

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY

J. STANTON CROSS, JR., MASTER IN EQUITY
CYNTHIA GRAHAM HOWE, MASTER IN EQUITY

Case No. 2002-CP-26-1706
Appellate Case No. 2013-002370

Ned Gregory, Jr.,

Respondent,

v.

Howell Jackson Gregory,

Appellant.

RETURN TO MOTION TO DISMISS APPEAL

Howell Jackson Gregory
Post Office Box 7111
Myrtle Beach, SC 29572-0006
(843) 222-4800
Pro Se Appellant

Palmer Freeman, Esquire
Post Office Box 8024
Columbia, SC 29202
(803) 799-9400
Attorney for Respondent

RECEIVED

NOV 25 2013

SC Court of Appeals

RETURN TO MOTION TO DISMISS APPEAL

This Return to Respondent's Motion to Dismiss Appeal is presented pursuant to Rule 240 (c) and (e), SCRAP.

Respondent's Motion to Dismiss should be denied as it does not conform to the Rule 240 (c) (3) in that no affidavit was filed along with the motion as required since no Record on Appeal or Appendix has been filed. That rule uses the term "shall file affidavits ..." a word of direction. Respondent has failed to do so.

BACKGROUND

Following the sale of two real estate properties in 2005 pursuant to a partition action J. Stanton Cross, Jr, Master in Equity for Horry County who tried the case held hearings in February and March, 2006 and issued one of two orders thereafter on April 25, 2006 that provided among other things an award for Appellant for \$7,940.00 which was the cost he paid to remove the gas tanks from the Lancaster tract and that award was conceded by Respondent and his counsel during the hearings. Also, ordered was any other expense that Appellant can prove that was not contributed to by Respondent, such as the Horry County taxes for the Horry tract for years 2002, 2003 and 2004. These expenses of Appellant were ordered to be setoff against the award to Respondent.

Later in May and August, 2006 following judicial conferences by counsel and the Trial Master in Equity Cross Appellant proved with cancelled checks the payment of the taxes totaling \$4,077.99 and the new roof job on a building condemned in Lancaster for \$13,500.00. The last conference held by Judge Cross was on August 9, 2006 when two

checks totaling \$7,597.03 were issued to the Horry County Master in Equity then. One check was from Respondent's counsel Clifford Welsh and drawn on Clifford L. Welsh Attorney Trust Account for \$2,500.00 and the other check was from Appellant and drawn on The Gregory Company account in the amount of \$5,097.03.

The next day August 10, 2006 the Trial Master in Equity issued his last order in the partition case and called it Nunc Pro Tunc Order for April 25, 2006 as it was a follow up from the first order of the setoff matters as the proof had been made by Appellant and the accounting of the two checks totaling \$7,597.03 presented to end the Lancaster sale.

Later on October 30, 2006 Master in Equity Cross executed the Lancaster tract deed to The Gregory Company, Inc. recorded in Lancaster County on June 4, 2008.

Subsequently, on June 10, 2008 the Horry County Clerk of Court issued a Transcript of Judgment that did not reflect the 2006 orders of Master in Equity Cross as it omitted the setoff awards to Appellant and only reported the awards to Respondent.

Respondent's new lawsuit against Appellant in Lancaster County in 2008 did not attach the faulty transcript of judgment to his complaint and it was not until 2012 that it was produced at a pre trial conference with the Special Referee in Lancaster. Appellant in 2012 met with the Horry County Clerk of Court to understand what had happened. When the clerk realized that her office had overlooked the setoff awards to Appellant she attempted to correct the omission error and issued an Amended Transcript of Judgment on 11-02-2012 which reduced the judgment total to \$24,666.51; however, the clerk needed a court order from the Master in Equity to credit the two checks as both checks were made payable to the Master in Equity. Appellant in an effort to assist the Horry County Clerk of Court filed two motions in the Master in Equity Court.

APPELLANT'S TWO MOTIONS and TWO RULE 59(e) MOTIONS

Appellant initially filed two motions in the Master in Equity Court as follows:

1. The first motion was filed September 25, 2012 for the purpose of deducting the setoffs as ordered by Master in Equity Cross in his second order of August 10, 2006 Nunc Pro Tunc for April 25, 2006. It was not to change the Cross orders, but to implement them as he had so ordered.

This motion was heard on December 10, 2012 and denied by successor Master in Equity Cynthia Graham Howe in her order dated March 4, 2013.

A timely Rule 59(e) motion was filed April 1, 2013 to modify the March 4, 2013 order and it was heard on April 25, 2013 and denied in her order of May 15, 2013.

2. The second motion was filed February 28, 2013 to further reduce the judgment by the two checks totaling \$7,597.03 written on August 9, 2006 one by Welsh and the other by Appellant. This motion was heard on April 25, 2013 and the two checks were conceded at the hearing by Respondent and his counsel and reported in the order of May 15, 2013. However, the May 15, 2013 order stated incorrectly that both checks were written by Appellant and ruled a conceded sum OK and a conceded sum not OK from same parties.

A timely Rule 59(e) motion was filed July 1, 2013 to clear up the errors created in the May 15, 2013 order of successor Master in Equity Howe misdescribing two checks and to point out the court's "conceded" conflict created by Judge Howe in granting a conceded sum in 2013 but denying a conceded sum in 2006. The two issues were totally overlooked by the Court and not corrected in the Howe order dated October 17, 2013.

Appellant then filed a timely Notice of Appeal that was received by the South Carolina Court of Appeals on November 7, 2013.

ARGUMENT

Rule 203 (b) (1), SCRAP has been complied with as the Notice of Appeal was docketed with the South Carolina Court of Appeals on November 7, 2013 and within the thirty day filing requirement of the rule and therefore the appeal is timely.

The successor Master in Equity Cynthia Graham Howe and Respondent's counsel have missed the facts here as both think that Appellant filed three Rule 59(e) motions and that was not the case. There were two motions filed to assist the clerk of court in getting the faulty transcript of judgment corrected. There was only one Rule 59(e) motion filed for each of the two motions. However, the May 15 order by the court requiring the last Rule 59(e) motion to be filed was for the purpose of correcting two errors by the court in stating that appellant wrote both of the checks when he obviously did not and setting a double standard for conceded sums by respondent and his counsel in the case. Judge Howe's order of October 17, 2013 simply does not address those two issues that were plainly set forth in the motion, as it totally overlooks both new issues completely.

What may be confusing counsel and the court is that the court consolidated Appellant's second motion to credit the two checks with the first Rule 59(e) motion in the hearing held on April 25, 2013 that resulted in the May 15, 2013 order and that the second Rule 59(e) motion filed July 1, 2013 was not a third Rule 59(e) motion as they have mistakenly perceived. See page three of Judge Howe's October 17, 2013 order as she states "Defendant's July 1, 2013 motion seeks, for a third time...."

Had counsel and the court read the motion itself instead of counting how many times we were in court then the misconception probably would not have occurred.

THE TWO NEW CHALLENGES

FIRST: Pages one and two of Appellant's clocked in July 1, 2013 motion to alter or amend under Rule 59(e) addresses "the erred two checks issue" and states:

"...the record shows that much more than 'Defendant presented mere photocopies of two checks allegedly signed by Defendant, totaling \$7,597.03' were submitted, but obviously overlooked by the Court. Actually, Defendant only signed one of the two checks mentioned as (page two) Clifford L. Welsh signed the other one and the order is wrong to say that Defendant signed both checks."

SECOND: Page two of the July 1, 2013 motion addresses "conceded" and states

"...The Court during the trial before Master in Equity Cross determined that Defendant did pay for the removal of the gas tanks from the Lancaster property without contribution from Plaintiff and in that paragraph states ' It is conceded that Defendant spent \$7,940.00 to remove the gas tanks from the Lancaster property.' It does not make common sense that conceding the two checks in the May 15, 2013 for \$7,597.03 and reducing the judgment by that amount is allowed, but the conceded amount of \$7,940.00 in the Cross Order of April 25, 2006 is not. As this is a court of equity the Court is not applying equal equitable standards to the matter and a further reduction based upon all conceded amounts is needed. This setoff was determined by the trial judge in the matter from the evidence presented during the several days of testimony before him prior to his April 25, 2006 order and reflects the conceded amount by plaintiff and plaintiff's counsel at trial."

The two new challenges as set out in the July 1, 2013 motion to the court were not even addressed by the court in the order of October 17, 2013.

The following chart may help reduce the confusion bothering the lower court of Appellant's four motions with only two under Rule 59(e) and their timelines:

1. Motion to implement setoffs from Cross 2006 orders:

Filed 9-25-2012
Heard 12-10-2012
Order 3-4-2013

2. Motion to amend judgment by crediting two checks:

Filed 2-28-2013
Heard 4-25-2013
Order 5-15-2013

3. Rule 59(e) to alter or amend 3-4-2013 Order:

Filed 4-1-2013
Heard 4-25-2013
Order 5-15-2013

4. Rule 59(e) to alter or amend 5-15-2013 Order:

Filed 7-1-2013
Heard 10-14-2013
Order 10-17-2013

THEREFORE, Appellant did not file three Rule 59(e) motions as the October 17, 2013 order suggests. Only one Rule 59(e) motion was filed per order issued and also by the same token only one was filed for each motion filed.

If you go one step further to argue that the Rule 59(e) motion filed July 1, 2013 is a second one then the cases cited by Respondent need to be visited.

FACTS

The Rule 59(e) motion filed July 1, 2013 does challenge something new in the May 15, 2013 order. The two new challenges presented in the July 1, 2013 motion are:

- A. The two checks description error by the court were written by two different people and not just by Appellant only; and
- B. The term "conceded" should not have opposite meanings in a court of equity.

LAW

The South Carolina Supreme Court in *Quality Trailer Products, Inc. v. CSL Equipment Company, Inc.*, 349 S.C. 216, 562 S.E.2d 615 (S.C.2002) quotes from

the case of Coward Hund Construction Co., Inc. v. Ball Corp., 336 S.C 1, 518 S.E.2d 56 (Ct.App. 1999) which states:

...the Court of Appeals held that a successive Rule 59(e), SCRCP, motion, following the denial of a similar motion, did not toll the time for filing appeal, where the court's ruling on the first such motion did not change its ruling at trial. The Court of Appeals noted that Coward Hund did not challenge any new ruling in its second Rule 59 motion. The Court of Appeals agreed with the prevailing federal rule that "a second motion for reconsideration is appropriate only if it challenges something that was altered from the original judgment as a result of the initial motion for reconsideration." Coward Hund Const. Co., Inc., at 3, 518 S.E.2d at 58.

Applying the law to the case at bar there appears to be two stages to consider.

First, the earlier ruling by the successor Master in Equity Cynthia Graham Howe does change the ruling at trial by Master in Equity J. Stanton Cross, Jr. who issued two orders April 25, 2006 and Nunc Pro Tunc on August 10, 2006 for April 25, 2006 that were not appealed and have become the law of the case. The Cross orders provided that Appellant have setoffs against the Respondent's award as discussed earlier. Had it not been for the omission error by the Horry County Clerk of Court in her June 10, 2008 Transcript of Judgment a correct judgment probably would have been reported; however, due to the omission only Respondent's award was noted. When the omission error was pointed out to the clerk an amended transcript of judgment was issued by her on 11-02-2012 that was denied by the Howe court. Also denied was Appellant's September 25, 2012 motion to conform the transcript with the Cross orders in the Howe order dated March 4, 2013.

That March 4, 2013 Howe ruling did change the Cross original judgment ruling.

Second, the April 1, 2013 Rule 59(e) motion was filed to deal with that Howe order and on April 25, 2013 it was consolidated with Appellant's second motion filed February 28, 2013 to reduce the judgment amount by the two checks of August 9, 2006 payable to the Master in Equity Court from both Respondent's counsel and Appellant in that hearing.

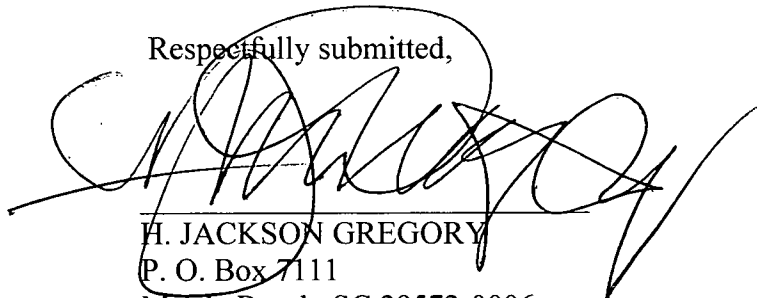
The May 15, 2013 Howe Order then created the two challenges pointed out above.

Since the original judgment in this case has been the law of the case since 2006 and the correct judgment amount was misrepresented by the Horry County Clerk of Court in 2008 that was not discovered by Appellant or his counsel until 2012 it is still in error and all efforts made to correct the clerks omission error in the last two Howe orders have been denied; however, the May 15, 2013 Howe Order did present the two challenges that were addressed in the July 1, 2013 motion under Rule 59(e) and with the denial order of October 17, 2013 by successor Master in Equity Howe it tolled the time period for filing an appeal as those orders do alter the correct original judgment amount from the two 2006 orders of Master in Equity J. Stanton Cross, Jr. who tried the case.

CONCLUSION

Deny Respondent's Motion to Dismiss Appeal.

Respectfully submitted,



H. JACKSON GREGORY
P. O. Box 7111
Myrtle Beach, SC 29572-0006
(843) 222-4800
Pro Se Appellant

November 21, 2013
Myrtle Beach, SC

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

AFFIDAVIT OF H. JACKSON GREGORY

PERSONALLY COMES H. JACKSON GREGORY, WHO ON OATH STATES:

AFFIANT is a citizen and resident of 302 70th Avenue North, Myrtle Beach, SC 29572 and is the Appellant in an action pending in the South Carolina Court of Appeals as Case No. 2013-002370 and submits this affidavit in support of his Return to the Motion to Dismiss filed November 15, 2013 and received by AFFIANT on November 18, 2013.

AFFIANT is the Appellant in this action which originated in 2000 in Lancaster County as a partition case to deal with two parcels of real estate that could not be divided in kind and were ultimately sold on the courthouse steps in May of 2005 (Horry) and in June of 2005 (Lancaster). The case in 2001 was referred to J. Stanton Cross, Jr., Master in Equity for Horry County and filed as Civil Action No. 2002-CP-26-1706.

After the two sales Master in Equity Cross conducted post sale hearings to order relief that came out of the trial of the partition case, during and after the sales. Hearings were held in February and March of 2006 and after the Cross Order of April 25, 2006, additional office conferences were held in May, 2006 and again in August, 2006 to finalize financial matters pending post sale resulting in the Nunc Pro Tunc Order of August 10, 2006 for April 25, 2006. This last order of Cross was his way of putting the dollar amounts into the first April 25, 2006 order after he was presented the proof of the money AFFIANT had spent on the partitioned property that Respondent did not contribute towards. Three sums fit this bill and Judge Cross ordered them setoff against two awards for Respondent. The three amounts totaled \$25,517.99. They are as follows:

1. Removal of the gas tanks from Lancaster tract \$7,940.00 which was conceded by Respondent and his counsel, Clifford L. Welsh at the trial of partition case;

2. Payment of the Horry County taxes on the Myrtle Beach house for tax years 2002, 2003 and 2004 totaling \$4,077.99 over a three year period; and
3. Payment of \$13,500.00 for a new roof on a Lancaster building, which had been condemned by the city in 2003, after the job was completed in 2005.

As Master in Equity J. Stanton Cross, Jr. dealt with this case over a four year period it was his intent to weigh the equities of the parties and therefore he did award AFFIANT his paid setoffs for those expenses as Respondent did not contribute towards; otherwise, those 2006 orders of his would not have contained that language. Both of the 2006 Cross orders were not appealed and are the law of the case. AFFIANT wonders if the Horry County Clerk of Court had not made the omission error in her preparation of the June 10, 2008 Transcript of Judgment if all of this would even exist. But her office did omit the AFFIANT's paid setoffs as ordered by Judge Cross. That \$25,517.99 miscalculation of the judgment amount now results in a non final judgment.

Once discovered at a pre trial hearing in Lancaster on February 7, 2012 AFFIANT did what any reasonable person would have done under the circumstances and that was to have a meeting with the clerk of court and try to understand how the error occurred. AFFIANT did just that in September, 2012 and tried to assist the clerk in her effort to correct the error. The clerk of court prepared an Amended Transcript of Judgment on 11-02-2012 reducing the judgment amount by the erred \$25,517.99; however, it was not recognized by the successor Master in Equity Howe in 2013, even though Judge Howe's statement in open court on October 14, 2013 was that she takes judicial notice that the June 10, 2008 transcript of judgment is in error. (copy of transcript page 21 lines 13-18)

AFFIANT filed two motions to assist the clerk in getting the setoffs omission to

speak the truth and say what Master in Equity J. Stanton Cross, Jr. had ordered in 2006. (copies of 2 motions filed September 25, 2012 and February 28, 2013 exhibits attached) Successor Master in Equity Cynthia Graham Howe then prevented the implementation of the paid setoffs amounting to \$25,517.99 ordered by Judge Cross and the law of the case. AFFIANT believes that this is a classic case of a violation of Rule 63, SCRCF by a successor Master in Equity who fails or refuses to implement the 2006 orders of the prior Master in Equity in the same court who after executing the orders retired. The two motions should have corrected the problem, but were denied. Judge Howe when accused of violating Rule 63 denied she was doing so on October 14, 2013 (transcript page 10).

AFFIANT filed a Rule 59(e) motion on April 1, 2013 (copy attached) to correct the errors in the March 4, 2013 Howe order. After Judge Howe's May 15, 2013 denial order AFFIANT timely filed another Rule 59(e) motion on July 1, 2013 (copy of pages one and two attached) to address and correct two errors that were newly presented in that order.

FIRST ERROR:

The May 15, 2013 order states "At the April 25, 2013 hearing, Defendant presented mere photocopies of two checks allegedly signed by Defendant, totaling \$7,597.03. Plaintiff conceded at the hearing that Defendant contributed the \$7,597.03."

It is obvious that the two checks were not both written by AFFIANT. One check was from Respondents own counsel's trust account. That \$2,500.00 represented the rents collected during the partition case in Lancaster. Master in Equity Cross had directed at one office conference with counsel the purchaser of the Lancaster tract would get the rent being held by Clifford L. Welsh Attorney Trust Account and on August 9, 2006 at the last conference both checks were written to the Master in Equity Office. The other check came from The Gregory Company dated August 9, 2006 and signed by AFFIANT.

SECOND ERROR:

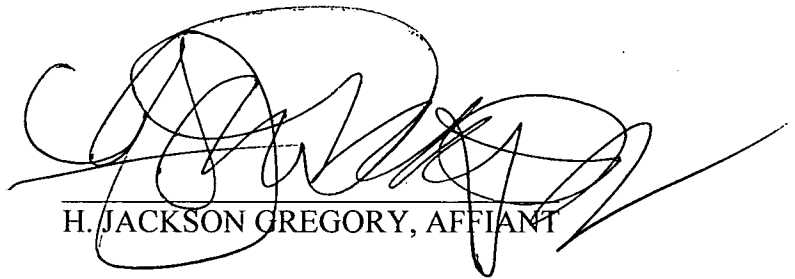
The May 15, 2013 order states "I find that Defendant has failed to prove the alleged credits for payments he made without contribution from Plaintiff (other than the conceded \$7,597.03). ...Plaintiff conceded at the hearing that Defendant contributed the \$7,597.03. However, I find that Defendant has failed to prove that he is entitled to credits for his other alleged contributions as set forth in his Motion. Accordingly, I find that the judgment amount as set forth in the March 5, 2013 Order must be amended to account for the \$7,597.03 in credits, as conceded by Plaintiff. Therefore, the correct amount of judgment is \$37,490.44."

With this ruling successor Master in Equity Cynthia Graham Howe has created a conceded conflict dilemma for this case. Here in May 15, 2013 a conceded sum in a court hearing was announced by Respondent and his counsel to the court in the amount of \$7,597.03 and the court reduced the judgment amount by that sum. However, in 2006 the same two people at prior hearing in the same court announced to the court a conceded sum of \$7,940.00 to AFFIANT which was the amount that AFFIANT paid to have the gas tanks removed from the Lancaster tract that was not contributed towards by Respondent and that conceded sum was ordered by the Master in Equity J. Stanton Cross, Jr. Order dated April 25, 2006 and again in his Nunc Pro Tunc Order of August 10, 2006 for April 25, 2006. That sum was omitted by the Horry County Clerk of Court in her June 10, 2008 Transcript of Judgment and denied in her attempt to amend the omission in her Amended Transcript of Judgment dated 11-02-2012 by successor Master in Equity Cynthia Graham Howe. Ironically, Judge Howe refuses to honor a conceded sum by the same parties in an order from a 2006 earlier ruling in the Horry County Master in Equity Court in the amount of \$7,940.00; however, she does honor a conceded sum of \$7,597.03 at her live hearing in 2013 by those same two parties, the Respondent and his counsel. AFFIANT is wondering where the equity is in this court of equity in 2013.

After the October 17, 2013 Order AFFIANT appealed filing a Notice of Appeal

with the South Carolina Court of Appeals that was received November 7, 2013 by the Court and well within the thirty day filing requirement period.

AFFIANT SAYETH NAUGHT.

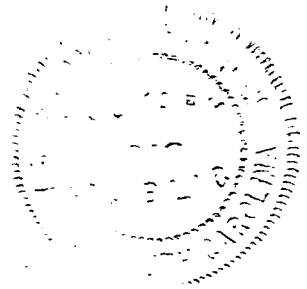

H. JACKSON GREGORY, AFFIANT

SWORN TO BEFORE ME
this 21st day of November, 2013



Notary Public for South Carolina L.S.

My Commission Expires: 3/17/2018



1 SHALL BE GIVEN CREDIT FOR REAL ESTATE TAXES HE
2 PAID ON THE MYRTLE BEACH PROPERTY IN THE AMOUNT
3 OF FOUR THOUSAND SEVENTY-SEVEN DOLLARS AND
4 NINETY-NINE CENTS." WHEN YOU ADD THOSE NUMBERS
5 TOGETHER, IT COMES OUT TO OVER TWENTY-FIVE
6 THOUSAND DOLLARS THAT IS TO BE SUBTRACTED FROM
7 THE ACCOUNTING AND RENT NUMBERS THAT NED
8 GREGORY GOT, WHICH WAS AROUND FORTY-TWO
9 THOUSAND.

10 THE COURT: ANYTHING ELSE? YOU'VE
11 ALREADY BEEN OVER ALL THIS, MR. GREGORY. IS
12 THIS NEW?

13 MR. H. J. GREGORY: IS THE COURT TAKING
14 JUDICIAL NOTICE OF THE FACT THAT THE CLERK OF
15 COURT'S OFFICE CREATED AN ERROR ON THE JUNE
16 8TH, 2008, TRANSCRIPT OF JUDGMENT?

17 THE COURT: YES, SIR. THAT DOESN'T
18 MATTER. ANYTHING ELSE, SIR?

19 MR. H. J. GREGORY: NO.

20 THE COURT: I THINK, THE WAY YOU AND
21 YOUR ATTORNEY AND THE WAY THE OTHER SIDE
22 PREPARED THIS CASE, I MEAN, I'VE NEVER HEARD OF
23 ANYBODY NOT HAVING -- YOU HAD ALREADY PAID
24 THOSE TAXES, HADN'T YOU?

25 MR. H. J. GREGORY: WELL, I'VE GOT AN AFFIDAVIT

Prestige Court Reporting, Inc.

413 Paul Street
Conway, South Carolina 29527
(843) 248-5252

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2002-CP-26-1706

NED GREGORY, JR.,
Plaintiff,

-vs-

HOWELL JACKSON GREGORY,
Defendant.

NOTICE OF MOTION & MOTION
FOR MASTER IN EQUITY TO AWARD
CREDITS FROM NUNC PRO TUNC ORDER
OF 8-10-2006 FOR APRIL 25, 2006

HORRY COUNTY
CLERK OF COURT
RECEIVED
SEP 25 2012
11:53 AM
MAR 8

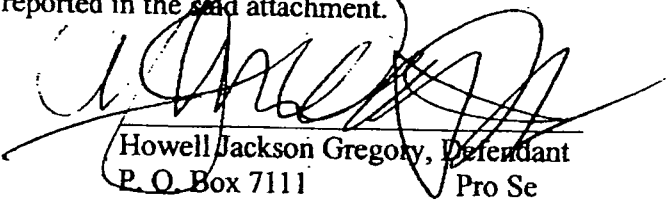
TO: NED GREGORY, II, ATTORNEY OF RECORD FOR NED GREGORY, AND
CLIFFORD L. WELSH, ATTORNEY OF RECORD FOR NED GREGORY

YOU WILL PLEASE TAKE NOTICE THAT THE UNDERSIGNED WILL
MORE THAN TEN (10) DAYS FROM THE SERVICE OF THIS MOTION UPON
YOU MOVE BEFORE THE MASTER IN EQUITY FOR HORRY COUNTY FOR THE
FOLLOWING RELIEF, TO WIT:

Obtain an Order correcting the error that has been created in the Horry County
Clerk of Court's Office with regard to a certain Transcript of Judgment dated June 10th,
2008, a copy of which is attached hereto the error being that no credits were applied to
the Damages and Costs section pursuant to the Nunc Pro Tunc Order of Master in Equity
J. Stanton Cross, Jr. on 8-10-2006 for April 25, 2006.

That the Forty Five Thousand Eighty Seven and 47/100 (\$45,087.47) Dollars
should have read Seventeen Thousand Three Hundred Forty One (\$17,341.00) Dollars.

That the initial Order dated April 25, 2006 awarded only Forty Two Thousand
Eight Hundred Fifty Nine and 47/100 to Plaintiff; however, it allowed Defendant to
present proof of payment for credits to be offset against that amount later and thus the
Nunc Pro Tunc Order of 8-10-2006 for April 25, 2006 did so award those credits that
total the sum of Twenty Five Thousand Five Hundred Eighteen (\$25,518.00) Dollars and
therefore the true balance should have read Seventeen Thousand Three Hundred Forty
One (\$17,341.00) Dollars as of April 25, 2006 that Defendant owes Plaintiff in the
captioned partition action not what is reported in the said attachment.



Howell Jackson Gregory, Defendant
P. O. Box 7111 Pro Se
Myrtle Beach, SC 29572-0006
(843) 222-4800

September 24, 2012
Myrtle Beach, SC

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
FOR THE
FIFTEENTH JUDICIAL CIRCUIT

Civil Action # 2002-CP-26-17

Ned Gregory, Jr.,
Plaintiff,

-vs-

Howell Jackson Gregory,
Defendant.

NOTICE OF MOTION &
MOTION TO AMEND JUDGMENT
BY FURTHER REDUCTION
WITH CONFIRMATION OF MONIES
PAID TO MASTER IN EQUITY IN 2006

HORRY COUNTY
19 FEB 28 PM 9:14
CLERK OF COURT
MELANIE HUGGINS-WARD

TO: PALMER FREEMAN, ESQUIRE AND CLIFFORD L. WELSH, ESQUIRE, AS
ATTORNEYS FOR PLAINTIFF, NED GREGORY, JR.

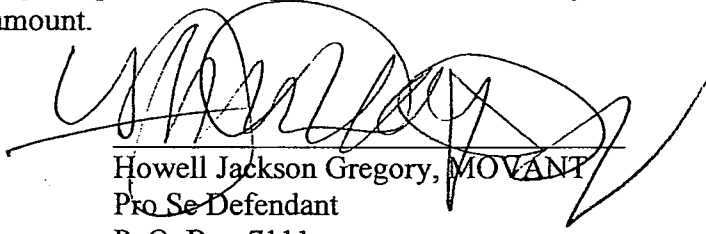
YOU WILL PLEASE TAKE NOTICE THAT THE UNDERSIGNED WILL MOVE
BEFORE THE HORRY COUNTY MASTER IN EQUITY MORE THAN TEN (10)
DAYS FROM THE SERVICE OF THIS MOTION UPON YOU AT THE CONWAY
JUDICIAL CENTER, CONWAY, SC ON APRIL ,2013 AT 10:00 P.M. FOR THE
FOLLOWING RELIEF, TO WIT:

Obtain an Order from the Master-in-Equity to allow the Clerk of Court to further
reduce the Judgment amount in the captioned case from its current status pursuant to an
Amended Transcript of Judgment certified by Melanie Huggins-Ward dated November 2,
2012 in the amount of Twenty Four Thousand Six Hundred Sixty Six and 51/100
(\$24,666.51) Dollars. A copy of the said Amended Transcript of Judgment is attached
hereto as Exhibit "A". That the new judgment amount was prepared based upon a
clerical error of oversight or omission in the Clerk of Court's Office by not taking both
orders initially to figure the June 10, 2008 transcript of judgment amount. That to correct
the clerical error both orders were subsequently used and figured by taking the original
amount of Forty Five Thousand Eighty Seven and 47/100 (\$45,087.47) Dollars as a total
of the three (3) amounts in the first April 25, 2006 Order of J. Stanton Cross, Jr. and
reducing it by the second Order called Nunc Pro Tunc for April 25, 2006 or the Set-Off
Order as described by the Horry County Clerk of Court of the three (3) amounts paid for
by Defendant and not contributed to by Plaintiff amounting to Twenty Five Thousand
Five Hundred Seventeen and 99/100 (\$25,518.99) Dollars, thus leaving a total of
Nineteen Thousand Five Hundred Sixty Nine and 48/100 (\$19,569.48) Dollars, plus the
Five Thousand Ninety Seven and 03/100 (\$5,097.03) Dollars interest balance due the
Court as set forth on the final line of the said Nunc Pro Tunc Order therefore making the
reduced judgment amount in Exhibit "A".

That the further reduction requested herein cannot be determined by the Clerk of Court
as the interest balance amount was paid to the Horry County Master in Equity in the
amount of Five Thousand Ninety Seven and 03/100 (\$5,097.03) Dollars along with credit
for the 2005 Lancaster rent in the amount of Two Thousand Five Hundred (\$2,500.00)

Dollars also payable to Honorable J. Stanton Cross, the then Master in Equity, both checks dated August 9, 2006. That the Clerk of Court advises that she need verification from the Horry County Master in Equity's Office that those payments were in fact taken in by said office and upon an order so verifying such then a further reduction of the judgment amount in this case can then be made to reflect the true and correct balance that is outstanding in this matter. That both checks mentioned herein are attached hereto and referred to herein as Exhibit "B".

That an order confirming the payment as represented by the two (2) checks attached as Exhibit "B" to the Master in Equity Office on August 9, 2006 will assist the Clerk of Court in getting the correct accounting completed in this partition case and finally be able to further reflect the true judgment amount.



Howell Jackson Gregory, MOVANT
Pro Se Defendant
P. O. Box 7111
Myrtle Beach, SC 29572-0006
(843) 222-4800

February 28, 2013
Myrtle Beach, SC

EXHIBITS:

- A. Amended Transcript of Judgment dated 11/02/2012 by Horry County Clerk of Court Melanie Huggins-Ward in amount of \$24,666.51.
- B. Two (2) checks to Master in Equity – Horry County dated August 9, 2006, to wit:
 - 1. #2263 from The Gregory Company in amount of \$5,097.03 and
 - 2. #0673 from Clifford L. Welsh, Attorney Trust Account in amount of \$2,500.00.

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

Ned Gregory Jr

Plaintiff

AMENDED

TRANSCRIPT OF JUDGMENT

VS.

Howell Jackson Gregory

Defendant

Melanie Huggins-Ward, being duly sworn, says that she is the Clerk of Court for the Court above named and that the Plaintiff(s) above named obtained Judgment against the Defendant in the above action, said Judgment having been duly and properly enrolled in the Office of the Clerk of Court for Horry County, South Carolina on and appearing as Judgment Roll Number 2002CP2601706

Names of Parties Against Whom Judgment Has Been Obtained

Attorneys

Howell Jackson Gregory

Names of Parties in Whose Favor Judgment Has Been Obtained

Attorneys

Ned Gregory Jr

Damages and Costs

Amount of Judgment : \$ 24,666.51

Costs: \$

Attorney's Fees : \$

Prejudgment Interest : \$

*Set-Off Order filed on 8/24/06 was applied on 11/02/2012

Total Judgment : \$ 24,666.51

Plus Interest, Costs and Disbursements

I certify that the foregoing is a correct transcript from the Docket of Judgment kept in my office.

"A"

Melanie Huggins-Ward

MELANIE HUGGINS-WARD

THE GREGORY COMPANY 67-7205/2532 2263
 302 70TH AVE N 0158003211
 MYRTLE BEACH, SC 29572 DATE 8-9-06

PAY TO THE ORDER OF Honour County Master in Equity \$ 5,097.03
Five thousand ninety seven & 03/100 DOLLARS

Coastal Federal Bank
 MYRTLE BEACH, SC 29577

MEMO for Rent 8/1/06

⑆ 253 27 23 55 ⑆ 0158003211 ⑆ 2263

DEFENDANT'S
 EXHIBIT NO. 11
 FOR IDENTIFICATION
 DATE 8/11/06

B

CLIFFORD L. WELSH ATTORNEY TRUST ACCOUNT 0673
 457 MAIN STREET 843-249-1441
 NORTH MYRTLE BEACH, SC 29582 67-66/532

PAY TO THE ORDER OF Honorable J. Stanton Cross DATE August 9, 2006 \$ 2500.00
Two thousand five hundred & 00/100 DOLLARS

NBSC
 THE NATIONAL BANK OF SOUTH CAROLINA
 NORTH MYRTLE BEACH, SOUTH CAROLINA 29582

FOR Gregory Lancaster Rent Clifford L. Welsh

⑆ 00000673 ⑆ ⑆ 053 200666 ⑆ ⑆ 2656703470 ⑆

12

1 YOU'VE ALREADY MADE THIS MOTION TWICE BEFORE.
2 MR. H. J. GREGORY: YOUR HONOR, THE LAW IN
3 THIS, IN THIS STATE, AND I'M, AND I'M READING
4 FROM THE CASE OF CHARLESTON COUNTY DEPARTMENT
5 OF SOCIAL SERVICES VERSUS FATHER, STEPMOTHER,
6 AND MOTHER, AND IT'S CITED, IT'S 454 SOUTH
7 EASTERN 2ND 307. IT'S A 1955 SOUTH CAROLINA
8 CASE. AND IN THAT CASE, FAMILY COURT JUDGE
9 MENDEL RIVERS RULED. HE RESIGNED SHORTLY
10 THEREAFTER. A NEW JUDGE CAME ON THE BENCH,
11 JUDGE MALLARD, WHO ATTEMPTED TO CHANGE JUDGE
12 RIVERS'S ORDER, AND THE SUPREME COURT HAS SET
13 FORTH THE PARAMETERS ON WHICH RULE 63 APPLIES,
14 AND IT STATES THAT THE THRESHOLD ISSUE IN THIS
15 CASE IS WHAT DISCRETION A SUCCESSOR JUDGE HAS
16 UNDER RULE 63. THERE'S A LONGSTANDING RULE IN
17 THIS STATE THAT ONE JUDGE OF THE SAME COURT
18 CANNOT OVERRULE ANOTHER.

19 THE COURT: I'M NOT TRYING TO OVERRULE
20 JUDGE CROSS.

21 MR. H. J. GREGORY: YOU, YOU OVERRULED WHAT
22 JUDGE CROSS ORDERED.

23 THE COURT: NO, SIR, I HAVE NOT. I'VE
24 TAKEN JUDGE CROSS'S ORDER. I'VE TAKEN JUDGE
25 CROSS'S ORDER, AND I'VE ABIDED BY HIS ORDER, --

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FOR THE FIFTEENTH JUDICIAL CIRCUIT

COUNTY OF HORRY

CIVIL ACTION #2002-CP-26-1706

NED GREGORY, JR.,

Plaintiff,

NOTICE OF MOTION AND MOTION
TO ALTER OR AMEND UNDER
RULE 59 (e) SCRPC

-vs-

HOWELL JACKSON GREGORY,
Defendant.

FILED
HORRY COUNTY
2013 APR -1 PM 4:12
CLERK OF COURT
ELANIE HARRIS-GINS-WARD

TO: PALMER FREEMAN, ESQ. AND CLIFFORD L. WELSH, ESQ., ATTORNEYS
FOR PLAINTIFF, NED GREGORY, JR.:

YOU WILL PLEASE TAKE NOTICE THAT THE UNDERSIGNED WILL
MOVE BEFORE CYNTHIA GRAHAM HOWE, MASTER-IN-EQUITY FOR HORRY
COUNTY SOUTH CAROLINA MORE THAN TEN (10) DAYS FROM THE
SERVICE OF THIS MOTION AND NOTICE FOR AN ORDER ALTERING OR
AMENDING HER ORDER DATED MARCH 4, 2013, FILED MARCH 5, 2013 AND
SERVED BY MAIL POSTMARKED MARCH 21, 2013 UPON THE FOLLOWING:

That said Order contains untrue "Findings" and/or misconstrued facts.

1. Page one of said Order attempts to paint a picture that Jack Gregory met ex parte with then Master-in-Equity J. Stanton Cross, Jr. when no such event occurred for the purpose of giving him documents to be used to reduce the judgment set forth in the April 25, 2006 Orders. The attorneys hired by the parties handled all of this.
2. The true facts are that Jack Gregory was given the opportunity under the first April 25, 2006 Order to offset "any funds he can prove" he incurred for the benefit of the two properties in the captioned partition action that were not contributed to by Plaintiff, Ned Gregory, Jr. The said Order even stated that it was conceded that the gas tank removal expense of \$7,940.00 would be a setoff. This meant that the trial of the partition case revealed this information and the Court was already aware of the payment by Jack Gregory without any contribution by Ned Gregory, Jr. so it was conceded; however, it has never been accounted for as a setoff with the Transcript of Judgment until November 2, 2012 when the Horry County Clerk of Court corrected the omission and issued an Amended Transcript of Judgment which is not yet a final as the Master-in-Equity Office needs to verify the deposit of two checks totaling \$7,597.03 that were paid to it on August 9, 2006. A hearing has been requested but not yet scheduled for this information.
3. The March 4, 2013 Order does not give Defendant credit for any setoffs. That Defendant did through his attorney, James T. Irvin, Jr. meet with Clifford L. Welsh, attorney for Plaintiff, Ned Gregory, Jr. and then Master-in-Equity J. Stanton Cross, Jr. on two occasions to address the issue of setoffs for the Defendant against Plaintiff's judgment. The first meeting was in late May, 2006

- as evidenced by a letter dated May 22, 2006 to Master-in-Equity Cross by Clifford L. Welsh, copy to Irvin confirming such a meeting the past Friday and setting forth the final amount needed to make the case end which was \$7,597.03 which total included another month's interest and also the costs of sale of the Lancaster property. This exact amount was paid to the Master-in-Equity Court on August 9, 2006 at the second meeting between the attorneys and the Court with the two checks being paid to the Court, one from Clifford L. Welsh Attorney Trust Account representing the \$2,500.00 rent collected from a Lancaster building to be paid to the purchaser of the Lancaster real estate and the other through Attorney Irvin from Jack Gregory in the amount of \$5,097.03, the difference. Both checks total \$7,597.03 and no ex parte meeting existed to obtain these.
4. The Horry County tax payments by Jack Gregory for tax years 2002, 2003 and 2004 were stated in the first April 25, 2006 Order to be a credit for Defendant with payments verified. The May, 2006 first conference of attorneys meeting with Master-in-Equity Cross produced the three checks via Attorney Irvin that are attached to the Irvin Affidavit dated April 1, 2013 as attached to this motion totaling \$4,077.99 and that total is acknowledged on the Clifford L. Welsh "Myrtle Beach Money Per Order" prepared documents that was used at the two hearings to set out the details of the setoffs to be allowed Defendant. This document references the \$4,077.99 amount and along with the conceded gas tank removal amount reduces the judgment per Welsh. The three checks presented show the dates the three checks cleared the bank and were all made payable to the Horry County Treasurer; however, no setoff was given for these payments on the Transcript of Judgment and no ex parte meeting occurred. According to the Welsh prepared document it stated "Amount Owed Ned \$30,811.48".
 5. The March 4, 2013 Order further infers that the Nunc Pro Tunc Order of August 10, 2006 for April 25, 2006 was faulty due to the fact that these exhibits were not attached to the said Order; however, there was no requirement to so attach the cancelled checks as the attorneys of record in meetings with the Master-in-Equity Cross knew of the payments, that the checks showed them clearing the banks and that they were not contributed to by Plaintiff and it was not necessary to set forth them as exhibits in the said Order. The gas tank removal was conceded at trial and Welsh verified the amounts in his two documents for the conferences with the Court and attorneys. No ex parte occurred and no contribution by Plaintiff.
 6. Another setoff that was overlooked in the Transcript of Judgment was the payment by Jack Gregory for the new roof job by Tod Snipes on a Lancaster building that had been condemned by the City of Lancaster in 2003. The cancelled check for \$15,500.00 was presented by Attorney Irvin at the two Cross conferences in the presence of the two attorneys. Master-in-Equity Cross disallowed \$2,000.00 of the payment as it was for attorney's fees, but did allow the \$13,500.00 paid for labor and materials to Dan D'Agestino, Esquire the attorney for Tod Snipes. This payment was made on September 12, 2005 and cleared the bank on 9-15-2005. There was no contribution here by Plaintiff and no ex parte meeting or communication occurred either.
 7. That on November 2, 2012 the Horry County Clerk of Court realizing the oversight in her office not giving the proper math to the two orders of record did

amend the Transcript of Judgment which now stands at \$24,666.51, a copy of which is attached to the Irvin Affidavit and awaiting the further reduction when the Master-in-Equity reports the verified deposit of the \$7,597.03 to her.

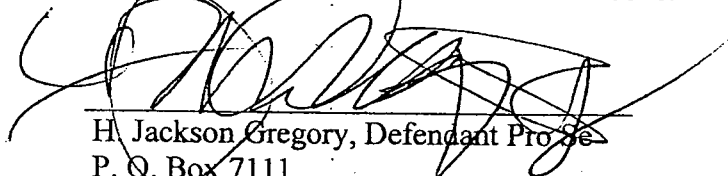
8. The March 4, 2013 Order takes the Order of Master-in-Equity J. Stanton Cross, Jr. and allows judgment to be computed based on page one and the top of page two and the bottom of page two; however the middle paragraph of page two dealing with the setoffs or credits for Defendant, Jack Gregory are completely disregarded as if that paragraph didn't even exist. That paragraph states that Defendant gets credit or setoff "of any funds that he can prove" for any amount paid by him and not contributed to by Plaintiff and through the attorney conferences with Master-in-Equity Cross have proved the following payments:

- a) Conceded the payment of \$7,940.00 for removal of gas tanks at Lancaster;
- b) Credit of 2002, 2003 and 2004 Horry County real estate taxes proved with cancelled checks clearing bank totaling \$4,077.99; and
- c) \$13,500.00 paid for new roof on Lancaster building from a \$15,500.00 check dated 9-12-2005 and cleared 9-15-2005 the bank; and
- d) NONE of the above payments by Jack Gregory totaling the sum of \$25,517.99 were ever setoff or credit given when there was no contribution by Plaintiff, Ned Gregory, Jr. as per the distinct terms of the April 25, 2006 Order of Master-in-Equity J. Stanton Cross, Jr., page two and a further Order by the Court continues to deny the equitable allowance by a prior order of the same Court; however, the Horry County Clerk of Court has seen the omission in her office and has to date partially corrected the wrong Transcript of Judgment dated June 10 2008 by the Amended Transcript of Judgment dated November 2, 2012.

9. Obviously, Rule 60(a) SCRCP has been utilized here by the Horry County Clerk of Court in correcting the record as it so provides and the Master-in-Equity needs to recognize this correction of the oversight in that office which has amended the transcript of judgment when such an omission existed due to the oversight by her staff. To further deny Defendant his true offsets or credits by failing to recognize the amended transcript of judgment that corrects the omission would be to deal an inequity in the matter as there was no ex parte activity here and no Plaintiff contribution and the amended transcript of judgment is the proper conclusion thus far. After verifying the deposit of the \$7,597.03 paid to the Master-in-Equity on August 9, 2006 to the Clerk of Court as requested by motion presently before the Court will conclude the accounting needed for a valid and true transcript of judgment that finally speaks the truth in the final amount of \$17,069.48.

10. Therefore, alter or amend the March 4, 2013 Order of the Court to reflect the above.

SO MOVE.



H. Jackson Gregory, Defendant Pro Se
P. O. Box 7111
Myrtle Beach, SC 29572-0006
(843) 222-4800

Myrtle Beach, SC
April 1, 2013

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

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

NED GREGORY, JR.,
Plaintiff.

-vs-

HOWELL JACKSON GREGORY,
Defendant.

NOTICE OF MOTION AND MOTION
TO ALTER OR AMEND UNDER
RULE 59 (e) SCRPC

13 JUL - 1 PM 3:53
Horry County
CLERK OF COURT
SHELBY COUNTY

TO: PALMER FREEMAN, ESQUIRE AND CLIFFORD L. WELSH, ESQUIRE,
ATTORNEYS FOR PLAINTIFF, NED GREGORY, JR.:

YOU WILL PLEASE TAKE NOTICE THAT THE UNDERSIGNED WILL MOVE BEFORE THE HORRY COUNTY MASTER IN EQUITY, CYNTHIA GRAHAM HOWE MORE THAN TEN (10) DAYS FROM THE SERVICE OF THIS NOTICE AND MOTION FOR AN ORDER ALTERING OR AMENDING HER ORDER DATED MAY 15, 2013 and FILED MAY 16, 2013 and SERVED BY MAIL and RECEIVED BY JAMES T. IRVIN, JR., ESQUIRE ON FRIDAY, JUNE 21, 2013 UPON THE FOLLOWING:

That said Order states that Defendant has failed to prove that he is entitled to credits for his other alleged contributions, other than the two checks totaling \$7,597.03 which were conceded at the April 25, 2013 hearing by both counsel for Plaintiff, because he failed to prove that he contributed without any contribution by Plaintiff. That said order did reduce the judgment amount by the conceded amount of \$7,597.03 which is appreciated. However, Defendant did present at the hearing attached to the Notice of Motion and Motion dated April 1, 2013 the following documents, to wit:

1. Affidavit of H. Jackson Gregory dated April 1, 2013 with two exhibits attached;
2. Affidavit of James T. Irvin, Jr. dated April 1, 2013 with ten exhibits attached, some exhibits containing several pages; and
3. At the hearing on April 25, 2013 Defendant handed up to the Court his Brief of Defendant which was clocked in that day and offered as an exhibit to the Court with the Original being held by the Clerk of Court's Office to place into the file. Reference to the Court file is craved for a detailed explanation of the proof.

That the Defendant's proof was submitted in the documents attached to the affidavits and discussed in the Brief as set forth above and the record shows that much more than "Defendant presented mere photocopies of two checks allegedly signed by Defendant, totaling \$7,597.03" were submitted, but obviously overlooked by the Court. Actually, Defendant only signed one of the two checks mentioned as

Clifford L. Welsh signed the other one and the order is wrong to say that Defendant signed both checks. If the Court had perused the above stated documents then proof was met by Defendant as the Court relates in the May 15, 2013 Order it wasn't. This was the same proof presented to Judge Cross at trial and in 2006 that allowed the granting of the setoffs then which were overlooked by the Clerk of Court on June 10, 2008 when her office issued the Transcript of Judgment which was in error.

Reference to the first Order of Master in Equity J. Stanton Cross, Jr. dated April 25, 2006 (Exhibit B in the Irvin Affidavit) is made which contains the quoted language by the Court in it's May 15, 2013 Order "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 Plaintiff. (Emphasis Added)" That whole paragraph in Judge Cross' Order has been constantly overlooked by the Court in determining the judgment amount in this case. The Court during the trial before Master in Equity Cross determined that Defendant did pay for the removal of the gas tanks from the Lancaster property without contribution from Plaintiff and in that paragraph states "It is conceded that Defendant spent \$7,940.00 to remove the gas tanks from the Lancaster property". It does not make common sense that conceding the two checks in the May 15, 2013 for \$7,597.03 and reducing the judgment by that amount is allowed, but the conceded amount of \$7,940.00 in the Cross Order of April 25, 2006 is not. As this is a court of equity the Court is not applying equal equitable standards to the matter and a further reduction based upon all conceded amounts is needed. This setoff was determined by the trial judge in the matter from the evidence presented during the several days of testimony before him prior to his April 25, 2006 order and reflects the conceded amount by plaintiff and plaintiff's counsel at trial.

Also, that same order provided that Defendant could setoff the Horry County taxes he paid in years 2002, 2003 and 2004 and Defendant did have presented to Judge Cross three (3) cancelled checks with the bank's confirmation of the clearing of those checks at the bottom of each check by his counsel, James T. Irvin, Jr. and those three checks were attached to the Irvin Affidavit as Exhibit "I" that were confirmed as amounting to \$4,077.99 in the Clifford L. Welsh typed statement entitled "Myrtle Beach Money Per Order" and attached to the Irvin Affidavit as Exhibit "H-1". Reference to those exhibits would reflect if not a concession the next best thing that Defendant was entitled to a setoff for not only the gas tanks removal, but also the three years taxes he paid as there was no contribution by Plaintiff.

Further to offer additional proof verifying payment of the above the three years taxes by H. Jackson Gregory for years 2002, 2003 and 2004 on the Horry County real estate please read the attached affidavit of Roddy Dickinson, Horry County Treasurer dated June 28, 2013 which includes those three cancelled checks paying the three years taxes by H. Jackson Gregory with no contribution by Plaintiff and the three Horry County receipts for the three years confirming the amounts paid by H. Jackson Gregory was the same amount billed. This setoff amount totals \$4,077.99.

PROOF OF SERVICE

The undersigned does hereby certify that on the 21st day of November, 2013 he did place into the United States Mail with sufficient postage affixed thereon the following documents and addressed to the following persons:

DOCUMENTS:

Appellant's Return to Respondent's Motion to Dismiss Appeal in the South Carolina Court of Appeals as Appellate Case No. 2013-002370 along with a supporting affidavit and documents. Re: Ned Gregory, Jr. vs Howell Jackson Gregory

The within Proof of Service.

ADDRESSED TO PERSONS:

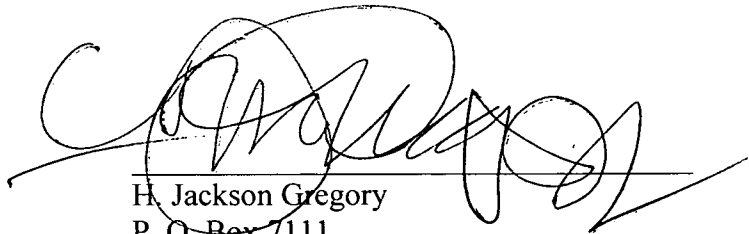
Number and Type:

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P. O. Box 11629
Columbia, SC 29211

Original and six copies

Palmer Freeman, Esquire
P. O. Box 8024
Columbia, SC 29202

One copy



H. Jackson Gregory
P. O. Box 7111
Myrtle Beach, SC 29572-0006
(843) 222-4800
Pro Se Appellant

November 21, 2013
Myrtle Beach, SC

RECEIVED

NOV 25 2013

SC Court of Appeals

H. JACKSON GREGORY
P. O. BOX 7111
MYRTLE BEACH, SC 229572-0006
(843) 222-4800

November 21, 2013

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street – Zip Code 29201
Post Office Box 11629
Columbia, SC 29211

Re: Ned Gregory, Jr. vs Howell Jackson Gregory
Horry Case No. 2002-CP-26-1706
Appellate Case No. 2013-002370

Dear Ms. Kitchings:

Enclosed please find the original and six (6) copies of Appellant's Return to the Respondent's Motion to Dismiss Appeal pursuant to Rule 240, SCRAP along with the proof of service of a copy to opposing counsel, Palmer Freeman, Esquire of the Columbia Bar at his P. O. Box 8024, Columbia, SC 29202.

I am also enclosing an extra copy of this letter and a stamped envelop and I would appreciate you clocking in the letter and return to me.

Thanking you in advance, I remain,

Yours truly,

H. Jackson Gregory

Enclosures
cc: Palmer Freeman, Esquire

RECEIVED

NOV 25 2013

SC Court of Appeals