

RECEIVED**Jan 27 2025****SC Court of Appeals**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Circuit Court Judge

Appellate Case No. 2023-001519

James Reid and Sarania Reid, Respondents,

v.

Carrie Gaston Henderson Appellant.

APPELLANT'S INITIAL BRIEF

TO: THE HONORABLE JUDGES OF THE SOUTH CAROLINA COURT OF APPEALS:

Carrie Gaston Henderson, appearing pro se, respectfully submits this brief appealing the decision rendered by Judge Duke in the Court of Common Pleas, Beaufort County. This appeal seeks to address and rectify several clear errors in the lower court's rulings, which have caused significant prejudice to Appellant's rights.

STATEMENT OF THE ISSUES ON APPEAL

1. Whether the trial court erred in determining that Attorney Louis Dore merely acted as a witness to the deed in question, contrary to documentary evidence demonstrating that he prepared and signed the deed.

2. Whether the trial court's delay in addressing Appellant's motion for reconsideration constituted a violation of procedural fairness and prejudiced Appellant's ability to seek timely appellate review.
3. Whether the trial court erred in concluding that Appellant lacked title to the property despite the submission of documentary evidence establishing ownership.
4. Whether the trial court erred in refusing to uphold the South Carolina Supreme Court's refusal to overrule the decision of the South Carolina Court of Appeals.

STATEMENT OF THE CASE

This case concerns a dispute over property ownership and the validity of a deed allegedly prepared and signed by Attorney Louis Dore. In 2007, Judge Ellis Drew ordered Attorney Dore to recuse himself due to a conflict of interest. Despite this, evidence was presented to demonstrate that Attorney Dore prepared and signed the deed in question. The subject property was subsequently sold to the Respondents in 2016 through Realtor, Cunningham Real Estate.

On July 26, 2023, Appellant appeared before Judge Duke to contest these matters. A ruling was issued on July 29, 2023, but Appellant did not receive notice of this decision until September 15, 2023, following repeated inquiries to court personnel. This delay has further compounded the prejudice against Appellant.

ARGUMENT

I. The Trial Court Erred in Ruling That Attorney Louis Dore Did Not Prepare or Sign the Deed.

The trial court's conclusion that Attorney Louis Dore only acted as a witness to the deed is unsupported by the evidence. Appellant submitted documentation explicitly showing that Attorney Dore prepared and signed the deed prior to his recusal in 2007. *See Appendix 1, Attachment Statement, Appendix 2, Deed Prepare and Signed (2004), Appendix 3, Recusal of Attorney Dore (2007)*. This evidence contradicts the court's finding and raises significant questions about the validity of the Respondents' title. *See Kriti Ripley, 404 S.C. 379, 746 S.E.2d 432*.

II. The Trial Court's Delay in Addressing the Motion for Reconsideration Prejudiced Appellant.

Appellant's motion for reconsideration, filed on July 26, 2023, was not resolved until July 29, 2023, yet no notice of the ruling was provided until nearly two months later. This delay is not only procedurally improper but also deprived Appellant of the ability to seek timely relief. Rule 59, SCRPC, mandates prompt resolution of such motions to prevent undue prejudice.

III. The Trial Court Erred in Concluding That Appellant Lacked Title to the Property.

The trial court's determination that Appellant did not hold title to the property is contrary to the evidence presented. Appellant provided clear and admissible documentation establishing ownership. *See Appendix 4, Estate of Cecil Gaston (1949), and Appendix 5, Title of Real Estate (1908)*. The court's disregard of this evidence constitutes reversible error. *See Hartford Accident*

& Indem. Co., 201 S.C. 32, 41-42, 21 S.E.2d 209, 212 (1942); Mid-State Distribs., Inc. v. Century Imps., Inc., 310 S.C. 330, 335, 426 S.E.2d 777, 780 (1993).

VI. The Trial Court Erred in Upholding the ruling of South Carolina Supreme Court.

The trial court committed reversible error by refusing to defer to and uphold the prior ruling of the South Carolina Supreme Court, which directly conflicts with the procedural and substantive rights of the appellant. Specifically, the trial court failed to independently evaluate the facts and evidence presented in the case. The decision by the South Carolina Supreme Court, as outlined in the correspondence from Svalina, Richardson, and Smith, dated October 18, 1994, demonstrates critical oversights that warrant reconsideration. *See Appendix 6, Svalina, Richardson, and Smith (1994).*

CONCLUSION

For the foregoing reasons, Appellant respectfully requests this Court to reverse the trial court's rulings and remand the case for further proceedings consistent with the evidence and applicable law.

Respectfully submitted,



Carrie Gaston Henderson

316 East 35th St.

Savannah, GA 31401

(912) 200-1285

Louise Dore attorney

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF BEAUFORT) CASE NO.: 2006-CP-07-2435


CARRIE GASTON HENDERSON)
 AND CATHERINE GASTON,)
)
 Plaintiffs,)
)
 -versus-) ORDER
)
 DORIS GREEN, WILLIS FLOYD)
 AND JOE LOUIS GREEN, JR.)
)
 Defendants.)

This matter comes before me upon Motion made by Louis O. Dore, attorney for the defendants, Doris Green and Joe Louis Green, Jr., for an Order to be relieved as counsel. Proper and timely notice of hearing was given to all parties. The matter was heard before me on Tuesday, May 8, 2007, at 2:00 p.m. Present at the hearing were Louis O. Dore and the plaintiffs, Carrie Gaston Henderson and Catherine Gaston, appearing Pro Se. It appears that the defendants, Doris Green and Joe Louis Green no longer wish to be represented by Louis O. Dore. It further appears that the Motion was filed at the behest of the Defendants. The Plaintiffs had no objection and it appears that for good cause shown, Louis O. Dore should be relieved as counsel for the defendants, Doris Green and Joe Louis Green.

It is, therefore, Ordered that Louis O. Dore is hereby relieved as counsel in the above captioned cause. The Defendants, Doris Green and Joe Louis Green shall have thirty (30) days to obtain new counsel. If they do not obtain new counsel within 30 days they are deemed to have waived their right to counsel.



AND IT IS SO ORDERED


HONORABLE ELLIS DREW, JUDGE
FOR THE FOURTEENTH JUDICIAL
CIRCUIT

Beaufort, South Carolina

May 11, 2007

EXHIBITS

Form 2090

STATE OF SOUTH CAROLINA

COUNTY OF Beaufort

ROUTE NO. 100 Docket
EXXEC 7,255

OPTION TO PURCHASE

Top Soil, Earth, Gravel or Stone

KNOW ALL MEN BY THESE PRESENTS, That I (or we) _____

Estate of Cecil H. Gaston

owner of a certain tract of land situated in the county of Beaufort, State of South Carolina, do hereby grant to the State Highway Department the right to remove top soil, earth, gravel, or stone from a certain portion of my land hereinafter described together with a temporary right of way from the highway to this tract of land under the following conditions:

1. That I be paid for such lands as are actually excavated by the Highway Department at the rate of twenty five dollars (\$ 25.00) per acre.
2. That I be paid reasonable crop damage for any growing crops destroyed on lands from which material is excavated or on lands used as a temporary right of way to transport men, machinery or materials to and from the borrow pit and the roadway.
3. The lands to be used by the State Highway Department for the excavation of said materials will consist of approximately one (1) acre ~~two (2) acres~~ ^{Proposed soil pit is approximately 100' ft. of survey station 219/10.} Material to be excavated approximately eight (8) ^{feet} ~~feet~~ deep.
4. Payment for lands above used and for damages to growing crops will be made within a reasonable time after the excavation is completed by the State Highway Department.
5. This Option to Purchase the right to remove material in accordance with the terms of this instrument shall be binding upon me (or us), my (or our) heirs, assigns, or administrators for one year from the date of execution.

Witness my hand and seal this 1st day of August 1951 in the year of our Lord, One Thousand Nine Hundred and Fiftyone.

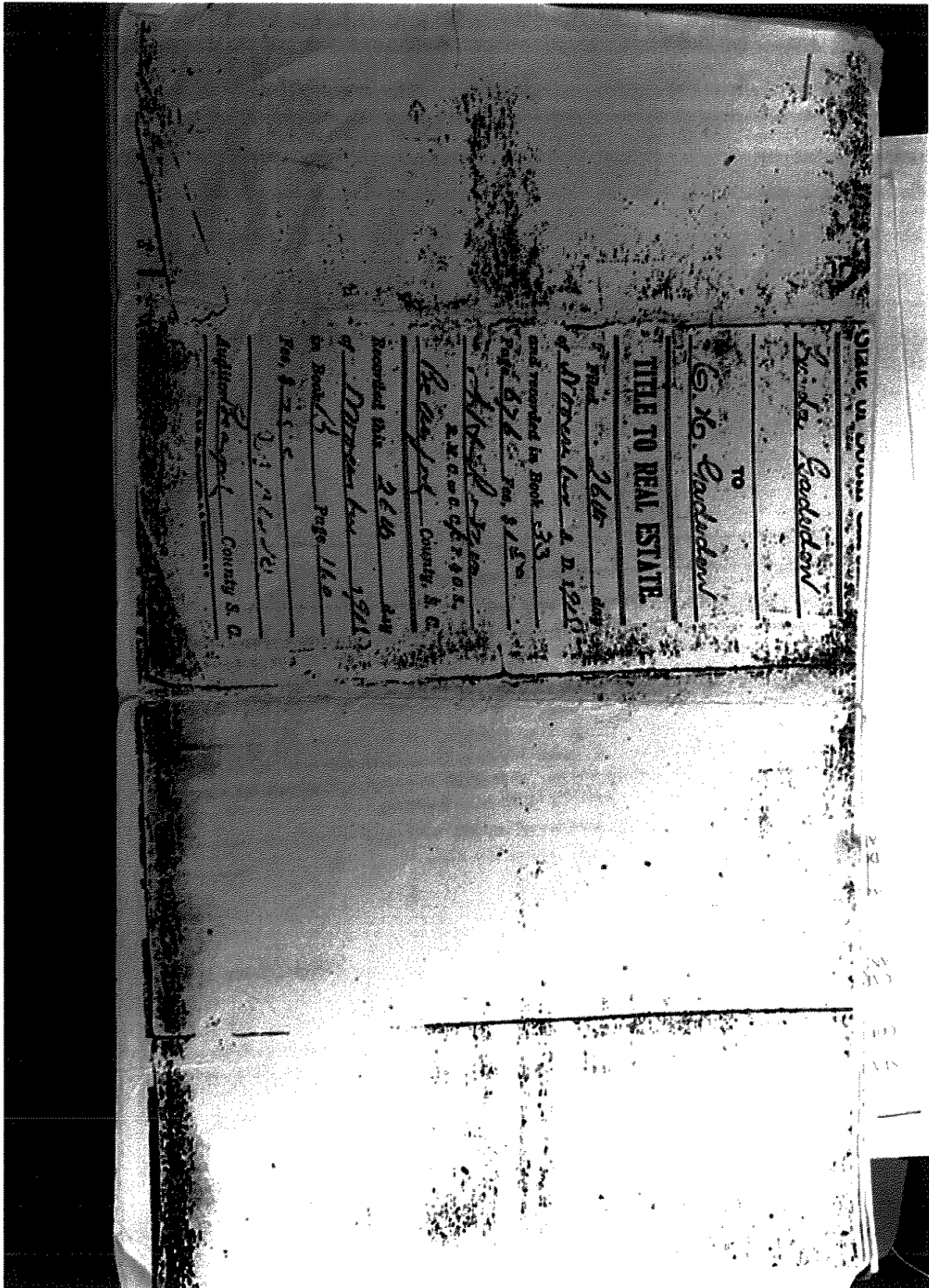
Cecil H. Gaston
John H. Gaston

Signed, sealed, and delivered to the presence of

Donald A. [Signature]

Donald A. [Signature] (L. S.)

CH Gaston - 10



THE STATE OF SOUTH CAROLINA }
 Cheaufort COUNTY. }
 PERSONALLY appeared before me P. A. Popper
 and made oath that he saw the within named Gerda Ladudan
 sign, seal and as Wife set and Deed, deliver the within written Deed; and that
he with Francis McBride
 _____ witnessed the execution thereof
 SWORN to before me, this 2 day
of December A. D. 1941
at Washington (SEAL)
Notary Public S.C.

RENUNCIATION OF DOWER
 The State of South Carolina, }
 _____ COUNTY. }

I, _____
 do hereby certify unto all whom it may concern, that Mrs. _____
 the wife of the within named _____
 did this day appear before me, and upon being privately and separately examined
 me, did declare that she does freely, voluntarily, and without any compulsion, dread
 or fear of any person or persons whomsoever, renounce, release and forever relinquish
 unto the within named _____
 Heirs and Assigns, all her interest and estate, and also all her right and claim
 dower, of, in, or to all and singular the premises within mentioned and released.
 Given under my Hand and Seal, this _____ day
 Anno Domini, 19____
 (SEAL.) _____

TOGETHER, with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said *G. W. Gaddden, his*

Heirs and Assigns forever

AND I do hereby bind myself, my Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said *G. W. Gaddden, his*

Heirs and Assigns, against all and my Heirs or any person or persons lawfully claiming, or to claim the same, or any part thereof

WITNESS my Hand and Seal, this *2nd* day of *December* in the year of our Lord one thousand nine hundred and eight and in the one hundred and *32nd* year of the Sovereignty and Independence of the United States of America

IN THE PRESENCE OF

Francis McBride
J. A. Popper

David L. Gaddden (U.S.)

Law Offices of
SVALINA, RICHARDSON AND SMITH

A PARTNERSHIP OF A PROFESSIONAL ASSOCIATION AND A PARTNERSHIP

SUITE 808 • THE BARRINGER BUILDING
 1338 MAIN STREET
 COLUMBIA, SOUTH CAROLINA 29201

TELEPHONE 803/799-9412
 FAX 803/799-9828
 TOLL FREE 1-800-849-8897

October 18, 1994

BEAUFORT OFFICE:

1214 KING STREET
 P.O. DRAWER 1207
 BEAUFORT, SOUTH CAROLINA
 29901-1207
 TELEPHONE 803/824-0333
 FAX 803/824-4233

PLEASE REPLY TO:
 COLUMBIA

SAMUEL L. SVALINA, P.A.
 SAMUEL L. SVALINA
 SAMUEL S. SVALINA
 ROBERT J. SMITH
 RICHARDSON AND SMITH
 JAMES S. RICHARDSON, JR.
 GERALD F. SMITH

Mrs. Cecil J. Gaston, Jr.
 Route 1, Box 245
 Ridgeland, SC 29936

Re: Alice A. G. G. Perry, Emily Mitchell, Eliza Tremble, and
 Doris Green v. Cecil J. Gaston, Jr.
 90-CP-07-310

Dear Mrs. Gaston:

The South Carolina Supreme Court has refused to overrule the decision of the South Carolina Court of Appeals. Therefore, the appeal process is now over.

You will recall that Judge Kemmerlin ordered the entire property to be sold at auction. The Court of Appeals overruled Judge Kemmerlin on this issue. The Court of Appeals ordered that the property should be "partitioned." Property is "partitioned" by dividing it among the heirs. It will now be necessary to appoint commissioners to partition the property. You appoint two commissioners. The plaintiffs appoint two commissioners. These four commissioners appoint a fifth commissioner. A majority of the five commissioners then have the authority to divide up the property among the heirs.

The money which Mr. Cecil Gaston was ordered to pay to the plaintiffs is now due. I understand from a telephone conversation this morning with Emily Gaston that the money is "gone." Mr. Cecil Gaston assured me, at the start of the appeal, that he and Rev. Sam Gaston would hold the money and not spend it. Therefore, I don't understand how the money could be gone. If this money has been spent, in violation of Judge Kemmerlin's order, I feel certain that the plaintiffs will be allowed to take enough of Mr. Cecil Gaston's land to satisfy the judgment.

Mrs. Cecil J. Gaston, Jr.
October 18, 1994
Page Two

Now that the appeal is over, the work which I agreed with Mr. Cecil Gaston to do is now completed. At this point, you need to decide whether you wish for me to continue to represent the family in this matter, or whether you wish to employ some other attorney in the Beaufort/Ridgeland area.

I will be glad to discuss this matter with any of you on the telephone, but I do feel that you need to plan a family meeting to decide how you are going to proceed.

With best regards, I remain

Yours very truly,


James B. Richardson, Jr.

JBRjr/vjs

cc: Ms. Carrie Henderson ✓
Mr. John Gaston

EXCERPTS OF RELEVANT CASE LAW

A. Kriti Ripley, 404 S.C. 379, 746 S.E.2d 432

This case emphasized the fiduciary duties of attorneys and condemned conduct involving misrepresentation or unethical practices in property transactions.

Excerpt: “Attorneys owe a duty of honesty, integrity, and fairness to the courts, their clients, and the legal profession as a whole. Where an attorney engages in fraudulent conduct, misrepresentation, or collusion, they violate their ethical obligations and the trust placed in them by their clients and the public.”

B. Hartford Accident & Indem. Co., 201 S.C. 32, 21 S.E.2d 444

This case established the importance of clear, unambiguous documentation in establishing legal rights, which is relevant in determining the rightful ownership of property, such as land titles.

Excerpt: “In matters of legal entitlement, particularly when there is a dispute over the ownership of property, the burden of proving such entitlement rests with the party asserting ownership. The party must present clear and convincing evidence to substantiate the claim of ownership.”

C. Mid-State Distribs., Inc. v. Century Imps., Inc., 310 S.C. 330, 426 S.E.2d 777

This case involves issues surrounding the evidentiary weight of documents and the recognition of legal rights in court. In particular, the case discusses how the presentation of evidence (such as contracts or deeds) is integral to the court's decision-making process, and the party presenting the evidence must be allowed to have it properly considered.

Excerpt: "Where a party presents valid and relevant evidence in support of their claim, including legal documents such as deeds or contracts, the court has a duty to give appropriate consideration to that evidence. A failure to do so, particularly when such evidence establishes a legal right, undermines the integrity of the proceedings and the rights of the party presenting the evidence."

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Circuit Court Judge

Appellate Case No. 2023-001519

James Reid and Sarania Reid,

Respondents,

v.

Carrie Gaston Henderson

Appellant.

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ATTACHMENT

ALL that certain piece, parcel or lot of land situate, lying and being in Beaufort County, State of South Carolina, and is shown and designated on that certain plat prepared for Doris and Alex Green by Gasque and Associates, Inc., dated February 9, 1995, and revised on May 9, 2000 and December 17, 2004, and is shown on said plat as being the property of "Harold Green", containing 22 acres. For a more complete and accurate description as to the metes, bounds, courses and distances reference may be had to said plat, which is recorded in the office of the RMC for Beaufort County at Plat Book 103, Page 182.

This is the same parcel of land which was the subject of an Order signed by Thomas Kemmerlin, Jr. as Master In Equity for Beaufort County, dated February 20, 1998, at Judgment Roll 89191, and was conveyed to the Grantors herein by Corrective Limited Warranty Deeds of Thomas Kemmerlin, Jr., Master In Equity on May 9, 2002. Said deed is recorded in the office of the RMC for Beaufort County at Deed Book 1579, Page 1037.

Reference: District 600, Map 10, Parcel 115.

This Deed prepared by Louis O. Dore of Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, SC 29907.

Grantees' mailing address: 4201 Sandy Lake Drive
Lithonia, GA 30038

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4/10 RB
Tupper 7002
587 Feb
2005

BEAUFORT COUNTY SC - ROD
BK 02070 PGS 0488-0489
FILE NUM 2005001405
01/08/2005 09:48:13 AM
REC'D BY B BING RCPT# 200497
RECORDING FEES 10.00
County Tax 242.00
State Tax 572.00

RECORDED
2005 FEB 02 10 58 AM
Shirley O. Smith
BEAUFORT COUNTY ALBANY

ELECTRONICALLY FILED - 2020 Sep 21 9:54 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT .) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT CAROLYN TRIMBLE AND ANTHONY KEITH MURRELL GREEN in the State aforesaid for and in consideration of the sum of TWO HUNDRED TWENTY THOUSAND AND NO/100 (\$220,000.00) DOLLARS, to us in hand paid at and before the sealing of these presents by CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, the following described property, to-wit:

"SEE ATTACHMENT"

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS TENANTS IN COMMON, their successors and assigns forever.

AND we do hereby bind ourselves and our heirs, executors, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said CUNNINGHAM REAL ESTATE MANAGEMENT, INC AND LEON GOODRUM AS TENANTS IN

ADD GMP Record 1/29/2005 03:24:46 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R600 010 000 0115 0000 C0

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COMMON to warrant and defend, ali and singular, the said premises unto the said
CUNNINGHAM REAL ESTATE MANAGEMENT, INC. AND LEON GOODRUM AS
TENANTS IN COMMON against us and our heirs, successors and assigns and all persons
whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 20th day of December in the year of our
Lord two thousand four (2004) and in the two hundred and twenty-eighth year of the
Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Marge C. Mack
signature of 1st witness

Carolyn Tremble
CAROLYN TREMBLE

[Signature]
signature of 2nd witness (Notary)

Anthony Keith Murrell Green
ANTHONY KEITH MURRELL GREEN

ELECTRONICALLY FILED - 2020 Sep 21 8:54 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0701507

RECEIVED

Jan 27 2025

SC Court of Appeals

**FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Honorable Marvin Dukes III, Circuit Court Judge

Case No. 2023-001519

James Reid,

Respondent,

v.

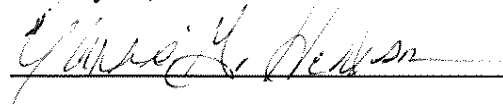
Carrie G. Henderson,

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Attorney Chereese Chisolm Handy, Attorney Thurmond Kirchner & Timbes P.A., James & Sarania Reid by depositing a copy of it in the United States Mail, postage prepaid, on January 25, 2024, addressed to the Appeals Court 1220 Senate St, Columbia, SC 29201.

January 25, 2024



s/ Carrie G.
Henderson
Carrie G.
Henderson, Pro
Se



THE UPS STORE

463 Johnny Mercer Blvd Ste b7
Savannah , Ga 31410
912.898.7800 Tel
912.898.7802 Fax
store3913@theupsstore.com
theupsstore.com/3913

Fax

To The South Carolina Courts of Appeal
Company _____
Fax number 803-734-1839
Date Jan. 27, 2025
Job number _____

From Carrie Master Henderson
Phone number 912-200-1285
Fax number _____
Total pages 23