



1 (May 7, 2015.)

2 THE COURT: All right. Abbott versus Michele  
3 Blank.

4 All right. I've reviewed the return, and I  
5 believe Mr. Abbott has appealed the magistrate court's  
6 findings and says a complaint by Michele Blank was that I  
7 owed her \$5,000 for back pay.

8 I showed at the hearing. I owed her the  
9 \$5,000 for her interest in the sailboat, not back pay.  
10 The magistrate had entered a judgment against Mr. Abbott  
11 in the matter of \$5,100; \$5,000 in actual damages and  
12 \$100 for costs.

13 Mr. Abbott, if the parties will state who's  
14 present representing who, I would appreciate it.

15 MR. DURBAN: Frampton Durban representing  
16 Michele Blank, Your Honor.

17 THE COURT: Mr. Abbott, you're pro se; is  
18 that correct?

19 THE PLAINTIFF: Yes, sir.

20 THE COURT: It's your appeal. I'd be glad to  
21 hear it. I'll be glad to hear you. It's your appeal.

22 THE PLAINTIFF: Oh, all right. The reason --  
23 may I approach?

24 THE COURT: You can stand right there and  
25 I'll be glad to hear you.

1 THE PLAINTIFF: First of all, I had two  
2 documents subpoenaed that they didn't show up with.

3 THE COURT: We're not here for a hearing.  
4 We're not going to have a hearing on the case itself.  
5 It's not a second hearing. This is an appeal.

6 The record has already been established, so  
7 I'm limited to what was established at the magistrate  
8 court, and you have to show me where a magistrate made an  
9 error of law, okay? That's the issue. This is not a  
10 trial.

11 THE PLAINTIFF: All right.

12 THE COURT: It's an appeal. It's an  
13 appellate appeal. The record has already been set. I'm  
14 not receiving new evidence.

15 THE PLAINTIFF: All right.

16 THE COURT: Tell me what mistake the  
17 magistrate made. That's the issue.

18 THE PLAINTIFF: All right. The appeal is  
19 because I said I owed her \$5,000 for her interest in a  
20 sailboat, not back pay. Now, I have the transcript right  
21 here, and this is what the magistrate said --

22 MR. DURBAN: Your Honor, this is not a  
23 certified transcript. I don't know how they had this  
24 prepared. It's not signed by a court reporter. It's not  
25 certified, whatever the transcript is that he's referring

1 to.

2 THE COURT: Do you have a copy of it?

3 MR. DURBAN: I have a copy of it.

4 THE COURT: Okay. Who transcribed it?

5 THE PLAINTIFF: A North Carolina court

6 official.

7 THE COURT: Has it been certified by that

8 official?

9 THE PLAINTIFF: It was accepted by Guerard

10 and --

11 THE COURT: Accepted by who?

12 THE PLAINTIFF: Judge Henry Guerard.

13 THE COURT: Why was he -- what do you mean,

14 accepted by him?

15 THE PLAINTIFF: Well, we sent him the return

16 and -- I mean, the transcript, and then he sent the

17 return.

18 THE COURT: Okay. I'm obligated to look at

19 the return because small claims court or magistrate court

20 is not a court of record, okay? There is no official

21 transcript presented, okay? If it had been certified by

22 a court reporter, I possibly would accept it, but since

23 it hasn't been certified by a court reporter, I'm not

24 going to accept the transcript.

25 Let me hear what error of law the judge made.

1 THE PLAINTIFF: Well, if I can't use the  
2 transcript, I've got no case.

3 THE COURT: Well, I don't know. I haven't  
4 heard your case yet, okay? Don't prejudge it.

5 THE PLAINTIFF: This is the case, Judge --

6 THE COURT: Don't prejudge that.

7 THE PLAINTIFF: This case is really about  
8 this \$10,000 check she wrote against my account, all  
9 right? This is about greed and this is about perjury and  
10 this is about forgery, and it's not going to stop here.  
11 It's already in the state court.

12 THE COURT: What's in the state court,  
13 another case?

14 THE PLAINTIFF: This case.

15 THE COURT: This case?

16 THE PLAINTIFF: Was bounced back because your  
17 reporter had no transcript of the last hearing.

18 THE COURT: I understand, and we recorded it,  
19 and that's why we're rehearing it today.

20 THE PLAINTIFF: That's why we're hearing it  
21 today.

22 THE COURT: Okay. Let me hear what error the  
23 judge made.

24 THE PLAINTIFF: As far as I have here, it is  
25 in the transcript where he agreed that I did owe her

1 \$5,000 but for back pay.

2 THE COURT: Not for what?

3 THE PLAINTIFF: Not for back pay, and it is  
4 crucial, because she needs to be arrested and put in  
5 prison for writing this check. That's it. And she came  
6 to North Carolina and tried to collect the same \$5,000,  
7 and the same pieces of paper I subpoenaed here were  
8 subpoenaed there, and she didn't show up because of  
9 forgery and perjury.

10 Now, Guerard said this is a waste of the  
11 taxpayers' money, and I couldn't agree more, but I'm not  
12 going to pay her \$5,000 to save the taxpayer.

13 Now, all I'm asking you to say is yes, you  
14 said you owed it for the boat, and that's what it was  
15 for, period. That's it.

16 THE COURT: I'll just read you what the  
17 return says, Mr. Abbott. The return says that you did in  
18 your answer acknowledge that the plaintiff had invested  
19 \$5,000 into the boat and that was all you owed her.

20 And then later on, the return says -- I'm  
21 sure you have a copy of it, don't you?

22 THE PLAINTIFF: I do.

23 THE COURT: The return says the issue of the  
24 boat did not come up except to talk about using it. No  
25 one was talking about buying anyone out later, and then

1 it talks about the payments were used to reimburse  
2 plaintiff for \$5,000. The defendant testified that  
3 payments were reimbursed to plaintiff for \$5,000 to  
4 purchase the boat. He never reimbursed this money to the  
5 plaintiff even because he believed she had cost him money  
6 and his business, and considering all the evidence, the  
7 testimony found in favor of the plaintiff, issued a  
8 judgment in favor of \$5,000.

9 Now, the return doesn't address the issue of  
10 whether that \$5,000 damage is based upon the two \$2,500  
11 payments or the boat. It doesn't say, okay? Now, what  
12 difference does it make? It's a \$5,000 judgment.

13 THE PLAINTIFF: It makes a big difference.

14 THE COURT: Why?

15 THE PLAINTIFF: Because she's going to go to  
16 prison, all right? If you tell me that she is -- that  
17 this is for back pay, we're going to the state court, all  
18 right? They've already accepted this. They bounced it  
19 back to you because your reporter didn't have the  
20 transcripts.

21 Now, we can keep this up. All right? I  
22 don't know what goes on behind closed doors here, but  
23 this woman needs to be arrested.

24 THE COURT: Well, Mr. Abbott, that's not the  
25 issue before me today.

1 THE PLAINTIFF: Well, that's fine then. All  
2 I'm saying is if you want to continue this, go ahead.

3 THE COURT: Will you listen to me and  
4 understand what the issue is? I'm sorry you're angry,  
5 but get over your anger and listen to what I'm saying,  
6 and let's have a meaningful conversation about this case.

7 Can you do that? Can you do that?

8 THE PLAINTIFF: Let's see how it goes.

9 THE COURT: I asked you, can you do that?

10 THE PLAINTIFF: I will try my best.

11 THE COURT: All right. You appealed the  
12 magistrate's case where he entered a judgment against you  
13 for \$5,000.

14 THE PLAINTIFF: Yes.

15 THE COURT: Okay? Now, that's what we are  
16 here for today. We're not here on any arrest warrant for  
17 her or any perjury, okay?

18 THE PLAINTIFF: No, for back pay.

19 THE COURT: No, he didn't say back pay. The  
20 magistrate did not define whether it was for the boat or  
21 back pay.

22 THE PLAINTIFF: Who knows what goes on behind  
23 closed doors?

24 THE COURT: Sir, Mr. Abbott, listen to me for  
25 a minute. You need to learn to listen. Now, quit

1 interrupting me, and I will not interrupt you. Do you  
2 understand?

3 THE PLAINTIFF: Yes.

4 THE COURT: We got to do this in an orderly  
5 fashion. I can't help it if you're mad, but I'm not  
6 going to tolerate your conduct; do you understand?

7 THE PLAINTIFF: Yes, sir.

8 THE COURT: Now, you listen to me, you  
9 respond to me, and don't interrupt. Do you understand?

10 THE PLAINTIFF: I'm listening.

11 THE COURT: All right. The magistrate  
12 entered a judgment of \$5,000 against you. He does not  
13 specify whether it was for the boat or payment owed.  
14 Okay? You appealed that.

15 Now, I want to hear you on the appeal. Can  
16 you please present your case to me on the appeal, and I  
17 will sit here and listen to you.

18 Please, I want to hear you.

19 THE PLAINTIFF: The appeal is based on not --  
20 she filed the complaint because she said I owed her back  
21 pay. The entire magistrate's court hearing was about  
22 back pay. This fellow here brings up all this mess to  
23 prove that it was for back pay. All right? Nothing to  
24 do with the boat. I mentioned the boat. Okay? He takes  
25 three months to make a decision on this case. All right?

1 I don't know what's going on. He's talking to him. I  
2 know that. All right?

3 I don't know. He comes up and says this  
4 return here, so then she comes to North Carolina and sues  
5 me for the same \$5,000 to cover herself for this bad  
6 check she wrote.

7 Now, what do I do? What do I do?

8 THE COURT: I didn't hear you. What did you  
9 say about the bad check?

10 THE PLAINTIFF: What did I say about what?

11 THE COURT: The bad check. Just a minute  
12 ago, what did you say?

13 THE PLAINTIFF: I don't remember what I said.

14 THE COURT: Go ahead.

15 THE PLAINTIFF: I think I'm done.

16 THE COURT: Do you have anything else to say  
17 about your appeal?

18 THE PLAINTIFF: I don't think I do.

19 THE COURT: Well, let me ask you this: What  
20 difference, from your perspective, does it make on  
21 whether the \$5,000 is for the 2,500 payment per month or  
22 the boat?

23 THE PLAINTIFF: All right. She was my  
24 partner. She was my bookkeeper. She was -- I had a hip  
25 replacement scheduled, and she was to take care of my

1 business and me personally, and she was let go in  
2 December with two weeks' severance so she could go and  
3 take care of her business. All right? She has her own  
4 business, for 30 days.

5 I wrote her another contract to come back.  
6 She wrote a check for \$10,000, trying to wipe me out,  
7 okay? All right. Now, I made a deal with the bank. The  
8 bank said, We'll give you the money back if you have her  
9 arrested and testify against her. Good deal. That's a  
10 great deal. I did. Okay?

11 I promised the bank that I would have her  
12 arrested and testify against her. All right? Now, I  
13 owe -- I said I owed her \$5,000. Now, she's put me  
14 through untold amount of time and money to get to this  
15 point right here. As far as I'm concerned, we were even,  
16 all right? Forget it.

17 But no, she goes to Guerard and sues me for  
18 the \$5,000, so I got to come back down here, listen to  
19 this fellow give his mess, and then go back to North  
20 Carolina and come back down here and back to North  
21 Carolina and come back down here.

22 It is the principle of the thing, all right?  
23 It is wrong. It is dead wrong. I was willing to let the  
24 whole thing go, but she pursued, aggressively. Just let  
25 it go. No, she keeps pursuing this.

1 THE COURT: So your position is she wrote a  
2 bad check for \$10,000.

3 THE PLAINTIFF: Yes.

4 THE COURT: You owed her \$5,000 on the boat?

5 THE PLAINTIFF: Yes, and I agreed to pay  
6 her --

7 THE COURT: And then since she had this  
8 judgment for 5, you were willing to let the 10 go; is  
9 that what you're telling me?

10 THE PLAINTIFF: I was willing to waive the  
11 whole thing, the whole thing. Just forget it, and she  
12 came back with a lawsuit. Not only in the State of South  
13 Carolina, but one in North Carolina. Aggressive,  
14 vicious, greedy woman.

15 THE COURT: Okay. Anything else you would  
16 like to tell me?

17 THE PLAINTIFF: That's it.

18 THE COURT: Thank you so very much,  
19 Mr. Abbott.

20 Yes, sir. I'll be glad to hear from the  
21 respondent.

22 MR. DURBAN: Thank you, Your Honor. I'm  
23 referring to magistrate's return, and it informs the  
24 Court here that there were certain e-mails sent from  
25 Mr. Abbott to Ms. Blank. Clearly those e-mails were

1 focussed on two issues: One issue was she was an  
2 employee of the company. They also had a personal  
3 relationship, which complicated things a little bit in  
4 getting everything straightened out because the e-mails  
5 were all full of a lot of stuff other than what the  
6 business involved, but there were three essential e-mails  
7 that were sent involving this \$10,000.

8 First of all, the record will also reflect,  
9 and I'm sure it's in the record from the magistrate, that  
10 Ms. Blank was the business manager for this construction  
11 company. She was a signatory on the bank account. She  
12 wrote checks all the time on that account. That was her  
13 job.

14 There was an e-mail dated Saturday, December  
15 29, 2012: I'm putting the relationship on the back  
16 burner. I need to spend my time and my money on other  
17 interests. I'm going to give you \$2,500 in January and  
18 2,500 in February as soon as I get paid.

19 On December 30th, Sunday: I don't owe you  
20 anything but \$5,000.

21 January 29th, 2013: I will send you \$2,500  
22 in January and February and make sure you get your W-2s.

23 There was -- the reason for the \$10,000 check  
24 is there were other e-mails that were not before the  
25 magistrate that were before the Court in North Carolina

1 resulting in a judgment. Those dealt with the issue of  
2 the boat, because he also promised in e-mails to pay her  
3 \$5,000 for the boat.

4 The only issue that was before Judge Guerard  
5 was the issue of the back pay that he owed her. She paid  
6 herself out of that account, as she had paid herself out  
7 of that account previously. That's what the record said.

8 Judge Guerard found that there was \$5,000  
9 owed, issued a judgment for \$5,000 that was based on the  
10 evidence that was presented. It's amply supported by the  
11 evidence that was presented and legal under the law, so  
12 we just believe this appeal should be dismissed.

13 THE COURT: Who's the boat titled in?

14 MR. DURBAN: The boat was titled in both of  
15 their names. They owned it together. Part of the  
16 personal relationship was they owned it together.

17 THE COURT: Is it still titled in both names?

18 MR. DURBAN: We don't know what the status of  
19 the boat is right now.

20 THE COURT: Where is the boat?

21 MR. DURBAN: We believe it's in North  
22 Carolina.

23 THE COURT: Okay. All right.

24 MR. DURBAN: And that's why the case was --  
25 that's why the case involving the boat was brought up in

1 North Carolina. It also resulted in a \$5,000 judgment in  
2 her favor because there were e-mails saying that he owed  
3 her \$5,000 for the boat and 5,000 for the pay.

4 THE COURT: So the issue of the boat was  
5 resolved in North Carolina?

6 MR. DURBAN: Yes, sir. Yes, sir. I have  
7 that, Judge.

8 THE COURT: Do you have a certified judgment  
9 from North Carolina?

10 MR. DURBAN: I don't believe it's certified,  
11 but I do have a copy of it.

12 THE COURT: Okay. All right.

13 All right. Mr. Abbott, anything you want to  
14 tell me in reply?

15 THE PLAINTIFF: Yes, sir. It's all a bunch  
16 of malarkey. This was August of '12. I wrote a note  
17 that said, That's it, \$5,000.

18 Now, we had a rocky relationship. This was  
19 going to happen, all right? I didn't need to say it more  
20 than one time, and I would not pay anybody ahead of time,  
21 much less her, \$5,000 for a job that she was trained to  
22 do. All right?

23 She lost the appeal in North Carolina. I  
24 appealed the judgment. The boat is in my name, all  
25 right? And it's clearly in my name. She had the

1 paperwork. She was my bookkeeper, and I reported it  
2 stolen. They sent me duplicate paperwork. I registered  
3 it in my name. The boat is clearly and only in my name,  
4 as it should be.

5 THE COURT: Let me ask you a question: Was a  
6 judgment entered against you in North Carolina for  
7 \$5,000?

8 THE PLAINTIFF: It was, but I appealed it,  
9 and it was overturned.

10 THE COURT: Is that correct?

11 MR. DURBAN: That's correct, Your Honor.

12 THE COURT: Okay. All right.

13 THE PLAINTIFF: All right. Thank you.

14 THE COURT: Anything else you want to tell me  
15 on your appeal?

16 THE PLAINTIFF: There was something -- I  
17 never said anything about back pay anywhere. I said I  
18 would pay her \$5,000 I owed her when I got paid in  
19 January and February because I was paying her \$2,500 a  
20 month, and Guerard, whatever, has said he understood  
21 that. He understood what I was saying. All right?

22 I owed her \$5,000, and I was going to pay  
23 her, in that installment, but not for back pay. Now, she  
24 was my bookkeeper, Judge, but she was basically fired  
25 when we came back from Haiti.

1 I took my books back. I took my checkbook  
2 back. I failed to take her off the signatory. She stole  
3 the three checks out of my checkbook in November. She  
4 wrote the check in January. The bank called me and asked  
5 me if I authorized the check. I said no. They asked me  
6 if I stopped payment on the other two checks she stole.  
7 I said yes. They closed her bank account permanently.

8 Now, I don't know what happened past there,  
9 but she was clearly in the wrong to write the \$10,000  
10 check and as the attorney showed me in the South Carolina  
11 state statutes, that is a punishable crime, two years or  
12 something.

13 THE COURT: Okay. Anything else?

14 THE PLAINTIFF: No, sir.

15 THE COURT: All right. Thank you so very  
16 much.

17 Having listened to the arguments of both  
18 sides and reviewed the return by Judge Guerard, the  
19 magistrate in Charleston, and in the returns they address  
20 the \$2,500 that he stated on -- by e-mail that he was  
21 going to pay, and I find no error of law that the judge  
22 made in entering a judgment of \$5,000.

23 I will acknowledge that the record itself  
24 does not determine whether the \$5,000 damages were for  
25 the boat or money owed, having reviewed the return, and

1 I'll issue an order to that effect. Thank y'all very  
2 much.

3 MR. DURBAN: Thank you, Your Honor.

4 THE COURT: Well, let me think about this for  
5 a minute. Have a seat. Let me think about it for a  
6 minute.

7 I think what I'm going to do, in light of  
8 what I've heard this morning, I'm going to remand this to  
9 Magistrate Guerard and ask him to clarify his return as  
10 to whether the \$5,000 damages was for back payment or  
11 whether it was for \$5,000 contributed to the boat and  
12 make that return to the Circuit Court judge, to me, and  
13 at that time I'll make a decision on the appeal.

14 I'll uphold an appeal and reverse an appeal  
15 and I'll take it under advisement until I receive that  
16 information from Judge Guerard.

17 THE PLAINTIFF: Thank you, sir.

18 THE COURT: Thank you all very much.

19 THE PLAINTIFF: Thank you very much.

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21 (Whereupon, the proceedings were concluded.)

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I, the undersigned Amanda K. Haffenden, RPR, CRR, Official Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court for Charleston County, South Carolina, on the 7th of May 2015.

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

August 28, 2015

*Amanda K. Haffenden*

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Circuit Court Reporter