

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE EDGEFIELD COUNTY
Circuit Court

Martha M. Rivers, Circuit Court Judge

Appellate Case No. 2025-002347

RECEIVED

Jul 10 2026

SC Court of Appeals

Bettis C. Rainsford, Sr. and Greg W. Anderson,Appellants,

v.

Edgefield Civic League, Beth Thornton,
George Thornton, J. Douglas Timmerman, Jr.,
Rebecca Turner, Beth Cali, and Patsy Smith, Respondents.

RECORD ON APPEAL

John B. Kelchner, S.C. Bar No. 13589
TURNER PADGET GRAHAM
& LANEY, P.A.
P.O. Box 1473 (29202)
1901 Main Street, Suite 900
Columbia, South Carolina 29201
Telephone: (803) 227-4234
Email: jkelchner@turnerpadget.com
Attorney for All Respondents

Karl Stephen Brehmer, S.C. Bar No. 12849
Brehmer Law Firm, LLC
PO Box 7966
Columbia, SC 29202
Office: (803) 771-6600
ksb@brehmerlawfirm.com
*Attorney for Respondents Beth Thornton
and George Thornton*

Bettis C. Rainsford, Sr., *Pro Se*
P.O. Box 388
Edgefield, SC 29824
Telephone: (803) 384-0013

Greg W. Anderson, Esq., *Pro Se*
S.C. Bar # 376
328 Wigfall Street
Edgefield, SC 29824
Telephone: 803-480-6317

Pro Se Appellants

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
EDGEFIELD COUNTY	)	ELEVENTH JUDICIAL CIRCUIT
	)	
Bettis C. Rainsford, Sr., and	)	
Greg W. Anderson,	)	2024-CP-19-00411
Plaintiffs,	)	
	)	
v.	)	Order of Dismissal
	)	
Edgefield Civic League, Beth	)	
Thornton, George Thornton, Jr.,	)	
Douglas Timmerman, Jr.,	)	
Rebecca Turner, Beth Cali, and	)	
Patsy Smith,	)	
Defendants.	)	

The parties appeared before the court on July 7, 2025, for defendant's motion to dismiss for several reasons. Plaintiff Greg W. Anderson, a licensed attorney in South Carolina, appeared *pro se*. Plaintiff Bettis C. Rainsford, Sr., was not present and did not present any independent filing or evidence to the court. Plaintiff's provided an extensive history of both the history of the entities and personalities involved in this litigation, the significance of the artifacts and items held in Edgefield, and an anecdotal account of the impact this history has upon modern day Edgefield. The court will not recite this information in this order but acknowledges the extensive and unique history of Edgefield within the state of South Carolina and this nation.

For purposes of this order, the relevant facts are as follows:

- (1) the individual defendants are board members or former board members of a community organization which is Edgefield Civic League ("League"). Edgefield Civic League is a private organization that receives grants and other monies and assistance from political subdivisions such as the City of Edgefield. League is not a political subdivision or governmental entity or department.
- (2) Plaintiffs are concerned citizens in Edgefield and former board members of League and/or its sister entities;
- (3) Defendants reached a confidential agreement with Old Edgefield District Genealogical Society ("Society") regarding the artifacts and other possessions held in the Tompkins Library. This agreement resulted in the

remaining artifacts and materials moved out of the town of Edgefield to another location nearby (See Plaintiff's Response Brief In Opposition); and

- (4) At the time of the events leading to the confidential settlement agreement and at the time of signing, the plaintiffs were not board members for either the League or the Society.

Defendants moved for dismissal for lack of standing by the plaintiffs and lack of jurisdiction. Plaintiffs argue a type of taxpayer standing based upon the public importance of the artifacts and other materials formerly housed in the City of Edgefield. In his argument, plaintiff asserted the location of the library items substantially increased tourism and was a benefit to all citizens in the city. Unfortunately, plaintiff's accounts were anecdotal only. Plaintiff also emphasized League's receipt of grants from the city and/or county to argue the League was quasi-governmental or a political subdivision entity.

There is no evidence that League is a political subdivision or governmental department or entity. The court finds that because these are private organizations, it is inappropriate to apply the law of taxpayer standing. Plaintiffs clearly have a passion for the history of Edgefield and disagree with decisions made by League and the individual defendants that impact the atmosphere in Edgefield. However, the court finds no basis upon which plaintiffs have a legal interest or other interest to confer proper standing upon plaintiffs regarding private organizations and agreements. Plaintiff Rainsford was not present and presented no opposition to this motion at all.

For these reasons, this court grants defendants' motion, and this case is dismissed.

July 29, 2025

Martha M. Rivers
Presiding Judge for the
Eleventh Judicial Circuit

[Electronic Signature to Follow]



Edgefield Common Pleas

Case Caption: Bettis C Rainsford Sr , plaintiff, et al VS Edgefield Civic League ,
defendant, et al
Case Number: 2024CP1900411
Type: Order/Dismissal

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Edgefield
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024CP1900411

Bettis C Rainsford, Sr et al
PLAINTIFF(S)

Edgefield Civic League et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Edgefield County Clerk of Court notified the court that plaintiffs filed a motion to reconsider her prior order. Having reviewed this motion, the court finds that an additional hearing on these issues would be not helpful and denies the motion filed 8/8/2025.

IT IS SO ORDERED.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/04/2025 .

Greg W Anderson Pro Se
Bettis C Rainsford, Sr for Bettis C Rainsford, Sr
Edgefield Civic League for Edgefield Civic League
Edgefield Civic League for Edgefield Civic League
Bettis C Rainsford, Sr for Bettis C Rainsford, Sr

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Edgefield Common Pleas

Case Caption: Bettis C Rainsford Sr , plaintiff, et al VS Edgefield Civic League ,
defendant, et al
Case Number: 2024CP1900411
Type: Order/Electronic Form 4

IT IS SO ORDERED.

/s/ Hon. Martha M. Rivers (2788)

Electronically signed on 2025-11-04 11:20:55 page 3 of 3

\$100,000.00 restoring that building, opening up a door between the two buildings, and enabling the library to expand into the much-needed space of the Lynch Building. In 2000, in the aftermath of CTC vacating the Lynch Building, Rainsford oversaw the repainting and restoring of the interior of the Tompkins building at a personal cost to him of approximately \$7,000.00. In 2006 he secured for the ECHS the \$20,000.00 grant to fabricate and install the “Trailing Your Ancestors” exhibit on the west wall of the Lynch Building.

3. In 2008, Rainsford was responsible for causing the ECHS to donate the extensive and invaluable papers of Mamie Norris Tillman (1875-1962) and Hortense Woodson (1897-1991), former presidents of ECHS to the Tompkins Library, resulting in a major addition to, and improvement in, the archival collections of the Tompkins Library. In 2010, he secured the support of the ECHS for the basement expansion project of the Tompkins Library and personally oversaw the completion of this project at a cost to the ECHS of approximately \$15,000.00, most of which funds were supplied to ECHS by him.

4. Greg W. Anderson is a native and resident of Edgefield County. He practiced law in Edgefield County from 1980 until 2010. He served as Superintendent of Education for Edgefield County from 2010 to 2014. He currently serves a Probate Judge for Edgefield County. Since 2020 he has served on the board of directors of the ECHS. Over the years he has done considerable research in the Tompkins Library and has made major contributions to the collections in the Library, the most specific of which was rescuing a large set of aerial photographs of Edgefield County which were on the way to the landfill when he secured them. These documents had subsequently become part of the collections of the Tompkins Library.

The Defendants

5. The Edgefield Civic League (“the ECL”) was incorporated as a non-profit corporation in South Carolina in 1928 for the specific purpose of purchasing the former Peoples Bank Building with funds provided for Edgefield for a library under the terms of the Last Will and Testament of Daniel Augustus Tompkins (1851-1914). In 1987 the ECL acquired the Lynch buildings with the accumulated proceeds of the rent paid to it by the South Carolina Library System for the use of the Tompkins Library building from 1960 to 1983. It has continued to own the Tompkins and Lynch buildings from 1987 to the present.

6. Ms. Beth Thornton, Mr. George Thornton, Mr. J. Douglas Timmerman, Jr., Ms. Rebecca Turner, Ms. Beth Cali, and Ms. Patsy Smith are residents of Edgefield County, South Carolina and have served as members of the board of directors of the ECL during the period from 2021 to 2024. The Plaintiffs believe that the actions of these defendants constitute gross violations of their fiduciary duties to their donors and to the citizens of the Town of Edgefield. Mr. Roger Timpson and Dr. Sharon Wall also served as directors during this period but are not named as defendants in this action. Additionally, the Reverend Mike Evans and Ms. Jackie Simpkins, who joined the board in November of 2024, are also not named as defendants at this time.

Jurisdiction and Venue

7. Plaintiff ECHS is a South Carolina eleemosynary corporation with its principal place of business in Edgefield County, South Carolina.

8. Plaintiff Rainsford is a native and resident of Edgefield County, South Carolina.

9. Plaintiff Anderson is a native and resident of Edgefield County, South Carolina.

10. Upon information and belief, Defendant Edgefield Civic League, is an eleemosynary corporation chartered by the State of South Carolina, which has its principal place of business in Edgefield, South Carolina, and is subject to the jurisdiction of South Carolina by reason of being chartered by, located in, and operating in this state.

11. Upon information and belief, Defendants Beth Thornton, George Thornton, J. Douglas Timmerman, Jr., Rebecca Turner, Beth Cali and Patsy Smith are all residents of Edgefield County, South Carolina and are subject to the jurisdiction of South Carolina.

12. Upon information and belief, subject matter jurisdiction is proper in this Court.

13. Upon information and belief, venue is proper in the Edgefield County Court of Common Pleas pursuant to Section 15-7-30.

The Factual Background

14. The following allegations are made upon information and belief:

The ECL's Beginning

15. The history of the Edgefield Civic League can be traced to 1928 when the library of Edgefield native and New York lawyer, John Rutledge Abney (1853-1927), was given to the Town of Edgefield by Abney's widow. In order to satisfy Mrs. Abney that Edgefield was positioned with an adequate building to accept and house the Abney library, the decision was made to incorporate the "Edgefield Civic League" as a South Carolina non-profit corporation which would then acquire and improve the former Peoples Bank building on the Square in Edgefield. The funds to purchase and improve this building were to come from the 1914 bequest in the Last Will and Testament of Edgefield native and Southern industrialist, Daniel Augustus Tompkins (1851-1914), for a library in Edgefield. The charter incorporating the Edgefield Civic League was issued by the Secretary of State of South Carolina on April 16, 1928 (Exhibit A hereto), and then the proceeds of Mr. Tompkins' bequest were paid over to the Edgefield Civic League to acquire and improve the former Peoples Bank building on the north side of the Square. That building has thereafter been known as the "Tompkins Memorial Library." Thus, from its very incorporation, the primary purpose of the Edgefield Civic League was to house and maintain a library for the Town of Edgefield in accordance with the Last Will and Testament of Mr. Tompkins.

As a Part of the South Carolina Library System

16. In the 1950s, the State of South Carolina began expanding its library program to establish regional libraries. Under this program, Edgefield County was joined with Aiken, Barnwell and Bamberg Counties to form the “ABBE Regional Library” and, in 1960, the Tompkins Library building was leased to the ABBE Regional Library to become the Edgefield location for this regional library system (Exhibit B hereto). Mrs. Nancy Crockett Mims (1909-1990) became the librarian of the ABBE Library and for more than twenty years under her direction, the Tompkins Library continued its role as a library, providing a broad array of books from the State Library system to the public, as well as maintaining the Abney collection. Under this arrangement, the State Library system paid the Edgefield Civic League a substantial monthly rent. In 1983, however, a fire broke out in the interior of the Tompkins Library in which many books were burned or damaged. Fortunately, the building suffered only slight damage. At that time, it was decided that the Public Library needed a new and larger home. Thus, Edgefield County acquired the former Belk Department Store building next door to the Tompkins Library which had been recently closed and converted it into the Edgefield County Public Library.

The Transition to a Historical and Genealogical Library

17. Following the fire, Mrs. Mims and the Civic League board realized their responsibility to continue to keep the Tompkins building open as a library. They therefore needed to find a new and positive role for the library which did not duplicate the purpose and activities of the Public Library. Thus, Mrs. Mims focused on further developing the collection of genealogical and historical materials which had been part of the Abney collection. In 1985 Mrs. Mims founded the Old Edgefield District Genealogical Society (“the OEDGS”) as an affiliate of the South Carolina Genealogical Society. Several years later, in 1987, she was also responsible for arranging for the

ECL to acquire, with the funds accumulated over the years from the lease to the State Library system, the adjacent Lynch Building into which the library could expand in the future.

18. Sometimes around 1990, the then director of the Tompkins Library who had succeeded Mrs. Mims, Diane Timmerman, was successful in getting the Town of Edgefield and Edgefield County to provide ongoing operational funding for the library, with funds being channeled through the ECL for the director's salary and utilities. (The Town's funding has continued, but the County's funding was terminated more than a decade ago.)

The Relationship between the ECL and the OEDGS

19. Within a short time after the death of Mrs. Nancy Mims in 1990, friction began to develop between the ECL and the OEDGS. Indeed, by 1994, this friction had blown up to the point that both the Edgefield County and the Town of Edgefield Councils, which had only several years before committed to provide operational funding for the Tompkins Library, had been drawn into the controversy between the two organizations.

20. Finally, under threat from both the County and Town Councils to cease their funding of the Tompkins Library, an arbitration committee of the County, the Town, the ECL and the OEDGS reached an agreement, dated June 5, 1994, which was set forth in a letter addressed to the then Town Administrator, Bernard Welborn (Exhibit C hereto).

21. Rent for the OEDGS: That agreement clearly states in paragraph 2 "That the Genealogical Society in lieu of rent is responsible for custodial services and will continue to be housed at 104 Courthouse Square," thus, making clear that the Genealogical Society had no obligation to pay rent for the facility.

22. The 1994 agreement also provided in paragraph 4 "That the Genealogical Society and the Edgefield Civic League will mutually prepare an acquisition policy," thus implying that the

contents of the Tompkins Library were to be jointly owned by both organizations. This was further implied in paragraph 3 which states “That neither members of the OED Archives Genealogical Society nor members of the Edgefield Civic League will take holdings from the building” and in paragraph 5 which states “That all officers of the Old Edgefield District Archives Genealogical Society and officers of the Edgefield Civic League who desire to have keys to the facility will be issued keys . . .” The strong implication of all of these provisions is that the contents of the Tompkins Library were jointly owned by both organizations.

23. The agreement further provided in paragraph 5, “That the Edgefield Civic League is responsible for hiring and paying a Director to operate the Courtesy Center. Although the Director of the Courtesy Center may perform/assist with archival duties, the Director of the Courtesy Center is not the Archivist for the Genealogical Society. The Director will work in cooperation with the Genealogical Society, being free to assist in research, and conducting periodic inventories of all holdings and further that the Civic League does not control or direct the internal affairs of the Old Edgefield District Archives Genealogical Society.” This provision that the Director of the Courtesy Center, who was being paid by the Edgefield Civic League, was permitted to “perform/assist with archival duties,” clearly gives rise to the strong argument that ECL has a substantial ownership interest in the work product of the Director. Over the period of nearly thirty years since the 1994 agreement, this work product of the Director was substantially responsible for creating all of the family and place name files that the OEDGS were claiming that they owned.

The Progress of the Tompkins Library – 1994 through 2021

24. Despite the 1994 agreement, in the ensuing decades, the friction between the two organizations continued under the surface, but, under threat of losing public financial support, did not become widely known or disruptive. During the period from 1994 to 2021, in spite of the

friction between some members of the boards of both organizations, much progress was made in continuing to develop the Tompkins Library.

25. In 1998, the Lynch Building, which had been owned by the ECL since 1987, was completely unoccupied and badly deteriorated with the back roof caved in and the first floor below being rotted through to the ground. Through a unique temporary lease arrangement with Concurrent Technologies Corporation (“CTC”) initiated and arranged by Plaintiff Rainsford, this building was restored at a cost to CTC of more than \$100,000.00 and made very functional with a new kitchenette and restrooms. As a part of this restoration, an opening was cut between the two buildings so that the library would be able to expand into the Lynch Building when the CTC lease expired. By mid-2000, CTC had moved out, and the Tompkins Library was expanded into the Lynch building, newly restored for its benefit by CTC. The genealogical files were housed in the large rear room of the Lynch building and many of its genealogical books were moved into the main front room.

26. In 2006, a most informative exhibit, “Trailing Your Ancestors,” financed by a grant secured by the Edgefield County Historical Society (“ECHS”), was installed on the west wall of the front room of the Lynch Building. This exhibit provided an introduction to those who are new to genealogy, explaining the history of settlement of this area and the subsequent movement of Edgefieldians to the western territories and states. This exhibit also showed the sources which are available for individuals researching their family history as well as a timeline of Edgefield history.

27. In 2010, the ECL and the OEDGS began a major project to expand the basement from the Tompkins Building into the space below the Lynch Building. When the project exceeded their budget and work had been stopped, the ECHS came to the rescue by completing the project at a cost to the ECHS of more than \$15,000.00. Thus, with the help of many, the Tompkins Library

has developed into one of the largest and best genealogical libraries in South Carolina, if not in the nation.

28. The most important assets of the Tompkins Library were the genealogical files on 2,500 families who lived in the Old Edgefield District, the 1,500 subject files, the files of the *Edgefield Advertiser* and the *Edgefield Chronicle* which were part of the Abney library given to Edgefield by Mrs. Abney in 1928, and the thousands of historical, genealogical and reference books which have been donated over nearly forty years by hundreds, if not thousands, of individuals, families and other institutions, including the major collections donated by the ECHS.

29. Over the years, the Tompkins Library had many volunteers who have donated thousands upon thousands of hours of their time to building this institution. A preliminary list of volunteers was recently put together showing some sixty-eight volunteers, a number of whom contributed literally thousands of hours each.

30. During all of this period, the ECL, with its separate board of directors, continued to own the buildings, including the original Tompkins building, the Lynch building and the Old Edgefield Pottery building behind on Simkins Street. Other than acting as the landlord, the ECL's activities were limited to paying the salary of the director of the library and the monthly utilities out of funds provided by the Town of Edgefield and the OEDGS. (The ECL has had no regular or significant income of its own from which to contribute to these costs.)

31. It should be noted that the Tompkins Library was a very important place for the school children of Edgefield County to visit and learn about their county's history. Also, and very importantly, the activity of the Tompkins Library created by the many historical and genealogical researchers was a major boon for the local Edgefield economy, particularly for the restaurants, bed & breakfasts, hotel and specialty retailers.

The 2022-2024 Controversy Between the ECL and the OEDGS

32. Beginning in late 2021, substantial friction began to develop between the defendant, J. Douglas Timmerman, Jr., who had been the longtime president of both the ECL and the OEDGS, and the other members of the board of the OEDGS. As a result of his desire to control the OEDGS, Mr. Timmerman unilaterally added, in violation of the provisions of ECL's By-Laws, a number of new members to the board of the ECL, some of whom are fine people, but who were not properly briefed on the history, mission, structure and operations of the Tompkins Library. They were, however, given to understand that the OEDGS board members were bad people, and that they, as board members of the ECL, had the power and responsibility to dominate and dictate terms under which the OEDGS operated in the Tompkins Library. This attitude resulted in a number of very high-handed and poorly considered actions by the newly-constituted board of the ECL.

33. In January of 2022, the ECL delivered a proposed "Commercial Lease Agreement" to the OEDGS (Exhibit D hereto). This lease agreement demanded that the OEDGS pay rent of \$1,400 per month, in complete violation of the 1994 agreement. The lease agreement was for a term of only six months with no provision for renewal. It also provided for a number of rules and regulations, some of which were highly objectional to the OEDGS and its volunteers. The lease was to be signed for the ECL by George Thornton, Vice President, even though J. Douglas Timmerman, Jr. was the president of ECL. It also provided that it was to be signed by Timmerman as president of OEDGS.

34. By March 11, 2022, the other members of the board of directors of the OEDGS were so unhappy with Timmerman over his actions that they convened a meeting of the OEDGS board and removed Mr. Timmerman as president and director of the OEDGS, pursuant to SC Code § 33-31-808(a), by a unanimous vote of the other board members present.

35. Subsequently, on March 18, 2022, a substantially rewritten "Commercial Lease Agreement" was provided to the OEDGS by the Board of Directors of the ECL with a cover letter addressed to "Mr. Doug Timmerman, Chairman, Old Edgefield District Genealogical Society." That Commercial Lease Agreement, with hand-noted changes and dated March 25, 2022 is attached hereto as Exhibit E. This lease agreement provided that the rent was to be only \$1,200 per month but was only for a six-month term with no renewal option. Like the first lease agreement, it contained rules and regulations which were designed to be insulting to the OEDGS and its volunteers. It was to be signed by Doug Timmerman for the ECL and by a member of the Executive Committee of the OEDGS.

36. Upon information and belief, the OEDGS was told that they either had to sign the agreement or get out of the buildings. When the OEDGS refused to sign the lease agreements, officers of the OEDGS were charged with trespass and escorted out of the building by Edgefield police officers called by the officers of the ECL. Subsequently, the ECL had the locks on the building changed to ensure that the OEDGS board members could no longer access the building. When the OEDGS board members demanded their right to remove what they claimed to be their property, the ECL refused to allow them to take anything away.

37. During 2022, this controversy raged and became a topic of discussion not only throughout Edgefield County, but across the state and nation. Many in the Edgefield community spent countless hours trying to find a solution to resolve the differences between the two organizations. However, each of the parties dug in its heels and were unwilling to compromise or even to seriously consider alternative proposals.

38. When the ECL changed the locks on the Tompkins Library and prohibited the OEDGS officers from entering the building, the OEDGS board made the decision to move out of the real

estate owned by the ECL. Various options were considered, including other sites on the Town Square and other sites in the Town of Edgefield, but the OEDGS Board decided to move to a building in Johnston owned by the Town of Johnston which had offered to spend up to \$300,000 to outfit a building for the OEDGS to use. That work on the building is almost completed and the OEDGS will soon have a new home.

39. On February 23, 2023, having exhausted all other options to get their property back, the OEDGS filed a suit against the ECL as a claim and delivery action to acquire property which they claimed to own. This litigation extended for a period of more than a year and a half, during which time no public hearings were held, no opportunity was given to the public to comment and no witnesses were able to testify. At the end of the year and a half, the ECL board agreed to a "Settlement Agreement" in which the vast majority of the collections of the Tompkins Library were turned over to the OEDGS. Additionally, that Settlement Agreement provided that the ECL was required to pay to the OEDGS the sum of Thirty Thousand Dollars (\$30,000.00) in "Settlement Funds," thus admitting that the ECL was at fault in refusing to give the OEDGS the possession of collections and other items that they claimed were theirs. The Plaintiffs believe that Beth Thornton, who was the point person named by the ECCL board to deal with their attorney, intentionally engineered the settlement to destroy the Tompkins Library.

General Breaches of Fiduciary Duties

40. The ECL and each of the individual defendant directors of ECL, each owed fiduciary duties of care, loyalty and good faith to the general public, including Plaintiffs. Defendants' fiduciary duties include obligations to exercise good business judgment, to act prudently in the operation of the business of the ECL, to discharge their actions in good faith, to act in the best interest of the ECL and to put the interest of the ECL before their own.

41. As directors of the ECL, one of their primary responsibilities of each individual board member was to maintain the financial integrity of the ECL. Each board member had a duty to act as trustees of the assets of the ECL and each was charged with the duty to exercise due diligence and oversight to ensure that the ECL was well managed and that its financial status remained sound.

42. Defendants, individually, and as board members, breached their fiduciary of care by, among other things, mismanaging the best interest of the ECL, and failing to comply with the terms of the governing corporate documents and applicable corporate law.

43. Defendants, individually, and as board members, breached their fiduciary care by, among other things, signing a settlement agreement giving away assets of the ECL which had the net effect of documenting that these assets did not belong to the ECL, but rather belonged to the OEDGS.

44. Many of the assets given away by the ECL and by the ECL's individual board members were obtained by the ECL approximately fifty years before the creation of the OEDGS and therefore could not had belonged to the OEDGS.

45. Defendants, individually and as board members, breached their duty of loyalty to the ECL and their actions constitute acts of bad faith in that they knew or should have known that the assets given to the OEDGS rightfully belonged to the ECL.

46. Defendants, individually and as board members, breached their duty of care owed to the ECL in that they failed to make informed, deliberative decisions based on all of the information and material readily available. Defendants further breached their duty of care by making grossly negligent decisions that have resulted in harm to the ECL.

Specific Breaches of Fiduciary Duty

47. The Plaintiffs allege the following specific breaches of fiduciary duties on the part of the Defendants:

48. Proposing lease agreements to the OEDGS in violation of the 1994 agreement between the parties and requiring the OEDGS to leave the premises if they did not execute the lease.

49. Locking out the OEDGS board members in violation of the 1994 agreement and having these OEDGS board members escorted from the premises by Town police.

50. Failing to recognize the central obligation of the ECL to maintain a library as required under the Will of D. A. Tompkins and thereby preserve a working relationship with the OEDGS.

51. Failing to know, understand and learn the significance of the collections of the Tompkins Library.

52. Failing to adequately present and argue valid defenses of the ECL to the lawsuit filed against it by the OEDGS, including the following:

- a) that substantial ownership in the family and subject files of the OEDGS had accrued to the ECL by reason of having paid the director of the Tompkins Library for a period of more than thirty years and thereby earning an interest in the work product of this Director. The vast majority of the work to receive, sort and file these donated books, files and papers was done by, and at the direction of, the director of the Tompkins Library while she was a paid employee of the ECL and therefore her work product belonged to the ECL;
- b) that the vast majority of donors who have made donations of books, papers and other documents did not intend to donate these items to the OEDGS or to the ECL *per se*, but rather they intended to donate them *to the Tompkins Library*, an institution which (1) had proper and adequate storage facilities, (2) on the Town Square in Edgefield, (3) a paid

director, and (4) a substantial number of volunteers. Most of these donors did not know the difference between the ECL and the OEDGS: they just knew that there was a good and well-organized library on the Town Square dedicated to the preservation of the history of Edgefield County and Edgefield County families. In most cases, they had no idea that their donations were going to be stamped "Property of the OEDGS" and did not authorize such stamping of the documents;

- c) that many of the items in the Tompkins Library, including some of the most important files, the *Edgefield Advertiser* and *Edgefield Chronicle* editions, were given to the library in 1928, some fifty-seven years before the OEDGS was founded, and therefore these items could not possibly have been the property of the OEDGS.
- d) that the 1994 agreement, as described above and as set forth in Exhibit C, clearly implies that the contents of the library were to be jointly owned by the ECL and the OEDGS. (While some of the defendants have stated that they were just following the advice of their attorney who told them that they would lose the case if they went to trial, the Plaintiffs wonder how, in light of the valid defenses set forth above, the attorney of the ECL could have given such advice.)

53. Voting to exclude the intervention of Bettis C. Rainsford, Sr. as *Amicus Curiae* whose proposal would have enabled the ECL to at least keep a copy of all of the files in the Tompkins Library.

54. Failing to provide adequate defensive materials to their attorney to defend the case;

55. Failing to provide adequate defensive materials in interrogatories and depositions in the case.

56. Failing to support, after losing substantially all of the collections of the Tompkins Library, a proposed merger with and into the Edgefield County Historical Society. The defendants no longer have any books, papers or any materials which would enable them to maintain a Library as required under the Will of Mr. Tompkins. The Edgefield County Historical Society and its Historian, the Plaintiff Rainsford, have very substantial collections of books, papers, maps, manuscripts, papers and artifacts related to the history of Edgefield County and the genealogy of Edgefield families, together with file cabinets, storage boxes, tables, book shelves and other furniture, which could be immediately moved into the buildings owned by the Edgefield Civic League.

57. With the merger of the two organizations, the Tompkins Library could be immediately restored to its dual roles in Edgefield as (a) a historical and genealogical library and (b) a welcome center which has successfully brought thousands of visitors annually to the Town over the last forty years. Instead, the defendants arrogantly refuse to acknowledge the enormous damage which they have done to the Tompkins Library and to the Town of Edgefield. These defendants are trying maintain their precious seats on the board of the ECL even at the cost of breaching their fiduciary duties as directors and working against the obvious best interests of Edgefield.

58. These defendants have never made any significant personal financial contributions to the ECL, and with several exceptions, no significant investments of time or effort, certainly not when compared to the enormous contributions to the dozens of people who spent nearly forty years building the Tompkins Library. How these defendants are willing to, and would want to, hold onto their precious board seats while witnessing the demise of one of the greatest institutions in Edgefield is beyond comprehension. Holding onto their board seats in the ECL under these circumstances are incredibly selfish acts.

59. Until now, the Town of Edgefield has been contributing \$20,000 annually to the ECL to maintain a "Welcome Center" for the Town. While that was warranted as long as the Tompkins Library was there to bring thousands of visitors to Edgefield annually, now that the ECL has nothing left but empty buildings which will not attract anyone, the citizens of Edgefield are unlikely to want to see their funds go to this irresponsible organization run by these selfish and short-sighted board members.

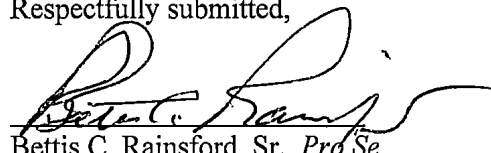
Prayer for Relief

Wherefore, the Plaintiffs respectfully request that the Court:

1. take the necessary actions to retrieve the assets of the ECL which rightfully belong to it by voiding the Settlement Agreement between the ECL and the OEDGS,
2. permanently remove the directors of the ECL who have acted in bad faith and breached their fiduciary duty with regard to the assets of the ECL,
3. require the merger of the ECL into the ECHS.
4. monetary damages as determined appropriate by the Court, and
5. for such other and further relief as the Court may deem just and proper.

Signatures appear on the next page.

Respectfully submitted,



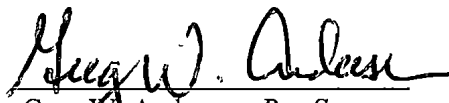
Bettis C. Rainsford, Sr., *Pro Se*

P.O. Box 388

Edgefield, SC 29824

803-384-0013

brainsford@rainsforddevelopment.com



Greg W. Anderson, *Pro Se*

328 Wigfall Street

Edgefield, SC 29824

803-480-6317

greg@andersonlawfirm.us

December 20, 2024

2024-CP-19-60411

EDGEFIELD COUNTY SBA CP COURT
CLERK OF COURT CHARLES REEL
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Exhibit A

The State of South Carolina,
EXECUTIVE DEPARTMENT.

CERTIFICATE OF INCORPORATION
BY THE SECRETARY OF STATE

Whereas, Mrs. B. L. Hines, Mrs. J. C. Holland,
Mrs. J. C. Edwards and Mrs. R. C. Padgett, Edgefield, S. C.

two or more of the officers or agents appointed to supervise or manage the affairs of

THE EDGEFIELD CIVIC LEAGUE

which has been duly and regularly organized, did on the **16th** day of
April, A. D. **1928**, file with the Secretary of State a written declaration setting forth:

That, at a meeting of the aforesaid organization held pursuant to the by-laws or regulations of the said organization, they were authorized and directed to apply for incorporation.

That, the said organization holds, or desires to hold, property in common for Religious, Educational, Social, Fraternal, Charitable or other eleemosynary purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to the members, otherwise than is above stated, nor for the insurance of life, health, accident or property; and that three days' notice in the **Edgefield Advertiser**, a newspaper published in the County of **Edgefield**, has been given that the aforesaid Declaration would be filed.

AND WHEREAS, Said Declarants and Petitioners further declared and affirmed:

FIRST: Their names and residences are as above given.

SECOND: The name of the proposed Corporation is **THE EDGEFIELD CIVIC LEAGUE.**

THIRD: The place at which it proposes to have its headquarters or be located is **Edgefield, S. C.**

RECORDED IN COUNTY CLERK'S OFFICE
2024 DEC 27 AM 10:25

FOURTH: The purpose of the said proposed Corporation is **to hold property in common and to aid and assist in all religious, educational, social, fraternal, charitable and other eleemosynary undertakings and is not organized for the purpose of profit or gain to its members than as stated herein.**

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers are as follows:

Mrs. B. L. Mims,	Edgefield, S. C.,	President;
Mrs. J. G. Holland,	"	S. C., Vice President;
Mrs. J. G. Edwards,	"	S. C., Secretary;
Mrs. R. C. Padgett,	"	S. C., Treasurer.

SIXTH: That they desire to be incorporated: **In Perpetuity.**

Now, THEREFORE, I, **W. P. Blackwell**, Secretary of State, by virtue of the authority in me vested, by Chapter 4564, Article III, Code of 1922, and Acts amendatory thereto, do hereby declare the said organization to be a body politic and corporate, with all the rights, powers, privileges and immunities, and subject to all the limitations and liabilities, conferred by said Chapter 4564, Article III, Code of 1922, and Acts amendatory thereto.

(SEAL)

Given under my Hand and the Seal of the State, at Columbia,
this **15th** day of **April** in the year
of our Lord one thousand nine hundred and **twenty eight**
and in the one hundred and **fifty second** year of the
Independence of the United States of America.

Secretary of State

2024 DEC 27 AM 10:25
CLERK OF COURT CHARLES REEL
EDGEFIELD COUNTY GA CP COURT

2024-CP-19-00411

EDGEFIELD COUNTY GS/CP COURT
CLERK OF COURT CHARLES REEL
2024 DEC 27 AM 10:25

Exhibit B

The things which commend this arrangement briefly are:

It sets a definite amount which can be planned without emergency and contingent circumstances during the fiscal year.

It relieves the delegation of having to authorize or explain improvements made in the library to other groups and county office S

It relieves the Edgefield County Board of details of securing funds for repairs, insur

It provides a plan by which The Edgefield County Library benefits from funds spent for improvements and library purposes which are not provided for anywhere in the present regional budget or county plan x

no other county

I know of ~~no other~~ library in the state which rents facilities, which is relieved of maintenance, upkeep, insurance, repairs and has the amount that it pays in rent more than matched by a non-tax supported organization, on a voluntary basis.

It is the original plan adopted at the end of the trial period of two years and signed by all members of both boards, renewal being automatically assured on an annual basis on payment of rent *in advance*.

Nancy E. Mims

AGREEMENT BETWEEN

THE D. A. TOMPKINS MEMORIAL LIBRARY BOARD
AND
THE EDGEFIELD COUNTY LIBRARY BOARD

July 1960

The Tompkins Memorial Library Board and the Civic League agree for the Edgefield County Library to use the Tompkins Library Building as headquarters for public library service in Edgefield County with the understanding that the building remains the property of the Civic League and that adequate protection be given to the books in the Abney Collection.

The Abney Collection is to be partitioned from the main reading room by book shelving and access to the collection be reserved to members of the Tompkins Memorial Library Board or its authorized representative.

The Edgefield County Library Board agrees to assume the cost of operating service from the building and payment of a rental, paid ~~monthly~~ in an amount to be determined by 1/12 of 4% of the annual appropriation to the Aiken-Barnwell-Edgefield Regional Library, *in advance*

The Tompkins Memorial Library Board agrees to give the Edgefield County Library Board permission to use the facilities for a one-year period, according to the conditions before mentioned.

Any permanent improvements or alterations made for the convenience county library service shall be made with the permission of the Civic League and shall become the property of the Civic League upon the termination of this agreement.

D. A. TOMPKINS MEMORIAL LIBRARY
BOARD

EDGEFIELD COUNTY LIBRARY BOARD

Eunette E. Wierick
Dorothy H. Minis
Frances C. Miller
Anna J. Boyd
Jean P. Miller
James R. Jones
Ruth B. Shaffer
Edna L. Thomas
Margaret D. Edwards

EDGEFIELD COUNTY GRACV COURT
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EDGEFIELD COUNTY GS/CP COURT
CLERK OF COURT CHARLES REEL
2024 DEC 27 AM10:26

Exhibit C

June 5, 1994

Mr. Bernard Welborn
Town Administrator
Town of Edgefield
402 Main Street
Edgefield, SC 29824

Dear Mr. Welborn,

In accordance with the request of the arbitration committee of the County and Town of Edgefield and the Edgefield Civic League and Old Edgefield District Archives Genealogical Society, SCGS on May 31, 1994, The Old Edgefield District Archives Chapter, SCGS and the Civic League of Edgefield mutually agree:

- o That the two organizations are separate and autonomous organizations with a unique relationship.
- o For purposes of continuing that unique and cooperative relationship do hereby agree to the following:
 1. That the Edgefield Civic League holds title to the building at 104 Courthouse Square (also known as the D. A. Tompkins Memorial Library Building) and is responsible for the maintenance and insurance of the building.
 2. That the Genealogical Society in lieu of rent is responsible for custodial services and will continue to be housed at 104 Courthouse Square.
 3. That neither members of the OED Archives Genealogical Society nor members of the Edgefield Civic League will take holdings from the building.
 4. That the Genealogical Society and the Edgefield Civic League will mutually prepare an acquisition policy.

5. That all officers of the Old Edgefield District Archives Genealogical Society and officers of the Edgefield Civic League who desire to have keys to the facility will be issued keys, with the understanding that all officers entering the facility after normal business hours will log in and log out and that any officer losing or abusing the use of a key will bear the cost of changing the locks.
6. That the Edgefield Civic League is responsible for hiring and paying a Director to operate the Courtesy Center. Although the Director of the Courtesy Center may perform/assist with archival duties, the Director of the Courtesy Center is not the Archivist for the Genealogical Society. The Director will work in cooperation with the Genealogical Society, being free to assist in research, and conducting periodic inventories of all holdings and further that the Civic League does not control or direct the internal affairs of the Old Edgefield District Archives Genealogical Society.
7. That this is the only single location in Edgefield County where visitors and citizens may come for comprehensive information about Edgefield History, progress, economic development, family history, attractions, sites, and geography.
8. That the Edgefield Civic League will continue to request and administer City and County funds for the purpose of operating the Courtesy Center at 104 Courthouse Square.
9. The Edgefield Civic League will report quarterly to the County and Town to provide information on its efforts and give complete financial data to document its expenditure of public funds.

Rest assured that we will continue to dedicate ourselves to the improvement of our research facility and the expansion of public exposure to the rich resources available. We therefore appeal for the requested funding and express our gratitude for the consistent funding and support year after year.

Respectfully,

The below signed officers,

Joseph B. Rhoads, Secretary, Edgefield Civic League
Julia L. Allen, President, Edgefield Civic League
Lyman A. Brown, Treasurer, Edgefield Civic League

The Edgefield Civic League, Inc.
Old Edgefield Archives Genealogical Society, SCGS

W. H. Burkhead, V.P. O.E.D. Archives
Elzie L. Zanner, Jr., Hon. O.E.D. Archives
Carol H. Bryan, O.E.D. Archives, President

2024-CP-19-00411

EDGEFIELD COUNTY GS/CP COURT
CLERK OF COURT CHARLES REEL
2024 DEC 27 PM10:27

Exhibit D

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD) **COMMERCIAL LEASE AGREEMENT**

THIS COMMERCIAL LEASE made and entered into this the ____ day of January, 2022, by and between the The Edgefield Civic League (**Lessor**), and the Old Edgefield District Genealogical Society (**Lessee**):

WITNESSETH:

Premises: The Lessor, for and in consideration of the rents and covenants set out herein below, does hereby demise and lease unto the Lessee, who does hereby agree to lease from the Lessor, that property located at **103 & 104 Courthouse Square** located in the Town of Edgefield, County of Edgefield, State of South Carolina; identified by the Edgefield County Tax Assessor's office as TMNs 137-07-05-012-000 & 137-07-05-013-000.

Term: The within Lease shall commence on February 1, 2022 and shall terminate 6 months from that date.

Rental: Lessee shall pay to Lessor as consideration for this Lease the sum of \$1,400.00 per month, due and payable on the first of every month.

Maintenance: The Lessor agrees to maintain the leased premises and make all repairs as needed.

Waiver and Indemnity: Lessee hereby assumes all risks incident to the presence of any hazardous materials related to the Lessee's purposes or anything incidental thereto while on the leased property. Lessee further covenants and agrees to save and keep Lessor free and harmless for any and all damages and liability occasioned by the use of said premises, and shall indemnify and keep harmless Lessor from and against any loss, cost, damage, and expense arising out of and in connection with any accident-causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises. Lessee agrees to fully comply with all the laws of the State as aforesaid and of the United States, now in effect, or hereafter enacted, and all rules and regulations lawfully promulgated and issued thereunder, in respect to the transportation of or storing of all hazardous materials.

Sublease and Assignment: Lessee shall not sublease all or any part of the leased premises, or assign this Lease in whole or in part without Lessor's consent, such consent not to be unreasonably withheld or delayed.

Default: If default shall at any time be made by Lessee in the payment of rent when due to the Lessor as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Lessee by Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Lessor without correction thereof then having been commenced and thereafter diligently prosecuted, Lessor at his option, may declare the entire rent for the term for which the premises are leased, due and payable, and/or may declare this Lease terminated by giving Lessee written notice of such intention and re-enter the said demised premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to the Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.

In addition to the above, Lessor and Lessee mutually covenant and agree as follows:

1. The Lessee agrees to adhere to the following hours of operation, except for holidays or reasonable circumstances: Monday-Friday 9:00 am – 4:00 pm and Saturday 9:30 am – 1:30 am.
2. No pets allowed on the premises.
3. The Lessee agrees not to suffer or commit any waste of the premises, nor make an unlawful, improper or offensive use of the same. The Lessee agrees that it shall maintain and keep the premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this Lease in as good a condition as received by the Lessee, ordinary wear and tear, damage, destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted.
4. The Lessee agrees that any alterations in and/or additions to the leased premises must first be approved by the Lessor in writing and shall be at the

expense of the Lessee. The Lessee further agrees that any such alterations or additions to the leased premises shall become permanent and attached to the property and may not be removed or changed by the Lessee at the termination of the Lease.

5. The Lessee shall permit the Lessor or the Lessor's agent to enter at all reasonable times to view the state and condition of the premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any reasonable purposes.
6. The Lessee shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased premises; provided, however, that any installation of fire prevention apparatus, electric rewiring, plumbing changes or structural changes in the building on the leased premises, required by any such law, ordinance, rule, or regulation shall be made by Lessor without expense to Lessee.
7. This agreement is made in the State of South Carolina and its validity and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of South Carolina.

PROVIDED always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm, then the payment of rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall inure to the benefit of and be equally binding upon the respective assigns and successors of the parties hereto.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that this instrument contains the whole agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises or undertakings whatsoever upon the

EDGEFIELD COUNTY GS/CP COURT
CLERK OF COURT CHARLES REEL
2024 DEC 27 AM10:28

respective parties in any way touching the subject matter of this contract which are not expressly contained in this instrument.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

Witness

EDGEFIELD CIVIC LEAGUE
By: George Thornton, V.P.

Witness

**OLD EDGEFIELD DISTRICT
GENEALOGICAL SOCIETY**
By: Doug Timmerman, President

2024-CP-19-00411

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Exhibit E

EDGEFIELD COUNTY GS/CP COURT
CLERK OF COURT CHARLES REEL
2024 DEC 27 AM 10:28

March 18, 2022
Mr. Doug Timmerman
Chairman
Old Edgefield District Genealogical Society

Mr. Timmerman,

Attached you will find a lease for 103 and 104 Courthouse Square, Edgefield, SC 29824.

If you would like to meet and discuss the terms of the lease, we suggest two representatives of our organizations who have authority to agree on behalf of their respective organizations meet as soon as possible to complete the lease. The proposed lease has an effective lease of April 1, 2022, and therefore should be completed before that date.

Please respond to Mr. Roger Timpson by March 31, 2022.

Board of Directors
Edgefield Civic League

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD) COMMERCIAL LEASE AGREEMENT

Muel THIS COMMERCIAL LEASE made and entered into this the 25 day of ~~January~~, 2022, by and between the The Edgefield Civic League (Lessor), and the Old Edgefield District Genealogical Society (Lessee):

WITNESSETH:

Premises: The Lessor, for and in consideration of the rents and covenants set out herein below, does hereby demise and lease unto the Lessee, who does hereby agree to lease from the Lessor, that property located at **103 & 104 Courthouse Square** located in the Town of Edgefield, County of Edgefield, State of South Carolina; identified by the Edgefield County Tax Assessor's office as TMNs 137-07-05-012-000 & 137-07-05-013-000, subject to the following:

- the first floor of 103 Courthouse Square (the W.E. Lynch Building) shall be designated for use by the Civic League;
- the Welcome Center entrance, desk and equipment *items belonging to the Civic League* will be relocated from 104 Courthouse Square (the Tompkins Library) to the W.E Lynch Building;
- the passageway between the two buildings, 103 and 104 Courthouse Square, shall remain open at all times;
- the safe in the Tompkins Library will be controlled by the Civic League; and
- the remainder of the two buildings is designated for the lessee's use.

Term: The within Lease shall commence on *March 1, 2022* and shall terminate 6 months from that date. Said Lease shall be renewable, provided, however, should either party wish to terminate earlier than the termination date, said party shall give the other party no less than a 60-day notice prior to such early termination date.

Rental: Lessee shall pay to Lessor as consideration for this Lease the sum of \$1,200.00 per month, due and payable on the first of every month, with a refundable security deposit of \$1,200.00 in consideration of any damages that may have been incurred at the termination of the lease.

Maintenance: The Lessor agrees to maintain the leased premises and make all repairs as needed.

Waiver and Indemnity: Lessee hereby assumes all risks incident to the presence of any hazardous materials related to the Lessee's purposes or anything incidental thereto while on the leased property. Lessee further covenants and agrees to save and keep Lessor free and harmless for any and all damages and liability occasioned by the use of said premises, and shall indemnify and keep harmless Lessor from and against any loss, cost, damage, and expense arising out of and in connection with any accident-causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises. Lessee agrees to fully comply with all the laws of the State as aforesaid and of the United States, now in effect, or hereafter enacted, and all rules and regulations lawfully promulgated and issued thereunder, in respect to the transportation of or storing of all hazardous materials.

Sublease and Assignment: Lessee shall not sublease all or any part of the leased premises, or assign this Lease in whole or in part without Lessor's consent, such consent not to be unreasonably withheld or delayed.

Default: If default shall at any time be made by Lessee in the payment of rent when due to the Lessor as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Lessee by Lessor, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Lessor without correction thereof then having been commenced and thereafter diligently prosecuted, Lessor at his option, may declare the entire rent for the term for which the premises are leased, due and payable, and/or may declare this Lease terminated by giving Lessee written notice of such intention and re-enter the said demised premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to the Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages.

In addition to the above, Lessor and Lessee mutually covenant and agree as follows:

1. The Lessee agrees to adhere to the following hours of operation, except for holidays or reasonable circumstances: Monday-Friday 9:00 am – 4:00 pm and Saturday 9:30 am – 1:30 am.
2. Only registered companion pets are permitted and must be kept on a leash of no more than six feet in length at all times while on the premises. Only one registered companion pet is allowed in the facility at the same time.
3. No firearms are permitted on the premises, concealed or unconcealed.
4. The Lessee shall not display any statements or symbols of a political nature which may be found offensive in nature, neither in or on the building.
5. The Lessee agrees not to suffer or commit any waste of the premises, nor make an unlawful, improper or offensive use of the same. The Lessee agrees that it shall maintain and keep the premises in good repair, free of refuse and rubbish, and shall return the same at the expiration or termination of this Lease in as good a condition as received by the Lessee, ordinary wear and tear, damage, destruction by fire, flood, storm, civil commotion or other unavoidable cause excepted.
6. The Lessee agrees that any alterations in and/or additions to the leased premises must first be approved by the Lessor in writing and shall be at the expense of the Lessee. The Lessee further agrees that any such alterations or additions to the leased premises shall become permanent and attached to the property and may not be removed or changed by the Lessee at the termination of the Lease.
7. The Lessee shall permit the Lessor or the Lessor's agent to enter at all reasonable times to view the state and condition of the premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any reasonable purposes.
8. The Lessee shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased premises; provided, however, that any installation of fire prevention apparatus, electric rewiring, plumbing changes or structural changes in the building on the leased premises, required

by any such law, ordinance, rule, or regulation shall be made by Lessor without expense to Lessee.

9. This agreement is made in the State of South Carolina and its validity and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the State of South Carolina.

PROVIDED always that if the premises or any part thereof shall at any time during the said term be destroyed or rendered uninhabitable by fire or storm, then the payment of rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the premises shall have been reinstated and rendered fit for habitation.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall inure to the benefit of and be equally binding upon the respective assigns and successors of the parties hereto.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that this instrument contains the whole agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties in any way touching the subject matter of this contract which are not expressly contained in this instrument.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year first above written.

Witness

EDGEFIELD CIVIC LEAGUE

By: Doug Timmerman

As: _____

Witness

**OLD EDGEFIELD DISTRICT
GENEALOGICAL SOCIETY**

By: _____

As Member of the Executive Committee

STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

Bettis C. Rainsford, Sr. and Greg
Anderson,

Plaintiff,

-vs-

The Edgefield Civic League, Beth
Thornton, George Thornton, J. Douglas
Timmerman, Jr., Rebecca Turner, Beth
Cali, and Patsy Smith,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2024-CP-19-00411

DEFENDANTS' MOTION TO DISMISS
PLAINTIFFS' COMPLAINT WITH
PREJUDICE

TO: THE ABOVE-NAMED PLAINTIFFS:

YOU WILL PLEASE TAKE NOTICE that Defendants The Edgefield Civic League, Beth Thornton, George Thornton, J. Douglas Timmerman, Jr., Rebecca Turner, Beth Cali, and Patsy Smith (collectively the "Defendants"), by and through its undersigned attorney, will, on the tenth (10th) day after service hereof or as soon thereafter as counsel may be heard, move before the presiding judge for Edgefield County for an Order pursuant to dismiss Plaintiffs' Complaint.

Specifically, the Motion is made on the grounds that:

1. This Court lacks subject matter jurisdiction pursuant to Rule 12(b)(1) of the South Carolina Rules of Civil Procedure ("SCRCP") as Plaintiffs lack standing to bring a cause of action for breach of fiduciary duty against Defendants;
2. Pursuant to Rule 12(b)(6) SCRCP as Plaintiffs have failed to plead facts sufficient to constitute any cause of action; and
3. To the extent that this Court finds Plaintiffs causes of action to be derivative claims, Plaintiffs have failed to meet the requisites of Rule 23(b)(1) SCRCP having failed to

make a demand upon the Boards prior to the filing of this lawsuit and sufficiently plead a justification for that failure and/or that a demand would have been futile.

This Motion is supported by the SCRCF, relevant case law and statutory authority, and any memoranda presented.

Dated: February 27, 2025

RESPECTFULLY SUBMITTED,

s/John B. Kelchner

John B. Kelchner, S.C. Bar 13589

Reginald W. Belcher S.C. Bar 11710

TURNER PADGET GRAHAM & LANEY, P.A.

PO Box 1473 (29202)

1901 Main Street, Suite 900

Columbia, SC 29201

Telephone: 803-227-4234

Telephone: 803-227-4314

Email: jkelchner@turnerpadget.com

Email: rbelcher@turnerpadget.com

Attorney for Defendants The Edgefield Civic

League, Beth Thornton, George Thornton, J.

Douglas Timmerman, Jr., Rebecca Turner, Beth

Cali, Patsy Smith

STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

Bettis C. Rainsford, Sr. and Greg
Anderson,

Plaintiff,

-vs-

The Edgefield Civic League, Beth
Thornton, George Thornton, J. Douglas
Timmerman, Jr., Rebecca Turner, Beth
Cali, and Patsy Smith,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2024-CP-19-00411

DEFENDANTS' MEMORANDUM IN
SUPPORT OF THEIR MOTION TO
DISMISS PLAINTIFFS' COMPLAINT
WITH PREJUDICE

Defendants The Edgefield Civic League, Beth Thornton, George Thornton, J. Douglas Timmerman, Jr., Rebecca Turner, Beth Cali, and Patsy Smith (collectively the "Defendants") respectfully submit this Memorandum of Law in Support of their Motion to Dismiss the Complaint filed by Plaintiffs Bettis C. Rainsford, Sr. ("Rainsford") and Greg Anderson ("Anderson", collectively with Rainsford, the "Plaintiffs") pursuant to Rules 12(b)(1) and (6) and Rule 23(b)(1) of the South Carolina Rules of Civil Procedure ("SCRCP") and state as follows:

FACTUAL BACKGROUND¹

The instant case arises out of Plaintiffs' dissatisfaction with the outcome of a lawsuit (the "Lawsuit")² between the Old Edgefield District Genealogical Society ("OEDGS") and the

¹ The factual recitations set forth in this motion to dismiss are taken from Plaintiffs' Complaint. Defendants do not concede that such recitations are accurate but assumes them to be true solely for the purposes of the instant motion.

² The Lawsuit was filed in the Court of Common Pleas of Edgefield County, South Carolina, was styled *Old Edgefield Genealogical Society v. The Edgefield Civic League* and bore C/A No. 2023-CP-19-00058. The Lawsuit was filed February 24, 2023 and dismissed with prejudice on January 23, 2025. Plaintiff would respectfully request that the Court take judicial notice of the Lawsuit and the filings of record therein. "Judicial Notice may be taken at any stage of the proceeding." Rule 201(f) South Carolina Rule of Evidence.

Defendant The Edgefield Civic League (the “League”). Compl. ¶ 39. The Plaintiffs were not parties to the Lawsuit, which pertained to the ownership of certain genealogical materials claimed by both the OEDGS and the League. Id. The League is a non-profit corporation and owns two buildings in Edgefield, the Tompkins Library and Lynch Building. Compl. ¶ 5. The Plaintiffs and individual Defendants Beth Thornton, George Thornton, J. Douglas Timmerman, Jr., Rebecca Turner, Beth Cali, and Patsy Smith (collectively, the “Board Member Defendants”) are all residents of Edgefield County. Compl. ¶¶ 1, 4, and 6. The Board Member Defendants have been or are members of the board of directions of the League. Compl. ¶ 6.

The Plaintiffs begin their factual background in the complaint by providing a lengthy exposition as to the Town of Edgefield, history of its genealogical works, the origination of the OEDGS, the League’s ownership of the Tompkins Library and subsequently the Lynch Annex and various functions of the OEDGS and the League. Compl. ¶¶ 1, 14-39. Plaintiffs provide the history of conflict and disputes between the OEDGS and League beginning in 1994 and running through 2022. Compl. ¶¶ 19-39. In so doing, the present their version of events from an outsider’s point of view as they do not allege to have been board members of the OEDGS and Rainsford was only a board member of the League between 1998 through 2012. Compl. ¶ 1 The disputes between the OEDGS and the League came to a head in 2022 and, in 2023, ultimately led to the Lawsuit. Compl. ¶ 39 Plaintiffs note that there were no public hearings or testimony during the course of the Lawsuit. Id. The Lawsuit concluded with a settlement among the parties and resulted in genealogical items being removed from the Tompkins Library by the OEDGS. Id. Plaintiffs proceed to criticize the Defendants’ actions leading to and during the Lawsuit, the settlement and results of the Lawsuit. Compl. ¶ 39, 42-55. Plaintiffs then claim that, with the genealogical items removed from the Library, a merger was proposed between the Edgefield County Historical

Society (“ECHS”), of which Rainsford is a board member and historian. Compl. ¶ 56. The board members of the League voted down the proposed merger eliciting more criticisms from the Plaintiffs. Compl. ¶¶ 56-57.

PROCEDURAL HISTORY

Plaintiffs initiated this action by filing a Complaint against Defendants in this Court on December 27, 2024. Although no affidavits of service have been filed with the Court as of the date of this Motion, several of the Defendants including George Thornton, Beth Thornton, and Rebecca Turner were served on January 28, 2025 with the Summons, Complaint, Interrogatories, Requests for Production and Requests for Admission. The Complaint vaguely references its causes of action as “breaches of fiduciary duty.” At times, the complaint references specific duties the board members have breached to the ECL and others to the public. Compl. ¶¶ 40-46. Several assertions fail to mention to whom the fiduciary duty is breached. Compl. ¶¶ 47-58. In no claim do the Plaintiffs assert that the Defendants breached a fiduciary to themselves specifically. The only capacity in which the Plaintiffs reference a breach of fiduciary is as members of the general public. Compl. ¶¶40. In the Complaint, the Plaintiffs seek that the Court void the Settlement Agreement, take the “necessary actions to retrieve the assets of the ECL”, remove the directors of the ECL, require the merger of the ECL and the ECHS, and award unspecified monetary damages. Defendants file this Motion based on the failure of Plaintiffs to properly assert their standing to bring their action or claim that any fiduciary duty was owed or breached by the Defendants to any party.

For the reasons set forth below, this Court lacks subject matter jurisdiction pursuant to Rule 12(b)(1) of the South Carolina Rules of Civil Procedure (“SCRCP”) as Plaintiffs lack standing to bring a cause of action for breach of fiduciary duty against Defendants, Plaintiffs fail to plead the

elements necessary to establish a cause of action for a breach of fiduciary duty and, therefore, the case should be dismissed pursuant to Rule 12(b)(6) SCRPC, and, to the extent that this Court finds Plaintiffs' causes of action to be derivative claims, Plaintiffs have failed to meet the requisites of Rule 23(b)(1) SCRPC.

STANDARD OF REVIEW

In considering a motion to dismiss, the trial court must base its ruling solely on the allegations of the Complaint. *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (S.C. 2007). The court must determine whether the allegations, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any of the theories asserted in the Complaint. *Id.* A trial court's grant of a motion to dismiss will be sustained only if the facts alleged in the complaint do not support relief under any theory of law." *McEachern v. Black*, 329 S.C. 642, 496 S.E.2d 669, 661 (Ct. App. 1998.)

ARGUMENT

I. The Complaint should be dismissed for lack of jurisdiction over the subject matter pursuant to Rule 12(b)(1) SCRPC as Plaintiffs' lack standing to bring the within action.

"Subject matter jurisdiction refers to a court's constitutional or statutory power to adjudicate a case." *Earthscapes Unlimited Inc. v. Ulbrich*, 390 S.C. 609, 614, 703 S.E.2d 221, 224 (2010.) "A motion to dismiss for lack of standing challenges the court's subject matter jurisdiction." *S.C. Pub. Int. Found. v. Wilson*, 437 S.C. 334, 340, 878 S.E.2d 891, 894 (2022). "A plaintiff must have standing to institute an action." *Mulherin-Howell v. Cobb*, 362 S.C. 588, 597, 608 S.E.2d 587, 592 (Ct. App. 2005.) With respect to constitutional standing, as the South Carolina Court of Appeals has explained:

Standing refers to a "[a] party's right to make a legal claim or seek judicial enforcement of a duty or right." *Black's Law*

Dictionary 1413 (7th ed.1999). “Standing is ... that concept of justiciability that is concerned with whether a particular person may raise legal arguments or claims.” 1A C.J.S. *Actions* § 101 (2005). It concerns an individual's “sufficient interest in the outcome of the litigation to warrant consideration of [the person's] position by a court.” *Id.*

Standing is comprised of three elements:

First, the plaintiff must have suffered an “injury in fact”—an invasion of a legally protected interest which is (a) concrete and particularized, and (b) “actual or imminent, not ‘conjectural’ or ‘hypothetical.’” Second, there must be a causal connection between the injury and the conduct complained of—the injury has to be “fairly ... trace[able] to the challenged action of the defendant, and not ... th[e] result [of] the independent action of some third party not before the court.” Third, it must be “likely,” as opposed to merely “speculative,” that the injury will be “redressed by a favorable decision.”

Powell ex rel. Kelley v. Bank of America, 665 S.E.2d 237, 241 (S.C. Ct. App. 2008) (citations omitted). “As a general rule, to have standing, a litigant must have a personal stake in the subject matter of the litigation. ... One must be a real party in interest, *i.e.*, a party who has a real, material, or substantial interest in the subject matter of the action, as opposed to one who has only a nominal or technical interest in the action.” *Id.* (emphasis added) (citations omitted).

In this matter, neither Plaintiffs have failed to meet the first element of standing as neither have claimed an interest *individually* in the subject of this matter, nor an injury in fact. The facts asserted reference a settlement of the Lawsuit of which neither Plaintiff was a party. They merely voice their displeasure at the outcome of the litigation. In citing the various alleged violations of fiduciary duty, they do not claim that there was any duty violated to them personally. They either reference that the Board Member Defendants violated their fiduciary duty to the League or the public at large.

Furthermore, the issue as to whether Rainsford had standing to assert any interest in the

subject matter of the Lawsuit has been previously been litigated and he is barred by the doctrine of res judicata from attempting to reassert in the within case. “Res judicata, which is established by showing 1) identity of the parties, 2) identity of the subject matter, and 3) adjudication of the issue in the former suit or showing that the claims arise out of the same transaction or occurrence that was the subject of the prior action between those parties, bars a cause of action.” *Riedman Corp. v. Greenville Steel Structures, Inc.*, 308 S.C. 467, 469, 419 S.E.2d 217, 218 (1992.) On September 5, 2023, Rainsford filed a Motion for Leave to Appear as Amicus Curiae (“Motion to Leave”) in the Lawsuit. A true and accurate copy of the Motion for Leave is incorporated herein and attached hereto as **Exhibit 1**. (The Motion to Leave references a “brief to be filed” but one does not appear on the Court’s public index.) Allegations and arguments made in the Motion are similar to those made in the Complaint.

The Court held a hearing on April 17, 2024 as to the Motion to Leave as shown in that Order entered in the Lawsuit on April 29, 2024 (“Order”). A true and accurate copy of the Order is incorporated herein and attached hereto as **Exhibit 2**. The Court treated the motion as one to intervene in the Lawsuit pursuant to Rule 24 SCRPC. “Rainsford cited SCRPC Rule 24(a)(2) and SCRPC 24(b)(2) as the basis for his motion.” Order, p.1. The Court found:

Rainsford asserted at the hearing that many of the documents were given to the Tompkins Library by him personally and thus he retained an interest I the items in dispute. On page two, paragraph two of his motion he details his role in the gathering and preservation of historical documents but the court finds no evidence of his retention of an ownership interest. The court further finds that even if he had retained an interest, that said interest is adequately protected by the parties.

The Court also finds no grounds for Rainsford to proceed under Rule 24(b)(2) for permissive intervention, as he has no valid retained ownership interest. *The questions of law and fact with regard to the ownership of documents, etc. are to be litigated between the plaintiff and defendant which entities clearly have an ownership interest in*

the documents in the case and not Rainsford.
Order, p.2. (emphasis added.)

Therefore, Rainsford's interest in the subject matter of the Lawsuit has been adjudicated and the Court found that he had no interest. Therefore, he is barred from asserting an interest in the same subject matter by virtue of the doctrine of *res judicata*.

Plaintiffs proceed to claim that Defendants failed to adhere to their fiduciary duty by refusing to permit the League to merge with the ECHS. Compl. ¶¶ 56-58. Again, Plaintiffs do not assert in any way that *they* have been harmed personally by this alleged breach of fiduciary duty. Plaintiffs claim that “[w]ith the merger of the two organizations, the Tompkins Library could immediately be restored to its dual roles in Edgefield...” Compl ¶ 57. The two parties referenced therein are the League and the ECHS. There is no reference, nor could there be, as to the Plaintiffs personally having any interest in said merger. With respect to the breach of fiduciary duty as to the failure of the merger between the League and the ECHS, the Plaintiffs again fail to prove that they have suffered an injury in fact. As Plaintiffs clearly fail to meet the first element to establish an interest in the subject matter, it is unnecessary to consider the second and third elements of the test of constitutional standing, including whether Defendants are entitled to monetary damages as they claim in their prayer for relief. Compl, Prayer ¶ 4.

Anderson's relationship to the subject matter is barely referenced in the Complaint. Plaintiffs claim that he “has made major contributions of in the Library” and “[t]hese documents had subsequently become part of the collections of the Tompkins Library.” Compl ¶ 4. Even taking these allegations to be true, Plaintiffs do not assert that Anderson retained ownership of the “contributions” or “documents.” Without alleging a personal interest in the subject matter of the Lawsuit or the purported attempts to merge the League and the ECHS, Anderson fails to establish the first element of standing as well just as Rainsford has failed to do.

II. The Complaint should be dismissed because Plaintiffs failed to plead facts sufficient to constitute any cause of action pursuant to Rule 12(b)(6).

Even if the Court found that the Plaintiffs had the standing to bring this action in their personal capacities, the Complaint should be dismissed because the Plaintiffs failed to plead the elements necessary to establish a cause of action for a breach of fiduciary duty. “To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant.” *RFT Management Co., L.L.C. v. Tinsley & Adams, L.L.P.*, 399 S.C. 322, 335, 732 S.E.2d 166, 173, citing *Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct.App.2004) (discussing the elements comprising a breach of fiduciary duty claim). As with the elements of standing, the Plaintiffs fail to establish the very first one.

Plaintiffs do not cite any justification for alleging a fiduciary duty that the League had to them personally. They allege breaches of duties to the League itself or the public at large. Compl. ¶¶ 40-46. Even if they had, Defendants owe no fiduciary duty to Plaintiffs. Neither Plaintiff is a member of the League nor has any other connection to it. Having donated items to a Library, regardless of who is ultimately found to be the owners of those items, does not create a duty to either Plaintiff. Their belief that the League improperly resolved the Lawsuit and their concerns for the future welfare of their community does not create a duty owed to them by the League. As the Plaintiffs fail to plead the existence of a fiduciary duty, there is no reason to consider the last two elements of this cause of action.

III. The Complaint should be dismissed under Rule 23(b)(1), SCRCP for failure to properly plead a derivative action.

Due to the Plaintiffs’ clear lack of standing to bring this action, the Court need not address the issue of whether the Complaint satisfies the pleading requirements of Rule 23(b)(1), SCRCP.

Yet, in an abundance of caution and to demonstrate an additional basis for dismissal, the Defendants will address this issue. By claiming that Plaintiffs are bringing this action for a breach of fiduciary duty owed by the Defendants to the public, they appear to attempt to assert a derivative action. A derivative action is one in which a member of a corporation or other entity seeks to protect the assets or interests of the corporation or entity. *See generally Patterson v. Witter*, 821 S.E.2d 677, 687-88 (S.C. 2018). That is opposed to a direct action, in which the member alleges that some misconduct or other action by the entity has caused some specific, personal harm to that member. *Id.*

Second, a plaintiff seeking to bring a derivative action must first satisfy the requirements of Rule 23(b)(1), SCRCP, which states:

In a derivative action brought by one or more shareholders or members to enforce a right of a corporation or of an unincorporated association, the corporation or association having failed to enforce a right which may properly be asserted by it, the complaint shall be verified and shall allege that the plaintiff was a shareholder or member at the time of the transaction of which he complains or that his share or membership thereafter devolved on him by operation of law. The complaint shall also allege with particularity the efforts, if any, made by the plaintiff to obtain the action he desires from the directors or comparable authority and, if necessary, from the shareholders or members, and the reasons for his failure to obtain the action or for not making the effort. The derivative action may not be maintained if it appears that the plaintiff does not fairly and adequately represent the interests of the shareholders or members similarly situated in enforcing the right of the corporation or association. The action shall not be dismissed or compromised without the approval of the court and notice of the proposed dismissal or compromise shall be given to shareholders or members in such manner as the court directs.

Rule 23(b)(1), SCRCP (emphasis added). As the South Carolina Court of Appeals has noted, “[t]he protective principles underlying the pleading requirements of Rule 23(b)(1) have long been recognized as important gatekeepers in South Carolina corporate jurisprudence.” *Carolina*

First Corp. v. Whittle, 539 S.E.2d 402, 407 (S.C. Ct. App. 2000). This is because “[a] derivative action is, in essence, a challenge to a board's managerial authority [and] [d]erivative actions have been characterized as a remedy of last resort because these actions impinge on the inherent role of corporate management to conduct the affairs of the corporation” *Id.* at 408.

Here, the Complaint fails to comply with the requirements of Rule 23(b)(1). First, the Complaint is not verified. Secondly, neither Plaintiff is a member of the League. A derivative action is one brought by a member at the time of the transaction of which he complains occurred. Rainsford’s service on the League’s board of directors concluded twelve years prior to the within action being filed and there is no allegation that Anderson was ever a member of the League. For these reasons alone, the Court should find that the Plaintiffs failed to properly plead a derivative action. Therefore, even if the Plaintiffs could argue that they have standing to bring a derivative action for the League’s benefit, the Complaint in its current form is not sufficient to survive the Defendants’ Motion to Dismiss.

CONCLUSION

Based on the foregoing, Defendants respectfully request that the Court grant their Motion to Dismiss and dismiss Plaintiffs’ Complaint in its entirety with prejudice.

[SIGNATURE ON FOLLOWING PAGE]

Dated: February 27, 2025

RESPECTFULLY SUBMITTED,

s/John B. Kelchner

John B. Kelchner, S.C. Bar 13589

Reginald W. Belcher (S.C. Bar # 11710)

TURNER PADGET GRAHAM & LANEY, P.A.

PO Box 1473 (29202)

1901 Main Street, Suite 900

Columbia, SC 29201

Telephone: 803-227-4234

Telephone: 803-227-4314

Email: jkelchner@turnerpadget.com

Email: rbelcher@turnerpadget.com

*Attorney for Defendants The Edgefield Civic League,
Beth Thornton, George Thornton, J. Douglas
Timmerman, Jr., Rebecca Turner, Beth Cali, Patsy
Smith*

EXHIBIT 1

STATE OF SOUTH CAROLINA)
COUNTY OF EDGEFIELD)
Old Edgefield District Genealogy Society,)
Plaintiff,)
v.)
Edgefield County Civic League,)
Defendant.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

C/A No. 2023-CP-19-00058

EDGEFIELD COUNTY
CLERK OF COURT
CHARLES L. REEL
2023 SEP -5 AM 9:15

**MOTION OF BETTIS C. RAINSFORD, SR.
FOR LEAVE TO APPEAR AS *AMICUS CURIAE***

Bettis C. Rainsford, Sr. hereby seeks leave to appear as *amicus curiae* and file a brief in the above-captioned case. A copy of the proposed brief is attached to this motion. *Amicus* has not approached either the Plaintiff or the Defendant to seek approval of this motion, but has mailed copies of this Motion and proposed Brief to the attorneys for each party.

“[T]he filing of an *amicus curiae* brief in a court of common pleas is a matter wholly within the discretion of the court, and is usually granted in cases involving the public interest.” 16 S.C. Jur. Brief of Amicus Curiae § 3; *see also Cook v. S.C. Dep’t of Highways & Pub. Transp.*, 309 S.C. 179, 184, 420 S.E.2d 847, 850 (1992) (finding no abuse of discretion by the trial court judge in allowing the South Carolina Budget and Control Board to appear as *amicus curiae* before the trial court).

Amicus is a native of Edgefield County, having been born here in 1951 and grew up here where the majority of his ancestors have lived and worked for more than 200 years. He is a

graduate of Strom Thurmond High School, Harvard College where he concentrated in history and the University of South Carolina School of Law.

Amicus has served as Historian of the Edgefield County Historical Society ("ECHS") for forty-nine (49) years during which time he has authored or edited over sixteen books, booklets or papers related to the history of Edgefield County, as shown on Exhibit A attached hereto. He has arranged for the hosting in Edgefield of a number of historical conferences in which professional historians from all over the nation and the world have gathered. For more than twenty-five years he has led the Edgefield History Class which meets every Sunday afternoon to discuss topics related to the history of Edgefield. He led the museum efforts of the ECHS by personally envisioning and developing the Joanne T. Rainsford Discovery Center Museum, orchestrating the restoration of Magnolia Dale House Museum and acquiring, developing and restoring the Horn's Creek Church Museum.

In 1995, as a result of his deep appreciation of the value of the historically-significant official records of Edgefield County, consisting of deed, equity and probate records, *Amicus* induced the Edgefield County Council to purchase the Coleman Law Office building on the Town Square and design and build in its place the Edgefield County Archives Building, complete with a temperature and humidity-controlled vault to ensure the protection of these valuable county records. He contributed \$100,000.00 towards this project. As a result, Edgefield County has arguably the finest facility of its kind in the State of South Carolina, if not in the nation.

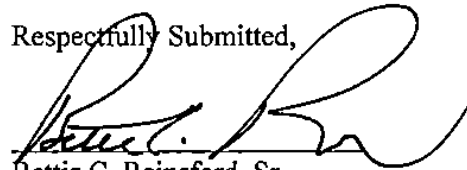
Amicus also served on the Board of the Edgefield Civic League from 1998 until 2012 and has been a member of the Old Edgefield District Genealogical Society for many years.

Very importantly for the Court's consideration of this Motion, *Amicus* has made many very significant contributions to the Tompkins Library during the past twenty-five years, as discussed in detail in the Brief, and thereby has a major vested interest in this case.

Amicus respectfully requests that the Court grant this Motion and allow the attached Brief to be filed as it proposes a simple and equitable solution for those books, files and documents which will remain unresolved after the Court has considered the evidence of conclusive ownership produced by each of the parties.

August 21, 2023

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Bettis C. Rainsford, Sr.", written over a horizontal line.

Bettis C. Rainsford, Sr.
P.O. Box 388
Edgefield, SC 29824
803-384-0013
brainsford@rainsforddevelopment.com

EXHIBIT 2

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF EDGEFIELD) C/A No. 2023-CP-19-00058
)

Old Edgefield District Genealogy Society,)
) ORDER
Plaintiff,)
vs.)
)
Edgefield County Civic League,)
)
Defendant(s).)

This matter came before me pursuant to motion of Bettis C. Rainsford, Sr. for Leave to Appear as Amicus Curiae dated February 28, 2024. Bettis C. Rainsford, Sr. (hereinafter Rainsford) sought leave of court to appear as amicus curiae and file a brief in this matter.

With consent of the parties the motion was heard by Zoom on April 17, 2024 at 10:00 a.m. Present was Rainsford as well as Theodore von Keller (attorney for Plaintiff) and John B. Kelchner (attorney for Defendant.)

Rainsford cited SCRCF Rule 24 (a)(2) and SCRCF Rule 24(b)(2) as the basis for his motion. Objection was made by the attorneys for the Plaintiff and for the Defendant that the motion was not timely made. The court finds that the motion was timely filed.

Rainford relies on Rule 24(a)(2) as authority for an intervention of right. The provision provides

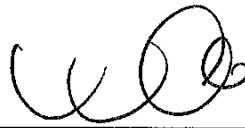
“(2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant’s interest is adequately represented by existing parties.”

Rainsford asserted at the hearing that many of the documents were given to the Tompkins Library by him personally and thus he retained an interest in the items in dispute. On page two, paragraph two of his motion he details his role in the gathering and preservation of historical documents but the court finds no evidence of his retention of an ownership interest. The court further finds that even if he had retained an interest, that said interest is adequately protected by the parties.

The court also finds no grounds for Rainsford to proceed under Rule 24(b)(2) for permissive intervention, as he has no valid retained ownership interest. The questions of law and fact with regard to the ownership of documents, etc. are to be litigated between the plaintiff and defendant which entities clearly have an ownership interest in the documents in the case and not Rainsford.

For the foregoing reasons the motion is hereby denied.

IT IS SO ORDERED.



Warren R. Herndon, Jr.
Special Referee for Edgefield County

April 29, 2024
Lexington, SC

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF EDGEFIELD
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-19-00058

Old Edgefield District Genealogy Society,

Edgefield County Civic League

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : ☒ Plaintiff ☐ Defendant
	or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

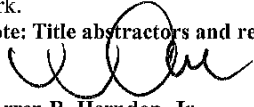
This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk : _____

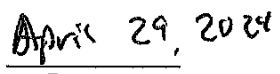
INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.


Warren R. Herndon, Jr.
Special Referee

Judge Code


Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2024, and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2023, to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR PLAINTIFF

DEFENDANT

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF EDGEFIELD	)	
	)	2024-CP-19-00411
Bettis C. Rainsford, Sr. and	)	
Greg W. Anderson	)	
	)	PLAINTIFFS' RESPONSE BRIEF IN
<i>Plaintiffs,</i>	)	OPPOSITION TO THE DEFENDANTS'
v.	)	MOTION TO DISMISS
	)	
Edgefield Civic League, Beth Thornton,	)	
George Thornton, J. Douglas Timmerman, Jr.,	)	
Rebecca Turner, Beth Cali, Patsy Smith,	)	
	)	
<i>Defendants.</i>	)	
	)	

BACKGROUND

In an unprecedented and surprising move, the Edgefield Civic League ("the ECL") board of directors recently approved a document entitled *Settlement and Release of All Claims*, essentially conveying almost all of the contents of the Tompkins Library to the Old Edgefield District Genealogy Society ("the OEDGS"). This property has already been moved out of the Tompkins Library, leaving this historical landmark with two largely-empty buildings. This catastrophic event in the Town of Edgefield made it necessary for the present action against the Civic League and most of its Board members.

The execution of the Settlement Agreement is the result of litigation between the ECL (which owns the Tompkins Library buildings) and the OEDGS disputing the ownership of these substantial collections of historical and genealogical materials. The Tompkins Library has been one of Edgefield's most treasured possessions, having been located here for almost 100 years. When the OEDGS was founded in the year 1985, it was headquartered in the Tompkins Library. In lieu of paying rent, the OEDGS worked and cooperated with the ECL Tompkins Library by assisting it with day-to-day duties and helping to build the historical and genealogical collections.

In fact, this arrangement was reduced to writing in 1994 when the two parties executed an agreement which read in pertinent part “*In lieu of rent* [the OEDGS] is responsible for custodial services and will be continued to be housed at 104 Courthouse Square”. (Emphasis added)

The parties worked together with this understanding until 2021 when the Defendants, Doug Timmerman, (who was president of both organizations at the time), George Thornton and Beth Thornton surprisingly delivered two successive lease agreements to the OEDGS, in violation of the 1994 agreement, demanding that the OEDGS start paying rent. Although the 1994 agreement was still in effect, the OEDGS had no alternative other than to move out of the buildings. However, when it attempted to move out, the ECL board called law enforcement, issued trespass notices and changed the locks, preventing the OEDGS from having access to the property it claimed to own.

The OEDGS was then forced to file its lawsuit asking the court to allow it to enter the premises and remove the property that it claimed to own. Approximately a year and a half later, and without any public debate or open hearings, the board of the ECL completely capitulated and signed the *Settlement Agreement* conveying rights to substantially all of the historical and genealogical collections to the OEDGS.

The ownership of the property given to OEDGS is hotly contested by members of the public. For years the Tompkins library has been known throughout the nation as a strategic location for the public to perform research and seek historical and genealogical information. Its reputation was legendary. Over the last thirty years the Town of Edgefield has made financial contributions to the library totaling nearly \$400,000. These contributions were warranted as long as the library continued to attract visitors and other members of the general public to the Tompkins Library.

Sadly, this is no longer the case as two largely-empty buildings now stand where this invaluable institution was once a bee-hive of historical and genealogical research.

The Tompkins library prospered over the years because of the hard work of many volunteers, and because of the substantial financial support and highly effective efforts of other individuals and organizations who have a genuine passion for the library. The community is shocked and dumbfounded as to how these board members could give away all of these collections without even seeking the input of the general public. From the initiation of this controversy between the two organizations, the ECL and many of its board members have made every effort to keep the public from being made aware of the progress of the litigation. The public is now stunned as they realize that the Tompkins Library has been effectively destroyed, resulting in the tragic loss to the Town of Edgefield of this remarkable institution which we were so fortunate to have. As evidence of the ECL's desire to hide their derelictions of duty from the public, the ECL inserted into their Settlement Agreement the following non-disclosure paragraph:

22. Confidentiality. With the exception of those terms set forth in Paragraph 2 herein, the Parties agree to keep this settlement and all of the terms of this Agreement strictly confidential and to not disclose any of the terms of this settlement and/or this Agreement, whether whole or in part, to any individual or entity, except to the Parties' attorneys, accountants, auditors, or other professional or business advisors who have a need to know such terms and who are informed of the confidential character of such terms. To the extent that a third party raises the matters at issue in this Agreement or any disputes that existed between the Parties, the Parties shall respond by advising that the matters at issue in this Agreement and all disputes have been settled and that the Parties are bound by a confidentiality agreement and are not permitted to discuss or disclose the terms of their settlement with the exception of those terms set forth in Paragraph 2 herein. If either of the Parties is required to disclose the terms of this Agreement pursuant to a valid subpoena or court order, the disclosing party subject to the subpoena or court order shall give the non-disclosing Party at least seven (7) days written notice before disclosing the terms of the Agreement, unless giving such notice would subject the disclosing Party to sanctions or being held in contempt.

The general public wants to know what happened to this much-loved asset of the Town of Edgefield and why the Board members of the ECL have sought to keep their actions a secret.

The Plaintiffs in this case have brought this present action against the ECL and certain of its Board members in an attempt to find out for the general public what the Defendants want to keep secret and to right the major wrongs which were committed by this board. In doing so, the Plaintiffs are alleging, among other things, that these members have breached their fiduciary duties of care, loyalty and good faith to the general public. The Plaintiffs also allege that these board members failed to fulfill their obligations to exercise good business judgment, to act prudently in the operation of the Tompkins Library, to discharge their actions in good faith, to act in the best interest of the Tompkins Library and the Edgefield community, and to protect the assets entrusted to them.

ARGUMENT

- I. **In Response to the Defendants' Claim that the Complaint should be dismissed for lack of jurisdiction over the subject matter pursuant to Rule 12(b)(1) SCRPC as Plaintiffs' lack standing to bring the within action, the Plaintiffs submit the following:**

PLAINTIFFS HAVE STANDING PURSUANT TO THE "PUBLIC IMPORTANCE" DOCTRINE CREATED BY THE SOUTH CAROLINA SUPREME COURT IN 1999.

HISTORICAL REVIEW OF THE DOCTRINE OF PUBLIC IMPORTANCE

Generally, a litigant must have a personal stake in the subject matter of the litigation to have standing to initiate a lawsuit. However, in 1999, the South Carolina Supreme Court recognized a need for members of the general public to come before the court to seek a remedy in cases exactly like the one here. In the landmark case of *Baird v. Charleston County*, 333 S.C. 519, 1999, the court stated that "*standing may be conferred upon a party when an issue is of such public importance as to require its resolutions for future guidance. No longer was a litigant required to have a personal stake in the outcome of the litigation* (Emphasis added)."

The public importance rule set forth in *Baird* is not isolated to the facts of that case. On the contrary, it has been applied in over 100 cases since 1999, almost invariably used to support and enhance this type of standing. A discussion of a few of these cases demonstrates how courts have emphasized the importance of this rule.

For example, the Supreme Court revisited the public importance rule in *Evans v. Richland County Historic Preservation Commission*, 341 S.C. 15, 532 S.E.2d 876, 2000. In this case, a citizen brought suit against the Richland County Historic Preservation Commission, the City of Columbia, the County of Richland, and the Historic Columbia Foundation over real property conveyances. The trial court used the public importance rule to confer standing upon the citizen plaintiff. On appeal, the appellant (defendant) argued that the trial court erred in granting standing to the plaintiff and asked the Supreme Court to limit *Baird* to *ultra vires* acts of “immense public importance.” The Court responded “We disagree. *While in Baird there was an allegation of an ultra vires act, clearly in several cases we have held a citizen has standing when ultra vires acts were not alleged* [emphasis added].” Although in *Evins*, the Court held that the acts of the Richland County Historic Preservation Commission were *ultra vires*, it declined to draw the distinction the appellants sought. The Court also acknowledged that this was a case of adequate public importance to justify standing. The Court thus left the rule of *Baird* intact and made it even stronger with this ruling.

In *Sloan v. School District of Greenville County*, the Court of Appeals further strengthened the public importance jurisprudence. That Court held that “Public policy demands a system of checks and balances whereby taxpayers can hold public officials accountable for their acts.” The Court further stated “Taxpayers must have some mechanism of enforcing the law.” In so ruling, the Court understands that the election process is not entirely sufficient to ensure public officials

will execute their duties faithfully. This point is especially true for non-elected officials who are often insulated from the pressure and the accountability of elections. This precisely fits the framework here as the ECL board members are not elected but are self-perpetuating, as vacancies are filled by the existing board itself. There is no other way to hold the ECL or its board members accountable for their actions other than the framework of this lawsuit before the Court.

In 2004, the Supreme Court again upheld the doctrine of public importance in *Sloan v. Sanford*, 357 S.C. 431. Here the Court simply cited the precedence of *Baird* in finding that the issue before the Court was a matter of public importance that required future guidance. “[U]nder certain circumstances, standing may be conferred upon a party when an issue is of such public importance as to require its resolution for future guidance.”

Davis v. Richland County Council, 372 S.C. 497, is another case decided in 2007 which ruled in simple terms [Standing will be conferred] “without requiring the plaintiff to show he has an interest greater than other potential plaintiffs.”

A year later in 2008, in *Atc. South, Inc. v. Charleston County*, 380 S.C. 191, 2008, the Court said “The key to the public importance analysis is whether a resolution is needed for future guidance: It is this concept of ‘future guidance’ that gives meaning to an issue which transcends a purely private matter and rises to the level of public importance.”

In 2013, the Court was faced with a situation very similar to the one before the Court now. In *SC Public Interest Foundation v. S.C. Transportation Infrastructure Bank*, 403 S.C. 640, the Court acknowledged that the Plaintiff had not suffered a particularized injury when it said “Sloan has not asserted he has suffered a particularized harm or injury as a result of section 11-43-140, but we find this case fits within the public importance exception. While we are mindful that we must be cautious with this exception, lest it swallow the rule, this is the precise instance where the

public importance exception should apply. Sloan presents a colorable claim that the Board is unconstitutionally comprised, casting a cloud of illegitimacy which could marginalize the important decisions of the Board.”

The case of *SC Public Interest Foundation v. S.C. Department of Transportation*, 421 S.C. 110, (2017) closely resembles the two issues in the present case. The Court stated “The issue of whether SCDOT may inspect bridges within private, gated communities is one of public importance *as it involves both the conduct of a government entity and the expenditure of public funds*. [Emphasis added] The issues before the Court in the present case involves the conduct of the ECL (a recipient of public funds) and its board members as well as the expenditure of public funds.

Finally, in two recent high-profile cases, the Court again saw the value of the public importance rule. In *Adams v. McMaster*, 432 S.C. 225, 2020, The Court stated “A resolution for future guidance is needed here because this case involves the conduct of government entities and the expenditure of public funds, a prompt decision is necessary, and it is likely the situation will occur in the future if and when Congress approves additional education funding in response to the continued COVID-19 pandemic.” Also, in *Eidson v. S.C. Department of Education*, September 11, 2024, the Court reiterated “Because this case concerns legislation involving the annual transfer of \$90 million dollars from the public treasury to what Petitioners claim is for the benefit of private interests in violation of clear constitutional commands, we do not hesitate to hold Petitioners have satisfied the requirement of public importance standing.”

The Plaintiffs believe that the applicability of this public importance exception to the standing requirement is particularly important when the boards of non-profit institutions are self-perpetuating – that is, when the organization has no members to elect or otherwise fill vacancies

on the board and no other mechanism to provide input from the public, and the power to fill vacancies is left entirely to the discretion of current board members. *Under this structure, boards can, and often do, completely abandon the purpose and mission of the organization and completely ignore the intent of the founding donors and of other donors who have made the organization a success.* Without providing standing to members of the public in cases like this one before the Court, there is no other mechanism to hold board members accountable.

Thus, in a relatively short amount of time, the public importance rule of *Baird* has become an established rule of law in South Carolina.

APPLICABILITY OF PUBLIC IMPORTANCE TO THE PRESENT CASE

A summary of the aforementioned cases indicates that there are two guidelines that a plaintiff must have to fit into the public importance doctrine. These are (1) that the issue before the Court be a matter of public importance and (2) that the issue before the Court be of such public importance that it requires a resolution for future guidance. The Plaintiffs here fit comfortably within these guidelines.

This is a Case of Extreme Public Importance.

There can be no question that the issues in this case are of public importance. As stated earlier, the Tompkins Library, managed by the ECL, has been a mainstay of the Town of Edgefield for nearly 100 years. The library had earned the reputation as being one of the most prominent centers for genealogical and historical research in the Southeast, if not in the nation, and indeed its reputation had spread around the world. Now it is simply gone. The general public has no idea what happened and the Defendants have used every tool they can to keep the issues in this case from public disclosure.

One thing that some of the public has come to know with absolute certainty is that some of the most important assets of the Tompkins Library, which were given to the OEDGS in the Settlement Agreement were contributed to the ECL in 1928, **fifty-seven years before the formation of OEDGS** in 1985. When asked how this could have happened, the ECL and its board members have provided absolutely no explanation whatsoever. If the purpose of the claim and delivery action filed by OEDGS was to retrieve the property it claimed to own, how can it claim ownership of property in the possession of the ECL fifty-seven years before the formation of OEDGS?

Many of the assets housed in the library, again managed by the ECL, were given by families with the understanding that the ECL would hold these assets in trust. These families had the right to expect that the ECL and its board members would exercise their duties of care over these assets and exercise good business judgment at all times. These assets are no longer housed by the library and no one knows why.

Following the breakdown of relations between Timmerman and the OEDGS board in 2021, new members were placed on the board¹ who had, and have, little knowledge and appreciation of the history and genealogy of Edgefield County which has been the core of mission of the Tompkins Library since 1985. The Plaintiffs believe that, in defending their suit against the OEDGS, these new members intentionally sabotaged the library as they had no interest in the rare collection of historical and genealogical documents housed in the library. The public has the right to find out if this is true and to invoke corrective action.

People came from all over all over the nation, and indeed from around the world, to study and research the past from the rare collection of materials housed in the library. Families would

¹ Plaintiffs believe that some of these appointments were done in violation of the ECL bylaws.

travel great distances to research their family history. Moreover, the Town of Edgefield and Edgefield County has provided tax dollars to the ECL to help in the day-to-day operations. Pursuant to an FOIA request, the plaintiffs discovered that the Town of Edgefield has given almost \$400,000 to the Civic League over the last 30 years. These public expenditures of tax dollars to the ECL makes the ECL the very definition of a public entity. The Tompkins Library is not a private club: It was funded by the taxpayers, was open to the general public and constituted a significant asset for the Town of Edgefield. Surely, there can be no question but that the Tompkins Library, over which the ECL and its board members preside, is a matter of substantial “public importance” under the mandates of the *Baird* decision and subsequent cases.

The 2000 Supreme Court case of *Evans v. Richland County Historic Preservation Commission* is particularly instructive in regard to the current case because the Plaintiff in that case, Jennie Dreher Evins, was a well-known preservationist in Columbia who had devoted years of her life to the preservation of historic properties in South Carolina and who had served as a long-time member of the board of the Richland County Historic Preservation Commission. She recognized that the members of the board of the Commission had abandoned their responsibility to the Commission and breached their fiduciary duties to the many donors to the Commission. If she had not been allowed standing in her case, the charitable intentions of those many donors would have been completely ignored and forgotten.

In this case, both of the Plaintiffs individually have contributed much to the ECL and the Tompkins Library as clearly set forth in the Complaint. Further, they personally know many of the other donors who have contributed significantly to the historical and genealogical collections that were housed in the Tompkins Library. They know that the vast majority of these donors did not intend that their donations would be removed from the Tompkins Library on the Edgefield Town

Square. If the Plaintiffs are not granted standing in this case, then no one will be able to hold the Defendants responsible for the outrageous derelictions of their fiduciary duties to the founding donor, D. A. Tompkins, the hundreds of donors of valuable historical and genealogical materials and to the general public.

Resolution of the Case is Needed for Future Guidance.

The Civic League has been in charge of the Tompkins Library since 1928 when it was incorporated and purchased the Peoples Bank of Edgefield building with the proceeds of the D. A. Tompkins bequest. There can be no legitimate argument that the Civic League has undertaken any other significant mission from its founding until to the present day. Its sole mission has been maintaining the Tompkins Library and any other activities of any of the board members are entirely insignificant as measured by funds raised or spent or time given or employed by board members, staff or volunteers.

However, future guidance is absolutely needed here as the current ECL board has no idea what to do going forward. By their complete dereliction of their fiduciary duties to their founding donor and the hundreds of other donors over many, many decades, it has lost most of the assets it had accumulated over nearly 100 years. Under the terms of the bequest of D. A. Tompkins, the buildings which they own are required to be maintained for the purpose of a library. The public is concerned that the Defendants will make no attempt to find new materials for the library. In fact, the current president of the Civic League, who has no knowledge or appreciation of the history and mission of the Civic League, recently made a statement at an Edgefield Town Council meeting to the effect that it was okay if OEDGS took all of the contents of the library. "We don't want any of that stuff" is what he was understood to say. His statement and subsequent actions make clear that he has no knowledge and understanding of the fiduciary duties of the Civic League (1) to carry

out the purpose and intent of the bequest of D. A. Tompkins and (2) the intent of those hundreds of donors of the historical documents, files and books to the Tompkins Library.

The actions, and in many cases the inactions, of the Defendants cause the Plaintiffs great concern. During the negotiations of the Defendants and the OEDGS over the last two and a half years, the Defendants failed to fight for their ownership of the contents of the library and failed to give their counsel any information to support their positions. Additionally, as clearly set forth in paragraph 52 on pages 14 and 15 of the Complaint, they failed to adequately present and argue a number of valid defenses to the lawsuit by the OEDGS. No public hearings were held. No open debate occurred.

Amazingly, when Plaintiff Rainsford filed an amicus curiae brief in which he proposed a settlement of the suit between the ECL and the OEDGS by which all of the books, files and documents in the Tompkins Library be copied at his expense, with one copy each being given to the ECL, the OEDGS and the Edgefield County Historical Society, the ECL board argued to block his Motion to file his amicus curiae brief. Plaintiff Rainsford's proposal in that brief would have enabled the ECL to have continued the Tompkins Library in its historic role with no additional cost to it and with little disruption.

One can only conclude from these actions that the Defendants had a diabolical intent to dispose of most of the invaluable assets of the Tompkins Library and go a different direction without regard to (1) the intent of the founding donor, D. A. Tompkins, who made their organization and buildings possible, (2) the intent of the hundreds of other donors to the Tompkins Library collections over the years and (3) the best interests of the public of the Town of Edgefield.²

² It should be noted that two of the directors of ECL who were most responsible for the high-handed actions of the ECL with respect to the OEDGS, George Thornton and Beth Thornton, have since resigned from the ECL board. Beth Thornton had been named by the ECL Board as the "point person" for dealing with their counsel in the OEDGS lawsuit. Plaintiffs believe that it was her hateful intention to destroy the Tompkins Library and that she was

The Doctrine of *Res Judicata* Has No Applicability in the Present Case.

In their motion to Dismiss, the Defendants have alleged that the issue as to whether Plaintiff Rainsford had standing to assert any interest in the subject matter of the Lawsuit “has been previously been [sic.] litigated and he is barred by the doctrine of res judicata from attempting to reassert in the within case.” It is true that, in his efforts to help resolve the issues between the ECL and the OEDGS for the benefit of the public, Rainsford sought leave to appear as *amicus curiae*. In his filing of the Motion on September 5, 2025, a copy of his accompanying brief was filed with the Court and also copies were provided to the counsels for both parties. A copy of that brief is attached hereto as Exhibit A.

The Special Referee informed Rainsford that he could not review the brief until he had ruled on the Motion and therefore the brief was not placed on, and does not appear on, the Court’s public index. To Rainsford’s knowledge, the Special Referee never even reviewed the brief! Rainsford believes that the Special Referee’s position on this matter flies in the face of the concept behind, and reasons for, allowing *amici curiae* to participate in litigation. Indeed, the rule in this state is that “[T]he filing of an *amicus curiae* brief in a court of common pleas is a matter wholly within the discretion of the court, and is usually granted in cases involving the public interest.” 16 S.C. Jur. Brief of Amicus Curiae § 3; *see also Cook v. S.C. Dep’t of Highways & Pub. Transp.*, 309 S.C. 179, 184, 420 S.E.2d 847, 850 (1992) (finding no abuse of discretion by the trial court judge in allowing the South Carolina Budget and Control Board to appear as *amicus curiae* before the trial court).

behind the decisions to oppose Plaintiff Rainsford’s *amicus curiae* intervention and the ECL’s subsequent capitulation to the OEDGS.

It is important that this Court appreciate that in his brief to his Motion to appear as *amicus curiae*, Rainsford proposed that:

the Court order that all of the books, files and documents for which conclusive evidence of ownership is not submitted be copied and three sets of these books, files and documents be produced, with one copy each being given to the ECL, the OEDGS and the ECHS. By so doing, these files and books would be available in three locations for the public and for historians, genealogists and other researchers. Using funds over which *Amicus* has discretionary authority, *Amicus* is prepared to provide the personnel and equipment to undertake this project of copying all such books, files and documents so that there would be no cost to either the ECL or the OEDGS. Thus, the Court is hereby offered a simple and equitable resolution of the issues which will remain after the parties produce all conclusive evidence of ownership.

Had the Court in that case accepted his proposal, it would have completely resolved the case between the OEDGS and the ECL and would have provided each party with copies of all of the files *at no cost to either party*. Rainsford believes that the Special Referee was very wrong in his decision not to allow the filing of his *amicus curiae* brief. Rainsford was also astounded that the ECL opposed his appearance as *amicus curiae* and did not endorse his proposal which would have ensured that the Tompkins Library could have continued to perform its mission as an historical and genealogical library. Instead, the ECL board, many of whom had no appreciation of the mission of the Tompkins Library, simply wound up capitulating to the OEDGS in their lawsuit.

As to the Defendant's contention in this case that the Court's ruling on Rainsford's Motion to appear as *amicus curiae* in the prior case constitute *res judicata* for purposes of this case, Rainsford notes that he would have appealed this decision of the trial court except that the rule in such cases is: "[T]he filing of an *amicus curiae* brief in a court of common pleas is *a matter wholly within the discretion of the court* [emphasis added], and is usually granted in cases involving the public interest." Since this matter "is wholly in the discretion of the court," Rainsford did not believe it was appealable and therefore the Special Referee's decision should not constitute *res*

judicata for purposes of this case. For these reasons, the assertion of applicability of the doctrine of *res judicata* to this case is wholly without merit.

II. In Response to the Defendants' claim that the Complaint should be dismissed because Plaintiffs failed to plead facts sufficient to constitute any cause of action pursuant to Rule 12(b)(6), the Plaintiffs submit the following:

When deciding a motion to dismiss, a court must accept "all factual allegations in the complaint as true and constru[e] them in the light most favorable to the nonmoving party." *Skilstaf, Inc. v. CVS Caremark Corp.*, 669 F.3d 1005, 1014 (9th Cir. 2012); *OSU Student Alliance v. Ray*, 699 F.3d 1053, 1058 (9th Cir. 2012); *see also Guillen v. Bank of America Corp.*, No. 5:10-cv-05825, 2011 WL 4071996 (N.D. Cal. 2011). Moreover, a court must "draw all reasonable inferences in favor of the nonmoving party." *Usher v. City of Los Angeles*, 828 F.2d 556, 561 (9th Cir. 1987). "To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Lacey v. Maricopa County*, 693 F.3d 896, 911 (9th Cir. 2012) (quoting *Ashcroft v. Iqbal*, 556 U.S. 662, 677 (2009)). A complaint meets this standard when "the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged."

The complaint in this case contains numerous paragraphs sufficient to state a cause of action against the Defendants. The actions and/or inactions of the Defendants constitute many breaches of fiduciary duty owed to their donors and general public.

III. In Response to the Defendants' claim that the Complaint should be dismissed under Rule 23(b)(1), SCRCF for failure to properly plead a derivative action, the Plaintiffs submit:

The Plaintiffs never intended to file this action as a derivative action, but rather as a personal action with their standing based upon this being a matter of public importance for which the Court's decision is required for future guidance.

CONCLUSION

Although the “public importance” rule has been in existence since 1999, the Defendants did not address this doctrine in their brief. This case is not a derivative action nor does it attempt to say that the Plaintiffs must have a “personal stake in the subject matter of the litigation.” Standing for the Plaintiffs in this case rests entirely on the well-documented rule of law from the 1999 *Baird* case and the nearly 100 cases since which provide that standing should be allowed for matters of public importance when there is no other recourse for the general public and when there is a need for future guidance.

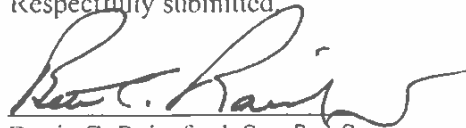
If standing is not allowed in this case, there is no other recourse for redressing the malfeasance of the Defendants. It would be a tragedy to allow the actions of the ECL and its board members to go unchecked and permit them to continue to ignore the intent of their founding donor and of the hundreds of subsequent donors of documents to the Tompkins Library. These Defendants need to be held accountable. This is exactly the type of situation that the Supreme Court addressed in its decision in *Baird*. Having accepted public funding for more than thirty years, the ECL is unquestionably a public entity. Moreover, the Defendants' wanton destruction of what was an incredibly important institution in Edgefield for nearly a century is unquestionably a matter of great public importance.

Future guidance is also definitely needed as all indications are that the Defendants have no sense of responsibility to carry out the intent of their founding donor to maintain a library in Edgefield or the intent of the hundreds of donors of documents to see that their family materials be preserved here on the Square in Edgefield. Every indication is that the ECL and its directors plan to go into some new and different direction other than to continue to maintain a library which has been the ECL's mission since its founding in 1928, nearly 100 years ago. There is no other

way to hold these board members accountable. As a self-perpetuating board, the current board members elect new board members without any input from members, the general public or their donors. Without allowing standing for the Plaintiffs in this action, the ECL and its board will be able to completely ignore the intent of their donors and the interests of the public. There is no other way to hold each of them accountable other than by granting the Plaintiffs standing and allowing the present action to proceed on its merits.

Signatures appear on the next page.

Respectfully submitted



Bettis C. Rainsford, Sr., *Pro Se*

P.O. Box 388

Edgefield, SC 29824

803-384-0013

brainsford@rainsforddevelopment.com



Greg W. Anderson, *Pro Se*

328 Wigfall Street

Edgefield, SC 29824

803-480-6317

greg@andersonlawfirm.us

July
~~June~~ 6, 2025

EDGEFIELD COUNTY GS\CP COURT
CLERK OF COURT CHARLES REEL
2026 JUL 06 PM04:06

Exhibit A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF EDGEFIELD	)	
	)	
Old Edgefield District Genealogy Society,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	C/A No. 2023-CP-19-00058
	)	
Edgefield County Civic League,	)	
	)	
<i>Defendant.</i>	)	
	)	

BRIEF OF *AMICUS CURIAE* BETTIS C. RAINSFORD, SR.

Introduction

The modern history of the Tompkins Memorial Library (“the Tompkins Library”) began in 1914 when Edgefield native and Southern industrialist, Daniel Augustus Tompkins (1851-1914), died, leaving \$10,000 in his Will to assist the efforts to maintain a library in Edgefield. Then, several years later, in 1927, Edgefield native and New York lawyer, John Rutledge Abney (1853-1927), died, leaving his substantial library to Edgefield. In 1929, the Edgefield Civic League (“the ECL”) was chartered, and the proceeds of Mr. Tompkins’ bequest were used by the ECL to acquire the building on the north side of the Square that was thereafter known as the Tompkins Library.

In the 1950s, the State of South Carolina began expanding its library program to establish regional libraries. Under this program, Edgefield County was joined with Aiken, Barnwell and Bamberg Counties to form the “ABBE Regional Library” and, in 1960, the Tompkins Library building became the Edgefield location for this regional library under the direction of the late

Nancy Crockett Mims (1909-1990). In 1983, a fire broke out in the interior of the Tompkins Library in which many books were burned or damaged. Fortunately, the building suffered only slight damage. However, it was decided that the Public Library needed a new and larger home. Thus, the County acquired the former Belk Department Store building which was located next door and converted it into the Edgefield County Public Library.

Following the fire, Mrs. Mims continued to keep the Tompkins Library open and focused her efforts on maintaining the Abney collection of books and building the collection of genealogical materials which she had assembled over the years. In 1985 she founded the Old Edgefield District Genealogical Society ("the OEDGS"). Several years later, in 1987, Mrs. Mims was also responsible for arranging for the ECL to acquire, with the funds accumulated over the years from the lease to the ABBE Library, the adjacent Lynch Building into which the library could expand in the future.

Sometimes around 1990, the then director of the Tompkins Library, Diane Timmerman, succeeded in getting the Town of Edgefield and Edgefield County to provide ongoing operational funding for the library, with funds being channeled through the ECL for the director's salary and utilities. (The Town's funding has continued, but the County's funding was terminated more than a decade ago.)

In 1998, the Lynch Building, which was owned by the ECL, was completely unoccupied and badly deteriorated with the back roof caved in and the first floor below being rotted through to the ground. Through a unique temporary lease arrangement with Concurrent Technologies Corporation ("CTC"), this building was restored at a cost to CTC of more than \$100,000.00 and made very functional with a new kitchenette and restrooms. As a part of this restoration, an opening was cut between the two buildings so that the library would be able to expand into the Lynch

Building when the CTC lease expired. By mid-2000, CTC had moved out and the Tompkins Library expanded into the Lynch building, newly restored for its benefit by CTC. The genealogical files were housed in the large rear room of the Lynch building and many of its genealogical books were moved into the main front room.

In 2006 a most informative exhibit, "Trailing Your Ancestors," financed by a grant secured by the Edgefield County Historical Society ("ECHS"), was installed on the west wall of the front room of the Lynch Building. This exhibit provides an introduction to those who are new to genealogy, explaining the history of settlement of this area and the subsequent movement of Edgefieldians to the western territories and states. This exhibit also shows the sources which are available for individuals researching their family history and a timeline of Edgefield history.

In 2010, the ECL and the OEDGS began a major project to expand the basement from the Tompkins Building into the space below the Lynch Building. When the project exceeded their budget and work had been effectively stopped, the ECHS came to the rescue by completing the project at a cost to the ECHS of more than \$15,000.00. Thus, with the help of many, the Tompkins Library has developed into one of the largest and best genealogical libraries in South Carolina, if not in the nation.

The most important assets of the Tompkins Library are the genealogical files on 2,500 families who lived in the Old Edgefield District, the 1,500 subject files and the thousands of historical, genealogical and reference books which have been donated over nearly forty years by hundreds, if not thousands, of individuals, families and other institutions, including the major collections donated by the ECHS, which donations constitute a very significant part of the Tompkins Library files.

Over the years, the Tompkins Library has had many volunteers who have donated thousands upon thousands of hours of their time to building this institution. A preliminary list of volunteers was recently put together showing some sixty-eight volunteers, a number of whom contributed literally thousands of hours each.

During all of this period, the ECL, with its separate board of directors, has continued to own the buildings, including the original Tompkins building, the Lynch building and the Old Edgefield Pottery building behind on Simkins Street. Other than acting as the landlord, the ECL's activities have been limited to paying the salary of the director of the library and the monthly utilities out of funds provided by the Town of Edgefield and the OEDGS. (The ECL has had no regular income of its own from which to contribute to these costs.)

It should be noted that the activity of the Tompkins Library created by the many historical and genealogical researchers has been a major boon for the local Edgefield economy, particularly for the restaurants, hotel and specialty retailers. Since this controversy began in early 2022, there has been a huge reduction in the number of researchers which has significantly hurt these businesses and the Town of Edgefield.

The Present Controversy

Beginning in late 2021, substantial friction began to develop between Doug Timmerman, who had been the longtime president of both the ECL and the OEDGS, and the other members of the board of the OEDGS. As a result, Mr. Timmerman added a number of new members to the board of the ECL, many of whom are fine people, but who were not properly briefed on the history, mission, structure and operations of the Tompkins Library. They were, however, given to understand that the OEDGS board members were bad people, and that they, as board members of

the ECL, had the power and responsibility to dominate and dictate terms under which the OEDGS operated in the Tompkins Library. This attitude resulted in a number of very high-handed and poorly considered actions by this newly constituted board.

During 2022, this controversy raged and became a topic of discussion not only throughout Edgefield County, but across the state and nation. *Amicus* has spent countless hours trying to find a solution to resolve the differences between the two organizations. However, each of the parties has dug in its heels and is unwilling to compromise or even to seriously consider alternative proposals.

Finally, in February of this year, the OEDGS filed this suit against the ECL as a claim and delivery action to acquire property which they claim to own. Pursuant to the Court's Order, Representatives of the OEDGS and the ECL have met and agreed upon a number of items – primarily furniture and equipment – for which the OEDGS had indisputable documentation of ownership, and those items have been removed from the Tompkins Memorial Library. Now, the remaining issue before the Court are the files on families and subjects, as well as the thousands of historical, genealogical and reference books that remain there.

As *Amicus* understands it, the Court has now challenged each of the parties to this case to submit conclusive evidence of ownership to any of the books, files and documents that remain in the Tompkins Library. *Amicus* is confident that the OEDGS, by its very knowledgeable and well-organized president, will have much conclusive evidence of ownership of many of the books and some items in the files that it may have purchased. Likewise, the ECL may have evidence of items which were located in the Tompkins Library prior to 1985 when the OEDGS was founded.

However, *Amicus* suspects that, after all conclusive evidence has been submitted to the Court, there will remain many books and the vast majority of the files and documents for which

neither party is able to submit conclusive evidence of ownership. The OEDGS will doubtless argue that all of the remaining books and files were donated to the OEDGS. To support this contention, it will point out that the majority of the documents in the files have been stamped "Property of the OEDGS."

However, *Amicus* believes that the vast majority of donors who have made donations of books, papers and other documents did not intend to donate them to the OEDGS or to the ECL *per se*, but rather they intended to donate them *to the Tompkins Library*, an institution which (1) had proper and adequate storage facilities, (2) on the Town Square in Edgefield, (3) a paid director, and (4) a substantial number of volunteers. Most of these donors did not know the difference between the ECL and the OEDGS: they just knew that there was a good and well-organized library on the Town Square dedicated to the preservation of the history of Edgefield County and Edgefield County families. In most cases, they had no idea that their donations were going to be stamped "Property of the OEDGS." Certainly, the ECHS, which made a substantial donation of two large collections as discussed below, did not intend that its donated collections would be claimed by the OEDGS and moved off the Edgefield Town Square.

Moreover, the Court should take judicial notice of two factors: (1) that the vast majority of the work in receiving, sorting and filing these donated books, files and papers was done by, and at the direction of, the Director of the Tompkins Library while she was a paid employee of the ECL with funds provided by the Town of Edgefield. (Thus, the citizens of the Town of Edgefield have a substantial vested interest in those books, files and other documents for which conclusive evidence of ownership has not been produced.), and (2) that most of the donations to the Tompkins Library would probably not have been made but for the enthusiasm of the many members and volunteers of the OEDGS. Thus, it is far from clear which organization has the best claim for the

ownership of the books, files and documents for which no specific conclusive evidence of ownership is produced.

The proposal offered by *Amicus* at the end of this Brief will provide the Court with a simple and equitable solution for the handling these books, files and documents. This proposal will allow each of the two parties to this action to go forward, and will allow *Amicus* to begin the process of filling the void (as discussed below) which has resulted from this insane destruction of a great institution simply because of egos and personalities and unwillingness of either of the two parties to compromise.

The Plans of Each of the Parties

The OEDGS: When the ECL changed the locks on the Tompkins Library and prohibited the OEDGS officers from entering the building, the OEDGS Board made the decision to move out of the real estate owned by the ECL. Various options were considered, including other sites on the Town Square and other sites in the Town of Edgefield, but the OEDGS Board has decided to move to a building in Johnston owned by the Town of Johnston which has offered to spend up to \$300,000 to outfit the building for the OEDGS to use.

Amicus and many others believe that this was a very bad decision. The success of the Tompkins Library for more than thirty years was due to (1) being on the Square in Edgefield in close proximity to the Edgefield County Archives which houses the official real estate, equity and probate records of the County, (2) being in the charming County seat, close to a variety of good restaurants and interesting museums, and, *very importantly*, (3) having a paid director – paid by the ECL with funds provided by the Town of Edgefield. Unless the Town of Johnston is ready, willing and able to provide that kind of ongoing operational support (and there is no indication that

it is), then the access of the public to any collections that the OEDGS may succeed in claiming will be greatly limited by whatever volunteers may be available at any given time.

Amicus believes that if the OEDGS moves to Johnston without an adequate budget to support a paid director, it will have a far reduced visibility to historical and genealogical researchers and its importance as an organization will be greatly diminished. Unfortunately, despite the obvious operational budgetary concerns which *Amicus* has repeatedly pointed out, the board of the OEDGS continues to be very unrealistic and oblivious to the reality of the challenges it will face.

Since the OEDGS announced its plans to move to Johnston, many former donors of books, documents and other items have voiced considerable opposition to their donated items being moved from the Square in Edgefield. Thus, there is a great deal unhappiness among the former Tompkins Library and OEDGS donors.

The ECL: For its part, the board of the ECL apparently plans to go forward in its current location with whatever files and books the Court may allow them to retain. However, with its current board members and staff who have almost no background in, knowledge of, or appreciation of Edgefield history or genealogy, and without any leader who has the passion, drive and capability of managing the Tompkins Library (as was done so successfully in years past by the OEDGS), *Amicus* believes that the Tompkins Library will completely lose its reputation as a functioning genealogical and historical library.

Over the last eight months *Amicus* has made numerous proposals to the ECL to reconstitute the Tompkins Library with a board and staff who have the background, knowledge and interest in the historical and genealogical mission of the Tompkins Library to ensure its continued success. He has had repeated meetings with the ECL president, the Mayor of the Town of Edgefield and

other persons that the Mayor wished to involve. For some of this time, the ECL president and other ECL board members gave indications that they were willing to reach such an agreement which would have addressed the problem. However, *Amicus* discovered that the ECL leadership was not negotiating in good faith, and has since made clear by its actions that the current leadership intends to remain in place and continue its uninformed and high-handed approach which brought about the demise of this wonderful institution the Tompkins Library.

The truly sad element in this is that these ECL board members apparently do not understand the enormous damage which they have done to the Tompkins Library and to the Town of Edgefield. Without any demonstrated interest in history or genealogy, their motivation appears to be only about maintaining their precious seats on the board of the ECL *to which organization none of the board members make any personal financial contributions or significant investments of time or effort*. How they are willing to hold onto their board seats while witnessing the demise of the Tompkins Library is beyond comprehension.

The Contributions of *Amicus* to the Development of the Tompkins Library

Amicus believes that the Tompkins Library has been, without a doubt, the most successful and meaningful institution formed in Edgefield during the last half-century. He has a major vested interest in this case, inasmuch as he has played, for more than twenty-five years, a significant role in the development of the Tompkins Library.

In 1998 *Amicus* was solely responsible for arranging for the above-described lease of the Lynch Building to CTC under which that company spent over \$100,000.00 restoring that building, opening up a door between the two buildings, and enabling the Tompkins Library to expand into the much-needed space of the Lynch Building.

In 2000, in the aftermath of CTC vacating the Lynch Building, *Amicus* oversaw the repainting and restoring of the interior of the Tompkins building at a personal cost to *Amicus* of approximately \$17,000.00.

In 2006 *Amicus* secured for the ECHS the \$20,000.00 grant to fabricate and install the “Trailing Your Ancestors” exhibit on the west wall of the Lynch Building.

By 2008, as the Historian and a board member of ECHS, *Amicus* had developed a deep appreciation of the enormous and remarkable progress that the Tompkins Library had made in organizing and building its archival collections and attracting historical and genealogical researchers from across the nation. He therefore proposed to the governing board of ECHS that it donate two large archival collections which it owned to the Tompkins Library. These archival collections were the extensive and invaluable papers of Mamie Norris Tillman (1875-1962) and Hortense Woodson (1897-1991), former presidents of ECHS who were widely acknowledged to be among the finest genealogists and historians in South Carolina, particularly in regard to Edgefield County and Edgefield County families. With the advocacy and support of *Amicus*, the board of the ECHS agreed to donate these collections.

The decision to donate these collections was not made lightly, but *Amicus* realized that if the ECHS tried to maintain and further develop its own collections and to provide public access thereto, it would be duplicating the well-organized and effective efforts already underway at the Tompkins Library. The ECHS’s collections constituted approximately fifteen to twenty banker’s boxes of materials. In contributing these collections, it was not the intention of the ECHS to contribute them to the ECL or to the OEDGS *per se*, but rather to contribute them *to the Tompkins Library*, an institution which (1) had proper and adequate storage facilities, (2) on the Town Square in Edgefield, (3) a paid director, and (4) a substantial number of volunteers.

Following the transfer of these collections of documents to the Tompkins Library, the Director and the volunteers properly and appropriately integrated them into the existing family, place name and subject files at the library, resulting in a major addition to, and improvement in, the archival collections of the Tompkins Library.¹

In 2010, *Amicus* secured the support of the ECHS for the basement expansion project of the Tompkins Library. *Amicus* personally oversaw the completion of this project at a cost to the ECHS of approximately \$15,000.00, most of which funds were supplied to ECHS by *Amicus*.

Amicus's Plan to Create a New Library

Due to petty personality differences by parties on both sides of this litigation, this great institution, the Tompkins Library, appears to be headed for oblivion. *Amicus* has no confidence that the ECL will take the steps necessary to manage and rebuild the collections in the Tompkins Library and to service the historical and genealogical researchers who would want to come there. He is therefore studying the possibility of getting the ECHS to establish its own historical and genealogical library here on the Town Square. If it does so, *Amicus's* large personal collection of historical and genealogical materials (which rivals in size and quality of that of the Tompkins Library) would be contributed to the ECHS's new library.

Amicus feels that the Tillman and Woodson Collections of the ECHS should be reclaimed from the Tompkins Library since the donor intention of the ECHS was that these collections would be publicly available on the Town Square under circumstances where capable and knowledgeable people would be there to oversee them. However, reclaiming these collections is not feasible, since

¹ *Amicus* later discovered that all of the documents contributed were stamped "Property of the Old Edgefield District Genealogical Society," although that had never been the intent of ECHS.

they have now been fully integrated into the family and subject files which are now claimed by both the ECL and the OEDGS. Identifying and extracting those specific documents which had previously been a part of the Tillman and Woodson collections would therefore be impossible.

The Proposal

In order to address this problem, *Amicus* would like to propose that the Court order that all of the books, files and documents for which conclusive evidence of ownership is not submitted be copied and three sets of these books, files and documents be produced, with one copy each being given to the ECL, the OEDGS and the ECHS. By so doing, these files and books would be available in three locations for the public and for historians, genealogists and other researchers. Using funds over which *Amicus* has discretionary authority, *Amicus* is prepared to provide the personnel and equipment to undertake this project of copying all such books, files and documents so that there would be no cost to either the ECL or the OEDGS. Thus, the Court is hereby offered a simple and equitable resolution of the issues which will remain after the parties produce all conclusive evidence of ownership.

Respectfully submitted,

Bettis C. Rainsford, Sr.
P.O. Box 388
Edgefield, SC 29824
803-384-0013
brainsford@rainsforddevelopment.com

Exhibit A

Books, Booklets and Papers Related to the History of Edgefield County Authored or Edited by Bettis C. Rainsford

The Economic Causes of Tillmanism, Bettis C. Rainsford, Harvard College paper, 1971.

The Central Business District Study for the Town of Edgefield, Bettis C. Rainsford, Floralia Nurseries, 1978.

The First Century of the Edgefield Mill, Bettis C. Rainsford, Concurrent Technologies Corporation, 1999.

The History of the Edgefield County Campus of Piedmont Technical College, Bettis C. Rainsford, Piedmont Technical College, 1998.

The Life and Times of Broadus M. Turner, Bettis C. Rainsford, with Tricia Price Glenn & Jane Gunnell, Edgefield County Historical Society, 2009.

The Story of Edgefield, 1st & 2nd Editions, Edgefield History Class, Bettis C. Rainsford, principal author and editor, Edgefield County Historical Society, 2009 & 2023.

The Founding of Edgefield County, Bettis C. Rainsford, Edgefield County Historical Society, 2010.

William Miller Bouknight, Bettis C. Rainsford, Edgefield County Historical Society, 2011.

Braidwood "Braidy" Holmes, Bettis C. Rainsford, Edgefield County Historical Society, 2011.

The Story of Halcyon Grove, Bettis C. Rainsford, Edgefield County Historical Society, 2011.

The Story of Darby Plantation, Bettis C. Rainsford, Edgefield County Historical Society, 2012.

The Story of the Pine House, Bettis C. Rainsford, Edgefield County Historical Society, 2013.

The Early History of Horn's Creek Church, Bettis C. Rainsford, Edgefield County Historical Society, 2014.

The Story of Holly Hill, Bettis C. Rainsford, Edgefield County Historical Society, 2015.

Memoirs of Litchwood, "I Have Things to Tell," Francis Butler Simkins Remembers the Edgefield of His Youth, Bettis C. Rainsford, editor, Edgefield County Historical Society, 2016.

The First Half-Century of Macedonia Baptist Church, the Edgefield Academy and the Paris & Andrew Simkins Families, Bettis C. Rainsford, Edgefield County Historical Society, 2021.

STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

Bettis C. Rainsford, Sr. and Greg
Anderson,

Plaintiff,

-VS-

The Edgefield Civic League, Beth
Thornton, George Thornton, J. Douglas
Timmerman, Jr., Rebecca Turner, Beth
Cali, and Patsy Smith,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2024-CP-19-00411

DEFENDANTS' REPLY BRIEF TO
PLAINTIFFS' RESPONSE BRIEF IN
OPPOSITION TO DEFENDANTS'
MOTION TO DISMISS

Defendants The Edgefield Civic League (the "League"), Beth Thornton, George Thornton, J. Douglas Timmerman, Jr., Rebecca Turner, Beth Cali, and Patsy Smith (collectively the "Defendants") respectfully submit this Brief in Reply to the Response Brief in Opposition to Defendants' Motion to Dismiss ("Response") submitted by Plaintiffs Bettis C. Rainsford, Sr. ("Rainsford") and Greg Anderson ("Anderson", collectively with Rainsford, the "Plaintiffs") and state as follows:

ARGUMENT

I. Plaintiffs' argument that they have public importance standing fails because the League is a private non-profit corporation.

In their Response, Plaintiffs attempt to establish standing via public importance standing also known as taxpayer standing. "We recognize three types of standing: (1) standing conferred by statute; (2) 'constitutional standing'; and (3) public importance standing. *S.C. Pub. Int. Found. v. S.C. Dep't of Transportation*, 421 S.C. 110, 117, 804 S.E.2d 854, 858 (2017) (citing *ATC S., Inc. v. Charleston Cnty.*, 380 S.C. 191, 195, 669 S.E.2d 337, 339 (2008)). "Unlike with constitutional standing, a party is not required to show he has suffered a concrete or particularized

injury in order to obtain public importance standing. *S.C. Pub. Interest Found. v. S.C. Transp. Infrastructure Bank*, 403 S.C. 640, 645, 744 S.E.2d 521, 524 (2013). Nor must he ‘show he has an interest greater than other potential plaintiffs.’ *Davis v. Richland Cnty. Council*, 372 S.C. 497, 500, 642 S.E.2d 740, 742 (2007). Requiring otherwise would undermine the purpose of public importance standing, which is to ‘[a]llow[] interested citizens a right of action in our judicial system when issues are of significant public importance to ensure[] ... accountability and the concomitant integrity of government action. *Sloan v. Greenville Cnty.*, 356 S.C. 531, 551, 590 S.E.2d, 338, 349 (2003).’ *Id.*, 421 S.C. 110, 118, 804 S.E.2d 854, 858–59. “For a plaintiff to have taxpayer standing, the party must demonstrate some overriding public purpose or concern to confer standing to sue on behalf of her fellow taxpayers.” *Sloan*, 356 S.C. 531, 549, 590 S.E.2d 338, 347–48 (citing *Beaufort County v. Trask*, 349 S.C. 522, 529, 563 S.E.2d 660, 664 (Ct.App.2002)).

Although the South Carolina Supreme Court recognizes that taxpayers standing may, in limited circumstances, support a lawsuit, even taxpayer status is not enough on its own. A taxpayer must still demonstrate a specific injury or “special interest” in the subject matter beyond that of the general public. *Sloan v. School Dist. of Greenville County*, 342 S.C. 515, 520, 537 S.E.2d 299, 301 (Ct. App. 2000) (citing *Mauldin v. City Council of Greenville*, 33 S.C. 1, 18, 11 S.E. 434, 434 (1890)). The *Sloan* court emphasized that such standing is appropriate only when taxpayers are trying to *hold public officials accountable* for alleged unlawful actions. *Sloan*, 342 S.C. at 523, 536 S.E.2d at 303. (emphasis added). All of the remaining cases cited by Plaintiffs in the Response that rely on the narrow public importance exception involve cases filed against government entities, not private entities or non-profit organizations.

Plaintiffs cite *Baird v. Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999) to form the basis that they have public importance standing. The facts in *Baird* are clearly distinguishable

from the facts in within action and, therefore, *Baird* provides no support for the Plaintiffs’ argument that they have standing. In *Baird*, the Supreme Court of South Carolina reasoned that doctors had standing to sue Charleston County – a public entity – when the County issued \$85 million in hospital revenue bonds to a non-profit corporation arm of MUSC. Importantly, the plaintiffs in *Baird* did not sue the nonprofit itself, but instead challenged the County’s decision to issue bonds, arguing that the nonprofit did may not qualify as a “public agency” under the relevant statute. *Baird*, 333 S.C. 519, 536, 511 S.E.2d 69, 78 (1999).

Plaintiffs in the present case are not suing public officials or challenging the actions of a government entity. Rather, they seek to impose fiduciary duties on a private nonprofit organization based solely on the organizations receipt of public funds. The courts analysis in *Sloan* does not support extending taxpayer standing to suits against private entities and Plaintiffs allege no unlawful conduct by a government entity or actor. This type of generalized grievance is exactly what the courts in *Sloan* and *Baird* reject. Defendants’ reliance on public interest or public funding does not bring their claim within the narrow scope of taxpayer standing recognized in South Carolina. As the Plaintiffs have failed to meet the requirement of public importance standing because the within action is against the League, a private non-profit organization and its current and former board members, the Court need not consider Plaintiffs’ argument that future guidance is required, another element to establish public importance or taxpayer standing. The Plaintiffs’ claims are ones of general grievance, not a genuine public-importance controversy that deserves special standing. Accordingly, Plaintiffs’ attempt to rely on the public importance exception to establish standing does not hold as a matter of law.

Further, the arguments in the Response run contrary to allegations in the Complaint regarding the nature of the League. In a meager effort to meet this element of public importance

standing, they complete reverse course and now allege that the League is a public entity. “Having accepted public funding for more than thirty years, the ECL is unquestionably a public entity”. Response, p.16 ¶ 2. The only rationale for this purported conversion from a private non-profit corporation to a public entity is the reference to the amount of funds the Town of Edgefield has disbursed to it. No other factual allegations, case law, or statutory authority have been cited to support this proposition.

Despite Plaintiffs’ protestations to the contrary in their Response, the League is clearly a private entity as Plaintiffs even allege in the Complaint. Plaintiffs admit in their Complaint that the League was incorporated as a South Carolina non-profit corporation. Compl. ¶ 15. At no point in their Complaint do they allege that the League surrendered its private, non-profit status to become a department or other entity of the Town of Edgefield or any other governmental body. In fact, Plaintiffs allege in the Complaint that the Edgefield County Historical Society (“ECHS”) proposed a merger with the League. Rainsford is the Historian of the ECHS. “With the merger of the two organizations, the Tompkins Library could be immediately restored to its dual roles in Edgefield as (a) a historical and genealogical library and (b) a welcome center.” Compl. ¶ 57. In its prayer for relief, Plaintiffs request that the Court “require the merger of the ECL (the League) into the ECHS”. In their Response, they now contend the League is a public entity. By that rationale, the ECHS could not possibly merge with the League. The Plaintiffs cannot simultaneously contend in their Complaint that the League is a non-profit corporation with which they seek to merge with the ECHS and argue in their Response that the League is a public entity.

II. Plaintiffs cannot supplement their deficient Complaint by relying on new allegations presented for the first time in their Response to Defendants’ Motion to Dismiss.

In considering a motion to dismiss, the trial court must base its ruling solely on the

allegations of the Complaint. *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (S.C. 2007). Just as a Defendants must limit their argument in their motion to dismiss to the allegations set forth in the Complaint, so must the Plaintiffs when responding to the Motion. In their Response, Plaintiffs allege numerous facts not pled in their Complaint. One such example is the allegation that “the Town of Edgefield has made financial contributions to the library totaling \$400,000”. Response, p.2 ¶ 3. The new allegations in the Response that the League is a public entity which directly contradict their allegations in the Complaint that it is a non-profit corporation subject to a merger with the ECHS have been made as a merely belated attempt to establish standing. Therefore, said allegations should not be considered in ruling on Defendants’ Motion to Dismiss.

For the reasons set forth herein, the Court should disregard Plaintiffs’ attempts to establish doctrine via taxpayer or public importance standing and grant Defendants’ Motion to Dismiss the within case with prejudice.

Dated: July 11, 2025

TURNER PADGET GRAHAM & LANEY, P.A.

S/John B. Kelchner
 John B. Kelchner, S.C. Bar 13589
 P.O. Box 1473 (29202)
 1901 Main Street, Suite 900
 Columbia, SC 29201
 Telephone: 803-227-4234
 Email: jkkelchner@turnerpadget.com
Attorney for Defendants

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF EDGEFIELD	)	
	)	2024-CP-19-00411
Bettis C. Rainsford, Sr. and	)	
Greg W. Anderson	)	
	)	PLAINTIFFS' MOTION
<i>Plaintiffs,</i>	)	TO RECONSIDER ORDER
	)	OF DISMISSAL
v.	)	
	)	
Edgefield Civic League, Beth Thornton,	)	
George Thornton, J. Douglas Timmerman, Jr.,	)	
Rebecca Turner, Beth Cali, Patsy Smith,	)	
	)	
<i>Defendants.</i>	)	

Plaintiffs, Bettis C. Rainsford, Sr. and Greg W. Anderson, hereby give notice and moves this Honorable Court, pursuant to South Carolina Rule of Civil Procedure 59(e), to reconsider its Order of Dismissal entered July 29, 2025. This Motion is filed within ten days of receiving the Order.

INTRODUCTION

A Rule 59(e) motion not only acts as a vehicle to request the trial court "to alter or amend the judgment, but also as a vehicle to seek reconsideration of issues and arguments." *Elam v. the South Carolina Department of Transp.*, 361 S.C. 9, 21, 602 S.E.2nd 772, 778 (2004). "A motion under Rule 59(e) long has been viewed aa a motion for reconsideration despite the absence of those words from the rule." Consequently, a party usually is allowed to ask the Court to reconsider its decision even if it means rehashing all or part of an argument previously presented. *Id.* (citing *Arnold v. State*, 309 S.C. 157, 420 S.E.2nd 834 (1992) (quoting *Budinich v. Becton Dickinson and Co.*, 486 U.S. 196, 200, 108 S.Ct. 1717, 1720, 100 L.Ed.2nd 178, 184 (1988)). "There is nothing inherently unfair in allowing the party one final chance not only to call the court's attention to a

possible misapprehension of an earlier argument, but also to revisit a previously raised argument. It is inherently unfair to disallow such an opportunity.” *Id.*

ARGUMENT

The Plaintiffs respectfully submit that the Court’s finding is in error. The Court’s decision is based upon the fact that the ECL (League) is not “a political subdivision or governmental department or entity.” The Court then found that “because these are private organizations, it is inappropriate to apply the law of taxpayer standing.”

While it is true that the majority of cases in which the South Carolina courts have accorded public importance exception standing to plaintiffs, a governmental body has been the defendant, the South Carolina Supreme Court has never explicitly held that the public importance exception is limited to cases involving governmental entities. Indeed, in the Baird case (*Baird v. Charleston County*, 333 S.C. 519, 1999), the court stated that “*standing may be conferred upon a party when an issue is of such public importance as to require its resolutions for future guidance. No longer was a litigant required to have a personal stake in the outcome of the litigation* (Emphasis added).” At no point in their decision did the Court suggest that the public importance exception should be limited to cases involving governmental bodies. Nor have we found any other case where a court has explicitly stated that the public importance exception is limited to government entities.

Indeed, in one case where the public importance exception to the standing requirement was addressed, *Carnival Corp. v. Historic Ansonborough Neighborhood Ass’n*, 407 S.C. 67, (2014), the court ultimately denied the plaintiff groups’ standing, but it did not base its denial upon the lack of a governmental unit not being the original defendant, but rather based its denial on the fact that “the claims asserted by Plaintiffs could be brought by other parties who can show the required injury.” It also suggested that the principal issues there related to the applicability of the zoning

ordinances which could be reformed “at the ballot box.” The Court had every opportunity to base its denial of standing on the lack of a government entity as the original defendant, but it chose not to do so.

Another case on point is the case of *Sloan Ex Rel. State v. Friends of the Hunley, Inc.*, 369 S.C. 20, (2006). In that case, the defendant was a non-profit corporation dedicated to the recovery and conservation of the Confederate submarine, the H.L. Hunley, which had received \$13 million in state funding. The Plaintiff had requested documents from the Defendant pursuant to the Freedom of Information Act. Initially, the Defendant refused to provide those documents, contending that the corporation was not subject to FOIA, but after the Plaintiff filed a complaint, the Defendant did provide the requested information. The Court did not directly address the public importance exception to standing in this case, but instead noted that the Plaintiff had standing based upon the FOIA act. Again, the Court could have taken the opportunity to deny public importance exception standing because the defendant was a non-profit corporation. However, it chose not to do so.

The case of *Evins v. Richland County Historic Preservation Commission*, 341 S.C. 15, 532 S.E.2d 876, (2000), previously cited by the Plaintiffs, is particularly instructive for our case. The profile of the plaintiff is exactly as the profile of the Plaintiffs in this case: Evins was an ordinary citizen seeking to reverse actions taken by a board that were “of such public importance as to require its resolution for future guidance.” The principal defendant in the *Evins* case, the Richland County Historic Preservation Commission, was presumably created as an entity by act of the legislature, while in our case, the ECL (League) was created by a charter issued by the South Carolina Secretary of State (Paragraphs 10, 15 and Exhibit A of the Plaintiffs’ Complaint). However, both organizations were created for the same sort of purposes and both received

substantial taxpayer support (which was more than adequately claimed for the ECL (League) in paragraphs 18, 20 & 30 of the Plaintiffs' Complaint). The Plaintiffs see no reason why, under circumstances where both defendants have each been funded primarily by taxpayer support, the Plaintiff in the *Evins* case should be afforded public importance standing, while the Plaintiffs in this action are denied such standing. *Given the complete dereliction of duty on the part of the Defendants in our case which resulted in the complete loss of Tompkins Library in violation of the Will of D.A. Tompkins, the intentions of hundreds of donors to the Library over the years and more than thirty years of public funding, the Plaintiffs in this action certainly deserve the benefit of the public importance exception to standing.* Otherwise, there is no other remedy for the destruction of one of the most significant institutions in the history of Edgefield County. There are no other "parties who can show the required injury" and no remedy "at the ballot box."

The Plaintiffs believe that the applicability of this public importance exception to the standing requirement is particularly important when boards of non-profit institutions are self-perpetuating – that is, when the organization has no members to elect or otherwise fill vacancies on the board and no other mechanism to provide input from the public, and the power to fill vacancies is left entirely to the discretion of current board members. *Under this structure, boards can, and often do, completely abandon the purpose and mission of the organization and completely ignore the intent of the founding donors and of other donors who have made the organization a success.* Without providing standing to members of the public or to intended beneficiaries in cases like this one before the Court, there is no other mechanism to hold board members accountable. Justice REQUIRES that standing should be provided to the intended public beneficiaries of non-profit, charitable foundations!! Otherwise, these intended public beneficiaries will have no relief!!

“Citizens must be afforded access to the judicial process to address alleged injustices.” *Carnival Corp. v. Historic Ansonborough Neighborhood Ass’n*, 407 S.C. 67, 69, (2014).

**MR. RAINSFORD’S NON-APPEARANCE
AT THE JULY 7TH MOTION HEARING**

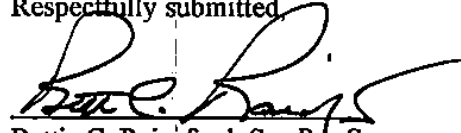
Plaintiff Rainsford also wishes to take this opportunity to acknowledge that he was not present at the Motion Hearing on July 7, 2025 and to apologize to the Court for his absence. The Plaintiffs filed their action on December 20, 2024; the Defendants filed their Motion to Dismiss on February 27, 2025; and since that time both of the Plaintiffs have been very anxious to have a public hearing scheduled to address the Defendants’ Motion. They had approached the Honorable William Keesley, as administrative judge for the 11th Judicial Circuit, on several occasions trying to schedule public hearing in open Court so that this entire case could come before the citizens of the Town of Edgefield and other interested parties. Much to their chagrin, no such public hearings had been accorded the citizens in the case of *OEDGS v. the Edgefield Civic League*. All of March, April, May and June went by with no date set for the hearing. Unfortunately, when a hearing was finally set for early July, it was scheduled on a date when the Plaintiff Rainsford had an unavoidable family obligation in Wyoming.

After long discussions about this issue with his co-Plaintiff, Mr. Anderson, and understanding the difficulty of arranging yet another hearing date at which he could appear, the Plaintiffs concluded that Mr. Anderson could adequately present the Plaintiffs’ case at the hearing. Although his current position as Probate Judge for Edgefield County prohibited him from officially representing Mr. Rainsford in this case, in his prior career as a practicing attorney in Edgefield County, Mr. Anderson had represented Mr. Rainsford on many occasions, and Mr. Rainsford was fully confident that Mr. Anderson, acting in his own *pro se* capacity, could adequately make the case for the denial of the Motion to Dismiss.

However, Mr. Rainsford wants to make clear to this Court that he has been fully engaged in this case and in the previous controversy between the Old Edgefield District Genealogical Society and the Edgefield Civic League. He spent countless hours trying to find a solution to resolve the differences between these two organizations, and when neither organization was willing to compromise, he attempted to file his *Amicus Curiae* brief in which he offered to assume the cost of copying all of the files at the Tompkins Library. Although it was not possible for him to appear in person in this present case, he had spent an enormous amount of time working with Mr. Anderson in preparing the Plaintiffs' Response Brief in Opposition to the Defendants' Motion to Dismiss. As a graduate of the University of South Carolina School of Law (although he never practiced law or was a member of the bar), Mr. Rainsford believes that he made truly meaningful contributions to the Plaintiffs' brief and stands ready to address any questions that the Court might have.

Signatures appear on the next page.

Respectfully submitted



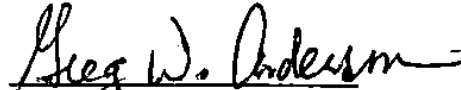
Bettis C. Rainsford, Sr., *Pro Se*

P.O. Box 388

Edgefield, SC 29824

803-384-0013

brainsford@rainsforddevelopment.com



Greg W. Anderson, *Pro Se*

328 Wigfall Street

Edgefield, SC 29824

803-480-6317

greg@andersonlawfirm.us

29
August ~~X~~ 2025

2026 JUL 06 PM02:13

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF EDGEFIELD	)	2024-CP-19-00411
	)	
	)	
	)	
BETTIS C. RAINSFORD, SR., ET	)	
AL,	)	
	)	
PLAINTIFFS,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
EDGEFIELD CIVIC LEAGUE, ET AL,	)	
DEFENDANTS.	)	
	)	

July 7, 2025
Edgefield, South Carolina

B E F O R E:

THE HONORABLE MARTHA M. RIVERS, JUDGE.

A P P E A R A N C E S:

GREG ANDERSON, ESQ.
Attorney for the Plaintiffs

JOHN BRIAN KELCHNER, ESQ.
KARL S. BREHMER, ESQ.
Attorney for the Defendants

Penny M. Johnson
Court Reporter III

I N D E X

(There were no witnesses called.)

E X H I B I T S

(There were no exhibits submitted.)

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P R O C E E D I N G S

1
2 THE COURT: This is the case of Bettis C. Rainsford,
3 Sr., vs. Edgefield Civic League, 2024-GS-19-00411. I did
4 have the chance to review several of the filings prior to
5 coming. I understand this is a motion to dismiss in this
6 matter.

7 Who's going to argue the motion to dismiss?

8 MR. KELCHNER: I am, Your Honor. John Kelchner on
9 behalf of the Defendants.

10 THE COURT: Mr. Kelchner, you may proceed.

11 MR. KELCHNER: Thank you, Your Honor. I think, first
12 of all, the fact that Mr. Rainsford is here and representing
13 himself -- is not here and representing himself is a
14 concern. Mr. Anderson has clearly stated that he is
15 representing himself and not Mr. Rainsford.

16 THE COURT: Is it Rainsford or Rainsford? I always
17 heard Rainsford.

18 MR. KELCHNER: I think locally they say Rainsford.

19 THE COURT: All right. Thank you for correcting me.

20 MR. KELCHNER: It's my understanding that Mr. Anderson
21 is not representing him. Mr. Anderson previously
22 represented that he was joining in in some form or fashion.
23 The fact that he's not here, I think is pertinent and should
24 be further basis the motion to dismiss particularly as to
25 Mr. Rainsford should be granted.

1 THE COURT: Mr. Anderson, I think you can appreciate, I
2 do have an issue if you're not technically representing him,
3 although you are an attorney licensed, that was the first
4 question, because as you know, you can't represent anything
5 to the Court for anybody else if you're not an attorney
6 licensed. What is the situation with Mr. Rainsford today?

7 MR. ANDERSON: He is out of town. He had to be out of
8 town. He knew that about two weeks ago. I really cannot
9 speak for him. He joined me in this complaint. He --

10 THE COURT: Well, I understand you're not speaking for
11 him --

12 MR. ANDERSON: Right. But the decision, though, would
13 apply to both of us. If you grant their motion to dismiss,
14 that would apply to both of us and if you did not, it would
15 apply to both of us. So the argument that I'm giving today
16 would be for me, but if I won, then that would apply to him
17 as well.

18 THE COURT: Thank you, sir. And I think the Defendant
19 is saying, at least, dismiss one of them if you don't
20 dismiss both of them; is that right?

21 MR. KELCHNER: That is correct, Your Honor. I would
22 disagree with Mr. Anderson's analysis. I believe Mr.
23 Rainsford did not file a motion of continuance. I'll put
24 that on the record as well. So the fact that he is not here
25 would be just like if he had filed the case himself.

1 But I'll proceed with the motion. As Your Honor noted,
2 I did file memorandum in support of the motion. I checked
3 the public index, did not an opposing brief. I believe Mr.
4 Anderson had mentioned that he had a brief, but I have not
5 seen any response.

6 Your Honor, this matter, ultimately, comes down to the
7 fact that the Plaintiffs are just simply unhappy about the
8 result in a private lawsuit between two private nonprofit
9 corporations, the old Edgefield District Genealogical
10 Society and the Edgefield Civic League, both of which are
11 nonprofit organizations. I would request that the Court
12 take judicial notice of the case 2023-CP-19-0005, that is a
13 case where there have been filings. And one pertinent order
14 pertaining to that is applicable specifically to this case
15 that I will mention in my argument.

16 The Defendants are obviously the Civic League and
17 various individuals who are either former members or current
18 board members of the civic league. That lawsuit, as I
19 mentioned, there was a settlement reached in that previous
20 lawsuit. Neither Plaintiff was a board member of either the
21 OEDGS, the Old Edgefield District Genealogical Society, or
22 the Edgefield Civic League. For short, you'll probably hear
23 me calling the Defendant the Civic League or the League.
24 But neither -- Mr. Rainsford claims in his complaint that he
25 was a board member of the Civic League, but that board

1 membership expired as of 2012. So neither party -- neither
2 Defendant -- or neither Plaintiff was a board member at the
3 time of the action the Genealogical materials was filed or
4 when they were settling.

5 One other factual item referenced in the complaint, I
6 believe this, perhaps, pertains more to Mr. Rainsford's
7 allegations that as a member of the Edgefield County
8 Historical Society proposed a merger with the Civic League,
9 but the board members of the Civic League rejected that. I
10 bring that up more to reference the relief requested where
11 they demand -- they require a merger Edgefield County
12 Historical Society.

13 Your Honor, first of all, the Plaintiffs have no
14 standing whatsoever for this lawsuit. They're private
15 individuals. Again, I mentioned that they were not members
16 of the Civic League. There's no fiduciary duty owed to
17 individual members of the public. They may be dissatisfied
18 or disappointed in the way that matter resolved itself, but
19 simply put, there is no standing.

20 The three elements of Constitutional standing is there
21 must be injury in fact, invasion of a particularized legal
22 protected interest, causal connection between the conduct
23 complained of, the injury and the conduct complained of the
24 injury and a likelihood the injury redressed in favorable
25 decision.

1 We don't even get past the first one in this case, Your
2 Honor. To have standing, you must have a personal stake in
3 the subject matter of the litigation and a party who has a
4 real material or substantial interest in such a matter in
5 the action as opposed to one who has only nominal or a
6 technical interest.

7 Both Mr. Rainsford or Mr. Anderson have referenced that
8 they contributed items over the years to what they described
9 as the library, which is owned -- the Tompkins Library,
10 which is owned by the Civic League. They referenced
11 contributions, whether it be monetary or documentation that
12 they had submitted over the years. However, they don't
13 claim that they retain ownership of any of those items.
14 They were -- basically, they were just contributions in
15 which they made a donation.

16 Throughout, there is some vagaries as to whomever they
17 claim that the fiduciary duty was owed. The most specific
18 allegation would be in paragraph 40 of their complaint where
19 it says ECL and each individual defendant directors each
20 owed a fiduciary duty of care, loyalty and good faith to the
21 general public, including the Plaintiffs.

22 Well, they don't allege that there's been any
23 individual harm to them at all. No pecuniary loss, no
24 monetary damage. They don't illuminate any sort of
25 financial loss whatsoever. As a matter of fact, this

1 particular issue was heard in the previous case. I would
2 respectfully request that the Court take judicial notice of
3 the order that I attached as an exhibit to my memorandum in
4 which Mr. Rainsford attempted to intervene as a party in
5 that case. The Court specifically stated that Mr. Rainsford
6 did not have an interest and the dispute between the
7 ownership of the materials at the time remained between the
8 Civic League and the OEDGS. And the Court as special
9 referee in that matter denied Mr. Rainsford's motion, which
10 I would argue has a res judicata effect in this particular
11 matter in saying that he has any individual interest in this
12 case.

13 Even if you were to consider that there is some sort of
14 fiduciary duty or they had some sort of standing pursuant to
15 12(b)(6), they don't adequately state that there is a breach
16 of any fiduciary duty as to them. They don't illuminate any
17 sort of existence of breach of duty or damages that they
18 incurred. These are two non-profit corporations.

19 As I said before, there -- Mr. Rainsford nor Mr.
20 Anderson were board members. There's no duty from the Civic
21 League to either one of them. Just because they don't like
22 the way the settlement worked out, just by being private
23 members of the County of Edgefield, that doesn't give them
24 the right to retroactively attempt to intervene in that case
25 or try to set aside or -- I believe one of the requests for

1 relief was to retrieve the assets of the Civic League. I
2 don't know if they're asking for the Civic League to
3 retrieve the assets for them or for them personally.

4 There's some appearance that there is a -- consider
5 maybe a derivative action. I lightly touched on this in my
6 memorandum. Obviously, the element to that did not apply
7 either. First of all, the complaint is not verified.
8 Secondly, neither Plaintiff is a member of the Civic League.
9 A derivative action is one that is brought by a member at
10 the time of the transaction which the complaints occurred.

11 Now, it's entirely possible, not probable that the
12 Plaintiffs want to argue that they somehow have third party
13 standing to bring this action. Although there is no
14 specific establishment or allegation that they themselves
15 have the right to as opposed to any other citizen. Third
16 party standing is one that is more applicable to a
17 parent/child relationship. There must be some sort of
18 hindrance in a third party's ability to protect their own
19 interest. There's no hindrance because there's no third
20 party that they particularly represent. They certainly
21 don't have the right to purport to represent the public at
22 large any more than any other private citizen would.

23 To the extent that they would argue any sort of
24 taxpayer citizen standing. Again, that's not applicable
25 because we're dealing with two non-profit corporations. If

1 this were a situation where a taxpayer citizen standing
2 would be applicable, that may deal with this Town of
3 Edgefield allegedly misappropriating the use of public
4 funds, at which point, there is an exception to the
5 Constitutional standing rule that there be some direct
6 interest by the individual at large. These aren't
7 governmental.

8 So there's no basis by which there's any sort of
9 standing that either Plaintiff has alleged. I would
10 reiterate the fact that Mr. Rainsford is not here today, at
11 the very least, Your Honor, that the matter be dismissed as
12 to him surely by a matter of default.

13 I have nothing further at this time, Your Honor. I
14 respectfully request to have the opportunity to rebut the
15 arguments that the Plaintiff would make.

16 THE COURT: Thank you, sir.

17 Yes, sir, Mr. Anderson.

18 MR. ANDERSON: Thank you, Your Honor, may it please the
19 Court? I have a couple of briefs -- I mean, a brief for the
20 Defense.

21 Your Honor, could you get me straight, I'm not sure who
22 this gentleman is here?

23 THE COURT: Mr. Brehmer.

24 MR. ANDERSON: And who does he represent?

25 THE COURT: I'll let him tell you.

1 MR. ANDERSON: Who do you represent?

2 MR. BREHMER: I represent George and Elizabeth Thornton
3 personally.

4 THE COURT: Thank you, sir.

5 MR. ANDERSON: Do we have to continue to serve him?
6 I've been dealing with Mr. Kelchner and I assumed he
7 represented all the Defendants.

8 MR. BREHMER: He does.

9 MR. ANDERSON: So we'll continue to do it that way?

10 MR. BREHMER: That's fine.

11 THE COURT: You're not requesting any additional
12 service?

13 MR. BREHMER: I had filed a notice of appearance for
14 Mr. and Mrs. Thornton on the AIS system and I get all the
15 services that go through the court system. But I am one of
16 the counsel of record for Mr. and Mrs. Thornton.

17 THE COURT: So that's George and Beth Thornton; is that
18 right?

19 MR. BREHMER: That's correct.

20 THE COURT: So, Mr. Ketchner, apparently, at some
21 point, you were potentially representing all the
22 individually named Defendants?

23 MR. BREHMER: He still does.

24 THE COURT: Is he still representing the Thorntons?

25 MR. BREHMER: He is.

1 THE COURT: So the Thorntons have just brought you on
2 as additional counsel; is that correct?

3 MR. BREHMER: Yes, Your Honor.

4 THE COURT: Thank you, sir.

5 Yes, sir.

6 MR. ANDERSON: Thank you, Your Honor. May it please
7 the Court?

8 By way of introduction and to try to explain a little
9 bit to you about the situation on the Plaintiffs. Again, my
10 name is Greg Anderson. I was born and raised in Edgefield.
11 I have been practicing law since 1980. A couple of years
12 ago, I retired and I immediately was appointed to the
13 Probate Judge by the Governor of our state. That is why I
14 cannot represent anybody else in this matter. As a sitting
15 judge, I cannot do that. But I can represent myself and
16 that's what I'm doing today.

17 THE COURT: Yes, sir. And I have read through your
18 complaint in this matter. I really did enjoy reading the
19 history of the genealogical material and museums and that
20 sort of thing. I have spent a lot of my adult life driving
21 through Edgefield from Barnwell County, Aiken County going
22 to the upstate, so I don't know a lot about all that, but I
23 did appreciate what you provided.

24 MR. ANDERSON: Well, Your Honor, by way of further
25 background, hoping that I clarified Plaintiffs and where we

1 stand on that. Let me give you my view of the background of
2 this case. As I've started off in my brief, recently, the
3 OEDGS, which is the genealogical society, and Civic League
4 signed a settlement agreement which completely shocked the
5 citizens of the county because it gave away the majority of
6 the assets of the old historical monumental institution
7 called the Tompkins Library, which has been in Edgefield,
8 been a mainstay, been the key to this county for over a
9 hundred years. No other entity can say that except for the
10 Tompkins Library. Now, it is a shell of what it used to be
11 because they signed that separation agreement -- I mean, the
12 settlement agreement.

13 Now, to give you a little bit of history about that,
14 the settlement agreement was signed because of litigation
15 between the Civic League and the OEDGS. Civic League was
16 formed and incorporated in 1928, was given the
17 responsibility of maintaining and operating the Tompkins
18 Library.

19 In 1985, the OEDGS was formed because it had similar
20 assets that the Civic League had. It moved into the two
21 buildings owned by the Civic League and where the Tompkins
22 Library was located. That arrangement worked for a while
23 and in 1994, they reduced their agreement to writing and put
24 forth many of the things they had already agreed on.

25 And one key thing that they included in that was the

1 OEDGS was not required to pay any rent. In lieu of rent,
2 they had to do other things. And they did those other
3 things. And they operated on that agreement until recently
4 when a president, who was, also, president of OEDGS went to
5 the OEDGS and said you're going to have to start paying rent
6 and gave him two lease proposals, both of which required
7 them to start paying rent, although they had done nothing
8 wrong under the 1994 agreement. Said you got to start
9 paying rent.

10 OEDGS said we cannot pay rent, we're telling you we
11 can't pay rent. We're going to get our stuff out. When
12 they went to get their stuff out, law enforcement was
13 called, trespass notices were issued, so OEDGS had no choice
14 but to file a claim and delivery action to get their stuff
15 out. A year and a half later, they signed the settlement
16 agreement.

17 Now, since the time that that was signed, we have tried
18 -- I have tried to talk to people connected with the Civic
19 League to find out what happened. Because it shocked me, it
20 shocked a lot of people in this county, this town, why it
21 was being closed down or a shell of itself. Well, they
22 wouldn't talk to us.

23 And if I may just read in the settlement agreement it
24 contained a paragraph 22, and I'm going to read part of it.
25 It says, The parties agree to keep this settlement and all

1 of the terms of the agreement strictly confidential and not
2 to disclose any of the terms of this disagreement, whether
3 in whole or in part to any individual, except to the
4 parties' attorneys, accountants, auditors or other
5 professional business or advisors who have a need to know.

6 So with that, the citizens of Edgefield and me and Mr.
7 Rainsford could not find out what happened.

8 THE COURT: Now, Mr. Anderson, it's been told to me and
9 I think you put it in your complaint that these are
10 non-profit corporations, correct? They're not government
11 entities; is that right?

12 MR. ANDERSON: No, ma'am, that is not right. Let me
13 explain that to you. I know that the main basis for why
14 they're wanting this case to be dismissed is because of lack
15 of standing. Our basis for standing is the public
16 importance doctrine set forth by our Supreme Court in 1999.
17 It was a landmark case of Baird vs. Charleston County. That
18 case said that --

19 THE COURT: Are these government entities in any way?

20 MR. ANDERSON: Well, the Civic League has been given --
21 pursuant to a Freedom of Information Act request, we found
22 out that the Town of Edgefield had given the Civic League
23 \$400,000 over the last 30 years. So we think that makes it
24 a public entity. That is the very definition of a public
25 entity.

1 THE COURT: Are you saying it's a political subdivision
2 of the city?

3 MR. ANDERSON: It is a political subdivision under the
4 terms of the Baird decision.

5 Now, the Baird decision, again, set forth in 1999 said,
6 and I quote, Standing may be conferred upon a party when an
7 issue is of such public importance as to require its
8 resolution for future guidance. No longer was a litigant
9 required to have a personal space in the outcome of the
10 litigation.

11 The Supreme Court recognized the need for members of
12 the general public to come before a court and seek a remedy
13 exactly like in this case. The Baird decision is exactly
14 like this case. This case was tailor made for the Baird
15 decision. It said you had to have two things, a matter of
16 public importance, resolution was needed for future
17 guidance. That's what it said in the decision.

18 THE COURT: I understand this is genealogical material,
19 but define in the matter of public importance.

20 MR. ANDERSON: Well, first, let me just tell you, the
21 case was decided in 1999. Since that time, over a hundred
22 cases have been decided by our appellate courts enhancing
23 that decision because of this day of transparency. And it
24 said you had to have public importance -- and I have cited
25 those in my brief. By the way, the most high profile one

1 was last in Itison vs. South Carolina Department of
2 Education, that was the school case which would never had
3 gotten into court would it not have been for the Baird
4 decision. The taxpayers sued saying that this freedom of
5 choice thing the legislature did was unconstitutional.
6 Would not have had standing had it not been for the Baird
7 case.

8 Now, public importance. The Civic League is definitely
9 a situation that has public importance. They have been in
10 existence since its creation in 1928. Since 1928, it has
11 done a few other things like beautify the town from time to
12 time, have dinners from time to time, but it's main function
13 as set out in the will of D.A. Tompkins was to maintain that
14 library. That was the key function it was supposed to do
15 and has done it all these years. It has been given almost
16 \$400,000 from the Town of Edgefield. That in and of itself
17 is the definition of public entity. So it is a public
18 entity.

19 Of public importance, this was a library that people
20 came not just from Edgefield County, not just from South
21 Carolina, not just from the United States, but from all over
22 the world because they knew that at one time in our history
23 that Edgefield was a key player on the world stage.

24 Back in the 1800's when they wanted to have a statewide
25 meeting, they didn't go to Columbia, they didn't go to

1 Lexington, they didn't go to Charleston, they came right
2 here to this very courtroom that we're in right now. That
3 is where they had statewide meetings. It was a key player.

4 So people wanted to come back and research all that and
5 find out how their genealogy fit into all that and they
6 could find it out at the Tompkins Library. That's why we
7 had people from all over. It benefited the town in every
8 way. The gas stations appreciate it. The restaurants
9 appreciated it. The motels appreciated it. Everybody
10 appreciated these people coming in from out of town. They
11 don't come any more because it's a shell of what it used to
12 be.

13 THE COURT: All right. Do you have -- I understand
14 that argument. Do you have anything to show me as to that
15 argument of public importance? Because what I'm thinking
16 about, in 1928, we all had to drive to the different
17 courthouses to do any kind of genealogical research,
18 particularly these older ones, the district ones. But
19 today, people go on the internet and do a lot of that
20 research. And especially, post-Covid when the clerks kind
21 of shut down and a lot of clerks sent all of their material
22 to the state depository. Back in the day, I think Edgefield
23 probably kept theirs. Barnwell County kept theirs, didn't
24 send it to Columbia. So do we have any information as of
25 the modern times this providing of public benefit?

1 MR. ANDERSON: We do. They kept records of who came in
2 to research. I don't have those with me, but they do have
3 those records. I understand what you're saying about modern
4 day time, but there was still people that wanted to see --
5 some of it was not put online and some people wanted to see
6 the original documents. And especially when it came to
7 genealogy. That was stuff that could not actually be put
8 online.

9 And speaking of that, Your Honor, there were other
10 things that were given to OEDGS such as the Edgefield
11 Advertiser, the longest serving newspaper in South Carolina.
12 They had those since the beginning, with some exceptions,
13 and somehow that got in the hands of the OEDGS along with
14 the other papers that Edgefield had that were in existence
15 before the formation of OEDGS. No idea how that came about.

16 That's why it was necessary for us to bring this
17 lawsuit. Because we want to find out what happened. We
18 want to know what happened. They can't talk to us because
19 of this paragraph, we want to go into court and ask them
20 what happened.

21 So it is a matter of public importance. I can tell you
22 and we will be glad to have the witnesses when we go to
23 trial, so many people are disappointed that that is gone,
24 that that entity that has been here for so long and was the
25 life bread of -- I cannot emphasize to you, Your Honor, how

1 important that institution was to the Town of Edgefield. It
2 was the mainstay of Edgefield. Other businesses came and
3 went, but it was always there.

4 The other thing the Baird decision said was future
5 guidance. Clearly, these Defendants need future guidance.
6 Because of their actions or inactions, they have lost most
7 of the material that was in the library. Now, they don't
8 know what to do. Some people have indicated that they want
9 to do different things with the building. Well, we want to
10 be able to tell them that under the terms of D.A. Tompkins's
11 will, they cannot do anything else with it but put a library
12 in there. And they are not making -- we don't think they're
13 making any preparations to get new material to put in that
14 library.

15 And, also, there are little things, like the current
16 president of the Civic League made a statement at a recent
17 town council meeting, public town council meeting that he
18 said words to the effect of we don't care if you take all
19 that stuff. They can have it all. Well, he doesn't
20 understand or appreciate the history and all of the families
21 who have given their records, thinking that they would be
22 held in trust for the good of Edgefield. Those records are
23 now gone. And I'm not blaming him personally, but he
24 doesn't understand the history. He's a minister. He just
25 moved here not too long ago. But for him to make a

1 statement like that leaves a lot of us concerned that they
2 need future guidance what to do with everything.

3 So the two things, public importance and future
4 guidance are met by our case --

5 THE COURT: Mr. Anderson, how do members of either of
6 these groups get appointed to the boards?

7 MR. ANDERSON: Well, that's another interesting
8 question, Your Honor. They are appointed to the board --
9 it's a self-perpetuating board. The board members
10 themselves appoint future board members. Members of the
11 organization do not have any input. So the board continues
12 to appoint people they want.

13 And currently, there are some board members and some
14 members that used to be on the board that have no idea or
15 appreciation for the history that I'm talking about now.
16 And we believe that was one of the things that gave up the
17 assets that were in the library.

18 But those boards are self-perpetuating boards, which,
19 again, was the reason for future guidance. We need to stop
20 the perpetuating boards from doing these kind of things
21 without being checked. And that's exactly --

22 THE COURT: Do each of these entities have their own
23 by-laws that they operate by?

24 MR. ANDERSON: They do.

25 THE COURT: And you used to serve on the board of one

1 or both of them?

2 MR. ANDERSON: I never served on the board, Mr.
3 Rainsford did at one time.

4 THE COURT: Okay.

5 MR. ANDERSON: So, Your Honor, that is -- we think the
6 other arguments made by the Defendants are without merit.
7 We think the main gist of their motion to dismiss is for
8 lack of standing. We think they have failed to address the
9 public importance doctrine. The landmark case that came out
10 of our supreme court in 1999 and a hundred cases that
11 enhanced it since that time.

12 THE COURT: Now, what about the relief you requested?

13 MR. ANDERSON: Well, the relief we requested depends on
14 what happens in discovery. One thing, we want all the board
15 members removed. We want to enter into negotiations for
16 OEDGS. We want to make sure that the library is preserved
17 and those kind of things. The first thing, though, is all
18 board members be removed because we feel like they failed to
19 fulfill their fiduciary duty. But as it applies to this,
20 though, I think the standing issue is based on the Baird
21 decision and we think we have met those qualifications.

22 Your Honor, if I could just in closing say this. As I
23 told you, I have been practicing law since 1980. I had a
24 general practice. I'm sure you can appreciate this in a
25 small town. I have been in death penalty cases. I have

1 been in multi-million-dollar lawsuits. I have represented
2 the State, the Defendant, the Plaintiff, the Defendant. No
3 case has affected me as much as this case has affected me
4 personally. When I woke up and heard the news about what
5 happened, I could not sleep that night. And I cannot
6 understand to this day how it happened. And I think we
7 deserve our day in court to find out what happened because
8 I'm tired of them keeping it a secret from us. And that's
9 my case.

10 THE COURT: Thank you, sir.

11 Mr. Kelchner, let me ask you, you said y'all had a
12 confidentiality provision in this settlement agreement?

13 MR. KELCHNER: That's correct.

14 THE COURT: All right. You know I remember when
15 Justice Toal said we couldn't have confidentiality
16 provisions in settlement agreements unless there's a public
17 interest, that you had to go to court and prove why you
18 would have a confidentiality agreement. Is that not still
19 in place?

20 MR. KELCHNER: That is not, Your Honor. I hate to go
21 outside the four corners the complaint we're talking about,
22 but the vast majority --

23 THE COURT: You remember what I'm talking about,
24 though? Those Ford roll-over cases?

25 Mr. Brehmer, you remember what I'm talking about?

1 MR. BREHMER: Vaguely, Your Honor.

2 THE COURT: And after those Ford roll-over cases, there
3 was an administrative order that came down that said you
4 should not put a confidentiality agreement in a settlement
5 unless -- and I see them all the time now, too, unless you
6 can prove some reason for the confidentiality agreement,
7 such that because of the public interest in knowing about
8 what happens to people. They had those warehouses in
9 Alabama or Mississippi or wherever with all the Ford
10 Explorers and Ford was getting out of any sort of
11 comprehensive problem-solving. They were just claiming the
12 individual cases and then doing the confidentiality.

13 MR. KELCHNER: All I can say in my experience, Your
14 Honor, is that confidentiality agreements and
15 non-disparagement agreements apply --

16 THE COURT: Well, I think non-disparaging is a
17 different issue, whether it's confidential or not. Is there
18 any reason that agreement is confidential that you know of?

19 MR. KELCHNER: Well, going into the fact that I was
20 representing the Edgefield Civic League at some point --

21 THE COURT: You can just say yes or no. You don't have
22 to tell me --

23 MR. KELCHNER: Yes, there was.

24 THE COURT: Okay.

25 MR. KELCHNER: I apologize, Your Honor. Well, first of

1 all, to the point of confidentiality agreement, I want to
2 focus back on what we're here for. This is a motion to
3 dismiss the complaint. Mr. Anderson, I appreciate his
4 passion, but he has brought numerous, numerous allegations
5 of facts in this courtroom today that were nowhere near --
6 or nowhere set forth in the complaint.

7 THE COURT: Well, get to his argument about the Baird
8 decision. He says he has standing pursuant to the Baird
9 decision.

10 MR. KELCHNER: Well, the Baird decision is against
11 Charleston County. It goes back to the tax sale. And he
12 cites numerous cases -- I haven't had an opportunity to
13 review his brief. The brief says Baird vs. Charleston
14 County. Next one, Richland County Historic Preservation
15 Mission, City of Columbia, County of Richland, Sloan vs.
16 School District Greenville County, Davis vs. Richland County
17 Council. All of these are public entities.

18 Check the Secretary of State's website, which, again,
19 is a public record, Your Honor, you'll find that the Civic
20 League is a non-profit organization. It is not a public
21 entity. Just because a public entity -- just because a
22 private corporation whether it be non-profit or profit
23 receives funds from the public, which again, was not alleged
24 in this complaint, but for purposes of making this argument
25 here doesn't make it a public corporation. That's simply,

1 you know, a fallacy.

2 Now, the fact that he can -- he's referencing that they
3 were getting \$400,000, no -- the economic impact, he goes
4 into referencing about how much money the town has lost.
5 None of referenced in the complaint. This whole motion to
6 dismiss is based on what is alleged in the complaint.

7 He vaguely references that he is representing the
8 public interest. He does cite Baird. He doesn't reference
9 the fact that they have a matter of public importance or
10 that the Civic League is even a public entity. You read the
11 brief, realize the deficiencies in the complaint is now
12 retroactively trying to amend his complaint through the
13 course of his arguments. And the fact that he apparently
14 got his hands on this somehow by referencing the
15 confidentiality agreement. In his brief, he cited various
16 documents that were nowhere in his complaint.

17 Your Honor, you can't go through the back door to try
18 to rectify the shortcomings in the complaint, primarily, the
19 fact that he lacks standing. Again, he can talk about the
20 public importance, but the key in that is that they have to
21 be public entities. It has to be city, it has to be a
22 department or some sort of subsidiary of the county,
23 something to that effect.

24 This is simply a private corporation. There are two
25 private corporations that may have had a service that may

1 bring people, where they're from out of state or in town,
2 we're very proud to have in Edgefield. It could be
3 disappointing to Mr. Anderson that that didn't work out, but
4 there are a lot of private entities that have disputes. The
5 results disappoint the public, but that is not --

6 I'm not diminishing that he's sad about the way it
7 worked out, but he doesn't have standing to challenge that
8 agreement, much less seek the relief of forcing the board to
9 advocate -- forcing the materials that were agreed upon in
10 privately negotiated settlement to be sent back to the City
11 of Edgefield. He doesn't have a standing to do it.

12 So I empathize with Mr. Rainsford. I empathize with
13 Mr. Anderson that they're disappointed with the way this
14 worked out, but the fact of the matter is they don't have
15 personal Constitutional standing. They can't stand in for
16 third parties and the third, public importance. That is
17 taxpayers' standing. And under Baird, that may be the case
18 because the Plaintiffs are suing Charleston County, but that
19 is not the case here.

20 MR. ANDERSON: Your Honor, I'm a little bit offended he
21 says I'm going in the back door. I did this brief because
22 he brought the motion to dismiss because we didn't have
23 standing. And then he says that Baird is only applicable in
24 Charleston County. And he knows good and well it set
25 precedent in this state. It is the law of this state. And

1 there are a hundred other cases after it that support that.
2 In this day of transparency, the taxpayers have the right to
3 come in -- although that's not the road that we're on, we're
4 on it because of the public importance. And the \$400,000
5 given to the Civic League over 30 years is the definition of
6 a public entity.

7 THE COURT: All right. Thank you, Mr. Anderson.

8 All right. I have not had a chance to read your brief
9 either, Mr. Anderson, so I will take some time to read
10 through that before making my decision. I appreciate it.

11 Mr. Brehmer.

12 MR. BREHMER: Your Honor, may I say something?

13 THE COURT: Yes, sir -- well, I don't -- you said he's
14 representing them as well. I don't want --

15 MR. BREHMER: I'll tell him.

16 THE COURT: I think that will be better.

17 MR. KELCHNER: Your Honor, something else I neglected
18 to bring up that is of equal importance. He cannot --
19 there's no action -- if the Court were to somehow determine
20 that the Civic League in and of itself is some sort of
21 public, pseudo-public entity that would qualify under Baird,
22 he has no action against the individuals themselves. There
23 is no fiduciary duty that each one of these individuals owes
24 Mr. Anderson. It just doesn't.

25 So to the extent the Court takes into account the

1 arguments of public importance standing, which, again, we
2 believe does not apply. To the extent the Court finds it
3 does, it would only apply to the Civic League and not to
4 these individuals.

5 MR. ANDERSON: Your Honor, that's the very reason we
6 need a trial is to find out if it applies to these
7 individuals. We don't know. But when we get in court,
8 we're going to find out. When we put them on the stand and
9 ask them these questions, we're going to find out. And if
10 the Judge at that time says it's dismissed, then it's
11 dismissed. But we don't have the evidence yet, we've made
12 those allegations, so that should not be dismissed against
13 them until we have the evidence in the courtroom.

14 Your Honor, also, I just want to point out for the
15 record that although we had no public hearings before in
16 their case and although there's no public input and although
17 there's no advertisements in the newspaper and any of those
18 kind of things, I insisted that this was an Edgefield County
19 case and it should be tried in an Edgefield County courtroom
20 and let the members of the public come. So I'm glad they
21 were able to come today.

22 THE COURT: Thank you, sir.

23

24

25

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

I, PENNY M. JOHNSON, Official Court Reporter for the
Second Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate, and
complete Transcript of Record of the proceedings had and the
evidence introduced in the hearing of the captioned case,
relative to appeal, in the Court of Common Pleas for
Edgefield County, South Carolina, on the 7th day of July,
2025.

I do further certify that I am neither of kin, counsel,
nor interest to any party hereto.

March 10, 2026

Penny M. Johnson
Penny M. Johnson
Official Court Reporter

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM EDGEFIELD COUNTY
Court of Common Pleas

Martha M. Rivers, Circuit Court Judge

Case No. 2024-CP-19-00411

Bettis C. Rainsford, Sr. & Greg W. Anderson.....Appellants,

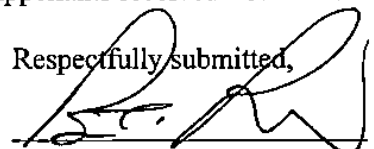
v.

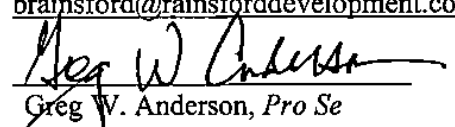
Edgefield Civic League, Beth Thornton, George Thornton,
J. Douglas Timmerman, Jr., Rebecca Turner, Beth Cali, Patsy Smith.....Respondents.

NOTICE OF APPEAL

Bettis C. Rainsford, Sr., *Pro Se* and Greg W. Anderson, *Pro Se* appeal the order of Dismissal of the Honorable Martha M. Rivers dated July 29, 2025. Plaintiffs Rainsford and Anderson timely filed a Motion to Reconsider on August 8, 2025. Judge Rivers entered an order denying the Motion to Reconsider on November 4, 2025. The Appellants received written notice of entry of this order on November 12, 2025.

Respectfully submitted,


Bettis C. Rainsford, Sr., *Pro Se*
P.O. Box 388
Edgefield, SC 29824
803-384-0013
brainsford@rainsforddevelopment.com


Greg W. Anderson, *Pro Se*
328 Wigfall Street
Edgefield, SC 29824
803-480-6317
greg@andersonlawfirm.us

November 17, 2025

EDGEFIELD COUNTY 68\CP COURT
CLERK OF COURT CHARLES REEL
2025 NOV 18 PM04:34

STATE OF SOUTH CAROLINA

COUNTY OF EDGEFIELD

Bettis C. Rainsford, Sr. and
Greg W. Anderson

Plaintiffs,

v.

Edgefield Civic League, Beth Thornton,
George Thornton, J. Douglas Timmerman, Jr.,
Rebecca Turner, Beth Cali, Patsy Smith,

Defendants.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2024-CP-19-00411

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on November 17, 2025, on behalf of the Plaintiff/Appellant, Greg W. Anderson, I served on the persons below, copies of the foregoing Notice of Appeal as all known counsel of record for the Defendants/Respondents, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, thereto as addressed below:

John B. Kelchner, Esq.
Turner/Padget
P.O. Box 1473
Columbia, SC 29202

Karl Stephen Brehmer, Esq.
Brown & Brehmer
P.O. Box 7966
Columbia, SC 29202

Patricia Y. Anderson
PATRICIA Y. ANDERSON

November 17, 2025

EDGEFIELD COUNTY GS/CP COURT
CLERK OF COURT CHARLES REEL
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STATE OF SOUTH CAROLINA

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IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2024-CP-19-00411

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on November 17, 2025, on behalf of the Plaintiff/Appellant, Bettis C. Rainsford, I served on the persons below, copies of the foregoing Notice of Appeal as all known counsel of record for the Defendants/Respondents, by depositing a copy of the same in the United States Mail, first-class, postage prepaid, thereto as addressed below:

John B. Kelchner, Esq.
Turner/Padget
P.O. Box 1473
Columbia, SC 29202

Karl Stephen Brehmer, Esq.
Brown & Brehmer
P.O. Box 7966
Columbia, SC 29202

Patricia Y. Anderson
PATRICIA Y. ANDERSON

November 17, 2025