

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

2010-CP-10-9956

Case No. 2012-213055

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SC Court of Appeals

Frewil, LLC.....Respondent,

v.

Madison Price and Carter Smith.....Appellant,

RECORD ON APPEAL

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FREWIL V. MADISON PRICE
APPELLATE CASE NUMBER: 2012-213055

TABEL OF CONTENTS

1.	Table of Contents;
2.	Order Granting Plaintiff's Motion for Summary Judgment;
7.	Plaintiffs Motion for Summary Judgment;
9.	Return and Affidavit against Summary Judgment;
10.	Court Transcript;
26.	Court Reporters Certificate;
27.	Complaint;
31.	Answer and Counterclaim;
39.	Plaintiff's Reply to Answer and Counterclaim
42.	Affidavit of Plaintiff of David W. Abdo;
45.	Affidavit of Carl V. Dietz, III;
47	Affidavit of I Ryan Neville;
49.	Affidavit of Madison Price;
52.	Affidavit of Carter L. Smith;
54.	Affidavit of Martha Smith;
56.	Rental Agreement;
62.	Defendants Answers to Plaintiff's Interrogatories;
66.	Defendants Answers to Plaintiff's Interrogatories (Supplemental)
69.	Defendants Answers to Plaintiff's First Request to Admit and Defendant's Answers to Plaintiff's Supplemental Interrogatories to Defendants;
71.	Letter to Madison Price and Carter Smith from Plaintiff;
72.	Certificate of Appellant

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO.: 10-CP-10-9956
	)	
FREWIL, LLC	)	
	)	
Plaintiff,	)	
	)	
v.	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION FOR SUMMARY JUDGMENT
MADISON PRICE and	)	
CARTER SMITH	)	
	)	
Defendants.	)	

On July 25, 2012, the parties to the above-captioned matter appeared before the Honorable W. Jeffrey Young for a hearing on the Summary Judgment Motion of Plaintiff Frewil, LLC ("Frewil"). Ryan Neville appeared on behalf of Frewil. Joseph Runey appeared on behalf of Defendants Madison Price ("Ms. Price") and Carter Smith ("Ms. Smith"). Pursuant to the laws of our State, this Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. Frewil is a limited liability company organized, existing, and authorized to do business in the State of South Carolina with its principal place of business in Charleston County.
2. Defendant Madison Price is a citizen and resident of the State of South Carolina.
3. Defendant Carter Smith is a citizen and resident of the State of South Carolina.
4. This dispute arises out of a rental agreement ("the Contract") for property located at 132-15 Smith Street, Charleston, South Carolina 29403 ("the Property").
5. Frewil is the landlord and Defendants Ms. Smith and Ms. Price are the tenants.
6. Defendants do not contest that they entered into the Contract to rent the Property from Frewil for one year for a total of \$24,300.00 payable in monthly installments of \$2,025.00 beginning August 1, 2009 and ending July 31, 2010.
7. Plaintiff and Defendants were competent and able to enter into a valid and binding Contract.
8. The Contract was signed by Plaintiff's officer and lawful agent, David W. Abdo, and Defendants Madison Price and Carter Smith,
9. David W. Abdo had the legal authority and capacity to enter into a valid and binding Contract



with Defendants on behalf of Plaintiff.

10. In consideration of the mutual promises between Plaintiff and Defendants, Plaintiff promised to provide and did in fact provide the Property for Defendants as set forth in the Contract.
11. In consideration of the mutual promises between Plaintiff and Defendants, Defendants promised to pay but did not in fact pay Plaintiff a total of \$24,300.00 in monthly installments of \$2,025.00 beginning August 1, 2009 and ending July 31, 2010 as set forth in the Contract.
12. Defendants had a duty to compensate Plaintiff pursuant to the promises and obligations in the Contract.
13. Defendants breached the Contract with Plaintiff by failing or refusing to compensate Plaintiff as specified by the Contract.
14. Plaintiff did not cause Defendants to breach the Contract or interfere in any way with the ~~Defendants~~ Defendant's ability to perform their obligations under the Contract.
15. At all times Plaintiff fully performed all of its obligations under the Contract.
16. Defendants allege that prior to entering into the Contract Frewil represented to them that the Property included a washer, dryer, and dishwasher.
17. Defendants acknowledge these alleged representations were made prior to them viewing the Property, prior to them being given the opportunity to review the Contract, and prior to them signing the Contract.
18. After signing the Contract, but prior to fully moving in the Property, Defendants informed Frewil that they would be vacating the Property because it did not have a washer, dryer, or dishwasher.
19. Frewil offered to remedy the situation or rent Defendants another property, but that never materialized.
20. Plaintiff wrote Defendants to inform them that it would be retaining their security deposit and applying it towards their outstanding balance pursuant to the Contract and the South Carolina Residential Landlord Tenant Act.
21. Plaintiff then mitigated its damages by later renting the Property to third parties.
22. The Contract is unambiguous.
23. The Contract contains a merger clause that states it is the entire agreement between the Parties.
24. There is no provision in the Contract that states the Property will be equipped with a washer,

dryer, and dishwasher.

25. The Contract provides that in the event of any litigation between Plaintiff and Defendants arising from the Contract, the prevailing party is entitled to the costs of bringing such an action including an award of reasonable attorneys' fees and pre and post judgment interest at the rate allowed by law.
26. The Contract provides that Defendants are jointly and severally liable for damages arising out of the Contract.
27. As a result of the Defendants' breach of the Contract, Plaintiff has been injured and damaged.
28. The pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, show that there is no genuine issue as to any material fact.
29. Defendants did not come forward with specific facts showing that evidence exists to support its position, and that there is a genuine issue for trial.
30. The material facts are not in dispute.

CONCLUSIONS OF LAW

31. This Court has personal jurisdiction over the Parties, subject matter jurisdiction over this action, and venue is proper in Charleston County, South Carolina.
32. Service on Ms. Price and Ms. Smith was proper and perfected.
33. This Court viewed all evidence in the light most favorable to Defendants.
34. Summary judgment is appropriate as this Court previously concluded as a matter of fact that there was no genuine issue as to any material fact and Defendants failed to present specific facts showing that evidence exists to support their position that there is a genuine issue for trial.
35. This Court must resolve the disputed legal questions presented here on summary judgment.
36. Frewil's Complaint alleges a breach of the Contract by Defendants.
37. To prevail on its claim for breach of the Contract by Defendants, Frewil must prove a binding contract entered into by the Parties, a breach or unjustifiable failure to perform the Contract by Defendants, and damages suffered by Frewil as a direct and proximate result of said breach.
38. The Parties entered into a binding Contract containing a merger clause that prevents any prior terms of negotiation and/or representation from being part of the Contract unless said terms are stated within the four corners of the Contract itself.
39. The Contract does not provide for the Property to have a washer, dryer, and dishwasher.

W98

40. Defendants breached the Contract when they failed to pay Frewil pursuant to the Contract.
41. Frewil suffered damages as a direct and proximate result of said breach of the Contract.
42. Frewil properly mitigated its damages.
43. To prevail on their defense/counterclaim for misrepresentation/fraud, Defendants must prove by clear, cogent, and convincing evidence a representation by Frewil, its falsity, its materiality, either knowledge of its falsity or a reckless disregard of its truth or falsity, intent that the representation be acted upon, the hearer's ignorance of its falsity, the hearer's reliance on its truth, the hearer's right to rely thereon, and the hearer's consequent and proximate injury.
44. Defendants' defense/counterclaim of misrepresentation/fraud is fatally flawed because they lack the ability to prove Defendants' ignorance of the falsity of Frewil's alleged representations or that their reliance on said representations was reasonable.
45. Defendants cannot complain of fraud in the misrepresentation of the contents of a written instrument signed by them when the truth could have been ascertained by reading the instrument since parties to a written contract should read it and avail themselves of every opportunity to understand its content and meaning.
46. Defendants cannot be found to be ignorant of the lack of a washer, dryer, and dishwasher in the Property when they both toured the Property and were given the opportunity to review the Contract prior to signing the Contract.
47. Defendants' reliance on Frewil's alleged representations cannot be found reasonable when they both toured the Property and were given an opportunity to review the Contract prior to signing the Contract.
48. Therefore, Frewil is entitled to an Order of Summary Judgment in its favor that Defendants breached the Contract and are liable to Frewil for an amount to be determined at a damages hearing on this matter.

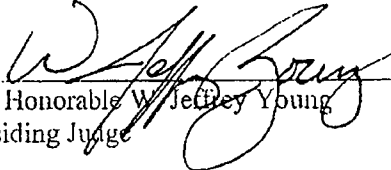
A handwritten signature in black ink, appearing to be 'WJB', is located in the lower-left quadrant of the page.

Accordingly, based on the foregoing it is:

ORDERED, that the Plaintiff's Motion for Summary Judgment is granted in so much as this Court has concluded as a matter of fact and a matter of law that Defendants are liable to Plaintiff for breaching the Contract; and it is

FURTHER ORDERED, that the issue of Plaintiff's damages is reserved pursuant to Rule 56(d) of the South Carolina Rules of Civil Procedure until Plaintiff files a Motion for a Damages Hearing and Defendants are given an opportunity to defend said Motion.

AND IT IS SO ORDERED.


The Honorable W. Jeffrey Young
Presiding Judge

15 day of Aug, 2012
Sumter, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

FREWIL, LLC)

Plaintiff,)

v.)

MADISON PRICE and
CARTER SMITH)

Defendants.)

IN THE COURT OF COMMON PLEAS

CASE NO.: 10-CP-10-9956

PLAINTIFF FREWIL, LLC's MOTION
FOR SUMMARY JUDGMENT

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 JAN -4 PM 3:51

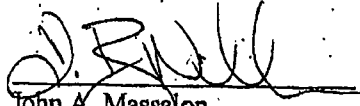
FILED

TO: MR. JOSEPH F. RUNEY, ESQUIRE, ATTORNEY FOR DEFENDANTS

PLEASE TAKE NOTICE that Plaintiff, Frewil, LLC ("Frewil"), by and through its undersigned counsel, will move before the Presiding Judge of the Court of Common Pleas for Charleston County in Charleston, South Carolina, on the tenth (10th) day after service hereof, or as soon thereafter as the parties might be heard for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting it Summary Judgment on the grounds that there is no sufficient material issues of fact and Frewil is entitled to a grant of summary judgment in its favor as a matter of law.

The basis for this Motion includes, but is not limited to, the Affidavit of David W. Abdo attached hereto as Exhibit A, the Affidavit of Carl Dietz attached hereto as Exhibit B, the Affidavit of I. Ryan Neville attached hereto as Exhibit C, various discovery responses and pleadings attached hereto as Exhibit D, the subject rental agreement attached hereto as Exhibit E, a letter from Frewil to Defendants' parents attached hereto as Exhibit F, the South Carolina Rules of Civil Procedure, applicable law, a memorandum of law, which will be filed with this Court, and arguments of counsel at a hearing on this matter.

PLEASE BE PRESENT TO DEFEND IF SO MINDED.



John A. Massalon

L. Ryan Neville

WILLS MASSALON & ALLEN LLC

Post Office Box 859

Charleston, South Carolina 29402

(843) 727-1144

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SC

January 4, 2012

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 4, 2012, copies of the attached pleading were placed in envelopes, with first-class postage prepaid, and mailed to:

Mr. Joseph F. Runey, Esquire
14 Exchange Street
Post Office Box 6
Charleston South Carolina 29402

Attorney for Defendants



WILLS MASSALON & ALLEN LLC

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

FREWIL, LLC

Plaintiff,

v.

MADISON PRICE and
CARTER SMITH

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 10-CP-10-9956

RETURN AND AFFIDAVIT AGAINST
SUMMARY JUDGMENT
(Jury Trial Demanded)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 JUL 11 PM 4:41

FILED

Personally appeared before me, Joseph F. Runey, who being duly sworn states as follows:

That he is the attorney for the Defendants in the above captioned matter and the attached Affidavits of the Defendants are submitted as a rebuttal to the Plaintiff's Motion for Summary Judgment in this matter.

Further, the Defendants submit that there are numerous issues of facts in dispute in this case and that the Plaintiff's Motion for Summary Judgment should be denied by this Court and the Defendants are requesting a Jury Trial in this matter.

Further the Defendant sayeth not!

Charleston, South Carolina

Dated: July 11, 2012

Joseph F. Runey

JOSEPH F. RONEY

ATTORNEY FOR DEFENDANTS

14 Exchange Street

Charleston, S.C. 29401

(843)722-2904 Phone

(843)722-2905 Fax

SUBSCRIBED to and sworn to

Before me this 11th day of

July 2012 Jim Shu

Notary Public for South Carolina

My Commission Expires: 4-17-18

I N D E X

DESCRIPTION

PAGE

PROCEEDINGS

4

REPORTER'S CERTIFICATE

19

E X H I B I T S

DESCRIPTION

PAGE

(No exhibits were not marked during the proceedings.)

Reported By:

Rolayne M. Volpe, CCR, RPR

Official Court Reporter for the State of South Carolina

1 The above-styled cause came on for hearing on
2 the 25th day of July, 2012, at 10:27 a.m., before Judge
3 Jeffrey Young, Judge at Large, presiding over the
4 Circuit Court for the County of Charleston, when the
5 following proceedings were had and entered of record, to
6 wit:

7 PROCEEDINGS

8 THE COURT: All right. This is Frewil, LLC,
9 versus Madison Price and Carter Smith. Whose motion?

10 MR. NEVILLE: Your Honor, my name is Ryan
11 Neville, and I'm here with the firm of Wills Massalon &
12 Allen, on behalf of Plaintiff, Frewil, LLC. I
13 appreciate your Honor taking Motion for Summary Judgment
14 because I usually don't file motions for summary
15 judgment.

16 THE COURT: You know, I don't see many motions
17 for summary judgment by plaintiffs. Usually it's by
18 the --

19 MR. NEVILLE: And Mr. Runey, here, pointed that
20 out to me that they're not granted that often. But I'm
21 here for a good reason --

22 THE COURT: And it would have to be a pretty
23 slam dunk; right?

24 MR. RUNEY: I think what you're going to hear
25 today is a slam dunk. And the reason why is a couple.

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 Rolayne M. Volpe, CCR, RPR
 Official Court Reporter for the State of South Carolina

1 THE COURT: Yeah, I kind of looked over it..
2 Apparently somebody entered into a contract for \$24,000
3 to rent an apartment, and then there wasn't a washing
4 machine, and then they decided not to; is that right?

5 MR. NEVILLE: That's correct. And you got
6 right to my second point; which is, really, there's
7 one issue here, and, that is, these alleged
8 misrepresentations that my client made about the
9 appliances, or lack thereof, at the apartment. And
10 I don't think that the misrepresentation, even viewed
11 in the light most favorable to the Defendants, is
12 material here, and here's the reason why. Like you
13 know, my client is a landlord. He was contacted by the
14 Defendants in the spring of 2009 to rent an apartment.
15 There were some discussions between the Defendants and
16 my client about whether they wanted to have an apartment
17 with appliances, the washer, dishwasher, and dryer. And
18 just for the record, every time I say "appliances," I
19 will be referring to washer, dishwasher, and dryer. So
20 there was some negotiations between the Defendants and
21 my client about whether they wanted an apartment with
22 those appliances. My client said: Well, I've got some
23 apartments that have those appliances; I have some
24 apartments that don't. Let's just show you some, and
25 you just tell me which one you want. They went and

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1 viewed the subject apartment, 132-15 Smith Street, which
2 at the time had no washer, dryer, or dishwasher, and
3 they said: Well, we'll sign it. We want this
4 apartment. We'll sign the lease. So my client provided
5 them with the contract, which is Exhibit A to the
6 Memorandum I filed with the Court yesterday, and nowhere
7 in that lease will you find that -- that it says that
8 that apartment is equipped with a washer, dryer, or
9 dishwasher. Nowhere. In fact, towards the end of that
10 contract, there is a clause that says: This document
11 forms the entire agreement. So even if you take these
12 alleged misrepresentations as being true, like we ask
13 you to do today, that document right there says that
14 that is the entire agreement.

15 Now, I know that there's law out there that
16 says if you allege fraud or misrepresentation, as the
17 Defendants have, you can get past the parol evidence
18 rule and look at those pre-negotiations. So even if we
19 take it that step and go there, we'll need to look at
20 whether they can succeed on their claims and/or defenses
21 from misrepresentations and fraud, given, you know, the
22 most favorable light as they can. And as your Honor is
23 probably aware, there's nine elements to fraud -- not
24 easy to prove. And I think that we're at the
25 appropriate stage to dispose of it right now, because

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1 two particular elements cannot be met. There's an
2 element that says the people claiming under the fraud
3 have to be ignorant --

4 THE COURT: Well, let me back up for just a
5 second.

6 MR. NEVILLE: Sure.

7 THE COURT: Would you admit that without fraud
8 your case -- that they -- you have no defense?

9 MR. RUNEY: No, your Honor, I wouldn't admit
10 that.

11 MR. NEVILLE: I would obviously disagree with
12 that completely, because I think that without fraud
13 being alleged, they don't even get to the parol evidence
14 rule and "we just looked at the document." But, again,
15 we're here, giving the light most favorable to them, and
16 so, you know, with the nine elements of fraud, the two
17 that jump out at me that the Defendants cannot meet
18 are their ignorance to the representations that they
19 allege my client made; meaning, they had to be ignorant
20 to the fact that there were no appliances in the
21 apartment.

22 Now, in the middle of that memo that Defendants
23 just submitted to your Honor, I believe the second
24 sentence in the second paragraph states: The Defendants
25 were allowed to view it -- meaning the apartment -- for

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1 a few minutes, but they were not allowed to inspect the
2 apartment.

3 Now, we're not dealing with a latent defect or
4 a hidden washer, dryer, or dishwasher. I don't know how
5 much inspection needs to be done to find something as
6 patent, obvious, and open, as a washer or dishwasher or
7 dryer. I know we live in a city where sometimes washers
8 and dishwashers and dryers are small and compact, but,
9 still, they don't require an inspection to reveal. So I
10 think that this is -- that sentence is actual -- is an
11 accurate representation of the statements made in the
12 Defendants' affidavits, so that's one reason I don't
13 think their fraud wins is because --

14 THE COURT: Well, I guess the question I've
15 had, even if they were allowed to visit for only a few
16 minutes, they still decided to sign the contract; is
17 that correct?

18 MR. RUNEY: That's correct.

19 THE COURT: And that was their fault, correct,
20 that it was only for a few minutes? I mean, they could
21 have said: Look, we haven't seen it long enough, and
22 we're not going to sign the contract until we have
23 sufficient time. That would be a reasonable thing for
24 them to do, wouldn't it?

25 MR. RUNEY: Yes, it would, your Honor, but

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1 these are two college students --

2 THE COURT: They're over 18; right?

3 MR. RUNEY: They were at the time.

4 THE COURT: Okay.

5 MR. NEVILLE: And your Honor kind of jumped
6 right to my next point, which is, the reason of their
7 reliances. After they were given the opportunity to
8 inspect the apartment and became no longer ignorant to
9 the fact that it lacked these appliances, they were
10 given a contract that nowhere in the contract says is
11 there going to be appliances -- that we're talking
12 about -- furnished. Nowhere in there will you find it.
13 And then, still, even given the opportunity to inspect
14 it, given the opportunity to read a contract --

15 Which, your Honor, I cited some law to you
16 about not being able to claim mistake if you actually
17 have a document in front of you and you fail to read it.
18 -- they still signed.

19 Then, fast-forward from April to August, they
20 decide they no longer want to live in the apartment, for
21 whatever reason. They say it's because washer,
22 dishwasher, dryer weren't there. My client believes
23 that it was because they found a better deal somewhere
24 else. But, nonetheless, they asked my client to remedy
25 the situation by putting in a washer, dryer, and

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1 dishwasher there. I believe what you will hear a little
2 bit -- from today, as defense counsel already alluded
3 to -- is that his clients were innocent college
4 freshmen. They didn't know any better, and that my
5 client is the big bad landlord taking advantage of these
6 girls. That's not the case. My client completely tried
7 to work with these girls by saying: Well, if you will
8 just give me some time, despite the fact that you knew
9 that there wasn't a washer, dryer, and all those
10 appliances in here, we'll get something that will work
11 for you. And at that point, they decided, nah, we'll
12 just go somewhere else. Again, we have our own reasons
13 for it; they have theirs. But it just never
14 materialized. And I think that there's nothing else to
15 belabor.

16 Like your Honor said, summary judgment is not
17 granted that often, but if ever there was a case
18 appropriate for summary judgment for a breach of a
19 landlord/tenant agreement, I mean, this is it. And I
20 welcome any of the Court's questions, but that's pretty
21 much as simple and straightforward as it gets.

22 THE COURT: I didn't get a chance. What amount
23 was the Plaintiff actually seeking? I saw in the
24 memorandum that he tried to cover --

25 MR. RUNEY: Uh-huh.

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1 THE COURT: -- and mitigate his damages.

2 MR. NEVILLE: Yes, it is in the neighborhood of
3 \$12,500. He was able to rent the apartment in November.
4 But at that time, as your Honor can imagine, with
5 Charleston being a college town, most of the kids
6 already had their rental places, and so he had to lower
7 the rent amount to meet the demand. He rented it for a
8 much lesser amount, and -- No. I'm sorry. Before I
9 skip one last thing.

10 There's some issue that's been raised as to
11 whether my client violated the South Carolina
12 Residential Landlord Tenant Act by withholding the
13 security deposit. My client is entitled to that
14 security deposit so long as he gives them proper notice
15 that he's going to withhold it and apply it to the
16 outstanding balance. He did that in a letter, which
17 I attached as an exhibit to the memorandum, within
18 30 days of the whole breach, and so I think there's
19 been -- there's an allegation of a South Carolina
20 violation of the Residential Landlord Tenant Act, and
21 so I think that for the reasons set forth, you know,
22 straightforward contract, their client breached it, they
23 don't succeed on their claims for misrepresentation or
24 breach of contract and fraudulent intent for violation
25 to the South Carolina Residential Landlord Tenant Act

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1 for the reasons that we've discussed. I'll be happy to
2 answer any questions.

3 THE COURT: Thank you. I don't have any
4 questions.

5 Yes, sir, Mr. Runey.

6 MR. RUNEY: Your Honor, I represent these two
7 freshmen entering the College of Charleston. The
8 Plaintiff would have you believe that they had an
9 opportunity to inspect the property. They had about two
10 minutes to look at --

11 THE COURT: But they still signed the lease.

12 MR. RUNEY: That's correct, your Honor. They
13 signed --

14 THE COURT: And they are of the majority, and
15 they are entitled to do that.

16 MR. RUNEY: And, your Honor, a part of their
17 lease -- a part of the agreement they sign was the
18 deposit -- a cleaning deposit that states that they are
19 responsible for keeping the -- cleaning the dishwasher.
20 That's in there on part of their -- the Defendants'
21 exhibits. There's a dishwasher [sic] that says: You
22 don't get your security deposit back unless you clean
23 the dishwasher, and that's specifically stated in the
24 paperwork. The client signed that, believing that there
25 was a dishwasher, and that there was a washer and dryer

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1 hookup in the unit. And they didn't get to look at it
2 but for a couple of minutes. They came three months
3 later when the lease was to go in effect, they didn't
4 move in -- they never moved into the unit. They
5 refused to accept it when they found out there was
6 no dishwasher, and there was no washer and dryer or
7 washer and dryer hookups. They were told on numerous
8 occasions -- all three affidavits -- the two Defendants
9 and the mother of one of the Defendants -- states that
10 they were promised that washer and dryer would be
11 part of the unit. They also stated, your Honor, that
12 the -- the Plaintiff offered to lease them another unit
13 which had these appliances, but he failed to do so.
14 That would be misrepresentation; that would be part of
15 the fraudulent act. They not only asked Mr. Abdo, who's
16 the owner, the Plaintiff, they asked the person who
17 showed them: Are there washer and dryer hookups, and is
18 there a dishwasher there? And they said yes. When they
19 came in to move in --

20 THE COURT: That was after the signing of the
21 rental agreement; correct?

22 MR. RUNEY: No. The rental -- they asked them
23 before and after --

24 THE COURT: Okay. But they still signed the
25 rental agreement.

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1 MR. RUNEY: But the rental agreement said,
2 when they signed it, that it had a dishwasher, and they
3 were responsible for cleaning it. That would be on
4 exhibit -- on the cleaning deposit exhibit that the
5 Defendants submitted, saying that they will not get
6 their deposit back unless they clean the dishwasher. It
7 specifically says dishwasher. Does not say washer and
8 dryer.

9 I would believe that to be -- hold on a
10 sec. -- in the exhibits submitted by the Defendant
11 regarding the return of the security deposit.

12 I don't know what page it is, your Honor, but
13 it says -- Security Deposit Agreement says, the entire
14 premises must be cleaned, including range, oven,
15 refrigerator, dishwasher. That was signed at the time
16 of the lease and indicated to my clients' belief that
17 there was a dishwasher in there and washer and dryer
18 hookups. When they found out there wasn't, they said
19 that they would not rent the unit. They took them over
20 and showed them another apartment on Radcliffe Street.
21 They said they would take that, and, for whatever
22 reason, the Plaintiff did not offer that to them, and
23 he felt that he had them bound to this lease, and he
24 wasn't going to let them out of the lease even though
25 it specifically said dishwasher and washer and

Reported By:
Rolayne M. Volpe, CCR, RPR
Official Court Reporter for the State of South Carolina

1 dryer.

2 Based on that, I believe the Defendant -- the
3 Plaintiff made numerous misrepresentations to my
4 clients. I also believe that when he offered them the
5 other apartment, they accepted it, he should have given
6 it to them, and he did not. I assume he rented it to
7 someone else since he already had my clients on the hook
8 on this property.

9 And as far as the Landlord Tenant Act, your
10 Honor, there is a letter in there, but it was not
11 mailed to my clients. It was mailed to their parents
12 at the parents' address. Also, in the paperwork, the
13 application for the lease, my clients gave the
14 landlord E-mail addresses where he could have very
15 easily E-mailed that to my clients. My clients never
16 received that letter and knew nothing about it. In
17 fact, the -- Ms. Smith sent a registered letter to
18 the Defendant [sic] a week later demanding that the
19 security deposit be returned, and that was never
20 responded to.

21 So many of these issues here, your Honor,
22 in fact, on the affidavit of David Abdo, Number 9,
23 Number 11, and Number 20, they're some inconsistencies.
24 Because in the affidavit, it says: The Defendants
25 wanted to rent the other apartment. And it's from the

Reported By:
Rolayne M. Volpe, CCR, RPR
Official Court Reporter for the State of South Carolina

1 Plaintiff. And they were willing to do that, accept the
2 second apartment, but they didn't allow them to.

3 THE COURT: But there was nothing in the law
4 that required the Defendant [sic] to rent the next
5 apartment to them, is there? I mean, he's not bound to
6 give -- actually, he's not bound to give them another
7 apartment, is he?

8 MR. RUNEY: He's not required by law, your
9 Honor. But the -- the apartment did not have a
10 dishwasher, and the security agreement says it would,
11 and it did not have washer and dryer hookups. And they
12 tried to work it out with him, and he showed them
13 another unit, and they said: We'll take it.

14 THE COURT: And those were just negotiations
15 that never consummated into a contract.

16 MR. RUNEY: I understand that. But he also
17 breached the contract by not supplying the dishwasher.
18 That's clear on the clean-up security deposit where it
19 specifically states dishwasher, which is part of the
20 lease.

21 THE COURT: What do you say about that? Does
22 that make it an issue of fact, in your opinion?

23 MR. NEVILLE: I would say it doesn't. And I
24 would also point out that neither of the affidavits make
25 any reference about relying on the contract. And the

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Official Court Reporter for the State of South Carolina
1

1 reason why they didn't rely on the contract, is because
2 if they would have relied on the contract, they would
3 have seen that they didn't have any of the appliances
4 that we're here for today. And, so, the fact that my
5 client used a standard security agreement with one word
6 in there that said the word "dishwasher" on Number 4, of
7 which neither of the Defendants make any allegation that
8 they were relied upon that statement in signing this
9 contract, is of no material issue whatsoever.

10 THE COURT: All right. I'm going to take this
11 under advisement. I'll notify y'all within 15 days.
12 You can -- or would both of you like to submit a
13 proposed order?

14 MR. NEVILLE: I'm happy to submit a proposed
15 order.

16 THE COURT: Thank you.

17 MR. NEVILLE: When would you like it?

18 THE COURT: Within 15 days.

19 MR. NEVILLE: Okay.

20 MR. RUNEY: Thank you, your Honor.

21 MR. NEVILLE: And would you like that e-mailed
22 to you, or --

23 THE COURT: Send it by regular mail, return
24 receipt, self-addressed stamped envelope. Thank you.

25 MR. RUNEY: Thank you, your Honor.

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Official Court Reporter for the State of South Carolina

1 THE COURT: Thank you.

2 (The hearing of this cause concluded
3 at 10:45 a.m., on July 25, 2012.)
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Reported By:
Rolayne M. Volpe, CCR, RPR
Official Court Reporter for the State of South Carolina

REPORTER'S CERTIFICATE

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

)
) ss.
)

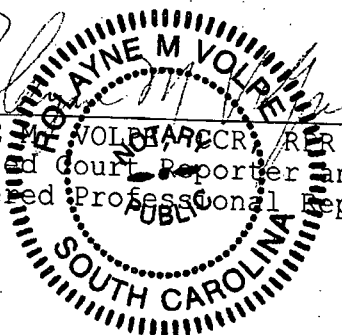
I, ROLAYNE M. VOLPE, Certified Court Reporter, CCR, and Registered Professional Reporter, RPR, do hereby certify that the transcript of the foregoing proceedings accurately reflects the events that occurred before me to the best of my ability at the time and place set out on the caption hereto, the witnesses having been duly cautioned and sworn, or affirmed, to tell the truth, the whole truth, and nothing but the truth.

I FURTHER CERTIFY that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken or to any attorney or counsel employed by the parties hereto, nor financially interested, directly or indirectly, in the outcome of this action.

CERTIFIED AND SIGNED on this 15th day of February, 2013.

ORIGINAL

ROLAYNE M. VOLPE, CCR, RPR
Certified Court Reporter and
Registered Professional Reporter



Reported By:
Rolayne M. Volpe, CCR, RPR
Official Court Reporter for the State of South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO.: 10-CP-10-
FREWIL, LLC	)	
Plaintiff,	)	
v.	)	COMPLAINT
MADISON PRICE and	)	
CARTER SMITH	)	
Defendants,	)	

2010 DEC -3 PM 3:36
 JULIE J. ARBUSTONG
 CLERK OF COURT

Plaintiff, Frewil, LLC complaining of the Defendants Madison Price and Carter Smith, alleges the following:

PARTIES AND JURISDICTION

1. Plaintiff, Frewil, LLC., (hereinafter "Plaintiff") is a limited liability company that is organized, existing, and authorized to do business in the State of South Carolina.
2. Upon information and belief, Defendant Madison Price is a citizen and resident of the State of South Carolina.
3. Upon information and belief, Defendant Carter Smith is a citizen and resident of the State of South Carolina.
4. This dispute arises out of a rental agreement for property located at 132-15 Smith Street, Charleston, South Carolina 29403 (hereinafter "the Property").
5. This Court has personal jurisdiction of the parties, subject matter jurisdiction of this action, and venue is proper in Charleston County.

FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

6. The allegations contained in the foregoing paragraphs are realleged and restated as if repeated herein verbatim.
7. On or about April 20, 2009, Plaintiff and Defendants entered into a contract whereby Defendants agreed to rent the Property from Plaintiff for one year for a total of \$24,300.00 payable in monthly installments of \$2,025.00 beginning August 1, 2009 and ending July

EXHIBIT B

- 31, 2010 (hereinafter "the Contract").
8. Plaintiff and Defendant were competent and able to enter into a valid and binding Contract.
 9. The Contract was signed by Plaintiff's officer and lawful agent, David W. Abdo, and Defendants Madison Price and Carter Smith.
 10. David W. Abdo had the legal authority and capacity to enter into a valid and binding Contract with Defendants on behalf of Plaintiff.
 11. In consideration of the mutual promises between Plaintiff and Defendants, Plaintiff promised to provide and did in fact provide the Property for Defendants as more fully described in the Contract, which is hereby specifically incorporated by reference and attached hereto as Exhibit A..
 12. In consideration of the mutual promises between Plaintiff and Defendants, Defendants promised to pay but did not in fact pay Defendant a total of \$24,300 in monthly installments of \$2,025 beginning August 1, 2009 and ending July 31, 2010 as more fully described in the Contract.
 13. Defendants had a duty to compensate Plaintiff pursuant to the promises and obligations in the Contract.
 14. Defendants breached the Contract with Plaintiff by failing or refusing to compensate Plaintiff as specified by the Contract.
 15. Plaintiff did not cause Defendants to breach the Contract or interfere in any way with the Defendant's ability to perform its obligations under said Contract.
 16. At all times Plaintiff fully performed all of its obligations under the Contract.
 17. The Contract provides that in the event of any litigation between Plaintiff and Defendants arising from the Contract, the prevailing party is entitled to the costs of bringing such an action including an award of reasonable attorneys' fees and pre and post judgment interest at the rate allowed by law.
 18. The Contract provides that Defendants are jointly and severally liable for damages arising out of the Contract.
 19. As a result of the Defendants' breach of the Contract, Plaintiff has been injured and damaged in an amount to be proven during the trial of this action.
 20. Therefore, Plaintiff prays for a judgment for actual damages, consequential damages,

compensatory damages, prejudgment interest, post-judgment interest, costs of this action, and attorneys' fees as may be determined by the finder of fact.

FOR A SECOND CAUSE OF ACTION

(Unjust Enrichment)

21. The allegations contained in the foregoing paragraphs are realleged and restated as if repeated herein verbatim.
22. Benefits were conferred upon Defendants when Plaintiff provided the Property to Defendants.
23. Defendants realized the benefits conferred when Defendants became entitled to inhabit the Property.
24. Those benefits implied a duty for Defendants to reimburse and compensate Plaintiff for the value of the benefits conferred.
25. Defendants have retained the benefits conferred by Plaintiff under conditions that make it inequitable for Defendants to retain them without paying Plaintiff the reasonable value of those goods and services.
26. As a result, Defendants have breached their implied promise and duty, and unjustly retained the benefits of the right to live in the Property.
27. Plaintiff has been injured and damaged as a result of Defendants' actions as previously set forth herein.
28. Plaintiff is therefore entitled to a judgment against Defendants for the value of the benefits conferred upon Defendants plus the costs of this action.

FOR A THIRD CAUSE OF ACTION

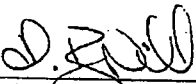
(Quasi Contract / Quantum Meruit)

29. The allegations contained in the foregoing paragraphs are realleged and restated as if repeated herein verbatim.
30. Benefits were conferred upon Defendants when Plaintiff provided the Property to Defendants.
31. Defendants realized the benefits conferred by Plaintiff.
32. Defendants have retained the benefits conferred by Plaintiff under conditions that make it inequitable for Defendants to retain them without paying Plaintiff for those goods and services.

33. As a direct and proximate result of Defendants' conduct as set forth herein, Plaintiff has been injured and damaged in an amount to be proven at trial.
34. Plaintiff is entitled to a judgment against Defendants for the benefits received by Defendants, plus the costs of this action.

WHEREFORE, based upon the foregoing, Plaintiff prays for judgment against Defendants as follows:

- a. As to the First Cause of Action: actual damages, consequential damages, compensatory damages, prejudgment interest, post-judgment interest, costs of this action, and attorneys' fees as may be determined by the finder of fact;
- b. As to the Second and Third Causes of Action: damages as may be determined by the finder of fact plus the costs of this action;
- c. As to All Causes of Action: for such other further relief as this Court deems just and proper.



John A. Massalon
I. Ryan Neville
WILLS MASSALON & ALLEN, LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SC

December 3, 2010

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

CASE NO.: 2010-CP-10-9956

FREWIL, LLC,)

Plaintiff,)

ANSWER AND COUNTERCLAIM

Vs.)

MADISON PRICE and
CARTER SMITH,)

Defendants.)

FILED
2011 FEB 11 AM 11:36
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The Defendants, Madison Price and Carter Smith Answering the Complaint herein would show unto this Honorable Court as follows:

1. The Defendants deny each and every allegation of the Complaint not hereinafter admitted and/or qualified;
2. The Defendants, upon information and belief, admit the allegations of paragraph 1 of the Complaint herein.
3. The Defendant, Madison Price, admits allegations of paragraph 2 of the Complaint herein.
4. The Defendant, Carter Smith, denies the allegations of paragraph 3 of the Complaint herein and states that she is a student at the College of Charleston and a resident of the State of Virginia.
5. The Defendants, admit allegations contained in paragraph 4 of the Complaint herein.
6. The Defendants upon information and belief, admit allegations of paragraph 5 of the Complaint herein.

FOR A FIRST DEFENSE

7. The Defendants reallege and reaffirm all of the allegations contained in paragraphs 1 through 6 of this Answer and Counterclaim just as if fully written herein.
8. The Defendant's admit the allegations of paragraph 6, 7, 8, 9, and 10 of the Complaint herein.
9. The Defendants deny the allegations of paragraph 11 of the Complaint herein.
10. The Defendants admit the allegations of paragraph 12 of the Complaint herein.
11. The Defendants deny the allegations of paragraph 13 of the Complaint herein.
12. The Defendants deny the allegations of paragraphs 14, 15 and 16 of the Complaint herein and expressly state that it was the Plaintiff and not the Defendants who breached the Parties Contract.
13. The Defendants admit the allegations of paragraph 17 and 18 of the Complaint herein.
14. The Defendants deny the allegations of paragraphs 19 and 20 of the Complaint herein.

FOR A SECOND DEFENSE

15. The Defendants repeat and reiterates all of the allegations contained in paragraphs 1 through 14 of their Answer and Counterclaim just as if fully written herein.
16. The Defendants deny the allegations contained in paragraphs 21, 22, 23, 24, 25, 26, 27 and 28 of the Complaint and demand strict proof thereof.

FOR A THIRD DEFENSE

17. The Defendants repeat and reiterate all of the allegations contained in paragraphs 1 through 16 of their Answer and Counterclaim.
18. The Defendants deny the allegations contained in paragraphs 29, 30, 31, 32, 33 and 34 of the Complaint and demand strict proof thereof.

FOR A FOURTH DEFENSE AND BY WAY OF A COUNTERCLAIM
(Misrepresentation of Material Facts)

19. The Defendants repeat and reiterates all of the allegations contained in paragraphs 1 through 18 of their Answer and Counterclaim just as if fully written herein.
20. The Defendants state that at the time of entering into their Lease with the Plaintiff, the Plaintiff and Plaintiff's agent represented to the Defendants that the apartment that they were renting was equipped with a dishwasher and a washer and dryer, however at the time the Defendants were ready to move in the Defendants found that the plaintiff had misrepresented that the dishwasher and washer and dryer were in their unit.
21. Further the Defendants, at the time of signing their lease with Plaintiff the Defendants were unaware of and had no knowledge of the falsity of the Plaintiff's representations and they had the right to rely upon said representation.
22. Further, the Defendants relied upon the Plaintiff's misrepresentations and Defendants would not have signed their Lease Agreement had they known of the falsity of the Plaintiff's.
23. That because of the Plaintiff and Plaintiff's agents' false representations, Defendants refused to move into the Plaintiff's rental property and Defendants were forced to find another place to live.
24. That Plaintiff's agents misrepresented problems related to the rental apartment and said misrepresentations were detrimental to the Defendants.
25. That the Plaintiff and Plaintiff's agents' had an interest in making the false representations to the Defendants and owed a duty to the Defendants to insure the truthfulness of their representations to the Defendants.
26. That the Plaintiff breached the duty owed to the Defendants in regards to the misrepresentations as to the existence of the dishwasher, and washer and dryer and as to the condition of other appliances in the Plaintiff's property and the Defendants justifiably relied upon said representation of the Plaintiff to their detriment.

27. That as a direct result of the Plaintiff's reliance upon the misrepresentations of the Plaintiff, the Defendants have suffered damages entitling the Defendants to actual and punitive damages.

**FOR A FIFTH DEFENSE AND BY WAY OF A SECOND COUNTERCLAIM
(Breach of Contract Accompanied by Fraudulent Act)**

28. The Defendants repeat and reiterate all of the allegations contained in paragraphs 1 through 27 of their Answer and Counterclaim just as if fully written herein.
29. The Defendant's allege that the Plaintiff breached its contract with the Defendants by failing to disclose and by intentionally misrepresenting information and problems related to the Plaintiff's property and such Breach of Contract was accompanied by fraudulent acts.
30. That the Plaintiff agreed to allow the Defendants to rent another apartment from the Plaintiff which had a dishwasher and a washer and dryer, however, the Plaintiff failed and refused to follow through with the offer made to the Defendants.
31. That the Plaintiff's actions and its agents, actions constitutes willfull and wanton acts, entitling the Defendants to actual and punitive damages against the Plaintiff.

**FOR A SIXTH DEFENSE AND BY WAY OF A COUNTERCLAIM
(Violation of South Carolina Landlord Tenant Act)**

32. Defendants repeats and reiterates all of the allegations of their First through Fifth Defenses just as if fully written herein.
33. Defendants states that the Defendants timely demanded that the Plaintiff refund their security deposit paid on the apartment herein and despite Defendants' demand the Plaintiff failed and refused to refund the Defendants' deposit.
34. That the Defendants are informed and believe that the Plaintiff's actions and omissions in leasing its property to the Defendants were in violation of the State of South Carolina Landlord Tenant Act which entitles the Defendants to treble damages and attorney fees.

FOR A FIRST DEFENSE

7. The Defendants reallege and reaffirm all of the allegations contained in paragraphs 1 through 6 of this Answer and Counterclaim just as if fully written herein.
8. The Defendant's admit the allegations of paragraph 6, 7, 8, 9, and 10 of the Complaint herein.
9. The Defendants deny the allegations of paragraph 11 of the Complaint herein.
10. The Defendants admit the allegations of paragraph 12 of the Complaint herein.
11. The Defendants deny the allegations of paragraph 13 of the Complaint herein.
12. The Defendants deny the allegations of paragraphs 14, 15 and 16 of the Complaint herein and expressly state that it was the Plaintiff and not the Defendants who breached the Parties Contract.
13. The Defendants admit the allegations of paragraph 17 and 18 of the Complaint herein.
14. The Defendants deny the allegations of paragraphs 19 and 20 of the Complaint herein.

FOR A SECOND DEFENSE

15. The Defendants repeat and reiterates all of the allegations contained in paragraphs 1 through 14 of their Answer and Counterclaim just as if fully written herein.
16. The Defendants deny the allegations contained in paragraphs 21, 22, 23, 24, 25, 26, 27 and 28 of the Complaint and demand strict proof thereof.

FOR A THIRD DEFENSE

17. The Defendants repeat and reiterate all of the allegations contained in paragraphs 1 through 16 of their Answer and Counterclaim.
18. The Defendants deny the allegations contained in paragraphs 29, 30, 31, 32, 33 and 34 of the Complaint and demand strict proof thereof.

FOR A FOURTH DEFENSE AND BY WAY OF A COUNTERCLAIM
(Misrepresentation of Material Facts)

19. The Defendants repeat and reiterates all of the allegations contained in paragraphs 1 through 18 of their Answer and Counterclaim just as if fully written herein.
20. The Defendants state that at the time of entering into their Lease with the Plaintiff, the Plaintiff and Plaintiff's agent represented to the Defendants that the apartment that they were renting was equipped with a dishwasher and a washer and dryer, however at the time the Defendants were ready to move in the Defendants found that the plaintiff had misrepresented that the dishwasher and washer and dryer were in their unit.
21. Further the Defendants, at the time of signing their lease with Plaintiff the Defendants were unaware of and had no knowledge of the falsity of the Plaintiff's representations and they had the right to rely upon said representation
22. Further, the Defendants relied upon the Plaintiff's misrepresentations and Defendants would not have signed their Lease Agreement had they known of the falsity of the Plaintiff's.
23. That because of the Plaintiff and Plaintiff's agents' false representations, Defendants refused to move into the Plaintiff's rental property and Defendants were forced to find another place to live.
24. That Plaintiff's agents misrepresented problems related to the rental apartment and said misrepresentations were detrimental to the Defendants.
25. That the Plaintiff and Plaintiff's agents' had an interest in making the false representations to the Defendants and owed a duty to the Defendants to insure the truthfulness of their representations to the Defendants.
26. That the Plaintiff breached the duty owed to the Defendants in regards to the misrepresentations as to the existence of the dishwasher, and washer and dryer and as to the condition of other appliances in the Plaintiff's property and the Defendants justifiably relied upon said representation of the Plaintiff to their detriment.

27. That as a direct result of the Plaintiff's reliance upon the misrepresentations of the Plaintiff, the Defendants have suffered damages entitling the Defendants to actual and punitive damages.

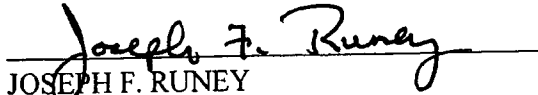
**FOR A FIFTH DEFENSE AND BY WAY OF A SECOND COUNTERCLAIM
(Breach of Contract Accompanied by Fraudulent Act)**

28. The Defendants repeat and reiterate all of the allegations contained in paragraphs 1 through 27 of their Answer and Counterclaim just as if fully written herein.
29. The Defendant's allege that the Plaintiff breached its contract with the Defendants by failing to disclose and by intentionally misrepresenting information and problems related to the Plaintiff's property and such Breach of Contract was accompanied by fraudulent acts.
30. That the Plaintiff agreed to allow the Defendants to rent another apartment from the Plaintiff which had a dishwasher and a washer and dryer, however, the Plaintiff failed and refused to follow through with the offer made to the Defendants.
31. That the Plaintiff's actions and its agents, actions constitutes willfull and wanton acts, entitling the Defendants to actual and punitive damages against the Plaintiff.

**FOR A SIXTH DEFENSE AND BY WAY OF A COUNTERCLAIM
(Violation of South Carolina Landlord Tenant Act)**

32. Defendants repeats and reiterates all of the allegations of their First through Fifth Defenses just as if fully written herein.
33. Defendants states that the Defendants timely demanded that the Plaintiff refund their security deposit paid on the apartment herein and despite Defendants' demand the Plaintiff failed and refused to refund the Defendants' deposit.
34. That the Defendants are informed and believe that the Plaintiff's actions and omissions in leasing its property to the Defendants were in violation of the State of South Carolina Landlord Tenant Act which entitles the Defendants to treble damages and attorney fees.

Wherefore the Defendants request that the Plaintiff's Complaint herein be dismissed and that the Defendants be awarded actual and punitive damages on each of its Causes of Action in such amounts as to be determined by the Trier of Fact and that the Defendants be awarded treble damages, cost and attorney fees. The Defendants further request such other and further relief as this Court shall Deem just and proper.


JOSEPH F. RUNEY
ATTORNEY FOR DEFENDANTS
MADISON PRICE AND CARTER SMITH
14 Exchange Street
Charleston, South Carolina 29401
(843)722-2904 Phone
(843)722-2905 Fax

Charleston, South Carolina
Dated: Feb 10, 2011

731-1

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
FREWIL, LLC)
Plaintiff,)
v.)
MADISON PRICE and)
CARTER SMITH)
Defendants.)

IN THE COURT OF COMMON PLEAS
CASE NO.: 10-CP-10-9956

PLAINTIFF'S REPLY TO
DEFENDANTS' COUNTERCLAIM

FILED
2011 MAR 14 PM 3:46
JULIE J. ANASTASIOUS
CLERK OF COURT

Plaintiff, Frewil, LLC ("Frewil") replies to the Answer and Counterclaims of Defendants, Madison Price and Carter Smith, as follows:

FOR A FIRST DEFENSE

1. Plaintiff denies each and every allegation of Defendant's Answer and Counterclaims not hereinafter specifically admitted.
2. Paragraphs 1-18 constitute Defendants' answer and defenses to Plaintiff's Complaint and require no response from Plaintiff; however, to the extent those paragraphs imply or infer liability or fault on the part of Plaintiff, she denies those allegations.

FOR A FIRST DEFENSE TO THE FIRST COUNTERCLAIM

3. Answering the allegations of Paragraph 19, Plaintiff repeats and reiterates the allegations of the foregoing paragraphs as fully as if repeated herein verbatim.
4. The allegations of Paragraph 20 are denied, and strict proof is demanded of the same.
5. Frewil lack information and knowledge sufficient to form a belief as to the allegations of Paragraphs 21-24, and as such, denies the same.
6. The allegations of Paragraphs 25-27 are denied.
7. Answering the allegations of Paragraph 19, Plaintiff repeats and reiterates the allegations of the foregoing paragraphs as fully as if repeated herein verbatim.

FOR A FIRST DEFENSE TO THE SECOND COUNTERCLAIM

8. Answering the allegations of Paragraph 28, Plaintiff repeats and reiterates the allegations of the foregoing paragraphs as fully as if repeated herein verbatim.
9. The allegations of Paragraphs 29-31 are denied.

FOR A FIRST DEFENSE TO THE THIRD COUNTERCLAIM

10. Answering the allegations of Paragraph 32, Plaintiff repeats and reiterates the allegations of the foregoing paragraphs as fully as if repeated herein verbatim.
11. The allegations of Paragraphs 33-34 are denied.

FOR AN AFFIRMATIVE DEFENSE

12. Defendants' Counterclaims fails to set forth sufficient facts to constitute a cause of action and, therefore, should be dismissed pursuant to Rule 12(b)(6), S.C.R.C.P.

FOR AN AFFIRMATIVE DEFENSE

13. Defendants' Counterclaims may be barred by the doctrine of estoppel.

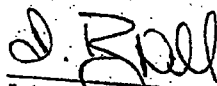
FOR AN AFFIRMATIVE DEFENSE

14. Defendants' Counterclaims claims might be barred by the doctrine of waiver.

FOR AN AFFIRMATIVE DEFENSE

15. Frewil specifically reserves any additional and/or affirmative defenses as may be available to it or revealed to it during the course of the investigation and/or discovery in this case.

WHEREFORE, having fully replied to Defendants' Counterclaims, Frewil prays that Defendants' Counterclaims be dismissed, and for costs, disbursements, expenses, and attorneys' fees to be paid by Defendants, and for such other and further relief as this Court may deem just and proper.



John A. Massalon
I. Ryan Neville
WILLS MASSALON & ALLEN LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144

ATTORNEYS FOR PLAINTIFF

CHARLESTON, SC

March 14, 2011

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 14, 2011, copies of the attached pleading were placed in envelopes, with first-class postage prepaid, and mailed to:

Mr. Joseph F. Runey, Esquire
14 Exchange Street
Post Office Box 6
Charleston South Carolina 29402

Attorney for Defendants

Wills Massalon & Allen LLC
WILLS MASSALON & ALLEN LLC

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2011 MAR 14 PM 3:46

FILED

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO.: 10-CF-10-9956
	)	
FREWIL, LLC	)	
	)	
Plaintiff,	)	
	)	
v.	)	AFFIDAVIT OF DAVID W. ABDO
	)	
MADISON PRICE and	)	
CARTER SMITH	)	
	)	
Defendants.	)	
	)	

Personally appeared before me, David W. Abdo, who being duly sworn deposes and says:

1. That I am competent to make this Affidavit.
2. That the matters within this Affidavit are within my personal knowledge.
3. That I am over the age of eighteen (18).
4. That I am the owner of Frewil, LLC ("Frewil").
5. That Frewil is a limited liability company that is organized, existing, and authorized to do business in the State of South Carolina.
6. In or around April of 2009, Carl V. Dietz, III, acting as an independent contractor on behalf of Frewil with full authority, showed Madison Price ("Ms. Price") and Carter Smith ("Ms. Smith") Frewil's apartment located at 132-15 Smith Street, Charleston, South Carolina 29403 ("the Property").
7. At the time Ms. Price and Ms. Smith viewed the Property, it did not have a washer, dryer, or dishwasher.
8. That I did not guarantee or promise that a washer, dryer, and dishwasher would be installed at the Property
9. That Carl V. Dietz, III, acting as an independent contractor on behalf of Frewil with full authority, showed Ms. Price and Ms. Smith another Frewil apartment that already had a washer, dryer, and dishwasher, but Ms. Price and Ms. Smith wanted to rent the Property.
10. On or about April 20, 2009, Frewil entered into a contract with Ms. Price and Ms. Smith

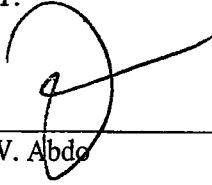
whereby Ms. Price and Ms. Smith agreed to rent the Property from Frewil for one year for a total of \$24,300.00 payable in monthly installments of \$2,025.00 beginning August 1, 2009 and ending July 31, 2010 ("the Contract").

11. That the Contract does not contain any condition, promise, and/or guaranty that the Property be equipped with a washer, dryer, and dishwasher.
12. Frewil was competent and able to enter into a valid and binding Contract.
13. The Contract was signed by Frewil's officer and lawful agent, David W. Abdo, and Ms. Price and Ms. Smith.
14. David W. Abdo had the legal authority and capacity to enter into a valid and binding Contract with Ms. Price and Ms. Smith on behalf of Frewil.
15. In consideration of the mutual promises between Frewil and Ms. Price and Ms. Smith, Frewil promised to provide and did in fact provide the Property for Ms. Price and Ms. Smith as more fully described in the Contract.
16. In consideration of the mutual promises between Frewil and Ms. Price and Ms. Smith, Ms. Price and Ms. Smith promised to pay but did not in fact pay Defendant a total of \$24,300 in monthly installments of \$2,025 beginning August 1, 2009 and ending July 31, 2010 as more fully described in the Contract.
17. Frewil did not cause Ms. Price and Ms. Smith to breach the Contract or interfere in any way with their ability to perform their obligations under said Contract.
18. At all times Frewil fully performed all of its obligations under the Contract.
19. The Contract provides that in the event of any litigation between Frewil and Ms. Price and Ms. Smith, the prevailing party is entitled to the costs and expenses of bringing such an action including an award of reasonable attorneys' fees, costs, and interest at the rate allowed by law.
20. That the Contract states it and all attached rules, policies, regulations and forms, including but not limited to the Applications(s), Pet Policy, Security Deposit Agreement, Thirty Day Notice and Policies and Rules Agreement, form the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify this Lease shall be invalid unless the same is in writing and executed by both parties thereto.
21. The Contract provides that Ms. Price and Ms. Smith are jointly and severally liable for

damages arising out of the Contract.

22. That I, acting on behalf of Frewil, provided written notice within 30 days from August 1, 2009 that Frewil would not be returning their security deposit but would rather apply that to their outstanding debt.

FURTHER YOUR AFFIANT SAYETH NOT.



David W. Abdo

SWORN to before me this

7 day of December 2011.



Notary Public for the State of South Carolina

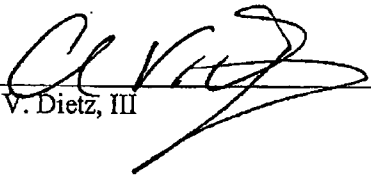
My Commission Expires: 12-1-2018

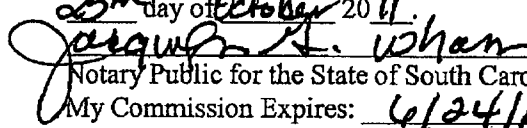
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CASE NO.: 10-CP-10-9956
FREWIL, LLC	)	
Plaintiff,	)	
v.	)	AFFIDAVIT OF CARL V. DIETZ, III
MADISON PRICE and	)	
CARTER SMITH	)	
Defendants.	)	

Personally appeared before me, Carl V. Dietz, III, who being duly sworn deposes and says:

1. That I am competent to make this Affidavit.
2. That the matters within this Affidavit are within my personal knowledge.
3. That I am over the age of eighteen (18).
4. That I am an independent contractor occasionally employed by Frewil, LLC ("Frewil").
5. That in or around April of 2009, while acting as an independent contractor on behalf of Frewil with full authority, I showed Madison Price ("Ms. Price") and Carter Smith ("Ms. Smith") Frewil's apartment located at 132-15 Smith Street, Charleston, South Carolina 29403 ("the Property").
6. At the time Ms. Price and Ms. Smith viewed the Property, it did not have a washer, dryer, or dishwasher.
7. That I did not guarantee or promise that a washer, dryer, and dishwasher would be installed at the Property.
8. That while acting as an independent contractor on behalf of Frewil with full authority, I showed Ms. Price and Ms. Smith another Frewil apartment that already had a washer, dryer, and dishwasher, but Ms. Price and Ms. Smith wanted to rent the Property.

FURTHER YOUR AFFIANT SAYETH NOT.


Carl V. Dietz, III

SWORN to before me this
25th day of October 20 11.

Notary Public for the State of South Carolina
My Commission Expires: 6/24/14

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

CASE NO.: 10-CP-10-9956

FREWIL, LLC)

Plaintiff,)

v.)

AFFIDAVIT OF L RYAN NEVILLE

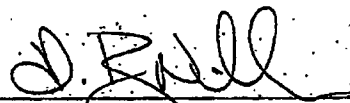
MADISON PRICE and
CARTER SMITH)

Defendants.)

PERSONALLY appeared before me the undersigned attorney, who first being duly sworn, deposes and says:

1. That he is competent to make this affidavit.
2. That the matters stated herein are based upon his personal knowledge.
3. That he is over eighteen (18) years of age.
4. That he is an associate at Wills Massalon & Allen LLC, which Plaintiff employed to represent it in the above-captioned matter.
5. That to date Wills Massalon & Allen LLC has worked a total of 26.5 hours on this matter.
6. That his customary billing rate is \$250 per hour.
7. That there will likely spend more time on this matter before it is concluded, and that he requests to supplement this Affidavit as necessary to reflect said additional time.
8. That to date the cost of this action is \$362.03, which includes the cost of legal research, mail, photocopies, and filing fees.
9. That there will likely be additional costs before this matter is concluded, and that he requests to supplement this Affidavit as necessary to reflect said additional costs.
10. That Defendants' refusals to respond to his clients' attempts to resolve this matter prior to instituting litigation resulted in the matters alleged herein.

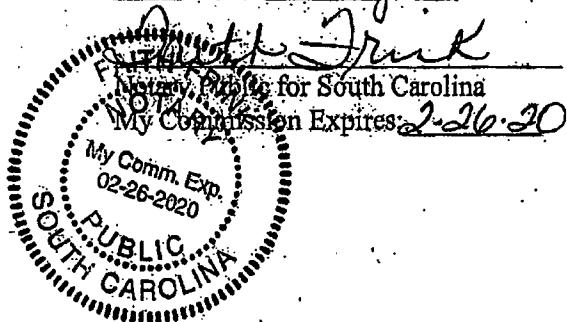
FURTHER THIS AFFIANT SAYETH NOT



I. Ryan Neville
WILLS MASSALON & ALLEN, LLC
Post Office Box 859
Charleston, South Carolina 29402
(843) 727-1144

ATTORNEYS FOR PLAINTIFF

SWORN to before me this
4th day of January 2017



STATE OF SOUTH CAROLINA)
)
FREWIL, LLC,)
Plaintiff,)
)
v.)
MADISON PRICE and)
CARTER SMITH.)
Defendants)
_____)

IN THE COURT OF COMMON PLEAS
CASE NO.: 10-CP-10-9956

AFFIDAVIT OF MADISON PRICE

2012 JUL 11 PM 4:41
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

Personally appeared before me, Madison Price, who being duly sworn states as follows:

- FIRST: My roommate, Carter Smith, contacted David Abdo about an apartment for rent at 132 Smith Street and she informed Mr. Abdo that the apartment had to include a dishwasher and washer/dryer. Mr. Abdo told Carter that the required appliances were included.
- SECOND: Carter and I were not able to view the apartment at the same time, I contacted David's assistant Yummy Diaz to schedule a time to view the apartment and Carter did the same.
- THIRD: When I met Mr. Diaz at the apartment he told me the tenants were there so I would only be able to look at it quickly. There was a tenant in the apartment and I was rushed around the living room and two bedrooms by Yummy and only spend a few minutes looking at the inside of the unit.
- FOURTH: Prior to signing the lease for the apartment in April 2009 my roommate Carter Smith and I asked both David and Yummy while in David's office on Cannon Street if the apartment had a washer/dryer and dishwasher and they both answered, "yes".

- FIFTH: On August 1, 2009, the morning that we were supposed to move into the Smith Street apartment I received a phone call from my sister Chandler who was also moving into the apartment with us and she informed me that the apartment was in poor condition and did not have a washer/dryer or dishwasher.
- SIXTH: When I arrived at the apartment later that afternoon I inspected it and we confronted Yummy about the issue. He called Dave and we went to his office. We left some of our possessions in the apartment during this time but we refused to move-in since the apartment was not as represented.
- SEVENTH: Because of our refusal to accept the Smith Street apartment David Abdo offered to rent us a different and more expensive three bedroom apartment at 68 Radcliffe Street that did have a dishwasher and washer/dryer. We agreed to look at it. The Radcliff Street apartment was also in poor condition and we did not want to accept it right away. We told him we would contact him later that day with our answer.
- EIGHTH: Later that day Carter, Chandler and I decided after talking with Carter's mother, Martha, that we would accept the Radcliffe Street Apartment. When Martha tried to contact Dave to accept his offer on the alternate unit he was unreachable and did not return her calls.
- NINTH: When we finally got in touch with David he decided to retract his offer on the alternate 3 bedroom unit and instead he was 99% sure he could install a washer/dryer unit in the 132 Smith Street apartment if we still wanted it.
- TENTH: David then offered to install a communal washer/dryer on the back porch of the apartment but it would take a few months to do so. We did not like this arrangement either since there was a chance it still would not be installed and he was still waiting to hear from his

"maintenance guys" about whether or not the house was even capable of running a washer/dryer. At this time we removed all of our possessions from the Smith Street Apartment.

ELEVENTH: During this time Carter and her mother and I were looking for alternate housing for the three of us since we were homeless and living out of a U-Haul. We found an apartment on Spring Street that was available immediately, so we met with the landlord to view the inside. We told him about our situation and that we were still waiting to hear back from Dave Abdo about the original apartment.

TWELTH: After waiting over 36 hours for a response from Dayid, we moved into the apartment on Spring Street, We were about to start school and had no place else to go.

FURTHER THE DEPONANT SAYETH NOT!

Charleston, South Carolina
Dated: 7-10-12


MADISON PRICE

SUBSCRIBED to and sworn to
Before me this 10th day of July


Notary Public for South Carolina
My Commission Expires 7-17-18

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

CASE NO.: 10-CP-10-9956

FREWIL, LLC,)

Plaintiff,)

v.)

MADISON PRICE and)

CARTER SMITH.)

Defendants)

AFFIDAVIT OF CARTER L. SMITH

FILED
2012 JUL 11 PM 4:41
JULIE J. ARMSTRONG
CLERK OF COURT

Personally appeared before me, Carter L. Smith, who being duly sworn states as follows:

- FIRST: That when I contacted David Abdo in regards to renting an apartment at 132 Smith Street, I told him that any apartment that we rented had to have a washer/dryer and dishwasher.
- SECOND: That prior to viewing apartment 15 at 132 Smith Street I was told by David Abdo and Carl Dietz that the apartment had a washer/dryer and dishwasher.
- THIRD: That when I looked at apartment 15 in April of 2009, I was not allowed to inspect the apartment because there were tenants living there. I was only allowed to look at apartment 15 for less than a minute and I was not allowed to go beyond the foyer.
- FOURTH: Prior to signing the lease on April of 2009 of apartment 15 at 132 Smith Street my roommate, Madison Price, and I were told by David Abdo and Carl Dietz that this apartment had a washer/dryer and dishwasher in it.
- FIFTH: That when I came to Charleston on August 1, 2009 to move into apartment 15, we were given the opportunity to inspect the apartment and discovered that it did not have the appliances.
- SIXTH: After discovering that apartment 15 did not have a washer/dryer and dishwasher, my mother and I and my roommate immediately went to David Abdo's office and told him the apartment was not acceptable.

EXHIBIT D

- SEVENTH: Mr. Abdo told us he would correct the situation and he was ninety (90%) percent sure he could have the appliances installed in the apartment for us or he would rent another apartment which had these appliances in it to us.
- EIGHTH: After meeting with Mr. Abdo we were shown another apartment owned by Frewil located at 68 Radcliffe Street which had the appliances that we required.
- NINTH That my roommates and I agreed to rent the apartment on Radcliffe Street and my mother agreed to give Mr. Abdo another deposit for Radcliffe. Mr. Abdo informed us that he would get back in touch with us later that day, however, he failed to do so.
- TENTH: That both my mother and I and my roommates tried unsuccessfully to rent the Radcliffe Street property from Mr. Abdo, but were unable to do so.
- ELEVENTH: Because of Mr. Abdo's failure to communicate with us, my roommates and I were forced to find another apartment to rent, because we only had a few days before school started at the College of Charleston. We were forced to lease another apartment because time was of the essence in this matter.

FURTHER THE DEONANT SAYETH NOTI

Charleston, South Carolina

Dated: May 15, 2012

Carter L. Smith
CARTER L. SMITH

SUBSCRIBED to and sworn to

Before me this 15 day of May

2012 Joseph Z. Runey
Notary Public for South Carolina

My Commission Expires: July 10, 2022

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

CASE NO.: 10-CP-10-9956

FREWIL, LLC,)

Plaintiff,)

v.)

MADISON PRICE and)

CARTER SMITH.)

Defendants)

AFFIDAVIT OF MARTHA SMITH

FILED
2012 JUL 11 PM 4:41
JULIE J. ARMSTRONG
CLERK OF COURT

Personally appeared before me, Martha Smith, who being duly sworn states as follows:

- FIRST: That she is the mother of the Defendant, Carter Smith and she has personal knowledge concerning the fact surrounding her daughter leasing 132-15 Smith Street from the Plaintiff.
- SECOND: That prior to entering the lease with Frewil, LLC my daughter and I discussed her requirement for an apartment and she informed me that she was not going to lease any apartment unless it had a dishwasher and a washer and a dryer.
- THIRD: That after signing the lease with Frewil, LLC my daughter told me that she was told by the property manager that 132-15 Smith Street had a dishwasher and a washer and dryer.
- FOURTH: That my daughter signed this lease agreement on April 20, 2009 even though the lease was not effective until August 6, 2009. My daughter signed this lease without having opportunity to inspect the property because there was a tenant living there and she was only allowed to view the inside from a distance.
- FIFTH: On August 1, 2009 I traveled from Virginia to help my daughter move into her new apartment and upon arrival we discovered that 132-15 Smith Street did not have a dishwasher or a washer and dryer.
- SIXTH: Upon discovering that 132- 15 Smith Street did not contain the necessary appliances, my daughter and her roommate refused to move into 132-15 Smith Street.
- SEVENTH: That based upon my daughter's refusal to move into 132-15 Smith Street, the Plaintiff's property manager offered to allow my daughter and her roommates to rent another apartment located at 68 Ratcliff Street which was owned by the Plaintiff and which had a dishwasher and a washer and dryer.

- EIGHT: My daughter and I inspected 68 Ratcliff Street and found it satisfactory and my daughter and her room mates agreed to rent 68 Ratcliff Street rather than 15 Smith Street. I agreed to give Mr. Abdo a new deposit on this apartment and he said he would let me know the amount.
- NINE: Time was of the essence in I was only going to be in town for a few days and all of my daughter and her roommates property had to be unloaded and moved into the apartment prior to school starting at the College of Charleston.
- TEN: That for several days after August 1, 2009, I contacted David Abdo, the Property Manager for Frewil, LLC and attempted to sign a lease on 68 Ratcliff Street, Apartment. Mr. Abdo did not give us a new lease to sign. Instead he stated that he would install a dishwasher and washer and dryer at 132- 15 Smith Street, after my daughter moved in if it was possible..
- ELEVEN: That because of Mr. Abdo's failure to communicate with me or my daughter and his failure to abide by the promises and representations he made to my daughter and I, we were forced to find another apartment to rent. After reviewing numerous other rental units, my daughter signed a lease on another apartment located at _____ which satisfied her requirements.
- TWELTH: My daughter did not wish to find a new apartment to move into but she was forced to do so because of the many misrepresentations made to her by Mr. Abdo.

FURTHER THE DEPONANT SAYETH NOT!

Charleston, South Carolina

Dated: May 15, 2012

Martha Smith
MARTHA SMITH

SUBSCRIBED to and sworn to

Before me this 15 day of May 2012

Joseph F. Runey
Notary Public for South Carolina

My Commission Expires: 2/12/22

STATE OF SOUTH CAROLINA

RENTAL AGREEMENT

COUNTY OF CHARLESTON

BY THIS RENTAL AGREEMENT ("Lease"), made and entered into this 20th day of April, 2009, between Frew LLC ("Landlord"), and Carter Smith (telephone/cell number: 540-529-7414); Madison Price (telephone/cell number: 803-230-1442);

(hereinafter individually and collectively referred to as "Tenant"), Landlord leases unto Tenant, and Tenant does hereby lease from Landlord all of those premises situated in Charleston County, State of South Carolina, known as 132-15 Smith Street, Charleston, SC, 29403 ("Premises"), for use as a private dwelling occupied by one (3) adults for a term of one (1) year, said term to commence on the 1st day of August, 2009, and end on the 31st day of July, 2010; said Agreement being subject to the following terms and provisions:

SECTION 1: RENT

A. **RENT:** Tenant agrees to pay, without demand, to Landlord as rent for the Premises above mentioned the total rental of Twenty four hundred three hundred and 00/100 (\$ 24,300.00) Dollars payable in installments of \$ 2025.00 per month for the term of this Lease. Payment must be made by the FIRST (1st) DAY of each and every calendar month during the life of this Lease by making said payment to Landlord.

B. **LATE CHARGES:** INITIAL Each time Tenant's rental payment is received by Landlord AFTER the fifth day of the month, a late charge of one (1) Dollars must be added to the rental payment until the fifteenth day, after which the late charge shall increase to ten (10) Dollars and No/100 (\$ 2.00) Dollars must be added to the rental payment. Such late charge is assessed to reimburse Landlord for additional bookkeeping and accounting costs, and is not a remedy for default in payment of rent when due. Landlord does not waive any right to any legal remedy provided for herein or at law by acceptance of payment of such charge.

C. **METHOD OF PAYMENT:** INITIAL Tenant shall pay the rent with ONE, single check made payable to "Frew LLC". Pursuant to S.C. Ann. §34-11-70, et seq., Tenant shall be obligated to pay a Thirty and No/100 (\$30.00) Dollar service charge on all returned checks given by Tenant to Landlord for rent or any monetary obligation of Tenant. If Landlord receives a returned check for rent or any monetary obligation from Tenant, Landlord reserves the right to refuse any future payments made by personal check from Tenant and may require that Tenant make all future payments by either certified funds or cash. Tenant bears the risk of mailing cash.

D. **ADDRESS:** Rent shall be paid by Tenant to Landlord by mail to: Frew LLC, P.O. Box 478, Charleston, SC 29402. The post-marked date will serve as the receipt date.

E. **ADDITIONAL CHARGES:** If Tenant has incurred late charges, returned check charges and/or any other charges or fees, they must be included with the rent payment. Rent shall NOT be deemed paid unless all such charges are included.

SECTION 2: APPLICATION: Tenant acknowledges that Landlord has relied on the information provided by Tenant in the rental application. If any material facts stated in the application are untrue, Landlord shall have the right to terminate the tenancy immediately and to collect from Tenant any damages resulting therefrom including reasonable attorney fees and costs. Only those persons submitting applications and named on the Lease shall occupy or use the Premises as a residence. The application is considered an integral part of this Lease.

SECTION 3: EXTENSION BEYOND EXPIRATION: Unless a thirty (30) day written notice, as defined in Section 5, be timely given by Landlord to Tenant of Landlord's desire to have possession of the Premises, or like notice given by Tenant to Landlord of Tenant's intention to vacate the Premises, then this hereby agreed that this Lease will be considered as extended and binding from the expiration of this Lease term, subject to all provisions hereof, as a tenancy from month-to-month which may thereafter be terminated on the last day of any calendar month by a written thirty (30) day notice, as defined in Section 5, given by either party; provided, however, that Tenant's written notice to Landlord of his/her intention to stay for an additional term or period is only notice of Tenant's desire and shall not automatically renew this Lease or create a new agreement. Upon receipt of Tenant's notice of his/her intention to stay and renew, Landlord, in its sole discretion, shall have the right to either renew or not renew Tenant's Lease.

SECTION 4: MILITARY TERMINATION CLAUSE: If Tenant is in the military service of the U.S. Government, a permanent station transfer of the Tenant from the Charleston area, by official orders of the U.S. Government Military Service, prior to the expiration of this Lease, may constitute revocation without penalty to the Tenant. Tenant will be required to provide copies of his military orders and thirty (30) days written notice, as defined in Section 5, must be given to the Landlord.

SECTION 5: DEFINITION AND FORM OF "THIRTY (30) DAY NOTICE": Any written notice given by either party hereto to the other party in order to comply with a thirty (30) day notice requirement will be deemed given, and the thirty (30) days will be deemed to commence, on the first day of the next calendar month following the date of receipt of such notice. Any termination permitted by other sections hereof contingent upon such a thirty (30) day notice will then be effective on the last day of such next calendar month following receipt of said notice. Any such thirty (30) day notice must be in writing and clearly state the party's intent not to renew the lease and to have the Premises vacated, or of its desire to renew the Lease. Thirty (30) day notice for this Lease must be received on or before the 1st day of July, 2009. Full rent for the month Tenant is vacating must be paid even if Tenant vacates prior to the month end.

Nothing in the foregoing Section 3 or in this section shall prohibit (1) Landlord from providing Tenant written notice at any time prior to the foregoing date that Landlord will not renew this Lease and that Tenant must vacate upon Lease expiration; or (2) Tenant from providing Landlord written notice at any time prior to the foregoing date that Tenant will not renew this Lease and that Tenant will vacate upon Lease expiration. Any such prior written notice by either Landlord or Tenant shall satisfy the thirty (30) day requirement.

SECTION 6: SUBLETTING, ASSIGNMENT AND UNAUTHORIZED USE: Tenant shall not add any additional tenants, assign this Lease, or sublet the Premises, or any part thereof, without the prior written consent of Landlord. Any attempted addition of a tenant, assignment or subletting without Landlord's prior written consent shall be void and shall, at Landlord's option, terminate this Lease and Tenant shall be obligated to vacate the Premises within (15) days of receipt of notice given by Landlord of its exercise of the option to terminate. Neither the Premises nor any part thereof shall be used or permitted to be used for any purpose other than as a private residential dwelling for the persons named herein. All persons who intend to reside in this apartment are required to sign the Lease unless they are a minor child of Tenant. Tenant further understands that only those persons who filed an application with Landlord and have placed their signature upon this Lease can reside in the Premises. All visitors residing in said residence for a time period of three (3) days or longer shall be registered with the Landlord.

In the event Landlord consents to adding, deleting or exchanging tenants, or to a lease assignment or sublet, Tenant shall pay to Landlord a Three Hundred and No/100 (\$300.00) Dollar fee for additional document preparation, bookkeeping and accounting costs, and provide completed application(s) and information for the prospective sublessee(s)/tenant(s). Landlord shall not prepare any amended and/or revised lease, sublease and/or addendum until after the submission of such fee and all requested information. Upon Landlord's approval, all remaining, prospective and departing tenants must fully execute a new, amended and/or revised lease, sublease and/or addendum. Landlord's consent under this section shall be at its sole discretion and option, and Tenant is permitted a maximum of one such adding, deleting or exchanging of tenants, or lease assignment or sublet.

SECTION 7: UTILITIES: Tenant has the responsibility of arranging for and paying for all utility services including, without limitation, telephone, electricity, water, cable, internet, gas and sewer.

EXHIBIT A

SECTION 8: ANIMALS: Tenant SHALL NOT keep any pets or other animals on or about the Premises. This includes no visiting pets, domestic animals or other animals. If any pet or other animal (whether belonging to Tenant, visiting Tenant or in Tenant's possession) is found on or about the Premises, Tenant shall pay a FIVE HUNDRED (\$500.00) DOLLAR FINE for each such pet or animal found and for each occurrence, and the pet or animal must be removed immediately. This fine must be paid within five (5) days of Tenant's receipt of the notice of the fine. If this provision is violated, the Lease may be canceled by Landlord without resort to any legal remedy and Tenant will be required to vacate within ten (10) days from the date of receipt of written notice of such termination. The attached Pet Policy is an integral part of this Lease.

SECTION 9: ALTERATIONS AND IMPROVEMENTS: Without the prior written consent of Landlord as to the Premises, or any part thereof, interior or exterior, Tenant shall not: make any alterations, additions, or improvements; paint, wallpaper or place stickers; nail, bore, screw or use lag bolts in the woodwork, ceilings, walls or doors; or change locks or install additional locks on any doors or windows. Only small nails or picture hangers are permitted to secure paintings, photos, etc., on the walls. Any personal property in violation of this section shall become the property of Landlord and remain on the Premises upon termination of this Lease. The Policies and Rules Agreement is an integral part of this Lease.

SECTION 10: MAINTENANCE, REPAIRS, DAMAGES: The Premises and the fixtures contained therein shall be deemed to be clean and acceptable, and in good repair and operative, unless otherwise reported to the Landlord within in forty-eight (48) hours of the commencement of this Lease.

Tenant shall at his sole expense keep the Premises and fixtures contained therein in a clean and tenable condition, and upon vacating shall leave same in the condition existing at the commencement of this Lease, or pay Landlord for the cost of restoring the Premises and fixtures to their original condition, ordinary wear and tear resulting from careful usage excepted. Further, without limiting the foregoing, Tenant shall (i) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (ii) keep the Premises and the common areas of the Premises used by Tenant reasonable safe and reasonably clean; (iii) dispose from the Premises all garbage, rubbish, and other waste in a reasonably clean and safe manner; (iv) keep all plumbing fixtures in the Premises reasonably clean; (v) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances in the Premises; (vi) refrain from deliberately or negligently destroying, defacing, damaging, impairing or removing any part of the Premises or knowingly permit any person to do so who is within the Premises with Tenant's permission or who is allowed access to the Premises by Tenant; (vii) conduct him/herself and require other persons within the Premises with the Tenant's permission or who are allowed within the Premises by Tenant to conduct themselves in a manner that will not disturb other tenant's peaceful enjoyment of the Premises; and (viii) comply with all Lease provisions and rules and regulations in effect and enforceable by law.

Furthermore, Landlord shall make, at Tenant's sole expense, all required repairs whenever damage to any portion of the premise shall have resulted from Tenant's misuse, waste or neglect or that of his employee, family, agent, guest or visitor. Tenant's obligation to reimburse Landlord on demand for damages includes, but is not limited to, the following items, whether caused by Tenant, his employee, family, agent, guest or visitor: (a) glass breakage; (b) repair for all plumbing when damages occurred as a result of freezing pipes or fixtures; (c) repair of any stoppage of plumbing fixtures or damaged lines within Premises or damage done to the Premises by leakage, overflow or discharge from said plumbing or fixtures and from washing machines, dishwashers, or appliances of any kind when such stoppage and/or damage occur; (d) repair of any stoppage or breakage of the garbage disposal; (e) Tenant shall be obligated to change all air conditioner and/or heating filters every 30 days and if filter is found in unsatisfactory condition, Tenant will automatically be liable for possible damages to the air conditioning/heating system; (f) Tenant is responsible for any damage caused by tenant's appliances and furniture; (g) any repairs resulting from theft, malicious mischief, or vandalism. If Tenant shall have rendered the Premises uninhabitable to any degree or caused or permitted destruction of any portion of Premises, this Lease Agreement shall terminate immediately with Landlord to have all rights and recourse given by Section 16 hereof regarding Abandonment by Tenant. The Policies and Rules Agreement attached hereto and incorporated herein by reference is an integral part of this Lease.

SECTION 11: LANDLORD'S RIGHT TO ENTER PREMISES FOR REPAIR, INSPECTION, EMERGENCIES AND TO EXHIBIT DWELLING FOR SALE OR RE-LEASE: Landlord or its agents shall have the right to enter Premises during all reasonable hours to examine the same; to make such repairs, additions, or alterations as Landlord may deem necessary and to exhibit the dwelling for sale or re-leasing. Landlord shall retain a pass key to Premises. Except for emergencies, Landlord will give Tenant reasonable, written notice. Said right to enter is also extended to cover, without further notice, when Tenant requests that work be performed.

SECTION 12: DEFAULT: If any default is made in the payment of the rent or other monetary obligation at the time when due, or if any default is made in the performance or compliance with any other term or condition hereof, or if Tenant shall become insolvent or shall seek relief from his creditors under any state or federal law, or shall admit in writing his inability to pay his debts as they become due, or shall vacate or be expelled by any government authority from the Premises, the entire amount of rent which could accrue for the unexpired term together with all other due and unpaid obligations shall, at Landlord's option, at once become due and payable to Landlord, and it shall be lawful for Landlord to terminate this Lease, immediately reenter and repossess the Premises, and remove all personal property therefrom without hindrance or prejudice to his right to distrain for all rent that may be due; however, collection by Landlord of the entire amount of rent which could accrue for the unexpired term shall entitle Tenant to all of Tenant's rights hereunder during the period for which rent may be collected. Landlord may, however, at his sole option refuse to accept payment of rent for the unexpired term if tendered and avail himself of all legal rights and remedies to evict, remove, repossess and retake the Premises, in addition to collecting from Tenant all accrued rental obligations, late charges, and other payments provided for herein for violation of any provision hereunder.

SECTION 13: BREAKING THE LEASE: If Tenant does not fulfill the entire term stated in this Lease, Tenant and Landlord agree that Landlord shall have the right and be entitled to collect as liquidated damages an amount equal to at least one (1) month's rent. The amount specified herein as liquidated damages is completely separate from any amount Landlord may be entitled to under this agreement by reason of damage to the Premises by the Tenant and its invitees or licensees. Further, this amount is completely separate from any rental income loss Landlord may suffer due to Tenant's breach, and for which Tenant shall be obligated.

SECTION 14: REMEDIES: In the event of a breach of this Lease and/or unless all amounts due Landlord by Tenant for rent and other monetary obligations have been received by Landlord as demanded, Landlord may, at his option, declare the Lease breached and/or all such sums due and payable without further demand and pursue any and all available legal and equitable remedies. In the event Landlord files any action to recover money due by Tenant or possession of the Premises, Landlord shall be entitled to collect from Tenant, in addition to the amounts due under this Lease, interest at the legal rate and all costs and expenses of the suit(s). The prevailing party shall be entitled to recover its fees and costs incurred in any such action, including without limitation reasonable attorney's and legal fees and costs. Any forbearance by Landlord in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be waiver of or preclude the exercises of any such right or remedy. All remedies provided herein are distinct and cumulative to any other right or remedy afforded by law or equity, and may be exercised concurrently, independently or successively.

SECTION 15: TENANT'S LIABILITY AND OBLIGATION TO OBTAIN INSURANCE: *CLS MP*
A. Tenant shall carry an insurance policy procured and paid for by him covering any loss to personal property located in or on the Premises, whether belonging to the Tenant or to others, as a result of theft, fire, accident, malicious mischief, vandalism or any other cause. Landlord shall not be responsible for nor shall it reimburse Tenant for any loss or damage to personal property in, on or about Tenant's Premises. Each Tenant should obtain renter's insurance to cover his own personal property and provide sufficient coverage for any damages caused by his actions or actions of a guest whether accidental or intentional. This policy should cover any damages regardless of whether the property damaged belongs to the Tenant, a guest, another resident of the Premises or the surrounding property of the Premises. Tenant should further insure that the policy covers damage to Tenant's property that is caused by the accidental and unpredictable occurrences of normal living, such as burst water pipes, damages caused by another resident's actions, etc. In the event a claim is made, Tenant is responsible for paying for any damage, including, but not limited to, the amount of the deductible.

B. Tenant shall be responsible for and liable to the Landlord for any damages incurred to the Premises or any part thereof, including any fixtures or appliances, as a result of fire, water damage or other casualty caused by the negligence or willful acts of Tenant.

SECTION 16: ABANDONMENT. If at any time during the term of this Lease, Tenant abandons the Premises, Landlord may, at its option, enter the Premises by any means without becoming liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Further, Landlord may, at its discretion, relet the Premises for the whole or any part of the then unexpired term, and may receive and collect all rent payable by such reletting. Tenant shall be liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, and the net rent for such period realized by Landlord by means of such reletting. If the Landlord's right of re-entry was exercised following abandonment of the Premises by the Tenant, the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

SECTION 17: SECURITY DEPOSITS. Landlord acknowledges receipt of a security deposit in the amount of \$ two thousand and 00/100 (\$ 2000.00) Dollars paid by Tenant to be held by Landlord as security for the faithful performance by the Tenant of the terms hereof and for coverage of any unusual cost incurred by Landlord as a result of the Tenant's actions. Tenant shall be required to maintain the balance of such security deposit throughout the entirety of this Lease. In the event Landlord is required to apply, at any time prior to the expiration of the Lease, a part or all of such security deposit to pay for damages, delinquencies or other obligations of Tenant, Tenant shall pay to Landlord, within five (5) days of written notice from Landlord, an amount equal to the sum by which the security deposit balance is depleted. The security deposit shall be returned to Tenant without interest after the proper and timely vacation of the Premises by Tenant, and if after an inspection of the Premises by Landlord shows that Tenant has fully and faithfully performed in accordance with this Lease. Tenant understands that Landlord's inspection will be made only after Tenant has completely vacated the Premises and that all utilities must be left on for such inspection. If utilities are not on at the time of the inspection, the deposit will be withheld until such a time as all mechanicals and appliances can be suitably checked. Tenant will be responsible for all damages except those items enumerated in writing by Tenant and provided to Landlord at the time of this Lease's execution. All inspections shall be made during normal business hours, Monday through Friday. Inspections after hours or on the weekends will be made at the Landlord's convenience. **NO INSPECTIONS WILL BE MADE ON HOLIDAYS.** A check for the refund of the security deposit, if any remaining, shall be made payable to ONE person only, as designated by Tenant, and mailed to the forwarding address provided by Tenant during Lease execution. The check shall be mailed no later than thirty days from the date Tenant vacates; unless the inspection is delayed for lack of utilities. The check will not be available for pickup. At no time, shall the security deposit be used or substituted by Tenant as payment of rent. The Security Deposit Agreement is an integral part of this Lease.

SECTION 18: DESTRUCTION OF PROPERTY BY CASUALTY. In the event the Premises be rendered untenable by reason of fire, explosion, hurricane or other casualty, Landlord, at his option may either repair the Premises to make the same tenable within ninety (90) days thereafter, or may, at his option, terminate this Lease. In the event of such termination due to casualty, Landlord shall give Tenant fifteen (15) days notice in writing, whereupon this Lease shall be terminated in accordance with such notice. If the Premises are damaged but not rendered untenable, the rental due hereunder shall be abated during the period of repair of such damage. Landlord shall not be liable for any injury or damage to persons or property caused by such casualty.

SECTION 19: CHANGE OF OWNERSHIP. If the subject property changes ownership, the new owner(s) is obligated to honor this Lease and this Lease will remain in full force and effect until its termination date.

SECTION 20: RULES. All Tenants and their guests are required to abide by the rules and policies established by the Landlord. A copy of the rules and policies are given at Lease execution and can be changed or modified by Landlord. Any changes will be given to Tenant. The Policies and Rules Agreement is an integral part of this Lease.

SECTION 21: JOINT RESPONSIBILITY. Each party who signs this Lease is fully responsible for the rent and obligations hereunder.

SECTION 22: MISCELLANEOUS PROVISIONS:

A. In return for Tenant's continued fulfillment of the terms and conditions of this agreement, Landlord covenants that Tenant may at all times while this Lease remains in effect, have and enjoy for his sole use and benefit the property hereinabove described.

B. Any notice or demands to be given hereunder shall be given to Landlord in writing at the address shown herein for payment of rent and to Tenant care of the address of the Premises leased herein.

C. This Lease and all attached rules, policies, regulations and forms, including but not limited to the Application(s), Pet Policy, Security Deposit Agreement, Thirty Day Notice and Policies and Rules Agreement, form the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify this Lease shall be invalid unless the same is in writing and executed by both parties thereto.

D. In the event of any provision or portion of this Lease is declared unenforceable or invalid by any court or administrative body having competent jurisdiction, the remaining provisions of this Lease shall be deemed enforceable and shall remain in full force and effect.

E. This Lease is subject to the South Carolina Landlord Tenant Act.

In witness whereof, the parties hereto have set their hands and seals the day and year first written above.

WITNESS(ES):

LANDLORD:
Frewil, LLC
Post Office Box 478
Charleston, SC 29402
843-813-3466

By: David W. Abdo, Member

TENANT(S):

Carrie Leigh Smith
Madeline Perez

POLICIES AND RULES AGREEMENT

For: 132-15 Smith St., Frewil Apartments, Charleston, SC 29403

1. Tenant and Landlord agree to abide by and comply with all local laws, health codes and the South Carolina Residential Landlord Tenant Act.
2. Charleston has a very active municipal government and neighborhood associations that are very concerned with the appearance of and activities within the City and its neighborhoods. As a resident of the City and neighborhood, it is your responsibility to maintain the standards established for and by the neighborhood and the City. Any and all costs incurred by Landlord and/or fines levied against the Premises, Landlord or Tenant that result from the acts or omissions of Tenant are the sole obligation of Tenant, including without limitation any issued by the Livability Court.
INITIAL MA JLS _____
3. The College of Charleston likewise cooperates with and assists the various neighborhoods, downtown residents and the City regarding issues such as noise, parties and cleanliness. The College purports to have the authority to address tenant/community issues as it relates to its students and take certain actions against its student, up to and including expulsion from the College. INITIAL MA JLS _____
4. Kega, dartboards or waterbeds are NOT permitted in or about the Premises at any time. In the event Landlord finds these items in or about Tenant's Premises or in a common area, Tenant shall pay Landlord a Five Hundred (\$500.00) Dollar fine for each such item and for each occurrence. This fine must be paid within five (5) days of Tenant's receipt of the notice of the fine. INITIAL MA JLS _____
5. Tenant's porch, and stairways and other common areas shall be kept clear of trash, rubbish and clutter, including without limitation bicycles, laundry, shoes, garbage, recycling, excessive furniture, etc. In the event Landlord must clean-up or remove improperly placed items on Tenant's porch, or any stairways or other common areas by Tenant, Tenant shall pay Landlord a minimum \$40.00 clean-up fine for each occurrence; however, the amount of any such fine shall be determined by Landlord at its sole discretion and may also be levied for each item. This fine must be paid within five (5) days of Tenant's receipt of the notice of the fine. INITIAL MA JLS _____
6. Swings, hammocks, flags or banners, etc., are NOT permitted in or on the Premises, or any part thereof, on the interior or exterior, without the prior, written consent of Landlord.
7. Garbage cans must be kept in the designated area underneath the stairs that lead to Apartments 9 and 10. The cans should be placed on the street and removed within the time-frame and in the manner proscribed by the City of Charleston. Any fines levied against the Premises, Landlord or Tenant as a result of improper garbage storage, placement, removal, use, etc., by Tenant shall be the obligation of Tenant. The same applies to recycling bins; however, those bins may be stored on Tenant's porch as long as not excessive or overflowing. If you have questions regarding garbage or big trash, call the Sanitation Department at 724-7364. For questions regarding recycling, call 720-7111.
8. Rent is due in the form of ONE CHECK payable to "Frewil, LLC", no later than the first of each month.
9. If you experience any disturbances due to other tenants or their guests on the property, please notify the police if it is warranted. Please also advise Landlord if you do call the police and/or are experiencing repeated problems. All residents of the property are to refrain from disturbing each other and the surrounding neighbors. Parties, TV's, stereos, etc., should be kept at a reasonable level. As a courtesy, inform the other Tenants if you plan to have a party. Please remember, not everyone is on the same schedule as you.
10. 2 off-street parking space(s) is/are available for this unit for \$ 0 per space. A valid Frewil parking sticker is required for such off-street parking, which must be properly placed and visible in Tenant's vehicle at all times in order to avoid being towed. 2 on-street parking spot(s) is/are available and require a current City parking sticker. City parking stickers can be obtained from the City by Tenant after Tenant requests and receives an executed parking form from Landlord.
11. Use only small nails or picture hangers on the walls. Do not use adhesive tape hooks, screws, lag bolts, etc., without the written consent of Landlord. Do not paint, wallpaper or place stickers on the walls, ceilings, doors, woodwork, windows,

etc., of Premises, either inside or out without the written consent of Landlord. See the Lease for additional details.

12. Pest control IS provided quarterly by Terminex and paid for by Landlord. Terminex will contact you to arrange quarterly visits; however, Terminex guarantees its work so if at any point within the quarter you experience pest problems, contact Terminex at 556-3230, and tell them you are having problems. If the service provider is changed, you will be notified. If you experience difficulties either with Terminex not coming quarterly or when you call them, please notify Landlord immediately.
13. Landlord is responsible for cutting/trimming grass, if any; however, it is the responsibility of Tenant to notify Landlord if the grass needs cutting. Further, it is the responsibility of Tenant to maintain the common areas, stairwells, yards and porches in a clean, neat and orderly manner. The common areas, stairwells, yards and porches shall not be used as storage for excess furniture, garbage, trash or any other rubbish.
14. If Tenant chooses to connect, secure, affix or attach any personal property to the Premises, inside or out, and the theft of that personal property causes damage to the Premises, Tenant is responsible for the cost of the repairs. As such, Landlord advises Tenant NOT to secure bicycles, furniture, etc., to porches, stairwells, bannister railings or any other part of the Premises.
15. Repairs will be handled by Landlord. There will be a minimum charge of \$40.00 for any service call that is the result of the Tenant's negligence. This charge must be paid within five (5) days of the completion of the repair. If your unit has a garbage disposal, use it for soft food items only; however, do not pack it full because this can cause it to break. Do not put items such as bones, corn cobs, shells, etc., in the disposal. Do not pour grease down the disposal or drains. Damage or stoppage caused by inappropriate use of the disposal is the responsibility of Tenant. INITIAL *[Signature]*
16. If you have a repair/maintenance problem, call Dave Abdo or Yumi Dietz FIRST. They will make the decision of who can best solve the problem. If no one answers, leave a message. If you do not receive a return call, call back. You should wait a reasonable amount of time, depending on your problem, for a return call. If you cannot reach them and you have an emergency, use the list below. If these persons are unavailable, and there is immediate danger to you, your property or the Premises, use your best judgement in finding someone who can solve the problem. You must also use your best judgement in deciding what is and is not an emergency (for example, inoperable air conditioning or cable is not an emergency.) Tenant may be held responsible for any emergency fees or charges if Landlord does not agree that the problem was an emergency. Some repairs are covered by SCE&G (electric), the Charleston Water Company (water), Comcast (cable) and/or Southern Bell; however, be aware that these companies also provide repair services and their costs may not be a part of your monthly fee. If you call them for a repair, confirm whether they will be billing you separately for the work. As with the emergency fees and charges, Tenant may be responsible for these also.

Repair Contacts	Utilities Information	Emergency Contacts
Dave Abdo • 813-3466	SCE&G: 745-6000 repair, or 554-7234 customer service	Heat/AC: Craig, Airplus, cell # 224-9063
Yumi Dietz • 345-7214	Southern Bell: 611 repair or 780-2355 customer service	Plumbing: Kenneth Byrant, cell # 345-8952
	Charleston Water Company: 727-6800 repair/customer service	Electrical: JB Jones, Johns Electric, cell # 200-3986
	Comcast: 554-4100	

DATE: 4/20/09

[Signature: Madison Perez]
[Signature: Christopher Smith]

SECURITY DEPOSIT AGREEMENT

Address: 132-15 Smith Street, Frewil Apartments, Charleston, SC 29403

Received from:

Madison Price
Carter Leigh Smith

Amount: Two Thousand Twenty-Five and no/100 (\$ 2025 .00) Dollars

The release and the full return of the security deposit is subject, but not limited, to the following conditions:

1. Full term of lease has expired.
2. Written thirty (30) day notice of intent to vacate must have been timely given to Landlord.
3. No damage to Premises beyond ordinary wear and tear.
4. Entire Premises, including but not limited to the range/oven, refrigerator, dishwasher, counters, sinks, bathrooms, closets and cabinets (inside and out), window frames and sills, doors and doorframes, baseboards, vents, ceiling fans and floors, etc., must be clean.
5. All late charges, maintenance charges, delinquent rents or other monetary obligations shall paid in full.
6. All keys returned.
7. All debris, rubbish, garbage, discards, junk, etc., must be placed in the proper containers and in the proper location for pick-up and removal. Placement on the curb should be as neat as possible.
8. Empty apartment with utilities on will be inspected during normal business hours, Monday through Friday. After-hours and weekends will be done at Landlord's convenience. Lack of utilities may delay the inspection and return of the security deposit.
9. The security deposit will be returned to one person only, Carter Leigh Smith
(a person named on the Lease and agreed to by all tenants to the Lease) who will be responsible for receiving and distributing the returned security deposit to the remaining tenants. The deposit will be returned in the form of one check and mailed to Madison Price

Tenants agree that they shall never use or substitute the security deposit for rent.

Date: 4/20/09

Carter Leigh Smith
Madison Price

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO.: 10-CP-10-9956
	)	
FREWIL, LLC	)	
	)	
Plaintiff,	)	
	)	DEFENDANTS ANSWERS TO
v.	)	PLAINTIFFS INTERROATORIES
	)	
MADISON PRICE and	)	
CARTER SMITH	)	
	)	
Defendants.	)	
	)	
_____	)	

TO: RYAN NEVILLE, ESQUIRE, ATTORNEY FOR PLAINTIFF.

1. Please give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

- a): Carter Smith
14-B Montague Street
Charleston, S.C. 29401

- b): Madison Price
206-D Ashley Avenue
Charleston, S.C. 29401

- c): Chandler Price
Sister of Defendant Madison Price
206-D Ashley Avenue
Charleston, S.C. 29403

- d): Martha Smith
Mother of Defendant, Carter Smith
3164 West Ridge Road, South West
Roanoke, VA 24014
- f): Franklin Smith
Father of Defendant, Carter Smith
167 27th Street S.E
Roanoke, VA 24014
- g): David Ado
Member of Frewil, LLC
P.O. Box 578
Charleston, South Carolina 29402
- h): Craig Price
Father of Madison Price
Email address: craig!@fishonlakenorman.com

2. Please set forth a list of photographs, plats, sketches, or any other type of document, electronic or otherwise that relate to the claim or defense in the case.

Answer to (2): The Defendants do not have any documents or photographs fo Apt 15 in their possession.

3. Please set forth a statement of all damages claimed to have been sustained by Plaintiff.

Answer to (3): The Defendants have no knowledge of any damages which were sustained by the Plaintiff in this case.

4. Please list the names and addresses of any expert witnesses whom Plaintiff may use as a witness at the trial of the case, and for each please state:

Answer to (4): The Defendants have not yet retained the services of any expert witness in this case, however, they reserve the right to hire an expert at a later date.

- a. The technical field in which you claim they are an expert;
 - b. The subject matter on which the expert is expected to testify;
 - c. the substance of the facts and opinions to which the expert is expected to testify; and
 - d. A summary of the grounds for each opinion.
5. For each person known to the parties or counsel to be a witness concerning the facts of the case, please set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

Answer to (5): All witnesses listed in Interrogatory number 1 will testify as to their knowledge of what transpired in question. All witnesses will also testify as to their knowledge of why the Defendant's refused to accept the apartment number 15 when it became available to Defendants. No written statements have been taken from witnesses.

6. Please describe with specificity the facts that support Plaintiff's Complaint.

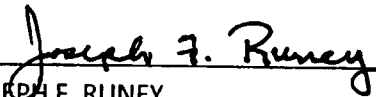
Answer to (6): It is the Defendant's contention that they were misled by the property manager of Plaintiff as to what appliances were in the apartment 15, 132 Smith Street. The Defendants were also misled as to the physical condition of this Apartment and when they inspected the Apartment when they were scheduled to move into the unit they refused to accept the Apartment. The Defendants further contend that the property manager for the Plaintiff promised to allow them to move into another Apartment owned by the Plaintiff which met the Defendant's approval but he did not follow through with his promise.

7. Please describe with specificity the facts that support Paragraphs 19-34 of Defendants' Answer and Counterclaim.

Answer to (7): See answer to Interrogatory number 6.

8. If not done so already, please state with specificity the facts that support Plaintiff's complaints of Defendant SCE&G, and which person(s) will testify as to said facts.

Answer to (8): The Defendants do not have any facts to support Plaintiff's complaints of SCE&G.


JOSEPH F. RUNEY
ATTORNEY FOR DEFENDANTS
14 Exchange Street
Charleston, S.C. 29401
(843)722-2904 Phone
(843)722-2905 Fax

Charleston, South Carolina

Dated: May 5, 2011

731-1

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.: 10-CP-10-9956

FREWIL, LLC

Plaintiff,

v.

MADISON PRICE and
CARTER SMITH

Defendants.

DEFENDANTS ANSWERS TO
PLAINTIFFS INTERROATORIES

(supplemental)

TO: RYAN NEVILLE, ESQUIRE, ATTORNEY FOR PLAINTIFF.

1. If Request to Admit #7 is denied, please state the basis for Defendants' damages and itemize the same with regards to Defendants' counterclaims.

Answer to (1): : Because of Plaintiff's failure to provide the apartment with the items required by the Plaintiff's the Plaintiffs were forced to stay in a hotel for several days and were forced to find other suitable accommodation. The Defendants were forced to spend time and money in acquiring suitable accommodations.

2. If not previously provided in Defendants' Answers to Plaintiff's First Interrogatories, please state with specificity the facts that support Defendants' denials in their Answer.

Answer to (2): The Defendants stand behind their Answers to Plaintiff's first Interrogatories.

3. If not previously provided in Defendants' Answers to Plaintiff's First Interrogatories, please state with specificity the facts that support Defendants' allegations in their Counterclaims.

Answer to (3): The Defendants stand behind the allegations contained in their counterclaims as alleged in their Answer.

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4. Please identify all persons that Defendants know viewed the Property and describe each.

Answer to (4): The Defendants viewed the apartment one (1) time for approximately five (5) minutes because other tenants were still living there. The viewing was very rushed because the agent spent most of his time on his cell phone and the other tenants didn't want to be bothered with the new tenants being in the apartment.

5. Please identify all persons who Defendants spoke to about the Property, which Defendants contend were an agent or representative of Plaintiff, prior to signing the rental agreement and describe each conversation.

Answer to (5): The Defendants spoke to David Abdo and Yami Dietz the property manager and Dave Abdo, the property owner who agreed initially that the Plaintiff would install a dishwasher and a washer and dryer in apartment 15 for the Defendants but then decided that the Plaintiff would not be able to make the additional changes.

- ~~6. Please identify all persons who Defendants spoke to about the Property, which Defendants contend were an agent or representative of Plaintiff, after signing the rental agreement and describe each conversation.~~

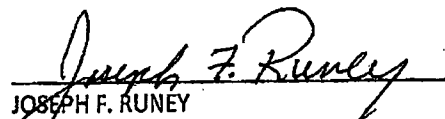
Answer to (6): The Defendants spoke to David Abdo who offered to allow the Defendant's to rent another apartment on Radcliffe Street which had a dishwasher and a Washer and Dryer installed, however the Defendants attempted on numerous occasions to get Plaintiff to return their calls concerning the Radcliffe Street Apartment but the Plaintiff would never return Defendant's telephone calls and never allowed the Defendants to rent the Radcliffe Street Apartment.

7. Please state how many times Defendants viewed the Property prior to signing the rental agreement and describe each occasion.

Answer to (7): The Defendants reviewed the apartment one (1) time for five minutes before signing lease with the Plaintiff.

8. Please state how many times Defendants viewed the Property after signing the rental agreement and describe each occasion.

Answer to (8): The Defendants only viewed the Apartment after signing the lease when they arrived to move in and then they discovered that the Apartment did not have a dishwasher or Washer and Dryer as the Plaintiff represented to them.


JOSEPH F. RUNEY
ATTORNEY FOR DEFENDANTS
14 Exchange Street
Charleston, S.C. 29412
(843)722-2904 Phone
(843)722-2905 Fax
Email: jruney@bellsouth.net

Charleston, South Carolina
Dated: Sept 12, 2011

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

CASE NO.: 10-CP-10-9956

FREWIL, LLC)

Plaintiff,)

v.)

MADISON PRICE and
CARTER SMITH)

Defendants.)

DEFENDANT'S ANSWERS TO PLAINTIFF'S
FIRST REQUEST TO ADMIT and DEFENDANT'S
ANSWERS TO PLAINTIFF'S SUPPLEMENTAL
INTERROGATORIES TO DEFENDANTS

TO: RYAN NEVILLE, ESQUIRE, ATTORNEY FOR PLAINTIFF.

The Defendant's Answering the Plaintiff's Request to Admit would state as follows:

1. Admit that Defendants viewed 132 Smith Street, Apartment #15 ("the Property") prior to signing their rental Agreement for the Property.

Answer to (1): Admitted. The Defendants admit that they viewed Apartment 15 prior to signing the Lease Agreement, however the Defendants were not given the opportunity to inspect the apartment. The Tenants were still living in the apartment.

2. Admit that Defendants did not see a dishwasher in the property when they viewed it.

Answer to (2): Admitted

3. Admit that the Defendants did not see a washer in the property when they viewed it.

Answer to (3): Admitted

4. Admit that Defendants did not see a dryer in the property when they viewed it.

Answer to (4): Admitted

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5. Admit that Section 22(C) of Plaintiff and Defendants' rental agreement for the Property states "This Lease and all attached rules, policies, regulations and forms, including but not limited to Applications(s), Pet Policy, Security Deposit Agreement, Thirty Day Notice and Policies and Rules Agreement, form the entire agreement between the parties, and any agreement made hereafter to change, amend, or modify this Lease shall be invalid unless the same is in writing and executed by both parties thereto."

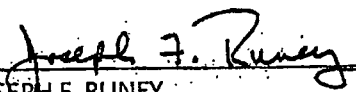
Answer to (5): Admitted.

6. Admit that Plaintiff notified Defendants' in writing within 30 days from August 1, 2009 that Plaintiff would not be returning Defendants' security deposit.

Answer to (6): Denied. The Defendants deny that they received written notification from the Plaintiff within thirty (30) days from August 1, 2009.

7. Admit that Defendants' sole basis for their alleged damage is their contention that Plaintiff wrongfully withheld their security deposit and applied it to their unpaid rent.

Answer to (7): Denied.


JOSEPH F. RUNEY
ATTORNEY FOR DEFENDANTS
14 Exchange Street
Charleston, South Carolina 29401
(843)722-2904 Phone
(843)722-2905 Fax

Charleston, South Carolina
Dated: June 2, 2011

FREWIL, LLC
P.O. Box 478
Charleston, SC 29402
843-813-3466
dabdo2@gmail.com

August 14, 2009

Madison Price
963 Heritage Parkway
Fort Mill, SC 29715

Carter Smith
167 27th Street
Roanoke VA 24014

Re: 132 Smith St., Apt. 15, Charleston SC 29403

Dear Ms. Price and Ms. Smith:

On April 20, 2009, after viewing several options, you entered into a lease agreement for August 1, 2009 through July 31, 2010 for the above apartment.

On or about August 1, 2009, you moved in partially and then contacted me to state you no longer wished to occupy the apartment. You claim that you wanted to rent an apartment with a dishwasher, washer and dryer, which this unit does not have. This unit did not have those appliances when you viewed it twice in April, and we did not tell you or promise you that it would have those appliances. While you did express that you were interested in apartments with these types of appliances, you ultimately chose to look at this unit because you did not like the ones you were shown that did include a washer, dryer and dishwasher.

Nonetheless, in an effort to resolve the issues, we advised that we could and would install a dishwasher, and would try to install a washer and dryer but would need confirmation from our contractor before promising we could. Within a day or two, we were able to confirm that we could install the washer and dryer as well.

However, this solution was apparently unsatisfactory to you, and you verbally advised that you would be moving elsewhere. In turn, we advised that you are still bound by your lease and obligate to pay the rents due thereunder.

In the interim, we have received no other contact from you regarding the apartment, the rent for August, nor have the apartment keys been returned. We have gone by the unit and see that you have moved your belongings.

Your security deposit will not be returned but is being applied to your outstanding rents. While we are required to mitigate, we can not take any steps to re-leasing to try to reduce our losses until you sent written notice of your intent to break your lease. We also request the return of the apartment keys.

When these discussions began at the beginning of August, we informed you that it would be difficult to rent this apartment at this time for the same rent and/or same term. Despite the fact that you may or are not taking the apartment, we are not releasing you from your lease obligations and expect to receive monthly rental payments from you. Additionally, we will be reviewing all options available to us, including possible legal remedies, to protect our interests and recover our losses.

Sincerely,

David W. Abdo, Member

c: Tenants, 132 Smith Street, Apt. 15, Charleston SC 29403

EXHIBIT 'P'

FREWIL/024/WMA

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

2010-CP-10-9956

Case No. 2012-213055

Frewil, LLC.....Respondent.

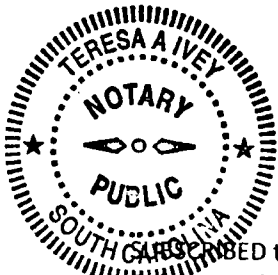
v.

Madison Price and Carter Smith.....Appellant,

CERTIFICATE OF APPELLANT

I, Joseph F. Runey, Attorney for the Appellants herein, hereby certify that the record of Appeal herein contains all matters designated to be included by either Party under Rule 209 and that all extraneous matters have been excluded.

Dated: Dec. 3, 2013



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Subscribed to and sworn to
Before me this 3rd day of Dec., 2013

Teresa A Ivey
Notary Public for South Carolina

My Commission Expires: 4-17-18

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

2010-CP-10-9956

Case No. 2012-213055

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SC Court of Appeals

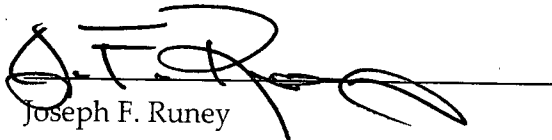
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PROOF OF SERVICE

I certify that I served three (3) copies of the Record on Appeal and Appellant's Final Brief to Respondent Frewil, LLC by hand delivery to the attorney of record, Wills and Massalon, LLC, Ryan Neville, Esquire, 97 Broad Street, Charleston, South Carolina, 29402, Phone 843-727-1144 on July 2, 2013.



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December 11, 2013