

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

RECORDED

2013 JUN 10 PM 12:00

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

JAMES C. CAMPBELL  
CLERK OF COURT  
SUMTER COUNTY, S.C.

-2002-CP-43-064

RECEIVED

JUN 12 2013

SC Court of Appeals

White's Mill Colony, Inc.,

Respondent

v.

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

Defendants,

Of whom, Richard O. Weeks is the,

Appellant.

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

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

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

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

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

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

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

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

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

Respectfully Submitted,



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

June 10, 2013

February 6, 2011

Attorney Kenneth Young  
Young, Keffer, & Donald, PA  
23 West Calhoun Street  
Sumter, SC 29150

Re: Order dated January 5, 2011

Dear Attorney Young:

I am in receipt of the Order dated January 5, 2011. However, the Order does not accurately reflect what occurred in the hearing. There is material deficiency in the order that must be addressed.

Very truly yours,  
  
Richard O. Weeks

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

RECORDED  
2013 JUN 10 AM 11:59

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-2002-CP-43-064

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Of whom, Richard O. Weeks is the,

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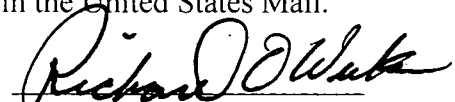
PROOF OF SERVICE

Richard O. Weeks, being first duly sworn, deposes and says that on the 10<sup>th</sup> day of June 2013, he served a copy of Appellant's Reply to Respondent's Return to Appellant's Motion to Deny Respondent's Motion for Fees and Costs and Proof of Mailing in the above-captioned matter upon:

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

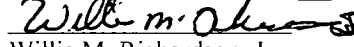
by placing a true copy of said document in an envelope properly addressed to same with postage fully prepaid thereon and depositing said envelope in the United States Mail.

June 10, 2013



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

SWORN to before me this 10 day of June 2013.

  
Willie M. Richardson, Jr.  
Notary Public for South Carolina  
My Commission Expires: 02/09/2020

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JUN 12 2013

SC Court of Appeals