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SC Court of Appeals

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

APPEAL FROM GEORGETOWN COUNTY
COURT OF COMMON PLEAS

THE HONORABLE BENJAMIN H. CULBERTSON
CIRCUIT COURT JUDGE

APPELLATE CASE NO. 2016-000251
CIVIL ACTION NO. 2009-CP-22-0325

Willie Singleton and Julia Thomas, Heirs at Law of
Victoria Gadson, deceased

PLAINTIFFS

v.

City of Georgetown Building Official Stephen Stack,
Mayor Lynn Wood Wilson, Mayor Pro Temp Brendon M.
Barber, Sr., Council Member Peggy P. Wayne, Council
Member Clarence Smalls, Council Member Paige B.
Sawyer, III, Council Member Rudolph A. Bradley,
Council Member Jack Scoville, Director of Building
Planning Sabrina Morris, Steve Thomas, City
Administrator and The City of Georgetown,

DEFENDANTS

Of whom Willie Singleton is the

APPELLANT/RESPONDENT

And

The City of Georgetown is the

RESPONDENT/APPELLANT.

**RECORD ON APPEAL
Volume II of II**

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**WILLIE SINGLETON AND JULIA THOMAS, HEIRS AT LAW OF VICTORIA GADSON V.
CITY OF GEORGETOWN BUILDING OFFICIAL STEPHEN STACK, MAYOR LYNN
WOOD WILSON, MAYOR PRO TEMP BRENDON M. BARBER, SR., ET. AL.**

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1 have to address matters of law with the attorneys. So
2 ordinarily I would just excuse you to the jury room while we
3 address these matters of law, but given the time of day it's
4 going to take us probably at least 15, 20 minutes to address
5 those matters. So I'm going to go ahead and excuse you for
6 the evening. Please leave your notepads here in the jury box.
7 Let's follow the same schedule. Be back in the jury room
8 tomorrow morning at 9:15. We'll try to get started as soon
9 after that as we can. Hope everybody has a good evening. Do
10 not discuss the case even among yourselves. Don't conduct any
11 independent investigation into the case. I hope everybody has
12 a good evening and we'll see you back at 9:15 tomorrow
13 morning. Thank you very much.

14 (Whereupon, the following takes place outside the
15 presence of the jury.)

16 THE COURT: All right. Any motions?

17 MR. BAXTER: Your Honor, at this time we would move for a
18 directed verdict, and first of all the -- one of the named
19 Plaintiffs is Julia Thomas, who as the testimony is that she
20 died shortly after this lawsuit was filed, and the -- there
21 are, you know, laws in place that talk about the -- if a
22 person dies then you can substitute the proper party, which I
23 believe is typically the estate would be who you would
24 substitute, and it also talks about that you'll give notice to
25 all interested parties, etcetera, etcetera. In this case no

1 estate has been opened up. There's no testimony that the
2 interested parties, who I'm assuming would be the heirs, other
3 than Mr. Singleton there's no evidence of anyone notifying
4 anyone about this, the lawsuit, or that -- and it's not just
5 one or two of them. It's like every one, and because of the
6 fact that the, the procedure's in place to say when a person
7 dies you got to substitute a party or, or the Court may allow,
8 but you can't pursue, you can't proceed against a deceased
9 person. You either proceed against a -- so it would be our
10 position that Julia Thomas --

11 THE COURT: Well, wait a minute. Wait a minute. Wait a
12 minute. If you've got -- you can't pursue a lawsuit against a
13 deceased person.

14 MR. BAXTER: Right. It, it -- the, the, the cause of
15 action may be -- may survive, but typically that cause of
16 action is then pursued by the, the estate, and I'll give you
17 an example, if you've got a survival action, the person
18 suffers pain and suffering and, and a lawsuit's filed, and
19 then they die, you always, you always come in and substitute
20 the estate to pursue the survival action. So anytime you have
21 a claim that survives the death 99.9 percent of the time, as
22 far as I know, it would be the estate, but it cannot be -- you
23 cannot proceed in the name of a person who is not alive.

24 THE COURT: Okay. I see. I follow your argument. All
25 right. Go ahead.

1 MR. BAXTER: And, and there are, you know, and, and in my
2 understanding the procedure would be that you would say,
3 "Okay, she died intestate so we got to do the heirs. We're
4 going to notify the heirs. We're going to set up an estate to
5 pursue the claim," and, and normally I think that's done
6 because it's -- you just want to make sure that you notify the
7 parties that, "There's a lawsuit pending. If you want to set
8 up an estate you have the right to set up an estate in order
9 to continue this claim," and that has not been done in this
10 particular case.

11 THE COURT: So what are you asking me to do?

12 MR. BAXTER: I'm asking that Julia Thomas be dismissed as
13 a named Plaintiff in this lawsuit.

14 THE COURT: All right. All right. Mr. Henry.

15 MR. HENRY: Thank you, Your Honor. May it please the
16 Court? The argument that's being made to dismiss Julia Thomas
17 from the case is one that is couched in terms of permissive
18 action. It's not required that she be dismissed. It's simply
19 permissive. It is not mandatory, and if you may do it and you
20 choose not to it's not a fatal flaw to your case. The City is
21 not pursuing a claim against Julia Thomas. Julia Thomas'
22 heir, Mr. Willie Singleton, and heir and power of attorney who
23 instituted this action prior to the death of Julia Thomas is
24 pursuing this action against the City on her behalf, and now
25 his own behalf because he's the sole surviving heir.

1 THE COURT: All right. So if Julia Thomas prevails and
2 gets a judgment --

3 MR. HENRY: Then Mr. --

4 THE COURT: -- and they pay it --

5 MR. HENRY: I'm sorry.

6 THE COURT: I mean, where do the funds go?

7 MR. HENRY: Mr. Singleton has to deal with that at that
8 time.

9 THE COURT: And how would he deal with it?

10 MR. HENRY: He could open her estate or do whatever he
11 needs to to pursue that to clear that up.

12 THE COURT: Well, that's what I want to find out. I want
13 to know in case Julia Thomas prevails and the Defendant says,
14 "All right. Here's the check, we're satisfying the judgment.
15 Who do we make it payable to?"

16 MR. HENRY: Pay it into the Court and let it be held like
17 any other disputed funds until such time as that matter is
18 resolved.

19 THE COURT: Okay.

20 MR. HENRY: They can do an, they can do an interpleader
21 of the money if they don't think they have the right person to
22 pay. Since Julia Thomas was alive at the time the suit was
23 being pursued and Mr. Singleton was working on her behalf as
24 her power of attorney he would be the one, and he's her sole
25 heir that has come forward, he would be the one responsible

1 for taking care of the administrative part of that once the
2 case is resolved.

3 THE COURT: Okay. All right. Anything in reply?

4 MR. BAXTER: Your Honor, I just, one, one thing, the --
5 he, he is not the sole heir first of all. John Gadson, who is
6 a brother, no question about John Gadson, he was alive when
7 this lawsuit was brought and he was alive when she died.
8 Therefore, he had an interest, and, and his interest does not
9 extinguish when he dies. It would go to whoever his estate
10 is. Maurice is an adopted child and the intestate law clearly
11 says that an adopted child is allowed to recover just like a,
12 a naturally born child. So there are other heirs out there
13 and including potentially Alvin Singleton Walker who is
14 identified at least in the probate documents as being a son of
15 James Gadson. So, you know, he, he is not the sole heir, and
16 more importantly, the -- it -- 25A says, [as read], "The
17 motion for substitution may be made by any party or the
18 successors or representatives of the deceased party and
19 together with the notice of hearing shall be served on the
20 parties," and etcetera, etcetera. Then it says, [as read],
21 "If substitution is not made within a reasonable time the
22 action may be dismissed as to the deceased party." No
23 substitution has been made. It's not --

24 THE COURT: But nobody has sought a substitution.

25 MR. BAXTER: No. It's --

1 THE COURT: That's what I'm saying is, are you asking now
2 to substitute Julia Thomas?

3 MR. BAXTER: No. No. I'm, I'm saying this says if
4 substitution is not made within a reasonable period of time
5 the action may be dismissed as to the deceased party.

6 THE COURT: Okay.

7 MR. BAXTER: That's what I'm asking you to do because
8 there should've been a substitution within a reasonable period
9 of time. There hasn't been. Therefore, we're asking that she
10 be dismissed as a party.

11 THE COURT: Okay. All right. Anything else?

12 MR. HENRY: Just that the -- as I stated earlier --

13 THE COURT: No. No. I've already heard from you on
14 that. Any other motion? I'm going to take that under
15 advisement.

16 MR. BAXTER: Okay. The other motion has to do with Mr.
17 Singleton and it's our position that the testimony is that his
18 only claim and, and I'm, I'm going to deal with the house was
19 as to the -- was, was pursuant to the deed to him from Julia
20 Thomas after the house was torn down pursuant to a power of
21 attorney. First of all, the, the cause of action doesn't go
22 with the land. I mean, if somebody sells me a house and, you
23 know, a piece of property and a house had burned down a year
24 ago, I don't have a cause of action for the house burning down
25 because I never -- when I owned the property there was no

1 house there. Therefore, I do not have any claims with regards
2 to buildings that did not -- that do not exist when I bought
3 the house. So, A, just because he may own that piece of
4 property does not give him any claim as to the house itself.
5 The other part of that is is the law clearly states that a, a
6 transfer of property pursuant to a power of attorney, unless
7 the document specifically allows for it, is void. It doesn't
8 say voidable. It doesn't say a party can come in and contest
9 it. It says it is illegal and is void. So regardless of
10 whether the other parties come in and say that should be ours,
11 that transfer is void period. So you've got the document
12 itself doesn't allow for it. It specifically says that he can
13 make gifts just not to himself. The law is clear, in fact, it
14 -- I think it, you know, I hadn't heard this since law school,
15 it said this is a bright line law, you know, meaning it's,
16 it's not gray, it's black and white. You cannot do it period.
17 So it is void. So that transfer is an illegal transfer, and
18 is void, and therefore, that property to whatever extent
19 would -- it -- that deed was void, but regardless, because
20 Julia Thomas was alive when the house was torn down, any
21 successive ownership of the house would not include cause of
22 action, I mean, successive ownership of the property would not
23 include damages to the house. Now, we, we went through the,
24 you know, in a, in a case like this there's always a little
25 bit of concern is that maybe he could recover as an heir of

1 one of the parties who owned the house at some point in time,
2 and, and I should have brought a big flowchart, but I --
3 you've, you've heard it so. Victoria Gadson was the owner of
4 the house in -- at the time of her death. The deed was in her
5 name only. At the time she died she had -- she was married.
6 She had a daughter, Julia Thomas, and she had an adopted
7 child, Maurice or Trevis Gadson. So under the intestate law
8 half of the house or the property would go to James Gadson as
9 the husband. The other half would be split between Maurice
10 and Julia Thomas. So they were all three, let's see, James
11 Gadson died testate in 1996, and per the, per his will and per
12 the documents in the Probate Court his interest, the half
13 interest then went to Julia, Maurice and John. So you now
14 have in -- as of 1996 you've got the owners under, you know,
15 assuming Vicky -- Victoria Gadson died intestate, the owners
16 of the house in 1996 are Julia Thomas, Maurice and John
17 Gadson. If the deed is not valid, a deed of distribution, it
18 doesn't go to Mr. Singleton, you know, the -- that -- the law
19 says if there's a will and it's intestate it goes -- they're,
20 they're testate, it goes to who the will says. It doesn't --
21 it's not like anything else. So irregardless, as of 1996 when
22 James Gadson died, Mr. Singleton did not have any ownership in
23 house. The house was torn down in 2007. At that time all of
24 the individuals who would have an ownership interest in the
25 house are still alive. John Gadson was still alive. Maurice

1 or Trevis was still alive and Julia Thomas was still alive,
2 and I go through that to show that he has either under the
3 deed or either under the someone dying and he somehow as an
4 heir if someone died intestate he would have had some
5 ownership interest in the house on April 12th of 2007, and it's
6 our position that as of that date he had no ownership interest
7 in the house, he does not have a right to bring any claim with
8 regards to the demolition of the house.

9 THE COURT: All right. Mr. Henry.

10 MR. HENRY: Thank you, Your Honor. As of April 2012 Mr.
11 Singleton stood in the shoes of Julia Thomas. He had a power
12 of attorney to handle her affairs. The issue --

13 THE COURT: As of when?

14 MR. HENRY: As of the, as of the 20 --

15 THE COURT: Oh.

16 MR. HENRY: -- the date of the demolition 2007.

17 THE COURT: Right.

18 MR. HENRY: He stood in the shoes of Julia Thomas,
19 whatever Julia Thomas could've done he could do. He was
20 bringing an action to protect her interest. When she passed
21 away he had the unique position of not only having been her
22 power of attorney but he's also her sole heir. She doesn't
23 have any other brothers or sisters.

24 THE COURT: Got Maurice.

25 MR. HENRY: Maurice is not -- well, if -- okay. If

1 Maurice -- let's say Maurice for the purpose of argument is an
2 heir.

3 THE COURT: Okay. And I understand that John was living
4 at the time as well.

5 MR. HENRY: But John subsequently passed away before
6 this matter became a court case, and so John left no heirs to
7 take his portion.

8 THE COURT: Okay.

9 MR. HENRY: That would have been consolidated in Julia
10 Thomas and Maurice, and with Julia out of the way the only
11 person left is Maurice and Willie, and if Willie is pursuing
12 this matter and had brought this matter to perfect the
13 interest that was then supposedly only owned by Julia, that
14 interest does not extinguish simply because you tear the house
15 down. She had -- that was damages that she suffered, and he
16 was -- he's in a position to pursue collection of those
17 damages on her behalf and to distribute those damages to
18 whomever the Court determines to be her actual true heirs,
19 which would mean that would be an issue for a separate --
20 another court or Probate Court would have to deal with that.
21 That's not an issue for this Court. The issue is -- the issue
22 here is if there are damages owed the only obligation here is
23 for the responsible party to pay those damages. They can pay
24 them into the Court and they can be subsequently determined
25 how they'll -- how they would be distributed through the

1 Probate Court. That's not an issue for them to come up, and
2 they don't have -- they're not really in the position to have
3 standing to raise the issue of the validity of the deeds and,
4 and all of the other stuff through the Probate Court because
5 they have no interest in the property. That would be for a
6 family member, a putative heir to raise. That's not something
7 that the City has, has standing to raise. They're not,
8 they're not an interested party in that property. So they
9 have no claim that they could challenge any of this stuff.
10 Their only obligation would be if there is a verdict in favor
11 of Julia Thomas, Willie Singleton or whomever, their only
12 obligation is to pay that. It doesn't matter who it goes to.
13 That's not the issue here.

14 THE COURT: All right. Anything in reply?

15 MR. BAXTER: Your Honor, just -- I, I -- my argument is
16 Willie Singleton, forget Julia Thomas and the estate at all,
17 I'm saying he, he individually, he brought this individually
18 saying, in fact, in the complaint that he brought he said, "I
19 am an heir of Victoria Gadson." That was the basis for which
20 he did that. We then took his deposition and said, "Okay. In
21 the complaint you said I'm bringing this action because I'm an
22 heir of Victoria Gadson," which he's not. He conceded. He
23 said, "No. I'm bringing this because I have a power of
24 attorney. I conveyed this property to me after it was torn
25 down." I'm not talking about Julia Thomas dying at a later

1 time. I'm talking about he, Willie Singleton, individually,
2 alone does not have a claim as to the demolition of the house,
3 the structure, and, and the other -- and just -- I'm, I'm not
4 -- I don't think it matters but just I think it is, you know,
5 the law is that the power of attorney ends as of a person's
6 death. I mean, the law is that upon a person's death the
7 power of attorney no longer -- is no longer valid. So but
8 again, I don't think that really matters, and again, my motion
9 is forget Julia Thomas. My motion is Willie Singleton did not
10 have any ownership interest in the house at the time it was
11 torn down.

12 THE COURT: All right.

13 MR. BAXTER: And Your Honor, the other -- because of the
14 fact, you know, we, we, we, we tried to -- we were willing to
15 stipulate but the Plaintiff said, "No, we're not going to
16 stipulate. We're going to try the case." The standard --
17 because of the fact, all the testimony is is that the, the
18 problem here was that the City had not adopted an ordinance,
19 and this action per the order that has been appealed all the
20 way to the U.S. Supreme Court, this action is governed by the
21 South Carolina Tort Claims Act, and pursuant to 15-78-60
22 there's a laundry list of reasons why the City cannot be sued,
23 one of which has to do with the validity, enactment of an
24 ordinance, etcetera, etcetera. So it would be our position
25 that we, the City is immune from liability pursuant to the

1 provisions of 15-78-60.

2 THE COURT: All right. Let me hear from you on that.

3 MR. HENRY: There is a presumption of legislative
4 validity when there is an enactment by a legislative body,
5 which the City would be as a local legislative body. However,
6 there's also room for lawsuits against legislative bodies,
7 against cities and municipalities and counties when they fail
8 to follow the procedures that would put them under the Tort
9 Claims Act, meaning that they have to act with reasonableness
10 in light of what they're trying to do. They cannot ignore
11 state law and then claim state immunity. There's case law
12 that clearly says if you violate someone's rights, if you
13 violate a known right that a person has you waive all
14 immunity, there is no immunity, not even so much as qualified
15 immunity if you violate laws that, that would make you
16 protected and that there's case law directly on point with
17 that, and cities and counties and municipalities are sued all
18 the time when they do that, and in this case they violated
19 state law, and not only did they violate state law, they
20 admitted that they violated state law because they did not
21 even have an ordinance. So this is not -- that argument is
22 inapplicable here because there is no ordinance that they're
23 defending. The State has already said, "You failed to enact
24 an ordinance." So you can't wrap yourself in immunity saying
25 that your, your legislative actions are protected when you

1 haven't even made an enactment that you're defending. There
2 is no ordinance that they're defending on this case. So that
3 wouldn't even come into play.

4 THE COURT: All right. Anything in reply?

5 MR. BAXTER: Your Honor, the, the, the law is that and
6 this is a tort, the law says that anytime you bring an action
7 against a governmental entity for a tort that it's governed by
8 the South Carolina Tort Claims Act. There are obviously any
9 number of -- there are other lawsuits that can be brought
10 other than tort but those have to do with violation of
11 constitutional law involving 19, I mean, 42 Section U.S.C.
12 1983, a 1983 action. Those -- no -- there were no allegations
13 in the complaint that would come under 42 U.S.C. 1983. The,
14 the law as -- the order that we have said that this action is
15 governed by the Tort Claims Act. If you bring a lawsuit
16 against a city in the state for state law torts you're
17 governed by the South Carolina Tort Claims Act period. There
18 are some, you know, the, the exceptions they talk about are
19 not that and, and we think the individuals were acting within
20 the course and scope of their employment, but if you have
21 someone doing an intentional act or something there are
22 exceptions, but that -- we're, we're here for the City of
23 Georgetown and it's our -- and again, we, we take the position
24 that everyone involved was in the course and scope, and
25 therefore, the Tort Claims Act and therefore we're seeking

1 immunity under Section 15-78-60.

2 THE COURT: All right. Anything else?

3 MR. BAXTER: And, and Your Honor, also in addition to the
4 adoption of the ordinance, there's also the licensing,
5 inspections, etcetera, etcetera, which we all believe came
6 into play in this particular case.

7 THE COURT: All right. All right. Any other motions? I
8 mean, I'll let you all know up front right now, I'm going to
9 take them under advisement, do my research tonight and give
10 you a decision tomorrow.

11 MR. BAXTER: Your Honor, the, the other thing is that
12 the, the claims by Mr. Singleton, assuming they survive the,
13 the directed verdict as to the immunities, would be as to
14 property damage, and the, the, the testimony is is that he
15 received numerous letters informing him that the, the house
16 was going to be torn down and demolished and he at that point
17 in time had, had some duty to safeguard his personal items,
18 take them out, had a duty to mitigate his damages, which he
19 failed to do, and we think that because of that he should not
20 be allowed to recover and we would seek a directed verdict as
21 to that -- for that basis as well.

22 THE COURT: All right. Mr. Henry.

23 MR. HENRY: In brief reply to that, Your Honor, there was
24 no reason for Mr. Singleton to remove his personal items from
25 the home when there was no basis upon which the home should've

1 been demolished. The State has already -- the State has
2 already determined that it was an improper demolition. There
3 was no reason that Mr. Singleton would've been under any
4 obligation to remove his personal items when the, when the
5 City was acting unlawfully.

6 THE COURT: Well, no, I mean, even if you know somebody
7 is acting unlawfully, you know somebody is damaging you, you
8 still have a legal duty to mitigate those damages. You can't
9 just sit back and do nothing and let the damages accumulate.

10 MR. HENRY: If you know that that's happening. He was
11 trying to resolve the issues with the, with the City. He was
12 in the process of trying to figure out what he needed to do to
13 save the house. He had no reason to think that the City would
14 go ahead and break the law. He went to the, went to the State
15 and talked to the State about it and had the, and had the
16 State to give him guidance on how he should proceed. So he
17 was trying to abide by --

18 THE COURT: But the State said, "We can't do anything
19 until they break the law."

20 MR. HENRY: "But we don't think they're going to go that
21 far," they also told him that because they figured any
22 reasonable person who realizes that they're heading toward
23 breaking a state law and you're governed by the state law you
24 would make -- you would use common sense and just not go
25 forward, and he had already made the City aware that that's

1 what he thought. They could have sought an opinion from the
2 attorney general to guide them and tell them whether or not
3 their action was prudent. They failed to do that. He had no
4 reason to anticipate unreasonable conduct on the part of the
5 City when they had all of these resources available to them,
6 the City Council chairman, City Council, and the City Council,
7 the administrator for the City, any of them could have written
8 for an opinion from the attorney general's office, which is
9 well within the purview of a governmental entity seeking to
10 take action that they're not sure about. So Mr. Singleton had
11 no reason to think that these people are just going to
12 bulldoze through and ignore the law. He -- when he called to
13 their attention the issues that he thought were pertinent,
14 that should have triggered them to seek guidance from a higher
15 authority meaning either the people at LLR or the attorney
16 general and that's available to them. He had no reason to
17 think that they wouldn't, wouldn't avail themselves of
18 guidance that was readily at hand. That's not something he
19 should have to anticipate. You shouldn't anticipate that your
20 government's going to act unlawfully. That's not something a
21 person should have to reasonably expect when you're dealing
22 with a governmental entity. They take an oath of office to
23 uphold the Constitution. Taking someone's property without
24 due process is not constitutional. So when they do that --

25 THE COURT: Well, but I mean, I know that's his position,

1 but he also recognized that the City was taking an opposite
2 position, that they were acting lawfully and that they were
3 going to go forward with the demolition.

4 MR. HENRY: He, he recognized that they were considering
5 that. He did not know that they were going to do that until
6 they actually went out there and did it because in the
7 meantime he was still talking to them trying to work it out.
8 He was applying for building permits. He was talking to the
9 City officials and telling them, "Look, you need to consider
10 these things because these laws are not being followed."

11 THE COURT: Yeah. But he kept getting the notices where
12 they're saying, "You're wrong. We're not going to do that.
13 We're going to demolish the building."

14 MR. HENRY: But he was also constantly in communication
15 with them trying to --

16 THE COURT: But the communication doesn't -- I mean, at
17 what point in time does the City say, "We're not going to
18 communicate anymore, we're going forward?"

19 MR. HENRY: I don't know. I guess when they showed up
20 with the bulldozers, but they were communicating up until that
21 point. Now, just because they chose to short circuit the
22 process by showing up and tearing the house down doesn't mean
23 that that's something he should have thought they were going
24 to do. He's, he's talked --

25 THE COURT: Well, I mean, he got a notice saying that's

1 what they were going to do.

2 MR. HENRY: But you're dealing with people who have an
3 oath of office to uphold. You can't just ignore the fact that
4 these people have duties and responsibilities.

5 THE COURT: Well, and that's his position. His argument
6 and his whole case is based upon his allegation that they
7 ignored their responsibility.

8 MR. HENRY: Well, the fact is the State decided they
9 ignored their responsibilities, too.

10 THE COURT: That's after the fact.

11 MR. HENRY: But --

12 THE COURT: The fact of the matter is is he kept getting
13 notices saying, "We're going to demolish the building." Now,
14 I understand he kept saying, "You can't do this. You can't do
15 this." They kept saying, "Yes, we can. Yes, we can."

16 MR. HENRY: So should --

17 THE COURT: So at what point in time does the burden
18 shift to him to say, "You know, right or wrong, they're
19 getting ready to destroy my property. I need to mitigate
20 these damages by moving it out?"

21 MR. HENRY: I don't think the burden ever shifts to him
22 in that regard because it's not something that he should
23 expect from the government that they would, that they would
24 simply ignore the law.

25 THE COURT: Well, but he's got a duty to -- even if he in

1 his -- I understand his allegation. I understand the
2 Plaintiff's case that they ignored the law. That's your whole
3 case. If that wasn't the allegation you wouldn't have a
4 lawsuit. Now, without saying right or wrong whether or not
5 the City rightfully tore it down or wrongfully tore it down,
6 they tore down the house. They told him they were going to
7 tear down the house. He knew they were going to tear down the
8 house. They sent him a notice saying, "We're going to tear
9 down the house." So even if he keeps saying, "You can't do
10 this. You can't do this. You can't do this," the law says
11 he's got a duty to mitigate his damages if he recognizes, even
12 if it's illegal and wrong, that they're getting ready to do
13 something.

14 MR. HENRY: Does the law not also say that people who
15 hold public office are endued with public trust and that trust
16 is a sacred trust that is not to be ignored or violated and
17 held, just held willy-nilly. That's a duty they have, an
18 affirmative duty under the law. They have a duty to act
19 within reason and to act within a constitutional bound. He's
20 got -- if, if, if you were talking about a neighbor
21 threatening to do something to your house that's one thing.
22 That neighbor has no obligation to you that's above and beyond
23 that of the ordinary citizen. Yes. He's held accountable for
24 violating the law, but he doesn't have an oath not to violate
25 the law. Nobody should expect the government, "Oh, well, if

1 they threaten me with doing something illegal I should expect
2 that to happen." That's not a reasonable expectation for a
3 person who is a citizen in this, in this country --

4 THE COURT: So you're saying --

5 MR. HENRY: -- that the government is going to ignore the
6 law in derogation of their rights.

7 THE COURT: So you're saying he does not have a duty to
8 mitigate wrong -- damages when it involves wrongful actions by
9 the government?

10 MR. HENRY: When it involves wrongful, unconstitutional
11 action of the government where they have been put on notice
12 that this is in violation of the law, which is also in
13 violation of a duty -- it's actually malfeasance and it's a
14 crime.

15 THE COURT: But I mean, you're saying he doesn't have a
16 duty to mitigate.

17 MR. HENRY: I don't think he does.

18 THE COURT: Okay.

19 MR. HENRY: Because I think the, the, the duty of the
20 government --

21 THE COURT: All right. I'll take that under advisement.
22 I understand the arguments. I'll take it under advisement but
23 you're going to have to give me some authority on that because
24 I have never --

25 MR. HENRY: I've never seen a --

1 THE COURT: I'm going to rely on you to get me that
2 authority.

3 MR. HENRY: I've never seen a case where it says that a
4 person should expect the government to act unconstitutional.
5 In fact, I don't think there, I don't there'd be any case law
6 on that.

7 THE COURT: No. The question -- and I, I want to make
8 sure -- well, and, and you're right. I understand that. The
9 question here is does a person have a duty to mitigate his
10 damages when the alleged wrongdoing is committed by the
11 government.

12 MR. HENRY: I don't think there will be any authority on
13 that because I don't think that -- I think this is an issue of
14 first impression. When the government threatens to do
15 something unconstitutional, I don't think that, that there's
16 any other person out here who's experienced that where the
17 government's actually knowing that it's violating the law,
18 knowing that the people who had a duty under their oath of
19 office to act within the constitutional boundaries that are
20 set for their office, that they -- that you have to expect
21 that they going to violate that because and you got to
22 mitigate damage in anticipation of that, I don't think there's
23 any law on the books that -- like that, but I think there --
24 this will be a case of first impression, and I'm sure that
25 that issue, if it does come up, will have to be decided for

1 the first time in a case like this. I don't think there will
2 be any authority on that.

3 THE COURT: All right. Mr. Baxter, anything in reply?

4 MR. BAXTER: Just briefly, the -- one of the causes of
5 action is negligence, negligence and gross negligence. So I
6 mean, that is -- a negligence claim clearly there's a duty to
7 mitigate your damages with a negligence claim, and finally,
8 the, the Plaintiff has a duty to prove all elements of his
9 case, one of which is damages, and in this particular case
10 the, the measure of damages and there's a case that says that
11 when a house is torn down by negligence, inverse condemnation,
12 condemnation, whatever, that the measure of damages is the
13 diminution in value which is based upon the value of the
14 property before the act occurred versus the value of the
15 property immediately after the act occurred. The, the, the,
16 the only testimony or the only evidence in the case is that
17 the tax value as of 1996 was 21,000 and some change. The --
18 it's, it's our position that the Plaintiff has failed to meet
19 their burden and in looking at the light, all the evidence
20 they have failed to meet their burden in presenting sufficient
21 evidence by which the jury can make a determination as to what
22 the diminution in value was as to the house.

23 THE COURT: All right.

24 MR. BAXTER: And I, and I'll, I'll concede that he, he
25 testified as to the personal property which --

1 THE COURT: Yeah. Okay. You're just talking about the

2 --

3 MR. BAXTER: I'm talking about the house.

4 THE COURT: -- the house. All right. All right. Mr.
5 Grant -- Mr. Henry?

6 MR. HENRY: By overt act of the Defendant in this case
7 they've rendered the issue of diminution in value impossible
8 for the Plaintiff to prove. Once you tear the house down how
9 are you going to determine how much, how much diminution has
10 occurred to the value of the house when you've torn it down.
11 He can't have it appraised. There's nothing to appraise as
12 far as the house goes. There's no way he can make that
13 determination. It has to be simply by the fact that there is
14 value to this house and we have to just -- the jury has the
15 wherewithal to make the determination of what they think is
16 reasonable.

17 THE COURT: All right. Anything in reply?

18 MR. BAXTER: Nothing.

19 THE COURT: All right. All right. Any other motions?

20 MR. HENRY: The Plaintiff would also move for a directed
21 verdict.

22 THE COURT: Okay. I can deny that right now --

23 MR. HENRY: I understand. I understand.

24 THE COURT: -- because a Plaintiff cannot move for a
25 directed verdict at the close of a Plaintiff's case.

1 MR. HENRY: The Plaintiff didn't move for the directed
2 verdict at the close of its case but the Plaintiff is making
3 the motion now.

4 THE COURT: Okay.

5 MR. HENRY: And if the Court denies it I just wanted to
6 make a record.

7 THE COURT: Well, I'll deny it because you've got to give
8 the Defense an opportunity to present their defense. So
9 Plaintiff's motion for directed verdict is denied. Anything
10 further from the Defense?

11 MR. BAXTER: Nothing, Your Honor.

12 THE COURT: All right. I'll take these under advisement
13 and I'll let you know my decision tomorrow morning. All
14 right.

15 MR. HENRY: What time do we start in the morning?

16 THE COURT: I'll try to take the bench by 9:30. Okay.

17 MR. HENRY: All right.

18 (Adjourned for the day.)

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1 (On the record, January 14, 2016. The following takes
2 place outside the presence of the jury.)

3 THE COURT: Yes, sir.

4 MR. BAXTER: Judge Culberson, just I realized that I
5 probably wasn't quite as clear as I needed to be yesterday,
6 and, and one thing I do want to clarify that as to the
7 directed verdict, the, the -- in addition to all the things we
8 talked about, the -- there are causes of action in here for
9 improper taking, denial of due process, waiver of sovereign
10 immunity, violation of South Carolina Condemnation Statute,
11 violation of the APA, negligence, gross negligence,
12 conversions, and it would be our position that all of those
13 are subsumed under the South Carolina Tort Claims Act, and
14 therefore, it would be the negligence, actually the gross
15 negligence that -- there would only be one cause of action
16 because they're all the same thing saying you violated the law
17 in demolishing the property and so --

18 THE COURT: All right.

19 MR. BAXTER: -- it would be our position that there,
20 there really at this -- based upon the facts there's really
21 only, however you rule --

22 THE COURT: Right.

23 MR. BAXTER: -- assuming you deny all my motions for a
24 directed verdict other than that one, the only cause of action
25 would be the, the gross negligence and there's actually a

1 recent case Chakrabarti versus Orangeburg where they discuss
2 that if the -- if a house is demolished and they don't follow
3 the proper procedures that it's -- it is the -- it comes under
4 the tort claims under the gross negligence. So we -- all, all
5 those are just different ways of saying negligence or gross
6 negligence.

7 THE COURT: All right Mr. Henry.

8 MR. HENRY: One thing I wanted to point out from
9 yesterday, the Court ruled against me on my motion for a
10 directed verdict stating that I did not make the motion at the
11 close of my case, but I believe the motion was made at the
12 close of my case.

13 THE COURT: No. No. And you did make it at the close of
14 your case, but you can't grant a Plaintiff a directed verdict
15 based upon the Plaintiff's case in chief alone.

16 MR. HENRY: Right.

17 THE COURT: Okay.

18 MR. HENRY: I was -- but the Court stated that it was --
19 you were denying it because I hadn't, I hadn't made it at the
20 close of my case. That's what was stated in the record. So I
21 just wanted to clarify that.

22 THE COURT: Okay. I -- that was a misstatement on my
23 part.

24 MR. HENRY: That's --

25 THE COURT: My, my reason for the denial was the fact

1 that you made it at the close of the Plaintiff's case, and
2 under the law the Defense has a right to present their case.

3 MR. HENRY: Right. And I, I just wanted to clarify that
4 in the record, but otherwise everything else is fine.

5 THE COURT: All right. All right. And I agree with you,
6 I think it's all subsumed under the South Carolina Tort Claims
7 Act, and so any and all causes of actions would basically be a
8 gross negligence standard in this case, but as to the motions
9 for a directed verdict, number one, the Defendant's motion for
10 a directed verdict as to Julia Thomas because she's deceased
11 and there's been no substitution of party, I've reviewed. I'm
12 going to deny that motion. I've reviewed the, the rules. It
13 says that when a person dies during litigation or whatever the
14 case may be, there may be a substitution. The Court may grant
15 a substitution, and then the final subsection says that
16 substitution can even be granted after judgment. So I'm, I'm
17 going to denying your motion for a directed verdict. I think
18 it's a case of if there needs to be a substitution we can wait
19 and see if there is a verdict, and if there is a verdict then
20 we can substitute the estate at that time or whatever the case
21 may be. So I'm denying your motion for directed verdict on
22 that ground.

23 The Defendant's motion for a directed verdict as to
24 Willie Singleton, since he was not the owner of the structure
25 at the time of its demolition, I'm going to grant your motion

1 for a directed verdict as to Willie Singleton's entitlement to
2 recover for damages to the house. Now, since Julia Thomas is
3 still in there, if there is a recovery and he is the heir,
4 then it would have the same effect. You can't have it both
5 ways.. You can't say, "I'm an heir, but we're going to leave
6 Julia Thomas in there even though she's deceased." It's
7 either the estate of Julia Thomas or it's Julia Thomas. So
8 since Willie Singleton did not acquire ownership in the
9 property until after the demolition, I'm going to grant the
10 motion for a directed verdict as to Willie Singleton's
11 recovery for the house. Now, I deny the motion for summary
12 judgment as to the property located in the house. He was the
13 owner of the property in the house at the time, so he can
14 proceed and seek damages on that ground. Deny the motion for
15 a directed verdict under the South Carolina Tort Claims Act
16 for enactment, a failure to enact legislation. I understand
17 your argument, but I don't think that's applicable in this
18 case. I understand that the consent order said they didn't
19 have the proper legislation enacted, but I don't think that
20 that's applicable. So I'm denying your motion on that ground.
21 I'm denying your motion for a directed verdict for failure to
22 mitigate damages. I think that's a jury question. You'll
23 certainly get the jury charge. You can argue that to the
24 jury, but whether or not he mitigated or failed to mitigate
25 his damages I think is up for the jury to decide.

1 Now, the biggest one I've got, and I want to hear from
2 you again, Mr. Henry, the motion for a directed verdict for
3 the failure to prove damages as to the house, what evidence do
4 we have in the record upon which a jury can grant a or can
5 determine damages for the demolition of the structure, not the
6 contents, but the structure that would not be based on
7 speculation because as I understand the only thing, or let me
8 tell you, the only thing that I think is in the record, unless
9 you can point me to something else, is a 1996 County
10 assessment and that was over a decade before the demolition.

11 MR. HENRY: The fact that taxes were being assessed on
12 the property indicates that the property has some kind of
13 value. You wouldn't tax property that is --

14 THE COURT: And, I, I, I, I don't mean to cut you off,
15 but I agree with that wholeheartedly, but what is the figure
16 that a jury can assess those damages without it being subject
17 to speculation or conjecture?

18 MR. HENRY: There is no specific figure other than the
19 figures that the, the -- if the City is using a value for the
20 purpose of taxing that property, they've given it an extrinsic
21 value that someone could extrapolate from and determine what
22 they think is reasonable on today's market based upon the fact
23 that there was -- the last known figures for valuation were
24 given by the City themselves. The City was the one who set
25 the value. We were not allowed to -- we didn't have the

1 opportunity to have the property appraised because it was
2 destroyed. So the only thing you can do is use the last known
3 record of valuation to, to -- as a beginning point. What
4 happens after that would be within the purview of the jury.
5 They can have -- they have the -- we're entrusting them to
6 make the reasonable decisions about what should be done given
7 the circumstances that we find ourselves in today. Because
8 the City was assessing taxes, the City has by that alone
9 acknowledged that there was value.

10 THE COURT: Well, there's value. You've got realty
11 there, too.

12 MR. HENRY: Yes.

13 THE COURT: And realty is still there.

14 MR. HENRY: Well, the one thing the City would have to do
15 is to amend their tax rolls to take that property off of the
16 tax rolls showing that there's no value.

17 THE COURT: So, wait. So you're saying --- excuse me.
18 The 1996 assessment is still what the City is using?

19 MR. BAXTER: No. Your Honor, the -- actually this is the
20 County Tax Assessor's numbers.

21 THE COURT: Yeah. County assessment.

22 MR. BAXTER: The City does not. Okay.

23 THE COURT: That's right.

24 MR. BAXTER: And the -- my understanding, in actuality,
25 the, the -- as -- once the house was demolished, the -- they,

1 they actually -- the demolition permit is sent to the tax
2 assessor's office. Once they receive that, they took the
3 house off of the tax rolls. So as of and because this
4 happened in 2007, but as of 2008, the house was -- there -- it
5 was just taxed based upon the land.

6 THE COURT: Well, I mean, I guess my question is has
7 there been an assessment since 1996?

8 MR. BAXTER: Yes.

9 THE COURT: Okay. Because --

10 MR. HENRY: We don't have, we don't have that in the
11 record though.

12 THE COURT: That's what I'm saying, it's not in the
13 record. The question is you're saying that it was impossible
14 for the Plaintiff to put up any figure into evidence.

15 MR. HENRY: Right. The Plaintiff doesn't have any
16 information showing what the assessment is at this point.

17 MR. BAXTER: Your Honor, we --

18 THE COURT: Well, you -- but you could have. You could
19 have gotten.

20 MR. HENRY: And the City, and the City has not offered
21 anything. If the City's saying it's not -- doesn't have any
22 value, the City has to prove that it doesn't have value.

23 THE COURT: No. It's on -- up to him to prove his
24 damages. He could've gone to the tax assessor's office after
25 the demolition and said, "What is the assessed value of this

1 property?"

2 MR. HENRY: The City -- the County would have sent him a
3 bill saying what the assessed value was. If there was an
4 amendment to that bill that should have been sent to him. We
5 don't know what the, what the assessed value is at this point.

6 THE COURT: Well, and why do you not know? That's
7 something that you could have found out. You can't just sit
8 back and say, "We don't know. You got to give it to us."

9 MR. HENRY: You get a tax --

10 THE COURT: It's up to the Plaintiff to prove his case.

11 MR. HENRY: Every citizen gets a tax bill from the
12 government. You don't have to ask the government for your tax
13 bill. They send you one every year because otherwise you
14 won't know what to pay.

15 THE COURT: But if you're in a lawsuit and you've got to
16 prove the value of your property before and after a demolition
17 --

18 MR. HENRY: If you're not a --

19 THE COURT: -- why would you not go and get an assessment
20 that exists that shows the value after the demolition because
21 they're going to have an assessment for before the demolition.

22 MR. HENRY: In the, in the instant case, that would not
23 have even -- would not have served any purpose because he
24 wasn't even allowed to testify about the value. You can't --

25 THE COURT: He couldn't testify as to his own personal

1 opinion about the value, but he could certainly say the County
2 has assessed this as having this value.

3 MR. HENRY: The fact that he was not allowed to testify
4 about value at all would not have helped him in getting that
5 information before the Court because the objection was he's
6 not the owner, he can't testify to value. The Court agreed
7 with that and prohibited him from testifying about value --

8 THE COURT: No, sir.

9 MR. HENRY: -- and prohibited him from showing any
10 documentation that would indicate value.

11 THE COURT: I said he was not the owner. Therefore, he
12 could not render his personal opinion as to the value of the
13 property as an owner could, but certainly he could get an
14 appraisal. He could go on a County assessment. He could find
15 whatever other expert existed that could appraise the value,
16 and he could have used them to prove his case. I didn't say
17 he could not testify at all about value. I said he was not
18 the owner. Therefore, he could not render a personal opinion
19 as to what he thought the value was.

20 MR. HENRY: The -- in, in response to the question about
21 the tax assessment, the last assessment he has on that
22 property was 1982, and it shows then that it was valued at
23 30,738.

24 THE COURT: Okay.

25 MR. HENRY: This is the documentation he has about

1 taxation value. He has not received any other documentation.

2 The County --

3 THE COURT: Mr. Henry, I understand that, but when you're
4 involved in a lawsuit you've got to go ask for the
5 information. You can't just sit back and wait for them to
6 send it to you. You've got to go and ask, "What is your
7 current assessment of this property? I've got a lawsuit.
8 We're going to trial. I need this for evidence."

9 MR. HENRY: Every year there's an assessment made by the
10 government. The government sends out tax notices. Otherwise,
11 they don't receive the taxes, the ad valorem taxes for the
12 property. If you have a person who is receiving -- who have a
13 property on the list he should get a, he should get a tax
14 notice. He hasn't gotten once since '82.

15 THE COURT: Well, why didn't he go ask for it?

16 MR. HENRY: There was argumentation about whether the
17 property was going to even be around. The City was in the
18 process of trying to demolish it. So at some point --

19 THE COURT: So, what does -- what -- he could still go
20 ask for an assessed value.

21 MR. HENRY: They won't know an assessed value until they
22 find out what the final issue is going to be with the
23 property. If the City demolishes it they have to amend the
24 tax rolls because the house --

25 THE COURT: And how do you know they haven't done it?

1 MR. HENRY: Because we hadn't gotten anything showing
2 that. If they amend it they're supposed to send you a notice
3 of that.

4 THE COURT: Well, have you gone and asked them for it?

5 MR. HENRY: No, sir. We have not.

6 THE COURT: Okay.

7 MR. HENRY: But it's, it's the -- it's not incumbent upon
8 the citizen to ask for a tax bill. It's incumbent upon the
9 government to notify you of your tax liability.

10 THE COURT: But it is incumbent upon a Plaintiff in a
11 lawsuit to get his evidence to present at trial to prove his
12 case.

13 MR. HENRY: He's got the last evidence that was available
14 to him. He doesn't know what the, what the County is doing
15 until the County notifies him.

16 THE COURT: Okay.

17 MR. HENRY: Any other citizen in this state, whether
18 they're a Plaintiff in a lawsuit or not, has the same right.
19 They have a right to have the government notify them of their
20 tax liability, and if they're not notified, they can't pay the
21 tax.

22 THE COURT: All right. All right. I'm going to grant
23 the motion for a directed verdict. I don't think there is any
24 evidence upon which a jury could assess a value for the house
25 or the diminution in the value of the property without it

1 being subject to speculation. So that would negate any
2 recovery for the destruction of the house. The only thing
3 we've got to go forward with is going to be the personal
4 property that Mr. Singleton had in the house.

5 MR. HENRY: Your Honor, I have just been handed a
6 document apparently that was obtained from the courthouse the
7 other day about the taxes, and it shows, this shows a value
8 through -- what's this year -- that's 2008.

9 THE COURT: Well, Mr. Henry, regardless of what it shows,
10 it's not in evidence, and you should have put it in evidence
11 if you were going to rely upon it for the value of the house
12 so.

13 MR. HENRY: Well, we weren't planning to rely upon that
14 for the value of the house. The developments in the case
15 necessitated that Mr. Singleton go and get something. He went
16 and got something the other day. He was going to testify
17 about the value. He was also going to offer, because of his
18 background, he was going to offer his expertise on what the
19 value of the house was and him being -- claiming ownership of
20 the house he was going to use the ownership that he had in the
21 house, plus his background as a contractor, someone familiar
22 with building and financing houses as a basis for his
23 testimony.

24 THE COURT: Okay.

25 MR. HENRY: That was not allowed.

1 THE COURT: All right. All right. Well, I'm going to
2 grant the directed verdict. As I understand, the only thing
3 we have now going forward is going to be Mr. Singleton's claim
4 for damages to the personal property that he had stored in the
5 house. Is that correct?

6 MR. BAXTER: That, that's correct, Your Honor.

7 THE COURT: All right. All right. Is the Defense ready
8 to go forward?

9 MR. BAXTER: And Your Honor, that being the case, I'm
10 going to call one witness.

11 THE COURT: Okay.

12 MR. BAXTER: I had several lined up but --

13 THE COURT: Okay.

14 MR. BAXTER: -- there's going to be one witness.

15 THE COURT: All right. That'll be fine. So anything,
16 anything from the Defendant before we bring the jury in?

17 MR. BAXTER: Nothing, Your Honor.

18 THE COURT: Anything from the Plaintiff before we bring
19 the jury in?

20 MR. HENRY: Nothing, Your Honor.

21 THE COURT: Okay. Now, what I think I'm going to do -- I
22 think when I bring the jury in I'm going to go ahead and
23 explain to them that as a matter of law I've made certain
24 rulings, and therefore, the only thing we're going forward on
25 is Mr. Willie Singleton's claim for damages to the personal

1 property he had stored in the house at the time of its
2 demolition. All right. All right. Let's bring the jury in.

3 (Whereupon, the following takes place in the presence of
4 the jury.)

5 THE COURT: All right. Ladies and gentlemen, welcome
6 back. Hope everybody had a good evening. Let's go ahead and
7 hand out the pads, make sure everybody gets your own pad and
8 doesn't get anyone else's. All right. Everybody's got their
9 own pad?

10 All right. Ladies and gentlemen, we're ready to go
11 forward with the trial of this case, but I do need to let you
12 know that yesterday the Plaintiff rested and ended their case
13 in chief, and that was the time of the trial where I have to
14 take certain matters of law into consideration and make
15 certain rulings, and I have made some rulings, and I need to
16 let you know that at this point forward I've already decided
17 some of the issues because the law provided for me to make
18 those decisions. From this point forward we're going forward
19 with Mr. Willie Singleton's claim for damages for the loss of
20 his personal property that was located in the house at the
21 time of its demolition and that is the only issue that is
22 before the Court at this point in time. All right. Mr.
23 Baxter. You can call your first witness.

24 MR. BAXTER: Your Honor, call Mr. Steve Stack -- no, Rick
25 Martin.

1 THE COURT: Oh, okay.

2 MR. BAXTER: All right. I stayed up late last night
3 figuring out if I was going to win the lottery and here I am.

4 Whereupon, Rick Martin was called to the stand, duly
5 sworn by the clerk and testified as follows:

6 THE CLERK: Will you please state and spell your name for
7 the record?

8 MR. MARTIN: Yes, ma'am. Ricky Martin, R-I-C-K-Y, M-A-R-
9 T-I-N.

10 THE CLERK: Thank you. You may be seated.

11 MR. MARTIN: All right.

12 DIRECT EXAMINATION

13 BY MR. BAXTER:

14 Q Mr. Martin, where do you live?

15 A 908 Pyatt Street here in Georgetown.

16 Q And what do you do for a living?

17 A I'm the building and zoning administrator for the City of
18 Georgetown.

19 Q And how long have you held that particular position?

20 A I've held that particular position for approximately four
21 years.

22 Q And before that what, what did you do?

23 A Before that I worked for the -- I was the building
24 inspector for the City up to 2000 -- began in 2007, and before
25 that worked for a utility company and had a construction

1 company.

2 Q Okay. Now, you said you were -- you began working there
3 in 2007?

4 A Yes, sir.

5 Q And were you employed there before the house located at
6 1929 Front Street was torn down? Were you working there at
7 the time the house was torn down?

8 A Yes, sir.

9 Q Okay. And I'm going to show you first a series of
10 documents that were previously introduced as Defendant's
11 Exhibit One through 23 and ask you if you just, real quick,
12 can you identify those photographs?

13 A Yes, sir. These are photos that I believe that I took of
14 1929 Front Street on March the 14th, 2007.

15 Q Okay. So and was that done in anticipation of the house
16 being demolished?

17 A Yes, sir. It was.

18 Q And so you went out and took those photos, you did a walk
19 through through the house, things of that nature; correct?

20 A Yes, sir.

21 Q Now, I'm also going to show you photographs that are
22 dated, not dated, marked as Defendant's Exhibits 24 through 40
23 and ask you if you could identify those particular
24 photographs.

25 A Okay. These are photos of the same residence on April

1 12th, 2007, of the same structure.

2 Q Okay. And do those photographs reasonably depict the
3 condition of the house and contents of the house on that date?

4 A Yes, sir. They do.

5 MR. BAXTER: And at this time we would move to introduce
6 those into evidence.

7 THE COURT: Any objection?

8 MR. HENRY: No objection.

9 THE COURT: All right. Defendant's Exhibits 24 through
10 40 admitted into evidence without objection.

11 (Whereupon, Defendant's 24 through 40 [Photographs]
12 admitted into evidence and appropriately marked.)

13 BY MR. BAXTER:

14 Q Now, I'm also -- these -- I'm now showing you what has
15 been marked as Exhibits 54, 55, 56, 57, 58 and 59 and ask you
16 if you can identify those photographs?

17 A Yes, sir. These were taken the same day the previous
18 ones were showing the actual demolition of 1929 Front Street.

19 Q Okay. Now, those -- they're, they're actually some of
20 those were taken on the 13th; correct?

21 A Yes, sir. Yes, sir.

22 Q Okay. So the demolition took place over two days?

23 A Right. Yes, sir.

24 Q And that photograph the, the, the, the house when it was
25 torn down, materials, whatever was in the house -- well, first

1 of all, that, that house was demolished by Miller Construction
2 or R. K. Miller Construction; correct?

3 A Yes, sir.

4 Q Okay. And the City did not -- none of the City employees
5 actually participated in the physical demolition of the house;
6 correct?

7 A No, sir.

8 Q And in there it shows the house, a big piece of equipment
9 kind of taking the house down and then what was done with the
10 materials, whatever was in the house and siding and the roof
11 and all that?

12 A Okay. All that was -- the house was actually -- the
13 demolition began on the 12th, also continued over into the 13th
14 as far as the debris being loaded up and taken to the --
15 which, I believe, the landfill.

16 Q Okay. It wasn't buried there?

17 A No, sir.

18 Q Okay. Now, in, in doing your inspections and photographs
19 on -- in March and then again in April, did you observe what
20 was in the house?

21 A Yes, sir.

22 Q Okay. Did you observe anything of value in either the
23 house -- let's, let's start with the house. What, what -- did
24 you observe anything that you felt was of value in the house?

25 A No, sir, other than some personal belongings, maybe a bed

1 upstairs.

2 MR. HENRY: Your Honor --

3 THE COURT: Hold for a second.

4 MR. HENRY: -- unless he has a list of items that he's
5 referring to I'm going to object to his giving an opinion of
6 value because we need to at least go item by item to see what
7 he's talking about.

8 MR. BAXTER: I, I'm not --

9 THE COURT: Overruled. Go ahead.

10 Q I, I don't want you to give me a number, I mean. Now,
11 there -- also, there was a kind of a shed or a garage or
12 something attached to the house; correct?

13 A Yes, sir, on the rear.

14 Q Okay. And did you observe what was in there?

15 A No, sir. Other than just in the photographs themselves,
16 I don't have -- it's been so long I can't remember exactly
17 everything that was in there.

18 Q Okay. But there's a photograph in there; correct?

19 A Yes, sir.

20 Q Okay. And did you, just on what you observed and what
21 you recall, did, did you observe anything of value or -- I
22 mean, look at the photograph. What --

23 A No, sir. I did not observe anything of, of substantial
24 value in there.

25 Q Okay. And the photograph of the -- if you would kind of

1 turn to the photograph of the, of the, of the garage --

2 A Right.

3 Q -- and just for the record what number is that?

4 A 22.

5 Q Okay. Now, did you observe Mr. Singleton being at the
6 property on any of the days that you all were out there?

7 A I don't recall that he was.

8 Q Okay. That's all I have. Thank you, sir.

9 A Okay. Thank you.

10 THE COURT: Cross examination.

11 CROSS EXAMINATION

12 BY MR. HENRY:

13 Q Mr. Martin, you testified that the contents and the
14 debris from the destruction of the home were taken to the
15 landfill; correct?

16 A Right. Yes, sir.

17 Q And isn't it true that the landfill gives you a slip for
18 items that you place into the landfill based on the tonnage?

19 A I believe that's correct.

20 Q Do you have a copy of the slips from the landfill showing
21 that the materials were actually put into the landfill?

22 A No, sir.

23 Q Have you reviewed any slips from the landfill that anyone
24 has possession of that shows that this material was placed in
25 the landfill?

1 A No, sir.

2 Q Is there someone at the landfill who can verify that
3 this, that this material was placed into a landfill?

4 A I'm not sure at this particular time.

5 Q Okay. Have you spoken with anyone at the landfill who
6 might would have anything to do with the tonnage slips --

7 A No, sir.

8 Q -- that would be provided?

9 A No, sir.

10 Q And you didn't ask any of the folks who work for the City
11 to provide that for the file?

12 A No, sir.

13 Q Do you know whether when Mr. Singleton asked under his
14 FOI for all of the materials that the City had relating to his
15 home being destroyed whether or not that material -- those
16 slips would have been provided to him?

17 A I don't recollect. I don't believe I got that
18 information deal.

19 Q Okay. So as you testify today you have no proof that any
20 of this material went into the landfill?

21 A No, sir.

22 Q Okay. Isn't it also true that it is the policy or was
23 the policy of the City when a property was being destroyed to
24 store personal items that might belong to the owner until such
25 time as that issue was resolved?

1 A I'm not sure at that particular time what the policy was
2 for the City.

3 Q Do you know that -- do you know if that policy ever was
4 in existence with the City?

5 A No, sir.

6 Q Okay. But do you have a list of the personal items that
7 were in the home?

8 A No, sir. I do not.

9 Q Have you reviewed a list of the personal items that were
10 in the home?

11 A No, sir.

12 Q Have you personally looked at and examined the personal
13 items that were in the home before they were destroyed?

14 A No, sir.

15 Q So when you testified about not seeing anything of value
16 what were you basing that on?

17 A Just doing a quick walk-through just to make sure and
18 confirm that there was -- that there were -- there was nobody
19 homeless in the structure before the demolition began.

20 Q So you personally walked through the structure?

21 A I did, sir.

22 Q The entire structure?

23 A Pretty much so. Yes, sir.

24 Q What do you mean pretty much so?

25 A Well, went upstairs. I can't -- I can't -- don't recall

1 since it's been so long if I went through every room, but we
2 -- I did go upstairs just to make sure, I guess, look in the
3 bedrooms, making sure that there was, you know, nobody
4 homeless that was in there.

5 Q So you didn't look in all of the rooms. You just looked
6 at the bedrooms?

7 A Primarily bedrooms but did glance through each room.

8 Q Okay. And there were no -- you said there were no
9 persons in the home. Do you remember any of the items that
10 might have been in the home?

11 A The only thing that I can remember, I guess, was the --
12 maybe a bedroom suite upstairs, seemed to be a lot of, of, of,
13 of -- some trash on the floor, a lot of things that, you know,
14 we'd have to step over just to get inside and to go upstairs
15 and all.

16 Q Okay. Was -- do you remember seeing any sewing
17 equipment?

18 A No, sir.

19 Q Do you remember seeing any tapes and books from a
20 bookstore?

21 A No, sir.

22 Q Do you remember seeing any equipment from a restaurant?

23 A No, sir.

24 Q Was any of that -- and did you look in the garage as
25 well?

1 A Just glanced. My primary concern was the structure
2 itself, the home itself, especially upstairs just making sure
3 that there was nobody in there.

4 Q Now, are you licensed as a building official?

5 A Yes, sir. I am.

6 Q Okay. And you're licensed by the State?

7 A Yes, sir.

8 Q How long have you been licensed?

9 A Been licensed by the State since 2000 -- began in 2007.
10 So I began in -- my license procedure in 2007.

11 Q Okay. During the time that this home was being
12 considered for destruction, did you do -- did you personally
13 perform any inspections on the home to determine whether it
14 was salvageable or not?

15 A No, sir. I did not.

16 Q Did you have anything to do with the home being declared
17 unsafe?

18 A No, sir.

19 Q Did you have any dealings with Mr. Steven Stack during
20 the time that this home was declared unsafe?

21 A We worked together. He was the building official. I was
22 the inspector, but as far as the procedural issues of, of our
23 following our ordinance and doing an ordinance I was not part
24 of that deal.

25 Q Would you agree or disagree that the City needed an

1 ordinance adopting the standard codes or at least creating an
2 eradication process before that home was destroyed?

3 A I believe that the City had an ordinance, but it did not
4 mirror the State's ordinance.

5 Q The question though is do you believe that the City
6 needed a specific ordinance authorizing them to tear the home
7 down before that was done?

8 A I understand. I'm sorry, sir. Yes, sir.

9 Q Okay. And the City didn't have that ordinance?

10 A Apparently not.

11 Q So the actions they took were in violation of state law;
12 correct?

13 A I would assume so. Yes, sir.

14 Q And the items that were in that home that were destroyed
15 with the home were also unlawfully destroyed; correct?

16 A I would assume, sir.

17 Q Okay. And that being the case, the City is liable for
18 those items; isn't it?

19 A I'm not in a, in a, you know, in a position to, to state
20 the liability because I'm not really sure at that particular
21 time what rules or whatever was in, in effect, but possibly
22 so.

23 Q Possibly so. So if the City wrongfully destroys a
24 person's personal property they're not liable for that?

25 A If they do wrongfully, yes, sir, they would be.

1 Q And in this case it was wrongful because they didn't have
2 an ordinance on the books even allowing the house to be torn
3 down; right?

4 A According to testimony. Yes, sir.

5 Q Okay. And you don't have any reason to disagree with
6 that testimony; do you?

7 A No, sir.

8 Q Now, wouldn't it also have been prudent for the City to
9 make a list of the personalty that was in that home in order
10 to deal with the issue of the liability that may have arisen
11 from that?

12 A I'm not sure what the policy was back then. I can only
13 tell you the way that, you know, what we do now.

14 Q And what's that?

15 A Currently the way we handle it, after this happened and
16 it was brought to the City's attention that there were some
17 concerns as far as not having, following the state code as far
18 as demolition, the City did go in and enact through council
19 and mayor and council to enact an ordinance that followed the
20 state ordinance. Currently, the way that I do it, have been
21 doing it since Steve left is that we'll go in and follow that
22 ordinance and we will give the people that -- individuals that
23 own the house a chance to get all their belongings out. It is
24 a long process.

25 Q Okay. Do you know whether that was -- that -- was that

1 done with Mr. Singleton? Do you know?

2 A No, sir. I don't.

3 Q Did you review any documentation that indicated that Mr.
4 Singleton was notified to come and take items out of the
5 house?

6 A No, sir, I'm not. I'm not aware of any of that.

7 Q But you are familiar with the file?

8 A I am familiar, somewhat familiar with the file. I looked
9 at the pictures and all, but I didn't go through -- I haven't
10 been through the whole file since Steve did it and I kind of
11 -- I wasn't sure what the mindset as well as the procedures
12 that were being followed at that particular time.

13 Q So it didn't dawn on you that that might be something you
14 need to look at to see what was actually done in this case?

15 A I don't follow you.

16 Q It didn't dawn on you that it might be prudent to look
17 through the file to see if Mr. Singleton had been given a
18 notice that his personal property might need to be removed
19 from the house before it was destroyed?

20 A I didn't have the -- first of all, I was the inspector.

21 Q Okay.

22 A I wasn't a part of doing the -- that part of our office
23 with the building department. I just did the inspections on
24 it. You know, I didn't go through any files. I, I was not
25 part of any of the legal process as far as what was going

1 forward with it.

2 Q What's your position with the City now?

3 A I'm the building and zoning administrator for the City.

4 Q Okay. And as the building and zoning administrator for
5 the City, knowing that you were coming here today to testify,
6 it didn't dawn on you that you might need to look at the
7 files?

8 A I wasn't sure what impact that would have since I wasn't
9 a part of that. I couldn't testify what Steve knew or didn't
10 know at that particular time. I couldn't testify as far as
11 what the ordinance said at that particular time simply to the
12 fact that I wasn't in a position to, to do anything with it.
13 The only thing I can testify is what we -- today and what I
14 saw that particular day.

15 Q I understand, but what I'm asking is if you were coming
16 to testify in this case, knowing what had happened, you didn't
17 think it was prudent to look through the file to become
18 familiar with the procedures that were followed for this
19 particular demolition so that you would have knowledge of what
20 would be asked of you in court today?

21 A I knew that we didn't follow according to LLR, the
22 testimony that's been given, I knew that we did not follow the
23 ordinance as it was written by state law. Fact is that I know
24 that after this particular demolition that it was brought to
25 light, that Steve met with the City attorney, as well as mayor

1 and council and they enacted an ordinance that mirrored the
2 state ordinance.

3 Q Have you seen R. K. Miller's contract?

4 A I saw his -- I believe it was his permit.

5 Q You didn't see, you didn't see the contract?

6 A If I did I just glanced at it.

7 Q Okay. Do you know what the contract said about the
8 personal property in the home or if anything?

9 A I don't recall.

10 Q Okay. So you don't -- you hadn't looked at the contract?

11 A I just glanced at it but I didn't read it word for word.

12 No, sir.

13 Q Did -- was R. K. Miller required to get any kind of --
14 excuse me, would you know whether his company received the
15 tipping tickets for the landfill?

16 A They would be the one that would get it.

17 Q Would they have to provide a copy to the City to show
18 that that actually took place?

19 A No, sir.

20 Q How would the City ensure that that was done?

21 A With him being a licensed contractor with him doing --
22 pulling the -- submitting in his bid, that would have been
23 part of the bid packet.

24 Q So it would state in his bid packet that he's going to
25 take all of the debris to the landfill?

1 A I would assume so. Like I say, I did not look at -- I
2 had -- did not look at the request that went out as far as
3 these particular bids to see all the particulars of it, but I
4 would assume so.

5 Q And if that wasn't in his bid packet would it be a part
6 of what he was required to do?

7 A I would assume that he would be -- it being a DHEC
8 issue as well as dumping.

9 Q Right.

10 MR. HENRY: Beg the Court's indulgence.

11 THE COURT: All right.

12 BY MR. HENRY:

13 Q Excuse me. Mr. Martin, I'm going to show you what's been
14 marked and is in evidence as Plaintiff's Exhibits 13 and 14
15 and ask you if you would look at those for me.

16 A Okay. Thank you, sir. Okay, sir.

17 Q Can you tell the jury what those documents are?

18 A The first document that I've got in my hand is a demo
19 permit from the City of Georgetown by R. K. Miller in the
20 amount of \$150 to do a demo. The second item is a business
21 license. The City does require a business license if you
22 operate in the City, and this is where R. K. Miller
23 Construction Company did obtain a business license to work in
24 the City of Georgetown.

25 Q Is there any other documentation that you're aware of

1 that governed that demolition?

2 A No, sir.

3 Q Does any of this documentation say anything about burying
4 -- not burying but taking the debris to the landfill?

5 A No, sir.

6 Q So as you testify today we have no evidence that R. K.
7 Miller was required to take anything to the landfill?

8 A Not that I'm aware of.

9 Q Okay.

10 MR. HENRY: Beg the Court's indulgence one more time.

11 THE COURT: All right.

12 BY MR. HENRY:

13 Q The only documentation that you have on Miller is what's
14 in evidence; right?

15 A To my knowledge. Yes, sir.

16 Q Okay. And if nothing in there says what he's to do with
17 the debris or how he's to dispose of it we don't know what he
18 did; do we?

19 A No, sir. I do not.

20 Q Okay. The items that were in the house you only saw them
21 -- you said you walked through the house and you saw items in
22 there but you didn't make a list of those items?

23 A No, sir. I did not.

24 Q And we don't have any way of knowing how you determined
25 whether they had any value or not; do we?

1 A No, sir.

2 Q And can you -- do you have any way of -- anything
3 objective that would tell us what you used as a basis for
4 determining that?

5 A No, sir.

6 Q And you didn't have anything on that date either; did
7 you?

8 A No, sir.

9 Q Thank you, sir. I believe that's all the questions I
10 have.

11 THE COURT: All right. Redirect?

12 MR. BAXTER: Yes, Your Honor.

13 REDIRECT EXAMINATION

14 BY MR. BAXTER:

15 Q Mr. Stack, I'm just going to ask you to --

16 A Rick.

17 Q Rick.

18 A Yes, sir.

19 Q Okay. The -- you've -- you're reviewing some documents;
20 correct?

21 A Yes, sir.

22 Q Okay. And the -- what did the City do in order to obtain
23 bids for the project?

24 A We have the City purchasing agent will put out a request
25 for -- I believe it's called an RFQ to ask individuals to

1 submit bids in to do certain projects that we may have going
2 on.

3 Q Okay. And did the City receive bids as a result of that?

4 A Yes, sir. We did.

5 Q Okay. And as part of the bids there was a list of this
6 is what you're going to do in order to get the bid; correct?

7 A Yes, sir.

8 Q Okay. And then the, the bid was awarded to R. K. Miller
9 Construction; correct?

10 A Yes, sir.

11 Q Okay. And there, there, there was at least one other
12 company that submitted a bid; is that correct?

13 A Yes, sir.

14 Q Okay. And the low bidder was R. K. Miller Construction
15 Company?

16 A That's right. Yes, sir.

17 Q Now, as part of the instructions, number one, if you
18 would, read number one and number two, please?

19 A Okay. [As read], "All growth, shrubs and/or bushes,
20 excluding grown trees, are to be removed. All structures and
21 accumulated debris's to be removed, including foundation."

22 Q Okay. So part of what they were to do was tear down a
23 house and remove everything; correct?

24 A Yes, sir.

25 Q And, and I'm not asking you to put a value on it, but the

1 only thing you really recall seeing in the house was possibly
2 a bed or some other --

3 A Yes, sir.

4 Q Okay. And the -- looking at the photograph which was
5 taken of the garage --

6 A Yes, sir.

7 Q -- okay, and tell me what could you see?

8 A What was evident it looked like maybe a mattress. There
9 were different looks like wooden items, some type of maybe
10 plywood or whatever laying in there. There was some it looks
11 like plywood to the left maybe leaning up, other than that
12 looks like maybe some stuff covering some other stuff.

13 Q That's all we have.

14 THE COURT: All right. You may step down.

15 A Okay. Thank you, sir.

16 THE COURT: All right. Defense can call their next
17 witness.

18 MR. BAXTER: Your Honor, that's the only evidence that we
19 will be presenting in this case.

20 THE COURT: All right. All right. Ladies and gentlemen,
21 the Defense has rested their case, and just like at the close
22 of the Plaintiff's case now is the time of the trial where I
23 have to take up some matters of law with the attorneys. So
24 I'm going to excuse you back to the jury room for a few
25 minutes. Do not discuss the case even among yourselves.

1 Don't conduct any independent investigations. Leave your
2 notepads in the jury box and we'll be back with you in just a
3 minute. Thank you very much.

4 (Whereupon, the following takes place outside the
5 presence of the jury.)

6 THE COURT: All right. Any motions at this time?

7 MR. HENRY: The Plaintiff at this time moves for a
8 directed verdict and the basis of the motion is that since we
9 have now narrowed the case down just to the values of Mr.
10 Singleton's property, we would ask that the Court direct a
11 verdict in Mr. Singleton's favor as there is no, no issue of
12 material fact to be decided by the jury at this time. The
13 City has admitted that the personal items were destroyed along
14 with the home. We believe that the values as stated by Mr.
15 Singleton in the record would be the value, only values that
16 would be relevant at this time as he was the owner of the
17 property and he stated what he thought the value of the
18 property was. If the only issue now is his property, we would
19 ask the Court to direct a verdict in his favor for the value
20 of his property.

21 THE COURT: All right. Mr. Baxter?

22 MR. BAXTER: Your Honor, the -- a couple of issues, first
23 of all, the -- we, we, we believe that there was a obligation
24 to mitigate the damages. There, there were a series of
25 letters, the last one being on March 20th, 2007, which he was

1 told that they had already hired a company to demolish the
2 house and they would be demolishing it within 10 days. So he
3 was given more than adequate notification to remove the, the
4 -- he -- I mean, he -- and he had an opportunity, too. It
5 wasn't, it wasn't -- I don't think the City has to say, "You
6 need to come get your stuff." I mean, he was told, "We're
7 going to tear the house down. We're going to remove the
8 materials." The other thing is there's a -- I think if
9 nothing else Mr. Martin's testimony created a question of fact
10 as to what was there. He said the only thing he observed in
11 the house was a, a, a bedroom suite. There's a photograph of
12 the garage and what's in the garage, and none of these items
13 are shown as being in the garage that was identified. So we
14 think there's a question of fact as to exactly what items
15 would have been there, and then second of all, the jury even
16 with the testimony of the -- that Mr. Singleton said that the
17 house was worth, I mean, the items were worth \$35,000.
18 There's testimony that they were in a open exposed area. They
19 had been there for a period of time. Things could have been
20 taken, stolen by other people. There was testimony that there
21 looked like there had been homeless people there. So we think
22 there is, there's an abundant number of question of fact that
23 the, that the jury -- that would be within the province of the
24 jury to make a determination as to whether he's entitled to
25 recover any damages.

1 THE COURT: All right. Anything in reply?

2 MR. HENRY: I'm just a bit lost as to the testimony in
3 the record that refers to homeless people looking like they've
4 been in that property. That -- there was no testimony to that
5 effect.

6 MR. BAXTER: Your Honor, and I, I --

7 THE COURT: And I, I agree with that.

8 MR. HENRY: And in addition, Mr. -- the City took
9 painstaking efforts to take pictures of the demolition. There
10 were no pictures, ironically, showing what the actual interior
11 of the house looked like throughout. There were pictures in
12 certain areas of the home, but they didn't take pictures to
13 document the entire -- what was inside the entire structure.
14 They took pictures of the demolition but didn't bother to take
15 pictures when they allegedly walked through the house to show
16 what was actually in the house. It would behoove a person who
17 has wrongfully destroyed someone's property not to have
18 pictures of that. It would also behoove them to say that the
19 property had no value because, "Now I've done a wrong for
20 which there is no remedy." So that being the case, the
21 testimony of someone who said they didn't even bother to
22 review the file closely and also be self-serving. So we would
23 point out that the testimony -- the only credible testimony
24 about the valuation, what was in the home was the testimony
25 given by Mr. Singleton. He stated that he owned several

1 businesses in the, in the Georgetown area. When he closed
2 those businesses, rather than incurring storage costs, he took
3 the contents of those building, those businesses to that
4 residence to be stored because it was sitting vacant. He put
5 the, he put those items in there. The items remained there
6 until the City destroyed it and destroyed the contents.

7 THE COURT: All right. I note your motion. I'm going to
8 deny it. I think it is a jury question as to whether or not
9 what contents were in there and the value of the contents and
10 whether or not the City was negligent or grossly negligent in
11 the demolition of those contents and whether or not there was
12 a failure to mitigate. All of those are jury determinations
13 and they're susceptible to conflicting evidence and so they're
14 going to have to make that determination. So I'm going to
15 deny your motion for directed verdict. Anything else?

16 MR. BAXTER: Your Honor, we would just renew our previous
17 motion for a directed verdict as to the, the fact that the --
18 we, we do not believe that this rose to the level of gross
19 negligence with regards to the contents. The testimony -- the
20 only testimony is they, they did not -- Mr. Martin did not
21 observe anything of any value in the house. If he'd gone in
22 and said, "I saw all this stuff and we tore it down anyway,"
23 but in this case it would be at most negligence in that they
24 did not -- his testimony is, "We didn't see anything in the
25 house of any value," and if they don't see anything of any, --

1 in the house of any value, it would be our position that it
2 would be reasonable at that point, you know, to not take any
3 further steps other than to make sure that Mr. Singleton was
4 notified that the house was going to be demolished. So if
5 there was something in there they didn't see, and also I would
6 point out there are photographs of the interior of the house.
7 I mean, I, I can't sit here and say that an entire survey that
8 went in and room by room by room by room, but there are, there
9 are a number of interior photos of, of the house. So we, we
10 just think that -- we would also move for a directed verdict
11 as well.

12 THE COURT: All right. I'm going to deny that. All
13 right. Any other motions?

14 MR. HENRY: None from the Plaintiff.

15 THE COURT: All right. Are you all going to -- do you
16 all have any rebuttal or reply to put up?

17 MR. HENRY: Beg the Court's indulgence.

18 THE COURT: All right.

19 MR. HENRY: Nothing further.

20 THE COURT: Okay. All right. So the only thing we have
21 left now then would be the closing arguments, jury charge and
22 deliberations. It's going to take me a while to get these
23 jury charges together and to go over them with you all. I'm
24 thinking about, and I don't want the jury to just sit back
25 there because it's at least going to run us past lunch for me

1 to get the charges together. My question is and I -- and, and
2 generally, maybe I'm drawing an assumption that's not
3 necessary, generally I know the attorneys like to see the
4 closing charges, I mean, the jury charge before they make
5 their closings argument. If that's the case I'm inclined to
6 bring the jury in, excuse them until 2:00 o'clock, have them
7 come back at 2:00 o'clock and then we'll do closing arguments,
8 jury charges and deliberations, or if you want to go ahead now
9 and make your closing arguments and then bring them back after
10 lunch for just the charges and deliberations. What would you
11 prefer to do?

12 MR. HENRY: I'm inclined to go ahead and close.

13 THE COURT: All right.

14 MR. BAXTER: Your Honor, I would, not, not knowing
15 exactly what you're going to charge, my preference is before I
16 do a closing argument, part of what I like to do is, is kind
17 of discuss some of the law that you're going to be charging,
18 and if I don't know what you're going to charge, it's -- I
19 can't, I can't really do that. So, I, I would -- I, I -- I'm
20 ready to go if I knew what, but I, I do -- I would, I would --
21 my request is that we not be required to charge until we have
22 agreed, I mean, we not be required to do our closing
23 arguments until we know what you're going to charge as to the
24 law.

25 THE COURT: Okay. Well --

1 MR. HENRY: We're not going to be arguing your charges to
2 the jury. So my position is the charges that you, that you
3 give to the jury will define what the jury can consider
4 anyway. It doesn't matter what we argue. It's going to be
5 the jury charges that sets the parameters. So as far as what
6 your charges are going to be, that's something we can, we can
7 deal with after-the-fact because the charges will be your
8 final decision.

9 THE COURT: You're not going to be able to deal with them
10 after the fact.

11 MR. HENRY: I'm saying we can deal, we, we can deal with
12 reviewing the charges after the fact because the jury's not
13 going to hear any of the arguments. The arguments are not
14 going to be defined by what you charge. The charge --

15 THE COURT: Yeah, but by the --

16 MR. HENRY: -- will define what was argued.

17 THE COURT: Well --

18 MR. HENRY: And I'd hate for the jury just to sit idle
19 when the charges, when the charges --

20 THE COURT: Well, let me ask you this, are you going to
21 allow Mr. Baxter to argue his impression of what failure to
22 mitigate damages are and his impression as to the Tort Claims
23 Act?

24 MR. HENRY: Am I going -- that would be for the Court to
25 decide. I don't get to make that decision.

1 THE COURT: Well, if -- I know, but what I'm saying is is
2 if I give you what I'm going to charge the jury and then
3 you're going to know what the law is, then that's going to
4 curtail how you can argue the law to the jury.

5 MR. HENRY: The jury -- the, the, the way I've always
6 dealt with it is you make the closing arguments, the Judge
7 comes in and clarifies to the jury what the law is, whether --
8 he's going to tell the jury that the closing arguments are the
9 counsels' impression of what the case is about and what the
10 law is in the case. You are the arbiter of the law.

11 THE COURT: Okay.

12 MR. HENRY: So when you make the charge to the jury
13 that's going to tell the jury, "Regardless to what counsel has
14 said to you, here's what the law is as the Court has
15 determined which I -- which is my role as the Judge."

16 THE COURT: Well, let's do this, I'll just let the jury
17 sit back there. I'll get to work on the jury charges and see
18 if we can't get them and then we'll try to do it all before
19 lunch. I don't know if I can get it done before lunch, but
20 let's just sit tight and I'll go ahead and get to work on the
21 charges and I'll get them to you as soon as I can and then
22 we'll proceed. Okay?

23 MR. HENRY: Thank you, Your Honor.

24 THE COURT: All right.

25 OFF THE RECORD

1 (On the record. The following takes place outside the
2 presence of the jury.)

3 THE COURT: All right. This is going to take me a while
4 and I'm not going to keep the jury back there. I'm going to
5 go ahead and we're going to take a break. I'm going to cut
6 them loose. Have them come back at 2:00 o'clock and we'll do
7 closing arguments and jury charges and deliberations at that
8 time and I'll give you the, the law because I'm going through
9 this, going through this statutory definitions for demolitions
10 and all of that. It's going to take me a while to get this
11 what I think is pertinent together for them to consider.
12 Okay. So and I understand your objection, Mr. Henry, but I'm
13 not going to have them sit back there until I finish doing
14 this.

15 MR. HENRY: Your Honor, I certainly don't, don't have an
16 issue with that.

17 THE COURT: Okay.

18 MR. HENRY: I don't want the jury to be burdened anymore
19 than they need to.

20 THE COURT: All right. Well, let's go and bring the jury
21 in, and I'm going to cut them loose until, till 2:00 o'clock.

22 (Whereupon, the following takes place in the presence of
23 the jury.)

24 THE COURT: All right. Ladies and gentlemen, welcome
25 back. Thank you for your patience. The Plaintiff has

1 presented their case. The Defense has presented its case.
2 All of the evidence to be presented to you has now been
3 presented to you and the only thing we have left is the
4 closing arguments by the attorneys, are the closing arguments
5 by the attorneys, and then a charge on the law by the Court
6 and then for you to begin your deliberations.

7 Now, it's going to take a while for me to get these
8 closing charges together because I have to gather it together
9 and then go over it with the attorneys, get input from the
10 attorneys as to the charges to be used and things of that
11 nature, and so rather than have you sit in the jury room for a
12 while I'm going to go ahead and excuse you until 2:00 o'clock
13 and I'm going to ask that you please be back at 2:00 o'clock
14 and we'll resume at that time. Leave your notepads in the
15 seats. Don't take them with you. Do not discuss the case
16 even among yourselves. It's too early for deliberations. You
17 cannot deliberate until you've heard the closing arguments and
18 jury charges. Don't conduct any independent investigations
19 into the case. I hope everybody has a good long break and
20 we'll see you back at 2:00 o'clock. Okay. Thank you very
21 much.

22 (Whereupon, the following takes place outside the
23 presence of the jury.)

24 THE COURT: All right. Anything from the Plaintiff
25 before we break?

1 MR. HENRY: No, sir.

2 THE COURT: Anything from the Defense?

3 MR. BAXTER: Nothing, Your Honor.

4 THE COURT: All right. I should -- I'm going to have
5 them come back at 2:00 o'clock and I should have the jury
6 charge -- what is that, 11:15, I say give me another hour and
7 a half and I should have it together for you. So if you want
8 to wait and I'll give them to you when you get back or however
9 you want to handle it and I can do that. Okay? All right.
10 We'll be in recess until 2:00 o'clock but I'll be here working
11 on the charges and what'll happen is I'll bring them out and
12 I'll put them on your desk as soon as I get them so you can
13 review them. Now, generally my practice is I'm going to give
14 you a form of the written charges. I'll give you an
15 opportunity to raise any objections or challenges before I
16 charge the jury. After I charge the jury I'll give you
17 another opportunity to raise objections because sometimes it
18 does sound differently when you hear it read versus when you
19 just read it on a sheet of paper. So after -- I'll give you
20 two opportunities, before I charge the jury and then after I
21 charge the jury I'll give you another opportunity. Okay? All
22 right. We'll be in recess.

23 OFF THE RECORD

24 (On the record. The following takes place outside the
25 presence of the jury.)

1 THE COURT: All right. Gentlemen, have you had a chance
2 to look over the proposed charges? As I said, I'll give you
3 an opportunity to raise any objections now as well as after I
4 charge the jury, but at this point in time is there any
5 objections, additions from the Plaintiff?

6 MR. HENRY: Okay. Yes, sir. There are. The, the
7 objection that I have would be an objection to the charge on
8 mitigation of damages because that charge is couched in terms
9 of a person causing damage and you mitigating damage after
10 being injured by a person. We're not dealing with a person.
11 We're dealing with a municipal corporation, and a municipal
12 corporation is not a person. So that charge doesn't need to
13 be given. We would move to have that one stricken.

14 THE COURT: So you're saying a Plaintiff does not have a
15 duty to mitigate damages when the alleged wrongdoing is
16 committed by a municipality?

17 MR. HENRY: That's right.

18 THE COURT: You have any legal authority on that?

19 MR. HENRY: No, sir. Except the fact that this is not a
20 person. We talk -- typically mitigation occurs when you have
21 a person or some entity that is recognized as a person. We're
22 dealing with a municipal corporation. It is not a person in
23 the eyes of the law. Therefore, we do not believe that this
24 is applicable.

25 THE COURT: Mr. Baxter?

1 MR. BAXTER: Your Honor, I, I mean, a -- the City of
2 Georgetown as far as lawsuits goes is treated much like a
3 corporation. It is, it is a entity, a legal entity recognized
4 under the law as created per the laws of South Carolina, and
5 you know, and, and in that regard it talks about that with,
6 with -- except for the particular exceptions contained in the
7 act, then they are sued just like any other party would be
8 sued in South Carolina. I mean, it talks about they're
9 subject to suit just like everyone else. So they would be
10 subject to the same defenses. You know, we, we're, we're
11 entitled to comparative negligence, any defense that's
12 available to any other party is available to the City of
13 Georgetown. So I, I would -- I just think that, that charge
14 is correct. Now, you know, if, if, if the wording -- I
15 wouldn't have a problem if you want to say instead of person
16 you wanted to say, you know, entity or Defendant or something
17 like that, but, but --

18 THE COURT: Okay.

19 MR. BAXTER: -- but as far as the actual mitigation of
20 damages we are entitled to that affirmative defense.

21 THE COURT: All right. Anything in reply?

22 MR. HENRY: Like I said, I do not believe because the --
23 even among corporations municipal corporations are different.
24 They don't pay taxes. Other corporations do pay some form of
25 taxes. They're not exempt. A municipal corporation does not

1 pay taxes, so it is not like a regular corporation, a for-
2 profit corporation. Municipalities are not-for-profit. They
3 have -- even their property is exempt from taxation.
4 Corporate property is subject to taxation. A municipality
5 there is a defining line between a governmental corporation
6 and a for-profit corporation. So that's not the same argument
7 that can be made, and corporations are treated as persons for
8 the purpose of lawsuits, not municipal corporations. So I
9 don't think that applies here.

10 THE COURT: All right. I note your motion. I'm going to
11 deny it. I don't, I don't know of any legal authority that
12 relieves a Plaintiff of a duty to mitigate damages when the
13 Defendant is a municipality. I think that is, is an
14 obligation incumbent upon the Plaintiff regardless of who the
15 Defendant is and I don't -- I'm not aware of any legal
16 authority that excuses that, that duty. So I'm going to deny
17 your motion.

18 MR. HENRY: Okay. I would just ask that the arguments I
19 made last night in terms of why I did not think mitigation
20 applied would also be adopted in this particular argument.

21 THE COURT: Okay. All right. That sounds good.

22 MR. HENRY: Secondly, I would ask, I noticed that there's
23 no charge on an owner of property being able to testify about
24 the value. I would ask for a charge on that. I would also
25 ask for a charge on violation of a statute because there is

1 clear evidence in this case that a statute was violated.
2 Statutory violations constitute negligence per se, and I would
3 also ask that there be a, be a charge that says violation of a
4 statute is also evidence of willfulness and wantonness, which
5 goes to the issue of gross negligence.

6 THE COURT: All right. Mr. Baxter, let me hear from you
7 on that.

8 MR. BAXTER: Your Honor, I, I, I would not have any
9 objection to the, to the owner being allowed to testify. I, I
10 think that is the law, and as far as the other goes, the --
11 you, you address that in here that there was a violation of a
12 statute and the -- it's not, it's not willfulness and
13 wantonness that we're dealing with. It's gross negligence and
14 you define gross negligence. So I don't think that particular
15 charge is necessary.

16 THE COURT: Okay. And I need to go look. I don't want
17 to prejudge, but I think he is right. I think that violation
18 of a statute can be grounds for the, for the jury to consider
19 in terms of gross negligence and --

20 MR. BAXTER: And, and I, I, I will withdraw -- I'll --

21 THE COURT: Okay.

22 MR. BAXTER: I'll go along with that.

23 THE COURT: All right. And I'll go ahead and I'll add
24 those in there. Anything else?

25 MR. HENRY: I think that's it, Your Honor.

1 THE COURT: All right. Any objections or additions from
2 the Defense?

3 MR. BAXTER: Your Honor, just two. The first, we would
4 request a charge, if I could approach the bench, that the --
5 if personal property is completely destroyed the measure of
6 damages is the fair market value at the time of the loss or
7 destruction. I got loss of destruction, but it should be loss
8 or destruction, and, and the reason that's important is we're
9 -- the -- with these property cases there's diminution in
10 value and fair market -- there's, there's a number of
11 different things, and I just think, you know, it's not
12 replacement cost, it's not the original purchase price, it is
13 the fair market value at the time of the loss or destruction.

14 THE COURT: All right. Let me hear from you on that.

15 MR. HENRY: If the Plaintiff is going to be allowed to
16 testify about the value of his property, that is the basis
17 upon which the jury can determine what the fair market value
18 was at the time. The Defendant -- the Plaintiff has already
19 entered testimony in the record as to what he thought the
20 value of the property was, which he's allowed to do by law,
21 thereby setting the standard from which the jury can determine
22 what the fair market value was.

23 THE COURT: Okay.

24 MR. HENRY: He's testifying about what he lost at the
25 time it was lost, that's what he put the value at, the jury

1 has a right to consider that and they can decide whether it's
2 reasonable or not.

3 THE COURT: Okay. I'm going to leave the charge as it
4 is, actual damages are to compensate the Plaintiff for the
5 loss and to put the Plaintiff as near as possible in the same
6 position he was at the time of the loss, in other words,
7 actual damages would be the actual losses and expenses which
8 the Plaintiff suffered. I think that adequately, adequately
9 covers it.

10 MR. BAXTER: And I'd just note for the record we did make
11 that request.

12 THE COURT: Okay. I understand your objection. I'm
13 going to overrule it, and I'm going to leave it.

14 MR. BAXTER: And then the second one is just kind of the
15 standard damages about neither the existence, causation or
16 amount of damages can be left to conjecture, guess or
17 speculation.

18 THE COURT: And I think that's already --

19 MR. BAXTER: I, I looked, and if it's in there I stand
20 corrected.

21 THE COURT: Yeah. Right after I talk about verdict.
22 "All 12 of you must agree on the verdict. Your verdict cannot
23 be based on sympathy, passion, prejudice, emotion or any other
24 consideration not in evidence."

25 MR. BAXTER: Okay. Well, this, this is different -- that

1 the -- I mean, this is my understanding of proving damages,
2 the existence, causation can't be speculative. I think this,
3 this is a different -- that's a different charge. This is a
4 specific damage charge that says you can't guess, you can't
5 speculate.

6 THE COURT: Yeah. I see what you're saying. All right.
7 Let me hear from your position on that, Mr. --

8 MR. HENRY: I think His Honor's charge on damages is
9 broad enough and sufficient enough to cover the issues that
10 Mr. Baxter is concerned about. Essentially it says that they
11 can't speculate, it has to be based upon the evidence, and the
12 only thing that they will ever have to consider is the
13 evidence of record, and the Court is instructing them that
14 that is, that is the basis upon which they must determine
15 damages in this case. Mr. Baxter's charge doesn't really add
16 anything. It's, it -- it doesn't actually do anything
17 differently than what I see here because it's basically the
18 purpose, it gives the jury the purpose of damages and it tells
19 the jury what they can consider in making that determination
20 and I think that's sufficient.

21 THE COURT: All right. What I'm going to do on page 11
22 right after the paragraph for actual damages, say, "In other
23 words actual damages would be the actual losses and expenses
24 which the Plaintiff has suffered because of the Defendant's
25 gross negligence." I'm going to insert there, "An owner of

1 property may render an opinion as to the value of his
2 property; however, the evidence presented by the Plaintiff as
3 to damages should be such that the jury can reasonably
4 determine an amount, an appropriate amount. Neither the
5 existence, causation or amount of damages can be left to
6 conjecture, guess or speculation," leave it at that. Okay?

7 MR. HENRY: Okay.

8 MR. BAXTER: Yes, sir.

9 THE COURT: All right.

10 MR. HENRY: I think that, that would be sufficient, Your
11 Honor. So, you're, you're, you're inserting the owner's
12 ability to testify about his property value in that same
13 paragraph where you're talking about damages and then you're
14 going to incorporate Mr. Baxter's statement?

15 THE COURT: Right.

16 MR. HENRY: Okay.

17 THE COURT: But I'm incorporating your request to charge
18 and his request to charge in the same, same paragraph saying,
19 "An owner can testify as to the value of his property.
20 However, the evidence cannot -- however, the evidence
21 presented by the Plaintiff should be such that the jury can
22 reasonably determine an appropriate amount," and can -- and
23 the -- "and it cannot be left to conjecture, guess or
24 speculation." Okay.

25 MR. HENRY: I think that's fair.

1 THE COURT: Now, the owner, now the, the violation of a
2 statute, I'll have to put that -- that will probably come at
3 the end on page ten at the end of gross negligence and I've
4 got to go look up the case. Do you have the case that shows
5 the exact language --

6 MR. HENRY: I, I do not, Your Honor.

7 THE COURT: -- to be used and I know it's out there.
8 I'll have to go look at it right quick and see what it is.
9 All right. Anything else from the Defense?

10 MR. BAXTER: Nothing, Your Honor.

11 THE COURT: All right.

12 MR. HENRY: Nothing further from the Plaintiff either.

13 MR. BAXTER: Your Honor, I'm -- I'll, I'll mark this
14 request as a --

15 THE COURT: If you want -- what is that?

16 MR. BAXTER: This is the measure is fair market value.

17 THE COURT: Okay. I've got this one here. Let's put
18 that as Court's Exhibit Two. That'll be Court's Exhibit Two,
19 which is the Defendant's requested charge that I'm denying.

20 (Court's Exhibit Number [Defendant's Request to Charge]
21 appropriately marked.)

22 THE COURT: All right. Give me about five or ten
23 minutes. I'll be right back.

24 OFF THE RECORD

25 (On the record. The following takes place outside the

1 presence of the jury.)

2 THE COURT: Here you go. Here's the updated charges, and
3 I'll go over with you what I've added. If you would hand one
4 to Mr. Baxter. All right. First of all, what I have done is
5 -- let me find it. Okay, I don't know how it got cut off but it,
6 it just made another page. Starting on page 11 after gross
7 negligence I've inserted, which I looked up, and basically the
8 case law says this verbatim, "Violation of a state statute
9 constitutes negligence per se, and though it does not
10 constitute gross negligence per se, violation of a state
11 statute may be considered as evidence of gross negligence,"
12 and then the bottom of page 12 after actual damages I'm
13 stating that, "An owner of property may render an opinion as
14 to the value of his property. However, the evidence presented
15 by the Plaintiff as to damages should be such that the jury
16 can reasonably determine an appropriate amount. The
17 existence, causation or amount of damages cannot be left to
18 conjecture, guess or speculation." All right. All right.
19 Anything from the Plaintiff before we bring the jury in?

20 MR. HENRY: Nothing further from the Plaintiff, Your
21 Honor.

22 THE COURT: All right. Anything from the Defense?

23 MR. BAXTER: Nothing, Your Honor.

24 THE COURT: All right. So, now, the way we're going to
25 do the closing arguments, the Plaintiff will make closing

1 arguments. Then the Defense will make closing arguments. Then
2 the Plaintiff can make a brief reply only as to matters that
3 the Defendant brings up that were not addressed in your
4 original closing arguments. All right?

5 MR. HENRY: That's fine.

6 THE COURT: All right. Let's bring in the jury.

7 (Whereupon, the following takes place in the presence of
8 the jury.)

9 THE COURT: All right. Ladies and gentlemen, welcome
10 back. We're ready to resume the trial of this case. I
11 apologize for keeping you in the jury room for so long. Make
12 sure you have your own notepads.

13 Now, all of the evidence has been presented to you, and
14 now is the time of the trial where the attorneys will make
15 their closing arguments. Now, just like their opening
16 statements, these closing arguments are not evidence in this
17 case. It is simply the attorney's contention as to what they
18 feel the evidence has shown, what they feel the facts are and
19 they feel the law to be applied in this case should be. If at
20 any time an attorney makes reference to a factual issue that
21 is different from the facts as you find them to be or
22 references the law that is different from the law as I will
23 charge you at the close of their closing arguments, then
24 you're to disregard that portion of their closing arguments
25 because it is not evidence. It's just their contention as to

1 what the facts are and the law to be applied. All right. Mr.
2 Henry.

3 MR. HENRY: Thank you, Your Honor. May it please the
4 Court?

5 THE COURT: Yes, sir.

6 MR. HENRY: Good afternoon, ladies and gentlemen. I'm
7 going to be brief. You've been through a lot. This has been
8 a long and arduous trial, and I appreciate your patience, your
9 kindness and your attention. On behalf of Mr. Singleton, I
10 would like to thank you for taking the time out of your
11 schedules to come and listen to this important matter that Mr.
12 Singleton has brought before you.

13 We have been through several days of voluminous
14 testimony, documentation and all kinds of situations involving
15 the losses that Mr. Singleton has incurred. Excuse me.
16 You're being asked to determine what, if anything, the City of
17 Georgetown owes Mr. Singleton for destroying his personal
18 property by wrongfully demolishing his house.

19 Now, the City would have you believe that there's no
20 value to anything that Mr. Singleton owned, that Mr. Singleton
21 simply wants something for nothing. Well, the State didn't
22 see it quite that way. The State said the City was wrong.
23 The State also said that the City should have done things that
24 the City failed to do, but most importantly, the State said
25 that the City violated State law. In fact, the State building

1 official acknowledged that. He signed a consent agreement if
2 you, if you will recall, acknowledging that the City
3 wrongfully destroyed Mr. Singleton's house because they failed
4 to do something required by law, simple matter, something they
5 do every day, enact an ordinance. The City passes ordinances
6 all the time. The County passes ordinances all the time, but
7 the City in this case was so eager to prove something to Mr.
8 Singleton that even without putting a law on the book to
9 enable them to do what they wanted to do, they tore his house
10 down. Might not seem like a big deal to most people, but this
11 house was a house of some significance. This was a house that
12 was built in the 1800s. This was a house that Mr. Singleton
13 had lived in. This was a house where he had memories that he
14 created as a child. His family lived there. Before his
15 family lived there the Cohen family built this house,
16 preserved this house and it lasted from the 1800s all the way
17 up until 2006, 2007 when the City decided that, "We don't
18 think you ought to have this house anymore. So we're going to
19 target this house and we're going to tear it down.

20 Now, why do I say they targeted? As I mentioned at the
21 beginning of this trial, the City had what I called, for lack
22 of a better word, a hit list. That list included 192 houses
23 that they wanted to demolish. They even so much as went to
24 the papers and alerted them to all of this dilapidated
25 property that they wanted to destroy, properties that some

1 people have probably had in their families for generations.

2 Now, the state law gives the, gives the property owners
3 an opportunity to fix their property. That wasn't good enough
4 for the City of Georgetown. The City started sending out
5 notices telling property owners that, "We're going to take
6 your property. We're going to tear your house down," but what
7 did they do to give the property owners the rights and the
8 opportunities that were provided by state law? You heard the
9 testimony of Joe McCray, a very experienced building official,
10 a man who taught the courses on how to apply the building
11 codes, how to apply the state statutes, had over 20 years of
12 experience in the field doing exactly what these people were
13 doing, and he told you that what they did was wrong from the
14 very start. They didn't have the right to declare this
15 property a danger because it was secured from public entry.
16 The public safety is not at issue if members of the public are
17 not going into these properties. If the property is locked
18 and no one can go into it, how is public safety an issue?
19 It's only an issue if you can go into the property and it
20 falls on you if it's in that condition, but you've also heard
21 that despite the fact that the City's required to do
22 inspections and to give the homeowners a list of problems that
23 the properties have so that they can fix them and to give them
24 a timeframe in which to fix it, none of that was done.

25 The City put up a lot of smoke, a lot of smoke. When you

1 blow that smoke away, there's no substance to what they did or
2 put up as a defense. They acknowledged to you that they
3 screwed up. So what is this -- what is all this argument
4 about? If you tore the house down improperly and a person had
5 personal items within that property, those personal items that
6 were destroyed were improperly and unlawfully destroyed
7 because the house was unlawfully destroyed.

8 How many times does the government get to take someone's
9 property and simply walk away and say, "Oh, well, we made a
10 mistake. We didn't follow the law, but too bad. We don't owe
11 you anything. What, what you had is worth nothing. It's
12 worth nothing to us. You're just whining because we used all
13 of the resources available to us to deprive you of something
14 that you had that you had worked hard for that you paid for.
15 You pay your taxes to us, but don't expect us to do what we
16 have taken an office and oaths to do." City Council takes an
17 oath. They're supposed to uphold the laws and the
18 Constitutions of the State of South Carolina and of the United
19 States. Should a citizen expect that that would mean that
20 these people would run headlong into violating the law even
21 when it's called to their attention? Is that something that
22 an average citizen on the street should expect from the
23 government, that, "We as your governing body will violate your
24 rights. We're going to ignore the fact that we have legal
25 restraints on our actions, and if we don't like something that

1 you have we're going to take it from you, whether it's legal
2 or illegal."

3 Mr. Singleton experienced that. That's why we're here.
4 That's why we're here because the government decided that it
5 did not want Mr. Singleton to have the house on 1929 Front
6 Street. It didn't want him to have the contents.

7 Now, they will have you say, "Well" -- they'll have you
8 believe, "Well, Mr. Singleton knew we were about to violate
9 the law. So he should have gotten up off of his duff and he
10 should have gone over to 1929 Front Street and cleaned that
11 house out because he didn't want us to wrongfully destroy the
12 contents." Is that what the government's supposed to do? Is
13 that what the taxpayers and citizens of the state and the city
14 are supposed to expect? I say to you no. Government serves
15 the people or it's supposed to serve the people. Government
16 is not supposed to victimize you. That's not what
17 government's in place for. They're supposed to put laws on
18 the books for you to follow, but they are supposed to follow
19 laws that regulate their activity just as you are, and when
20 they fail to do that they are to be held accountable. That's
21 what this case is about, holding the public officials who are
22 imbued with the public trust accountable for the actions they
23 take that violate that trust.

24 The question is what can your government take from you?
25 Apparently a lot. These documents here show you what your

1 government can take from you. "We don't like the fact that
2 your house doesn't look the way we think it ought to look.
3 It's ugly. It's an eyesore. Oh, you want to fix it, but
4 we're not going to let you. You can't fix it without our
5 permission. We're not going to let you fix it, but we're
6 going to complain about the fact that you haven't fixed it."
7 State law allows you to have an ugly house as long as you
8 don't let people just go in and out willy-nilly. "We don't
9 like that. Even though the State says we can't do this we're
10 going to do it because it's something we just don't like."
11 Mr. Singleton is a victim of that, and he's not the only one
12 and there will be others, simply had to enact an ordinance,
13 the same thing that's done by county and municipal governments
14 every day, meet, discuss what you're planning to do, take a
15 vote, put it on the books. That's all you had to do to make
16 it legal, didn't do that. Is that what you expect from city
17 government? Is that what a citizen should look forward to,
18 that the City is going to ignore a person's rights. The
19 Constitution says that you're not to take a person's property
20 without just compensation or without just cause. This is not
21 that process.

22 Now, Mr. Singleton testified about the values of the
23 property that he lost. He said that the business equipment,
24 the books, the tapes and the pressing equipment and sewing
25 equipment from his business as a tailor were in that property.

1 He said that the equipment was worth about \$35,000. He said
2 that the bedroom suite that was lost was worth about 1500, but
3 he -- what -- one thing that you really need to remember that
4 he stated was that he had some tapes from when he was in
5 college, some irreplaceable tapes of football players that he
6 was modeled, that he was compared to, and when I asked him how
7 much those tapes were worth the answer was he doesn't know
8 because there was only one kind. There, there's some things
9 that are irreplaceable, historic tapes of college football
10 players and professional football players that he was allowed
11 to view to hone his skills. They're not available anymore. I
12 asked him, "Are there copies that you can get of those tapes,
13 the memorabilia that you lost? Can you get duplicates?" His
14 answer was no because those things don't exist. Those were
15 the only copies. Those things had value.

16 We're asking you as the jury who's heard the evidence,
17 who's -- who viewed the witnesses that have come forward, to
18 look into your hearts and to say whether or not it was right
19 for the City to come in and take that away from someone and
20 say that, "We don't owe you anything. You don't -- too bad.
21 You're out of luck. Oh, wait. We didn't do it right, but
22 you're still out of luck because we chose to act irrationally.
23 We violated state law. We were negligent, but that's okay.
24 We're the government and we're here to help."

25 I submit to you that the kind of help they gave Mr.

1 Singleton, the kind of help they gave the community by
2 victimizing citizens is not the kind of help we need from our
3 government. "We take your houses today. What do we take from
4 you tomorrow? What can you look forward to?"

5 They're going to say you should -- there's a term called
6 mitigation of damages. "You should mitigate your damages when
7 we threaten you with unlawful, illegal conduct. You should go
8 and take your stuff and secret it from us. You should move it
9 out of its location even if it's in a legal location. You
10 need to go and move your stuff out because we, the government,
11 threaten to do something that we're not allowed to do but
12 we're going to do it anyway." Is that what we're supposed to
13 look forward to from our elected officials, from the people
14 employed by our elected officials to enforce the law? Is that
15 what, what it's come down to? Are the anarchists right? Do
16 we have to take up arms against the government because we have
17 to expect that the government's going to raid us, going to do
18 something to us that's not appropriate? Is that what it's
19 come to? I say no, and we ask you to say no as well.

20 Mr. Singleton only lost the property he lost because of
21 this governmental action that violated law. That's the only
22 reason he lost this stuff, things that he had collected for
23 his businesses, personal memorabilia. He will never be able
24 to replace them. This is his only opportunity to seek justice

1 for being victimized.

2 It's obvious when someone breaks into your house and
3 steals your belongings that you've been a victim. Mr.
4 Singleton has been a victim of a crime from the government,
5 the very persons sworn to protect his rights. He's been
6 victimized by that. If I break into someone's house and steal
7 their stuff everybody recognizes that as a crime, but if the
8 government doesn't break into your house but tears your house
9 down illegally is that any less of a crime? Is it any less
10 injurious to you in terms of the losses that you sustained?
11 No. It's not, and they're to be held accountable. This is
12 the place where that happens. Thank you for your attention
13 and we appreciate it.

14 THE COURT: Mr. Baxter.

15 MR. BAXTER: May it please the Court?

16 THE COURT: Yes, sir.

17 MR. BAXTER: Ladies and gentlemen of the jury, again, I
18 also want to thank you and I want to thank you on behalf of
19 the City of Georgetown as well and I'm going to repeat the
20 first thing that I told you all on Tuesday, the City screwed
21 up. The City did not have the ordinance in place that was
22 required to demolish a house.

23 Now, that doesn't change the fact this house was unsafe.
24 It was about to fall down. It needed to be torn down, and but
25 for the fact that the ordinance wasn't filed, it could have

1 been torn down, and, and it would have been rightfully torn
2 down, but it wasn't, and I agree with Mr. Henry that because
3 of that the City does have certain responsibilities.

4 Now, the responsibilities are to put someone in the same
5 position they were before the act occurred, and the reason
6 that is important is that the -- what you're dealing with in
7 this case is personal property. It has a value, and the Judge
8 will charge you on that and you are to reimburse someone for
9 the value of the property, no more, no less. You are to
10 decide what was that property worth, who was the owner of the
11 property and did -- as a result of the wrongdoing on the City
12 was that property somehow destroyed. That's what you're
13 deciding.

14 Now, in making these decisions, the, the Court has
15 decided and, and our Supreme Court and our state that there's
16 certain ground rules we play with, just like anything, any
17 game, anything, there's certain rules we play by, and one of
18 those is that the owner of property can testify as to the
19 value of that property in his opinion unlike, you know, the,
20 you know, a real estate appraiser has got to do comps and have
21 training and all that, but the law allows an owner to testify
22 as to his opinion as to the value of the property, but at the
23 end of the day you, the jury, are still responsible for making
24 a determination as to what was the value of the property.
25 Just because he gave his opinion of that does not necessarily

1 means it worth that.

2 About this time last year my wife said, "You've got to
3 turn your car in. It breaks down more than it's running." I
4 said, "Good. I'm going to go turn my car in." I had a
5 definite opinion as to what I thought my car was worth. Well,
6 the dealer disagreed and I'm still driving the same car. So
7 that's just like this, I -- you can have an opinion of the
8 value of the property, but at the end of the day it doesn't
9 necessarily mean that's what it's worth. It could be. It
10 couldn't be. That's what you, the jury, have to decide, and
11 the evidence in the case at this point in time that's
12 important I think are the photos. We spent 90 percent of this
13 case talking about the house and whether it could be fixed and
14 all these other things, and it's no longer important. The
15 ruling of the Court and what we're here with now is Mr.
16 Singleton's property, what, what personal property did he own.
17 Mr. Singleton didn't own the house. Okay. I mean, he shows up
18 and says, "I want to be paid for the house," but he didn't own
19 the house. Okay. And the owner of the house is who should
20 pursue that claim, not Mr. Singleton, and that's why we're
21 dealing with his -- what he owned, which was the personal
22 property, and I say look at the photographs. The City, when
23 they went in, they took photographs, not to show what was in
24 there because as Mr. Martin said, didn't see anything really
25 of, you know, any value. I mean, there was a bedroom suite or

1 something and some odds and ends, and you know, it looked like
2 people had been in and out and, and maybe trashed the house.
3 Those photos show to a certain extent what was in there, but
4 they also show the condition of the house. Anything that was
5 in that house for any period of time, there were holes in the
6 roof. There was water coming in. There were windows broken.
7 There was water coming in. There was no air-conditioning.
8 Anything that was in that house of any value possibly had very
9 little value after being in there for a few years. That's
10 something you can consider in making your determination.

11 Mr. Singleton testified that the, the equipment he had
12 from the restaurant, the tailoring business, the bookstore,
13 the tape store, and I think also his furniture were stored in
14 this shed, and you'll have a photograph showing what is in
15 that shed and I don't see any of those things in there. I see
16 some mattresses. I see some wood. I see some broken tables.
17 That's what was in there. That is his personal property.
18 That is what you as a jury have to place a value on.

19 Now, another rule that the Judge is going to talk to you
20 about is mitigation of damages, and Mr. Henry talked about
21 that as well. Very simply, if, if you are damaged or injured
22 or you're going to be you, you can't just sit back and say
23 okay. You know, if, if somebody comes up and hits me, cuts me
24 with a knife, I can't say, "Well, you cut me with a knife."
25 I'm not doing to do anything because you caused my injuries."

1 No. You have a duty to mitigate. You have to go to the
2 hospital. You've got to take care of yourself. The same
3 thing here, Mr. Singleton was given repeated notices that the
4 house was going to be torn down. He knew the house was going
5 to be torn down. He talked about, you know, you know, I, I
6 can, I can agree that initially maybe he didn't think so, he
7 went down, but after three or four letters, after numerous
8 conversations, after multiple applications, he knew the house
9 was coming down. Their final letter, it was sent to him on
10 March 20th of 2007, stated, "Mr. Singleton, as we have
11 discussed the repairs requested on the permit application will
12 not sustain the integrity of this structure. This letter is
13 denying your permit application. Also, this structure is
14 under contract for removal and will be under demolition
15 activities within the next 10 working days," and I've not
16 gotten a calendar out, but the house was torn down on April
17 12th, which was at least 10 working business days. He had --
18 you can't sit back and say, "Okay." In fact, he even talked
19 about, "Well, you know, I'm keeping a paper trail because I
20 knew they were going to do this, and I'm setting this up."
21 No. You can't sit back and say, "I'm going to let you
22 injure." You, you have certain duties and responsibilities
23 you have and one of those, again, is to mitigate your damages.
24 Now, Mr. Henry did a very good job of kind of stirring a
25 spot, and, and, and I, and I take one -- exception to one

1 thing. He talked about we, we blew a lot smoke. We were in
2 here for two and a half days. We put up 30 minutes of
3 testimony, which I don't think is a whole lot of smoke. I
4 mean, I told you up front we screwed up. That's not a whole
5 lot of smoke. We tried to put the cards on the table, put the
6 facts on the table, present them to you, let you make a
7 decision. That's not blowing smoke.

8 Mr. Henry also kind of, you know, you, you want to kind
9 of pluck the heartstrings, you know, "This could happen to
10 you," you know, "This could happen to you," you know, "You
11 don't want this to happen to you." We're not dealing with
12 that. We're dealing -- the Judge will charge you the law is
13 you are to make a determination as to the value, the actual
14 value, not the speculative, not the guessing, the actual value
15 of whatever property Mr. Singleton had in the house, had in
16 the shed at the time it was destroyed. You can't do it, you
17 know, and, and, you know, talk about you can't -- it can't be
18 based on sympathy or passion or prejudice or emotion. It's
19 based upon the facts, what was that property worth? That's
20 what you as a jury have to decide, and the, you know, I can, I
21 can go through all of the charges but the one thing that I do
22 think is -- needs to be emphasized, the Judge is going to
23 charge you on, is what is known as burden of proof. Burden of
24 proof is that if a Plaintiff brings a lawsuit they have the
25 burden of proving the case. They have the burden of

1 presenting evidence, sufficient evidence to justify their
2 recovery. The Defendant has no burden of proof. A Defendant
3 can sit back and present no testimony, no evidence. You know,
4 so it's not a situation where, "Well, you should have brought
5 in someone to give us a value of the property." I don't know
6 what the value of the property is, but it's not our
7 responsibility. It's the burden, it's the responsibility of
8 the Plaintiff, and the Judge will tell you that if he fails to
9 meet that burden, if he fails to present, you know, evidence
10 to support the claim, then even if you think he might have had
11 some damages, you have to find for the Defendant because he
12 has that burden, he must prove that.

13 Now, I, I would, again, I, I probably -- there's a lot of
14 this case that is a lot, is a lot of so what, and, and we
15 spent a whole lot of time dealing with the so what stuff that
16 at the end of the day is not important, you're arguing over
17 what does the statute say and, you know, how do you interpret
18 this, and, and, and what's important or not important, but,
19 but just a couple of so what things.

20 You know, this case is about what he had in there. It's
21 not about, you know, punishing the City or making an example
22 of the City, but I will say this. You heard the testimony of
23 Mr. Martin that after this happened the City changed the
24 ordinance, not only -- and then you also heard Mr. McCray say
25 that not only did the City enact the State's ordinance, they

1 made it even more restrictive. You know, there's, there's a
2 laundry list of the State says you have to do this, you got to
3 file this, you got to do a petition, you've got to have a
4 hearing, you got to do this. The City added an extra thing
5 saying, "Not only that, we're going to put in there that we're
6 going to -- City Council has to approve it. So we're going to
7 have the normal stuff you got to do, and we're going to allow
8 people to go to their Council members and say, 'We don't want
9 to do this.'" So the City as it stands has a more restrictive
10 ordinance and it's as a result of this. Okay. This is not
11 one where the City said, "Ho-hum, we did this. We screwed up.
12 We're going to ignore it." The City acted. The City fixed
13 the problem, and, and, and I -- you know, Mr. McCray said,
14 "Well, there was a, you know, they're going to tear down 140
15 houses and they want, you know, millions of dollars." The
16 newspaper article says they wanted to tear four or five
17 houses. It was going to cost about six or \$7000 to do it.
18 They end up with just \$10,000. So this is not one where, you
19 know, all the houses are being torn down. This was one where,
20 "We're going to address problems. We're going to houses that
21 are unsafe, houses that are potential problems, we're going to
22 address those. We're going to bring them to people's
23 attention," and you know, and at the end of the day you may
24 have to tear down one or two houses.

25 Now, one thing that Mr. Singleton talked about, you know,

1 what if this was your house? Well, I'd also point out is what
2 if you were living next door to this house? Would you not
3 want something done? Would you not want some action taken,
4 and that's what we're dealing with here. It's a balancing act
5 between, you know, this person versus this person. You know,
6 and, and it's our belief that if you look at the photos, that
7 house was a danger to people in general. You know, this about
8 if you got a house that's about to burn down or fall down or
9 whatever as long as you board up the doors, you can't do
10 anything, that, that is wrong. I mean, the Judge will charge
11 you on the law, and he'll talk about that if these houses are
12 a danger to the citizens, you know, which is neighbors, which
13 is falling in the street, actions can be taken. So I just,
14 you know, again, that's, that's all the so-what. That's not
15 important to this case, but I do -- I think I would be remiss
16 if I stood up here and, and didn't at least address some of
17 the issues. So go back, consider the testimony you heard,
18 look at the photographs, you make that decision.

19 I, I am -- one problem I have when I'm doing this is I
20 have been dealing with this case. I know a lot of stuff
21 that's in my mind, that's in my head that I assume everybody
22 knows that you're not going to know. I mean, the only thing
23 you're going to consider is what the testimony from the, I
24 mean, from the witnesses were. I know what, you know, because
25 of the Judge's ruling we didn't have Jason Goude testify. We

1 didn't have Steve Stack. There's all these things that I know
2 and I think I know, and if I stood up here and I said
3 something that factually you do not believe is correct or
4 factually you don't remember the witness saying that or
5 factually you don't think the photograph says that, you go
6 with what you heard, not, not what I told you, not what Mr.
7 Henry told you. That is your job. You're going to, you're
8 going to consider the facts or the testimony. You're going to
9 decide what the facts are. You're going to apply the law as
10 the Judge instructs you, and you're going to make a decision,
11 and normally at this time I tell you and that decision is
12 you're going to find for the Defendant and give the Plaintiff
13 nothing. Okay. I'm not doing that. You know, I'm, I'm, I'm
14 telling you if you think that he had some property of value,
15 if you think that he didn't need to mitigate it, you return a
16 verdict in some amount for Mr. Singleton. Now, you temper
17 that with what was the actual value of the property in the
18 house based upon the testimony we heard, and again, go back,
19 whatever you do I think will be the right decision. You know,
20 hopefully it'll be a considered decision, you'll be fair to
21 everybody and you'll do the right thing in this case.

22 Now, I'm, I'm -- one thing, I'm getting ready to sit
23 down. Mr. Henry will be given another opportunity to say
24 something. He can stand up here. I don't think he will, but
25 he can stand up here and call me names, and you know, talk

1 about how, you know, what all the problems I have and I
2 stutter and I sound like a country bumpkin and all this. I
3 got to sit there and smile. I'll also sit down and I'll think
4 about three or four things that I wish I would have told you.
5 Okay. And I can't jump up and say anything. I can't say,
6 "Your Honor, I've got one more thing." Once I sit down I'm
7 done, but I do think, you all have sat here, you've listened,
8 you've heard and you'll make the right decision. Thank you.

9 THE COURT: All right. Mr. Henry, anything in reply?

10 MR. HENRY: Just briefly, Your Honor.

11 Ladies and gentlemen, the cards have been placed on the
12 table, a nice deck of cards, good playing cards, just one
13 problem, the cards are marked. The City knows what's in the
14 deck. The deck's stacked. So when you play with those cards
15 just be mindful of that.

16 Now, let's talk about the mitigation issue, and I like
17 Mr., Mr. Doug Baxter. He's not a bad fellow. I'm not going
18 to call him names. That's not my style, but I will say this,
19 he's a fine, fine lawyer, does a good job. The situation that
20 he's in is one that is not very favorable. His clients, as he
21 said, screwed up. They took someone's property. They
22 destroyed it and now they want you to say they don't have to
23 pay for it. That's essentially what this case boils down to.

24 I like the example that Mr. Baxter gave of mitigation
25 because it's right on point. Mitigation of damages is

1 triggered by first you experiencing a loss or an injury.
2 Remember the example he gave, someone cuts me. Rather than
3 doing something about it I stand there and just bleed. I'm
4 not going to the hospital. How was Mr. Singleton supposed to
5 mitigate a loss that he sustained because at the point that he
6 was damaged all of his property was gone. They took it.
7 That's when the damage started. What could he do to mitigate?
8 Go out there and go to the landfill and get it back? Go to
9 the property site where he said it was buried and dig it up?
10 Is that what he was supposed to do? That's not called
11 mitigation.

12 Sometimes damage is irreparable. You can't fix it. This
13 is one of those times because he lost his property completely.
14 He couldn't go out there and tell the, the person who was
15 tearing the house down, "Oh, wait, wait. Let me get my stuff
16 out of there." He can't go to them and say, "Let me have that
17 off of that, let me have that before you hit it with the
18 bulldozer." Remember he told you his house was surrounded by
19 police, that he couldn't even go on the premises when they
20 started doing this? Mitigation of damages is triggered by
21 first incurring damage. Mr. Baxter didn't say, "Oh, when the
22 person approaches me with the knife I mitigate my damage by
23 going into my kung fu and disarming him." He said, "I get
24 cut, and then mitigation is required." Very good, very
25 important point. Every case is different. Mitigation of

1 damages doesn't start until you incur some damage. The damage
2 incurred here was total. There is no mitigation. There's no
3 way for you to mitigate that. You've lost it. By the time
4 you start suffering a damage here it's too late. There's
5 nothing you can do. You take reasonable steps in the meantime
6 to try to avoid the damage ever occurring. That's what Mr.
7 Singleton did. Building permit application, denied. Building
8 permit application number two, denied. What's the building
9 application for? "Please, City, let me fix my property. You
10 don't let me fix it, it continues to deteriorate. You were
11 complaining about deterioration, here's the remedy, let me fix
12 it. I'm incurring the expense. I'm paying for what needs to
13 be done. I'm a contractor. I can fix this. If I'm willing
14 to invest the money that's my prerogative." That's, that's a
15 right.

16 Now, the City has taken measures to correct this kind of
17 problem so that it doesn't happen in the future, good thing,
18 too late for Mr. Singleton though. We're glad that some
19 reason caused them to decide to correct that. They've made it
20 better. They've made it more restrictive. The process is so
21 much better now. City Council will determine what happens to
22 the property. Take an already bad situation, stir in a
23 generous helping of politics and that'll make it a whole lot
24 better I promise you. That's what we've done here. It's now
25 a political football. "I know the chairman of the Council.

1 So when my property comes up for demolition I speak to the
2 chairman. The chairman goes back and advocates for me with
3 the rest of the Council members. My property is okay. Your
4 property goes on the chopping block. Unfortunately, you don't
5 know any Council members. You're not politically savvy." So
6 what happens to yours? You wake up one morning, if you're
7 living there, the walls are crumbling. The house is coming
8 down or if you don't live there you get the phone call from
9 somebody, some neighbor concerned about your house. "You
10 might want to get over to your house at 1929 Front Street
11 because bulldozers are there, but wait, you can't go in. The
12 perimeter is reigned by police cars. You can watch the show,
13 but you can't stop it." That's better. Politics, add that to
14 anything, nice filler, but it's not going to help your
15 circumstances. That's what the City's decided to do.

16 Building officials are usually the ones to make these
17 kind of decisions. Why would you want to put that in the
18 hands of politicians? That's what got us here today,
19 politicians, building officials who work under politicians,
20 politicians who allow the employees to create a hit list, to
21 create a list of houses that before any determination is made
22 they've decided they're going to tear them down. They look
23 bad. They look real bad. That's not the issue. The law
24 doesn't require the house to look good.

25 There was extensive testimony from Mr. McCray yesterday

1 about what the law does allow and what the law does require.
2 I'm not going to repeat all that. You heard it. The next
3 person to experience this hopefully will be able to rely on
4 politics. Thank you.

5 THE COURT: All right. Ladies and gentlemen, all of the
6 evidence has been presented to you in this case, the attorneys
7 have made their closing arguments and now is the time of the
8 trial when I charge you with the law to be applied in this
9 case.

10 During this trial, you and I have certain duties to
11 perform. As the trial judge, my responsibility is to preside
12 over the trial of this case. I also have the duty to rule on
13 the admissibility of evidence offered during this trial.
14 You're to consider only the evidence before you. If any
15 testimony was ordered stricken from the record during this
16 trial, you must disregard that testimony. You are to consider
17 only the testimony which has been presented from the witness
18 stand, any exhibits which have been made a part of the record
19 in this case and any stipulations of counsel.

20 I have the additional duty to charge you the law
21 applicable to this case. Your duty as jurors is to apply the
22 law as I now state it to you. If you have any idea as to what
23 the law is or what the law ought to be and your idea is
24 different from what I tell you the law is, you must disregard
25 your idea of what the law is or ought to be because you are

1 sworn to accept the law and apply the law exactly as I state
2 it to you.

3 In every case tried in this court before a jury, the jury
4 is the sole and exclusive judge of the facts. A trial judge
5 cannot comment on or make any statement about the facts in a
6 case. Since you are the sole judges of the facts, do not
7 think by anything I have said during the trial that I have any
8 opinion about the facts in this case. The law does not allow
9 me to have an opinion about the facts in this case.

10 The burden of proof in this case is by a preponderance of
11 the evidence. The Plaintiff bears the burden of proving his
12 case by a preponderance of the evidence.

13 Now, a preponderance of the evidence simply means the
14 greater weight of the evidence. It is evidence which, as a
15 whole, shows that the fact sought to be proved is more likely
16 true than not true. In other words, if you find that the
17 facts sought to be proved by the Plaintiff are more likely
18 true than not true, then the Plaintiff has proved his case by
19 a preponderance of the evidence and is entitled to a verdict
20 in this case. On the other hand, if you find that the facts
21 sought to be proved by the Plaintiff are more likely not true
22 than true, or that the facts supporting the defense are more
23 likely true than not true or are equally as true as the facts
24 sought to be proved by the Plaintiff, then the Plaintiff has
25 failed to prove his case by a preponderance of the evidence

1 and your verdict must be in favor of the Defendant.

2 The burden of proof -- excuse me. The preponderance of
3 evidence is not determined by the number of witnesses
4 testifying on a party's behalf. Instead, the preponderance of
5 evidence must be determined by the greater weight of all of
6 the evidence.

7 Necessarily, you must determine the credibility of
8 witnesses who have testified. Credibility simply means
9 believability. Your duty as jurors is to evaluate the
10 evidence and determine which evidence convinces you of -- it
11 is true.

12 In determining the believability of witnesses who have
13 testified, you may believe one witness over several witnesses
14 or several witnesses over one witness. You may believe a part
15 of the testimony of a witness and reject the remaining part of
16 the testimony of that same witness. You may believe the
17 testimony of a witness in its entirety or reject the testimony
18 of a witness in its entirety. You may consider whether the
19 witness has an interest in the result of the trial, whether
20 the witness is prejudiced towards either the Plaintiff or the
21 Defendant, the opportunity for the witness to have seen the
22 matters and things about which the witness may testify, and
23 the way the witness acts on the witness stand.

24 The rules of evidence ordinarily do not permit witnesses
25 to testify to opinions or conclusions. An exception to this

1 rule exists for witnesses we call expert witnesses. A witness
2 who, by education and experience, has become expert in some
3 art, science or profession, may give an opinion as to the
4 subject in which the witness claims to be an expert, and may
5 also give the reasons for the opinion.

6 You should consider any expert opinion given by a witness
7 and, like any other evidence, give it the weight you think it
8 deserves. If you decide that an expert witness' opinion is
9 not based on sufficient education and experience, or if you
10 decide that the reasons given in support of the opinion are
11 not sound or that the opinion is outweighed by other evidence,
12 you may disregard the opinion entirely. An expert witness'
13 testimony is to be given no greater weight than that of other
14 witnesses simply because the witness is an expert, and you do
15 not have to accept an expert's opinion, even though it's
16 uncontradicted.

17 The Defendant in this case is the City of Georgetown.
18 A government entity is liable for torts committed by its
19 employees in the same manner and to the same extent as a
20 private individual under like circumstances. Under state law,
21 when a civil violation is alleged to have been committed by
22 one or more employees of a government agency, the person
23 bringing the action shall name as the Defendant only the
24 agency or political subdivision for which the employee or
25 employees were acting and does not name the individual

1 employee or employees.

2 Now, the Plaintiff claims that the Defendant was grossly
3 negligent and should compensate the Plaintiff for the injuries
4 the Plaintiff suffered as a result of the Defendant's gross
5 negligence. In order to prove that the Defendant was grossly
6 negligent, the Plaintiff must first prove by a preponderance,
7 or greater weight, of the evidence the following things.

8 First, the Plaintiff must prove by a preponderance, or greater
9 weight, of the evidence that the Defendant owed the Plaintiff
10 a duty of care. This is a question of law which I decide.
11 Under state law, whenever a municipality of this state finds
12 that there exists in the municipality dwellings which are
13 unfit for human habitation due to dilapidation, defects
14 increasing the hazards of fire, accidents or other calamities,
15 lack of ventilation, light or sanitary facilities or other
16 conditions rendering such dwelling unsafe or unsanitary,
17 dangerous or detrimental to the health, safety or morals or
18 otherwise inimical to the welfare of the residents of such
19 municipality, such municipality may exercise its police powers
20 to repair, close or demolish any such dwelling. However, a
21 municipality must first adopt an ordinance setting forth the
22 procedures that must be followed in exercising its police
23 powers to repair, close or demolish a dwelling unfit for
24 habitation.

25 Therefore, I find as a matter of law that the Defendant

1 owed the Plaintiff a duty of care not to demolish or destroy
2 any of the Defendant's property unless done so in accordance
3 with the procedures of a legally adopted ordinance.

4 Now, since I find that the Defendant owed the Plaintiff a
5 duty of care, you must then decide whether or not the
6 Plaintiff has proved the following, first, the Plaintiff must
7 prove by a preponderance or greater weight of the evidence
8 that the Defendant breached the duty of care by a negligent
9 act or omission. Negligence means that a person has done
10 something that a reasonable person would not have done or has
11 failed to do something that a reasonable person would have
12 done in the same situation. Second, the Plaintiff must prove
13 by a preponderance or greater weight of the evidence that he
14 suffered damages as a result of the Defendant's breach of
15 duty. Third, the Plaintiff must prove by a preponderance or
16 greater weight of the evidence that the damages were
17 proximately caused by the Defendant's breach of duty.

18 Proximate cause is something that produces a natural
19 chain of events which, in the end, brings about the injury.
20 It is the direct cause of the injury. To prove that the
21 Defendant's negligence proximately caused the Plaintiff's
22 injury, the Plaintiff must first prove causation in fact.
23 This is proven by showing that the injury would not have
24 occurred but for the Defendant's negligence.

25 The Plaintiff must also prove legal cause. Legal cause

1 is proven by showing that the injury was foreseeable. This
2 means that the injury occurred as a natural and probable
3 consequence of the Defendant's negligence. The Plaintiff must
4 prove that some injury from the Defendant's negligence was
5 foreseeable, but does not have to prove that the particular
6 injury that occurred was foreseeable. However, the Defendant
7 cannot be held responsible for things which could not be
8 expected to happen.

9 Proximate cause does not mean the only cause. The
10 Defendant's act can be a proximate cause of the Plaintiff's
11 injury if it was at least one of the direct, concurring causes
12 of the injury.

13 Finally, the Plaintiff must prove by a preponderance or
14 greater weight of the evidence that the Defendant's actions
15 were grossly negligent. Gross negligence is the failure to
16 exercise a slight degree of care. A person who is so
17 indifferent to the consequences of his conduct as not to give
18 a slight care as to what he is doing acts with gross
19 negligence.

20 Violation of a state statute constitutes negligence per
21 se, and though it does not constitute gross negligence per se,
22 violation of a state statute may be considered as evidence of
23 gross negligence.

24 Now, if you decide that the Plaintiff is entitled to a
25 verdict, your next step would be to decide how much money the

1 Defendant should be required to pay.

2 In this case, I have ruled as a matter of law that the
3 Plaintiff, Willie Singleton, is not entitled to damages for
4 the demolition of the house located at 1929 Front Street in
5 Georgetown, South Carolina, since he was not the owner of the
6 house at the time it was demolished. Therefore, any damages
7 that may be recovered in this case are limited to the actual
8 damage to personal property owned by the Plaintiff, Willie
9 Singleton, proximately caused by the Defendant at the time the
10 house was demolished.

11 Now, in cases such as this, if you decide that the
12 Plaintiff is entitled to a verdict, the Plaintiff would be
13 entitled to recover his actual damages. Actual damages are to
14 compensate the Plaintiff for the Plaintiff's loss and to put
15 the Plaintiff, as near as possible, in the same position that
16 the Plaintiff was in before the incident occurred. In other
17 words, actual damages would be the actual losses and expenses
18 which the Plaintiff has suffered because of the Defendant's
19 gross negligence.

20 An owner of property may render an opinion as to the
21 value of his property. However, the evidence presented by the
22 Plaintiff as to damages should be such that the jury can
23 reasonably determine an appropriate amount. The existence,
24 causation or amount of damages cannot be left to conjecture,
25 guess or speculation.

1 When a Plaintiff is injured or damaged by the wrongful
2 act of another, the Plaintiff has a duty to reasonably try to
3 avoid and lessen the damages. Those damages which may be
4 avoided by the use of reasonable efforts, care and prudence by
5 the Plaintiff cannot be the proximate result of the
6 Defendant's wrongful act. Therefore, the Plaintiff cannot
7 recover for damages which reasonably might have been avoided.

8 The efforts required by the Plaintiff must be determined
9 by the rules of common sense and fair dealing and what a
10 person of ordinary reason and prudence would do under the same
11 circumstances.

12 The Plaintiff is not required to use unreasonable efforts
13 or great expense to avoid and lessen the damages. The
14 Defendant has the burden of proving a failure to lessen
15 damages on the part of the Plaintiff by the preponderance or
16 greater weight of the evidence.

17 The owner of property damaged by another's negligence
18 must use every reasonable effort to minimize the damage. If
19 you find that the Plaintiff has not done this, then the
20 Plaintiff may not recover for the full amount of the loss.

21 Now, there are two possible verdicts which you may find
22 in this case. No significance whatsoever is to be given to
23 the order in which I state these verdicts to you. I simply
24 have to state one first and one second.

25 The possible verdicts are, one, we, the jury, find in

1 favor of the Plaintiff, Willie Singleton, and grant the
2 Plaintiff judgment against the Defendant, City of Georgetown,
3 in the amount of and then you will determine the amount of
4 actual damages sustained by the Plaintiff or the second
5 possible verdict is we, the jury, find in favor of the
6 Defendant.

7 All twelve of you must agree on the verdict. Your
8 verdict cannot be based on sympathy, passion, prejudice,
9 emotion or any other consideration not in evidence in the
10 case.

11 Mr. Keough, as foreperson, when the jury agrees on a
12 verdict, you'll check the appropriate verdict on the verdict
13 form, fill in any necessary information and then sign your
14 name as foreperson.

15 All right. Now, you have been allowed to take notes
16 during the trial of this case. However, please remember that
17 some people are better note-takers than others. Jurors should
18 not be given any greater weight -- excuse me. Jurors' notes
19 should not be given any greater weight than the recollection
20 of other jurors. The recollections of individual jurors
21 should be considered as reliable as notes taken by any other
22 juror.

23 Now, I'm going to excuse you back to the jury room. You
24 can take your notepads with you this time, but please do not
25 begin deliberations. I have to check with the attorneys to

1 see if there are any additional charges or corrections I need
2 to make. If there are and I deem them appropriate I'll bring
3 you back in and make those additional charges or corrections.
4 If there are none then the exhibits will be brought back to
5 the jury room and the bailiff will instruct you to begin your
6 deliberations, but please do not begin your deliberations
7 until the bailiff instructs you to do so. Thank you very much.

8 (Whereupon, the following takes place outside the
9 presence of the jury.)

10 THE COURT: All right. Any additional charges or
11 exceptions to the charges by the Plaintiff?

12 MR. HENRY: No additional charges, just a renewal of my
13 objection to the mitigation charge.

14 THE COURT: All right. So noted. Any by the
15 Defense?

16 MR. BAXTER: Nothing, Your Honor, other than the -- our
17 previous request to charge as to the measure of damages is the
18 fair market value at the time.

19 THE COURT: All right. So noted. I'm going to stand by
20 my prior rulings.

21 All right. Let's make sure we've got all the exhibits.

22 (Exhibits reviewed by counsel for Plaintiff and Defendant
23 and approved. Alternate enters courtroom.)

24 THE COURT: All right. Let's go ahead and take those
25 exhibits and verdict form back to the jury and you can tell

1 them they can begin their deliberations. All right?

2 (Alternate excused by Court.)

3 THE COURT: All right. Anything from the Plaintiff
4 before we recess while the jury deliberates?

5 MR. HENRY: No, sir.

6 THE COURT: Anything from the Defense?

7 MR. BAXTER: Nothing, Your Honor.

8 THE COURT: All right. We'll stand in recess for the
9 jury while they deliberate. All right?

10 MR. HENRY: All right.

11 (Deliberations begin at 3:36 p.m.)

12 OFF THE RECORD

13 (On the record. The following takes place outside the
14 presence of the jury. Verdict reached at 4:55 p.m.)

15 THE COURT: All right. I understand the jury has reached
16 a verdict. Anything from the Plaintiff before we bring the
17 jury in?

18 MR. HENRY: No, sir.

19 THE COURT: Anything from the Defense?

20 MR. BAXTER: Nothing, Your Honor.

21 THE COURT: All right. Let's go ahead and bring the jury
22 in.

23 (Whereupon, the following takes place in the presence of
24 the jury.)

25 THE COURT: All right. Ladies and gentlemen, welcome

1 back. Mr. Keough, I understand the jury's reached a verdict;
2 is that correct?

3 FOREPERSON: That is correct, Your Honor.

4 THE COURT: All right. Have you completed the verdict
5 form?

6 FOREPERSON: I have.

7 THE COURT: All right. If you'd please hand it to the
8 bailiff.

9 (Complies with request.)

10 THE COURT: Thank you, sir.

11 (Court reviews verdict form.)

12 THE COURT: All right. I'll ask the Clerk of Court to
13 please publish the verdict.

14 THE CLERK: State of South Carolina, County of
15 Georgetown, Willie Singleton, Plaintiff versus City of
16 Georgetown, Defendant, Court of Common Pleas, 15th Judicial
17 Circuit, Case Number 2009-CP-22-00325, we, the jury find in
18 favor of the Plaintiff, Willie Singleton, and grant the
19 Plaintiff judgment against the Defendant, City of Georgetown,
20 in the amount of \$45,000, signed by Michael S. Keough, Jr.,
21 Foreperson, January 14th, 2016.

22 THE COURT: All right. If this is the verdict of the
23 jury please signify by raising your right hand.

24 (All jurors raise right hand.)

25 THE COURT: All right. Let the record reflect that all

1 jurors raised their right hand. Any further polling of the
2 jury by the Defendant?

3 MR. BAXTER: Your Honor, we would ask that the Court poll
4 the jury, please.

5 THE COURT: All right. All right. Ladies and gentlemen,
6 the Defense has requested that we poll the jury. What happens
7 in this case, the Clerk of Court will call your number one at
8 a time, and when she calls your number if you would please
9 stand and she's going to ask you two questions. The first
10 question is going to be, is this your verdict. The second
11 question is going to be is this still your verdict, and if you
12 would just respond to those questions when she calls your
13 number.

14 THE CLERK: Juror Number 59.

15 JUROR 59: Karen Gilmer.

16 THE CLERK: Was that your verdict?

17 JUROR 59: Yes, it is.

18 THE CLERK: Is that still your verdict?

19 JUROR 59: Yes, it is.

20 THE CLERK: You may be seated.

21 Juror Number 51.

22 Please state your name.

23 JUROR 51: Ma'am?

24 THE CLERK: Please state your name.

25 JUROR 59: Loney Ford.

1 THE CLERK: Is that your verdict, sir?

2 JUROR 51: Yes, ma'am.

3 THE CLERK: Is that still your verdict?

4 JUROR 51: Yes, ma'am.

5 THE CLERK: Thank you. You may be seated.

6 Juror Number 18.

7 JUROR 18: Edith Browne.

8 THE CLERK: Is that your verdict?

9 JUROR 18: Yes, ma'am.

10 THE CLERK: Is that still your verdict?

11 JUROR 18: Yes, ma'am.

12 THE CLERK: Thank you. You may be seated.

13 Juror Number 97.

14 JUROR 97: Michael Keough.

15 THE CLERK: Is that your verdict, sir?

16 JUROR 97: Yes, it is.

17 THE CLERK: Is that still your verdict, sir?

18 JUROR 97: Yes, it is.

19 THE CLERK: Thank you. You may be seated.

20 Juror Number 101.

21 JUROR 101: Melanie Kuhner.

22 THE CLERK: Is that your verdict, ma'am?

23 JUROR 101: Yes.

24 THE CLERK: Is that still your verdict, ma'am?

25 JUROR 101: Yes, it is.

1 THE CLERK: Thank you. You may be seated.
2 Juror Number 165.
3 JUROR 165: Nancy Voiselle.
4 THE CLERK: Is that your verdict, ma'am?
5 JUROR 165: Yes.
6 THE CLERK: Is that still your verdict, ma'am?
7 JUROR 165: Yes.
8 THE CLERK: Thank you. You may be seated.
9 Juror Number 122.
10 JUROR 122: Amy Newton.
11 THE CLERK: Is that your verdict, ma'am?
12 JUROR 122: Yes.
13 THE CLERK: Is that still your verdict?
14 JUROR 122: Yes, ma'am.
15 THE CLERK: Thank you. You may be seated.
16 Juror Number 55.
17 JUROR 55: Natia Gasque.
18 THE CLERK: Is that your verdict, ma'am?
19 JUROR 55: Yes.
20 THE CLERK: Is that still your verdict, ma'am?
21 JUROR 55: Yes.
22 THE CLERK: Thank you. You may be seated.
23 Juror Number 21.
24 JUROR 21: Amy Bunn.
25 THE CLERK: Is that your verdict, ma'am?

1 JUROR 21: It is.

2 THE CLERK: Is that still your verdict?

3 JUROR 21: It is.

4 THE CLERK: Thank you. You may be seated.

5 Juror Number 44.

6 JUROR 44: William Duncan.

7 THE CLERK: Is that your verdict, sir?

8 JUROR 44: Yes, ma'am.

9 THE CLERK: Is that still your verdict, sir?

10 JUROR 44: Yes, ma'am.

11 THE CLERK: Thank you.

12 Juror Number 140.

13 JUROR 140: Debra Rouse.

14 THE CLERK: Is that your verdict, ma'am?

15 JUROR 140: Yes, ma'am.

16 THE CLERK: Is that still your verdict, ma'am?

17 JUROR 140: Yes, ma'am.

18 THE CLERK: Thank you. You may be seated.

19 Juror Number 78.

20 JUROR 78: Bridget Hawkins.

21 THE CLERK: Is that your verdict, ma'am?

22 JUROR 78: Yes, ma'am.

23 THE CLERK: Is that still your verdict, ma'am?

24 JUROR 78: Yes, ma'am.

25 THE CLERK: Thank you. You may be seated.

1 Your Honor, the jury has been polled.

2 THE COURT: All right. All right. Ladies and gentlemen,
3 I want to thank you for your service not only in this case but
4 for this week. As I told you during qualifications a lot of
5 cases have been resolved simply because you're here ready to
6 hear the case. You've actually sat on a jury and you have
7 resolved this one, and I want to thank you for your service.
8 That will conclude your duties not only as jurors for this
9 case but for this week. We don't have anything else to be
10 tried the remainder of the week. So that will end your duties
11 as jurors for the week, and I want to thank you for your
12 service. You're free to go at this time. You've got a one-
13 year disqualification from serving jury duty. You've got a
14 three-year exemption. I hope you don't exercise the exemption
15 because we do need good jurors, and I want to thank you for
16 your service in this case, but you're free to go at this time.
17 Thank you very much.

18 (Whereupon, the following takes place outside the
19 presence of the jury.)

20 THE COURT: All right. I know the Rules of Civil
21 Procedure give you, I think, ten days for post-trial motions,
22 but any post-trial motions at this time?

23 MR. HENRY: Plaintiff would move for an additur.

24 THE COURT: Okay.

25 MR. HENRY: And in the alternative a new trial or new

1 trial absolute or a new trial nisi on the issue of damages.

2 THE COURT: All right. What's the Defendant's position
3 on that?

4 MR. BAXTER: Your Honor, the -- I mean, our position is
5 actually the amount of the verdict exceeds the testimony by
6 the Plaintiff as to the, the amount of the property damage.
7 He said there was 35,000 plus I think he said 1400 for some
8 furniture and \$1000 for some other items. Now, there was some
9 testimony about he couldn't put a price on something, but, you
10 know, that, that would be leaving it up to the jury for
11 speculation, etcetera, etcetera. So actually the amount of
12 the verdict exceeded the, the, the damage testimony.

13 THE COURT: All right. Anything in reply?

14 MR. HENRY: The amount of the damages specified in the
15 case, the, the verdict does exceed that amount but, well,
16 presumably it exceeds that amount. Mr. Singleton did testify
17 that the property which was the tapes, the one-of-a-kind tapes
18 that he had he could not put a price on, but he gave a
19 speculative price that he would put on it and the jury
20 apparently considered the fact that it's irreplaceable and so
21 they probably considered that in their verdict.

22 THE COURT: Okay. All right. Your motion's noted. I'm
23 going to deny it. I think the jury -- I don't see grounds to
24 add to the verdict. All right. Anything further?

25 MR. HENRY: Nothing further from the Plaintiff, Your

1 Honor.

2 THE COURT: All right. Anything from the Defense?

3 MR. BAXTER: Your Honor, could we -- I, I would like to
4 exercise the ten-day rule --

5 THE COURT: You can do that.

6 MR. BAXTER: -- just to consult with -- decide what we
7 want to do.

8 THE COURT: All right. That'll be fine. The Rules of
9 Civil Procedure, whatever the time limits they say. I know
10 off the top of my head you've got a ten day on some motions.
11 So you can exercise that time.

12 MR. BAXTER: Okay.

13 THE COURT: All right.

14 MR. BAXTER: Thank you.

15 THE COURT: Thank you very much.

16 MR. HENRY: Thank you, Your Honor.

17 THE COURT: Anything further before we adjourn?

18 MR. HENRY: Nothing further from the Plaintiff.

19 THE COURT: All right. Court is adjourned.

20 (Adjourned.)

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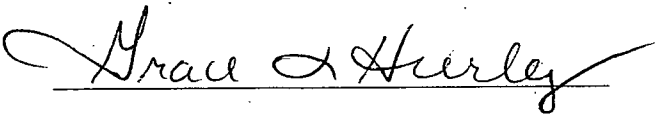
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C E R T I F I C A T E

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4 I, the undersigned, Grace L. Hurley, Official Court
5 Reporter for the State of South Carolina, do hereby certify
6 that the foregoing is a true, accurate and complete Transcript
7 of Record of the Trial held in the case of Willie Singleton
8 versus City of Georgetown, held in the Court of Common Pleas
9 for Georgetown County, Georgetown County Courthouse,
10 Georgetown, South Carolina, on January 11 through 14, 2016.

11 I do hereby certify that I am neither of kin, counsel,
12 nor interest to any party hereto.
13
14
15

16 

17 Grace L. Hurley, CVR-CM-M

18 Official Reporter
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23
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25 April 30, 2016.

1

2 State of South Carolina) Court of Common Pleas
3 County of Georgetown) 2009-CP-22-00325

4

5

6 Willie Singleton)

7

8 vs.)

9

Transcript of Record

10 City of Georgetown,)
11 Stephen Stack, et al.)

12

13

April 23, 2015

14

Georgetown, South Carolina

15

BEFORE:

16

Honorable Eugene Griffith, Judge.

17

18 APPEARANCES:

19 Joseph Henry, Esq.
20 Attorney for the Plaintiff

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22 Davis Inabnit, Esq.
23 Attorney for the Defendant

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Teresa J. F. Bautz, RPR
Official Court Reporter

ORIGINAL

E X H I B I T S

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NO. DESCRIPTION

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No exhibits submitted.

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1 (The hearing commenced at approximately
2 10:27 a.m.)

3 THE COURT: Singleton versus Stack; is that right?

4 MR. HENRY: Yes, Your Honor.

5 MR. INABNIT: Yes, Your Honor.

6 THE COURT: Is there two motions for summary
7 judgment?

8 MR. INABNIT: Your Honor, there somewhat is. Your
9 Honor, I represent -- Davis Inabnit representing the
10 City of Georgetown. There was a motion filed back in,
11 and I'm not even sure, back in 2009. And, Your Honor,
12 in fact, that was before I was even working over at
13 Richardson Plowden. But this case has had somewhat of
14 a long, drawn out procedural history.

15 There's been appeals, there's been motions for
16 summary judgment previously to dismiss the other
17 Defendants. And I brought the summary judgment and
18 motion to dismiss, but all of the other Defendants
19 other than the City of Georgetown have been dismissed
20 out of the suit. And that was a motion that's my
21 understanding was pending before it went up on appeal
22 with regards to the dismissal of the other individual
23 Defendants.

24 Once a decision was rendered, a motion for summary
25 judgment was then filed, which is the 2013 motion

1 basically for summary judgment.

2 THE COURT: So it's basically the same motion, and
3 it got filed before the appeal and again after the
4 appeal out of an abundance of caution?

5 MR. INABNIT: For the most part, yes, Your Honor.

6 THE COURT: Is that your understanding, Mr. Henry?

7 MR. HENRY: I'm not sure exactly what happened in
8 that regard. I was not served with a second copy. The
9 only one I'm aware of is the one that was filed before
10 the appeal.

11 THE COURT: Okay. Either way it may --

12 MR. HENRY: So it may just have been that, I
13 think, Mr. Baxter wrote to the Court and asked the
14 Court to schedule the motion because the motion was
15 postponed pending the appeal.

16 THE COURT: It was just postponed for almost four
17 years?

18 MR. HENRY: That's correct.

19 THE COURT: Well, have y'all forgotten the case,
20 or do we know you're all pretty familiar with it now?

21 MR. HENRY: Well, there was a whole lot of legal
22 maneuvering, and Mr. Singleton handled his appeal pro
23 se.

24 THE COURT: Did he really?

25 MR. HENRY: And so that's kind of where things

1 went. I was kind of sitting it out, waiting on them to
2 finish the appeal.

3 THE COURT: And then you picked it back up when it
4 came back?

5 MR. HENRY: Then I picked it back up.

6 THE COURT: Okay.

7 MR. HENRY: And one thing I'd also point out, I'm
8 not sure whether both of Mr. Singleton's cases are on
9 the roster. He had two cases, one that I represented
10 him in was the one against the City with the city
11 officials named in it. And I think he had a separate
12 pro se case that he filed against the City.

13 MR. INABNIT: That was, I think, a separate
14 matter.

15 MR. HENRY: Yeah. That's a separate case from
16 what I'm here for.

17 THE COURT: All right, give me a factual nutshell
18 or facts in a nutshell, so I can get an idea of what's
19 going on here between Mr. Singleton and the City.

20 MR. INABNIT: Okay, Your Honor. This case arises
21 basically out of the City of Georgetown ended up
22 raising and demolishing a home based on, I mean, it's
23 alleged nuisance, which is what -- there were documents
24 that were sent to what the owners, at least as we
25 acknowledge or feel the owners to be were of the

1 property. Nothing was ever -- I mean, basically they
2 were notified this is an issue basically where
3 Mr. Singleton has alleged damages as a result of the
4 demolition of a home.

5 The issue that we're here for today is with
6 regards to whether Mr. Singleton has standing to bring
7 this suit against the City of Georgetown based upon
8 whether he has any ownership interest in the property
9 at issue. We've submitted also last Friday when I
10 submitted the memorandum in the previous case, I also
11 submitted one in this one as well, Your Honor, which I
12 tried to, at least as best as possible, flush out
13 enough of the facts and be brief.

14 To the extent of the procedural history, like I
15 said, this case had been up on appeal, it's come back.
16 The only claims that are still present are against the
17 City of Georgetown. It's our contention, Your Honor,
18 that Mr. Singleton does not have standing as he has no
19 ownership interest in the property.

20 Mr. Singleton has brought this suit as Willy
21 Singleton, and says, and Julia Thomas heirs of law
22 Victoria Gadson, deceased. Presently, Your Honor, it's
23 my understanding Julia Thompson is deceased.
24 Supposedly, at least based on Mr. Singleton's own
25 deposition testimony, his only ownership or claim to

1 ownership in this property is as a result of a
2 basically a gifted deed where he as the purported power
3 of attorney, attorney in fact, executed a deed from
4 Julia Thomas as attorney in fact to himself, which he's
5 acknowledged in his deposition, and it was made part of
6 the exhibits that were attached to the memorandum I
7 submitted, Your Honor, wherein he acknowledges in his
8 deposition, page ten, line five, he was asked: And the
9 deed to you was a gift from your sister; correct?
10 That's correct.

11 You did not pay her for that? That is correct.

12 He acknowledges that both by his own testimony,
13 also by the affidavit that was attached to the deed
14 when it was recorded, which is the statutory tax
15 exemption as far as whether there are any recording
16 stamps, recording fees due which it specifically
17 provides that it was for under \$100 or which is what I
18 call a \$5 deed, which he executed to himself as
19 attorney in fact for Julia Thomas.

20 It's our contention that a deed by an attorney in
21 fact, power of attorney, is itself void absent the
22 power of attorney specifically and explicitly providing
23 that the person has the right to make gifts to
24 themselves. As Mr. Singleton, he submitted, or Mr.
25 Henry submitted a memorandum the other day. He

1 referenced that some of the language out of the general
2 power of attorney which we attached to our memorandum,
3 Your Honor, where it says that -- basically that these
4 are broad powers will exist even after you become
5 disabled and incompetent.

6 It says, notice, this is an important document.
7 Before signing this document, you should know these
8 important facts. The purpose of this power of attorney
9 is to give the person whom you designate your agent
10 broad powers to handle your property, which may include
11 power to pledge, sell or otherwise dispose of any real
12 or personal property without advance notice to you or
13 approval by you.

14 In the power of attorney and as case law in South
15 Carolina provides, for a power of attorney to self gift
16 anything under an attorney in fact, the power of
17 attorney must expressly provide for that power. This
18 attorney or power of attorney does not provide that.
19 In fact, I'd go as far as to say if you read it -- and
20 Your Honor, I don't know, do you have a copy of the
21 power of attorney? If not, I can...

22 THE COURT: Oh, don't bother. I don't really care
23 to see it.

24 MR. INABNIT: Okay.

25 THE COURT: Let me ask you this. Does the City

1 have standing to challenge the power of attorney, does
2 it got to be one of the owners of interest to have that
3 standing, I mean?

4 MR. INABNIT: And that is what he brought up, Your
5 Honor, that I also have --

6 THE COURT: Well, why does Georgetown care if the
7 sister gave to the brother and the brother...

8 MR. INABNIT: Standing is of itself, Your Honor,
9 it has to be a proper party to pursue a claim.

10 THE COURT: Right.

11 MR. INABNIT: We're saying it's void, he does not
12 have an interest. Plus as --

13 THE COURT: Well, I mean, do you have standing to
14 point that out?

15 MR. INABNIT: Yes, sir. Well, at least, Your
16 Honor, based on Brison v. Brison which granted was a
17 personal representative, that same argument was made
18 which the Court in that found that 370 or 378 SC 502 --
19 and I have copies, Your Honor, if you would like to see
20 it -- basically provides in pertinent parts that unless
21 a party properly challenges the opposing party's status
22 as real party in interest, such a challenge is waived.

23 If we don't raise it, Your Honor, we don't have
24 the ability to raise that issue. We can't -- I mean,
25 otherwise the Defendant -- I mean, the Plaintiff in

1 this case can make claims against anyone under a power
2 of attorney. If he doesn't have standing in that
3 property, which we assert he doesn't, Your Honor, as if
4 the deed itself is void, he doesn't have authority.
5 Basically that deed is a, for lack of a better word, is
6 a nullity. And he doesn't have standing to pursue this
7 claim as an owner, he doesn't own the property.

8 THE COURT: But Georgetown doesn't want the
9 property. So if the property taxes are being made and
10 it's been deeded to the guy that conveyed them -- I
11 mean, my father found a piece of property he didn't
12 think had a deed to it one time, and he deeded it to
13 himself without a power of attorney. Eventually held
14 it 20 years, and it passed to his estate, and I sold it
15 after he died. Seriously, he deeded a piece of
16 property to himself; who's to challenge that?

17 MR. INABNIT: Did you try to sue the City, though?
18 That's the difference.

19 THE COURT: No.

20 MR. INABNIT: They're trying to collect funds from
21 the City when it's not even the -- we don't -- who's to
22 say they are the appropriate person. We can't pay
23 somebody if there was a claim assuming arguendo that
24 claims were made --

25 THE COURT: Let me ask you this, let me ask you

1 this. When the City condemned the property as a
2 nuisance, did they sue him?

3 MR. INABNIT: They sent notices to who was on the
4 tax notice who happened to be his brother, who he says
5 doesn't have an interest in it, who he never notified
6 him. And we we're saying, Your Honor, he's not the
7 proper party, he does not have an ownership interest in
8 this.

9 THE COURT: Well, I understand what you're saying.
10 I was city attorney for 15 years, I've done what you're
11 doing. I'm very familiar with this who owns the
12 property question, and it's -- it can go in many
13 directions. But I'm just wondering, why does the City
14 of Georgetown have the ability to question a power of
15 attorney from a brother and sister to, you know, and
16 say that deed's a nullity? That's what my question is,
17 why would you have that ability?

18 MR. INABNIT: Yeah. Your Honor, it is our
19 contention that if you don't -- we're the only ones who
20 can, at least in this instance, have to question
21 whether that deed is valid. That deed is saying he
22 does not have an interest unless we question it as in
23 the case Brison v. Brison states, unless a party
24 promptly challenges the opposing party's status as a
25 real party in interest, such a challenge is waived.

1 It says a -- it goes on to say, in quotes, of
2 another case, a challenge to a party status, a real
3 party in interest must be made promptly, or the Court
4 may conclude the point has been waived.

5 How do we make that assertion which we assert
6 and --

7 THE COURT: Well, wait a minute, let me ask you
8 this. If this house was in such a condition that it
9 got torn down because it was dilapidated, created a
10 nuisance or whatever the reason was, what are y'all
11 arguing over? I mean, what's left; what's he want? I
12 mean, they are not going to build the house back for
13 him, the house is in that bad of shape.

14 MR. HENRY: Mr. Singleton was in the process of
15 making corrections on the house at the time the house
16 was torn down. So Mr. Singleton had some investment in
17 the house, and he was going to bring the house back.
18 During the time that his repairs were being made,
19 that's when the house was torn down by the City.

20 And his contention is that it was an improper
21 taking by the City, because the City went in and
22 basically destroyed a property that he was in the
23 process of rehabbing. And so when they did that, they
24 took away his investment and the value of the property
25 as it was to him at the time.

1 THE COURT: His investment being some of his time
2 and effort but not the money he paid his sister.

3 MR. HENRY: Well, the time and effort and the
4 materials that he was putting into the property. And
5 he also had some personal items that were in the barn,
6 I believe, that was on -- not the barn, garage that was
7 on the premises. And those items were also taken away.

8 Mr. Singleton in his working -- his earlier
9 working life had been a tailor, and he had his sewing
10 machines and all of those things stored there. So when
11 the City tore down the house and tore down the garage,
12 they got rid of all this stuff. So all of those
13 personal items along with the value of the house was
14 what he lost..

15 And the argument that we're making -- I'm sorry, I
16 don't know whether you --

17 THE COURT: I kind of stopped him where he was.
18 But I'll come back to you Mr. Inabnit.

19 MR. INABNIT: All right.

20 MR. HENRY: In our opposition, we are alleging
21 that the City doesn't have standing to raise the issue
22 of the validity of the deed, because the City is not
23 the fiduciary -- doesn't have the fiduciary
24 relationship with Mr. Singleton that would have existed
25 between Mr. Singleton and his sister. The case law

1 that I've reviewed on this indicates it's usually a
2 case involving family members or the grantor of the
3 power of attorney challenging the actions of the power
4 of attorney being used by the person who was given the
5 power of attorney in a way that's inconsistent with the
6 wishes of either the grantor or the interests of those
7 claiming through the grantor.

8 The City stands in none of those positions..
9 Therefore the City is not in a position to say, it is a
10 breach of fiduciary duty for you to transfer property
11 pursuant to this power of attorney because the City
12 doesn't have any kind of fiduciary relationship with
13 Mr. Singleton.

14 The only party who could challenge that is
15 deceased. The party did not challenge that during her
16 lifetime; therefore, that fiduciary duty died with her.
17 There is no party at this point who can challenge what
18 Mr. Singleton did. Because in order to do so, you
19 would have to delve into the propriety of the actions
20 that Mr. Singleton took by analyzing the relationship
21 and/or the duties and responsibilities created by the
22 document. Those duties and responsibilities were
23 exercised by Mr. Singleton, could have been challenged
24 by his sister or anyone else claiming through or from
25 her.

1 None of that was done during her lifetime. That
2 fiduciary duty is now extinguished. There is no other
3 fiduciary, and all of the case law that I've reviewed
4 indicates that these cases turn on breach of fiduciary
5 duty for self-dealing.

6 THE COURT: Another question y'all tell me. The
7 sister that's now deceased, is he the sole heir at law,
8 or does she have children?

9 MR. HENRY: I'm not aware of any children that she
10 had. And no one has come forward to challenge
11 Mr. Singleton's ownership of this property other than
12 the City. And the City didn't challenge the deed when
13 Mr. Singleton filed it. So I believe that the ability
14 to challenge that transaction extinguished when the
15 heir who gave Mr. Singleton power the attorney passed
16 away.

17 THE COURT: Now, when she passed away, was that
18 before the condemnation or after?

19 MR. HENRY: That was -- I think it was be --
20 actually, Your Honor, don't let me tell the Court
21 something that I'm not sure of.

22 THE COURT: Yeah, sure.

23 MR. INABNIT: It was after, Your Honor, based on
24 his deposition testimony.

25 THE COURT: I mean, it's been going on so long, it

1 could have been either.

2 MR. INABNIT: He testified that she died a few
3 months before at his deposition, which the deposition,
4 Your Honor, was taken.

5 THE COURT: I mean, doesn't make -- it would
6 follow that the deed would be prepared and recorded,
7 and then he would, if he's going to undertake the
8 repairs, he would do it after he recorded the deed.
9 Because if she was in bad health, she didn't have money
10 to fix up a house.

11 MR. HENRY: Nor did she have the interest in
12 fixing it up. So that's why she put him in the
13 position to do that.

14 THE COURT: It's always my observation in cases
15 like this is the one that's doing the fixing up has a
16 different mind's eye view of what the dwelling looks
17 like as opposed to what the City building inspector has
18 a mind's eye view. It's quite different.

19 MR. HENRY: Yes, sir. I used to be a county
20 attorney, Your Honor, so I know exactly what you mean.

21 THE COURT: Beauty is in the eye of the beholder,
22 or lack thereof.

23 MR. HENRY: So this is an unfortunate set of
24 circumstances. And I think that there was a history
25 between Mr. Singleton and the City of Georgetown, they

1 do not set horse, and so that's played into this, I
2 think, in some respects.

3 THE COURT: I can understand that.

4 MR. HENRY: But we think that Mr. Singleton was
5 the only party who would be able to -- well,
6 Mrs. Thomas would be the only person who could
7 challenge what Mr. Singleton did.

8 THE COURT: Is that the sole basis of the summary
9 judgment motion is that one issue?

10 MR. INABNIT: Your Honor --

11 THE COURT: Or is there more things to it?

12 MR. INABNIT: There's more to what he just said,
13 Your Honor --

14 THE COURT: I understand the ownership thing.

15 MR. INABNIT: -- that I would like to address.
16 One is whether we have the authority to address it.
17 That situation, and even though as Mr. Henry has
18 pointed out correctly, the majority of the case law
19 does happen to deal with families, but that's because
20 that's normally --

21 THE COURT: Where it arrives..

22 MR. INABNIT: -- who's involved. However, it is
23 no different than us questioning the authority and
24 saying you don't have the ability to do this based on a
25 power of attorney, is no different than a bank, someone

1 coming in and Mr. Singleton coming in with a power of
2 attorney saying, hey, I want to do something or take
3 out a loan under my sister's name. Here's my power of
4 attorney, being if there's a question it or him being
5 able to sue somebody --

6 THE COURT: All right. Here's the question of
7 fact I got for you that I'll probably deny your motion
8 on that basis, is either she owned it or he owned it.
9 So if she owned it the work he was doing was under the
10 authority of the power of attorney for her benefit
11 until her death, so he has standing. Or you don't have
12 standing to question the deed, and he has standing.

13 MR. INABNIT: Your Honor, it's my --

14 THE COURT: Either way, he can put money in the
15 house, either under the power of attorney or under his
16 own ownership.

17 MR. INABNIT: Your Honor, it's my understanding no
18 money had been put into the house at the time.

19 THE COURT: Well, there's another question of
20 fact, he said it has.

21 MR. INABNIT: And I think in his own deposition
22 testimony, he said it had not. And if you can give me
23 a moment, I wasn't looking to really address that but
24 I'll...

25 THE COURT: I'm just looking for a scintilla.

1 MR. HENRY: Based upon the dealings that I've had
2 with Mr. Singleton and the representations he'd made to
3 me, he was in the process of doing some work on the
4 house.

5 THE COURT: Well, you said he had some personal
6 property in the garage also?

7 MR. HENRY: Yeah, he had personal property in the
8 garage as well.

9 THE COURT: All right.

10 MR. INABNIT: In that case, Your Honor, though, he
11 brought it not in his name, he brought it in the name
12 of someone else which he does not have authority as the
13 owner of that real property.

14 MR. HENRY: We can amend and correct the caption
15 of the case, if necessary.

16 MR. INABNIT: The point being he doesn't have
17 ownership of the real estate. The deed itself is void
18 based on South Carolina law. He cannot gift the
19 property to himself absent an express authorization in
20 the power of attorney which is not there.

21 MR. HENRY: Then the Court would have to inquire
22 into the language of the power of attorney which
23 specifically says: My attorney in fact shall act in my
24 name, place and stead in any way in which I myself
25 could do if I were personally present.

1 Then you have the culmination of actions that the
2 power of attorney -- that the grantor is giving to the
3 person who received the power of attorney that says
4 that the grantor is to initial each action that the
5 person is authorized to take.

6 THE COURT: Sounds like it.

7 MR. INABNIT: And I'd point out that paragraph G,
8 though, Your Honor, of that same power of attorney says
9 gifts to charities and individuals other than attorney
10 in fact agent expressly provides that there is -- by
11 implication you cannot say if it expressly provides
12 other than attorney in fact and agent that he was
13 authorized to make gifts to himself, able and
14 authorized to make gifts to charities and individuals
15 other than attorney in fact and agent.

16 THE COURT: All right. I think y'all need a
17 hearing. That sounds like a factual question to me
18 several times over. I'm not going to grant your
19 summary judgment on that power of attorney.

20 MR. HENRY: Thank you, Your Honor.

21 MR. INABNIT: Thank you, Your Honor.

22 (Discussion off the record.)

23 THE COURT: Just out of caution, both summary
24 judgments will be denied. I'll do a Form 4 on them.

25 MR. INABNIT: Thank you, Your Honor.

1 MR. HENRY: Thank you, Your Honor.

2 (The hearing concluded at approximately

3 10:50 a.m.)

4 (End of Transcript of Record.)

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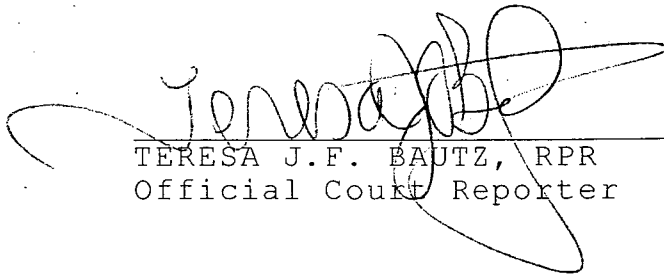
25

1 CERTIFICATE OF REPORTER

2
3 STATE OF SOUTH CAROLINA)
4 COUNTY OF HORRY)

5
6 I, TERESA J.F. BAUTZ, Official Court
7 Reporter for the Fifteenth Judicial Circuit of the
8 State of South Carolina, do hereby certify that the
9 foregoing is a true, accurate and complete Transcript
10 of Record of the proceedings had and evidence
11 introduced in the trial of the captioned case, relative
12 to appeal, in the Court of Common Pleas for Georgetown
13 County, South Carolina, on the 3rd day of April, 2016.

14
15 I FURTHER CERTIFY that I am neither of
16 kin, counsel nor interest to any party hereto.

17
18
19
20 
TERESA J.F. BAUTZ, RPR
21 Official Court Reporter
22
23
24
25

Common Pleas
Clerk : Alma Y. White
P. O. Box 479
Georgetown, SC 29442
Phone:(843) 545-3114 Fax:(843) 545-3003

Singleton (old)
"Trial Exhibits"

Received From: Richardson Plowden & Robinson, P.A.

Date : 6/9/2016

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RECEIPT # 34189
Clerk: c22vtompk

Payment Type:	Check	\$25.75	Reference # 5417
Total Paid		25.75	Comment:

Total Received	\$25.75
Change Due	\$0.00

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NUMBER 2009-CP-22-325.

Willie Singleton,

Plaintiff,

vs.

City of Georgetown,

Defendant.

VERDICT

FILED
GEORGETOWN COUNTY, SC
2016 JAN 19 AM 9:47
ALMA Y. WHITE
CLERK OF COURT

(Check one)

- ☒ We, the jury, find in favor of the **plaintiff, Willie Singleton**, and grant the plaintiff judgment against the defendant, City of Georgetown, in the amount of:

\$ 45,000;

- ☐ We, the jury, find in favor of the **defendant, City of Georgetown**.

January 14, 2016


Michael S. Keough, Jr.
Foreperson

PENGAD 800-631-6889

COURTS	EXHIBIT NO. _____ /
IDENTIFICATION/EVIDENCE	DKT # _____
DATE: _____	

Michael Sheeogan
QTP

1-12-14

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN)

FOR THE FIFTEENTH JUDICIAL CIRCUIT

Willie Singleton and Julia Thomas,
Heirs at Law of Victoria Gadson,
deceased,

Case No. 2009-CP-22-0325

Plaintiff,

REQUEST TO CHARGE NO. ____

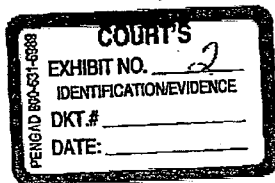
vs.

City of Georgetown,

Defendant.

If personal property is completely destroyed, the measure of damages is fair market value at the time of the loss of destruction.

Duke Power Co. v. Thornton, 401 S.E.2d 195 (Ct. App. 1991).



**SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING & REGULATION
BEFORE THE BUILDING CODES COUNCIL**

In the Matter of:

Stephen Stack
City of Georgetown Building Official
P.O. Box 939
Georgetown, S.C. 29442

Case No. 2007-11

Respondent.

CONSENT AGREEMENT

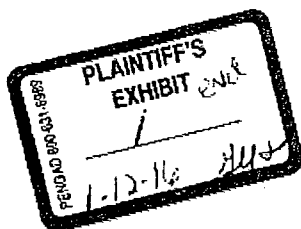
By agreement of the South Carolina Building Codes Council (Council) and the above named Respondent, the following disposition of this matter is entered pursuant to the provisions of S.C. Code of Laws. §1-23-320(f) (1976, as amended) of the South Carolina Administrative Procedures Act:

FINDINGS OF FACT

1. Respondent is licensed as a provisional building official (BCO.2047) in South Carolina and was so licensed at all times relevant to the matters asserted in this case. The Council has jurisdiction over the Respondent and the subject matter herein.
2. In April 2007, the Respondent demolished a residential structure that was owned by Willie Singleton at 1929 Front Street, Georgetown, South Carolina.
3. The Respondent failed to follow the provisions of the South Carolina Code of Laws as required to demolish (tear down) the structure.
4. Respondent waives any further findings of fact with respect to this matter.

CONCLUSIONS OF LAW

Respondent further admits that as a result of the previous admissions herein, Respondent has violated S.C. Code of Laws §31-15- 30 (1976, as amended). Respondent waives any further conclusions of law with respect to this matter.

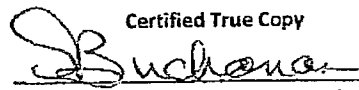


Certified True Copy

[Signature]
FOIA & Governmental Affairs Coordinator
Communications & Governmental Affairs
SC Dept. of Labor, Licensing & Regulation

THEREFORE, IT IS ORDERED WITH RESPONDENT'S CONSENT THAT

1. Respondent is herein issued a public reprimand. Respondent's license shall be placed on a six-month probationary period. Respondent shall adopt an ordinance covering the correct procedures in the demolishing of a residential structure within the six-month probation period.
2. It is further understood and agreed that if Respondent fails to abide by any of the aforementioned terms and conditions then Respondent's license may be immediately temporarily suspended pending hearing into the matter and until further Order of the Council.
3. It is further understood and agreed that this Consent Agreement does not satisfy, prejudice, or stay any disciplinary action currently pending before the Council or which may be filed in the future.
4. It is further understood and agreed that Respondent has full knowledge that he has the right to a hearing and to be represented by counsel in this matter, and freely, knowingly, and voluntarily waives such rights by entering into this Consent Agreement. Respondent understands and agrees that by entering into this Consent Agreement he voluntarily relinquishes any right to judicial review of this or any other Council action(s) which may be taken concerning this and any related matters. Respondent understands and agrees that this Consent Agreement will not become effective unless and until approved by the Council. Respondent understands and agrees that this Consent Agreement, if approved, will be disseminated as a public action of the Council in the manner provided by law. Respondent understands and agrees that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding or prejudice the right of the Council to adjudicate this matter.
5. Pursuant to the South Carolina Freedom of Information Act, this Consent Agreement, with attachments, is a public document.
6. This Consent Agreement shall take effect upon approval of the Council and the service upon Respondent or Respondent's counsel.

Certified True Copy

FOIA & Governmental Affairs Coordinator
Communications & Governmental Affairs
SC Dept. of Labor, Licensing & Regulation

AND IT IS SO ORDERED.

SOUTH CAROLINA BUILDING CODES COUNCIL

2-3-08, 2008

Frank P. Hodge, Jr.
Frank P. Hodge, Jr., Chairman

I CONSENT:

Stephen Stack
Stephen Stack, Respondent

11-30-07
(Date)

[Signature]
Attorney for the Council

12/11/07
(Date)

Certified True Copy
[Signature]
FOIA & Governmental Affairs Coordinator
Communications & Governmental Affairs
SC Dept. of Labor, Licensing & Regulation

SENDER COMPLETE THIS SECTION		ADDRESSEE COMPLETE THIS SECTION	
☐ Complete Return Address and Return Receipt ☐ Print the return address on the reverse so that we can return the card to you ☐ Attach this card to the back of the mail piece or on the front if no return permit		☐ Return ☐ Address	
1. Article Address MR STEPHEN STACK CITY OF GEORGE TOWN PO BOX 989 GEORGETOWN, SC 29412		B. Received by (Print Name) [Signature] Date of Delivery [Date]	
2. Article Number (Transfer from service tag)		D. Is delivery address different from B? ☐ Yes ☐ No If Yes, enter delivery address below:	
PS Form 3811, February 2004		C. Service Type ☐ Registered Mail ☐ Express Mail ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ G.O.D. A. Return Receipt (Article Fee) ☐ Yes	
7006 3450 0003 4395 2551		Domestic Return Receipt	

Certified True Copy

Buchanan

FOIA & Governmental Affairs Coordinator
 Communications & Governmental Affairs
 SC Dept. of Labor, Licensing & Regulation

0627

City of Georgetown

Building Department

120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 527-1285

Jason Goude, Building Official

NOTICE OF UNSAFE STRUCTURE

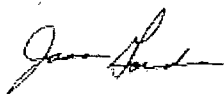
Date: 5/31/2006
Attn: Victoria Gadson
Tax Map #: 5-17-162
Subject: 1929 Front St.

Dear Victoria Gadson,

The City of Georgetown Building Department is hereby serving notice that the subject property cited above has been declared unsafe due to inadequate maintenance. This department has conducted a general inspection of the property and has found it to be in desperate need of repair.

Please notify the City of Georgetown Building Department immediately concerning the terms of this notice, as we will do everything that we can to assist you in resolving this matter. An appointment for a formal inspection must be set up and conducted before the proper permits can be issued to do any and all work. Affirmative action regarding this issue must take place within thirty (30) days of the date of this notice. Failure to comply with this notice will result in this building being condemned.

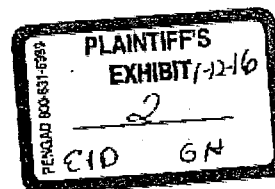
Jason Goude



Building Official

City of Georgetown

Building Department
120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442



Victoria Gadson
7764 Clements Rd.
Wyncote, PA 19095

Willie Singleton

ROA 063633

City of Georgetown
Building Department

120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 527-1285

Jason Goude, Building Official

SECOND NOTICE OF UNSAFE STRUCTURE

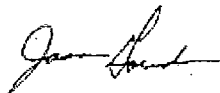
Date: 7/7/2006
Attn: Victoria Gadson
Tax Map #: 5-17-162
Subject: 1929 Front St.

Dear Victoria Gadson,

The City of Georgetown Building Department is hereby serving notice that the subject property cited above has been declared unsafe due to inadequate maintenance. This structure must be made safe or taken down immediately. A notice was sent out to on May 31, 2006 stating that affirmative action regarding this issue must take place within thirty (30) days. Thirty days have expired without anyone notifying the City of Georgetown Building Department that action is being taken to remedy the unsafe condition of the property cited above. Therefore, the City of Georgetown Building Department is following the guidelines of the 2003 International Building Code and South Carolina state law by posting an Unsafe Structure Notice on the premises and issuing this second notice.

If the City of Georgetown Building Department is not notified immediately concerning the terms of this notice, we will begin to acquire bids to have the structure demolished. Affirmative action regarding this issue must take place within thirty (30) days of the date of this notice. Failure to comply with this notice will result in this building being condemned.

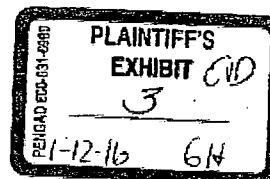
Jason Goude



Building Official

City of Georgetown

Building Department
120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442



Victoria Gadson
7764 Clements Rd.
Wyncote, PA 19095

Willie Singleton

0629
RoA 34



Permit # _____
(Office Use)

City of Georgetown Building Permit Application

Location: <u>1929 Front St</u>		Zoning: <u>R-5</u>
TMS#: <u>517-162</u>		Proposed Use: _____
Owner: <u>Suba Thomas (with Son)</u>		Mailing Address: _____
Phone #: <u>843-527-0039</u> <u>6344-3101</u>		Fax: _____
Contractor: <u>Willie Singleton</u>		Mailing Address: <u>96 FORT ST</u>
Phone #: <u>843-527-0039</u>		Fax: _____
City Business License # _____		State License # <u>KBE-978</u> Exp. Date: <u>6-30-06</u>
Architect _____ Designer _____ Name: _____		
Mailing Address: _____		
Phone #: _____ Fax: _____		
Engineer(s): _____		
State Registration #: _____ Mailing Address: _____		
Phone #: _____ Fax: _____		
Type of Work: ☐ New ☐ Addition ☐ Alteration ☒ Repair		
☐ Move ☐ Remove ☐ Electric ☐ Plumbing		
Explain: <u>ROOF</u> ☒ <u>door</u> ☒ <u>windows</u>		
Describe work: ☐ Commercial ☒ Residential ☐ Other		
Explain Work Specifically: _____		
Signature of Contractor or Authorized Agent: <u>Willie Singleton (Suba Thomas)</u>		Valuation of Work: \$ <u>3</u>
Please Print Name Here: <u>Willie Singleton</u>		Total Square Footage: (If Applicable) _____
Signature of Owner: _____		PLAINTIFF'S EXHIBIT 4 CID 1-1216
Please Print Name Here: _____		
Appl. _____		
Accepted By: _____	Permit _____	Zoning _____

ROA 06305



120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 545-4009

City of Georgetown Building Department

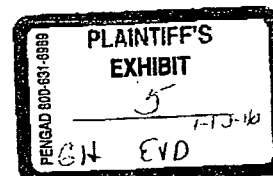
FINAL NOTICE UNSAFE STRUCTURE

Date: 12/8/06
Attn: Victoria Gadson
Tax Map #: 5-17-162
Subject: 1929 front St.

Dear Ms. Gadson,

The City of Georgetown Building Department is hereby serving notice that the subject property cited above has been declared unsafe due to inadequate maintenance. A notice was sent out on May 31, 2006 stating that affirmative action regarding this issue must take place within thirty (30) days. A second notice was sent out on July 15, 2006. This property has also been posted on site as an Unsafe Structure. At least Sixty days have expired without anyone notifying the City of Georgetown Building Department that action is being taken to remedy the unsafe condition of the property cited above. Therefore, the City of Georgetown Building Department is taking the necessary actions to condemn this structure and have it demolished. Any and all cost incurred to the City for this process will be billed to the homeowner, if the charges are not paid within thirty days they will be levied against your City tax bill.

Stephen Stack
Building Official



Willie Singleton

ROA⁰⁶³¹36



120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 545-4009

City of Georgetown Building Department

January 26, 2007

Willie Singleton
501 N. Congdon
Georgetown, SC 29440

Mr. Singleton,

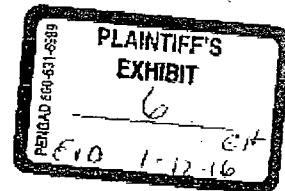
I am writing in response to the letter that you hand delivered to this office on Thursday January 11, 2007 concerning property at 1929 Front Street. I will address your questions as follows:

Number one: Your question is, Why the City choose not to use the 1986 abatement code? Response, The SBCCI you referred to in the first paragraph was used prior to year 2000. At this time we are under the International Building Code (IBC).

Number two: Your question is, Why the city did not respond to an application that was brought to their attention and choose to write another letter? Response, The property at 1929 Front Street is in need of removal due to safety concerns and also, the ability to rebuild maybe beyond reason due to the lack of preventive maintenance to the property. The request was for window replacement, does not resolve the structural integrity of this structure.

Number three, A copy of the procedure used by the City when condemning a building? Response, The city follows the IBC.

Stephen Stack
Building Official



0632
ROA 38

**CERTIFIED A TRUE
AND CORRECT COPY**

Wanda S. Prevatte
REGISTER OF DEEDS
GEORGETOWN COUNTY, S.C.

Instrument Book Page
200700028455 776 48

200700028455
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE
11-30-2007 At 11:17 am.
DEED 11.00
STATE TAX .00
COUNTY TAX .00
Book 776 Page 48 - 52

EXEMPT

1 Lot
city
STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

TITLE TO REAL ESTATE

Julia Ruth Thomas

to

Willie Lee Singleton
501 N. Congdon Street
Georgetown, SC 29440

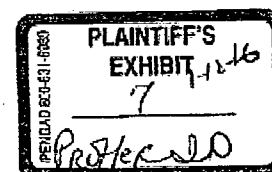
KNOW ALL MEN BY THESE PRESENTS, that I, Julia Ruth Thomas (hereinafter referred to as Grantor), in the state aforesaid FOR AND in consideration of the sum of FIVE AND 00/100 (\$5.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Willie Lee Singleton (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, his Heirs and Assigns the following described property:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises, belonging, or in anywise incident or appertaining.

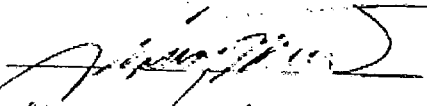
TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, his Heirs and Assigns forever.

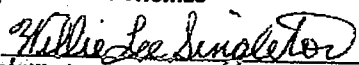
AND I do hereby bind myself and my Heirs, Executors, and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever may be lawfully claiming, or to claim the same of any part thereof.



WITNESS my Hand and Seal this 30th day of November in the year of our Lord Two Thousand Seven and in the Two Hundred and Thirty-Second Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF


Notary Public


Julia Ruth Thomas

By: Willie Lee Singleton, POA

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the above County and State, do hereby certify that Julia Ruth Thomas by Willie Lee Singleton, POA, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Sworn to before me this 30th
day of November, 2007


Notary Public for South Carolina
My Commission Expires 7/12/2012

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, at the South corner of Front Street and G Avenue; Butting and Bounding: Northeast in front on Front Street for a distance of one hundred (100) feet; Southeast for a distance of one hundred thirty (130) feet; more or less, by property of Joe McCoy; Southwest for a distance of one hundred (100) feet, more or less, by property of Ethel White; and Northwest for a distance of one hundred thirty (130) feet, more or less, on G. Avenue.

This being the identical property conveyed to **Victoria Gadson** by deed from **James B. Brogdon** dated July 5, 1983 and recorded July 8, 1983 at the Georgetown County Register of Deeds' Office in Deed Book 210 at Page 440. Victoria Gadson died intestate in Georgetown County, South Carolina on May 22, 1988, seized and possessed of the herein above described property, leaving as her only heirs-at-law, a daughter, **Julia Ruth Thomas**.

TMS# 5-17-162

(TITLE NOT EXAMINED BY SCRIVENER)

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

Affidavit

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Julia Ruth Thomas to Willie Lee Singleton on November 30, 2007 and is designated as TMS No.: 5-17-162
3. Check one of the following:
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust of as distribution to a trust beneficiary.
 - (c) X **EXEMPT** from the deed recording fee because (exemption # _____)
(Explanation if required) in consideration of sum less than ONE HUNDRED (\$100.00) DOLLARS.
(If exempt, please skip items 4 - 6, and go to item 7 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money _____ or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO _____ To the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above.
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee
8. I further understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Willie Lee Singleton
Grantor, Grantee, or Legal Representative
connected with this transaction

SWORN to before me this
30th day of November, 2007

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/1/2010

Willie Lee Singleton
Print or Type Name Here

0637

Instrument 200700028455 Book Page 776 52

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

TITLE TO REAL PROPERTY

Julia Ruth Thomas

to

Willie Lee Singleton

Filed this _____ day of _____
2007 at _____ o'clock _____ M.
and recorded in Book _____ at
Page _____

R.O.D. or Clerk of Court

Recorded this _____ day of _____
2007 in Book _____ at Page _____

Auditor for Georgetown County

County Parcel No.: 5-17-162

Morant and Morant
1022 Prince Street
P.O. Drawer 437
Georgetown, SC 29442
(843) 527-2448

65462 Morant

200700028455
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE
11-30-2007 At 11:17 am.
DEED 11.00
STATE TAX .00
COUNTY TAX .00
Book 776 Page 48 - 52

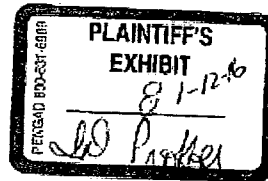
EXEMPT

Wanda J. Prevatte

RECORD THIS DATE


AUDITOR GEORGETOWN CO.
LINDA S. MOCK

01/11/2016



00000000 07/17/1998 0000 0000

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown

PROBATE COURT

IN THE MATTER OF James Gadson

CASE NUMBER 97ES22-161

00009507
RECORDED 07/17/1998 02:50P
Bk:885 Pg:84 Pages:1
Fee:10.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 9 day of Oct 1995 and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for Georgetown
County, South Carolina in File # 97ES22-161 and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted
bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Julia Thomas
Address: 1929 Front St
Georgetown S.C 29440

John L. Gadson
7764 Clements rd
Kynocke P. A. 19095

Trevis M. Gadson
1929 Front St
Georgetown S.C 29440

the following described property:

All right, title and interest in and to that certain piece,
parcel or lot of land situate, lying and being in the City of
Georgetown, County of Georgetown, State of South Carolina, at
the south corner of front street and G Avenue; butting and
bounding; northeast in front on front street for a distance
of one hundred (100) feet; southeast for a distance of one
hundred thirty (130) feet, more or less, by property of Joe
McCoy; southwest for a distance of one hundred (100) feet,
more or less, by property of Ethal White; and Northwest for a
distance of one hundred thirty (130) feet, more or less, on
G. Avenue

The right, title and interest, if any, of the above-name Grantor,
in and to the subject premises having been acquired by that
certain City Marshal's Tax Deed dated April 13, 1981 and recorded
April 14, 1981 in the office of the Clerk of Court for Georgetown
County in deed book 189 at page 615 to Victoria Gadson who
deceased on May 22, 1988 and all right, and interest and to that
certain piece, parcel or lot of land situate, went to James Gadson
Victoria Gadson husband.

Grantee's Address
1929 Front Street
Georgetown S.C 29440

98 JUL 17 PM 3:08
RECORDED
PROBATE COURT
GEORGETOWN COUNTY, SC

00009508 07/17/1998 8885 P85A

TOGETHER with all and singular, the R. S. Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said John L. Gadson
Julie THOMAS Willie Singlet
heir heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed,
his 16 day of July 1998

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of: James Gadson

by Signature: Julia Thomas

Witness: Willie Singlet
Julia Thomas

Witness: John L. Gadson

STATE OF SOUTH CAROLINA
COUNTY OF

PROBATE

PERSONALLY appeared before me _____
_____ and made oath that he/she saw the within named
Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with _____
_____ witnessed the execution thereof.

SWORN to before me this 16 day of July

Witness Signature: Julia Thomas
Willie Singlet

Notary Public for South Carolina

My Commission Expires: 8-8-2000

00009508
RECORDED 07/17/1998 02:50P
Rk:885 Pg:85 Pages:1
Fee:10.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

- ☐ BUILDING PERMIT
☐ PLUMBING
☐ ELECTRICAL
☐ MECHANICAL
☐ GAS

Applicant to complete numbered spaces only.

1
JOB ADDRESS
OWNER

JOB ADDRESS
129 Front St

1 LEGAL DESCR Map No. Parcel No. DATE OF APPLICATION 3-1-07 PLOT YES NO BUILDING YES NO
PLAN ☐ ☐ PLANS ☐ ☐

2 OWNER Willie Singleton MAIL ADDRESS John Goodson PHONE Julia Thomas

3 CONTRACTOR Willie Singleton MAIL ADDRESS 86 Pennine PHONE 344-3101 State License No. 609708

4 BUSINESS LICENSE NO. ARCHITECT OR DESIGNER MAIL ADDRESS PHONE REGISTRATION NO.

5 ENGINEER MAIL ADDRESS PHONE REGISTRATION NO.

6 USE OF BUILDING Storage

7 Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☒ REPAIR ☐ MOVE ☐ REMOVE

8 Describe work: Roof Windows Door sill

9 Valuation of work: \$ 8000.00

PLAINTIFF'S
EXHIBIT
9
EVD
1-12-16 GN

10 SPECIAL CONDITIONS:

Permit No. PERMIT FEE

Type of Const. Occupancy Group Flood Zone

Size of Bldg. (Total) Sq. Ft. No. of Stories Use Zone

Final Inspection Approval For Occupancy/Use

No. of Dwelling Units OFFSTREET PARKING SPACES:

Zoning: Front Left Right Rear

Setbacks

Permit Fees Permit Review Zoning Fire Const. Sign Total

Notes:

This application shall become the BUILDING PERMIT when approved by the Building and Zoning Administrator Inspector. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code or Zoning Ordinance, nor shall such issuance of the Permit prevent the Building Official from hereafter requiring a correction of error in plans or in construction of or violations of the Building Code or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after its issuance and work is completed within 18 months after its issuance. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with.

Signature of Contractor or Authorized Agent 3-11-07 (DATE)

Signature of Owner (if owner builder) (DATE)

Willie Singleton

This structure is beyond Repair.
Request for permit denied.
for roof windows door sill?

0649
DINA 20

This house at the corner of Front Street and Anthuan Maybank Drive is one of 192 structures that have been declared dilapidated or unsafe. City officials are hoping to demolish at least five such structures in the upcoming budget year.

Planner wants to remove dilapidated city buildings

BY SCOTT HARPER

sharper@towntimes.com

Dilapidated structures in the City of Georgetown have become not only an aesthetics problem but a safety and environmental danger.

That's why the staff of the city's Building and Planning Department is hoping to receive more funding in the 2007-08 budget to help fight the problem.

At a recent retreat, Sabrina Morris, the city's director of development, presented Georgetown City Council with a four-page list containing the addresses — and the names of the owners — of 192 structures within the city that are dilapidated and/or have been declared unsafe.

Morris says it costs about \$7,250 if the city pays to have a structure removed. That was the lowest price quoted when the city put the job up for bids.

There is currently only \$10,300 budgeted for such tasks. Morris said she is hoping Council will agree to give her department enough money for the demolition of five buildings in the upcoming year.

If it costs \$7,250 per building to remove

them, the total cost for all 192 structures would be \$14 million.

Morris said if the city has to pay to have a building removed, a lien is placed against the owners for reimbursement.

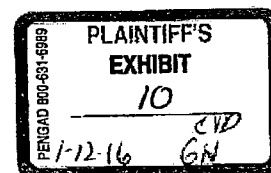
Before the city demolishes such a structure, the owners are sent three letters warning them the building needs to be renovated or removed. In many cases, the owners comply but there are instances where the letters seem to be ignored.

Some of the houses that need to be removed are rat-infested, which causes problems for people in the neighborhoods, Morris said.

One example that was used during the presentation was an abandoned two-story home in the 1900 block of Front Street. In that case, the owner, who lives in Pennsylvania, was sent letters to do something about the house in May, July and December of 2006. The run-down, unsafe eyesore is still standing.

Mayor Lynn Wood Wilson said he hopes that once people start seeing the city is serious about having the condemned dwellings removed, others who get warning letters will do something about their property.

THUR. MARCH 15, 2007



Willie Singleton

ROA 40 0641



120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 545-4009

City of Georgetown Building Department

March 20, 2007

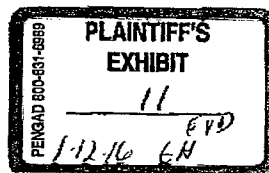
Willie Singleton
501 N. Congdon St.
Georgetown, SC 29440

Mr. Singleton,

This letter is in response to your request for a building permit concerning 1929 Front St. The permit makes a request for roof, windows along with doorsill replacements. As you are aware from previous letters along with personal contact with this office the structure located at 1929 Front St. is on the City's unsafe structure list. You are in receipt of the letters concerning this. Mr. Singleton as we have discussed the repairs requested on the permit application will not sustain the integrity of the structure. This letter is denying your permit application.

Also this structure is under contract for removal and will be under demolition activities within the next 10 working days.

Stephen Stack
Building Official



7004 2510 0003 2165 8400

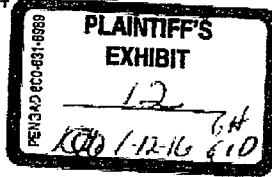
U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.64
Sent To: Willie Singleton 0642	
Street, Apt. No., or PO Box No. 501 N. Congdon	
City, State, ZIP+4	

TOWN SC
Postmark Here
MAR 21 2007

Willie Singleton

ROA 41

Mr. Stephen Stack
Provisional Building Official #2047
City of Georgetown
120 North Fraser Street
P.O. Drawer 939
Georgetown, SC 29442



RECEIVED
3/23/17

Dear Steve

I am in receipt of a letter that you sent, stating that the building permit application for the renovation of the building located at the corner of Front Street and Alex Alford Street was denied. In the letter you stated sever thing that were not true. I requested in the permit application to renovate and repair the floor sills {Floor system} the exterior windows and doors and the roof. Those repairs in and of itself would bring the building up to the minimum standards set forth in the International Existing Building Code. Those repairs would make the building into a building that could be occupied.

It's my understanding that you are using the International Existing Building Code to condemn buildings in the City of Georgetown. I have reads the book, wonderful book, you should try reading that book sometime. Under the International Existing Building Code it has a provision to declare a building unsafe. To protect the life, safety and welfare of people living in or working in unsafe building, or any building that is other wise occupied. But if a building is vacant that level of threat goes away and most of the provision of declaring a building unsafe does not apply. Under section 115.1 of the existing building code, last sentence says that "A vacant structure that is not secured against entry shall be deemed unsafe." Based on the code if a vacant structure is secured against entry, it can not be deemed unsafe. If you can not deem it unsafe, you can not condemn it.

I have on two {2} occasion, eight {8} months apart applied for building permits to renovate and repair the house on the corner of Front Street and Alex Alford Street. It's my understanding after reading the International Building Code that there is nothing that you or the city can do to stop me from renovating the house within the boundaries of the code, short of not giving me a building permit. But not giving me a building permit to renovate and repair the building is still not within the boundaries of the code. Even if you condemn the building, if I request to fix it, you cannot under the law deny me the opportunity to fix it. I understand that is what you did but it's my understanding that you cannot do that under the law.

If you are using the International Existing Building Code to condemn the building should you use the code in its entirety? I can not stop you from breaking the law. You can do what ever you wish until a judge stops you. I know that doing what you are doing now place you outside the law, and outside the scope of your official duties as a "Provisional Building Official" in the State of South Carolina. If that is true you are holding yourself out to be personally liable for anything that happens. You are the one out front, you are the one leading the charge, you are the one that could be sued personally under state law.

When a person sues the city it's just that the city, that's not personal to you, when they sue you, it should get personal.

Like I said you started several things that were incorrect in your letter to me those things were: also you stated to me that an engineer was required and I said I thought that was against the law but I would get one if you requested that to me in writing and you chose not to which tells me you are intent on breaking the law.

As always I remain very truly yours,

Willie Singleton

CC: Attorney
City Administrator
Mayor
Building Code Council

GEORGETOWN, SOUTH CAROLINA

- ☐ **BUILDING PERMIT**
- ☐ **PLUMBING**
- ☐ **ELECTRICAL**
- ☐ **MECHANICAL**
- ☐ **GAS**

1

Applicant to complete numbered spaces only.

JOB ADDRESS 1929 Front St.										
1	LEGAL DESCR	Map No. 5-17	Parcel No. 162	DATE OF APPLICATION 4-6-07	PLOT PLAN	YES ☐	NO ☐	BUILDING PLANS	YES ☐	NO ☐
OWNER		MAIL ADDRESS			ZIP		PHONE			
2										
3	CONTRACTOR RE Miller Const.		MAIL ADDRESS 601 Huger Dr Georgetown SC		PHONE 843-545-7200		State License No.			
4	BUSINESS LICENSE NO.									
5	ARCHITECT OR DESIGNER		MAIL ADDRESS		PHONE		REGISTRATION NO.			
6	ENGINEER		MAIL ADDRESS		PHONE		REGISTRATION NO.			
7	USE OF BUILDING									
8	Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☒ REMOVE									
9	Describe work: Demo									
					Plaintiffs 13 1-12-16 GN EVD					
10	Valuation of work: \$ 2000 ~~2000~~ 7250 gtm				Permit No. 07319		PERMIT FEE 150.00 kx			
SPECIAL CONDITIONS:					Type of Const.		Occupancy Group		Flood Zone	
					Size of Bldg. (Total) Sq. Ft.		No. of Stories		Use Zone	
					Final Inspection					
APPLICATION ACCEPTED BY		PLANS CHECKED BY		APPROVED FOR ISSUE/USE BY						
				[Signature]						
					No. of Dwelling Units		OFFSTREET PARKING SPACES:			
NOTICE This application shall become the BUILDING PERMIT when approved by the Building and Zoning Administrator Inspector. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, after or set aside any of the provisions of the Building Code or Zoning Ordinance, nor shall such issuance of the Permit prevent the Building Official from hereafter requiring a correction of error in plans or in construction of or violations of the Building Code or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after its issuance and work is completed within 18 months after its issuance. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with. [Signature] SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT (DATE) [Signature] SIGNATURE OF OWNER (IF OWNER BUILDER) (DATE)										
					Zoning: Front Left Right Rear					
					Setbacks					
					Permit Fees					
					Notes:					
					Permit Permit Review Zoning Fire Const. Sign Total					
					150.00					
					PAID					
					APR 13 2007					
					0645					

Willie Swale

But

~~APR 13 2007~~

0645

City of Georgetown, SC
PO Drawer 939 • Georgetown, South Carolina 29442 • 843.545.4036

APPLICATION FOR BUSINESS AND PROFESSIONAL LICENSE

1. Name of business: RE Miller Construction Tax map #: _____
2. Mailing address: Street 328 Gapway Rd City Georgetown
State SC Zip 29440
3. Business physical address: same as above
4. Contact numbers: Business 843 240 8954 Home 803 546 7501 Fax _____
5. Type of business: Construction
6. Business owner(s): R Kevin Miller
7. Owner address: Street same as above City _____
State _____ Zip _____
8. Federal Identification #: 31-1763263 and/or Social Security #: _____
9. Computation of license tax based on gross receipts:
a. For new business or change of ownership:
Gross receipts (estimated) _____ \$ _____
b. For renewal:
Gross receipts (for preceding calendar year or fiscal year) _____ \$ _____
c. For per job contractor's/peddler's license:
Gross receipts of _____ \$ _____
Location of job/peddler 1929 Front Street \$ 1250 -
Owner of property _____
Start date 4/12/07 End date _____

10. This application is for:

- New business ☐
Renewal ☐
Location change ☐
Ownership change ☐

Start date _____
Renewal date _____
Change date _____
Change date _____

Amusement machines ☐ Yes ☐ No
(If yes, please list) _____

I CERTIFY THAT ALL OF THE INFORMATION STATED ABOVE IS TRUE AND CORRECT. I UNDERSTAND THAT THE CITY ORDINANCE PROVIDES FOR PENALTIES AND LICENSE REVOCATION FOR MAKING FALSE OR FRAUDULENT STATEMENTS ON THIS APPLICATION.

Print name RE Miller

Signature _____

Title President

Date 4-10-07

NAICS code: 23

For City of Georgetown office use only:

Rate class#: 8.1

Business type: ☐ Annual ☒ Job ☐ Peddler

ID #: 6538

Basic license fee \$ 70.00

Rate schedule charge \$ 17.50

Total license fee \$ 87.50

Amusement Machine fee/other _____

Penalty _____ %

Total amount due \$ 87.50

PAID

APR 11 2007
CITY OF GEORGETOWN
BY: _____

Approvals (for new businesses, change of ownership, or change of location):

Zoning (compliance with zoning ordinance) ☐ Approved ☐ Disapproved

Building Official (compliance with building code) ☒ Approved ☐ Disapproved

Department (compliance with fire code) ☐ Approved ☐ Disapproved

WHEG (compliance with health regulation) ☐ Approved ☐ Disapproved

Finance (compliance with license ordinance) ☐ Approved ☐ Disapproved

Date _____

Date 4-11-07

Date _____

Date 4/11/07

Willie Smaileton

864845

ABSTRACT OF TITLE

James B. Bragdon

TO

James Madison

KIND OF INSTRUMENT: deed - Quitclaim

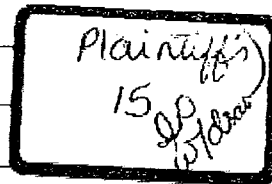
CONSIDERATION: \$ 2500.00

DATE: 7/5/83

DEAL:

WITNESSES: ✓

ADJUTED: ✓



RENUNCIATION OF DOWER: ✓

RECORDED: 7/8/83

RECORDED IN R. M. C. BOOK 210, PAGE 444

RECORDED IN AUDITOR'S BOOK, PAGE

VARRANTY: none

LABENDUM: ✓

RECITALS: none

DESCRIPTION: 1/4 of an acre (NW: Stephen Johnson
SW: 1st Ave.

SW: Taylor Street ext.

NE: Mergel Sanders

100' on Taylor St. + near line

0647

JUN 03 00 03:00P

STATE OF SOUTH CAROLINA)

#9

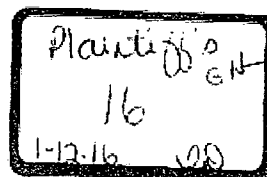
VERIFIED TORT

CITY OF GEORGETOWN)

CLAIM / WILLIE SINGLETON

The undersigned affiant makes the following verified claim pursuant to 15-78-70, S.C. Code of Laws:

1. The affiant is the owner of the home located at 1929 Front Street in the City of Georgetown.
2. On May 31, 2006, the City of Georgetown sent a notice of unsafe structure to the affiant.
3. On July 15, 2006, the City sent another notice of unsafe structure to the affiant.
4. Around August, 2006, the affiant who is also a contractor applied for a building permit to renovate the home.
5. The City refused to issues a construction permit for the renovating of the house.
6. On Dec. 8, 2006, the City sent a Final Notice of Unsafe Structure, and stated that the City of Georgetown Building Department is taking the necessary actions to condemn this structure."
7. On Jan 11, 2007, the affiant sent a letter to Building Official stating his intent to renovate the house. The affiant further reminded the Building Official that they failed and refused to respond to his previous request for a building permit from August 2006. Then the affiant requested a copy of the procedure used by the city when condemning a building because the affiant believed that at that time based on the Building Officials letter of December 8, 2006 the building had not been condemned.
8. On Mar 1, 2007, The affiant applied for another building permit to renovate the house.



0649

9. On Mar 20, 2007, the affiant received another letter from Building Official denying the second building permit application.
10. On April 11, 2007, the city issued a building permit to a contractor to demolish the building.
11. On April 12, 2007, the house was demolished and all of it's contents destroyed at the direction of the city.
12. On April 17, 2007 an investigation was started by the South Carolina Department of Labor License and Regulations, Building Codes Council regarding the conduct by the City of Georgetown and its officials as it related to the above reference matter.
13. On Feb 27, 2008, a consent order was entered into by and between the State of South Carolina and Mr. Steven Stack, building Official for the City of Georgetown. In that consent order the city admitted to violating state law as it relates to this matter.
14. The house that was demolished was a two {2} story, colonial style, historical in nature, structure of approximately 2,500 square feet in area.
15. The affiant is requesting the replacement cost of the house, it's value is approximately \$250,000.00 at today's value.
16. In addition to demolishing the house, the contents of the house were also destroyed. The affiant is also requesting the replacement cost of the content, it's value is approximately \$125,000.00 at today's value.
17. In addition to the contents of the house, the contents of several businesses that were stored at the house were also destroyed. The affiant is also requesting the replacement cost of the business items stored at the house and it's value is approximately \$35,000.00 at today's value.
19. During the demolition of the house, several large bearing pecan, and fruit trees, shrubby, fencing, and a concrete walkway and driveway were also demolished. The affiant is also requesting the replacement cost of the large bearing pecan, and fruit trees, shrubby, fencing, and a concrete walkway and driveway, it's value is approximately \$15,000.00 at today's value.
20. The affiant seeks damages in the amount of \$425,000.00 with respect to the particular clam.

#4

)
)
)
STATE OF SOUTH CAROLINA)

VERIFIED

)
COUNTY OF GEORGETOWN)
)
_____)

Personally appeared before me Willie Singleton, who being duly sworn, denotes and states that he is the claimant herein, that he has read the foregoing verified claim and knows the same to be true, except those matters said things alleged upon information and belief, he believe them to be true.

Willie Singleton
Willie Singleton (signature)

5/15/08
(date)

BEFORE ME, sworn and subscribed the foregoing instrument and acknowledged to me that he agrees to the information and condition of said instrument, on this 15 day of May, 2008.

Mildred M. McCray
Notary Public

Mildred M. McCray
(Printed name of notary.)

Commission expires: Oct. 2012

0651

#4

CONTENTS
PROPERTY OF WILLIE SINGLETON
1929 FRONT STREET
GEORGETOWN, SC 29440

HOUSE 2,436 SUARE FEET

1. CHAIN LINKS FENCE,
2. SEVERAL SCHRUBERRIES,
3. THREE PECAN TREES
4. ONE FIG TREE.

LIVINGROOM

1. LIVINGROOM SUIT (LONG CHAIR, LOVE SEAT, ONE CHAIR)
2. TWO END TABLES
3. ONE COFFEE TABLE
4. PORTRAITS, FAMILY PICTURES
5. ONE FIRE PLACE MANTEL
6. WINDOW AIR CONDITIONER
7. ONE SPACE HEATER, STERO
8. FLOOR TELEIVISION

DINNINGROOM

1. TABLE WITH SIX CHAIRS
2. ANTIQUE CHINA BUFFET AND HUTCH (WITH CHINA CONTAINED)
3. ANTIQUE BOOK CASE (BOOKS CONTAINED)
4. FIREPLACE MANTEL
5. ONE SPACE GAS HEATER
6. WINDOW AIR CONDITIONER

KITCHEN

1. FREEZER TOP-REFRIGERATER
2. STOVE
3. TWO MICRO-WAVES OVENS
4. SMALL TABLE WITH THREE CHAIRS
5. DISHWARE
6. SILVERWARES
7. POTS
8. PANS
9. SPACE GAS HEATER
10. TOASTER OVEN

BEDROOM 1

1. ONE BED
2. BED LINNING,
3. ONE 2 DRAWER CHESTER
4. NIGHT STAND, ONE DRESSERDRAW,
5. ONE SPACE GAS HEATER,
6. AIR CONDITIONER,
7. ONE SIXTEEN MILLERMETER MOVE PROJECTOR,
8. HIGH SCHOOL FOOTBALL FILMS (1965,1966,1974,1975)_
9. TROPHIES (FOOTBALL,BASKETBALL,TRACK)

BEDROOM 2

1. ONE BRASS BED
2. BEDLINNING
3. ONE NIGHT STAND
4. ONE DRESSER DRAW
5. ONE CHESTER DRAW
6. ONE MAKE UP TABLE
7. ONE ANTIQUE SUIT STAND,
8. ONE SPACE GASS HEATER
9. ONR AIR CONDITIONER

BEDROOM 3

1. ONE BED
2. BEDLINNING
3. TWO DRESSERS
4. TWO NIGHT STANDS
5. ONE FIRE PLACE MANTEL
6. ONE SPACE GAS HEATER
7. ONE AIR CONDITIONER ,
8. TROPHIES ONFIREPLACE MANTEL

BEDROOM 4

1. BED
2. BEDLINNING
3. ONE 3 DRAWER CHESTER
4. ONE MASSAGE CHAIR (\$5000.00)
5. SHOWER CHAIR, POTTY CHAIR
6. TWO WHEELCHAIRS
7. ONE SPACE HEATER
8. ONE WINDOW AIR CONDITIONER

STORAGE

1. BEDLINNING
2. TOWELS
3. CLOTHING (MALE AND FEMALE)

TAILORING SHOP

1. TWO COMMERCIAL STRAIGHT STITCH SEWING MACHINES
2. ONE COMMERCIAL BLINDSTITCH SEWING MACHINE
3. ONE COMMERCIAL SERGING MACHINE,
4. ONE SEAM IRONING BOARD
5. ONE IRON BOARD,
6. SEVERAL SCISSORS
7. THREADS
8. TAILORING CHALKS
9. BEES WAX
10. DRAFTING TOOLS

BOOK STORE

1. BOOKS
2. BOOK SHELVES
3. FRAGRANCE OIL & OIL BOTTLES
4. INCENSES

- # 4
5. 3 HIGH SPEED CASSETTE DUPLICATOR,
 6. 4 VCR DUPLICATORS
 7. 6 VCRS
 8. 3 TELEVISIONS
 9. THOUSANDS OF RELIGIOUS CASSETTE TAPES
 10. HUNDREDS OF VHS TAPES
 11. CASSETTE TAPE RACKS
 12. VCR TAPE RACKS
 13. 3 GLASS-TOP COUNTER SHOW CASES
 14. 2 CASH REGISTERS
 15. ART WORK

RESTAURANT

1. 2 STAND DEEP FRYERS
2. 1 STAND STOVE WITH 2 BURNERS
3. 1 DOUBLE DECK PIZZA OVEN
4. 1 ROTISSERY
5. 1 EXHAUST VENT

OTHER

1. 1 WASHER
2. 1 DRYER
3. 8 VINYL WINDOW ROOF SHINGLES
4. WOOD MOLDING
5. CARPET
6. 3 INTERIOR DOORS
7. CHURCH PEWS
8. OAK BUNK BED

Instrument 200700028455 Book Page 776 18

200700028455
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE
11-30-2007 At 11:17 am.
DEED 11.00
STATE TAX .00
COUNTY TAX .00
Book 776 Page 42 - 52

CERTIFIED A TRUE
AND CORRECT COPY

Wanda P. Prevatte
REGISTER OF DEEDS
GEORGETOWN COUNTY, S.C.

1 Lot
city
STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN) TITLE TO REAL ESTATE

Julia Ruth Thomas
to
Willie Lee Singleton
501 N. Congdon Street
Georgetown, SC 29440

KNOW ALL MEN BY THESE PRESENTS, that I, Julia Ruth Thomas (hereinafter referred to as Grantor), in the state aforesaid FOR AND in consideration of the sum of FIVE AND 00/100 (\$5.00) DOLLARS, to me in hand paid at and before the sealing of these presents by Willie Lee Singleton (hereinafter referred to as Grantee) in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantee, his Heirs and Assigns the following described property:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said premises, belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Grantee, his Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors, and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee, his Heirs and Assigns, against me and my Heirs, and all persons whomsoever may be lawfully claiming, or to claim the same of any part thereof.

Plaintiff's
ord. 18
1-13-16 GH

0655

WITNESS my Hand and Seal this 30th day of November in the year of our Lord Two Thousand Seven and in the Two Hundred and Thirty-Second Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Signature]
Janice M. Morant

[Signature]
Julia Ruth Thomas
[Signature]
By: Willie Lee Singleton, POA

STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public for the above County and State, do hereby certify that **Julia Ruth Thomas** by **Willie Lee Singleton, POA**, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Sworn to before me this 30th
day of November, 2007

[Signature]
Notary Public for South Carolina
My Commission Expires 7/12/2012

EXHIBIT "A"

All that certain piece, parcel or lot of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, at the South corner of Front Street and G Avenue; Butting and Bounding: Northeast in front on Front Street for a distance of one hundred (100) feet; Southeast for a distance of one hundred thirty (130) feet; more or less, by property of Joe McCoy; Southwest for a distance of one hundred (100) feet, more or less, by property of Ethel White; and Northwest for a distance of one hundred thirty (130) feet, more or less, on G. Avenue.

This being the identical property conveyed to **Victoria Gadson** by deed from **James B. Brogdon** dated July 5, 1983 and recorded July 8, 1983 at the Georgetown County Register of Deeds' Office in Deed Book 210 at Page 440. Victoria Gadson died intestate in Georgetown County, South Carolina on May 22, 1988, seized and possessed of the herein above described property, leaving as her only heirs-at-law, a daughter, **Julia Ruth Thomas**.

TMS# 5-17-162

(TITLE NOT EXAMINED BY SCRIVENER)

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

Affidavit

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

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by **Julia Ruth Thomas to Willie Lee Singleton** on November 30, 2007 and is designated as TMS No.: **5-17-162**
3. Check one of the following:
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust of as distribution to a trust beneficiary.
 - (c) X **EXEMPT** from the deed recording fee because (exemption # _____)
(Explanation if required) In consideration of sum less than ONE HUNDRED (\$100.00) DOLLARS.
(If exempt, please skip items 4 - 6, and go to item 7 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____
5. Check YES _____ or NO _____ To the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$ _____
6. The DEED Recording Fee is computed as follows:
 - (a) _____ the amount listed in item 4 above.
 - (b) _____ the amount listed in item 5 above (no amount place zero)
 - (c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantee
8. I further understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Willie Lee Singleton
Grantor, Grantee, or Legal Representative
connected with this transaction

SWORN to before me this
30th day of November, 2007

[Signature]
Notary Public for South Carolina
My Commission Expires: 11/14/2010

Willie Lee Singleton
Print or Type Name Here

6590

Instrument 200700028455 Book Page 776 52

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

TITLE TO REAL PROPERTY

Julia Ruth Thomas

to

Willie Lee Singleton

Filed this _____ day of _____
2007 at _____ o'clock _____ M.
and recorded in Book _____ at
Page _____

R.O.D. or Clerk of Court

Recorded this _____ day of _____
2007 in Book _____ at Page _____

Auditor for Georgetown County

County Parcel No.: 5-17-162

Morant and Morant
1022 Prince Street
P.O. Drawer 437
Georgetown, SC 29442
(843) 527-2448

65452 Morant

200700028455
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE
11-30-2007 At 11:17 am.
DEED 11.00
STATE TAX .00
COUNTY TAX .00
Book 776 Page 48 - 52

EXEMPT

Wanda L. Prevatte

RECORD THIS DATE


AUDITOR GEORGETOWN CO.
LINDA S. MOORE

GEORGETOWN

00009507 07/17/1998 B885 P84

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
IN THE MATTER OF James Gadson
CASE NUMBER 97ES22-161

PROBATE COURT

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 9 day of Oct 1996 and.

WHEREAS, the estate of the decedent is being administered in the Probate Court for Georgetown
County, South Carolina in File # 97ES22-161 and.

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and.

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and.

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Julie Thomas
Address: 1929 Front St

Georgetown S.C 29440

John L. Gadson

7764 Clements rd

Kynocke P.A. 19095

Trevis M. Gadson

1929 Front St

Georgetown S.C 29440

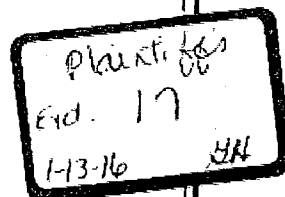
the following described property:

All right, title and interest in and to that certain piece, parcel or lot of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, at the south corner of front street and G Avenue; butting and bounding; northeast in front on front street for a distance of one hundred (100) feet; southeast for a distance of one hundred thirty (130) feet, more or less, by property of Joe McCoy; southwest for a distance of one hundred (100) feet, more or less, by property of Ethel White; and Northwest for a distance of one hundred thirty (130) feet, more or less, on G. Avenue

The right, title and interest, if any, of the above-name Grantor, in and to the subject premises having been acquired by that certain City Marshal's Tax Deed dated April 13, 1981 and recorded April 14, 1981 in the office of the Clerk of Court for Georgetown County in deed book 189 at page 615 to Victoria Gadson who decease on May 22, 1988 and all right, and interest and to that certain piece, parcel or lot of land situate, went to James Gadson Victoria Gadson husband.

Grantee's Address
1929 Front Street
Georgetown S.C 29440

GEORGETOWN COUNTY PARCEL # 5-17-162
RWD



CERTIFIED A TRUE
AND CORRECT COPY
Wanda J. Grawe
REGISTER OF DEEDS
GEORGETOWN COUNTY, S.C.

0660

00009507 07/17/1998 B885 P84A

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said Julia Thomas

John L. Gadson, Travis Gadson
their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 16 day of July 1998

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of: James Gadson

by Signature

Julia Thomas

Witness:

Willie Singleton
Julia Thomas

Witness:

John L. Gadson

STATE OF SOUTH CAROLINA
COUNTY OF

PROBATE

PERSONALLY appeared before me

and made oath that he/she saw the within named

Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with

witnessed the execution thereof.

SWORN to before me this 17th day of July 1998

Witness Signature:

Julia Thomas
Willie Singleton

Notary Public for South Carolina
My Commission Expires: 8-8-2000

Recorded this 21st day of

July A.D. 1998
Paul W. Freeman
Auditor, Georgetown Co., S.C.

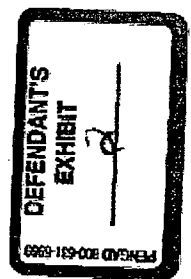
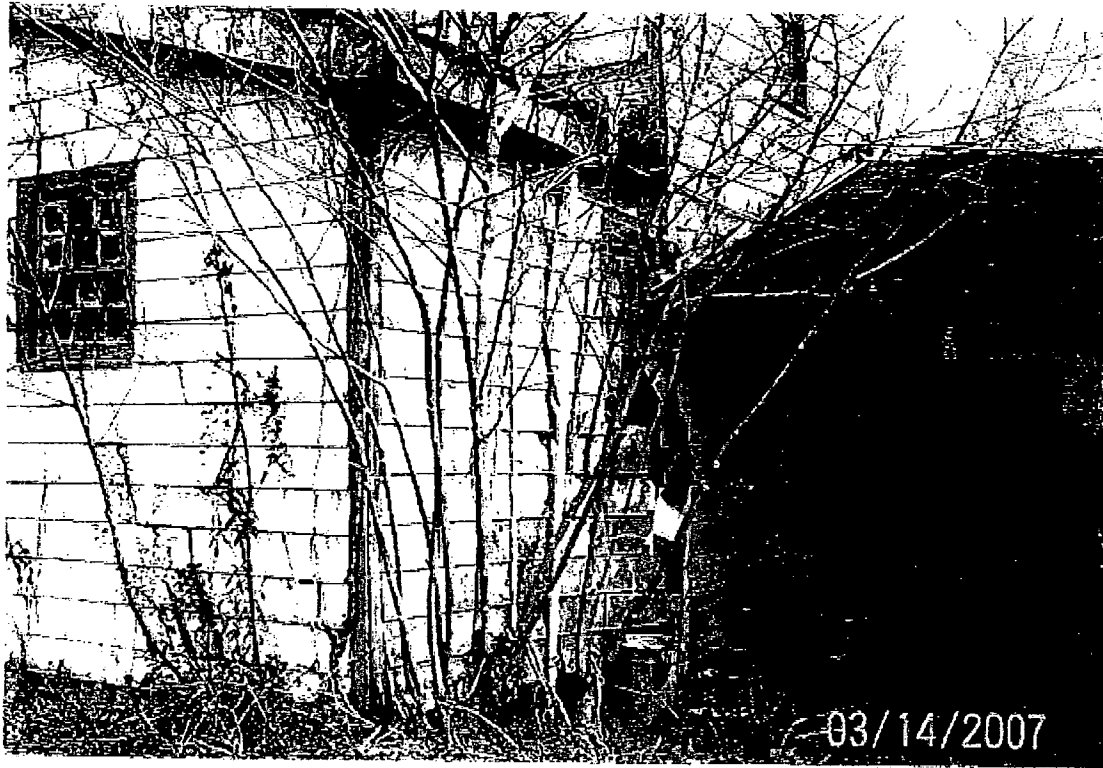
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County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds
Wanda J. Orevette

DEFENDANT'S
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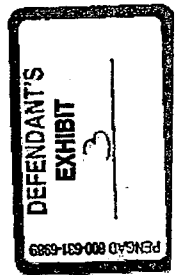


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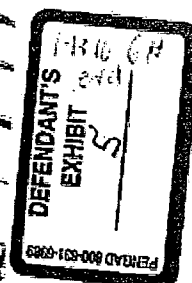
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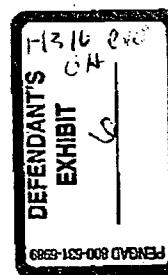
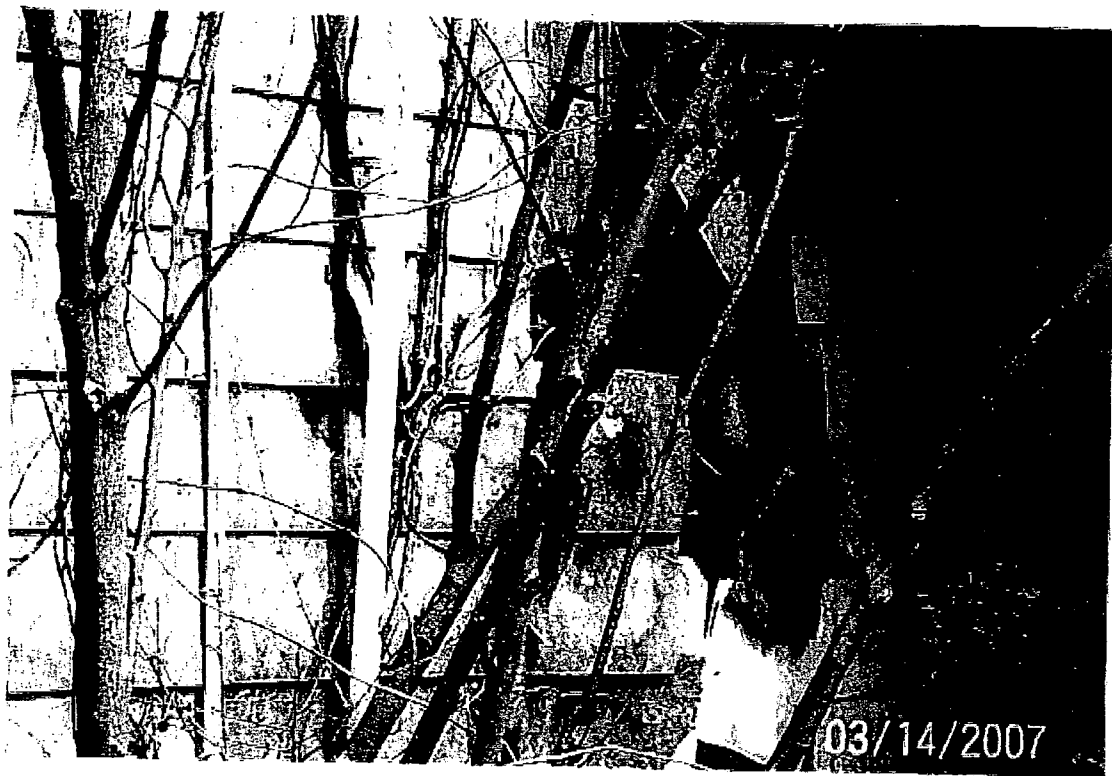


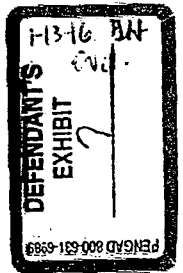
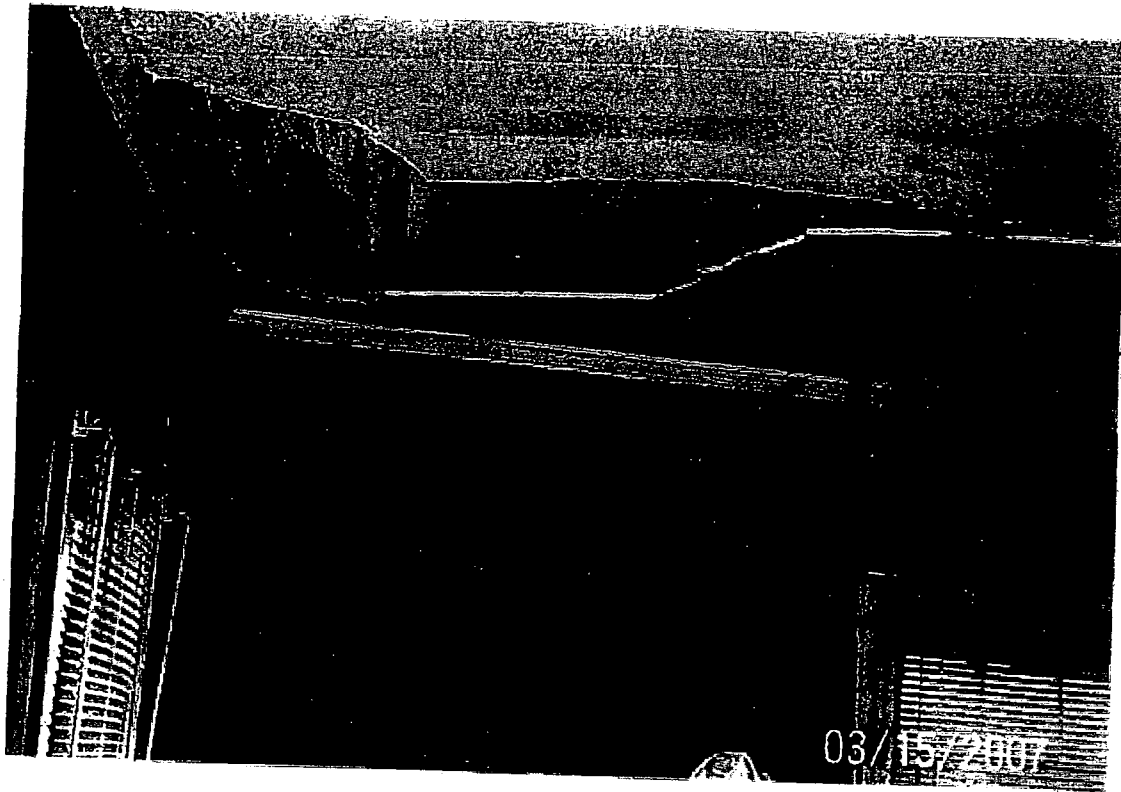


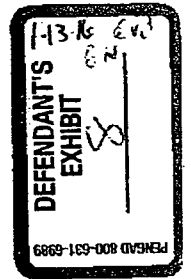
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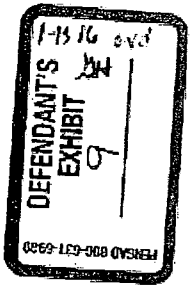
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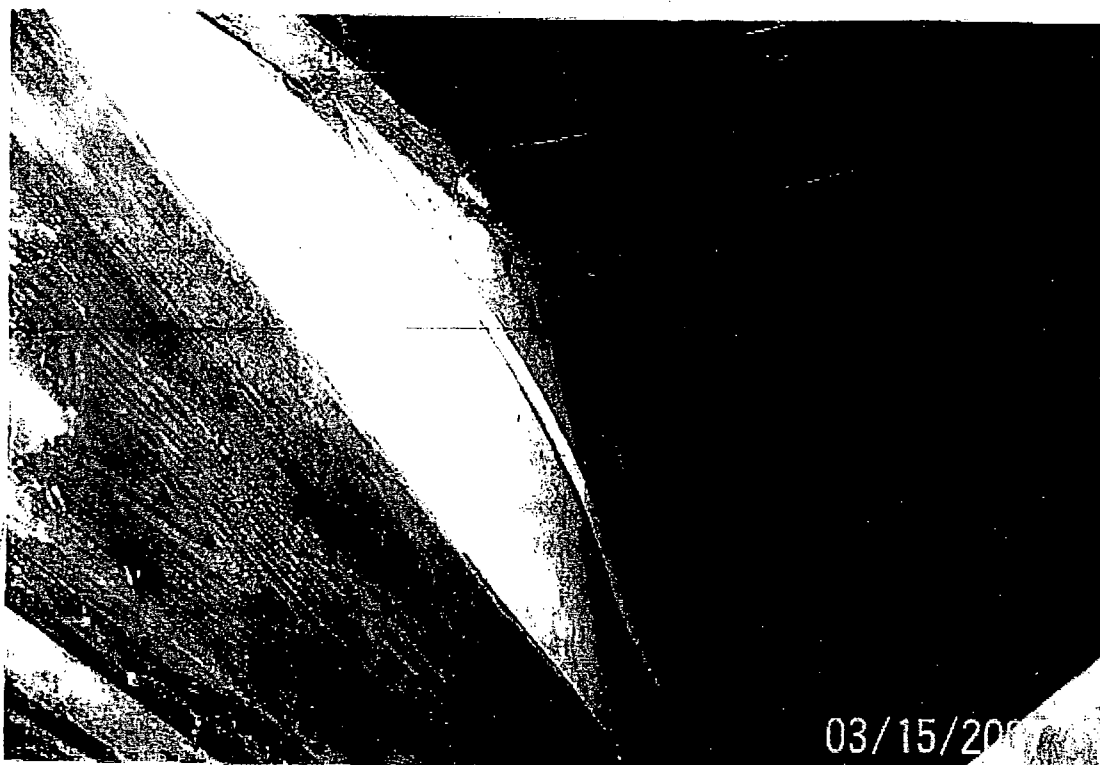




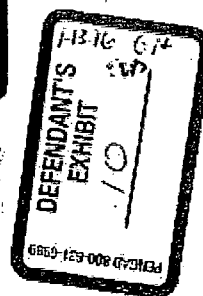


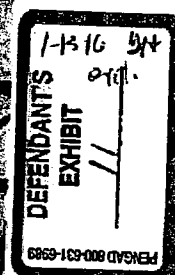
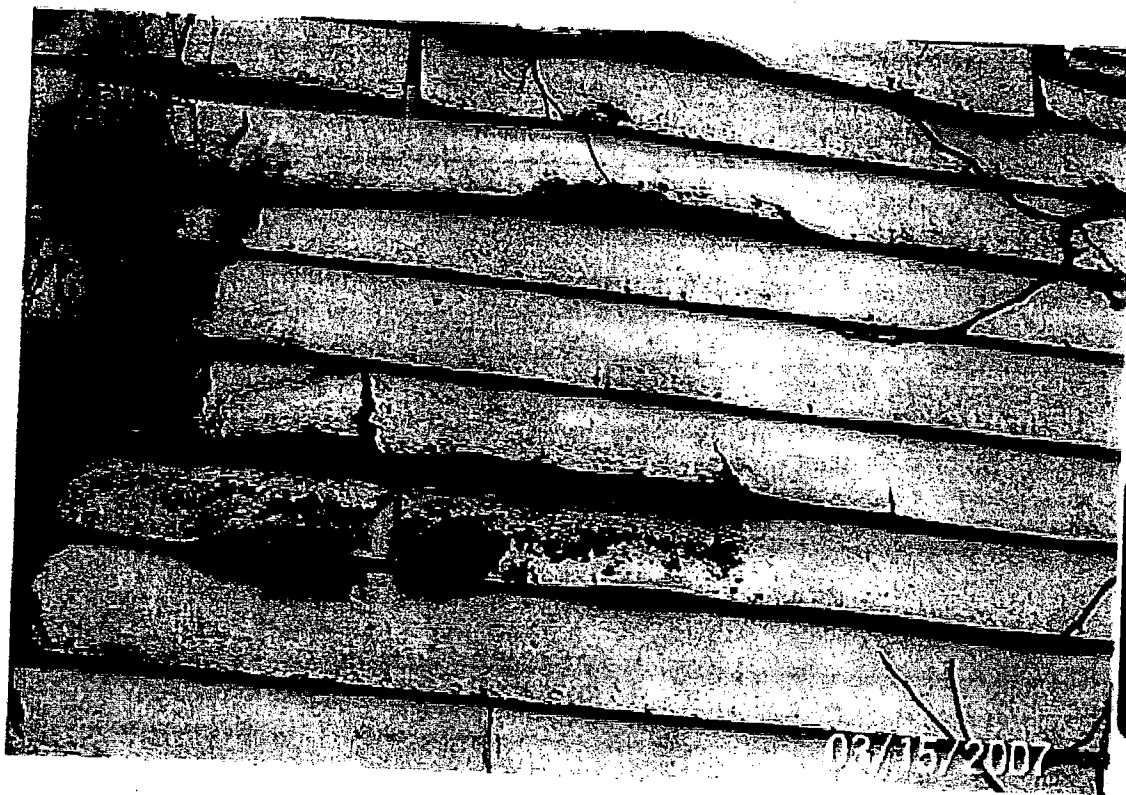


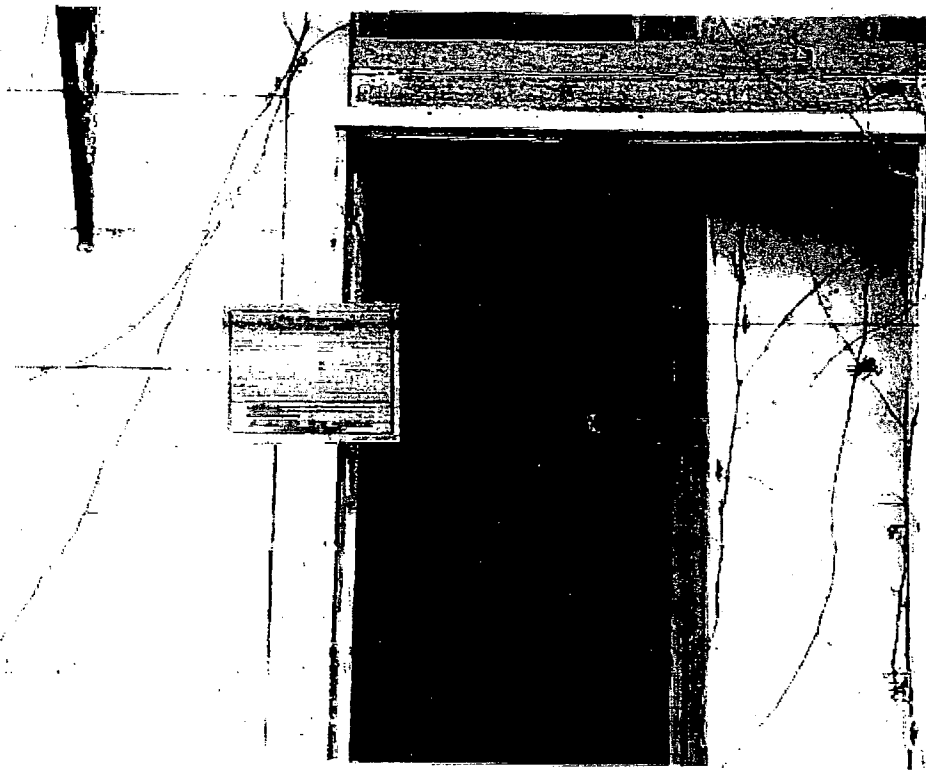




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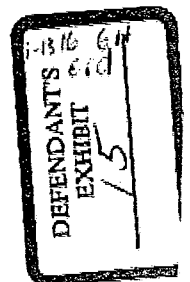
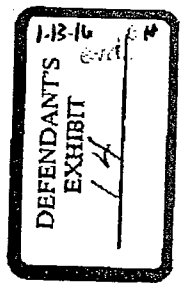
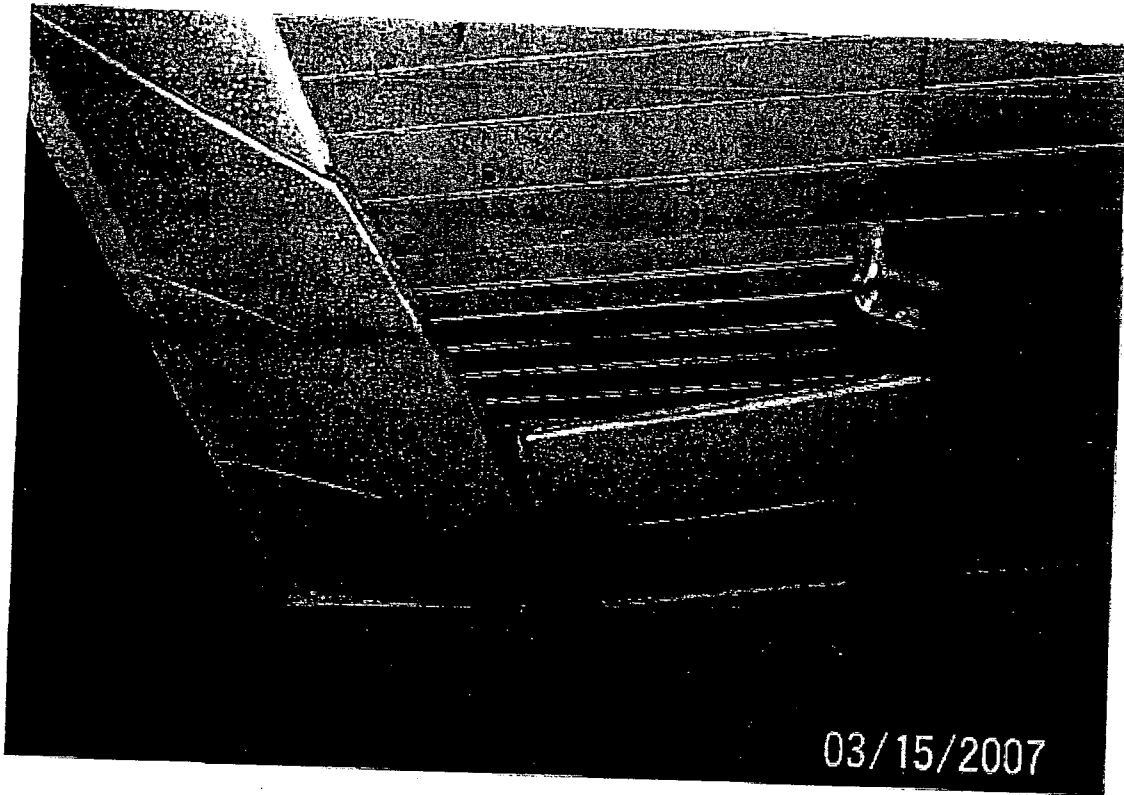
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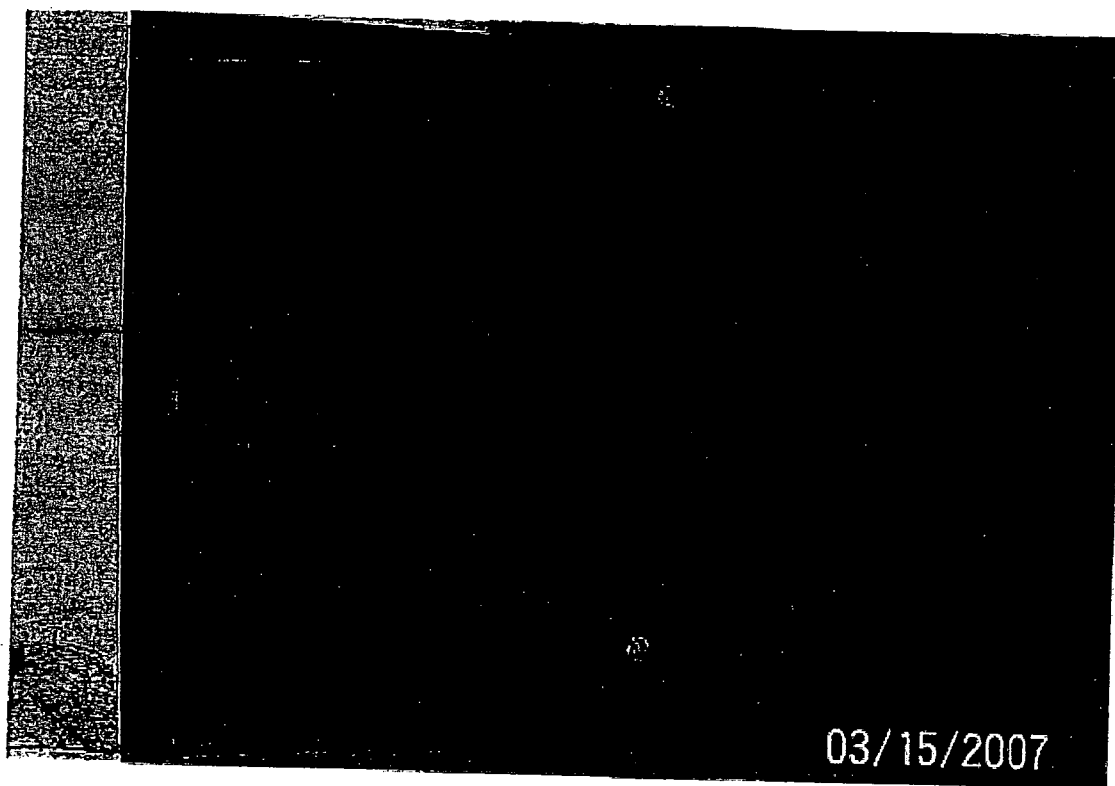


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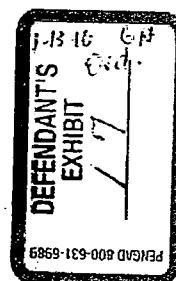


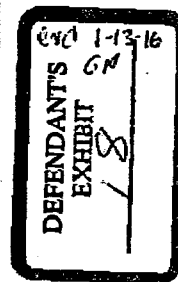
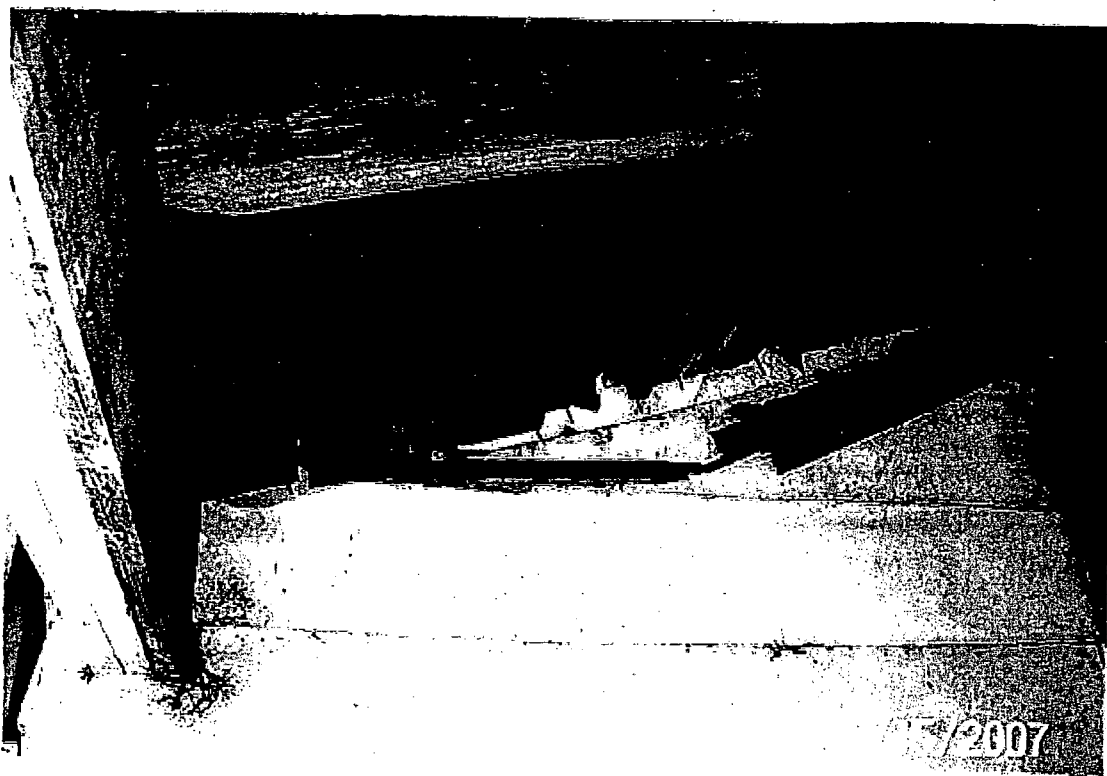
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PENAD 800-631-6989



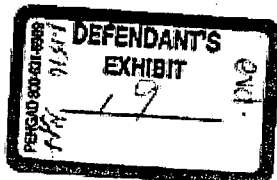
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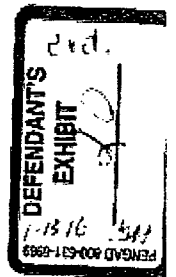
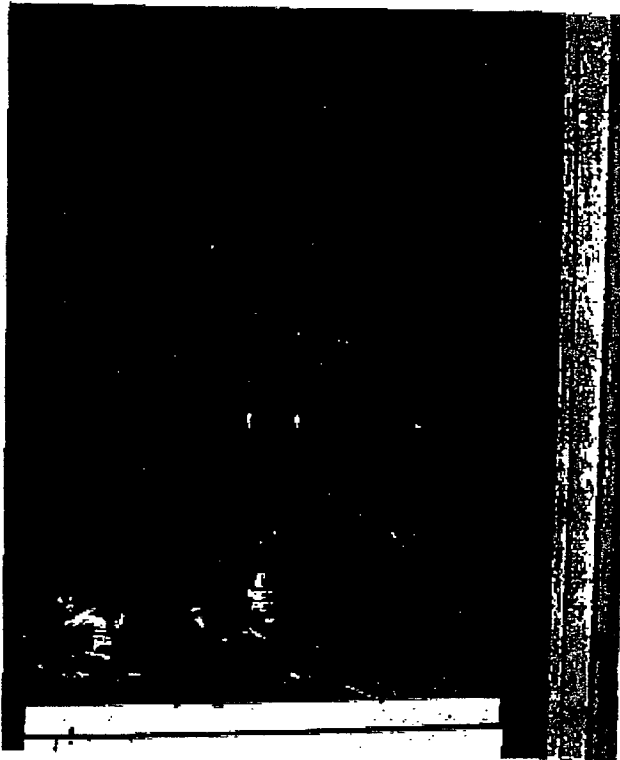


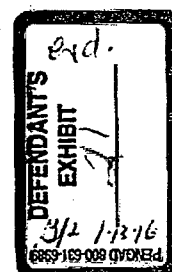


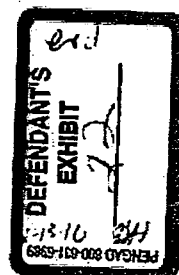
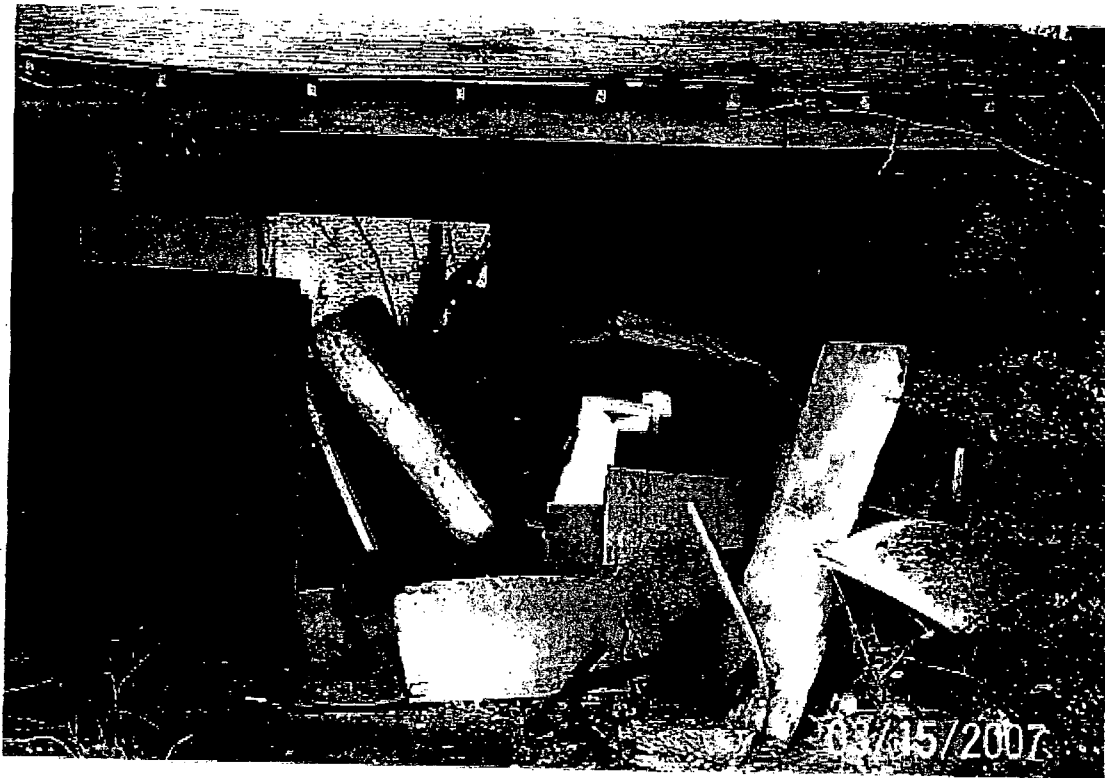
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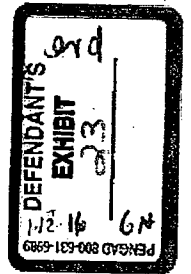
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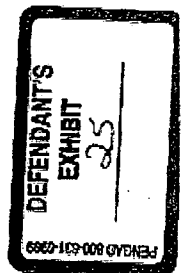
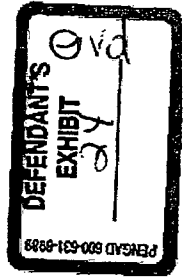




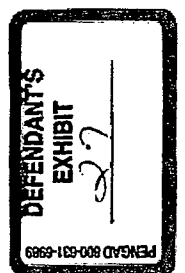
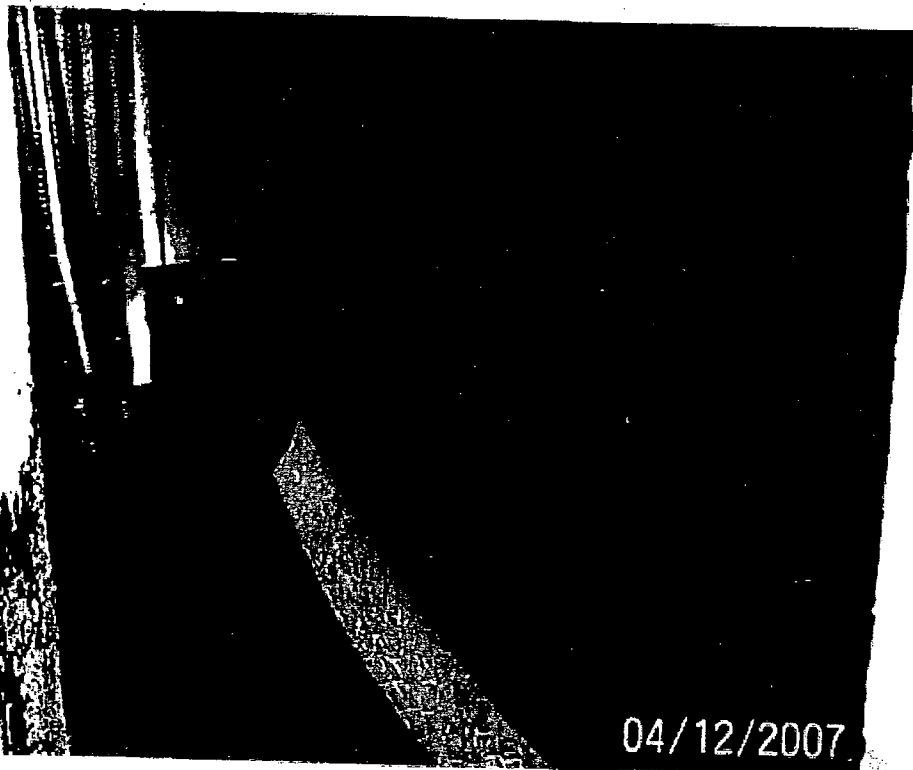
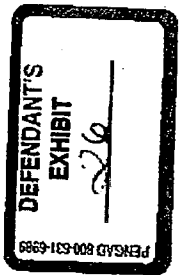




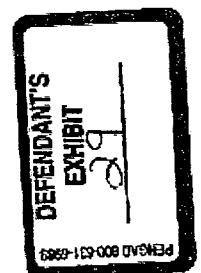
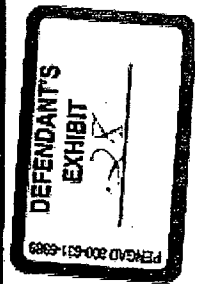
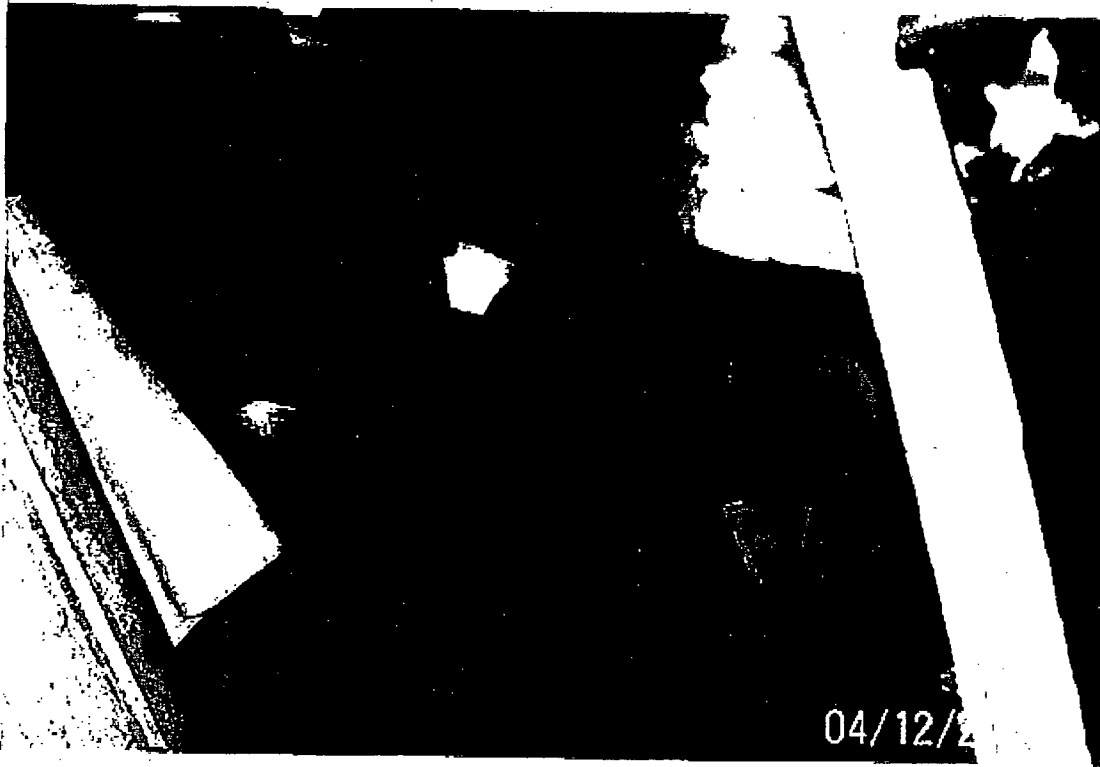
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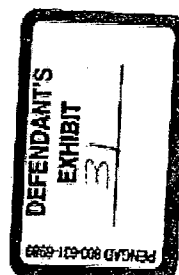
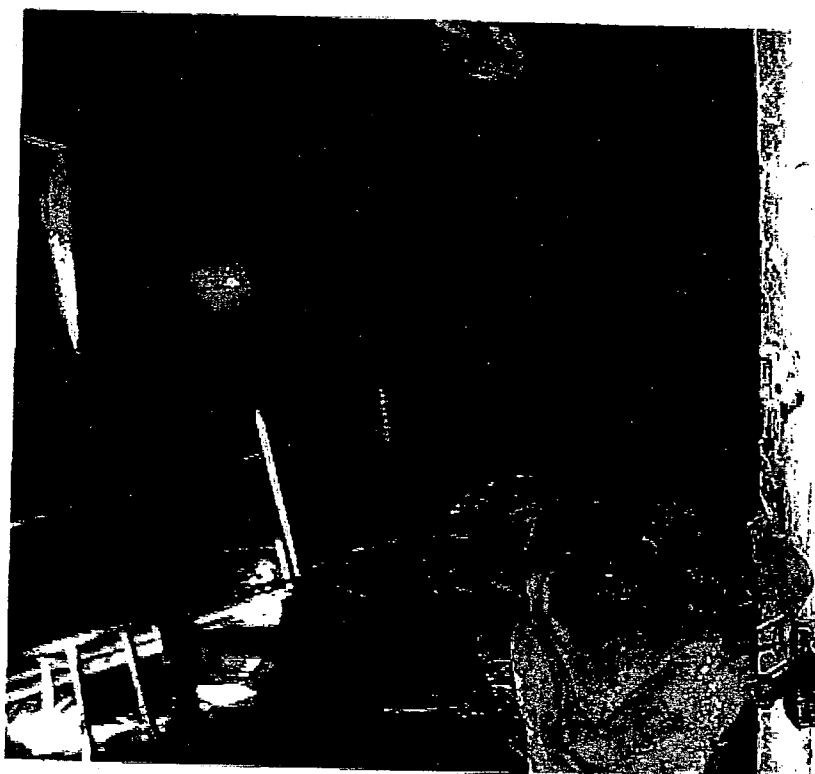
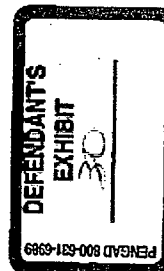
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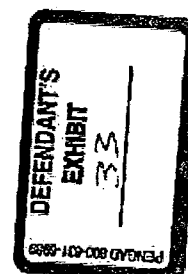
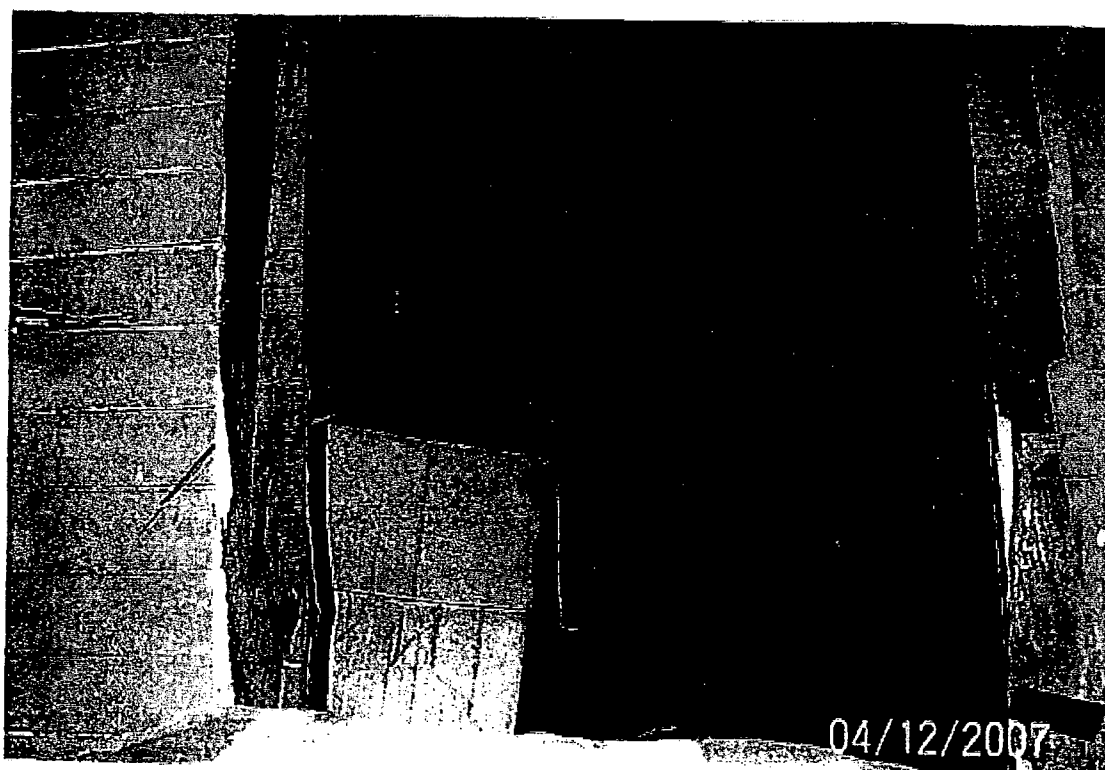
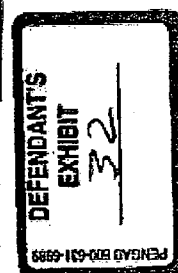
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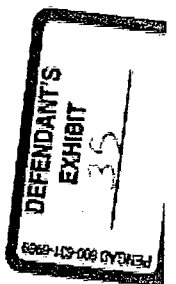
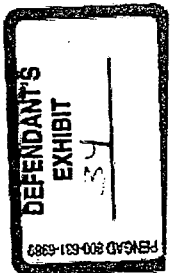


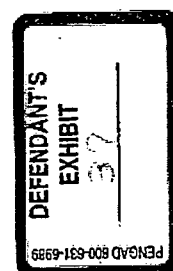
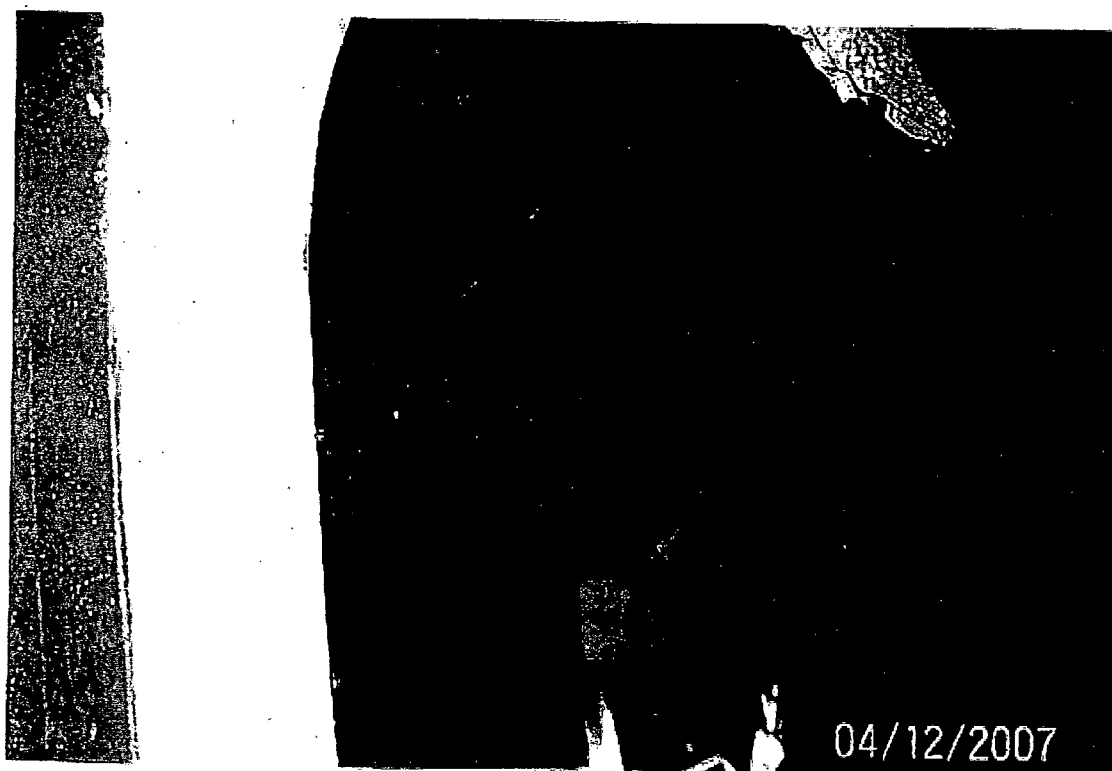
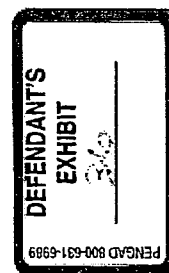
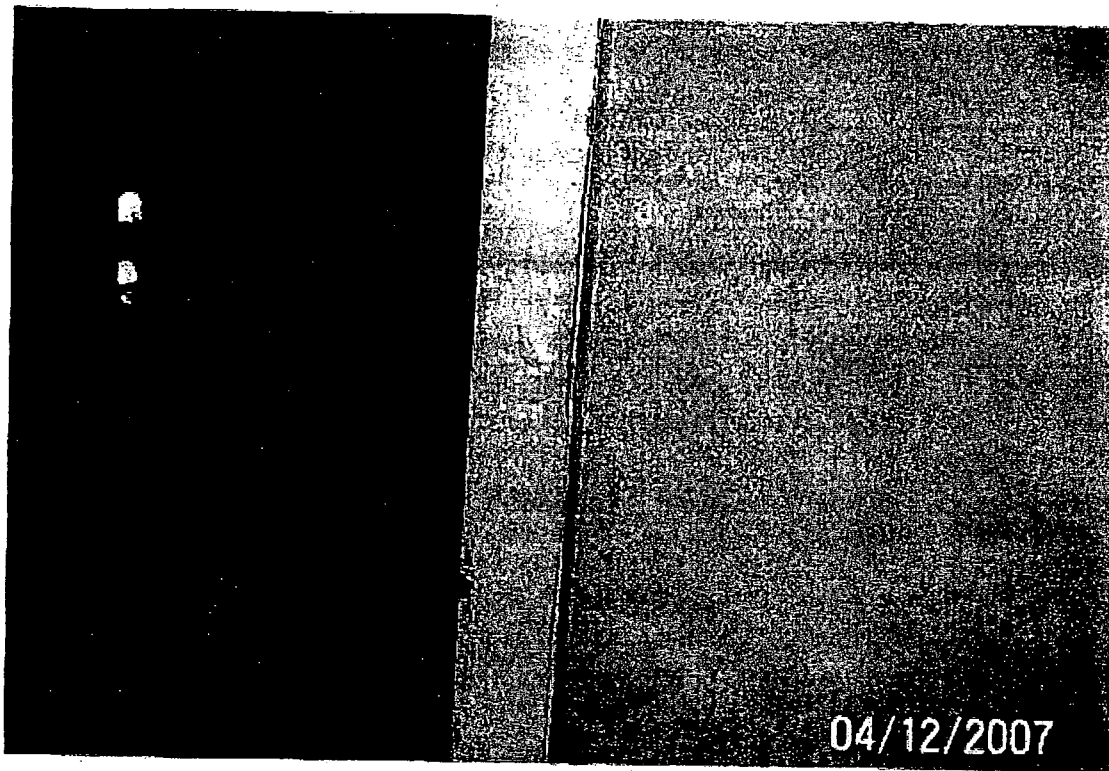
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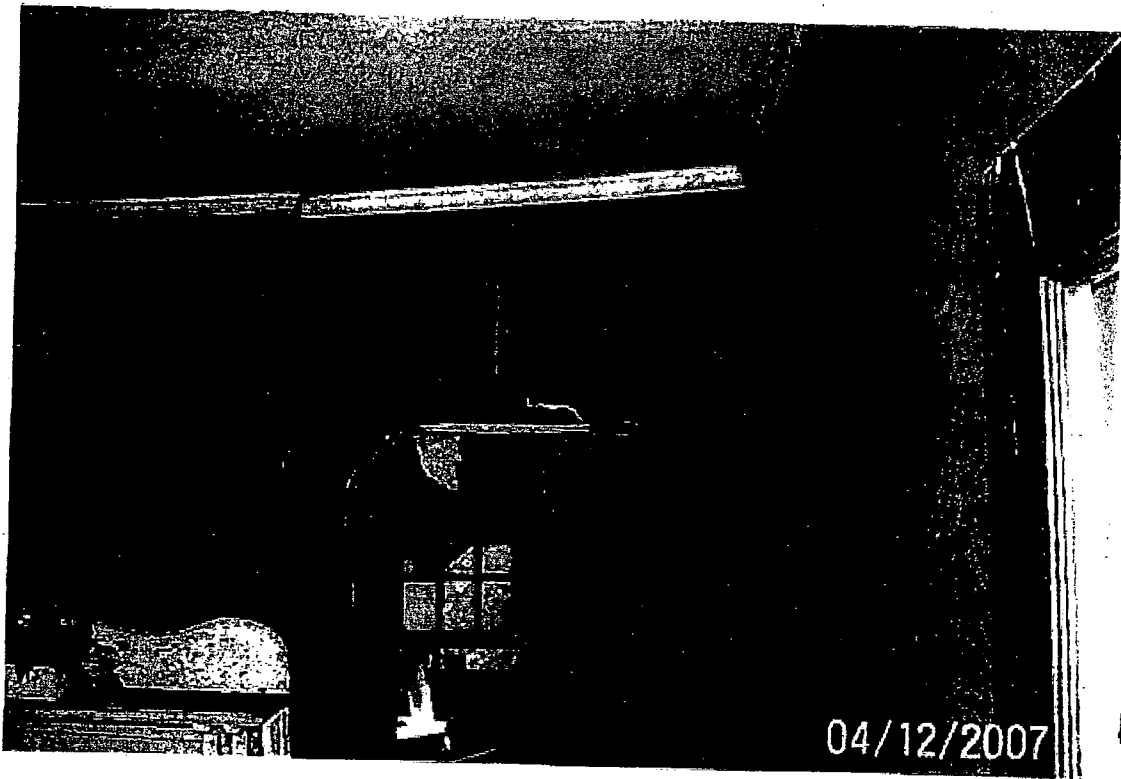


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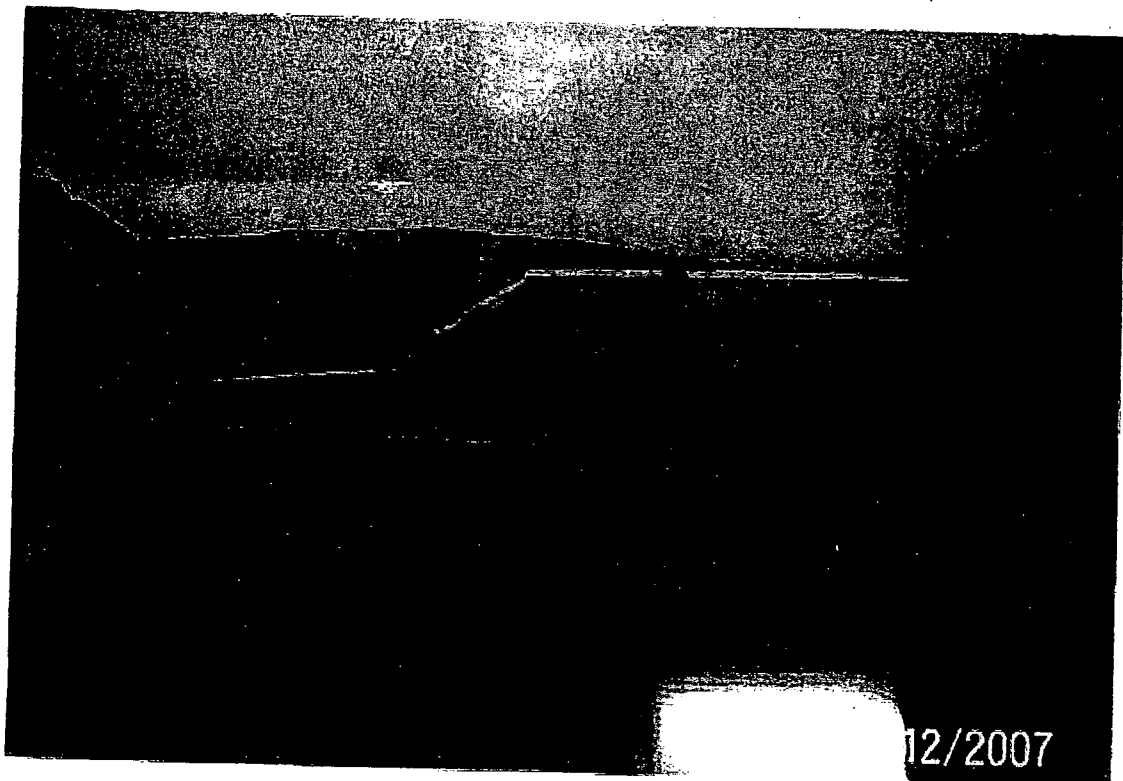
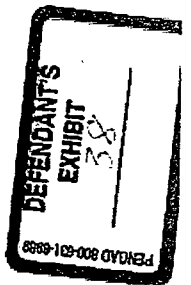




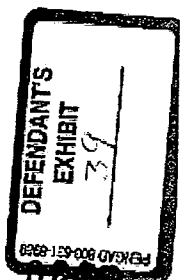




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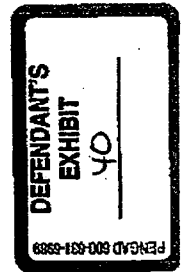


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STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

PROBATE COURT

IN THE MATTER OF (Decedent Name) Estate of James Gadson

CASE NUMBER 97ES22-161

APPLICATION FOR

(check any that apply)

PETITION FOR

INFORMAL

☒ PROBATE OF WILL

☒ APPOINTMENT

FORMAL

☐ TESTACY

☐ APPOINTMENT

Applicant/Petitioner

Address: 1764 Williams Rd., Wynnton, VA 14092

Telephone: 315-592-5921

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Nature of interest of undersigned: Children of deceased

2. Decedent Information

Name: James Gadson
Social Security Number: 51-34-4667
Date of Birth: February 16, 1914
Date of Death: October 9, 1996
Age at date of death: 82
Domicile at date of death: Georgetown (county) SC (state)

WALTER A. MARING
PROBATE COURT
GEORGETOWN COUNTY, SC
37 JUL 20 PM 2:08

3. Venue for this proceeding is proper in this county because:

- ☒ Decedent was domiciled in this county at date of death.
☐ Decedent was not domiciled in South Carolina, but property of Decedent was located in this county at date of death.
☐ Decedent has a right to take legal action in this county because:

4a. Names and addresses of devisees, including dates of birth of minors:

Name	Date of Birth	Address	Relationship to decedent
Job Gadson	12/3/35	1764 Williams Rd., Wynnton, VA 14092	Son
Julia Gadson	1/9/36	1764 Williams Rd., Wynnton, VA 14092	Daughter
William Gadson	9/10/55	86 Pershing St., Georgetown, SC	Son
Alvin Gadson	6/2/67	1929 Front St., Georgetown, SC	Son

4b. Names and addresses of intestate heirs who are not devisees, including dates of birth of minors:

Name	Date of Birth	Address	Relationship to Decedent

(use additional sheet if necessary)

FORM 300PC (1/91)
62-3-203, 62-3-301, 62-3-303, 62-3-401, 62-3-402, 62-3-409
62-3-414, 62-3-601, 62-3-704, 62-3-1090, 62-3-1120

GRAPHIC PRESS 3631 Dairies Street West Columbia South Carolina 29170 (803) 796-4707

TRUE AND CORRECT COPY
ATTEST: [Signature]

0692

5. Did decedent have any change of marital status or the birth or adoption of any children after execution of the Will (if one exists), or has any child of the decedent been born since his death, or is any birth of a child of the decedent anticipated? (This includes illegitimate children.)
☒ NO ☐ YES If yes, please explain on page 3.
6. To the best of your knowledge, was the decedent a patient in a South Carolina Mental Health facility during his/her lifetime?
☒ NO ☐ YES If yes, please explain on page 3.
7. Has a guardian or conservator ever been appointed for this person?
☒ NO ☐ YES If yes, please explain on page 3.
8. Has a personal representative of the decedent been appointed prior to this date by a Court in this state or elsewhere?
☒ NO ☐ YES If yes, please state details, including name and address of such Personal Representative, on page 3.
9. Have you received or are you aware of any demands for notice of any probate or appointment proceeding concerning the decedent that may have been filed in this state or elsewhere?
☒ NO ☐ YES If yes, please state details, including names and address, on page 3.
10. Have more than ten years passed since the decedent's death?
☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.
11. The decedent died with a personal estate of about the value of _____ and real estate of about the value of _____. (A full inventory and appraisal, form #350PC, must be filed within 90 days.) If decedent was a non-resident, please attach South Carolina Tax Commission form ET 101.
12. After the exercise of reasonable diligence, are you aware of any unrevoked will and/or codicil(s), other than the one(s) attached hereto, relating to property in this State?
☒ NO ☐ YES If yes, please explain on page 3 and then proceed to Section II.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the decedent's will:
☒ the original is attached
☐ the original is in the Court's possession
☐ an authenticated copy of a will probated in another jurisdiction is attached
☐ an authenticated copy of a will not probated in another jurisdiction is attached
☐ the will is lost, destroyed, or otherwise unavailable; however, a description of its contents is attached
2. Do you believe, to the best of your knowledge, the will described above was validly executed?
☒ YES ☐ NO If no, please explain on page 3.
3. The date of execution of the will was: June 24, 1991
 codicil(s): _____
4. Are you aware of any instrument or document amending or revoking the will?
☒ NO ☐ YES If yes, please explain on page 3.
5. Have you exercised reasonable diligence to determine there is no instrument or document revoking the will?
☒ YES ☐ NO If no, please explain on page 3.
6. Do you believe the will defined in "1" above is the decedent's last will?
☒ YES ☐ NO If no, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I AND II HERE.
(If more space is required, use additional sheet.)

III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. The name(s) and address(es) of the proposed Personal Representative(s) is/are.

John Gadsen, 7764 Clements RD., Syncote, PA 19095
Julia Gadsen Thomas, 1929 W. Front ST., Georgetown, SC 29440

2. Priority for this appointment is.

- ☒ named as Primary Personal Representative in will or nominee of Primary Personal Representative
- ☐ named as Alternate Personal Representative in will or nominee of Alternate Personal Representative
- ☐ surviving spouse of decedent who is devisee of decedent or nominee of said spouse
- ☐ other devisee of decedent (describe): _____ or nominee of said devisee
- ☐ surviving spouse of decedent or nominee of said spouse
- ☐ other heir of decedent (describe): _____ or nominee of said heir
- ☐ creditor (Forty-five days after death must have passed) or nominee of creditor
- ☐ other (describe): _____
- ☐ nominee of any of the above

3. List below the names of any other persons, if any, having a prior or equal right of appointment (see priority above).

IV ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

SWORN to before me this 16th day of June 1997
Julia Thomas
Robert Thomas
Notary Public for South Carolina
My Commission Expires 7/14/98

Signature: Julia Thomas
Name: JULIA THOMAS
Signature: John Madison
Name: John Madison
Ernest T. Graham
COMMISSION EXPIRES 8-10-2000

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a will be ☒ GRANTED ☐ DENIED informally this 20th day of June, 1997

Waldo A. Maring
WALDO A. MARING, Probate Court Judge

ORDER FOR HEARING ON FORMAL PETITION

IT IS HEREBY ORDERED that a hearing on this matter be set for:

DATE

TIME

PLACE

Pursuant to Section 62-1-401, the petitioner is ordered to give notice of this hearing to all interested persons at least twenty (20) days prior to the hearing

Executed this _____ day of _____, 19____

Probate Court Judge

1695
695

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I AND II HERE.

ORDER OF FORMAL TESTACY

On hearing of the above petition, this Court finds that the person is deceased, venue is proper, and the proceeding was commenced within appropriate time limits.

The Court further finds that:

☐ the decedent died intestate. The heirs are _____

☐ the decedent died testate. IT IS THEREFORE ORDERED, that the Last Will and Testament of the above-named decedent, dated _____, be admitted formally to probate.

Executed this _____ day of _____, 19 _____

☐ SEE ATTACHED ORDER

_____, Probate Court Judge

ORDER OF APPOINTMENT

IT IS HEREBY ORDERED that the above application-petition for appointment be granted upon the filing of a bond as appropriate, qualification and acceptance

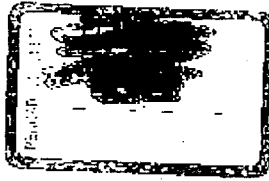
Executed this 20th day of June, 19 97

Waldo A. Maring
WALDO A. MARING, Probate Court Judge

QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate.

Signature: Julia Thomas
Name: JULIA THOMAS
Address: _____
Telephone (O): _____
(H): _____
Signature: John Gadson
Name: John Gadson
Address: _____
Telephone (O): _____
(H): _____
Attorney: _____
Address: _____
Telephone: _____



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STATE OF SOUTH CAROLINA
COUNTY OF Georgetown

PROBATE COURT

IN THE MATTER OF James Gadson

CASE NUMBER 97ES22-161

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RECEIVED 07/17/1998 09:15:01
07/18/98 Pg:59 Page:61
Folio:00000007 Date:07/18/98
County:Georgetown State:SC
Georgetown County, SC
Register of Deeds

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 9 day of Oct 19 96 and

WHEREAS, the estate of the decedent is being administered in the Probate Court for Georgetown County, South Carolina in File # 97ES22-161 and

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: Julia Thomas

Address: 1929 Front St

Georgetown S.C 29440

John L. Gadson

7764 Clements rd

Kynsate, P. A. 19095

Trevis M. Gadson

1929 Front St

Georgetown S.C 29440

the following described property:

All right, title and interest in and to that certain piece, parcel or lot of land situate, lying and being in the City of Georgetown, County of Georgetown, State of South Carolina, at the south corner of front street and G Avenue; butting and bounding; northeast in front on front street for a distance of one hundred (100) feet; southeast for a distance of one hundred thirty (130) feet, more or less, by property of Joe McCoy; southwest for a distance of one hundred (100) feet, more or less, by property of Ethel White; and Northwest for a distance of one hundred thirty (130) feet, more or less, on G Avenue

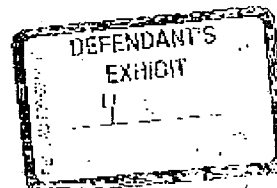
The right, title and interest, if any, of the above-named Grantor, in and to the subject premises having been acquired by that certain City Marshal's Tax Deed dated April 13, 1981 and recorded April 14, 1981 in the office of the Clerk of Court for Georgetown County in deed book 189 at page 615 to Victoria Gadson who deceased on May 22, 1988 and all right, and interest and to that certain piece, parcel or lot of land situate, went to James Gadson Victoria Gadson husband.

Specimen Address

1929 Front Street

Georgetown S.C 29440

8000 03 11 19 98



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00009508 07/17/1998 B885 P85A

TOGETHER with all and singular, the R. s. Members, Hereditaments and Appurtenances to the said Premises, Property, belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said John L. Gadsden
Julie THOMAS, Willie Singleton
heir heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed
this 16 day of July 1998

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Estate of: JAMES Gadsden

by Signature:

Julia Thomas

Witness:

Willie Singleton
Julia Thomas

Witness:

John L. Gadsden

STATE OF SOUTH CAROLINA
COUNTY OF

PROBATE

PERSONALLY appeared before me

and made oath that he/she saw the within named

Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with

witnessed the execution thereof.

SWORN to before me this 17 day of July

Witness Signature:

Julia Thomas
Willie Singleton

Notary Public for South Carolina

My Commission Expires: 8-8-2000

00009508
RECORDED 07/17/1998 02:50P
BK:885 Pg:85 Pages:1
Fee:10.00 State:0.00
County:0.00 Trans:0.00
Georgetown County, SC
Register of Deeds

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
IN THE MATTER OF James Gadson
CASE NUMBER 97ES22-161

PROBATE COURT

ACCOUNTING

☒ FINAL
☐ INTERIM # _____

The undersigned Personal Representative(s) submits this accounting, which covers the period from June 20, 1992 through March 24, 1998.

The documentation on the reverse side of this form sets forth a complete accounting for the period specified, which is summarized as follows:

Beginning Balance	<u>— 0 —</u>
Plus: Receipts	<u>72,288.34</u>
Subtotal	<u>72,288.34</u>
Less: Disbursements	<u>72,288.34</u>
Ending Balance	<u>— 0 —</u>

The Personal Representative declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representative(s).

SWORN to before me this 24th day of March, 1998.

Notary Public for South Carolina

My Commission Expires: 8-8-2000

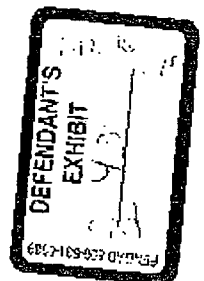
Signature: [Signature]
Name: John S. Hudson
Address: 1014 E. 1st St., 2nd Fl., 29093
Telephone (O): 215 572 5788
(H): 224 0400

Signature: [Signature]
Name: Julia Thomas
Address: 1014 E. 1st St., 2nd Fl., 29093
Telephone (O): 203 546-4238
(H): _____

GEORGETOWN COUNTY, SC
98 JUL 17 PM 3:11
WALDO A. MARING
PROBATE CLERK

TRUE AND CORRECT COPY
ATTES: [Signature]

[Signature]



RECEIPTS (assets received into estate)	DISBURSEMENTS (assets disbursed/paid out from estate)
Real Estate 36,642.00 Stocks and Bond 10,122.95 cash 15,523.39	Real Estate 36,642.00 cash {Julia Thomas} 15,523.39
I.L.A Insurance 10,000.00	Funeral 6,013.00 cash Julia Thomas 4,109.95 Julia Thomas (I.L.A.) 10,000 or
TOTAL 72,288.34	72,288.34



STATE OF SOUTH CAROLINA
COUNTY OF Georgetown

PROBATE COURT

IN THE MATTER OF James Gadson

CASE NUMBER 97ES22-161

PROPOSAL FOR DISTRIBUTION

Personal Representative(s): John Gadson, Julia Thomas

Name and Address of Distributee	Amount or Item
Willie Singleton 96 Pennecine Ct G Town	Real Estate (Book 210 Page 444) (deed 189 Page 598)
Alvin Walker	Real Estate deed V-2 Page 238
Trevim. Gadson	Real Estate (Book 211, Page 440) (deed 189 Page 615)
Julia Thomas	Real Estate (deed 189 Page 598) (Book 210 Page 440) " " (Book 210 Page 440) (deed 189 Page 615) Real Estate deed V-2 - Page 238
John Gadson	Real Estate (deed 189 Page 598) (Book 210 Page 444) " " (Book 210 Page 440) (deed 189 Page 615)
Julia Thomas	cash 19,633.35

Executed this 24 day of March, 19 98

Signature: [Signature]
Name: John Gadson
Address: 1711 West Clementine Rd
Georgetown, SC 29440
Telephone (O): 215 226-0400
(H): 215 572 5779

Signature: [Signature]
Name: Julia Thomas
Address: 1924 Front St
Georgetown S.C. 29440
Telephone (O): 853-946-4238
(H):

0701

STATE OF SOUTH CAROLINA
COUNTY OF Georgetown
IN THE MATTER OF James Gadsen
CASE NUMBER 97ES 22-161

PROBATE COURT

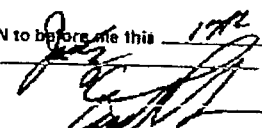
PROOF OF DELIVERY

On the 17 day of July 19 98 I mailed or delivered a copy of
notice of Right to Demand Hearing, Final Accounting, Petition for Settlement
a copy of which is attached hereto and incorporated herein, by the following method (check appropriate box):

- ☒ personal delivery
☐ ordinary first class mail
☐ certified mail
☐ registered mail

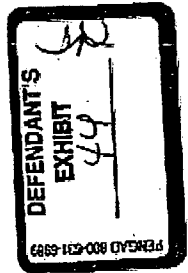
to each of the following persons at the addresses shown:

NAME	ADDRESS
Willie Singleton	86 Pennine Ct Georgetown S.C. 29440
John Walker	1934 Emanuel St. Georgetown S.C. 29440
Troy M. Gadsen	1029 Front St. Georgetown S.C. 29440
Julia Thomas	1029 Front St. Georgetown S.C. 29440
John L. Gadsen	7764 Clements Rd. Myrtle B.A. 19095

SWORN to before me this 17th day of July 1998

Notary Public for South Carolina
My Commission Expires: 8-2000

Signature: Julia Thomas
Name: Julia Thomas
Address: 1029 Front St.
Georgetown S.C. 29440
Telephone (O): 843-546-4238
(H):
Signature: John L. Gadsen
Name: John L. Gadsen
Address: 7764 Clements Rd
Myrtle B.A. 19095
Telephone (O): 215-226-0460
(H): 215-577-9780

GEORGETOWN COUNTY, SC
98 JUL 17 PM 3:10
WALDO A. MARINE
PROBATE COURT



STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

PROBATE COURT

IN THE MATTER OF JAMES GADSON

CASE NUMBER 97E322-161

INVENTORY AND APPRAISEMENT

☐ ORIGINAL
☐ SUPPLEMENTAL # _____

Personal Representative(s): JOHN GADSON and JULIA GADSON THOMAS

Decedent's Social Security Number: 25134-4667

Was there a will? ☒ YES ☐ NO

Decedent's Date of Death: Oct 9, 1996

Domicile at death: Georgetown S.C.
(county) (state)

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 15th day of March, 1997

Signature: Julia Thomas
Name: Julia H. Thomas
Address: 1929 Front St
Georgetown S.C. 29440
Telephone (O): 803-546-4238
(H): _____

Notary Public for South Carolina

My Commission Expires: 8-8-2000

Signature: John Gadson
Name: John H. Gadson
Address: 1929 Front St
Georgetown S.C. 29440
Telephone (O): 803-546-4238
(H): _____

Attorney: John D. Gadson
Address: Capital Bank
Telephone: 803-546-4238

For estates of decedents, the gross fair market value of all assets, regardless of situs, should be given as of the date of death. Listed out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisal shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Out-of-state	In-state
Schedule A - Real Estate	\$	\$ 36,642.00
Schedule B - Stocks and Bonds		10,222.85
Schedule C - Mortgages, Notes and Cash		15,523.92
Schedule D - Insurance on Decedent's Life: Part 1 - Payable to Estate		
Part 2 - Payable to Beneficiary		10,000.00
Schedule E - Jointly Owned Property		
Schedule F - Other Miscellaneous		
Schedule G - Transfers during Decedent's life		
Schedule H - Powers of Appointment		
Schedule I - Annuities		
TOTAL GROSS VALUE	\$	
ENCUMBRANCES	\$	
TOTAL NET WORTH	\$	\$ 72,288.34

NOTE: WHEN COMPLETING THE FOLLOWING SCHEDULES, PLEASE REMEMBER TO LIST ALL ASSETS, REGARDLESS OF SITUS. ALL OUT-OF-STATE ASSETS MUST BE DISCLOSED.

SCHEDULE A — Real Estate (All interest in real property except those held with right of survivorship) (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Tax Assessor's Fair Market Value for year of Decedent's Death	Appraised Value	Appraised Value of Decedent's Interest
05-0622 <i>031-06.06</i>	Land Deed 13-71	5980		5980
05-0017 <i>6129-06.98</i>	Land Deed 210-449	2730		2730
05-0017 <i>(162.06.06)</i>	Land Deed 210-446	6045		6045
	Building	21887		21887

TOTAL SCHEDULE A:
(also enter under recapitulation, page 1)

\$ 3664

SCHEDULE B — Stocks and Bonds (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Face Value	Appraised Value
----------	-------------	------------	-----------------

CD Bond

10,122.45

TOTAL SCHEDULE B:
(also enter under recapitulation, page 1)

\$ 10,122.95

SCHEDULE C — Mortgages, Notes and Cash (If none, so state.) (For jointly owned property with right of survivorship, see schedule E)

Item No.	Description	Value
----------	-------------	-------

TOTAL SCHEDULE C:
(also enter under recapitulation, page 1)

\$ 15,523.39

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE D - Insurance (If none, so state.)**Part 1 - Life Insurance Payable to the Estate**

Item No.	Description	Value
----------	-------------	-------

TOTAL PART 1

(also enter under recapitulation, page 1)

\$ _____

Part 2 - Life Insurance Payable to Beneficiaries

Item No.	Description	Beneficiary	Value
----------	-------------	-------------	-------

1	I.L.A. Life	julia Thomas	\$10,000
\$10,000			

TOTAL PART 2

(also enter under recapitulation, page 1)

\$ _____

SCHEDULE E - Jointly owned Property (with right of survivorship) (If none, so state.)**NOTE:** You must complete Schedule E if the decedent owned any property jointly with right of survivorship at the time of death, whether or not the decedent's interest is includible in the gross estate.**Percentage includible:**

1 - Joint interest held by decedent and spouse — the amount included is one-half (50%) of the value in all cases.

2 - Other joint interest — Generally you must include the full value of the jointly owned property in the gross estate. However, the full value should not be included if you can show that a part of the property originally belonged to the other tenant(s). The amount included is the amount of the decedent's contribution to the joint account(s).

Item No.	Description	Joint Owner(s)	Percentage Includible	Appraised Value of Decedent's Interest
----------	-------------	----------------	-----------------------	--

TOTAL SCHEDULE E

(also enter under recapitulation, page 1)

\$ _____

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE F - Miscellaneous Personal Property - (tangible personal property, employment bonus or award, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, etc.) (If none, so state.) (For jointly owned property with right of survivorship, see schedule E.)

Item No.	Description	Value
----------	-------------	-------

TOTAL SCHEDULE F
(also enter under recapitulation, page 1)

\$ _____

SCHEDULE G - Transfers During Decedent's Life - Transfers intended to take effect at death: United States Government Bonds "Payable on Death"; Trust created by Decedent in which income for life was retained; life insurance transfers; Lifetime transfers of real property in which Decedent retains a life estate or other incidents of ownership. (If none, so state.)

Item No.	Description	Value
----------	-------------	-------

TOTAL SCHEDULE G
(also enter under recapitulation, page 1)

\$ _____

(If more space is required, insert tax schedules or additional sheets of same size.)

FORM 1041PC (1/79)

PAGE 4 OF 5

(If more space is required, insert tax schedules or additional sheets of same size.)

FORM 1041PC (1/79)

PAGE 5 OF 5

0706

SCHEDULE H - Powers of Appointment - Property over which Decedent possessed a Power of Appointment both real and personal, whether Testamentary or otherwise (if none, so state.)

Item No.	Description	Value
----------	-------------	-------

TOTAL SCHEDULE H
(also enter under recapitulation, page 1)

\$ _____

SCHEDULE I - Annuities (if none, so state.) (IRA's, Keogh's, etc.)

Item No.	Description	Value
----------	-------------	-------

TOTAL SCHEDULE I
(also enter under recapitulation, page 1)

\$ _____

(If more space is required, insert tax schedules or additional sheets of same size.)

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., but not general debts of the estate) - List specific assets encumbered

Item No.	Schedule & Item Number Encumbered Thereby	Description & Amount
	BK2-1461 93 CL22-22	City of Georgetown 16,292.50 (06-0017-13200.00) Decd 210 444

TOTAL ENCUMBRANCES
(also enter under recapitulation, page 1)

\$ _____

MANIFESTLY NON-TAXABLE

(To be executed by the Probate Court Judge in those cases where it appears that the estate is not REPORTABLE to the South Carolina Tax Commission under the provisions of the Estate Tax Laws of the State of South Carolina, i.e., the total gross value is indicated to be less than prescribed limits.)

It appears from the foregoing record of the above captioned estate on file in the Probate Court of this County, such estate is not reportable to the South Carolina Tax Commission.

Executed this _____ day of _____, 19 _____

Probate Court Judge

(If more space is required, insert tax schedules or additional sheets of same size.)

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., but not general debts of the estate) - List specific assets encumbered

Item No.	Schedule & Item Number Encumbered Thereby	Description & Amount
	BK2-1461 93 CL22-22	City of Georgetown 16,292.50 (06-0017-13900.00) Deed 210 444

TOTAL ENCUMBRANCES
(also enter under recapitulation, page 1)

\$ _____

MANIFESTLY NON-TAXABLE

(To be executed by the Probate Court Judge in those cases where it appears that the estate is not REPORTABLE to the South Carolina Tax Commission under the provisions of the Estate Tax Laws of the State of South Carolina, i.e., the total gross value is indicated to be less than prescribed limits.)

It appears from the foregoing record of the above captioned estate on file in the Probate Court of this County, such estate is not reportable to the South Carolina Tax Commission.

Executed this _____ day of _____, 19 _____

Probate Court Judge

(If more space is required, insert tax schedules or additional sheets of same size.)

City of Georgetown
Building Department

120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 527-1255

Jason Goude, Building Official

NOTICE OF UNSAFE STRUCTURE

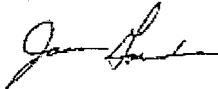
Date: 5/31/2006
Attn: Victoria Gadson
Tax Map #: 5-17-162
Subject: 1929 Front St.

Dear Victoria Gadson,

The City of Georgetown Building Department is hereby serving notice that the subject property cited above has been declared unsafe due to inadequate maintenance. This department has conducted a general inspection of the property and has found it to be in desperate need of repair.

Please notify the City of Georgetown Building Department immediately concerning the terms of this notice, as we will do everything that we can to assist you in resolving this matter. An appointment for a formal inspection must be set up and conducted before the proper permits can be issued to do any and all work. Affirmative action regarding this issue must take place within thirty (30) days of the date of this notice. Failure to comply with this notice will result in this building being condemned.

Jason Goude

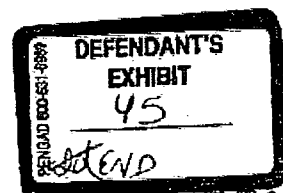


Building Official

City of Georgetown

Building Department
120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442

Victoria Gadson
7764 Clements Rd.
Wyncote, PA 19095



0710

City of Georgetown

Building Department

120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 527-1285

Jason Goude, Building Official

SECOND NOTICE OF UNSAFE STRUCTURE

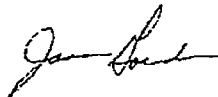
Date: 7/7/2006
Attn: Victoria Gadson
Tax Map #: 5-17-162
Subject: 1929 Front St.

Dear Victoria Gadson,

The City of Georgetown Building Department is hereby serving notice that the subject property cited above has been declared unsafe due to inadequate maintenance. This structure must be made safe or taken down immediately. A notice was sent out to on May 31, 2006 stating that affirmative action regarding this issue must take place within thirty (30) days. Thirty days have expired without anyone notifying the City of Georgetown Building Department that action is being taken to remedy the unsafe condition of the property cited above. Therefore, the City of Georgetown Building Department is following the guidelines of the 2003 International Building Code and South Carolina state law by posting an Unsafe Structure Notice on the premises and issuing this second notice.

If the City of Georgetown Building Department is not notified immediately concerning the terms of this notice, we will begin to acquire bids to have the structure demolished. Affirmative action regarding this issue must take place within thirty (30) days of the date of this notice. Failure to comply with this notice will result in this building being condemned.

Jason Goude

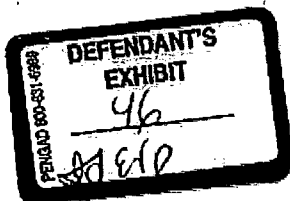


Building Official

City of Georgetown

Building Department
120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442

Victoria Gadson
7764 Clements Rd.
Wyncote, PA 19095



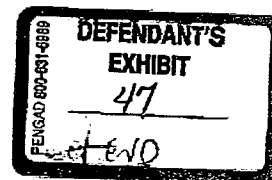
0711



Permit # _____
(Office Use)

City of Georgetown Building Permit Application

Location: <u>1929 Front St</u>		Zoning: <u>R-5</u>
TMS#: <u>5-17-162</u>		Proposed Use: _____
Owner: <u>Julia Thomas (with Single)</u>		Mailing Address: <u>503-527-0039</u>
Phone #: <u>503-527-0039</u>		Fax: <u>6-344-3101</u>
Contractor: <u>Willie Singleton</u>		Mailing Address: <u>503-527-0039</u>
Phone #: <u>603-527-0039</u>		Fax: _____
City Business License # _____		State License # <u>KB-1-735</u> Exp. Date: <u>6-30-02</u>
Architect _____ Designer _____ Name: _____		
Mailing Address: _____		
Phone #: _____ Fax: _____		
Engineer(s): _____		
State Registration #: _____ Mailing Address: _____		
Phone #: _____ Fax: _____		
Type of Work: ☐ New ☐ Addition ☐ Alteration ☒ Repair		
☐ Move ☐ Remove ☐ Electric ☐ Plumbing		
☐ Gas ☐ Other _____		
Explain: <u>REPAIR 2 doors 1 window</u>		
Describe work: ☐ Commercial ☒ Residential ☐ Other _____		
Explain Work Specifically: _____		
Signature of Contractor or Authorized Agent: <u>Willie Singleton</u>		Valuation of Work: \$ <u>500</u>
Please Print Name Here: <u>Julia Thomas</u>		(Materials & Labor)
Signature of Owner: <u>Julia Thomas</u>		Total Square Footage: _____
Please Print Name Here: _____		(If Applicable)
Appl. _____		
Accepted By: _____		
Zoning _____		





120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 545-4009

City of Georgetown Building Department

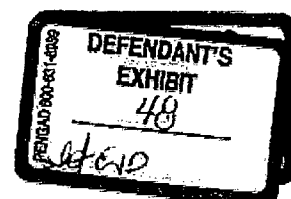
FINAL NOTICE UNSAFE STRUCTURE

Date: 12/8/06
Attn: Victoria Gadson
Tax Map #: 5-17-162
Subject: 1929 front St.

Dear Ms. Gadson,

The City of Georgetown Building Department is hereby serving notice that the subject property cited above has been declared unsafe due to inadequate maintenance. A notice was sent out on May 31, 2006 stating that affirmative action regarding this issue must take place within thirty (30) days. A second notice was sent out on July 15, 2006. This property has also been posted on site as an Unsafe Structure. At least Sixty days have expired without anyone notifying the City of Georgetown Building Department that action is being taken to remedy the unsafe condition of the property cited above. Therefore, the City of Georgetown Building Department is taking the necessary actions to condemn this structure and have it demolished. Any and all cost incurred to the City for this process will be billed to the homeowner, if the charges are not paid within thirty days they will be levied against your City tax bill.

Stephen Stack
Building Official

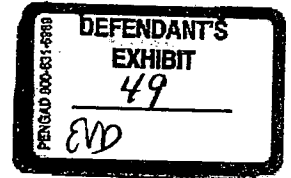


0713

501 N. Congdon

C.C. Mayor Wilson
C.C. attorney M^cFarland
C.C. Building inspectors

To Building inspectors



The former building inspector wrote John Hadson my brother about our property at 1929 Front Street. The State of D.C. is under the S.B.C.C.T. Building codes therefore any building that the city of Georgetown condemns before that building can be demolished a paper trail is required, that procedure is in the S.B.C.C.T. which is the 1986 abatement code which consist of six steps even though the city under the former inspector chose to ignore the abatement code, went to the building department and pulled out the necessary paper work to fix the house at 1929 Front St. Being a State license contractor I know the paper work was proper, I have gotten several permits from this office since then to do work for customers. spoke to one of the inspectors about the permit weeks ago and after word the building department sent my brother another letter. I would like response to my complaint in writing. no 1. why the city chose not to use the 1986 abatement code, no two the city would not respond to an application that was sent to their attention and choose to write another notice John Hadson. no three - a copy of the procedure used by the city when condemning a building.

7006 0100 0003 4153 5037

CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64
Postmark Here	
Send To <u>Willie Singleton</u>	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	

120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 545-4009

of Georgetown
ing Department

*Copied
mailed
on
Jan.
1-26-07*

January 26, 2007

Willie Singleton
501 N. Congdon
Georgetown, SC 29440

Mr. Singleton,

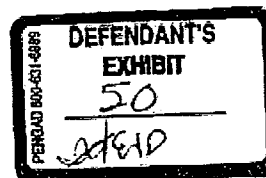
I am writing in response to the letter that you hand delivered to this office on Thursday January 11, 2007 concerning property at 1929 Front Street. I will address your questions as follows:

Number one: Your question is, Why the City choose not to use the 1986 abatement code? Response, The SBCCI you referred to in the first paragraph was used prior to year 2000. At this time we are under the International Building Code (IBC).

Number two: Your question is, Why the city did not respond to an application that was brought to their attention and choose to write another letter? Response, The property at 1929 Front Street is in need of removal due to safety concerns and also, the ability to rebuild maybe beyond reason due to the lack of preventive maintenance to the property. The request was for window replacement, does not resolve the structural integrity of this structure.

Number three, A copy of the procedure used by the City when condemning a building? Response, The city follows the IBC.

Stephen Stack
Building Official



0715

City of Georgetown

GEORGETOWN, SOUTH CAROLINA

- ☐ BUILDING PERMIT
- ☐ PLUMBING
- ☐ ELECTRICAL
- ☐ MECHANICAL
- ☐ GAS

1

Applicant to complete numbered spaces only.

JOB ADDRESS
OWNER

1		JOB ADDRESS 1929 Front St	
LEGAL DESCR	Map No.	Parcel No.	DATE OF APPLICATION 3-1-07
OWNER	MAIL ADDRESS		PLOT PLAN YES NO BUILDING PLANS YES NO
2	Willie Singleton John Godson		ZIP PHONE
CONTRACTOR	MAIL ADDRESS		PHONE
3	Willie Singleton 86 Pennine		State License No. 609788
BUSINESS LICENSE NO.			
4	ARCHITECT OR DESIGNER		MAIL ADDRESS PHONE REGISTRATION NO.
5	ENGINEER		MAIL ADDRESS PHONE REGISTRATION NO.
6			
USE OF BUILDING			
7	Storage		
8	Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☒ REPAIR ☐ MOVE ☐ REMOVE		
9	Describe work: Roof Windows Door sill		
DEFENDANT'S EXHIBIT 51			
10	Valuation of work: \$ 8000.00		Permit No. PERMIT FEE
SPECIAL CONDITIONS:		Type of Const.	Occupancy Group Flood Zone
		Size of Bldg. (Total) Sq. Ft.	No. of Stories Use Zone
APPLICATION ACCEPTED BY		PLANS CHECKED BY	APPROVED FOR ISSUANCE BY
		Final Inspection	Approval For Occupancy/Use
		No. of Dwelling Units	OFFSTREET PARKING SPACES:
		Zoning: Front Left Right Rear	
		Setbacks	
		Permit Fees	Permit Review Zoning Fire Const. Sign Total
		Notes: This structure is beyond repair. Request for permit denied, for roof windows door sill?	
NOTICE This application shall become the BUILDING PERMIT when approved by the Building and Zoning Administrator Inspector. The permit issued shall be construed to be a license to proceed with the work and shall not be construed as authority to violate, alter or set aside any of the provisions of the Building Code or Zoning Ordinance, nor shall such issuance of the Permit prevent the Building Official from hereafter requiring a correction of error in plans or in construction of or violations of the Building Code or Zoning Ordinance. This Permit shall become invalid unless the work authorized is commenced within six (6) months after its issuance and work is completed within 18 months after its issuance. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE ALL REQUIRED INSPECTIONS. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Law and Ordinances governing this type of work will be complied with. Signature of Contractor or Authorized Agent: Willie Singleton 3-11-07 (DATE) Signature of Owner (if Owner Builder): (DATE)			

0716



120 N. Fraser Street
P. O. Drawer 939
Georgetown, SC 29442
Phone: (843) 545-4010
Fax: (843) 545-4009

City of Georgetown Building Department

March 20, 2007

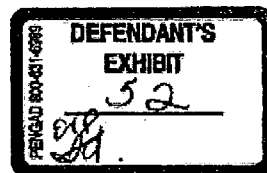
Willie Singleton
501 N. Congdon St.
Georgetown, SC 29440

Mr. Singleton,

This letter is in response to your request for a building permit concerning 1929 Front St. The permit makes a request for roof, windows along with doorsill replacements. As you are aware from previous letters along with personal contact with this office the structure located at 1929 Front St. is on the City's unsafe structure list. You are in receipt of the letters concerning this. Mr. Singleton as we have discussed the repairs requested on the permit application will not sustain the integrity of the structure. This letter is denying your permit application.

Also this structure is under contract for removal and will be under demolition activities within the next 10 working days.

Stephen Stack
Building Official



7004 2510 0003 2165 8400

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$4.64
Sent To	W. Singleton 0717
Street, Apt. No., or PO Box No.	501 N. Congdon
City, State, ZIP+4	

TOWN SC
MAR 21 2007

#172

- (H) Claims and litigation
 - (I) Personal relationships and affairs
 - (J) Benefits from military service
 - (K) Records, reports and statements
 - (L) Full and unqualified authority to my attorney-in-fact/agent to delegate any or all of the foregoing powers to any person or persons whom my attorney-in-fact/agent shall select
 - (M) Access to safe deposit box(es)
 - (N) To authorize medical and surgical procedures (Pennsylvania only)
 - (O) All other matters
- Durable Provision:
- (P) If the blank space in the block to the left is initialed by the Grantor, this power of attorney shall not be affected by the subsequent disability or incompetence of the Grantor.
- Other Terms:

My attorney-in-fact/agent hereby accepts this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interests as he/she in his/her best discretion deems advisable, and I affirm and ratify all acts so undertaken.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

Signed under seal this 27 day of Feb, 2002.

Sign in the presence of:

Kathleen Sample
Witness
Martha Gibson
Witness

Julia Ruth Thomas
Grantor
Willie L. Singleton
Attorney-in-Fact/Agent

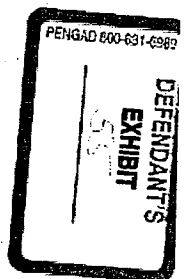
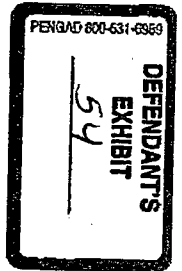
State of South Carolina
County of Georgetown
On Feb 27, 2002 before me,

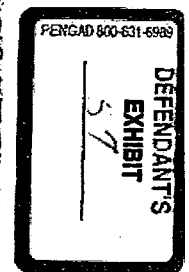
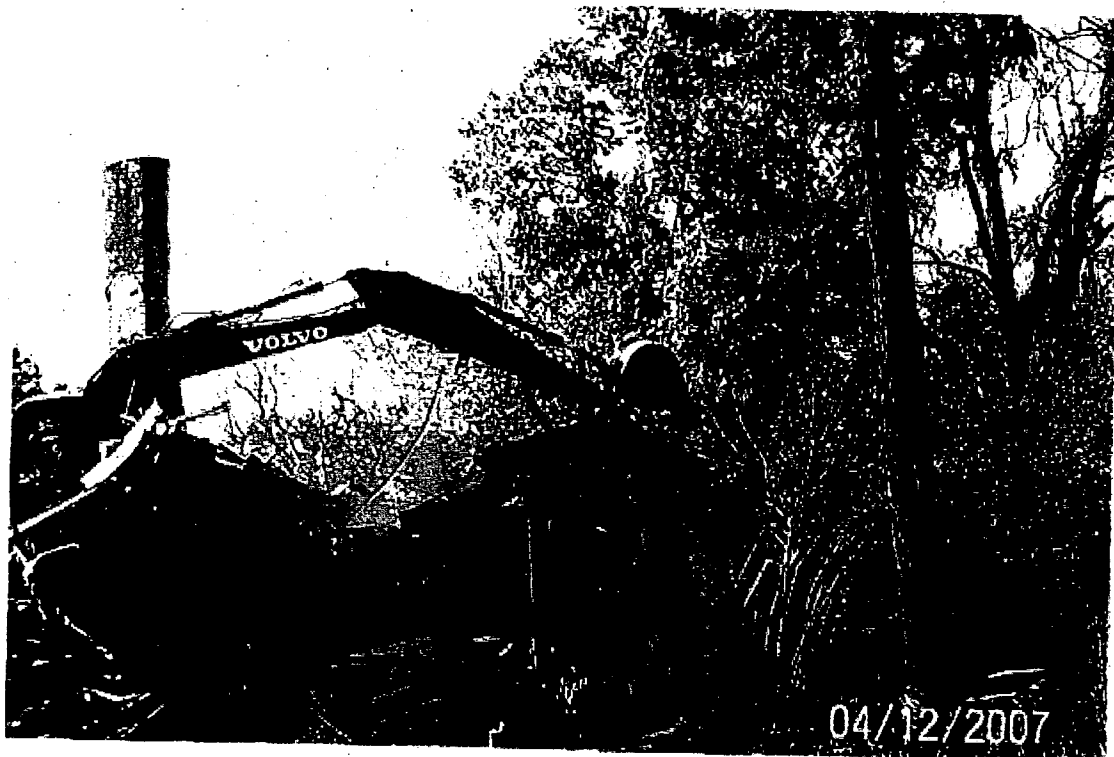
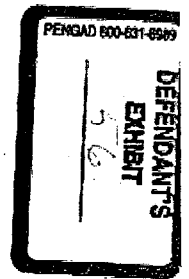
Julia Ruth Thomas appeared to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]

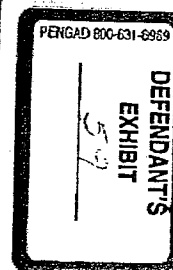
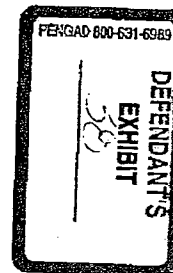
#16539 Affiant Known Produced ID
Type of ID
Willie Singleton
My Commission Expires 12/31/2006
000003252 09:50:06AM
Filed 02/28/2002
Bk:01251 Pg:00244
Fee:10.00
Register Georgetown Co SC
Wanda J. Grevette

0719





0721



CERTIFICATE OF SERVICE

I, the undersigned, attorney for Appellant/Respondent, Willie Singleton, do hereby certify that I have this date served the foregoing Record on Appeal on January 16, 2017 at the following Address:

Douglas Charles Baxter
Carmen V. Ganjehsani
2103 Farlow Street
Post Office Box 3646
Myrtle Beach, SC 29578

January 16, 2017



Bonnie Travaglio Hunt
HUNT LAW LLC
Post Office Box 1843
Goose Creek, SC 29445
(843)554-6363
Facsimile (843)554-6366

Attorney for Appellant

RECEIVED

JAN 20 2017

SC Court of Appeals

RECEIVED

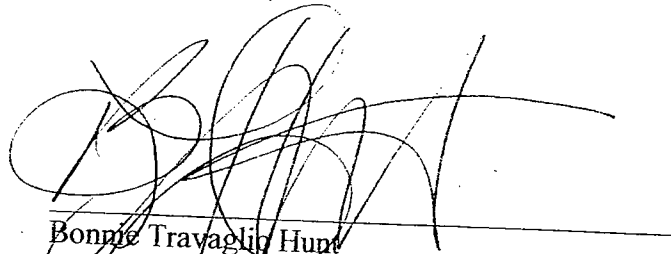
JAN 20 2017

SC Court of Appeals

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

January 11, 2017



Bonnie Travaglio Hunt
HUNT LAW LLC

Post Office Box 1845
Goose Creek, SC 29445
(843)553-8709

Facsimile (843)492-5509
ATTORNEYS FOR
APPELLANT/RESPONDENT
WILLIE SINGLETON

0723