

RECEIVED

FORM 4

JUDGMENT IN A CIVIL CASE

FEB 17 2015

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

2015 FEB 3 PM 12 21

CASE NO. 2013 CP-39-01552

SC Court of Appeals

LEWIS B. WILLIAMS and GLENDA WILLIAMS

CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

EVAN SIZEMORE

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Adam B. Lambert, Esq.

Attorney for :  Plaintiff  Defendant  
or  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

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

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

ORDER INFORMATION

This order  ends  does not end the case.

Additional Information for the Clerk : \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Lewis B. Williams & Glenda B.	Evan Sizemore	\$100.00
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

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

*[Signature]*  
Clerk of Court Judge *Special Referee*

Judge Code

*01-26-2015*  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on the 3 day of Feb, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 3 day of Feb, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Adam B. Lambert, Esq  
PO Box 9  
Pickens, SC 29671  
ATTORNEY(S) FOR THE PLAINTIFF(S)

Howard W. Anderson, III, Esq.  
PO Box 851  
Clemson, SC 29633-0851  
ATTORNEY(S) FOR THE DEFENDANT(S)  
CLERK OF COURT

*[Handwritten signature]*  
*[Handwritten initials MB]*

**Court Reporter:**

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

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

[Lined area for additional information]

2015 FEB 3 PM 12 21  
CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

**FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE**  
**(Instructions for Information Only-Not to be filed with Form 4C)**

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

Lewis B. Williams and  
Glenda B. Williams,

Plaintiffs,

vs.

Evan Sizemore

Defendant.

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

Case No. 2013-CP-39-01552

ORDER

2015 FEB 3 PM 12 21  
CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

This matter was before the Special Referee on a motion to revise findings or, in the alternative, for new trial from the Order issued on September 24, 2014 based on a Summons and Complaint for Breach of Contract, filed by Mr. Adam B. Lambert, Attorney at Law for the Plaintiff. Briefs for the motion were submitted by both parties' counsel.

After reviewing the briefs submit by both the Plaintiffs' counsel and the Defendant's counsel, I find as follows:

1. The Defendant's motion to revise is denied due to the fact that the judge's findings are equivalent to a jury's findings in a law action. *King v. PYA/Monarch, Inc.*, 317 S.C. 385, 389, 453 S.E.2d 885, 888 (1995).

2. Questions regarding credibility and weight of evidence are exclusively for the trial judge. *Sheek v. Crimestoppers Alarm Sys.*, 297 S.C. 375, 377, 377 S.E.2d 132, 133 (Ct.App.1989). Therefore this case was properly before the special referee and after hearing all the evidence, the verdict was based on the evidence that was deemed credible.

3. The Defendant's motion is not granted since the findings of fact were reasonably supported by the evidence. *Epworth*, 365 S.C. at 164, 616 S.E.2d at 714.


4. In light of the foregoing, Defendant's motion for directed verdict, taken under advisement at the close of the Plaintiffs' case in chief, is also denied.

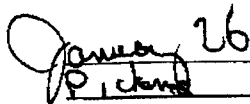
I have carefully re-reviewed all testimony, case and briefs presented and I stand by my prior decision as follows:

This case came before the Special Referee on September 15, 2014. Plaintiffs were present represented by Adam B. Lambert of the Acker and Lambert Firm and Defendant was present represented by Howard W. Anderson, III of Law Office of Howard W. Anderson, III LLC. Plaintiff maintains \$1,250.00 is due for payments not made under the contract and \$500.00 due for damage to the property by way of clean-up costs. Defendant maintains that nothing is due for either under the terms of the contract (see paragraph VII-Purchaser's Default). As to the Breach of Contract Cause of Action, evidence at the hearing established that the difference between to actual and the contractually scheduled payments before Defendant moved out was only \$150.00. Defendant submitted a check for the amount of \$100.00 upon moving out and the Plaintiffs rejected the amount. I find under the contract that the Defendant should pay the previously tendered sum of \$100.00 since he was out of the residence several days before the end of the month for which he has otherwise paid in full. As to the Cause of Action for Damages to the property, I find that there was no evidence as to the condition of the property when the Defendant moved in. Further, there was testimony from Defendant's mother Beth Sheila Sizemore that she was working on clean up when directed to stop by one of the Plaintiffs. Under those circumstances, there is not a preponderance of evidence to support any award of damages, even if the same could

potentially awarded under the terms of the contract. Accordingly, I award judgment to the Plaintiffs in the sum of \$100.00 and deny any other relief. Defendant pled for legal fees, but there is no contractual provision to support an award of legal fees. Each party shall be responsible for their own legal fees and one half of the court reporters appearance fee. The Referee's fee for the hearing is \$50.00 to be paid one half by each party.

**AND IT IS SO ORDERED!**

  
R. Mundy Hughes, Esq.  
Special Referee

 26, 2015  
P. J. Jones, SC

2015 FEB 3 PM 12 21  
CLERK OF COURT  
PICKENS COUNTY  
SOUTH CAROLINA

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013 CP-3901552

LEWIS B. WILLIAMS & GLENDA B. WILLIAMS

EVAN SIZEMORE

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: R. MURRAY HUGHES, SPECIAL REFEREE	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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LEWIS B. WILLIAMS & GLENDA B.	EVAN SIZEMORE	\$100.00

