

**Addendum**

**Expenses Involved: Left Contract with Ms Chavis**

**88 miles x 2.48 per Gal = \$218.24**

**1st try to pick up said contract: 38 x 2 = 76 Miles @ 2.46 per gallon = \$186.96**

**Meal at Bonefish: \$58.68**

**2nd try to pick up said contract: 38 x 2 = 76 miles @ 2.46 per gallon = \$185.44**

**Meal at Bonefish: \$62.68**

**3rd trip to pick up said contract: \$247.44**

**4th trip to pick up contract: \$247.44**

**5th fee: \$82.36**

**Plus another filing fee of \$100.00 to court of appeals.**

**For reliance damages Grand total of \$1764.38**

*Requesting Reimbursement*

One additional attachment

8/10/15

Dear Judge Morgan,

I am writing you to humbly and respectfully request that you reopen the case that was dismissed with prejudice between L. Virgil Porter and Eloise W. Chavis. I could fabricate some reason for not showing up in your courtroom on the fourth of August but I had an academic calendar instead of a normal calendar which is completely different than what I am accustomed to, so I placed the court date on the eleventh of August. Therefore if you will please reopen the case number 2015CV321080631 it certainly would be appreciated.

I realize that Ms Chavis' attorney was present on the correct date but I simply invariably placed the wrong date on my calendar. I profusely apologize and once again I am respectfully requesting that you seriously consider reopening the referred to case.

I have tried many times to get Ms Chavis to do what she has promised me time after time to sign the contract on the property on Rambling Rd in South Congaree with no success whatsoever. If you should reconsider reopening the case I can't tell you how much it would be appreciated by the parties on my side of the case including a witness to my first introducing Ms Chavis to the contract and her agreeing to sign said contract.

I look forward to hearing from you.

Sincerely,

**L. Virgil Porter**

ps. signed by Judge Morgan

*Granted*

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**Attachment 2**

- 1) Court was scheduled to begin at 10 AM in the magistrate court room. Judge Morgan was to to show up on the bench. All parties involved was waiting for Judge Morgan.**
- 2) I asked permission to go to restroom, Permission granted by Deputy Gillian for judge Morgan was late.**
- 3) While i as in restroom Judge Morgan shows up, He was 12 to 13 minutes late on 9/8/15.**
- 4)Just before i returned to court from the restroom Judge Morgan came in and immediately dismissed the said case just before he dismissed the case he made a young man who was with me to make some comments feel threatened by telling him that if he didn't turn himself over to deputy Gillian he would send him to jail for 30 days.**
- 5) When I returned to the courtroom all parties involved were leaving the courtroom and Judge Morgan had left the premises after roughly sitting in the bench for two minutes . Judge Morgan said courtroom that was scheduled to begin case at 10:00 am, he was going to dismiss the case even though he was late.**
- 6) With the above behavior of Judge Morgan described I am appealing Judge Morgans POOR judgment and decision adamantly.**

COPY

CIVIL ACTION COVERSHEET

Attached II

L. Kigal Smith  
129 Humbleton Dr  
Winnston, SC 29180

Plaintiff(s)

-CP-

2015 SEP -8 P 12:28

Defendant(s)

2015 CP 3203115

Submitted By:  
Address:

Ernie W. Chennus  
300 Ashley Oaks Ct  
Lafayette, SC  
29190

SCSC Bar #:  
Telephone #: (803) 785-2383  
Fax #: (803) 785-8155  
Other:  
E-mail:

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |   |  |   |   |
|---|--|---|---|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul>  | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20 -CP- -</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul>  | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Libel (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Other (399)</li> </ul>   | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499)</li> </ul>   |
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul>  | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Drv. License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul> | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Confession of Judgment (770)</li> <li><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input checked="" type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Comm. (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699)</li> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of State Depositions (650)</li> <li><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> </ul> |  |   |   |

Submitting Party Signature:

*[Handwritten Signature]*

Date:

9-8-15

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCPP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

**FOR MANDATED ADR COUNTIES ONLY**

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

Lexington Magistrate Court

Judge : Thomas Rawl  
139 East Main Street, Suite B  
Lexington, SC 29072  
(803) 785-2383

Received From: Porter, L. Virgil  
129 Hunstanton Dr  
Winnsboro, SC 29180

Date: 6/ 9/2015  
Receipt #: 1701602  
Clerk: krumley

Paying for: Self  
Transaction Type: Civil Payment

Reference #:

Payment Type: Credit Card \$80.00

Comment:

Convenience Fee \$1.36

Non-Refundable

SC.gov Portal Fee \$1.00

Total Paid: \$82.36

Total Received: \$80.00

Change Due: \$0.00

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2015CV321080631	L. Virgil Porter VS Eloise W. Chavis	\$80.00	\$80.00	\$0.00



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Total Cases: 1

	\$80.00	\$80.00	\$0.00
Convenience Fee:		\$1.36	
SC.gov Portal Fee:		\$1.00	
Total Paid:		<b>\$82.36</b>	

Catherine Phillips

**Common Pleas**  
**Clerk : Beth A. Carrigg**  
**Lexington County Judicial Center**  
**Lexington, SC 29072**  
**(803) 785-8212**

Received From: Porter, L. Virgil  
 129 Hunstanton Dr  
 Winnsboro, SC 29180

Date: 9/ 8/2015  
 Receipt #: 186719  
 Clerk: kkohl

Paying for: Self  
 Transaction Type: Payment

Reference #:  
 Comment:  
 Non-Refundable

Payment Type: Credit Card                    \$150.00  
                   Convenience Fee                    \$2.55  
                   SC.gov Portal Fee                    \$1.00  
 Total Paid:                                        \$153.55

Total Received:                                \$150.00  
 Change Due:                                     \$0.00

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2015CP3203115	L. Virgil Porter VS Eloise W Chavis	\$150.00	\$150.00	\$0.00



<b>Total Cases: 1</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$0.00</b>
	<b>Convenience Fee:</b>	<b>\$2.55</b>	
	<b>SC.gov Portal Fee:</b>	<b>\$1.00</b>	
	<b>Total Paid:</b>	<b>\$153.55</b>	

**County Of Lexington**  
Lexington, South Carolina



No. 174042

Date 9/8/15 20

Received From L. VIRGIL FORTE

CASH

FIFTEEN AND NO/100 Dollars \$ 15.01

For 15CP3203115

Previous Balance \$ \_\_\_\_\_

Amount Paid \$ \_\_\_\_\_

Balance Due \$ \_\_\_\_\_



REVENUE CODE

Signature



CONTRACT OF SALE
RESIDENTIAL

Revised June, 2011

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DEC 31 2015



SC Court of Appeals

THE [ ] BUYER [ ] SELLER IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. PARTIES: This Contract of Sale is entered into on April 2015 between Buyer(s) L. Virgil Porter and Seller(s) Elize W. Chavis

Seller represents that this Offer is ( ) is not (X) subject to approval by a Third Party (i.e. a bank, corporation or relocation company).

2. PROPERTY: Seller agrees to sell and Buyer agrees to buy the following real property with improvements and fixtures thereon:

Lot Block Phase Subdivision Address 1150 Rambler Road Unit # City W. Columbia Zip 29172 TMS# 007872-02-01 County of Lexington, State of South Carolina.

3. PRICE: The purchase price is \$ 30,000.00

4. EARNEST MONEY:

A. \$ 0.00 Earnest money is paid by: Check ( ) Cash ( ) Other ( )

B. \$ Additional earnest money to be delivered on or before

C. Earnest money to be held in trust by (Escrow Agent).

D. Escrow Agent does not guarantee payment of funds accepted as earnest money. All earnest money received will be deposited as required by South Carolina law and the South Carolina Real Estate Commission's rules and regulations. If earnest money is returned because it is a fraudulent instrument or due to insufficient funds, the Agent holding earnest money will immediately notify the other Agent and Contract may be voided at the Seller's option. Buyer agrees to and understands that earnest money may be deposited in an interest-bearing escrow account and that he has the right to ownership of any interest accrued. Buyer, through this written agreement, relinquishes ownership of the accrued interest to Escrow Agent as consideration for the expenses incurred in maintaining the account. Earnest money deposited in an escrow account will not be released to either Party until confirmation is received that funds have cleared the bank. If a dispute arises between Buyer and Seller concerning entitlement to and disposition of an earnest money deposit, the deposit will be retained in Escrow Agent's escrow account until Escrow Agent has obtained a written release signed by Buyer and Seller consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. See S.C. Code, Section 40-57-135 (1976). If a court action is brought by Escrow Agent or Party to the Contract seeking the release of earnest money, the non-prevailing party in the action will be responsible for the prevailing Party's and Escrow Agent's attorney's fees and court costs.

BUYER ( / / ) Date

SELLER ( / / ) Date

















**32. NON-RELIANCE CLAUSE:** Both Buyer and Seller execute this Contract freely and voluntarily without reliance upon any statements, representations, promises or agreements by the Buyer's and Seller's Brokers except as set forth in this Contract. Buyer and Seller acknowledge that the Buyer's and Seller's Brokers are being retained solely as Real Estate Agents and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Buyer and Seller are legally competent to enter into this Contract and to fully accept responsibility for it. This is a legally binding Contract. Buyer and Seller should seek legal advice prior to entering into this Contract if, after having read it, its contents and provisions are not understood. Both Buyer and Seller acknowledge receipt of a copy of this Contract and acknowledge receiving, reading and understanding South Carolina Real Estate Commission's Agency Disclosure Brochure.

**33. DISCLAIMER:** Buyer and Seller acknowledge that Buyer's and Seller's Brokers give no warranty of any kind, expressed or implied, as to: (1) physical condition of the Property or as to condition of or existence of improvements, services or systems including but not limited to termite damage, roof, basement, appliances, heating and air conditioning systems, plumbing, sewage/septic, electrical systems or to structure; (2) condition of the Property, any matters which would be reflected by a current survey of the Property or the accuracy of the square footage heated or unheated; (3) title to the Property including the existence or absence of easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like; (4) fitness for a particular purpose of the Property or improvements; (5) Property being purchased being in compliance with necessary zoning ordinances and restrictions; (6) projected income, value, or other possible benefits to Buyer.

<input checked="" type="checkbox"/>	(L.S.)	
Buyer's Signature		Buyer's Printed or Typed Name
		Date
<input type="checkbox"/>	(L.S.)	
Buyer's Signature		Buyer's Printed or Typed Name
		Date
<input checked="" type="checkbox"/>	(L.S.)	
Seller's Signature		Seller's Printed or Typed Name
		Date
<input type="checkbox"/>	(L.S.)	
Seller's Signature		Seller's Printed or Typed Name
		Date

Buyer's Agent/Company acknowledges Buyer is a Client ( ) Customer ( ). Agent's Telephone Number

Seller's Agent/Company acknowledges Seller is a Client ( ) Customer ( ). Agent's Telephone Number

**This section is not to be completed until the conditions of paragraph 29B are fulfilled**

**CONTRACT ACCEPTED BY BOTH PARTIES AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M (ET) ON \_\_\_\_\_ DATE**

**ACCEPTANCE ENTERED BY \_\_\_\_\_ (AGENT)**

**NOTE:** Once the above Contract acceptance date and time are filled in a copy of this Contract should be promptly forwarded to the other Party.

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