes the equitable lien on the interests of all owners of the Real Property in proportion to their respective interests for costs and attorney's fees incurred by the Plaintiffs in the maintenance and prosecution of this action and the costs and fees incurred in the Closing. In addition, the net proceeds that are due to any of owners of the Real Property that have died during the pendency of this case shall be deposited with the Clerk of Court at closing, and this case shall remain open for one year from the date of closing to allow the petition by the Personal Representative of any estate of those deceased owners for recovery of their specific proceeds upon presentation of evidence to this Court affirming such ownership right.

AND IT IS SO ORDERED this ____day of October, 2022.

s/_____
Marvin Dukes, III
Master In Equity and Special Circuit
Court Judge of Beaufort County



Beaufort Common Pleas

Case Caption: Georgia Harrison , plaintiff, et al VS Stephanie Lorraine Kirkland ,
defendant, et al

Case Number: 2020CP0702301

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE # 2020-CP-07--2301

**GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S.
HARRISON, III, STANLEY ROBERTS AND
DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,
Plaintiffs,**

V

**DEFENDANTS' MOTION
FOR STAY AND WAIVER OF
SUPERSEDES BOND OR IN
THE ALTERNATIVE A
NOMINAL BOND PENDING
APPEAL**

**STEPHANIE LORRAINE KIRKLAND, GARY
LAMONT KIRKLAND, KIETA NICOLE WHITE,
AND CHERYL KIRKLAND,**

Defendants.

**To: Thomas Heyward, Esq.; and Chester C. Williams , Esq. Attorneys for
Plaintiffs:**

The Defendants, through their undersigned counsel, would respectfully move this Court pursuant to S.C. Code Ann. §18-9-170; Rule 241 (a) (b) (4) and (c) (1) (2) (3) (4) SCRAP ; Rule 62 (a) (b) (d)(e)and(f) to enter an Order staying the enforcement and suspending its Order filed on October 20, 2021 and waiving the necessity of the Defendants' posting a supersedeas bond or in the alternative, ordering and setting a nominal bond amount pending Defendants'/ Appellants' appeal taking in this case.

THE RELIEF REQUESTED SHOULD BE GRANTED UPON THE FOLLOWING GROUNDS:

1. Substantial likelihood on the merits
2. Irreparable harm
3. No harm to parties
4. No Public Interest

FACTS

1

The plaintiffs instituting this action seeking the following relief

- A To determine the heirs with interest in the property
- B To determine each heir's proportional interest
- C To quiet title to the property *Paragraph 40 &41* of Complaint
- D For sale *Paragraph 46* of Complaint

2

Unknown minors , persons under disability and those serving in the armed services were not cited as defendants on the Summons & Complaint.

3

Defendants had to at conference hearing insist and argue for an Order to compel the Plaintiffs to issue Publication of Process on unknown heirs persons under disability, minors and those serving in the Armed Services.

4

Nothing in the complaint gave notice to the defendants that they had a right of first refusal to purchase the property from the plaintiff heirs who had contracted with Rotunda to sell the property.

5

Prior to the time counsel appeared in this action as attorney for the defendants the plaintiffs had obtained a Court Order limiting the defendants to sixty days to exercise their "Right of First Refusal."

6

The defendants filed a *Motion for Instructions*, that among other things requested the Court to hold an evidentiary hearing as required by law to determine the heirs to the property in light of there being four (4) non-probated estates of recently deceased heirs in various states, that was not granted; but denied.

7

The defendants though they produced competent evidence of *financial capacity* see Exhibit # 1 to pay the appraised price of 9.1million they were, nevertheless, required to pay the entire amount of \$ 8.9 million into the Clerk of Court by December 23, 2021 without any provisions in the Order as to

- A) who would convey the property,
- B) When would the property be conveyed
- C) no warrant deed or marketable title would be given.

8

There is no court order specifying a time limit for the sale of the property by Plaintiffs to Rotunda, though Plaintiff's counsels represented to the court at the January 6, 2022 status hearing that they would be ready to close within 90 days or during the month of March 2022.

9

The plaintiff's have not produced any documentation of record that Rotunda still has a valid contract with the Plaintiff heirs to buy the property.

That Defendant's counsel did advise the lower court that prior to filing the lawsuit the defendants had devised a scheme to defraud the defendant heirs out of the benefit of their "Right of First Refusal". The scheme was

- A) not to publish the Summons and Complaint to avoid given notice to any unknown heirs
- B) to circumvent the requirements of conducting an evidentiary hearing as required by § 15-61-330.(A) SC Code but in lieu thereof
- C) Enter a Consent Order stating the heirs and their respective percentage ownership interest.
- D) Set the date and for the minimum amount of time allowable *(60) days) by statute* for the defendants to exercise their Right of First Refusal and before
 - 1) obtaining an Order Quieting Title, knowing that
 - 2) It is commercially infeasible for anyone to procure a loan for six million dollars within less than sixty days on property that cannot be collateralized because it carries Heirs Title and not Marketable Title (i.e. warranty deed) knowing that no title insurance company will insure "heirs title" property.

11

Upon the defendants not being able to exercise their "Right of First Refusal then the plaintiffs would complete their sale to Rotunda with the proviso that the closing would not transpire until the Plaintiffs were vested with Quiet Title.

12

The lower court has ruled that its order of September 21, 2021 is the Final Order. This order does not state that the parties as heirs are vested with the fee simple title to the property. The order solely states who the heirs are and their respective interest percentages of ownership.

13

There are no allegations in the complaint alleging who was the first grantee in the chain of title upon which the family tree or heirships were derived.

14

There are no allegations in the complaint concerning exclusive, open, hostile ownership and possession of the property for the required statutory period of time for either under claim of title or adverse possession.

15

No posters were placed on or about the property as required by the Pinckney Act. This notice requirement in part is to place adjoining landowners that an action to

quiet title has commenced particularly as disagreements as to boundary lines may exist.

ARGUMENT 1

The interest of justice would be better served if this court would retain jurisdiction under Rule 241 (d)(1), SCACR to rule upon the Appellant's motion for supersedes and stay rather than the lower court.

The record of this proceeding contains improper procedural and substantive errors as set forth in the factual narrative above such that it appears that the lower court would have to reverse its understanding an application of the Clemanta C Pinckney Act with its Right of First Refusal provision coupled with the further understanding and that an action to quiet title means a proceeding consisting of an evidentiary hearing with findings of fact and conclusions of law substantiating the issuance of an order removing all clouds and impediments upon the title to real property to then enable the court to issue its order proclaiming the designated owner(s) possess a fee simple absolute (i.e. "marketable title" title to the property.

In the action herein, at best all that has been accomplished is the entry of a consent order alone, without any corroborating testimony or evidence, establishing who are the descendant heirs and their percentage interest in the property, that is

subject to expanding due to the recent deaths among the heirs. There remain four non-probated intestate estates presently to be administered. The complaint states that the action is commenced to quiet title to the property yet it doesn't state whether it is upon claim of title or adverse possession for the appropriate period of time. At the present time the only deed that may be properly issued upon the property is a quit - claim deed. No statutory notice was posted on the property to render notice to the adjoining landowners of the commencement of the action in the event there existed a property bondage dispute. Please direct your attention to the caption of the case. Were any unknown heirs, minors, persons under disability or serving in the armed forces joined as defendants? Yet, under this prevalent condition of the title the defendant non -selling heirs were only afforded the statutory minimum of sixty days to tender with the clerk of court the sum of 6.9 million dollars without benefit of being able to collateralize the property for a loan. (Title insurance companies will not underwrite "heirs title" property only marketable title) Additionally, no provision was made for an authorize person to tender any type deed upon the tender of the money. Further, no time period was

specified as to when the deed conveyance would be made. This is a unconscionable condition without the provisional dictates of the Pinckney Act. According to plaintiff's counsels no deed was required as this was designed for only the

defendants to acquire the plaintiffs' interest in the property. When in the history of our jurisprudence is an interest in real estate transferred by a Bill of Sale?

The gavelmon point is that under the premises considered, it is easier and fairer for another tribunal or full panel to correctly review a proceeding rather than to convince a prior fact finder that their perspective upon the facts may not be properly aligned and that error perinates this proceeding.

ARGUMENT 2

Though **Rule 241 (b)(3) SCRAP** states that “*Judgments directing the execution of conveyances*” is an exception to the general rule stated in **Rule 241 (a) SCACR**; the Appellant will show that specific conditions precedent as set forth in **Rule 241 (b) SCACR** have not been met.

First, the order granting the plaintiffs authority to sell the property to Rotunda cannot be fulfilled or executed giving the status of the property as “heirs title” unless deceit is utilized such as tendering the defendants their share of the appraisal value for a quit-claim deed and then dismissing the action and commence a new action to quiet title. Upon completion of this subsequent action the plaintiff heirs would be paid for their remainder interest.

Second, since the lower court has ruled that its Order of September 21, 2021 is the Final Order of the case no modifications to it may be properly supplemented.

Third, there exist no evidence that Rotunda has a present enforceable contract with the plaintiff heirs to purchase the property.

Fourth, plaintiffs' counsels represented to the court at the January 6, 2022 status hearing that they would be ready to close on the purchase of the property within ninety days which is now over 180 days.

Fifth, the September 21, 2021 Order may be voidable for indefiniteness as it sets no time limits for it to be executed; save in perpetuity.

Sixth, the property is unimproved property not subject to waste and without any maintenance requirements.

Finally, in balancing the equities between the parties the plaintiffs will receive the same consideration for their interest in the property from the defendants without brokerage commissions being deducted. The defendants will receive in addition to their share of the purchase price a perpetual equity interest in the property with their partner purchaser. This was a social goal our legislators desired in enacting the Pinckney Act.

Respectfully submitted,

The Houston Law Firm LLC
1000 Main Street, Suite 200 C
Hilton Head Island, SC 29926
Phone 8 43-715-9078
E-mail: *chouston@houstonlawfirm.net*

By: Charles E. Houston Jr.
Charles E. Houston Jr.
SC Bar# 2663
Attorney for Appellant

September 7, 2021
Hilton Head Island, SC

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

RECEIVED

Oct 06 2022

SC Court of Appeals

**APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS**

**HON. MARVIN H. DUKES
MASTER IN EQUITY**

Case # 2020-CP-07-02301

**GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S.
HARRISON, III, STANLEY ROBERTS AND
DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,**

Plaintiffs,

RESPONDENTS

vs.

**STEPHANIE LORRAINE KIRKLAND, GARY
LAMONT KIRKLAND, KIETA NICOLE WHITE,
AND CHERYL KIRKLAND,**

Defendants.

APPELLANTS

**EX PARTE:
MOTION FOR ORDER FOR IMMEDIATE STAY AND SUPERSEDES BOND**

The Appellants would respectfully move this Court pursuant to Rule 241, SCRAP and particularly under the provisions of 241(c)(1), d(2) and d(6) of this Rule. for an *ex parte* Order of relief.

The ruling of the Master in Equity on September 22, 2022 has not been filed as an order due to the inordinate delay by Respondents' counsels in preparing a proposed order for the Master in Equity to review and file. Appellants would suffer irreparable harm and injury during this prolonged interval if they are compelled to wait upon the prolonged issuance of the order to present to this court as is the normal practice for the reasons set forth herein. The Appellant is prepared and willing to post a supersedes bond under such terms and conditions as this Court may find equitable and just.

Appellants would move this Court for an immediate temporary order staying the proceedings now pending in the lower court, especially the ruling of the Master in Equity issued at a hastily arranged conference meeting on September 22, 2022⁹ (see Exhibit 1 e-mail) denying Appellants' motion for a Supersedes Bond for any amount, authorizing the Respondents to sell the property; and further, that the Master in Equity would convey the unimproved "Heirs Titled "property subject of this action to the Respondents' purported buyer. (An action the Court had previously refrained from doing at the time the Respondents desired to exercise their "Right of First Refusal.)

There was a full hearing upon the motions held before the Master in Equity on September 22, 2022. (See transcript attached as Exhibit 2). The Appellants' Motion for Stay and Supersedes Bond, Exhibit 3; Appellants' Return in Opposition to Respondents'

Motion for Master's Deed, Exhibit 4; Respondents' Return in Opposition to Supersedes, Exhibit 5; Respondents' counsels delay in drafting the proposed order of the Master in Equity.

The urgency for this Court to take jurisdiction immediately and issue a temporary stay until the issue of a supersedeas bond may be fully reviewed by this Court is that if the sale of the property is completed before the ruling of the Master in Equity is embodied into an Order, the Appellants would be left without any remedy and their appeal taking to this Honorable Court may be subject to dismissal on the grounds of mootness, save a collateral action for reformation of the deed be brought in the future. The Respondents' counsels are delaying drafting the Order from the Master in Equity's ruling to the Appellants' detriment. This delay has the strong potential of prevented this court from reviewing the multiple assignments of error of law, the lack of due process of law and the denial of equal protection under the law that have occurred in this case.

Further, this Court issuing a temporary stay would prevent a fraud upon the Court being unjustly rewarded. This action was brought for Partition Sale and to Quiet Title. The Respondents have persuaded the court to issue its final order ending the case upon the intended sale of the property while no proceedings have been held to quiet the title. There exist four non probated estates among the heirs. This will also deprive the Appellants of a valuable property right -i.e. The assurance of receiving a higher price for the property once the title becomes quieted and marketable. The fraud is that the Respondents never intended to clear the title in the name of the heirs. They will wait until the property is sold and the

present heirs interest extinguished and afterward, bring a new action with the intended buyer, Rotunda, as the plaintiff.

The Master in Equity has committed an egregious error of law by not exercising any discretion within the realm of discretion dictated by Rule 241(c) (3) by not exercising any discretion in outright denying any Supersedes Bond. An action that may only be remedied by this Court that it is urgently requested by the Appellants and the Court under the premises considered; would be justified in granting.

Respectfully submitted,

The Houston Law Firm LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
843-684-0211
chouston@ houstonlawfirm.net

By: S/ Charles E. Houston Jr.
Charles E. Houston Jr.
SC Bar # 2663
Attorney for Appellants

October 4, 2022
Hilton Head Island, SC

The South Carolina Court of Appeals

Georgia Harrison, Barbara Harrison, Joyce Ellen Harrison, William S. Harrison III, Stanley Roberts, and Diana Mendheim, individually and as agent and attorney in fact, Respondents,

v.

Stephanie Lorraine Kirkland, Gary Lamont Kirkland, Keita Nicole White, and Cheryl Kirkland, Appellants.

Appellate Case No. 2022-000277

ORDER

After careful consideration, the petition for supersedeas is denied.



FOR THE COURT

Columbia, South Carolina

cc:

Charles E. Houston, Jr., Esquire
Thomas C Taylor, Esquire
Chester C. Williams, Esquire

FILED
Nov 01 2022

RECEIVED

Nov 07 2022

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS
HON. MARVIN H. DUKES
MASTER IN EQUITY

Appellate Case # 2022-000277

**GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S.
HARRISON, III, STANLEY ROBERTS, AND
DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,**

RESPONDENTS

vs.

**STEPHANIE LORRAINE KIRKLAND, GARY
LAMONT KIRKLAND, KIETA NICOLE WHITE,
AND CHERYL KIRKLAND,**

APPELLANTS

APPELLANTS' MOTION FOR REHEARING

The appellants would move the court pursuant to Rule 240, Rule 241 and Rule 221 SCRAP for a rehearing and reconsideration of the court's order of November 1, 2022 that denied the appellants motion for a supersedes bond that is required as a matter of law by nature of the character of the underlining case that an appeal has been taken.

The law pertaining to us stay of a lower court order for the sale of land is embodied as Rule 62 SCRCF and Rule 241 SCRAP and codified as § 18-9-170, Code of Laws of South Carolina Ann. This denial of a fundamental right denies the appellants of the equal protection of the laws as guaranteed by Article 3 Section 1 of the South Carolina Constitution and the 5th and 14th Amendments of the Constitution of the United States.

The court states in the order denying the applicants motion for a stay accompanied with a Writ of Supersedes (conditioned upon the posting of a bond for an amount to be determined by the court De Nova") that, "after careful consideration the motion is denied" without stating the factual basis or factors the court considered.

The pertinent point in both these court rules is that the granting of a supersedes bond is not discretionary, but mandatory in this case to prevent the appellants' property from being sold. The court's discretion is limited to setting the amount of the supersedeas bond after exercising its' careful consideration of what damages the

non-moving party may incur for not having possession of the property during the pendency of this appeal.

While The Master in Equity, who first denied the appellants Writ of supersedes. is of the judiciary he is appointed to his office by the governor of the state, being of the executive branch of our government; justices of the Court of Appeals are appointed by our State legislatures who derive their powers directly from the citizens of the State of South Carolina and have a disposition more firmly founded upon guaranteeing the constitutional protections of the citizenry they serve.

§ 18-9-170 the stay and supersedes statute, reads as follows:

If the judgment appeal from direct to cell or delivery of possession of real property the execution of the judgment shall not be stayed unless a written undertaken be executed on the part of the appellant, with two sureties, to the fact that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaken until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaken. When did judgment directs the sale of land to satisfy a mortgage thereon or other lien the undertaken shall provide that in case the judgment appeal from be affirmed and the land be finally

sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and you'll pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaken to the time of sale, but not exceeding the amount of such deficiency which son shall be duly entered as a payment on the judgment; and in case the land shall be unimproved land then in an action or proceedings now pending or hereafter begun in any other courts of this state the undertaking shall further provide for the payment by a pediment pellet if the judge would be affirmed of any taxes due at the time of the appeal or already paid by the mortgage or becoming due during the pendency of the appeal and also for the payment by appellant of the interest on the debts falling due the pendency of such appeal.

A leading case construing this statutory provision is Wachesaw Plantation Community Services Association Inc., v Todd C Alexander 414 SC 355, 778 S. E. 2d 898, This case in reversing the Court of Appeals held that the issuance of a deed does not render a motion to vacate a foreclosure sale moot and that the appellate court was compelled to rule on the merits of the appeal. This is good law. However, the not addressed problem remains. Without the court granting the appellants a supersedeas bond the lower court may proceed to sell the property. What benefit is derived by the appellant who prevails upon appeal when the property has been sold. What benefit is derived by the Appellants to prevail upon appeal and the property is

gone? At least for the moment it satisfies the requirement of *Rule 219, SCRAP* that the action of the court on the motion or petition has the effect of dismissing or finally deciding a party's appeal.

What has not been ruled upon though and is a requirement to be fulfilled by the Plaintiffs/Respondents is § 18-9-130 A (2), Code of laws of South Carolina Ann. This statute provides that a plaintiff may not enforce a sale of property after a notice of appeal is filed without giving an undertaking or bond to the to the defendant with good sureties and double their praise value of their property.

That statute reads as follows:

*A **plaintiff** may not enforce the sale of property after a notice of appeal is filed without giving an undertaking or bond to the defendant with two good securities in double the praise value of the property or double the amount of the judgment condition to pay all damages defendant may sustain by reason of the sale in case the judgment is reversed. The **plaintiff** in such a case may not proceed with a sale of defendants' property if the **defendant** enters into an undertaking with good sureties in double the appraised value of the property or the amount of the judgment to pay the judgment with legal interests and all costs and damages the plaintiff may sustain by reason of the appeal or to produce the property levied upon and submit to the sale if the judgment is confirmed.*

This appears to present off setting requirements or dual requirements; but the Defendant/appellant may need to comply with theirs first.

The movement appellants are black owners and a suspect class under constitutional law tiered scrutiny classifications; with all being citizens of the United States and taxpayers of the State of South Carolina. If the court does not grant a rehearing its' order of November 1, 2022 becomes the law upon the case and would be a denial of the equal protection of the laws to the appellants as embodied in Article 1 § 3 of the South Carolina Constitution and the 5th and 14th Amendments of the United States Constitution.

The 5th Amendment due process clause requires the United States government to practice equal protection. The 14th amendment's due process clause of the United States Constitution requires the states to comply with this mandate also. The 14th amendment basically states that *all persons born or naturalized in the United States and subject to the jurisdiction thereof are citizens of the United States and of the state wherein they reside no state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United states,; not shall any state deprive any person of life liberty or property without due process of law nor deny to any person within its jurisdiction the equal protection of the laws.*

The right of a party to obtain a Writ of Supersedeas is a property right which this court's order of November 1 2022 is denying to Black litigant citizens. It is a

right which has never, through a search of South Carolina jurisprudence, been previously denied to all other citizens. The right to a writ of supersedes in the civil law is tantamount to the right to vote and the right for bail in our criminal law. The right to acquire a supersedes bond (a property right) are both constitutionally guaranteed rights save the power of the court to exercise its discretion in calculating justice, to determine the amount of the bond. For a court not to exercise this discretion, when there is a legal constitutional imperative to do so, is tantamount to an abuse of discretion.

The appellant upon the grounds herein set forth, moves the court to grant a review and rehearing buy a three judge panel for the purposes of reconsidering its ruling set forth in the Order of November 1, 2022 and then grant to the appellants a supersedeas bond, upon the unimproved property, that is the subject matter of this action, on appeal, to which they hold a small minority interest as joint heirs, who are attempting to exercise their Right of First Refusal.

Respectfully submitted,

The Houston Law Firm LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
Phone: 843-684-0211
chouston@houstonlawfirm.net

By: S/ Charles E. Houston Jr.
Charles E. Houston Jr.

SC Bar # 2663- Fed. Bar # 1961
Attorney for Appellants

Hilton Head Island, SC
November 7, 2022

RECEIVED

Nov 07 2022

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS
HON. MARVIN H. DUKES
MASTER IN EQUITY

Appellate Case # 2022-000277

**GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S.
HARRISON, III, STANLEY ROBERTS, AND
DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,**

RESPONDENTS

vs.

**STEPHANIE LORRAINE KIRKLAND, GARY
LAMONT KIRKLAND, KIETA NICOLE WHITE,
AND CHERYL KIRKLAND,**

APPELLANTS

PROFF OF SERVICE

I hereby certify that this law firm represents the Appellants in the above captioned matter and that on the date below at Hilton Head Island South Carolina I served a copy of the foregoing **Motion for Rehearing** and the **Proof of Service** on the following persons by electronic mail to their AIS email addresses and by US mail, first class postage prepaid, on November 7, 2020

Documents served:

(1) Proof of Service and

(2) Motion for Rehearing

Parties Served:

Thomas C. Taylor, Esq.
Law Office of Thomas C. Taylor, LLC
P.O. Box 5550
22 Bow Circle, Suite A Hilton
Head, SC 29928

And

Chester C. Williams, Esq.
Law Office of Chester C. Williams, LLC 17
Executive Park Road, Suite 2
PO Box 6028
Hilton Head Island, SC 29938-6028

Attorneys for Respondents

This 7th day of November, 2022

The Houston Law Firm LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
Phone: 843-715-9078
chouston@houstonlawflrm.net

By: S/ Charles E. Houston.

Jr.

Charles E. Houston, Jr.

Attorney for Appellants

SC Bar# 2663/ Fed Bar# 1961

Hilton Head Island, SC



Charles E. Houston, Jr.

November 7, 2022
Ctfilins@sccourts.org

RECEIVED
Nov 07 2022
SC Court of Appeals

Hon. Jenna Abbott Kitchings, Clerk
The South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

Re: *Appellate Case # 000277*
Harrison v Kirkland
Filing of Motion for Rehearing

Dear Ms. kitchings:

Our office represents the appellant in the above reference case on appeal before your court and we are submitting for filing the Appellants Motion for Rehearing along with our check for \$50 to cover the courts filing fee for this motion.

By copy this letter I am serving the same upon opposing counsels as set forth in our enclosed Proof of Service

With kind regards, I remain
Respectfully

,
S/ Charles E. Houston Jr.
Charles E. Houston, Jr.

Cc: Chester C, Williams, Esq.
Thomas Taylor, Esq.

Encls: as stated

RECEIVED

Nov 02 2022

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS
HON. MARVIN H. DUKES
MASTER IN EQUITY

APPELLATE CASE # 2022-000277

GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S.
HARRISON, III, STANLEY ROBERTS AND
DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,

RESPONDENTS

vs.

STEPHANIE LORRAINE KIRKLAND, GARY
LAMONT KIRKLAND, KIETA NICOLE WHITE,
AND CHERYL KIRKLAND,

APPELLANTS

AMENDED INITIAL BRIEF OF APPELLANTS

The Houston Law Firm LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
Phone: 843-684-0211
chouston@houstonlawfirm.net
By: S/ Charles E. Houston Jr.
Charles E. Houston Jr.
SC Bar # 2663 Fed. Bar # 1961
Attorney for Appellants

TABLE OF CONTENTS

TABLE OF AUTHORITIES	i
STATEMENT OF ISSUES ON APPEAL	1
STATEMENT ON THE CASE	4
STANDARD OF REVIEW	12
ARGUMENT 1	14
ARGUMENT 2	16
ARGUMENT 3	19
ARGUMENT 4	21
ARGUMENT 5	21
ARGUMENT 6	25
ARGUMENT 7	26
CONCLUSION	30

TABLE OF AUTHORITIES

CONSTITUTIONS

Article 1 § 3 of the SC Constitution	3,13, 29
Amendment 5 U.S Constitution	13
Amendment 14, U.S. Constitution	13

STATUTES

4-11-160	24
8-21-320 S.C. Code Ann	19
12-24-20	2
12-29-20	24
14-5-330	8
14-11-160	2, 24
15-39-830	2, 24
15-61-10	4
15-61-310	1, 4, 5,16
15-61-330	17, 20
15-61-360(B)	5
15-61-370 (A)	9
15-61-370(B)	9

15-67-10	
15-61-25	28
15-61-30 S.C. Code Ann.	27
15-61-35 S.C. Code Ann.	30
15 -61-330 S.C. Code Ann.	19, 30
15-61-330)(c) S.C. Code Ann.	30
15-61-390 (A)	30
37-5-108 S.C. Code Ann	28

CASES

<u>Byrd v. Johnson</u> , 417 S.C. 474, 790 S.E. 2d 200 (Ct. App. 2016).	30
302 S.C. 469, 395 S.E.2d 446 (CT. APP. 1990).	17
<u>Clark v. Hargrave</u> , 323 S.C. 84, 87, 473 S.E.2d 474, 476 (Ct. App. 1996).	10
<u>Doe v. Clark</u> , 318 S.C. 274, 276, 457 S.E.2d 336, 337 (1995).	
<u>Ex parte Capital U-Drive-It, Inc.</u> , 369 S.C. 1, 630 S.E.2d 464, (2006	15
<u>Hagood v. Summerville</u> , 362 S.C. 191, 607 S.E.2d 707, (2005).	15
<u>Holler v. Holler</u> , 364 S.C. 256, 612 S.E. 2d 469 (Ct App 2005)	28
<u>Major v. Penn Community. Services., Inc.</u> , 395 S.C. 175, 717 S.E.2d 70 (Ct. App. 2011).	11
<u>May v. Jeter</u> , 245 S.C. 529, 534, 141 S.E.2d 655, 658 (1965)	10

<u>Ornelas v. United States</u> , 517 U.S. 690, 116 S.Ct. 1657, 134 L.Ed.2d 911 (1996)	15
<u>Robinson v. Estate of Harris</u> , 378 S.C.140, 662 S.E.2d 420 (Ct. App 2008)	17
<u>Scalise Dev., Inc. v. Tidelands Investments., LLC</u> , 392 S.C. 27, 707 S.E.2d 440 (Ct. App. 2011)	10
Shelley’s Iron Works, Inc, v. City of Union 403 S.C. 560, 743 S.E. 2d 778(2013)	23
Smith v. D.R. Horton "403 S.C. 1042 S.E.2d 37, (Ct. App. 2013)	28
<u>Watson v. Underwood</u> 407 S.C. 443 756 S.E. 2d 1 55.	21
<u>Weil v. Weil</u> , 299 S.C. 84, 382 S.E.2d 471 (Ct. App. 1989)	23

COURT RULES

Rule 7	19
Rule 7(b)1 SCRCPP	
Rule12(b)(4)SCRCPP	8
Rule 12 (b) (7)	9,18
Rule 52(b) SCRCPP	6
Rule 54(b) SCRCPP	6,7
Rule 59 SCRCPP	23
Rule 59 (a)(d) and (e), SCRCPP	6

Rule 60 SCRCP	23
Rule 60(b)(2) SCRCP,	6
Rule 71 (E) SCRCP	4, 25, 26
Rule 71 (d) 91) SCRCP	25

OTHER AUTHORITIES

2008-CP-07-0452 Judgement in civil action	27
Regulations of the American Land Title Association (ATLA)	24

STATEMENT OF ISSUES ON APPEAL

ISSUE 1

Does South Carolina law allow a party to avoid statutory jurisdictional prerequisites simply required by § 15-61-310 the Clemente C Pinckney Act by simply entering a Consent Order?

ISSUE 2

When statutory jurisdictional, prerequisites are not complied with, do any subsequent orders of the court retain any validity or become null and void for lack of subject matter jurisdiction?

ISSUE 3

Does an oxymoron of meaning exists to classify the order of the court dated October 20th 2021 as a final order when (1) a provision within the order calls for the publication of the summons and complaint (2) no form for order accompanied it's failing stating that the order ended the case and (3) where the complaint stated A cause of action to quiet title had been brought and was never withdrawn and for the defendant answered and participated in the action relying upon the relief being granted as prayed for in the complaint and (4) the order concluding the proceeding without having an prerequisite evidentiary hearing.

ISSUE 4

Was the Court in error upon ruling that it lacked jurisdiction to hear the defendant's motion for reconsideration to its order of October 20th, 2021, and made the pellet court now rule upon the matters set forth in this motion?

ISSUE 5

Other than the specific limited authority granted to a Master in Equity by South Carolina Code of Laws §14-11-160, (judicial sales) §4806<0; 631 (Judicial sales) §12-24-20 (deed upon foreclosure) and § 14-11-160 Master may sell real estate in any county under order by consent (South Carolina Code of Laws (2022 Edition) does a master in equity have the judicial authority to convey land that is the in-rem property subject matter in an action to quiet title.

ISSUE 6

Assuming are you endo that a Master in equity has the authority to convey land in an action to quiet title does the judicial doctrine of *stare decisis* and the Fifth and Fourteenth Amendments of the US Constitution and the provision guarantee of equal protection clause to the 14th amendment of the United States Constitution and Article 1 § three of the SC Constitution prohibition against the taking of property without due compensation prohibit the Master

in Equity to withhold conveying the property when the defendants were in the process of exercising their “Right of First Refusal and afterwards agree to convey the land to facilitate the plaintiffs purported contract of sale.

ISSUE 7

Were The terms issued by the court in the October 20, 2021, Order for defendants to exercise their “Right of First Refusal “as provided by the Clementa C. Pinckney Act economically and pragmatically unconscionable. For to deposit \$6 million dollars with the court without any provisions being made for the property to be conveyed to them and without warranty of title and without provisions for the deposit to be applied to the purchase price of 9.1 million and (4) no provisions for the refunding of the purchase effectively eliminated the defendants exercise of their right of first refusal (a property right) and constituted a taken of a property right as guaranteed by Article 1 § 3 of the SC Constitution and the enumerated Amendments of the U.S. Constitution been infringed upon by having been denied due process of law and the equal protection of the laws in this proceeding.

STATEMENT OF CASE

This is an action filed by the Respondents to quiet title filed under S.C. Code Ann. § 15-67-10 et seq. and to Partition the land by sale, pursuant to S.C. Code Anno. § 15-61-10 et seq. and to quiet title under the Pinckney Act (S.C. Code Ann. § 15-61-310, et seq.) The Summons and Complaint were filed on November 24, 2020, and the Complaint advised the court and the defendants in November of 2020, of a pending contract that had been entered into by the Respondents to sell the property at issue to Rotunda Land & Development Group, LLC (“Rotunda”) for \$9,100,000.00. See the Affidavit of Andre Johnny White (the “White Affidavit”) filed in support of the Respondents’ Return to the Appellants’ original Motion for Stay filed on March 28, 2022, and Exhibits A and B thereto.

The property at issue is a tract of approximately 26.462 acres located on the north end of Hilton Head Island in Beaufort County (the “Property”), which has been through two previous quiet title actions. Pursuant to Rule 71 (E) South Carolina Rule of Civil Procedure because this suit included a partition action the Circuit Court was empowered to determine the title and interest in the real property of the several parties to the action.

In response to the Complaint, counsel for some of the Appellants/Defendants filed an Answer on January 7, 2021. The Answer generically refers to Defendants but does not identify which Defendants the Answer is on behalf of or whether all named Defendants appeared. The case was then referred to the

Beaufort County Master in Equity.

On May 21, 2021, counsel the Plaintiffs and the prior counsel for some of the Defendants presented a joint Consent Order to the Court evidencing a written agreement between them that the Property is owned indivisibly by the Plaintiffs, the represented Co-Owners, and the Defendants, and that Consent Order provided a detailed “Exhibit A” setting forth the mutually agreed upon undivided interest percentages of each party. The Master in Equity signed and filed the Consent Order on May 21, 2021. See Exhibit E to the White Affidavit. At that time, the Respondents owned an undivided approximately 99.192707 percent interest in the Property and the Appellants owned an undivided 0.807293 percent interest in the Property.

Once the partition portion of the case had been purportedly resolved by the May 21st, 2021, consent order and all owners of the property specifically identified by percentage ownership, the parties and counsels moved forward under the (Clementa C. Pinckney Act) § 15-61-310 S. C. Code of Laws Annotated et. Seq. to determine the fair market value of the 26.462 acres and on September 15 2021 the court entered an order pursuant to § 15-61-360 B, S.C. Code Annotated establishing the fair market value of the 26.462 acres at \$9,100,000 despite respondents own acknowledgment that the only appraisal of form set the value at 9,756,100 and three Dallas (see plaintiffs memorandum in support of motion to set fair market value August 30th 2021)

By Order dated October 20, 2021, the lower court established the fair market

value of the property at \$9,100,000 and required Defendants to pay \$8,993,359.10 into the court by December 22, 2021. **(October 20, 2021, Order, p 4-5.)**

Appellants, pursuant to Rule 52(b), Rule 54(b), Rule 59 (a)(2) and (e), and Rule 60(b)(2), SCRCp, moved the lower to alter or amend the Orders of the court entered on January 20, 2022, October 20, 2021 and May 21, 2021, in the following particulars:

1. To amend the findings of fact and conclusions of law or make new findings and conclusions and direct the entry of a new judgment in the case herein.
2. Request the court to reconsider matters properly encompassed in a decision on the merits.
3. To rule upon motions that have not been addressed upon the merits of the issues raised in this proceeding.
4. To set forth the court's findings, the reasons for those findings and conclusion of law.
5. To open the judgment if one has been entered, take additional testimony, amend findings of fact and conclusions of law.
6. Receive newly discovered evidence; and
7. Make new findings and conclusions and direct the entry of a new judgment.

On January 6, 2022, this court heard Defendants' Motion for Relief & Extension of Time & Realignment of Heirs, and Defendants. Appellants reassert and

incorporated by reference said motion in its entirety. Attached hereto is the transcript of said hearing in its entirety as **Exhibit A**. The trial court specifically ruled during the January 6, 2022, hearing that the provisions of the October 20, 2021, order were unappealable nor had a motion for reconsideration been filed, such that the order of October 20, 2021, could not be modified. (**Jan. 6, 2022, Tr. p. 15, line 15 – p. 16, line 18**).

On January 20, 2022, the Court entered an order generally denying relief without making specific findings, rulings and conclusions of law as required by Rule 52(a), SCRCF, and without sufficiently addressing:

1. Defendants' Motion to modify the terms of the October 20, 2021, order. Additionally, the Court did not rule on Defendants' Motion for Relief of Judgment and for Extension of Time to Tender Purchase Price and Right of First Refusal filed December 22, 2021.
2. Defendants' Amended Supplemental Motion for Relief of Judgment and for extension of time to Tender Purchase Price under Right of First Refusal filed January 5, 2022; and
3. Defendants' Objections to Proposed Order filed January 11, 2022.

To the extent that the January 20, 2022, order addressed its inability to modify the October 20, 2021, order, it was in error. *See* Rule 54(b), *cited above*. Appellants' foregoing appeal includes an appeal of the orders of May 21, 2021 order and the

October 22, 2021 orders, neither of which were appealable at the time they were issued but are now subject to appellate review (combined with an appeal from a final order) pursuant to S.C. Code Ann. §14-3-330(1),(2) and (3).

At the heart of this matter is determining how a court, in equity, may effectuate the purpose and intent of the Pinckney Act. As specifically set forth in Defendants' motion to the court dated December 22, 2022, and the hearing on January 6, 2022, Defendants within a 60-day window identified a partner to purchase the heir property and participate in the development of the property. The proposal put forth put the plaintiffs in a better position than the contract plaintiffs previously brought before the court. Additionally, defendants' developer partner has the financial wherewithal to quickly close on the purchase of the property once technical impediments are removed. Appellants requested specific finding of facts, conclusions of law and rulings of the Court set forth below.

1

The Plaintiffs' Complaint on its face admits that there are at least two un-probated estates, with unknown heirs, which have not been established to include persons who are or may be under some disability or a minor and thus the Complaint is subject to being dismissed pursuant to SCRCP 12(b)(4).

2

There are at least four un-probated estates of heirs, two coming into existence

since the Publication of the Summons and with unknown heirs, which have not been established to include persons who are or may be under some disability or a minor and thus the Complaint should be dismissed pursuant to SCRCP 12(b)(6). Defendants seek a ruling from the Court upon this issue.

3

Defendants seek a ruling that the Plaintiffs have failed to join necessary parties and, therefore, the Complaint should be dismissed pursuant to SCRCP 12(b)(7).

4

Defendants seek a finding of fact or ruling that an evidentiary hearing has not been provided to the Defendants, though requested and as required by receive evidence pertaining to their factual denials of Paragraphs 1, 2, 3, 4 11, 14, 15, 20 22, 26, 27 28, 29,30, and 31 of the Complaint. In fact, the Pinckney Act contemplates a trial will be set (15-61-370(B)) states that cotenant shall have until ten days prior to trial setting to elect option to purchase property). Once valuation of the property is established, Plaintiffs were required to serve all co-tenants, this relates to even cotenants who have not made an appearance in the case. § 15-61-370(A). The Pinckney Act event contemplates that a cotenant in default still has the ability to purchase the heir property. No service by publication occurred prior to the court's order purporting to quiet title. Months after the purported quieting of title, the court

ordered publication. See Affidavit of Maria Belbus Parker, individual designated by the court to procure publication on October 20, 2021, order. Ms. Parker sets forth that publication was made on October 25, 2021, and November 8, 2021. Defendants seek a ruling that the court's May 21, 2021, Order is void, set aside and of no further effect.

5

Defendants seek a finding of fact and ruling by the Court that the Plaintiff's Complaint never requested the court to certify that the co-tenants be bestowed or endowed with the fee simple absolute title to the property subject to this action.

6

Defendants seek a finding of fact and ruling by the Court whether the title to the property subject to this action has been at all times from the commencement of this action been and remains "Heirs Title" property.

7

Defendants seek a finding of fact and ruling by the Court that the present title status of the property does not meet the "marketable title standard as set forth in *Scalise Dev., Inc. v. Tidelands Investments., LLC*, 392 S.C. 27, 707 S.E.2d 440 (Ct. App. 2011). (Principle that to have the cloud on the title removed is to receive fee simple title to property. *Clark v. Hargrave*, 323 S.C. 84, 87, 473 S.E.2d 474, 476 (Ct. App. 1996). *May v. Jeter*, 245 S.C. 529, 534, 141 S.E.2d 655, 658 (1965),

Major v. Penn Community. Services., Inc., 395 S.C. 175, 717 S.E.2d 70 (Ct. App. 2011)).

8

Defendants seek a finding of fact and ruling by the Court whether the tendered contract between the Defendants and SRE that, among other things, provides for the Defendants to hold and retain a ten percent equity participation in the development of the property is more consistent with the legislative goals and purposes of the Clementa Pinckney Act than the straight contract for purchase proffered by the Plaintiffs under which they would be bought out and then permanently removed from their heritage land.

9

Defendants seek a finding of fact and ruling by the Court whether that SRE has demonstrated a sufficient showing of its capabilities and financial resources to fulfill the purchase of the property.

10

Defendants seek a finding of fact and ruling by the Court whether a deed of conveyance either with or without marketable title was in preparedness to be delivered to SRE on December 23, 2021.

11

Defendants seek a finding of fact and ruling by the Court whether the

property was available to be mortgaged by SRE on December 23, 2021.

12

Defendants seek a finding of fact and ruling by the Court whether a conflict of interest exist with counsel for the Plaintiffs who represents parties both in this action and in one or more of the open estates; (see Affidavit of Keita White) especially where the relief sought by their clients solely seeks to confirm the percentage ownership among the family heirs and not clear the title to the land knowing that without a marketable title and is unjust impediment has been created to prevent SRE from purchasing the property.

13

Did the Court commit an abuse of discretion as a matter of law by not granting the Defendants request for 45 days to have a hearing to receive testimonial evidence to determine the heirs of the estates of the four deceased heirs and to tender the purchase price, with the Defendants depositing 10%percent down with the court and also paying to the Plaintiffs the amount of 9.7 million in lieu of the appraisal price.

14

Did the Court commit an abuse of discretion as a matter of law by not granting the Defendants an extension of time to tender the purchase price in light of the fact that the Clementa C. Pinckney Act provides for a minimum of 60 days for heirs exercising their Right of First Refusal to complete the purchase especially

where the 60 day period allotted to the Defendants is commercially impossible to achieve, especially considering the large purchase price and the cloudy title encumbered upon the property rendering it useless for loan collateral purposes?

15

Have the Defendants property rights under the provisions of Article 1 § 3 of the SC Constitution and the enumerated Amendments of the U.S. Constitution been infringed upon by having been denied due process of law and the equal protection of the laws in this proceeding.

STANDARD OF REVIEW

An action to “Quiet Title” is an action in equity and the standard of review is “De Nova review as prescribed by *article V, § 5* of the South Carolina Constitution. the reviewing court may make findings in accordance with its own view of the preponderance of the evidence); *Dean v. Kilgore*, 313 S.C. 257, 437 S.E.2d 154 (Ct.App.1993)

A partition action is an action in equity and an appeal from an equitable action this court has jurisdiction to find facts in accordance with its own view of the preponderance of the evidence. *Doe v. Clark* 318 S.C. 274, 457 S.E.2d 2nd 336 (1995)

When legal and equitable actions are maintained in one suit, each retains its own identity as legal or equitable for purposes of the applicable standard of review on appeal. *Corley v. Ott* , 326 S.C. 89, 485 S.E.2d 97 and *Consignment Sales, LLC v. Tucker Oil Co.*, 391 S.C. 266, 705 S.E.2d 73 (Ct. App. 2010).

An issue regarding statutory interpretation (Clementa C. Pinckney Act “Right of First Refusal” is a question of law *Jeter v. S.C. Dept. of Transp.*, 369 S.C. 433, , 633 S.E.2d 143, (2006). In a case raising a novel question of law the appellate court is free to decide the question

with no particular deference to the lower court Ex parte Capital U-Drive-It, Inc., 369 S.C. 1, 630 S.E.2d 464, (2006); Hagood v. Summerville, 362 S.C. 191, 607 S.E.2d 707, (2005).

For Fifth and Fourteenth Amendment and Article I § 3 violations under the SC Constitution in this case should be reviewed *de novo* pursuant to Ornelas v. United States, 517 U.S. 690, 116 S.Ct. 1657, 134 L.Ed.2d 911 (1996)

ARGUMENT 1

South Carolina law does not allow a party to avoid statutory jurisdictional prerequisites required by § S.C. Code Ann. § 15-61-310, *et seq.* known as the Clemente C Pinckney Act by simply entering a Consent Order?

Here there were multiple prerequisite jurisdictional requirements that were not complied with. *First*, the personal representatives or administrators of the four open estates of deceased heirs were not served I joined in the action. *Second*, a Lis Pendens was not filed. *Third*, there was no publication of process made on unknown parties prior to the entry of the consent order. *Fourth*, a Guardians *Ad Litem* had been appointed to represent the interests of unknown heirs, persons under disability, minors or a person's serving in the armed forces of the United States. *Fifth*, no notice signs were erected or placed upon the property (the type used by Counties to notify the public that a tax lien has been placed upon the property) to notify all persons especially adjoining landowners that an action to quiet title to the property had been commenced. A corollary to this would be Sixth; failure to join adjacent landowners in the action to eliminate or address any issues pertaining to the correct boundaries to the property. Seventh, an evidentiary hearing as required by §15-61-330 which is the prerequisite before a final order can be rendered as not been held.

§ 15- 61 – 330 reads as follows:

In an action to partition real property under Article 1, upon motion of a party or from statements contained in the pleadings, the court shall determine, in a preliminary hearing held after the filing of the action, whether the property is heirs' property. If the court determines that the property is heirs' property, the partition of the heirs' property is governed by the provisions of this article, unless all cotenants otherwise agree in a record.

The Defendants made the court and parties aware of this deficiency by formal motion (*See Defendants Motion for Instructions*) and repeatedly at the Conference Hearings (*Transcripts*)

Additionally, the court failed to permit Appellants an evidentiary hearing, though requested and as required to receive evidence pertaining to their factual denials of Paragraphs 1, 2, 3, 4 11, 14, 15, 20 22, 26, 27 28, 29,30, and 31, of the Complaint and thus making the court's May 21, 2021 Consent Order void and of no further effect. **(Def. Jan. 31, 2022, Motion for Reconsideration, p 5.)**

Further, the court failed to issue a finding of fact and ruling regarding whether the title to the property subject to this action has been at all times from the commencement of this action been and remains "Heirs Title" property? **(Def. Jan. 31, 2022, Motion for Reconsideration, p6.)** The well-established case of Robinson v. Estate of Harris, 378 S.C.140, 662 S.E.2d 420 (Ct. App 2008)

adequately support this principle of law and the facts are strongly within their prevue.

Here the Respondents failed to join necessary parties and, therefore, the Complaint should be dismissed pursuant to SCRCP 12(b)(7). **(Def. Jan. 31, 2022, Motion for Reconsideration, p 3.)** The docket lacks any evidence of the establishment of heirs related to the pending probate matters referenced in the Complaint and no publication was perfected prior to the Consent Order and the Order of October 20, 2021. order title.

When statutory jurisdictional prerequisites are not complied with subsequent orders of the court retain no validity and become null and void for lack of subject matter jurisdiction.

ARGUMENT 2

The order of the court dated October 20, 2021 was not a valid or final order when (1) a provision within the order calls for the publication of the summons and complaint (2) the Form 4 order sheet accompanied it's filing did not state that the order ended the case and (3) where the complaint stated a cause of action to quiet title that had not been prosecutorial developed and was never withdrawn and the defendants answered and participated in the action relying upon the relief being granted as prayed for in the complaint and (4) the order as

written purported as a final order concluded the proceeding without ever having the prerequisite evidentiary hearing required under the provisions of §15-61-330 of the Pinckney Act.

There are additional reasons this order was not a final order as Rule 54(b) SCRCP specifically provides that “*any order. . . however designated, which adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties . . . is subject to revision at any time before the entry of judgment adjudicating all of the claims and the rights and liabilities of all the parties.*”

- a. This was not a Consent Order as the Defendants filed a response in opposition the provisions in its proposed order form. (Response in Opposition)
- b. The Order was not raised by motion as required by Rule 7(b) (1) SCRCP and the filing fee of \$25.00 paid to the Clerk of Court as required by § 8-21-320 S.C. Code Ann. as amended, effective July 1, 2002, by H4431, R470, which requires a filing fee of \$25 for all motions in a Court of Common Pleas and Family Court unless exempted under the Order of the South Carolina Supreme Court dated June 26, 2002 that allows for the waiver of the fee only when forma pauperis has been granted under Rule 3(c) SCRCP that is not present in this instance

.

RULE 7, reads as follows:

PLEADINGS ALLOWED: FORM OF MOTIONS: Motions and Other Papers.

(1) An application to the court for an order shall be by motion which, unless made during a hearing or trial in open court with a court reporter present, shall be made in writing, shall state with particularity the grounds therefor, and shall set forth the relief or order sought. The requirement of writing is fulfilled if the motion is stated in a written notice of the hearing of the motion.

c. The October 20, 2021 Order Is not a final order as a provision in the Order required that the publication of the Summons and Complaint be made to give prospective notice of the proceeding to unknown heirs, minors and present their claims., persons under disability and those who may be in the Military Services; of their right to appear in the action and state their claims upon the property.

d. An evidentiary hearing as required by §15-61-330 which is the prerequisite before a final order can be rendered as not been held. § 15-61-330 reads as follows:

i. In an action to partition real property under Article 1, upon motion of a party or from statements contained in the pleadings, the court shall determine, in a preliminary hearing held after the filing of the action, whether the property is heirs' property. If the court determines that the property is heirs' property, the partition of the heirs' property is governed by the provisions of this article, unless all cotenants otherwise agree in a record.

ii. This article supplements the provisions of Article 1 and if the provisions of this article differ from the provisions of Article 1, the provisions of this article control for partitions of heirs' property.

e. The order of October 20, 2021 is not a final order or judgment as a judgment that determines what law is applicable but leaves questions of fact unsettled is not a final judgment for appeal purposes. Watson v. Underwood 407 S.C. 443 756 S.E. 2d 1 55.

ARGUMENT 3

An oxymoron of meaning exists to classify the order of the court dated October 20th 2021 as a final order when (1) This Order Is not a final order as a provision in the Order required that the publication of the Summons and Complaint be made to give prospective notice of the proceeding to unknown heirs, minors and present their claims., persons under disability and those who may be in the Military Services; of their right to appear in the action and state their claims upon the property.

(2) no form for order accompanied it's failing stating that the order ended the case and (3) where the complaint stated A cause of action to quiet title had been brought and was never withdrawn and for the defendant answered and participated in the action relying upon the relief being granted as prayed for in the complaint and (4) the order concluding the proceeding without having an prerequisite

evidentiary hearing.

Here is how this is an oxymoron. The Court was correct in asserting that it lacked jurisdiction to hear the Appellants' Motion for Reconsideration and other relief for lack of jurisdiction by the court. The court was stating that it lacked jurisdiction because a Rule 59 SCRCF motion is required to be filed within ten days next from the filing of the "Final Order", (Order of October 20, 2021) which the appellant did not do. The Appellants' position is that the court at the time it issued the "Final Order" did not have jurisdiction to issue the Order for the reasons set forth *supra* (Argument 1) and the action should be dismissed for lack of subject matter jurisdiction. But assuming *arguendo* that the Court had retained jurisdiction of the action was its Order of October 20, 2021, the Final Order of the case.

The Appellants' position is that the Final Order of the Court was yet to come. The ultimate relief sought in this case was to "quiet Title" to the property. A final order would rule upon this issue. This order would more accurately be classified as an interlocutory order.

The court had not issued a finding of fact and ruling regarding whether the title to the property subject to this action has been at all times from the commencement of this action been and remains "Heirs Title" property. A jurisdictional requirement under the Pinckney Act. **(Def. Jan. 31, 2022, Motion for Reconsideration, p6.**

Ordinarily an interlocutory order which merely decides some point or matter

essential to the progress of the cause, collateral to the issues in the case, is not binding as the law of the case, and may be reconsidered and corrected by the court before entering a final order on the merits. *Weil v. Weil*, 299 S.C. 84, 382 S.E.2d 471 (Ct. App. 1989) and *Shelley's Iron Works, Inc. v. City of Union* 403S.C. 560, 743 S.E. 2d 778(2013).

Argument 4

The Court erred in ruling that the ten (10) day filing restrictions imposed upon Rule 59 SCRCP motions that it lacked jurisdiction to hear the defendants Motion brought under Rule 59 and 60 SCRCPR in response to the Order of October 20th, 2021, and the reviewing court may now de nova rule upon the matters set forth in the motions?

The pivotal or most significant point that determines this question is rather the October 20th, 2021, order was a final order. Appellants have shown in their prior Arguments (supra)es that this order do not qualify as a final order that would jettison the application of the Rule 59, SCRCP, 10-day jurisdictional filing restriction. In any event the court should have heard Appellants' Rule 60 SCRCP motion, and the issues raised in the Rule 59 SCRAP motion as a Rule 60, SCRCP motion.

ARGUMENT 5

The statutory powers held by a Master in Equity to convey property is controlled by statute and does not extend to conveying property that is the subject

matter of a quiet title action. In a partition action it is authorized only with the consent of the parties. §14-11-160, (judicial sales) §48-6-0; 631 (Judicial sales) §12-24-20 (deed upon foreclosure) and § 14-11-160 (*Master* may sell real estate in any county under order by consent (South Carolina Code of Laws (2022 Edition)

Second: Without an order decreeing the fee simple title on the property the only title the court could convey would be a quit-claim deed that would not be commercially acceptable. The American Land Title Associations (ATLA} in their industry regulations on this point, state the following:

DDSR02

STG

12/01/1995

V 4

Require General Warranty Deed

The Company requires for its review a satisfactory General Warranty Deed conveying the title to the land. The Deed must then be signed, delivered and recorded.

Comment: *The title commitment customarily requires a deed (or other instrument, if appropriate) from the current owner. Additional requirements may be necessary when securing conveyances from fiduciaries or entities.*

DDSR03

STG

12/01/1995

V 4

Require Warranty Deed

The Company requires for its review a satisfactory Warranty Deed conveying the title to the land. The Deed must then be signed, delivered and recorded.

Comment: *The title commitment customarily requires a deed (or other instrument, if appropriate) from the current owner. Additional requirements may be necessary when securing conveyances from fiduciaries or*

THIRD: That to issue a master's Deed would be in violation of Rule 71, SCRCP. This rule states that "Prior to the filing of the master's report or final order of judgment, the judge or master shall assure that the plaintiff and all other claimants have complied with the statutes pertaining to the filing of notices of Lis pendens." The Plaintiffs have not filed a Lis Pendens in this action that would constitute both a procedural and jurisdictional defect.

FOURTH: That required and indispensable parties have not been joined in this action that constitutes another jurisdictional defect. There are Four (4) non probated estates of deceased persons possessing an undivided interest in the property subject to this action in violation of Rule 71(d)(1), SCRCP. This rule states the following: Parties to Partition Actions. In addition to the requirements of these rules for the joinder in an action of all parties in interest, pursuant to Rule 17(f) no partition of real property of a deceased person shall be had unless the legal representative or representatives of such deceased person be made parties to the action and it be made to appear to the court that the debts of such deceased person are fully paid or that the personal estate in the hands of the personal representative or representatives is sufficient for the payment of the debts of such deceased

person. Likewise, the adjoining landowners have not been joined as parties to this action. There being made parties is mandatory and compulsive to provide the court with a factual basis upon which to rule that the boundaries of the property are correct.

If the partition action involves real property of a deceased person whose estate has not been administered or is not being administered at the time of the bringing of the action, then all known encumbrancers of the estate of the deceased person shall be made parties to the action and no decree in partition shall be entered unless due provision is made for the payment of the debts found due such encumbrancers. In all actions for partition, all heirs at law or devisees of the deceased person shall likewise be made parties. The Plaintiffs who commenced and prosecuted this action have failed to do this which constitutes a personal jurisdictional defect in this proceeding.

FIFTH: Another jurisdictional defect falls under Rule 71(e). This Rule states the following: Actions When Title Is at Issue. In foreclosure or partition actions when title to real property is at issue the court or master to whom the action is referred shall take testimony and receive evidence as to the title and interest in the premises of the several parties. In all such actions the judge or master shall ascertain the rights and interests of the several parties and set forth in the report or order of judgment the conveyances or probate estates, if any, through which the rights or interests were acquired. The Plaintiffs have failed to convene and the

Court “Sua Sponte” has not held an evidentiary hearing pursuant to § 15-61-330 in this proceeding to come into compliance with the provisions of this rule.

SIXTH: it would be an injustice perpetrated upon our citizenry for the Court to convey the property by master’s Deed as many would misconstrue a Masters’ deed equivalent to a warrant deed that conveys marketable title. Additionally, the completion of an action to quiet title, not as it is in the present case, infers that all the clouds, imperfections and impediments upon the title have been removed and what remains is the naked unencumbered fee simple absolute marketable title.

A perfect example of this is the prior action to quiet title to this same tract of land. (See Case # 2008-CP-07-0452.) In this case the Master in Equity in his *Final Order* of the case stated the following: “*I now conclude as a matter of law: a) The property which is the subject of this action is now owned in fee simple absolute by the following persons, having the respective ownership shares as outlined below:*” (Order of the Court)

ARGUMENT 6

The judicial doctrine of *stare decisis* and the Fifth and Fourteenth Amendments of the US Constitution and the provision guarantee of equal protection clause to the 14th amendment of the United States Constitution and Article 1 § three of the SC Constitution prohibition against the taking of property without due compensation would prohibit the Master in Equity from withhold

conveying the property when the defendants were in the process of exercising their “Right of First Refusal and afterwards agree to convey the land to facilitate the plaintiffs purported contract of sale.

The Court objected to a master’s Deed for the proposed sale of the property when the Defendants were attempting to exercise their Right of First Refusal. (Tr..) The court would now, by the principle of *Stare Decisis*, be precluded from taking an opposite position, especially where the Court is aware that a master’s Deed for the property subject to this action cannot convey fee simple marketable title and for the same reason did not grant the Defendant’s request for a master’s deed. Additionally, for the Court to grant this relief to the Plaintiffs while having previously denied it to the Defendants would constitute an inequity and impinge upon the Defendants constitutional right for the equal application and equal protection of the laws administered by the Court. It would be a travesty of justice and judicial bias for the Master in Equity to convey to another the Defendants’ interest in their property without their consent.

ARGUMENT 7

The terms issued by the court to the defendants to deposit \$8.9 million dollars with the court in order to exercise their right of first refusal as per as provided by South Carolina code of laws § 15-61-25 the Clemente see Pinkney Act and apprentices that did not make provisions one for the property to be conveyed to them to without warranty of title without provisions for the deposit to be applied

to the purchase price of 9.1 million and four no provisions for the refunding of the purchase of the money so outrageously unconscionable by their terms by these terms that it effectively eliminated the defendants exercise of their right of first refusal as provided by the Clemente C Pinckney act constitute an unlawful deprivation of property right add provided by Article 3 Section 1 of the South Carolina constitution

An order setting forth unconscionable conditions is a denial of due process of law and in this case unreasonably effectuated the denial to the defendants of exercising their right of first refusal to buy the property from the petitioning heirs. Unconscionability is defined as unfair or oppressive to one party in a way that suggests abuses during its formation, a court may find it unconscionable and refuse to enforce it. A contract is most likely to be found unconscionable if both unfair bargaining and unfair substantive terms are shown. An absence of meaningful choice by the disadvantaged party is often used to prove unfair bargaining. § 37 - 5 – 108 Code of Laws of South Carolina and *Holler v. Holler*, 364 S.C. 256, 612 S.E, 2d 469 (Ct App 2005), *Smith v. D.R. Horton* "403 S.C. 1042 S.E.2d 37, *Smith v. D.R. Horton, Inc.*, 403 S.C. 10, 742 S.E.2d 37, (Ct. App. 2013) This was done despite the defendants demonstrating to the court that they had the financial resources to pay the purchase price of Nine Million The Pinckney Act defines “manifest Prejudice” or “manifest injury” as a result that is obviously unfair or shocking to the conscience and is direct, obvious, and

observable when considering the factors under § 15-61-390(A). Manifest injustice may be shown by enumerating the unreasonable risk for the Appellants to have deposited 8.9 million dollars with the court, especially where the Appellants produced adequate evidence of their financial capability to purchase the property; save only, that the court have decreed the fee simple title upon it.

The court was in error and abused its discretion as a matter of law, when setting the conditions for the defendants to exercise their “Right of First Refusal” as provided under § 15-61-35 of the Clementa C. Pinckney Act by requiring Defendants to deposit with the clerk of court the sum of 8.9 Million Dollars, within 60 days next to the order dated October 21, 2021 into a non-interest bearing account under the conditions where no provision was made in the order as to when they would receive a deed, and if so; would it be a warranty deed and what entity or person(s) would make the conveyance and would the deposit be refundable and/or applied to the purchase price.

The lower court erred in proceeding with purported quieting of title while at least four open probate matters were pending related to heirs to subject *property*. It is undisputed by Respondent that at least three estates were pending related to deceased heirs of subject property. When there are pending probate matters, the probate court has subject matter jurisdiction related to partition of property. *Byrd v. Johnson*, 417 S.C. 474, 790 S.E. 2d 200 (Ct. App. 2016).

While it is true that all co-tenants can agree as to the determination of heirs,

the court lacked evidence before it at the time May 21, 2021, order was issued that no other parties held a claim to subject property. (15-61-330) (c) (“Preliminary hearing is required unless all cotenants agree in a record.”)

The May 21, 2021, Order is void for failure to submit proof of all cotenants in agreement as to representations regarding heirs to subject property. Upon a court’s determination that subject property is heirs’ property, the court is required to order notice by publication ten (10) days after court determines subject property is their property (“If the property is determined “heirs’ property” at the hearing per 15-61-330).

The purported order to quiet title dated May 21, 2021, void for failure of court to require notice of pending matter via publication prior to purported quieting of title when record at the time order entered lacked evidence of service of Defendant Heirs Stephanie Kirkland and Gary Lamont Kirkland. (See Index)

Prior to entry of May 21, 2021, Order, Respondents failed to serve all defendants. Pursuant to Affidavit of Non-Service on Stephanie Kirkland, dated January 1, 2021, summons for Stephanie Kirkland and Complaint for Quiet Title were placed in the hands of process server Anabela Pinto on November 25, 2020. Attempts to serve were made on November 27 and 28, 2020. On January 21, 2021, said process server filed the foregoing Affidavit of Non-Service. No affidavit regarding service (or attempts to serve) Defendant Gary Lamont Kirkland is present in the court’s docket. To the extent that the October 22, 2021, order stated there had been

a revocation of a power of attorney, how can the order be valid without the filing of the revocation of power of attorney and a determination of the validity of the revocation of the power of attorney?

The three out of state intestate estates our ministered an axillary administration opened in the probate court for Beaufort County to enable ad to conveyance from the deceased test status to the heirs um one the two completed estates that was cited in the complaint had had had not had auxiliary ministration in Beaufort County and that the two completed states that were cited and complained had not had auxiliary administration in Beaver County and two further no hearing has been scheduled to have pedigree and genealogy testimony and examination for the court to find and verify who owns the property to the seclusion of the whole world and the exact percentage each of the owners possesses with a description The boundaries of the land that the possessory interest attached to.

CONCLUSION

The Respondents have to date and depending upon it being set aside by this court, pursued a course of conduct designed to defeat the purposes espoused under the Pinckney Act. If they are permitted to purchase the property this will extinguish the rights of the present defendants to participate in a near future action to quiet title to the property that would be brought by the Plaintiffs' purchaser, Rotunda.

In contrast, with the Defendants being permitted to exercise their "Right of

First Refusal” to buy the property this will greatly aid Black landowners and the people of South Carolina, similarly situated, who are burdened with “heirs title property the opportunity to hold on to their property against the forces of gentrification. The defendants strive to not only hold onto their land but through partnering with a developer and retain an equity ownership in the property and make its usage available to the public. This would fulfill the purposes of the act as enacted by our legislatures to its upmost fulfilment and purposes.

There have been multiple procedural and due process of law discrepancies in this case along with demonstrated abuse of discretion committed by the lower court and foundational jurisdictional infractions committed during the course of this proceeding. The Order of October 20, 2021 should be set aside and the case remanded for further proceedings including the filing of a Lis Pendens and serving a copy of the Summons and Complaint upon all the adjacent landowners. Upon the completion of this the master in Equity shall make a determination rather the property is heirs’ property and upon a factual showing that the title to the property has been quieted among the established heirs issue an Order decreeing they are vested with the fee simple title to the property. Upon the court issuing such a decree the defendants shall thereafter have a period of 75 days to purchase the property from the petitioning heirs. The conveyance shall be by the petitioning heirs conveying their interest in the property to the Defendants.

Respectfully submitted,

The Houston Law Firm LLC
1000 Main Street, Suite 200 C
Hilton Head Island, SC
chouston@houstonlawfirm.net

By: S/ Charles E. Houston Jr.
Charles E. Houston Jr.
SC Bar # 2663 Fed. Bar # 1961
Attorney for Appellants

November 1, 2022
Hilton Head Island, SC

RECEIVED

Nov 21 2022

SC Court of Appeals

STATE OF SOUTH CAROLINA
THE SUPREME COURT OF SOUTH CAROLINA

STEPHANIE LORRAINE KIRKLAND, GARY LAMONT KIRKLAND,
KIETA NICOLE WHITE, AND CHERYL KIRKLAND,

PETITIONERS

VS.

THE COURT OF APPEALS OF SOUTH CAROLINA AND

RESPONDENTS

IN RE: Appellate Case No. 2022-000277

Court of Common Pleas Case No. 2020-CP-07-02301

GEORGIA HARRISON, BARBARA HARRISON,
JOYCE ELLEN HARRISON, WILLIAM S. HARRISON, III,
STANLEY ROBERTS AND DIANA MENDHEIM INDIVIDUALLY AND AS
AGENT AND ATTORNEY IN FACT,

RESPONDENTS

VS.

STEPHANIE LORRAINE KIRKLAND, GARY LAMONT KIRKLAND,
KIETA NICOLE WHITE, AND CHERYL KIRKLAND,

APPELLANTS

PROOF OF SERVICE

I hereby certify that this law firm represents the Appellants in the above captioned matter and that on the date below at Hilton Head Island South Carolina I served a copy of the foregoing **APPELLANTS' PETITION FOR WRIT OF MANDAMUS with EXHIBITS 1THRU 9** and the **PROOF OF SERVICE** on the following persons by electronic mail to their AIS email addresses on November 17, 2022 by US mail, first class postage prepaid, on November 17, 2022.

Documents served:

(1) PROOF OF SERVICE and

APPELLANTS' PETITION FOR WRIT OF MANDAMUS with EXHIBITS 1THRU 9

Parties Served:

Hon. Jenna Abbott Kitchings, Clerk
The South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

And

Hon. Alan Wilson, Attorney General
Office of the SC Attorney General
1000 Assembly Street, Room 519
P.O. Box 11549
Columbia, S.C. 29211

Attorney for Respondent: Court of Appeals

And

Thomas C. Taylor, Esq.
Law Office of Thomas C. Taylor, LLC
P.O. Box 1808
Bluffton, SC 29910

And

Chester C. Williams, Esq.
Law Office of Chester C. Williams, LLC 17
Executive Park Road, Suite 2
PO Box 6028

Hilton Head Island, SC 29938-6028

Attorney for Respondents

This 21th day of November 2022 at Hilton Head Island, SC

By: S/ Charles E. Houston, Jr.

The Houston Law Firm LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
Phone: 843-715-9078
chouston@houstonlawflrm.net
Charles E. Houston, Jr
Attorney for Appellants
SC Bar# 2663/ Fed Bar# 1961

THE
HOUSTON
LAW FIRM LLC



Charles E. Houston, Jr.

November 21, 2022
Supctfilings@sccourts.org

RECEIVED
Nov 21 2022
SC Court of Appeals

Hon. Patricia A. Howard, Clerk
The Supreme Court of South Carolina
Supreme Court Building
1231 Gervais Street
Columbia, South Carolina 29201

Re Court of Appeals Appellate Case No. 2022- 00277
Harrison et. al., Respondents v. Kirkland et. al., Appellants
Petition for Mandamus: Court of Appeals Respondent

Dear Ms. Howard:

Good afternoon to you. I represent the Appellants in the above reference case now pending before the South Carolina Court of Appeals. Additionally, and collateral to the appeal is our pending Motion for Stay with Supersedes Bond. This Motion was denied by the Court of Appeals by order filed November 5 2022. From this order a Motion for Rehearing was filed with the Court of Appeals on November 7-2022, The Master in Equity's order filled on November 7, 2022 providing for the sale of the property under contract with the partitioning heirs is opposed by the non -partitioning heirs who desire to purchase the property under their statutory Right of First Refusal.

If the court does not intervene and grant a supersedes bond before Judge Dukes conveys the property to the third party despite obtaining a reversal on appeal the Appellants would appear to be without a legal recourse or remedy to regain possession of their interest in the property.

I am therefore filing the attached Petition for Mandamus with the Court for its consideration and further action along with the \$50.00 filing fee. The specific relief sought in this Writ is to compel the Court of Appeals to issue a stay with Supersedes Bond. A copy of this letter is being furnished to each party named in our Proof of Service that is being filed simultaneously with the Petition and accompanied exhibits.

We request the Court's permission to waive the necessity of reproducing an mailing all the documents contained in the record as to do so would be extremely costly and have been previously filed and served with all available on the respective judicial websites.

Thank you for attending to this filing.

With kind regards, I am

Respectfully,
The Houston Law Firm LLC

Charles E. Houston Jr.
Charles E Houston Jr.

Cc: Hon. Jenna Abbott Kitchings, Clerk
Hon. Alan Wilson, SC Attorney General
Chester C. Williams, Esq.
Thomas C. Taylor, Esq.

Encls: Petition for Mandamus
Exhibit 1, 1/6/22 Transcript
Exhibit 2 2/11/22 Transcript
Exhibit 3 Exparte Motion for Stay & Supersedes Bond
Exhibit 4 Transcript 9-15-22
Exhibit 5 MIE order of 11/7/22
Exhibit 6 Motion for supersedes Bond Ct, App
Exhibit 7 Order Ct. App. Denying Motion for Stay and Supersedes
Exhibit 8 Motion for Rehearing
Exhibit 9 Statement of the Case
Proof of service