

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2022-CP-10-02037
	)	
ROGER LEMACKS,	)	
	)	
Plaintiff,	)	
	)	FINAL ORDER OF JUDGMENT
v.	)	FOR DEFENDANT
	)	
CLARENCE JAMES,	)	
	)	
Defendant.	)	
_____	)	

RECEIVED
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SC Court of Appeals

This matter was tried before me without a jury on June 17 and 18, 2026. The Plaintiff, Roger Lemacks, was represented by Kerry W. Koon, Esquire. The Defendant, Clarence James, was represented by Kelvin M. Huger, Esquire.

The action arises from a dispute over the ownership of a metal shed or garage situated at the common boundary of the parties' adjoining parcels on Jenkins Road in the St. Andrew's Parish area of Charleston County. Plaintiff contends the shed passed to him as part and parcel of the real property he purchased in 2017. Defendant contends the shed is, and has at all relevant times been, personal property belonging first to his grandfather, then to his mother, and now to him by distribution from his mother's estate.

At the close of the evidence, the Court identified the dispositive question and requested proposed orders addressing it: whether the shed is "personal property" or "appurtenant to — is it part of the real estate." (Tr. 226:23–25; 228:4–8.) Defendant's counsel framed the same issue as "whether or not it is personal property, the transfer in the deed, versus appurtenant to the land purchased by Mr. Lemacks," which the Court agreed was "the crux of the argument." (Tr. 226:11–17.) Defendant no longer presses his claims of adverse possession or acquiescence, and the Court does not reach them. (Tr. 224:14–17; 225:7–9.)

Having heard the testimony of the witnesses, observed their demeanor, reviewed the exhibits admitted into evidence, and considered the arguments of counsel, I make the following findings of fact and conclusions of law.

BACKGROUND

1. The parties own adjoining parcels on the south side of Jenkins Road in the West Ashley area of Charleston County.
2. The James property is known as 1080 Jenkins Road and is identified by Charleston County TMS No.: 351-14-00-009. It contains approximately .19 acre and is improved with a residence in which Defendant lives.
3. The Lemacks property is known as 1082 Jenkins Road and is identified by Charleston County TMS No.: 351-14-00-080. It contains approximately .28 acre and is a “flag” lot, the twenty-foot “pole” portion running west of the James residence to Jenkins Road and the “flag” portion lying behind the James property. It is unimproved except for the shed in dispute.
4. Both parcels were formerly a single tract owned by Reverend Albert Peter James, the Defendant's grandfather.
5. The metal shed in dispute was placed on the tract in 1980 by Albert Peter James, at a time when he owned the entire undivided tract. (Tr. 20:17; 138:10–15.) It is identified on the Charleston County Tax Records for TMS No. 351-14-00-009 as “utility shed,” record 01/1980. (Def. Ex. 3; Tr. 153:19–25; 197:21–23.)
6. Five years after the shed was placed, Albert Peter James caused the tract to be subdivided by a plat prepared by W.L. Gaillard dated June 28, 1985, and recorded in the R.O.D. Office for Charleston County in Plat Book BF, Page 105. (Pl. Ex. 2, 2A.) The shed is not depicted on the Gaillard plat.
7. By deeds each recorded October 30, 1985, Albert Peter James conveyed the .19-acre parcel (TMS No.: 351-14-00-009) to his daughter, Margaret James, also known as Margaret A. Manigault, the Defendant's mother, in Book E-149, Page 663; and conveyed the .28-acre parcel (TMS No.: 351-14-00-080) to his son, Franklin James, in Book E-149, Page 659. (Pl. Ex. 14, 17.)
8. The chains of title to the two parcels are set out on Plaintiff's Exhibit 14, which is incorporated here by reference. Margaret James Manigault died April 12, 2011. Her estate was administered in the Charleston County Probate Court as Case No. 2011-ES-10-01074. (Def. Ex.

1.) By deed of distribution recorded July 17, 2012, and by intervening conveyances from Dedra Manigault and Yvonne James Pinckney, Defendant Clarence James became the one hundred percent owner of TMS No. 351-14-00-009 by deed recorded March 26, 2015, in Book 0464, Page 903. (Pl. Ex. 14.)

9. Franklin James conveyed TMS No.: 351-14-00-080 to Roger Lemacks by deed dated August 15, 2017, and recorded August 24, 2017, in Book 0661, Page 603. (Pl. Ex. 6, 14.) Franklin James is now deceased. Mr. Lemacks never met him. (Tr. 24:17–22.)

10. The shed is a structure approximately twelve feet by twenty feet, constructed of corrugated aluminum siding on tubing pipe posts set roughly four feet apart, rising about five feet to a pitched corrugated aluminum roof. The posts are set into a concrete slab. (Tr. 41:8–17.) It has double “barn” doors, four windows, and no rear door. (Tr. 30:17–24; 158:16–19.) The doors are the only means of entry, and they face and open onto 1080 Jenkins Road. (Tr. 158:20–22.) The shed is served by electricity run from the residence at 1080 Jenkins Road. (Tr. 157:23–158:2.)

11. The shed sits astride the boundary between the two parcels. According to the plat prepared for Plaintiff by Atlantic Surveying, Inc. (Pl. Ex. 3), the greater portion of the structure lies on TMS No.: 351-14-00-080 and approximately .6 to .7 of a foot lies on TMS No.: 351-14-00-009. (Tr. 21:1–6.) The Defendant disputed certain measurements on the Atlantic plat but acknowledged he is not a surveyor. For the reasons stated below, the precise location of the boundary line is not material to the disposition of this case.

FINDINGS OF FACT

12. I find that the shed is a prefabricated metal utility building of the ordinary sort, not a masonry or frame building integrated into the land. Its walls and roof are corrugated aluminum panels. Its structural members are lengths of metal tubing. Nothing about it is unique to, or specially adapted for, the .28-acre parcel on which it principally rests. It is not a dwelling, it has no plumbing, and it serves no function that is peculiar to the land beneath it.

13. I find that the shed is capable of being removed as a unit without material injury to the freehold. This finding rests substantially on the testimony of the Plaintiff himself. Mr. Lemacks, a man of forty-five years' experience in the surveying and construction trades, testified

that if he prevailed he would “cut with a concrete cutter six inches inside of the walls all the way around the building and hoist it up with the concrete poles in place and use timber to reenforce the structures of the building,” then “raise it up using the oak tree above it and some cables and turn the building . . . 90 degrees” and “put it on a new foundation.” (Tr. 59:12–22.) He estimated the work would take a month or two. (Tr. 60:9–13.)

14. The Defendant likewise testified that he is able to move the shed onto his own parcel, that he has cleared a place for it, that he has “people standing by,” and that the task would take thirty days. (Tr. 157:3–158:12; 167:14–19.)

15. I therefore find, on the testimony of both parties, that this structure can be severed from the ground and relocated. That is not a characteristic of a building that has become part and parcel of the soil. The concrete slab may well remain a part of the realty; the aluminum building standing upon it need not, and does not, share that character.

16. I further find it significant that the Plaintiff himself draws precisely this distinction on his own land. Asked why he does not store his motorcycles and equipment in the several other outbuildings he owns — which include a ten-by-twelve metal storage building, an eight-by-eight wooden shed, and a twelve-by-twenty storage shed — Mr. Lemacks answered that those structures are “up off the ground,” “not on a concrete pad,” “all elevated,” and “not attached to the land.” (Tr. 82:5–10.) The Plaintiff thus understands, and applies to his own property, the distinction between a building that has merged with the soil and one that has not.

17. I find that when Albert Peter James placed the shed in 1980, he used it as a garage for his 1976 Cadillac and as storage for the lawn and landscaping equipment he used in his trade. (Tr. 169:6–12.) It was, from its inception, a chattel used to house other chattels.

18. I find that in 1985, when Albert Peter James divided his land, he did not treat the shed as belonging to the .28-acre back lot. The credible testimony is that he gave his daughter Margaret “the utility shed and the house” at 1080 Jenkins Road (Tr. 140:11–14), and gave the bare back lot to his son Franklin. Both deeds describe only acreage by reference to the Gaillard plat; neither mentions any building; and the shed appears on neither the plat nor any property description in either chain of title. (Tr. 185:14–186:20.)

19. I find that from 1985 until 2018 — a period of some thirty-three years — not one person ever asserted that the shed belonged to Franklin James or to the back lot. Franklin James never lived at either address; he lived on Jaywood Circle. (Tr. 169:22–23.) He never used the shed, never stored anything in it, and never claimed it. (Tr. 144:8–14.) He came to the back lot so seldom that the Defendant cut its grass for twenty-five years. (Tr. 150:14–18; 170:1–7.) The ownership of the shed was never questioned during Margaret Manigault's lifetime, never questioned during the administration of her estate, and never questioned by anyone prior December 2018 and this lawsuit in 2022. (Tr. 144:3–7; 153:7–9; 168:8–13.)

20. I find that Charleston County has carried the shed on the Tax Records for the Defendant's parcel, TMS No.: 351-14-00-009, as a “utility shed” dating from 1980, for the entire period of the Defendant's and Defendant's predecessors' in ownership. (Def. Ex. 3; Tr. 153:19–25.) It has never appeared on the Tax Records for TMS No.: 351-14-00-080. The County Tax Records do not adjudicate title, and the Court does not treat them as doing so. I find they are one more contemporaneous indication of how everyone concerned understood this structure for four decades.

21. The Court raised at trial an apparent inconsistency in the Defendant's testimony: he stated more than once that his mother received “the property” through probate, when in fact she took her interest in the land by deed from her father in 1985. (Tr. 219:20–220:1.) Having reviewed Defendant's Exhibit 1, I find the inconsistency is resolved and resolved in the Defendant's favor. Margaret Manigault took the *land* by deed. She passed the *shed* by will. The Defendant was describing the shed.

22. The Amended Inventory and Appraisement filed in *Estate of Margaret A. Manigault*, No. 2011-ES-10-01074, lists the metal shed among the decedent's personal property. (Def. Ex. 1, p. 4; Tr. 143:6–10; 206:20–22.) As the Court observed at trial, the shed is “the first thing listed in the inventory of items that are listed in there.” (Tr. 221:18–20.)

23. The Proposal of Distribution filed in that estate draws the very line this case requires the Court to draw. It distributes the *real property* separately and by Tax Map Number — an “undivided one-half interest of 1080 Jenkins Road . . . TMS number 351-14-00-009” to Yvonne James Pinckney and a like interest to Clarence A. James — and then separately distributes the

personal property listed on Attachment A, one-half to each of the same two devisees. The remaining devisee, Dedra Manigault, received an item of personal property, a 2004 Chevrolet Malibu. (Def. Ex. 1; Tr. 145:5–22.) The first item appearing on Attachment A is the metal garage. (Tr. 145:25–146:7.)

24. I find that the Probate Court, the personal representative, and the devisees all treated the metal shed as personal property of the estate, distinct from the real property at 1080 Jenkins Road, and distributed it as such. No party objected then, and no party has ever challenged that distribution.

25. Yvonne James Pinckney thereafter conveyed her remaining interest to the Defendant by instrument recorded March 26, 2015 in Deed Book 0464 at Page 903. (Def. Ex. 2; Pl. Ex. 14.) I find that Clarence James holds the entire interest in the shed formerly held by his mother's estate.

26. Paragraph 3 of the contract of sale between Franklin James and Roger Lemacks (Pl. Ex. 4) provides:

Parties agree that no personal property will transfer as part of this sale except described below. And/or attachments, sheds/garage at no value.

(Tr. 29:14–22; 92:11–15.)

27. I find this provision to be revealing, and that it cuts against the Plaintiff. Paragraph 3 is the personal property paragraph of the contract. A structure that is part and parcel of the realty passes automatically under the granting and appurtenance clauses of the deed; it requires no mention in a contract term governing what personal property will and will not transfer. The parties to the Lemacks sale placed the shed in the personal property paragraph. They there assigned it no value.

28. Troy Phillips, the buyer's agent, drafted the contract language. He testified that he never visited the property, does not know where the shed is located, does not know where its door is, never spoke with Clarence James, and made no inquiry whatever into who owned the shed. He testified: "I can only assume that Mr. James Franklin signed and agreed to it that he knew he owned

the shed,” and confirmed there was “no independent verification.” (Tr. 95:3–97:14.) He described the shed as not “a major part of this transaction at that point in time.” (Tr. 96:5–9.)

29. James Dingle, the listing agent for Franklin James, testified that the shed was not identified in the listing agreement and was “kind of understood that it was an old shed that would just convey.” (Tr. 129:19–22.) He then testified, in response to questions from the Court, that before the listing there had been “discussions . . . that if Mr. Clarence was interested in the shed, he can move the shed or just — or something. He can have the shed and move it on his property.” (Tr. 129:25–130:3.) I find this testimony credible and significant. It reflects an understanding on the seller's own side of the transaction that the shed was a removable thing that Clarence James might take away with him.

30. I find that Clarence James asserted his ownership of the shed to Mr. Lemacks in their first conversation after the closing, and proposed an accommodation under which Mr. Lemacks would use the sister's driveway for access and Mr. James would continue to use the shed. Mr. Lemacks declined. (Tr. 218:17–219:5.) Mr. James has maintained the same position, without deviation, ever since.

31. I find that at the time Mr. Lemacks purchased, a no trespassing sign was posted on the shed door. (Tr. 83:15–20.) I further find that a lis pendens signed by Clarence James was filed of record on July 31, 2017 — approximately ten days after the contract was signed and roughly two weeks before the closing on August 15, 2017. (Pl. Ex. 15; Tr. 130:14–18.) The lis pendens was legally ineffective, as it described the wrong parcel, and I attach no legal significance to it as an instrument — it only shows intent.

32. Plaintiff places considerable weight on evidence that the shed was emptied of its contents approximately five days before closing and refilled shortly afterward. I find the evidence on this point inconclusive and immaterial.

33. Mr. Dingle observed a pile of items outside the shed during a drive-by. He never went inside the shed, never opened its doors, believed it to be locked, could not identify a single item in the pile, and conceded that he was “assuming” the items had come from inside and could not “guarantee” it. (Tr. 118:23–123:21.) His view was of the rear of the building; the doors are on the opposite side, facing 1080 Jenkins Road. Mr. Phillips never visited the property at all and

relayed what Mr. Dingle told him. (Tr. 95:3–17.) Mr. Lemacks looked through a rear window from a distance. Mr. James testified the shed was never emptied. (Tr. 146:18–147:4.)

34. On cross-examination in rebuttal, Mr. Lemacks acknowledged that he never saw items being taken out of the shed, never saw items being put back in, and never checked to see whether the items had been returned to the shed at all. (Tr. 214:16–216:20.) He conceded the items might simply have been reorganized. (Tr. 215:9–11.)

35. More fundamentally, this evidence goes to the location of the contents, not to the title of the shed. Whether Mr. James temporarily moved his lawn equipment out of his shed in August of 2017 has no bearing on who owned the shed. Nothing in the contract or the deed purported to make the emptying of the shed a conveyance of it.

CONCLUSIONS OF LAW

A. The Governing Test

36. The question presented is one of South Carolina fixture law, and it is not answered by the general statutory definitions of real property. S.C. Code Ann. § 12-37-10(1), a provision of the taxation title, defines real property to include structures “annexed or attached thereto *which pass to the vendee by the conveyance of land or lot.*” That qualifier assumes the answer to the question presented: whether this structure passes to the vendee by the conveyance of the land is the issue to be decided, not the premise from which to decide it. S.C. Code Ann. §14-1-20, provides that “real property” and “real estate” are coextensive with lands, tenements, and hereditaments, is likewise definitional. Neither section tells the Court whether this particular structure is a tenement of this particular parcel. For that, the Court must apply the settled common-law test.

37. Under that test, a fixture is “an article which was a chattel, but by being physically annexed to the realty by one having an interest in the soil becomes a part and parcel of it.” *Creative Displays, Inc. v. S.C. Highway Dep't*, 272 S.C. 68, 72, 248 S.E.2d 916, 917 (1978). Critically, “[b]y mere affixation the chattel does not become a fixture.” *Id.* The criteria for determining whether an item remains personalty or has become a fixture are: “(1) mode of attachment, (2) character of the structure or article, (3) the intent of the parties making the annexation, and (4) the

relationship of the parties.” *Id.* (citing *Carroll v. Britt*, 227 S.C. 9, 86 S.E.2d 612 (1955)); accord *Carson v. Living Word Outreach Ministries, Inc.*, 315 S.C. 64, 70, 431 S.E.2d 615, 618 (Ct. App. 1993); *Hyman v. Wellman Enters., Inc.*, 337 S.C. 80, 84, 522 S.E.2d 150, 152 (Ct. App. 1999); *Carjow, LLC v. Simmons*, 349 S.C. 514, 563 S.E.2d 359 (Ct. App. 2002).

38. Whether an item is a fixture is a mixed question of law and fact. “It is incumbent on the court to define a fixture, but whether it is such in a particular instance depends upon the facts of that case, unless the facts are susceptible of but one inference.” *Carson*, 315 S.C. at 70, 431 S.E.2d at 618 (citing *Rawls v. Am. Cent. Ins. Co.*, 97 S.C. 189, 81 S.E. 505 (1914)). Where the other factors are not in genuine dispute, “our analysis hinges on the intent of the parties.” *Carjow*, 349 S.C. at 519, 563 S.E.2d at 362.

B. Application of the Four Factors

39. *Mode of attachment.* The metal posts of this building are set in a concrete slab. Standing alone, that fact does not make the building a fixture, because “[b]y mere affixation the chattel does not become a fixture.” *Creative Displays* is instructive. Our Supreme Court there held that an outdoor advertising sign was “personal property, both by stipulation of the parties to the lease and as a matter of law,” 272 S.C. at 72, 248 S.E.2d at 917, notwithstanding that the sign was substantially annexed to the ground. The record in that case described the structure as a large double-faced sign mounted on six steel beams anchored roughly eight feet deep in concrete, which could be removed only by dismantling it and cutting the beams with a torch. *Id.* at 75–76, 248 S.E.2d at 920 (Lewis, C.J., dissenting) (reproducing the order of the circuit court). The Court reached that result notwithstanding that degree of annexation, resting its analysis on the parties’ expressed intention and on the removable character of the article. The mode of attachment here — tubing posts set in a slab — is no more substantial than that, and the parties’ expressed intention, as discussed below, points the same way. This factor does not carry the Plaintiff’s burden.

40. *Character of the structure.* This is a twelve-by-twenty prefabricated corrugated aluminum utility building. It is not adapted in any special way to the .28-acre lot. It houses lawn equipment, a washing machine, a stove, tools, and similar chattels. Both parties testified it can be lifted from its slab and set down elsewhere. In *South Carolina State Highway Department v. Smith*, 253 S.C. 639, 172 S.E.2d 827 (1970), quoted at length in *Creative Displays*, 272 S.C. at 72–73,

248 S.E.2d at 918, the Court drew the distinction simply: “personal property, unlike fixtures, can be removed from the condemned premises.” This building can be removed. This factor favors the Defendant.

41. *Intent of the party making the annexation.* This is the decisive factor, *Carjow*, 349 S.C. at 519, 563 S.E.2d at 362, and every indication in this record points one way. Albert Peter James annexed the shed in 1980. Five years later he divided his land, and in doing so he gave the shed, together with the house, to his daughter at 1080 Jenkins Road, while conveying the bare back lot to his son. He built the building so that its only doors opened toward 1080 Jenkins Road. Electricity to the shed was, and is, drawn from the house at 1080 Jenkins Road. The County carries the shed on the Tax Card for 1080 Jenkins Road. For thirty-three years, no member of this family, and no owner of the back lot, ever suggested otherwise. Where the owner of both the chattel and the soil manifests an intention that the chattel remain personalty, and acts consistently with that intention for nearly four decades, the chattel does not become part and parcel of the freehold.

42. *Relationship of the parties.* “[T]he principal cause of confusion in the law of fixtures is the failure to recognize the fact that there are various relationships under which the question may arise, and the same rule does not apply to all.” *Hyman*, 337 S.C. at 85, 522 S.E.2d at 152. The rule must accordingly be applied “with reference to the relation of the parties.” *Id.* Here the annexation was made by a common owner of an undivided family tract, who thereafter divided the tract among his children. This is neither a landlord-tenant case nor a vendor-purchaser case as to the annexation. The presumption invoked by Plaintiff — that whatever is annexed to the freehold belongs to whoever takes the freehold — has its greatest force between a seller and a buyer of the same land who dealt with each other at the time of annexation. It has little force where, as here, the annexor divided his own land and by his own act separated the building from the parcel on which it stood.

C. The Parties to the 2017 Sale Themselves Classified the Shed as Personalty

43. Even if the four factors left the matter in equipoise, the contract of sale would resolve it. Parties who wish to remove any doubt about whether a questionable item passes with the land ordinarily do so by naming that item in the contract. These parties named the shed — and they named it in the paragraph governing *personal property*, at no value. Paragraph 3 begins,

“Parties agree that no personal property will transfer as part of this sale except described below.” The shed is described below. The Plaintiff cannot rely on that paragraph to acquire the shed while simultaneously contending the shed was never personal property at all.

D. Franklin James Could Not Convey What He Did Not Own

44. A deed of real estate “passes to the grantee the entire interest of the grantor in the property described in the deed.” S.C. Code Ann. § 27-5-130(A). It passes no more than that. The granting language on which Plaintiff relies — “Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging” (Tr. 42:14–19) — conveys what belongs to the premises. It does not convey a chattel belonging to a stranger to the deed that happens to be sitting on the premises.

45. It was urged at trial that because the Defendant produced no deed or other recorded instrument conveying the shed from Albert James to Margaret Manigault, the shed must instead have passed to Franklin James along with the land. (Tr. 224:2–10.) The Court does not accept that reasoning. First, it inverts the burden of proof: it is the Plaintiff who must establish his own title to the thing he claims. Second, and dispositively, the transfer of a chattel requires no deed. Personal property passes by delivery, and thereafter by will and by order of the Probate Court. The absence of a recorded conveyance of a metal shed proves nothing except that this family did not believe a deed was necessary — which is in itself evidence that they regarded the shed as personalty.

E. The Encroachment

46. The shed straddles the boundary. On Plaintiff's own survey, a portion of the structure stands on the Defendant's land. This fact reinforces rather than undermines the conclusion reached above. A single building cannot be part and parcel of two separate freeholds held by two different owners. That the structure rests on both parcels is a further indication that it is best understood as a discrete article of personal property standing upon the land rather than as an appurtenance to either lot.

47. Because the shed is personal property that its owner will remove, the encroachment resolves itself, and the Court need not determine the precise location of the boundary line as between the Gaillard and Atlantic plats. Nothing in this Order shall be construed as adjudicating the location of that line for any other purpose.

F. Trespass

48. Plaintiff's claim for damages is founded on trespass, which is an injury to possession. Because I conclude that the shed is the Defendant's personal property, the Defendant's storage of his own goods in his own building is not a trespass upon the Plaintiff's possession of the land. Plaintiff's claim for lost rental value under *Babb v. Lee County Landfill SC, LLC*, 405 S.C. 129, 747 S.E.2d 468 (2013), therefore fails, and no damages are awarded.

49. The Defendant is entitled, as the owner of a chattel resting on the land of another, to remove it within a reasonable time and to such access as removal reasonably requires. The Defendant has testified he can accomplish removal within thirty days. That is a reasonable time and it is the period the Court will allow. However, in the event the shed is not relocated within ninety (90) days, the Court concludes the Defendant will have abandoned the shed to the Plaintiff.

G. Attorney's Fees

50. Both parties requested an award of attorney's fees. Attorney's fees are not recoverable absent a contract or statute authorizing them, and neither party has identified one. Each party shall bear his own attorney's fees.

ORDER

IT IS THEREFORE

ORDERED that the metal shed or garage located at the common boundary of 1080 Jenkins Road and 1082 Jenkins Road, Charleston, South Carolina, is personal property and is not a fixture, tenement, or appurtenance to, or part and parcel of, the real property identified as Charleston County TMS No.: 351-14-00-080; and it is further

ORDERED that title to and ownership of said metal shed or garage is vested in the Defendant, Clarence James, having passed from Reverend Albert Peter James to Margaret James, also known as Margaret A. Manigault, and from her estate to the Defendant by distribution in Charleston County Probate Court Case No. 2011-ES-10-01074, together with the subsequent conveyance of Yvonne James Pinckney's interest to the Defendant; and it is further

ORDERED that neither the contract of sale dated July 2017 (Plaintiff's Exhibit 4) nor the deed of Franklin James to Roger Lemacks dated August 15, 2017, and recorded in Book 0661, Page 603, R.O.D. Office for Charleston County, conveyed any right, title, or interest in said metal shed or garage to the Plaintiff, Franklin James having held none; and it is further

ORDERED that the Plaintiff's causes of action for trespass and for damages for loss of use are DENIED, and judgment is entered for the Defendant thereon; and it is further

ORDERED that the Defendant shall remove the metal shed or garage, together with its contents, from the Plaintiff's property within thirty (30) days of the date of finality of this Order. Thereafter, Defendant shall repair or remove any concrete slab, footing, or debris remaining on the Plaintiff's property within twenty (20) days of the removal of the shed or garage, together with its contents. Defendant shall leave that portion of the Plaintiff's property in a safe and reasonably level condition; and it is further

ORDERED that the Plaintiff shall permit the Defendant, his agents, employees, and contractors reasonable access to the Plaintiff's property for the sole and limited purpose of accomplishing the removal directed above. Defendant shall be responsible for any damage to the Plaintiff's property occasioned by the removal beyond the footprint of the shed, and shall not enter for any other purpose; and it is further

ORDERED that upon the Defendant's removal of the shed as directed, the Plaintiff's title to the real property described as Charleston County TMS No. 351-14-00-080 shall stand free of any claim of the Defendant to the shed or to the ground upon which it stood, and the Defendant shall have no further right of entry upon the Plaintiff's property; and it is further

ORDERED that should the Defendant fail to remove the shed within the ninety (90) days allowed, unless Defendant requests an extension to be granted from this Court only upon good cause shown, the Defendant will have abandoned the shed to the Plaintiff; and it is further

ORDERED that each party shall bear his own attorney's fees.

AND IT IS SO ORDERED!

Mikell R. Scarborough
Master-in-Equity for Charleston County

Charleston, South Carolina
_____, 2026



Charleston Common Pleas

Case Caption: Roger Lemacks VS Clarence James
Case Number: 2022CP1002037
Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062