

COUNTY OF CHARLESTON )  
STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH CIRCUIT

Civil Action No.: 2020-CP-10-04714

WILLIAM GORHAM and ROSALEE GREGG )  
SMALLS, )

Plaintiffs, )

v. )

ALAN GREGG, VICTORIA MANIGAULT, )  
MARY FRANCES GREGG STEED, DOROTHY )  
GREGG HORLBACK, ROBERT LEROY )  
GREGG, FRANKLIN GREGG, MICHAEL )  
GREGG, AGNES GREGG (daughter of JESSE )  
GREGG), JOANNE GREGG (daughter of JESSE )  
GREGG), MURRAY CHAVIS, JOHN DOE and )  
JANE DOE, as fictitious names for a class of )  
unknown persons being incompetents, minors, )  
persons in military service to the United States of )  
America, imprisoned, and/or under any other form )  
of legal disability, including but not limited to )  
unknown heirs, devisees, distributes, administrators, )  
or personal representatives of deceased persons )  
HARRIET GREGG, LEROY GREGG, )  
HENRIETTA FISHBURN, AGNES GREGG )  
WASHINGTON, JESSE "EDDIE" GREGG, )  
JAMES GREGG, LEROY GREGG, JR., AGNES )  
A. GREGG, JESSE GREGG, ROBERT GREGG, )  
and all other persons known or appear of record to )  
have some right, title, interest in or lien upon the )  
real estate described in the complaint herein, )

Defendants. )

**RECEIVED**  
**Jul 27 2023**  
**SC Court of Appeals**

**QUIET TITLE ORDER**

This matter came before the Court pursuant to a Summons and Complaint filed by the Co-Plaintiffs William Gorham and Rosalee Gregg Smalls on March 24, 2021. The properties which are the subject matter of this action are located on Venning Road in the Town of Mount Pleasant

and contain approximately two (2) acres that was subsequently divided into Lots 1, 2 and 3. Harriett Gregg originally purchased the two (2) acres from Matilda Venning by deed dated January 29, 1951 and recorded April 11, 1951 in Book S53, page 67, in the ROD Office for Charleston County. The Co-Plaintiff William Gorham and the Co-Defendants Robert Leroy Gregg, Franklin Gregg and Michael Gregg are the great-grandchildren of Harriet Gregg. The Co-Plaintiff Rosalee Gregg Smalls is the granddaughter of Harriet Gregg.

The late Robert Gregg, father of the Co-Defendant Robert Leroy Gregg, and an adjacent property owner, Murray Chavis, agreed to adjust the property lines between the Gregg Tract and the Chavis Tract. They further agreed to subdivide the two (2) lots into four (4) lots. The subdivision is shown on a plat prepared by George A. Z. Johnson, Jr. Inc dated August 25, 1995 and recorded in Plat Book EB at page 772 in the ROD Office for Charleston County. Under the Johnson plat, both tracts of land were collectively subdivided into Lots 1 through 4. The Gregg family retained ownership of Lots 1 through 3, inclusive, and Murray Chavis retained ownership of Lot 4, all as shown on the Johnson plat.

Under the numbering system of the Town of Mount Pleasant, Lot 1 is known as 1437 Venning Road and bears Charleston County TMS # 560-00-00-051; Lot 2 is known as 1439 Venning Road and bears Charleston County TMS # 560-00-00-052; and Lot 3 is known as 1447 Venning Road and bears Charleston County TMS # 560-00-00-015. Lot 1 is presently occupied by the Co-Plaintiff William Gorham and his brother the Co-Defendant Franklin Gregg and Franklin's grandson, Daquan Johnson. The Co-Plaintiff Rosalee Gregg Smalls occupies her mobile home which has been placed on Lot 2. Lot 3 contains two (2) residences. The larger residence is the original homestead of the Gregg family and is presently occupied by Victoria Manigault, the sister of the Co-Plaintiff Rosalee Gregg Smalls, and the smaller home was

constructed and occupied for a number of years by the late Robert Gregg. Robert Gregg died on or about October 3, 2020 and his home has been vacant since his death.

The original Summons and Complaint filed on October 27, 2020 only addressed Lots 1 and 2 and did not include Lot 3. As a result thereof, on December 18, 2020, Barry I. Baker, attorney for the Co-Defendant Robert Leroy Gregg, filed a motion to require the Plaintiffs' attorney to amend the Complaint to include Lot 3 in the lawsuit. On February 25, 2021, the Honorable Roger M. Young, Sr., Circuit Court Judge for the Ninth Judicial Circuit, issued an Order providing for the Complaint to be amended.

On March 24, 2021, a Summons and Amended Complaint that included all three lots were filed. In the Complaint and Amended Complaint, the Co-Plaintiff William Gorham alleged he was the owner of Lot 1 by adverse possession and the Co-Plaintiff Rosalee Gregg Smalls alleged she was the owner of Lot 2 by adverse possession. The Co-Defendant Robert Leroy Gregg, through his attorney Barry I. Baker, filed an Answer and Counterclaim to quiet the title to the properties on March 25, 2021. Karen M. DeJong, attorney for the Plaintiffs, duly filed a Reply to the Counterclaim on April 21, 2021. It should also be noted that Kelley Y. Woody, the duly appointed Guardian ad Litem, filed an Answer to the Amended Complaint on January 20, 2022 and that the pleadings were published on April 13, April 20 and April 27, 2022. All of the Defendants were served either personally or by publication.

This matter was referred to me by a Consent Order of Reference filed September 16, 2022 to take testimony and issue a final decree with any appeal from my Order being directed to the Court of Appeals.

A hearing was held before me on February 21, 2023. Karen M. DeJong, attorney for the Plaintiffs, was present together with the Co-Plaintiff William Gorham and Larry Gregg, the son

and agent for his mother, the Co-Plaintiff Rosalee Gregg Smalls; the Co-Defendant Robert Leroy Gregg was present along with his attorney, Barry I. Baker; the Co-Defendant Michael Gregg was present; Lawrence Ford and Merle Ford, the father-in-law and mother-in-law of Robert Leroy Gregg were present; and Charles Gadsden, who is related to the Gregg family appeared pursuant to a subpoena issued by Barry I. Baker, Esquire.

The issues that were heard on February 21, 2023 were the settlement agreement reached with Co-Plaintiff Rosalee Gregg Smalls, the agreement to purchase the interest of the Co-Defendant Michael Gregg, the issue of adverse possession asserted by the Co-Plaintiff William Gorham as to Lot 1. The quiet title action was also heard; however, the hearing was adjourned and was re-convened on May 22, 2023.

At the commencement of the February 21, 2023 hearing, Barry I. Baker called to the attention of the Court that Robert Leroy Gregg had purchased all of the right, title and interest in the subject property from the Co-Defendant Franklin Gregg a/k/a Frankie James Gregg by deed dated February 16, 2023 and recorded February 17, 2023 in the ROD Office for Charleston County in Book 1164 at page 278.

Mr. Baker also advised the Court that an agreement had been reached whereby the Co-Defendant Michael Gregg would convey all of his right, title and interest in subject property to the Co-Defendant Robert Leroy Gregg based upon this Court's determination as to the ownership interest of Michael Gregg and at the fair market value as determined by this Court. I asked the Co-Defendant Michael Gregg if, in fact, the representation as made to this Court by Mr. Baker was correct and whether or not he still wanted to comply with the agreement and whether he had entered into the agreement freely and voluntarily. The Co-Defendant Michael Gregg assured the Court that he understood the terms of the agreement and that he would cooperate to consummate

the agreement that he had reached with the Co-Defendant Robert Leroy Gregg and that he had entered into the agreement freely and voluntarily without any undue influence or duress. I find that this agreement is fair, just and reasonable and approved as an Order of the Court.

Karen DeJong thereafter advised the Court that a Settlement Agreement was reached between the Co-Plaintiff Rosalee Gregg Smalls and the Co-Defendant Robert Leroy Gregg. The said agreement was signed by the Co-Plaintiff Rosalee Gregg Smalls and the Co-Defendant Robert Leroy Gregg, and under the terms and provisions of the Settlement Agreement the Co-Plaintiff Rosalee Gregg Smalls relinquished her claim of adverse possession in consideration of the Co-Defendant Robert Leroy Gregg allowing her the right to occupy Lot 2 for and during the term of her natural life, subject to the following additional provisions:

1. Robert Leroy Gregg (hereinafter "GREGG") hereby grants the right of occupancy of TMS # 560-00-00-052 (Lot 2) to Rosalee Gregg Smalls ("SMALLS"), for and during the term of her natural life, provided, however, that SMALLS must occupy the mobile home located on TMS #560-00-00-052 (Lot 2) as her permanent and primary residence. SMALLS' right of occupancy is strictly personal in nature and cannot be hypothecated, transferred, devised, assigned, or inherited in any manner. No rights of any kind shall inure to the benefit of her heirs and assigns. If SMALLS does not occupy the mobile home located on said premises for a period of ninety (90) consecutive days, the right of occupancy to the premises granted by GREGG to SMALLS shall immediately terminate.
2. SMALLS shall pay the sum of Two Hundred and no/100 (\$200.00) Dollars per month to GREGG to help pay the annual property taxes, which payment shall be due and payable by the 5th day of each month beginning the first month after the date of this Agreement.
3. SMALLS is expressly prohibited from leasing or subletting the subject premises or any portion thereof and SMALLS shall not allow any other individual to reside in the mobile home located thereon with her with the exception of one caregiver and provided that under no condition is William Gorham, Frankie Gregg, Larry Gregg or DaQuan Johnson allowed to be said caregiver and/or reside on subject premises. In the event SMALLS attempts to lease the premises (or any portion thereof) or SMALLS allows anyone to reside on the premises other than as explicitly permitted herein, then SMALLS' right of occupancy will automatically terminate and will be null and void and of no further force and effect. SMALLS shall not permit any mechanic's liens to be placed against the premises, and if such liens arise, shall

promptly remove the same within ten (10) days of written notice thereof or she will be in breach of the terms of this Agreement.

4. SMALLS shall not maintain, store or use any other hazardous materials upon the premises. Hazardous materials shall mean any hazardous, toxic or radioactive substance, matter, material or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulations, code or other governmental restriction or requirement and includes, without limitation, asbestos, petroleum products and the terms hazardous substance and hazardous waste as defined in CERCLA and RCRA, as each may be amended.
5. GREGG or his agents may enter the premises, but may not enter the mobile home located thereon, at reasonable times to inspect the premises or to show the premises to potential buyers or other parties or to do any other act or to inspect and conduct tests in order to monitor compliance with all applicable environmental laws or for any other purpose GREGG deems reasonably necessary. GREGG shall give SMALLS prior notice of such entry, except in the case of an emergency.
6. Upon termination of SMALLS' right of occupancy to the premises due to violation of any of the provisions of this Settlement Agreement, GREGG shall give written notice to SMALLS to immediately vacate the premises and SMALLS shall have ninety (90) days after said written notice to remove all items of personal property and the mobile home presently located thereon. Upon termination of SMALLS' right of occupancy to the premises due to her death, her surviving immediate family members shall have ninety (90) days after her death to remove all items of personal property and the mobile home presently located thereon. If said personal property and/or mobile home are not removed within said ninety (90) days after written notice or her death as set forth herein, all remaining property shall be deemed abandoned and ownership thereof shall become vested in GREGG and GREGG shall be allowed to dispose of it as he sees fit. Notwithstanding the foregoing, ownership of any improvements permanently affixed or attached to the premises shall vest in GREGG.
7. For and in consideration of the above, SMALLS hereby acquits and forever discharges GREGG, his heirs, successors and assigns, from all past, present and future claims, demands, debts, rights, actions, damages, fees and costs and all claims of any nature or kind whatsoever, now existing, known or unknown, arising from the factual allegations and claims asserted in the lawsuit.
8. For and in consideration of the above, GREGG hereby acquits and forever discharges SMALLS, her heirs, successors and assigns, from all past, present and future claims, demands, debts, rights, actions, damages, fees and costs and all claims of any nature or kind whatsoever, now existing, known or unknown, arising from the factual allegations and claims asserted in the lawsuit.
9. SMALLS hereby releases any and all claim, right, title or interest she may have or

allege to have in and to the property known and designated as Lot 2 on Plat recorded in Plat Book EB, page 772, bearing Charleston County TMS 560-00-00-052. SMALLS agrees to execute a quit claim deed, without any reservation, for the property to GREGG within ten (10) days of this Agreement being executed by all parties. The execution and delivery of this quit claim deed is a contingency of this agreement. In the event SMALLS fails to timely provide the same, this Agreement shall automatically terminate. (Quit Claim Deed from Rosalee Gregg Smalls to Robert Leroy Gregg dated February 28, 2023 was recorded February 17, 2023 in Book 1168 at Page 150 in the ROD Office for Charleston County.)

Ms. DeJong further advised the Court that due to her age, the Co-Defendant Rosalee Gregg Smalls was unable to attend the hearing; however, her son, Larry Gregg, to whom she had granted a power of attorney, was present on his mother's behalf. Ms. DeJong further advised the Court that Larry Gregg was present at the time his mother signed the Settlement Agreement. Larry Gregg and the Co-Defendant Robert Leroy Gregg both advised the Court that the Settlement Agreement as hereinbefore set forth did represent the entire settlement agreement reached between the Co-Plaintiff Rosalee Gregg Smalls and the Co-Defendant Robert Leroy Gregg. The Court has reviewed the terms and provisions of the Settlement and finds the same to be fair and reasonable under the circumstances and is hereby approved as an Order of the Court. The Court then began taking testimony as to the claim of adverse possession.

#### **ADVERSE POSSESSION**

Before the Co-Plaintiff William Gorham began testifying as to his alleged claim of adverse possession, Attorney Baker made an oral motion that was not granted requesting that this Court dismiss Co-Plaintiff Gorham's Complaint based upon the fact that Co-Plaintiff Gorham owned an interest in the lots which are the subject matter of this action as tenants in common with his brothers, the Co-Defendants Franklin Gregg and Michael Gregg, and with his cousin, the Co-Defendant Robert Leroy Gregg.

Testimony was then taken as to the Co-Plaintiff William Gorham's claim to adverse

possession. In his direct testimony, Co-Plaintiff Gorham first testified that he did not start living in the house on Lot 1 on a permanent basis until the death of his uncle, Jesse "Eddie" Gregg, in 2014. He then later testified that he continuously occupied Lot 1 adversely since 2009. On cross-examination, the Co-Plaintiff Gorham could not dispute the testimony from his deposition held on November 16, 2021. The testimony from Co-Plaintiff Gorham's deposition on November 16, 2021 was that he lived in the house on Lot 1 as a child. He stated that his mother, Agnes Gregg Gorham, died when he was a baby, that he did not remember his mother and that he was raised by his grandmother, Louise Gregg, who occupied the home on Lot 1. Co-Plaintiff Gorham further testified that when he became an adult and got married, he moved out of the house on Lot 1 and did not return to the house on Lot 1 until his wife filed for divorce in 2009. Co-Plaintiff Gorham did not continuously live in the home until 2014 when his uncle, Jesse "Eddie" Gregg, died. Between 2009 and 2014, Gorham sporadically spent nights at the house on Lot 1 with his uncle. After Jesse "Eddie" Gregg died in 2014, Gorham was initially the sole occupant of the home on Lot 1; however, at some point shortly thereafter, Co-Plaintiff Gorham's brother Franklin Gregg went through a divorce and also began living in the home, along with his grandson, Daquan Johnson. There is no dispute that the Co-Plaintiff William Gorham only had exclusive possession of the house on Lot 1 for a brief period of time.

Further in his deposition, Co-Plaintiff Gorham testified that he was very close to his late uncle, Robert Gregg, who is the father of the Co-Defendant Robert Leroy Gregg. Co-Plaintiff Gorham testified that he had a loving relationship with his uncle and that his uncle had in fact suggested to him in 2009 that if he needed a place to stay that he should move into the house on Lot 1. In his deposition he further testified that he never attempted to force any of his family members out of the house on Lot 1. Co-Plaintiff Gorham made it abundantly clear that his claim

of ownership in the properties which are the subject matter of this action was strictly through his late mother, Agnes Gregg Gorham.

At the conclusion of Co-Plaintiff Gorham's testimony, Mr. Baker made a motion requesting that the Court allow him to add as an additional defense that Co-Plaintiff Gorham's claim for ownership would require Gorham to prove ouster instead of adverse possession. I granted Mr. Baker's motion to amend his Counterclaim to assert the requirement of ouster as an affirmative defense.

It is well settled law that the party asserting adverse possession shall establish the same by clear and convincing evidence. *Getsinger v. Midlands Orthopaedic Profit Sharing Plan*, 327 S.C. 424, 489 S.E.2d 223 (Ct. App. 1997) citing *Davis v. Monteith*, 289 S.C. 176, 345 S.E.2d 724 (1986); *Thomas v. Dempsey*, 53 S.C. 216, 31 S.E. 231 (1898). In order "[t]o constitute adverse possession, which results in obtaining title to the disputed property, the possession must be continuous, hostile, open, actual, notorious, and exclusive for the requisite period." *Id.* at 226. citing *Mullis*, 237 S.C. 487, 118 S.E.2d 61. "The claimant's possession must be hostile to not only the true owner, but also to the rest of the world so as to indicate his exclusive ownership of the property." *Id.*

Despite my granting Mr. Baker's motion, I find that the Court does not need to consider that affirmative defense because there has been no evidence produced at this hearing that proves or tends to prove adverse possession by Gorham. Without the existence of adverse possession, Gorham's actions cannot rise to the level of ouster. The evidence is clear, cogent and convincing that the Co-Plaintiff William Gorham's claim of ownership in his own words is "strictly through his mother." I find that he did not claim Lot 1 as his own to the exclusion of all others. Additionally, I find that Gorham's possession was not hostile in nature and was not continuous for

the minimum period required under South Carolina law. I do not think that there is any question that this property is heirs' property. I further find that the earliest that the clock would have started to run for adverse possession, assuming *arguendo*, if adverse possession was even present, would be in 2014 when Jesse "Eddie" Gregg died. I find that the period of six (6) years will never rise to the level of adverse possession. Furthermore, I find that Co-Plaintiff Gorham's claim does not come close to ouster in this instance, which the Court believes is ultimately what is required as Gorham is a cotenant. *See Fender v. Heirs at Law of Smashum*, 354 S.C. 504, 581 S.E.2d 853 (Ct. App. 2003).

### **QUIET TITLE**

The parties have stipulated that there was no disagreement as to the family history and as to what individuals living today are the heirs of the late Harriet Gregg. Mr. Baker then advised the Court that it was his position that all of the heirs of Harriet Gregg had conveyed all of their right, title and interest in the subject properties to the late Robert Gregg, or his successor in title the Co-Defendant Robert Leroy Gregg, except for William Gorham and his brother Michael Gregg. Mr. Baker then attempted to introduce the following deeds into evidence as follows, to wit: 1) Deed from Louise Gregg, Mary Francis Steed, Dorothy Horlbeck, Fanny Murray and Thelma Myers to Robert Gregg dated August 25, 1976 and recorded August 5, 1978 in the ROD Office for Charleston County in Book T115 at page 1; (2) Deed from Henrietta G. Fishburn, Leroy Gregg, Jr., Jesse E. Gregg, Victoria G. Manigault and Rosa Lee Gregg to Robert Gregg dated July 22, 1976 and recorded May 5, 1978 in the ROD Office for Charleston County in Book S115 at page 325; and (3) Deed from Allen Gregg to Robert Gregg dated October 26, 1976 and recorded May 5, 1978 in the ROD Office for Charleston County in Book S115 at page 326.

Ms. DeJong objected to the introduction of these three deeds into evidence upon the

grounds that the family history and recitations were not correct and did not list the late Agnes A. Gregg, the mother of William Gorham, Michael Gorham and Frankie Gregg, as an heir of Harriet Gregg. I denied Ms. DeJong's motion to exclude the deeds and I have admitted the deeds into evidence based upon the fact that they have been of record since 1978 and the deeds are admissible since they were recorded more than twenty (20) years ago and under the principle of the ancient document rule of evidence as set forth in SCRCP Rule 803(16).

Ms. DeJong then raised some issues as to the percentage of ownership that each heir received upon the death of a member of the family. I therefore adjourned the hearing to afford the parties an opportunity to present additional evidence and testimony at a subsequent hearing. I, in fact, reconvened the hearing on the 22nd day of May, 2023. Mr. Baker reiterated his earlier position that all of the heirs of Harriett Gregg had conveyed their respective interests to either the late Robert Gregg or his son Robert Leroy Gregg with the exception of Co-Plaintiff Gorham and Co-Defendant Michael Gregg. In addition, Mr. Baker asserted that William Gorham and Michael Gregg inherited their respective interests upon the death of their grandparents, Leroy Gregg and Louise Gregg. Mr. Baker further argued that had Agnes Gregg Gorham survived her parents, she would have only inherited a 2.47% interest in the property.

Ms. DeJong once again argued that the deeds were invalid and fraudulent. Further, she asserted that the burden of proof was upon Mr. Baker to prove the validity of the recorded deeds. Under South Carolina law, a deed that is "regular and valid on its face" creates a presumption of validity. *Hudson v. Leopold*, 341 S.E.2d 137, 138, 288 S.C. 194, 196 (S.C. 1986). Additionally, the burden of proof is upon Ms. DeJong as she is the party attacking the validity of these deeds. *Id.* The Court finds that the deeds introduced into evidence are, in fact, regular and valid on their face. Further, I find that she failed to produce any evidence to support her argument and find that

the deeds are, in fact, valid and enforceable.

After hearing the arguments of counsel, testimony, and reviewing the documents admitted into evidence, I find that:

1. Harriet Gregg died intestate on or about December 18, 1958, leaving as her sole heirs-at-law her three children, Leroy Gregg, Henrietta Fishburn and Agnes Gregg Washington, and the two children of her predeceased son, Jesse Gregg, to wit: Fanny Murray and Thelma Murray.

2. Agnes Gregg Washington died intestate without surviving spouse or issue on or about March 12, 1963, leaving as her sole heirs at law Leroy Gregg, Henrietta Fishburn and the children of Jesse Gregg, to wit: Fanny Murray and Thelma Murray.

3. Leroy Gregg died intestate on or about July 14, 1976, leaving as his sole heirs at law his wife Louise Gregg, eight children, to wit: Leroy Gregg, Jr., Jesse E. Gregg, Robert Gregg, Allen Gregg a/k/a Alan Gregg, the co-Plaintiff Rosalee Gregg Smalls, Victoria Manigault, Mary Frances Gregg Steed and Dorothy Gregg Horlback a/k/a Dorothy Gregg Horlbeck, and the children of his predeceased daughter Agnes A. Gregg Gorham, to wit: the Co-Plaintiff William Gorham, the Co-Defendant Michael Gregg and the Co-Defendant Franklin Gregg a/k/a Frankie James Gregg.

4. That Henrietta G. Fishburn, Leroy Gregg, Jr., Jesse E. Gregg, Victoria G. Manigault and the co-Plaintiff Rosalee Gregg Smalls conveyed all of their interest in subject properties to the late Robert Gregg, by deed dated July 22, 1976, and recorded May 5, 1978, in Book S115 at Page 325 in the ROD Office for Charleston County.

5. Louise Gregg, Mary Frances Steed, Dorothy Horlback a/k/a Dorothy Horlbeck, Fanny Murray and Thelma Murray conveyed all of their interest in subject properties to the late

Robert Gregg, by deed dated August 25, 1976, and recorded May 5, 1978, in Book T115 at Page 1 in the ROD Office for Charleston County.

6. Allen Gregg a/k/a Alan Gregg conveyed all of his interest in subject properties to the late Robert Gregg, by deed dated October 26, 1976, and recorded May 5, 1978, in Book S115 at Page 326 in the ROD Office for Charleston County.

7. Robert Gregg also received a Quit Claim Deed to Lots 1, 2 and 3 from Murray A. Chavis, said Quit Claim Deed being dated January 12, 2000, and recorded January 31, 2000, in Book P341 at Page 662 in the ROD Office for Charleston County.

8. Prior to his death, Robert Gregg conveyed all of his right, title and interest in Lots 1, 2 and 3 to Co-Defendant Robert Leroy Gregg by deed November 4, 2018, and recorded November 21, 2018, in Book 0762 at Page 082 in the ROD Office for Charleston County.

9. The Co-Defendant Franklin Gregg a/k/a Frankie James Gregg conveyed all of his interest in subject properties to Robert Leroy Gregg by deed dated February 16, 2023 and recorded February 17, 2023 in Book 1164 at page 278 in the ROD Office for Charleston County.

10. Rosalee Gregg Smalls further conveyed any right, title and interest she might have in the property to Robert Leroy Gregg by Quit Claim Deed dated February 28, 2023 and recorded March 13, 2023 in Book 1168 at page 150 in the ROD Office for Charleston County.

I, therefore, find that Lot 1 bearing TMS # 560-00-00-051, Lot 2 bearing TMS # 560-00-00-052 and Lot 3 bearing TMS # 560-00-00-015 are owned by the following individuals in the following percentages, to wit:

ROBERT LEROY GREGG.....	98.35%
WILLIAM GORHAM.....	00.83%
<u>MICHAEL GREGG.....</u>	<u>00.82%</u>
TOTAL.....	100.00%

**PARTITION**

At the conclusion of the quiet title hearing, Mr. Baker called to the attention of the Court that in his Counterclaim he asked that this Court partition the subject property. I reviewed Mr. Baker's pleadings and his Counterclaim and heard arguments from counsel and I conclude that Mr. Baker did ask this Court to partition the subject properties.

I therefore directed that Ms. DeJong and Mr. Baker obtain an appraisal of the subject properties and I scheduled a hearing to be held on July 31, 2023 so that I can determine the fair market value of the properties which are the subject matter of this action.

**CONCLUSIONS OF LAW**

NOW THEREFORE, it is

ORDERED, ADJUDGED AND DECREED that the settlement agreement reached by and between Rosalee Gregg Smalls and Robert Leroy Gregg is approved and is made an Order of this Court with the two parties, their heirs and assigns, being ordered to comply with all of the terms and provisions contained therein; it is further

ORDERED, ADJUDGED AND DECREED that Michael Gregg shall convey all of his right, title and interest to Robert Leroy Gregg for a consideration based upon the fair market value of the properties as determined by me; it is further

ORDERED, ADJUDGED AND DECREED that the cause of action by the Co-Plaintiff William Gorham claiming ownership of Lot 1 by adverse possession is dismissed with prejudice; it is further

ORDERED, ADJUDGED AND DECREED that the properties which are the subject matter of this action are Lot 1 bearing TMS # 560-00-00-051 and designated as 1437 Venning

Road, Mount Pleasant, SC; Lot 2 bearing TMS # 560-00-00-052 and designated as 1439 Venning Road, Mount Pleasant, SC; and Lot 3 bearing TMS # 560-00-00-015 and known as 1447 Venning Road, Mount Pleasant, SC, and that said lots are owned 98.35% by Robert Leroy Gregg, 00.83% by William Gorham and 00.82% by Michael Gregg, as hereinbefore set forth; it is further

ORDERED, ADJUDGED AND DECREED that the parties shall appear before me on the 31st day of July, 2023 at 2:00 p.m. at which time I will make a determination as to the fair market value of the subject property;

AND IT IS SO ORDERED.

***- ELECTRONIC SIGNATURE PAGE TO FOLLOW -***



Charleston Common Pleas

**Case Caption:** William Gorham , plaintiff, et al VS Alan Gregg , defendant, et al  
**Case Number:** 2020CP1004714  
**Type:** Master/Order/Quiet Title and Form 4

So Ordered

s/Mikell R. Scarborough 3062

Electronically signed on 2023-07-26 10:57:15 page 16 of 16

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