THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal from Marlboro County
Court of Common Pleas
Civil Action No. 2021-CP-34-00163

The Honorable Michael S. Holt, Circuit Court Judge

Appellate Case No. 2023-000919

Ronald David Kirby, Jr. ..... Appellant,

v.

Todd Provencher ..... Respondent.

BRIEF OF APPELLANT

Florence, South Carolina

January 26, 2024

TURNER, PADGET, GRAHAM & LANEY, P.A.

J. René Josey (S.C. Bar #3230)
Jeffrey L. Payne (S.C. Bar#15136)
1831 West Evans Street, Fourth Floor
Post Office Box 5478
Florence, SC 29501 (29502-5478)
(843) 662-9008

Attorneys for Appellant Kirby

Other Counsel of Record:

E. Lloyd Willcox, II, Esquire
Willcox, Buyck & Williams, P.A.
PO Box 1909
Florence, SC 29503-1909

TABLE OF CONTENTS

Table of Authorities.....i

Statement of Issue on Appeal.....1

Statement of the Case 2-4

Standard of Review 5

Argument.....6

WHERE BOTH APPELLANT-SELLER'S DEPOSITION TESTIMONY AND APPELLANT-SELLER'S AFFIDAVIT SHOW THAT APPELLANT-SELLER WAS PREPARED TO PRESENT A FEE SIMPLE WARRANTY DEED TO THE RESPONDENT-BUYER ON THE DESIGNATED DATE OF CLOSING, PER THE CONTRACT'S ONLY RELEVANT REQUIREMENT, *IT WAS ERROR* FOR THE TRIAL COURT TO CONCLUDE, AS A MATTER OF LAW, THAT THE CONTRACT HAD SOMEHOW BEEN VIOLATED AND *IT WAS ERROR* FOR THE TRIAL COURT TO THEN GRANT SUMMARY JUDGMENT FOR THE RESPONDENT-BUYER.
.....7-9

A. The Contract Only Required A Warranty Deed and Title Insurability

B. The Only Evidence Shows Seller's Compliance with Contract's Real Requirements

1) The Seller Did Have Title By Agreed Closing Date

2) There is No Evidence That Title Insurance Was Even Sought

3) Clear Title History Available, Deed Recording Not Questioned Until After Transaction Canceled

C. Evidence Shows Buyer Backed Out For Extracontractual Personal Reasons, Not Title Concerns

D. The Contract Supports Seller's Treatment of The Buyer's Deposit As Liquidated Damages

Conclusion 13

TABLE OF AUTHORITIES

Cases **Page**

Callawassie Island Members Club, Inc. v. Martin, 437 S.C. 148, 157, 877 S.E.2d 341, 345 (2022) 5

Fleming v. Rose, 350 S.C. 488, 493-94, 567 S.E.2d 857, 860 (2002).....5

Hooper v. Ebenezer Senior Servs. & Rehab. Ctr., 386 S.C. 108, 114, 687 S.E.2d 29, 32 (2009)...5

The Kitchen Planners LLC v. Friedman, Opinion 28173, Appellate Case No. 2020-001669 (August 23, 2023).....5,6

Other Authorities

SCACR 208 (b)(1)(C) 3

SCRCP 56 5,6

STATEMENT OF ISSUE ON APPEAL

WHERE BOTH APPELLANT-SELLER'S DEPOSITION TESTIMONY AND APPELLANT-SELLER'S AFFIDAVIT SHOW THAT APPELLANT-SELLER WAS PREPARED TO PRESENT A FEE SIMPLE WARRANTY DEED TO THE RESPONDENT-BUYER ON THE DESIGNATED DATE OF CLOSING, PER THE CONTRACT'S ONLY RELEVANT REQUIREMENT, WAS IT ERROR FOR THE TRIAL COURT TO CONCLUDE, AS A MATTER OF LAW, THAT THE CONTRACT HAD SOMEHOW BEEN VIOLATED AND SUMMARY JUDGMENT FOR THE RESPONDENT-BUYER WAS APPROPRIATE?

STATEMENT OF THE CASE

This action was brought by an anticipated purchaser (Provencher) of real property (five contiguous lots including a cabin) in the Sandhills of Marlboro County, South Carolina. The action was brought against the contracted seller (Kirby) of that real property. The written contract for this sale is Exhibit A to the Complaint and Exhibit 1 to the Kirby Affidavit. R.pp. 7-11 and R.p. 26.

The contracted sale of property did not occur; on the Friday (February 13, 2021) before the agreeably scheduled Monday closing (February 15, 2021),[1] the buyer advised that he would not go forward with the contracted transaction.[2] When the buyer refused to close the transaction and asked for refund of his purchase deposit, the seller advised that he was retaining the pre-sale deposit as liquidated damages as provided in paragraph 12 of the buyer-prepared written contract.[3]

---

[1] Although the Buyer's Supplemental Memorandum in Support of Summary Judgment baldly asserts that "the parties differ as to that date", the *only* evidence in the trial court's record is from the seller and supports agreement to the February 15th date. R.p. 23 (Kirby Affidavit ¶ 2); Kirby Deposition R.p. 82 lines 4-8, R.p. 84 lines 8-14.

[2] Complicating the record here, the same buyer and same seller were to close a different transaction on Friday the 13th for the sale of a commercial building (2801 Chavis Road) unrelated to the cabin property. The commercial building transaction was being handled by Marlboro County attorney Harry Easterling, Jr. (R.p. 23 – Kirby Affidavit ¶ 2) – on behalf of the buyer; whereas the cabin transaction was to be closed by Chesterfield County attorney Tom Ingram who was engaged to prepare the deed from the seller to the buyer (R.p. 24 – Kirby Affidavit ¶6) and otherwise assist with the transaction (R.p. 24 – Kirby Affidavit ¶9) because he was familiar with the Sandhills property and had done prior title searches and deeds for that property area. Kirby Deposition R.p. 83 line 24- R.p. 84 line 14 (Deed for Lots 7-8 held by Kirby's son); R.p. 89 lines 7-22; R.p. 129 line 20 – R.p. 131 line 15 (2019 Deed for Lot 4).

[3] The written contract was prepared and presented by the buyer – apparently from something found on the internet. (R.p. 23 – Kirby Affidavit ¶1); (Kirby Deposition, R.p. 86, lines 17 – R.p. 87, line 3). According to the Complaint (¶1), the Plaintiff is a citizen and resident of the County of Hartford, State of Connecticut. Notably, the contract at issue is apparently one used in Connecticut by the Greater Hartford Association of Realtors (*see* header and footer of the contract, R. pp. 7-11). Accordingly, the contract in paragraph 10 provides that "Seller will transfer fee simple title to the Property Buyer by a Connecticut form of Warranty Deed…" (underline added).

Subsequently, the buyer brought this action (filed June 8, 2021) for "repayment" of the contract deposits for an alleged breach of contract (Complaint ¶¶ 6-9) or, in the alternative, as an unjust enrichment in equity (Complaint ¶¶ 10-11). R. pp.5-6. In response to the Complaint, the seller pleaded a denial (Answer ¶¶ 1-9), the seller pleaded the buyer's failures/breach (Answer ¶¶ 11-13), and the seller pleaded waiver and estoppel (Answer ¶¶ 14 and 15). R.pp.13-15.

Relying solely upon the contract and the deposition testimony of seller Kirby, the buyer Provencher moved for summary judgment. The buyer specifically asserted, *inter alia*, that the seller breached conditions of the sale by:

(1) "not denying he did not have clean title",

(2) by "not [having] title to the real property on the day of closing",

(3) and by having "a lien on 'the Sandhills lots'".

(Memorandum in Support of Motion for Summary Judgment, R.p. 19 Numbers 4,5, and 6). ***These misleading factual assertions are fully disputed, unsupported by evidence, and discussed in the Argument below; Appellant contends that the only evidence in the record demonstrates that genuine issues of fact exist, if not clear the clear falseness of these assertions.***[4] In Kirby's motion response, by Memorandum (including his own Deposition excerpts) and Affidavit, the seller contended that no contract conditions were violated by him (or at least, a genuine issue of material fact exists with regard to any alleged breach).[5]

---

[4] Appellant is mindful that SCACR 208(b)(1)(C) provides that the Statement of The Case "shall not contain contested matters"; Appellant is just identifying the issues which will be addressed in the Argument section of this Brief.

[5] Because many of the underlying facts were undisputed at the time of the motion hearing (again, there was no affidavit submission by buyer), seller's counsel in fact suggested that "we maybe should have had cross motions here" because legal application of the Contract would support seller's right to liquidated damages as a matter of law. Hearing Transcript R.p. 62 lines 15-16.

After hearing from counsel on the Motion (hearing April 20, 2023), the trial court determined to grant the buyer summary judgment reaching a singular finding expressed in a single sentence of a Form 4 Order (filed May 11, 2023)(bold added):

> The Court grants Plaintiff's Motion for Summary Judgment. **The Court finds that Defendant's failure to produce a certified title to the real estate violates such terms of the Land Sale Agreement between the parties to provide for the conveyance of fee simple title.** So Ordered.

R.p. 1 – This appeal followed. (Notice of Appeal filed and served June 7, 2023).

STANDARD OF REVIEW

"An appellate court reviews the granting of summary judgment under the same standard applied by the trial court under Rule 56(c), SCRCP." Hooper v. Ebenezer Senior Servs. & Rehab. Ctr., 386 S.C. 108, 114, 687 S.E.2d 29, 32 (2009). "When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." Callawassie Island Members Club, Inc. v. Martin, 437 S.C. 148, 157, 877 S.E.2d 341, 345 (2022) (*quoting* Fleming v. Rose, 350 S.C. 488, 493-94, 567 S.E.2d 857, 860 (2002)).

The South Carolina Supreme Court has recently clarified the standard to be applied to a Motion for Summary Judgment under South Carolina Rules of Civil Procedure 56. Kitchen Planners LLC v. Friedman, Opinion 28173, Appellate Case No. 2020-001669 (August 23, 2023). Rule 56(c) provides that the moving party is entitled to summary judgment "if the [evidence before the court] show[s] that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

ARGUMENT

WHERE BOTH APPELLANT-SELLER'S DEPOSITION TESTIMONY AND APPELLANT-SELLER'S AFFIDAVIT SHOW THAT APPELLANT-SELLER WAS PREPARED TO PRESENT A FEE SIMPLE WARRANTY DEED TO THE RESPONDENT-BUYER ON THE DESIGNATED DATE OF CLOSING, PER THE CONTRACT'S ONLY RELEVANT REQUIREMENT, *IT WAS ERROR* FOR THE TRIAL COURT TO CONCLUDE, AS A MATTER OF LAW, THAT THE CONTRACT HAD BEEN VIOLATED AND *IT WAS ERROR* FOR THE TRIAL COURT TO THEN GRANT SUMMARY JUDGMENT FOR THE RESPONDENT-BUYER.

The South Carolina Supreme Court has recently clarified the standard to be applied to a Motion for Summary Judgment under South Carolina Rules of Civil Procedure 56. Kitchen Planners LLC v. Friedman, Opinion 28173, Appellate Case No. 2020-001669 (August 23, 2023). Rule 56(c) provides that the moving party is entitled to summary judgment "if the [evidence before the court] show[s] that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."

In this case, the *only* evidence before the trial court were the words of the Appellant seller (Affidavit and Deposition) and the underlying documents related to the sale (Contract, Deeds, and Payments). A review of this evidence does not show the absence of any genuine issue of material fact – at least, not in favor of the moving party (Respondent buyer), *but rather* shows a misreading of the contract requirements by the trial court and shows Appellant's material compliance with the actual contract terms. Thus, summary judgment for the Respondent buyer was error.

A. The Contract Only Required A Warranty Deed and Title Insurability

Contrary to the Circuit Court's implication that the contract required an undefined[6] "certified title", the contract – as noted in footnote 3 above – required simply that the "Seller will transfer fee simple title to the Property Buyer by a ... form of Warranty Deed..." In addition, to

[6] The term "certified title" used by the Circuit Court in granting summary judgment, is *not* used and *not* defined in the sales Contract between the parties.

specifying the type of deed required in the transaction, the Contract further provides that the "Seller agrees to furnish such affidavits concerning title...and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain title insurance coverage on the property..."

Notably, nothing in the contract requires that the chain of title into the seller be fully recorded prior to the closing – so long as the title is insurable – and warranted in the deed to the Buyer (such warranty would require the Seller to stand behind the conveyance). There is also nothing in this Connecticut-derived contract that says the title must be approved by the Bennettsville law firm of Goldberg Easterling. The contract also does *not* expressly provide for any "passage" of a pre-closing title search and does *not* expressly require a title search. Indeed, other than affidavits for title insurability and a warranty deed, there are no other specific title requirements in the contract.

B. <u>The Only Evidence Shows Seller's Compliance with Contract's Real Requirements</u>

1) <u>The Seller Did Have Title By Agreed Closing Date</u>

While it is true that at the time of making the contract, December 8, 2020, the seller did not *yet* own four of five lots that he agreed to sell, he acquired those four lots in the week prior to the planned closing set for February 15, 2021. R.pp. 23-24 (affidavit ¶¶ 4 through 7).[7] Thus, contrary to the representation made by buyer in his Memorandum, there is only evidence that seller *did have* title to the real estate *on the day of closing*.[8]

---

[7] In anticipation of an agreed closing date of February 15, 2021, a deed transferring lots 7 and 8 to seller was executed by seller's son on February 8, 2021 (R.pp. 27-30 – Exhibit 2 to affidavit) and a deed transferring lots 5 and 6 to seller was executed on February 10, 2021 (recorded on February 19, 2021) (R.pp. 31-35 – Exhibit 3 to affidavit). Thus, prior to the agreed closing date, the seller had received deeds to all the property to be transferred at closing and attorney Ingram had a deed prepared to Buyer for the closing (R.p. 24 – Affidavit ¶6).

[8] Kirby Deposition, R.p.93 line 23 – R.p. 94 line 6 ("***They [the4 lots] were bought and paid for***

The Deposition colloquy referenced by the buyer's misleading use of a double-negative (his Motion Memorandum, R.p. 19 – asserting that seller was "not denying he did not have clean title") is merely an exchange of statements – it is *not* a question and answer:

> Q: He's [the Buyer] telling me Easterling's office told him you didn't have clear title.
>
> A: He [the Buyer] knew everything going on. Everything. He knew –

Kirby Deposition, R.p.82 lines 12-15.

This Deposition testimony does not support Buyer's false conclusion because it does not reference "on the day of closing" as suggested; in contrast, it is clear that the seller is talking about a time frame leading up to closing. A review of this deposition testimony, in complete context, reveals that the seller was describing the buyer's knowledge that, at the time of making the contract, the seller was acquiring some of the parcels contracted to be sold; *it is not a denial by the seller that he owned the property to be sold on the date of the agreed closing.*

This is certainly clear from the deposition as a whole[9] – including the presentation, identification, and authentication at the deposition of multiple deeds and payments conveying the sale parcels into the seller. Kirby Deposition, R.p.119 line 18 – R.p. 131 line 15 (Exhibits E (deed

---

.... Everything was ready to go and typed up and ready for Mr. Provencher."); R.p. 98 lines 13-17 ("In layman's terms, somebody don't know the law as well as you guys, I own those properties. ***I paid for the two, five, and six [lot numbers] before Monday's closing. They were mine. I had every right to sell 'em or throw 'em in the air.***"); R.p. 118 line 17 – R.p. 119 line 7 ***("I did own the property. I had the legal right to sell that property.***").

[9] See also Kirby Deposition, R.p. 109 line 15 – R.p. 110 line 7 (...***he knows that from day one, I was buying the five and six [Lot numbers] property from the Sandhill Rec people. Seven and Eight were in my son's name. I explained to him that they would be signed over. He was okay with all of it. He knew it all from day one. He was okay with it all the way up until an hour and a half before closing....***"); R.p. 134 lines 1-8 ("***I was in the middle of buying it all ...so I could get it legally mine to sell to him.... He knew what was going on.***").

lots 5-6), F (deed lots 7-8), H (check for lots 5-6), and J (deed lot 4)).

2) There is No Evidence That Title Insurance Was Even Sought

There is *no* evidence in this record that buyer could not obtain any needed affidavits from seller or could not obtain title insurance. Moreover, there is *no* evidence in the record that the buyer actually wanted or sought to acquire title insurance,[10] so there is *no* evidence of a contract violation by the seller. There *is* evidence that the buyer was paying cash for the property[11] -- such that no lender would be requiring title insurance.

3) Clear Title History Available, Deed Recording Not Questioned Until After Transaction Canceled

There is evidence – from the seller – that the buyer decided he wanted the title checked – not initially, but sometime a few weeks before closing. Kirby Deposition R.p. 86 lines 6-13; Kirby Deposition R.p. 88 lines 2-21. The only evidence in the record is that the Seller had no objection to title research and owned the property "free and clear" at the time of the proposed closing. Kirby Deposition R.p. 106 lines 13-19.

Attorney Easterling, who was handling the commercial building property transaction, was not familiar with the Sandhills Property and was particularly not familiar with the corporation (and its authorized agent) involved in its derivations; thus, he was unwilling to provide or prepare the

---

[10] Again, Respondent buyer offered none of his own sworn words in support of summary judgment – only the testimony of Appellant seller mischaracterized as discussed herein.

[11] R.p.8 (Contract ¶ 5)(check box "this is a cash transaction."); Kirby Deposition, R.p. 94 line 12 – R.p. 95 line 1; R.p. 116 lines 13-23; R.p. 118 line 13-14. Indeed, as suggested by the Complaint, $37,000 of the total $45,000 contractual price had been paid prior to closing, leaving $8,000 due on the cabin properties at closing; in addition, some of the cash discussion related to the commercial building (2801 Chavis Road) purchase. Kirby Deposition, R.p. 116 lines 19-23; R.p. 132 lines 2-21;

requested deeds[12] – but Attorney Ingram, who was familiar with the property area and had searched title there previously, was willing to prepare the needed deeds based upon his prior knowledge and familiarity with the property area. Kirby Deposition, R.p. 83 line 24 – R.p. 84 line 4.

While the deeds into the seller had not *yet* been recorded in the public record, the *only* evidence before the Circuit Court was that the buyer knew the seller was acquiring two needed lots from seller's son and two additional needed lots from another owner. Kirby Deposition, R.p. 109 line 12 through R.p. 110 line 3; R.p. 82 line 12 through R.p. 83 line 25). ("It was already worked out. He knew it."). Moreover, the *only* evidence in the record is that buyer knew Attorney Ingram was preparing the Sandhills acquisition deeds as well as the deed over to the buyer. Kirby Deposition, R.p. 83 line 24 – R.p. 84 line 4 ("Todd agreed to that.").

As noted in the Statement of the Case, the buyer's motion memorandum baldly asserted there was "a lien on 'the Sandhills lots." R.p.19. **Again, the deposition colloquy referenced by buyer's Memorandum (Kirby Deposition, R.p. 83 lines 3-9) does not support this misleading characterization.** First, the word "lien" in not to be found anywhere in the colloquy. Second, the entirety of the non-lawyer seller's deposition testimony confirms, by hearsay, that Attorney Easterling's concern arose from a lack of knowledge and familiarity with the corporate entity transferring two of the lots (numbers 5-6) to the seller and in particular, a lack of knowledge and familiarity with the persons authorized to act for the corporation. Kirby Deposition, R.p. 83 lines 1-25; *see also* Kirby Deposition, R.p. 132 line 22— R.p. 134 line 8. The seller's *uncontradicted* testimony is that Attorney Ingram was familiar with the corporate entity and its authorized agents because he had handled a transfer from the entity previously (lots 7-8). Kirby Deposition, R.p.

[12] Kirby Deposition, R.p. 82 line 12— R.p. 83 line 25; R.p. 106 line 20 – R.p. 107 line 9; R.p. 132 line 22- R.p. 133 line 10.

133 lines 11-24. ***Moreover, if there were a lien on the property as buyer misleadingly suggest – he surely would have introduced the documentary recordings that evidence such a lien; he did not -- because there are none.***

C. Evidence Shows Buyer Backed Out For Extracontractual Personal Reasons, Not Title Concerns.

The disingenuous nature of the buyer's implied reasons for refusing to close is, of course, evidenced by a plethora of circumstances and timing including: the buyer not offering any direct evidence that he was denied title insurance or even sought title insurance. It is also suggested by the total lack of evidence in the record suggesting he was concerned with Attorney Ingram handling the closing or preparing the required warranty deed prior to traveling to South Carolina from Connecticut for the closing. It is further suggested by the lack of evidence showing concern with the seller's planned and disclosed post-contract acquisition of certain parcels. Finally, it is suggested by the lack of evidence that he even looked for recorded deeds before the closing.

Moreover, the *only* direct evidence in the record suggest that the buyer backed out because "something happened on Friday with his brother and him... between that ride from 8:00 to the lawyer's office at 9:30." Kirby Deposition, R.p. 84 line 15 – R.p. 85 line 19 ("his brother didn't want to go in halfs on the deal")(noting the unnamed brother's discomfort with lack of survey, perc test waiver, etc.); R.p. 89 line 23 – R.p. 90 line 10 ("my brother don't like this deal"). Notably, that brother was *not* a party to the written contract.[13]

[13] Also notable, the written contract specifically has a check in the box waiving inspections and does not have a check in either of the boxes requiring a rider for appraisal or perc/pit test. Likewise, nothing in the contract specifically requires a survey.

D. The Contract Supports Seller's Treatment of The Buyer's Deposit As Liquidated Damages.

The contract expressly provides that "If Buyer defaults under this contract and Seller is not in default, buyer's deposits shall be paid over to and retained by the Seller as liquidated damages and both parties shall be relieved of further liability under this Contract..." In this case, the deposits were, at the buyer's election, paid directly to the seller as a deposit.[14] There was no listing broker to hold an escrow.[15] While a bald non-evidentiary comment by counsel suggests that buyer thought the money was being placed with an attorney,[16] there is *no* evidence in the record from buyer to that effect; in contrast, the *only* evidence demonstrates that the Respondent buyer did not want the cash payments reported in an escrow accounting anywhere. Kirby Deposition, R.p. 135 line 21 – R.p. 136 line 18 ("...he said, dude, I own a company up here, the least things that I can show in cash somewhere, the better off I'm gonna be.")[17]

---

[14] Kirby Deposition, R.p. 139 line 3 – line 7.

[15] The contract, again prepared by the buyer and apparently borrowed from the Hartford Association of Realtors, provided a two check-box *option* that the deposits were to be initially held "in escrow by listing Broker in accordance with Connecticut law" R.p. 8 (Contract ¶6), *but neither of the optional triggering boxes was checked.* In contrast with this Sandhills cabin purchase, where the Buyer deposited funds directly with the seller, the buyer deposited funds in his other planned purchase from this seller – the commercial building purchase – with the attorney's office. (Deposition R. page 136, line 24 through R. page 138, line 9). Those funds were eventually returned to the buyer when he pre-emptively cancelled both closings.

[16] Kirby Deposition, R.p. 139 lines 17-20.

[17] While the Respondent buyer's second cause of action, for unjust enrichment, was not the basis of the trial court's order and therefore not directly part of this appeal, the testimony of seller Kirby describes the costs he incurred in preparing for the contracted sales which would be part of his Breach damages if asserted. Kirby Deposition, R.p. 134 line 9 – R.p. 135 line 7; R.p. 137 line 21 – R.p. 138 line 9.

CONCLUSION

The record before the trial court did not support the conclusion that the seller Kirby violated the terms of the land sale agreement *at all* – much less as a matter of law. To the contrary, the only evidence in the record demonstrates that seller Kirby was prepared to transfer fee simple title in the South Carolina property by warranty deed to the buyer on the agreed date of the closing – in compliance with the Contract requirement. There is no evidence of title defect, refused title insurance – or even requested title insurance. Moreover, the actual evidence in the trial court suggests the true reason the buyer backed out of the transaction was extracontractual – a non-party brother's interference. The summary judgment of the trial court should be reversed and the matter remanded for further adjudication.

Florence, South Carolina

January 26, 2024

TURNER, PADGET, GRAHAM & LANEY, P.A.

s/ *Jon Rene Josey*

J. René Josey (S.C. Bar #3230)
Jeffrey L. Payne (S.C. Bar#15136)
1831 West Evans Street, Fourth Floor
Post Office Box 5478
Florence, SC 29501 (29502-5478)
(843) 662-9008

Attorneys for Appellant Kirby

Other Counsel of Record:

E. Lloyd Willcox, II, Esquire
Willcox, Buyck & Williams, P.A.
PO Box 1909
Florence, SC 29503-1909