THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM HORRY COUNTY
Ralph P. Stroman, Special Referee
Trial Court Case No. 2014-CP-26-04835

APPEAL FROM GEORGETOWN COUNTY
Ralph P. Stroman, Special Referee
Trial Court Case No. 2014-CP-22-00685

Appellate Case No. 2016-000329

First Citizen Bank and Trust Company, Inc.....Respondents

v.

Beck Holding Company, LLC, C.J.B Holding & Trust Company, LLC, Cornelius J. Beck, Jr., Andrews Dental Center, Inc. Inlet Dental Center, Inc. Seaside Surgical, Inc., Georgetown Dental Center of South Carolina, Inc. and South Beach Dental Center, Inc.....Defendants

Of whom Cornelius J. Beck, Jr. is the.....Appellant

OBJECTION TO RESPONDENTS MOTION TO DISMISS

COMES NOW, Beck Jr., Cornelius Jonathan in the capacity of CORNELIUS JOHNATHAN BECK JR. on an open court of record objecting to the Respondents Motion to Dismiss. I have discovered why I had such a problem obtaining a transcript of the hearing of January 28, 2016. It has come to my attention that 85% of this transcript has been altered to favor the Respondents. This transcript does not reflect the truth of the hearing. Here are the following issues that I found in this transcript:

1. The statement indicated in the transcript by Robert Kerr on Page 3, Line 1 through Page 6, Line 7 has been totally falsified because, we were waiting to start the hearing

at 10a, which it started at 9:55a, because Mr. Kerr and my Power Attorney was having a heated discussion prior to the hearing and Mr. Kerr instructed the Court Reporter to start running the recorder because he needed to get this information on record so he can report my power attorney to the bar association. The introduction of this hearing is totally misrepresented in this transcript. By the way the Special Referee was still sitting in the chair over at the Defendants table side of the court room , I was sitting in the front seats on the defendants side with my power of attorney Mr. Kerr was on the Plaintiffs side sitting at the Plaintiffs table. Then I got up and went and sat in a chair right beside the Plaintiffs table where Robert Kerr was standing.

2. Page 6, Line 8-13 is also a misrepresentation, because I am not aware that I was ever sworn in, we were in a discussion mode and we were not discussing any motions.
3. Page 6, Line 14 -18 ending at ...citizenship, was never stated at the hearing.
4. Page 7, Line 15 through Page 8, Line 13 is also a misrepresentation of what was stated because it was not broken down in that manner and explained. I remember, I was simply asking for an invoice and we were trying to make a decision of how much time I would need to settle the account and what happened and what would happen if I did not.
5. Page 9, Line 16 is also a misrepresentation of what was said, because we were not discussing any motions before the court, the proposed order that was supposed to be written up was to reflect our agreement for having 30 days to come up with the payment or the sale will proceed as planned.

6. **Page 10, Line 6-11, is also a misrepresentation because that was never stated at the hearing.**
7. **Page 11, Line 2-12, is also a misrepresentation of what was said in court because, no discussion concerning sovereign documents or motions was discussed at the hearing.**
8. **Page 11, Line 23 through Page 12, Line 9 is also a misrepresentation because none of this information was never stated.**
9. **The transcript was altered in such a manner to favor the Plaintiff, but they forgot to alter the time of the hearing because, the hearing started 5 minutes prior to 10a and concluded at 10:15a, based upon the length of the transcript, everyone at the hearing would have been talking very fast.**
10. **Also in the filing of the Motion to Dismiss, Mr. Kerr made an unethical move by sending a letter to one of the judges in the court of appeals to please find a way to have this case dismissed. (See attached)**

Based upon the altering of the transcript and the unethical move by Mr. Kerr, this case should not be dismissed, but allowed to continue the due process of law. I have had to alter my strategy for this appeal because I do not have an adequate transcript to use for my brief. I am in the process of requesting an audio copy of the hearing, to show that the transcript was altered, and that I would need adequate information to use in my briefs.

Therefore, I pray that this court denies the Plaintiffs Motion to Dismiss.

Beck Jr, Cornelius J. 12/5/2016

Beck Jr, Cornelius J. **Date**
34 Old Evergreen Lane
Pawley's Island, SC 29585

PROOF OF SERVICE

I, Beck Jr, Cornelius J, certify that I am of such age and discretion to be competent to serve papers. That on the 5th day of December, 2016, I have served a copy of the documents listed below, by Certified Mail, sent to each of the following person at the locations stated below, which is the last known location, and by depositing said envelope and contents in the U.S. Mail.

Document: OBJECTION TO RESPONDENTS MOTION TO DISMISS

Proof of Service

Party Served(s)

Attorney For Respondent
Robert A. Kerr, Jr.
78 Wentworth Street
Charleston, SC 29401

Beck Jr, Cornelius J.
34 Old Evergreen Lane
Pawley's Island, SC 29585

12/5/2016
Date

RECEIVED
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1 STATE OF SOUTH CAROLINA) In the Court of Common Pleas
2 COUNTY OF GEORGETOWN) Case No. 2015-CP-22-685
3
4 FIRST CITIZENS BANK AND TRUST,)
Plaintiff(s),)
5)
-vs-)
6)
BECK HOLDING CO, LLC, and)
7 CJB HOLDING-TRUST COMPANY, LLC,)
CORNELIUS J. BECK, JUNIOR,)
8 ANDREWS DENTAL CENTER, INC.,)
SEASIDE SURGICAL, INC.,)
9 GEORGETOWN DENTAL,)
)
10 Defendant(s).)
11
12
13 Given before Molly C. Newton, Court Reporter and
14 Notary Public, at the Georgetown County Judicial Center,
15 401 Cleland Street, Georgetown, South Carolina, on
16 Thursday, January 28th, 2016, commencing
17 at 9:55 o'clock, a.m.
18
19
20
21 **RAY SWARTZ & ASSOCIATES OF SOUTH CAROLINA**
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25

1
2 A P P E A R A N C E S
3
4 For the Plaintiff(s): Robert Kerr, Esquire
Moore and Van Allen, PLLC
5 78 Wentworth Street
Charleston, SC 29401
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1 **MR. KERR:** Thank you, Judge Stroman. This
2 is case number 2014-CP-22-685, First Citizens
3 and Trust Company, Inc. versus Beck Holding
4 Company, LLC, CJB Holding and Trust Company,
5 LLC, Cornelius J. Beck, Junior, Andrews Dental,
6 Inc, Seaside Surgical, Inc, Georgetown Dental
7 of South Carolina, Inc, and South Beach Dental
8 Center, Inc. By way of background, Your Honor,
9 this is a foreclosure that was commenced in
10 2015 and a judgement of foreclosure was entered
11 by you on March 31st, 2015. Property at issue
12 is commercial property here in Georgetown
13 County. The sale was properly advertised and
14 the sale occurred on May 4th, 2016. Since
15 deficiency was not waved 30 days later the
16 hearing or a second upset bid could be received
17 however the case was stayed by the bankruptcy
18 filing, CJB, on May 27th, 2015, approximately a
19 week before the second sale. Your Honor, that
20 bankruptcy case was dismissed on October 30th,
21 2015 and in that period while the case was
22 stayed two motions were filed by the defendant
23 in this case or his surrogate or his
24 representative. The first one on June 29th, 2015
25 was a motion to vacate judgement. Apparently a

1 motion to vacate the foreclosure decree and
2 judgement that was entered more than 30 days
3 before that. Then a second filing was made
4 called Notice of Third Party Intervention to
5 settle judgement and that was filed September
6 1, 2015.
7 Your Honor, with dismissal from bankruptcy
8 court we are ready to proceed with advertising
9 and sale however these two motions were on the
10 calendar now in an abundance of caution it
11 seemed prudent to ask The Court to set a
12 hearing on those filings and make some order
13 with respect thereto so we have a clean record
14 going forward. Now, neither of those motions
15 are of the plaintiff's, First Citizens. They
16 both come from or through Dr. Beck and as he is
17 the filing party or someone on his behalf they
18 have the burden of proof to move forward under
19 the rules and argue why they are entitled to
20 whatever relief they seek.
21 Your Honor, I don't have a motion. That's
22 the background of the case and I ask The Court
23 to make some determination on whatever motions
24 of filings that were made by or for Dr. Beck at
25 this time. Further, Your Honor, I have received

1 and will provide copies for the record, I
2 received in the mail yesterday from Dr. Beck or
3 someone on his behalf a judicial notice that
4 suggests that this court has no jurisdiction
5 over him. Additionally it purports to appoint
6 Wright comma Ronald Allen as Power of Attorney
7 over his estate and purports to give him
8 authority to handle any of his commercial
9 affairs or the affairs of his estate. I also
10 received a Notice of Citizenship which asks
11 that Beck, Junior comma Cornelius Jonathan is
12 an American citizen and not a US citizen and
13 therefore any contract he has entered into is
14 void. We also received an affidavit of facts
15 concerning American citizens in which Beck,
16 Junior comma Cornelius Jonathan, a living,
17 breathing, self aware man, states he is an
18 American citizen and not a US citizen and there
19 fore there is no power or authority over him
20 because an American citizen as opposed to a US
21 citizen and then there is an objection to the
22 motion to strike filings scheduled January 28th,
23 2016. I don't understand that one because I
24 didn't file anything. I merely set a hearing
25 on the motions that came from the Defendant or

one of the Defendants so I would ask that The Court also address these matters today so we will have some sort of clear record and move forward, and it appears I have two copies so I can provide one for the record here today. Since I'm not the moving party I don't know how you want to proceed.

THE COURT: Let's -- Dr. Beck, you want to come around and testify?

(Cornelius Beck, being duly sworn, testified to the following:)

THE COURT: It's your motion so let me hear from you.

DR. BECK: Where we're at now is I'm an American citizen and not US citizen and I'd like to get that straight. There is a difference between American citizenship and US citizenship. What we are asking for at this point is an invoice from First Citizens to resolve this matter within the last 10 days.

THE COURT: You're talking about a total composite bill?

DR. BECK: Yes.

THE COURT: And what would be your position if you are not able to provide the

1 funds in 10 days?
2 **DR. BECK:** I do believe with all sincerity
3 we will be able to have this adjusted and
4 satisfied.
5 **THE COURT:** And if you're not able?
6 **DR. BECK:** Well, we'll address it as far as
7 --
8 **THE COURT:** I'm asking you -- are you
9 telling me --
10 **DR. BECK:** Within 30 days.
11 **THE COURT:** You said 10 days.
12 **DR. BECK:** Within 30 days. It should be
13 resolved, I'm hoping, withing the 30, but let's
14 say 30 days.
15 **THE COURT:** Let me ask you this, since it's
16 a deficiency judgement, since they've sold it
17 one time, how about if, and I don't know that
18 the Plaintiff's attorneys will agree to do
19 this, but how about if he gave you the 30 days
20 with the right to sell it in 30 days if you
21 haven't produced the money to get the
22 deficiency waved? You understand how the
23 deficiency works?
24 **DR. BECK:** I did not know it had sold.
25 **THE COURT:** It sold the first time. See,

1 it's a two-staged thing when they ask for
2 deficiency. The Plaintiff has the bid at the
3 first sale and then it stays open 30 days and
4 after 30 days it's sold again if the bidding is
5 in excess of what it was before this new bidder
6 is the owner if he complies with the bid. So,
7 I got through the first stage and I forget what
8 the sold it for, anyway it sold. What I'm
9 asking you is in 30 days if you have not
10 produced the money, if you say you can't, can
11 you agree without objection to doing the second
12 bid, to sell it the second time, the final
13 time, to be through?
14 **DR. BECK:** I'm not sure on that. We went
15 back in to try and purchase the building and
16 First Citizens would not entertain us at all in
17 that project. There was no communication at
18 all.
19 **THE COURT:** It's got to come to some kind
20 of conclusion, either you've got to pay the
21 money back or it's got to foreclose it appears
22 to me. What I'm trying to get out of you is at
23 what point are you going to say I can't pay for
24 it or I can pay for it or I'll buy from them?
25 **DR. BECK:** Within the 30 day period we

1 should have something.
2 **THE COURT:** And if you cannot?
3 **DR. BECK:** Then sell it, go ahead with the
4 sale.
5 **THE COURT:** Will that work for your
6 client? You've got to run it three times
7 again.
8 **MR. KERR:** Once a week for three weeks
9 would really put us, I guess, in March?
10 **THE COURT:** The March sale.
11 **MR. KERR:** And that's more than 30 days.
12 **THE COURT:** Can you agree to that?
13 **DR. BECK:** I'll agree to that.
14 **THE COURT:** How about read that into the
15 record and that will be behind us.
16 **MR. KERR:** Can I provide The Court with a
17 proposed order that plays out the motions that
18 were in front of you?
19 **THE COURT:** I think you should.
20 **MR. KERR:** That the parties agree that the
21 property will be advertised in February and
22 sold at the March sale provided he --
23 **THE COURT:** That won't prevent you from
24 trying to horse trade, if that's what you're
25 going to do, will it? It may work, may not

1 work. I don't have any idea, but if you can't
2 get it done by then chances are realistically
3 good that you're not going to be able to; is
4 that your understanding?
5 **DR. BECK:** Yes.
6 **MR. KERR:** I'll do a proposed order to
7 document that. I will say we're foreclosing
8 on a borrower and the borrower is not Dr. Beck,
9 it's a South Carolina corporation and so to the
10 extent that he's here on behalf of the
11 corporation you can't practice law --
12 **THE COURT:** They're in default.
13 **MR. KERR:** They're in default. He
14 definitely has a horse in the race but I want
15 the order to be clear. We will provide a
16 payoff anytime. In fact, I'll call my client
17 on the way back and we'll get the number to you
18 but short of receiving that sum in certified
19 funds or a sum that the bank agrees upon the
20 property will be sold in March.
21 **THE COURT:** With the upset bid.
22 **MR. KERR:** With the upset bid.
23 **THE COURT:** Anything else you want in that
24 proposed order? He'll send you a copy of it.
25 **DR. BECK:** Other than the payoff, the

1 invoice total, fees, whatever is included.
2 **THE COURT:** You can put that in the order,
3 I assume.
4 **MR. KERR:** Yes, sir.
5 **THE COURT:** I don't think you need to
6 address the sovereign -- Maybe you do. It's on
7 the record.
8 **MR. KERR:** I do think we need to so that
9 every door that was opened via some file in the
10 court docket has been placed.
11 **THE COURT:** The two motions can be
12 addressed in your order.
13 **MR. KERR:** Yes, sir.
14 **THE COURT:** Anything else?
15 **MR. KERR:** Nothing from the plaintiff.
16 **THE COURT:** If he wants to testify but I'll
17 tell you it's getting awful close to practicing
18 but if he wants to testify.
19 **DR. BECK:** What is the question, for the
20 record? So the thing that we need is I told
21 you total invoices for bank and the fees, I
22 want them separate.
23 **MR. KERR:** What you're going to get is a
24 calculation of a debt based on the judgement
25 that was not appealed from that was entered in

1 this court on March 31st. The judgement. And
2 the judgement has certain intrinsic and
3 extrinsic attributes but among other things it
4 has interest based on the statutory interest
5 rates so we're not sending you bank notes,
6 we're sending you a calculation of judgement
7 which you can re-calculate by going to that
8 piece of paper plus the additional attorney's
9 fees.
10 **DR. BECK:** That's what we were asking.
11 **MR. KERR:** And Judge, we've asked for our
12 time today, three hours time.
13 **THE COURT:** Send an affidavit along with
14 the costs.
15 **MR. KERR:** Yes, Your Honor.
16 **THE COURT:** Anything else?
17 **MR. KERR:** Not from the Plaintiff?
18 **THE COURT:** Anything else, Doctor.?
19 **DR. BECK:** No, sir.
20 (The hearing went off the record for a brief period of
21 time.)
22 **MR. KERR:** We'd like to add to this record
23 that there is companion hearing in Horry County
24 in February to address the same issues as we
25 addressed here today. Dr. Beck has agreed to

1 consent to the same terms that will be in the
2 order we provide Judge Stroman, that is he will
3 be provided with a payoff that will separate
4 out attorney fees from the judgement or at
5 least itemize and that likewise we will
6 advertise in Horry County for the month of
7 February for the March sale, and that will
8 obviate the need for us to have the hearing in
9 Conway on February 11th. Dr. Beck, is that our
10 agreement?
11 **DR. BECK:** Yes.
12 **MR. KERR:** That's all. Thank you.
13
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17 (Hearing concluded at 10:15 o'clock, a.m.)
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1 STATE OF SOUTH CAROLINA)
2 : C-E-R-T-I-F-I-C-A-T-E
3 COUNTY OF BERKELEY)
4
5 I, Molly C. Newton, Court Reporter and Notary
6 Public, certify that I did have the aforementioned
7 parties to appear before me at 9:55 o'clock, a.m., on
8 Thursday, January 28th, 2016, at the Georgetown Judicial
9 Center, 401 Cleland Street, Georgetown, South Carolina;
10 that the witness was sworn and cautioned to tell the
11 truth, the pages constitute a true and accurate
12 transcript of the testimony given at that time and
13 place.
14 I further certify that I am not of counsel or kin to any
15 of the parties to this cause of action, nor am I
16 interested in any manner in its outcome.
17 IN WITNESS WHEREOF, I have hereunto set my hand and
18 seal this the 22nd day of June, 2016.
19
20
21 Molly C Newton
22 Notary Public for South Carolina
23 My Commission Expires: March 4, 2019
24
25