

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NUMBER: 2002-CP-26-1706

NED GREGORY, JR.)
)
Plaintiff,)

vs.)

H. JACKSON GREGORY,)
)
Defendant.)

ORDER

FILED
HORRY COUNTY
2006 APR 25 PM 4:09

This Order follows Hearings held before this Court on February 16, 2006 and on March 17, 2006. These Hearings were held to address the issues of rent on the Myrtle Beach property, the accounting between the parties, Defendant's failure to comply with his bid on the Lancaster property from the June, 2005, sale, and the re-sale of the Lancaster property.

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Addressing the issue of rent, it appears we are talking about a period of fifty-five (55) months of rent the Defendant owes on the Myrtle Beach property. This is the period of time from when the Defendant moved into the Myrtle Beach property fulltime in September 2000, until the property sold at Auction on May 2, 2005. The Plaintiff presented the Court with expert testimony stating the rental value of the subject property was between \$1,500.00 and \$1,800.00 per month. The Defendant testified the property was uninhabitable and therefore had no value. However, the Defendant and his wife and at times his daughter, lived in the structure throughout the period in question. Therefore, the Court finds that the Defendant should pay the Plaintiff rent for the fifty-five (55)

months he maintained exclusive possession of the Myrtle Beach house, in the amount of Twenty Thousand Nine Hundred (\$20,900.00) Dollars.


The accounting issue has been greatly simplified by the parties in that there was not any evidence introduced to contradict the accounting presented by the Plaintiff. After reviewing the accounting done by the Plaintiff for the period of June, 1992, through June 30, 2005, the Court finds that the Plaintiff spent his own funds for necessary and proper expenses in the upkeep of the subject property, without contribution by the Defendant, in the amount of Twenty One Thousand Nine Hundred Fifty Nine & 47/100 (\$21,959.47) Dollars, for which he is entitled to be reimbursed by the Defendant.

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The Defendant is entitled to a setoff to the amount expended by the Plaintiff, of any funds that he can prove that he contributed, without contribution from the Plaintiff. It is conceded that Defendant spent Seven Thousand Nine Hundred Forty (\$7,940.00) Dollars to remove the gas tanks from the Lancaster property. The only other contribution by the Defendant was for real estate taxes for the Myrtle Beach house. The Defendant will be given credit for any real estate taxes he paid on the Myrtle Beach property for the years 2002, 2003 and 2004, if paid receipts are produced.

The Lancaster property sold at Auction on June 6, 2005, to the Defendant. To date, the Defendant has not complied with his bid. Therefore, the property must be resold. The Defendant must pay the costs from the June, 2005, sale. This includes the cost of publications (\$528.23) and the Special Referees Commission (\$1,700.00) Dollars. This totals Twenty Two Hundred Twenty Eight & 23/100 (\$2,228.00) Dollars to be paid within ten (10) days from the date of this Order to counsel for the Plaintiff.

The Lancaster property shall be readvertised and sold by the Special Referee in Lancaster County. Because of the Defendant's failure to comply with his bid made during the June, 2005, sale, if the Defendant is the successful bidder, the bidding shall be suspended until the appropriate amount of cash is posted by the Defendant. If the Defendant does not immediately post the appropriate amount of cash, as required by the Special Referee, the bidding shall continue, until there is another successful bidder. After the successful bidder complies with the bid, the Special Referee shall deduct his commission and any costs he sustains and forward the remainder of the sale price to the undersigned.

IT IS SO ORDERED.

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HONORABLE J. STANTON CROSS

April 25 2006
