

THE STATE OF SOUTH CAROLINA IN THE COURT OF APPEAL

APPEAL FROM CHARLESTON COUNTY COURT OF COMMON PLEAS

J.C NICHOLSON, JUDGE

Gernaris Hamilton _____ APPELLANT

Henry Scott Sr. _____ Respondent

Appellant no. 2015-002039

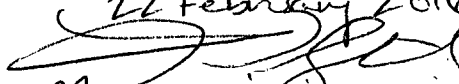
RECEIVED


APR 24 2017

RECORD ON APPEAL

S.C. SUPREME COURT

LINDA W. STEWART
NOTARY PUBLIC
SOUTH CAROLINA

Sworn to before me
22 February 2016

My Commission expires
1 October 2019


Garnaris Hamilton
4453 Jenwood St.
Ladson, SC 29456
843-718-8952

Bruce A. Berlinsky PA
One Carriage Ln. Bldg. F
Charleston, SC 29409
843-852-2202

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

FILED

JUDGMENT IN A CIVIL CASE

CASE NO. 2015- CP-10-3372

Gernaris Hamilton
PLAINTIFF(S)

2015 SEP 16 PM 2:52

Henry Scott, Sr.
DEFENDANT(S)

Submitted by: <u>JULIE J. ARMSTRONG CLERK OF COURT</u>	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
--	--

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: Appellant Gernaris Hamilton's Motion to Reconsider (Motion to Amend) is respectfully denied.

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk : _____

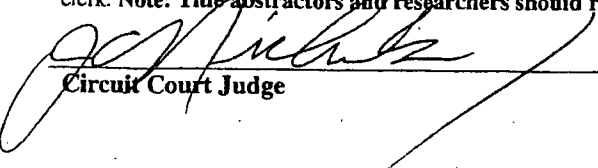
INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$

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

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


Circuit Court Judge

2117
Judge Code

9/14/15
Date

Garnaris Hamilton
Plaintiff

Henry Scott Sr
Defendant

2015 AUG 26 PM 2:09

JULIE H. HARRIS
CLERK OF COURT

2015-CP-10-3372
MOTION TO
AMEND JUDGEMENT

The plaintiff moves before the court on a motion to amend the verbal order to a written order. Specifically to the finding of facts and conclusion of law on the issue presented under SCRCR, § 9 RULE(E).

MAGISTRATES COURTS RULES

1. Attorney-Client: Sufficient process, notice retainer in a civil matter.

a. William Thrower: No Show at hearing or documents

b. S.C. code of law: titles 27. Residential Landlord and Tenant Act (ACCESS)

c. Rule (8) written notices, demand or similar documents delivery to parties.

2. CONSTITUTIONAL LAW, Jury and Equal protection:

a. Magistrates dismissal of jury in a jury trial with notice.

b. Due process notice requirements for a non-jury trial, or writ of eviction issued by the courts.

3. APPEAL AND ERROR

Order issued by the Magistrate Court controlled by an error of law, where the order was based on factual conclusion without evidentiary support.

4. SCRCR RULES

a. SCRCR Rule (11). Affirmation of counsel.

b. SCRCR Rule(15). Filing after and active Roster

c. Motion to dismiss; on not timely filed appeal

Plaintiff respectfully request the finding and conclusion of law from the oral ruling of the court.

I, Garnaris Hamilton certify that I have placed a copy in the U.S. mail to Henry Scott SR 105 Water Stone Way Goose Creek South Carolina 29445

3

Garnaris Hamilton
4453-Jenwood St
Ladson S.C. 29456

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015- CP-10-3372

Gernaris Hamilton
PLAINTIFF(S)

Henry Scott, Sr.
DEFENDANT(S)

Submitted by: _____

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: Appellant Gernaris Hamilton's appeal, filed on July 13, 2015, came before this Court on August 14, 2014. Upon review of the appeal and Appellant's argument before this Court, the appeal is hereby denied because the Appellant raised no error of law made by the Magistrate Judge.

ORDER INFORMATION

This order ends does not end the case.

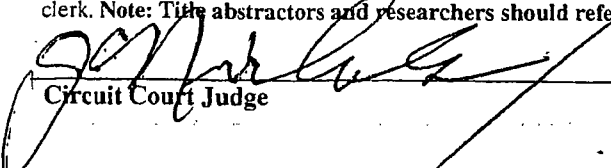
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

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Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
If applicable, describe the property, including tax map information and address, referenced in the order: _____		

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


Circuit Court Judge

2117
Judge Code


Date

4

FILED
2015 AUG 18 PM 4:22
CLERK OF COURT

ORDER OF
DISPOSITION

Garnaris Hamilton
4453 Jenwood St.
Ladson, SC 29456
(843) 718-8952

PLAINTIFF(S)

Vs

Henry Scott Sr
105 Waterstone Way
Goose Creek, SC 29445

DEFENDANT(S)

FILED IN
CHARLESTON COUNTY

JUN 01 2015

SMALL CLAIMS COURT

IT IS ORDERED that the above referenced civil case shall reflect a disposition of:

- Settled
- Dismissed
- Default Judgment
- Find for the Plaintiff for Summons and Complaint (Transcript of Judgment will be issued ten (10) days from the court date.)
- Find for the Plaintiff for Claim and Delivery (Pick Up Order issued the day of court.)
- Find for Defendant – The Plaintiff failed to prove ouster. Defendant was required to expend more than the security deposit
- Transferred to another Court

On, June 1, 2015, the party/parties to this action presented testimony and arguments. Based on the above information and findings of fact, an award was made to the Plaintiff/Defendant in the amount of \$ _____, plus filing fees of \$ _____, for a total of \$ _____.

IT SO ORDERED

JUDGE

Charleston County
Small Claims - North
4045 Bridge View Drive P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650 Fax: (843) 202-6652

June 1, 2015

PLEADING AND MOTION FOR RELIEF

Factual and Procedural Background.....8
Issues..... 9
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Motion For Relief.....11

June 25, 2015

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

2015 -CP-10- 3372

GARNARIS HAMILTON

PLAINTIFF

- VERSUS -

HENRY SCOTT SR

DEFENDANT

PLEADING
AND
MOTION FOR
RELIEF

FILED
2015 JUN 25 PM 12: 26
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Factual and Procedural Background

Plaintiff and defendant entered into a Contract on November 2, 2013 that ended midnight November 1, 2014. On August 30, 2014 the defendant sent a letter to the plaintiff stating that this is a thirty (30) days notice to vacate the property that the lease would not be renewed. This was a violation of the terms and conditions of the Contract.

ON November 1, 2014 the defendant entered the residence unlawfully and removed plaintiff personal property out of and off the premises and chained the gate, without demand or notice. Plaintiff file a Civil Suit on February 6, 2015, under S.C. Code of law 27-40-660 recoverable under 27-40-410)

The Court held a Pre-Trial Conference on March 23, 2015. Plaintiff was represented by William Thrower Esquire, the defendant did not have representation but wanted to seek legal help and a jury trial. Date was given for the jury trial May 27, 2015. On the day of the hearing attorney Bruce A. Berlinsky was for the defendant and William Thrower for the plaintiff. The attorneys enter into the Judge's Chamber and a short time later call the plaintiff and

Informed him that his attorney had to leave to go to federal court, attorney inform me to go on everything was alright. The Judge inform the jury that they were dismissed on the hearing continued. Plaintiff had no time to look at what was suppose to be evidence or answer's or counter claim's eviction notice at all.

On June 1 2015 the court ruled in favor of the defendant, that "no ouster was proven."

ISSUE

Did the lower court er in the findings of the eviction notice. Was Plaintiff due process violated by the dismissal of the jury and was counsel effective.

Magistrate Rules

Rule 15(a)(b)

There was no exchange of documents by parties prior to trial, only that was not offer into evidence and there was no trial.

Because trial judge make's a determination as to impartiality of selected jury judge's

Involvement in selection process is substantial enough to be considered "State action" subject to mandates of the Fourteenth Amend. 385 S.E.2d 206 S.Ct. 1340, 99L.Ed.2d 565, on the finding of the court without a jury dismissed by the judge and the abuse of discretion occurs when the ruling of the court is based on an error of law or factual conclusion without evidentiary support. Hanahan v. Simpson 326 S.C. 1410, 155, 485 S.E.2d 903, 911, Patel v. Patel, 359 S.C. 515, 529, 599 S.E.2d 114, 121, In this case, the parties agreed to provide each other all documents to be presented at trial. There should have not been exclusion of evidence also a jury trial.

In action of Demand and notice, the primary consideration is their one. In law action lower court must be affirmed where there is any evidence to support findings.

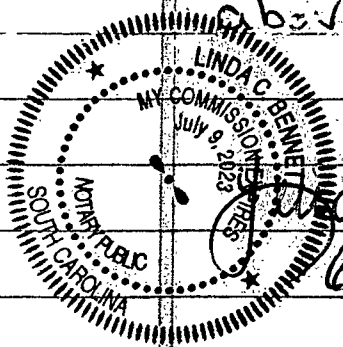
Counsel's ineffectiveness should have filed for a continuance under magistrate court rule, by not filing left plaintiff without representation, no papers to show what was answer or cross. Plaintiff knew defendant did not have a notice or demand from any court in the jurisdiction where he resided.

The legal process that began the original process is the final issue, is their evidence to support the findings of the court.

MOTION FOR RELIEF

Plaintiff moves to the court for relief and judgment and demands that he is entitled to recovery of personal property damages and deposit of 7,500.00 Compensation award.

I State under Penalty of Perjury that the above is correct and truthful



Linda C. Bennett
6.24.2015

[Handwritten Signature]

One Copy Mailed to defendant
one copy Filed in court

Plaintiff
4453 Jenwood St
Ladson S.C. 29456
843-718-8952

Defendant
105 Water Stone Way
Goose Creek S.C.
29445
843-345-1344

AMENDMENT
PLEADING AND EXHIBITS

Fact/ Procedural Issues.....14

Due Process notice and Jury.....14

Ineffective Assistance Counsel.....15

Findings.....15

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Exhibit 2 Pre-Trial conf. Jury trial notice and Jury list.....19-23

Exhibit 3 /Charleston Water System.....24-25

June 29, 2015

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

2013 -CP-10- 3372

GARNARIS HAMILTON

PLAINTIFF

- VERSUS -

DEFENDANT

AMENDMENT TO
PLEADING AND EXHIBIT

BY _____

JULIE J. ARMSTRONG
CLERK OF COURT

2015 JUN 29 PM 12:43

FILED

FACT/ PROCEDURAL ISSUES.

Outser

- (1) Plaintiff and defendant entered an agreement, residential lease or contract enforceable under S.C. Code of law 27-40-310, Exhibit (1) pg 1 at 1 and pg 5 at notice, under this Chapter this entitles the defendant to file a notice or demand. Without such notice defendant does not have a legal right to enter premises. The defendant has yet to produce the notice or demand.

Writ of Eviction

DUE PROCESS NOTICE AND

JURY

- (2) Notice was given for a jury trial under Statute Section 14-7-1050 Code of law of South Carolina 1976, as amend. The intent of the code section is to give litigants a fair and impartial jury. *Judge to be Neutral* Brown v. S.H. Kress & Co. A trial judge's interference in the selection process is substantial enough to be considered "STATE ACTION". Tula professional collection service Inc v. Pope 108 S.Ct. 1340 99 Ed 2nd - 565. Once the judge dismissed the jury in which the defendant requested without waiver from the plaintiff without an attorney to defend or present their should be a jury selection in which the plaintiff can make his peremptory strike. The notice was given for a jury trial, that did not take place. Exhibit (2) and Magistrate court Kile's (13 & 14)

INEFFECTIVE ASSISTANCE COUNSEL

(3) Attorney William Thrower abandonment of the plaintiff at the hearing was a clear violation of the 6th Amendment, Attorney's misconduct in failing to review documents, failing to advise Client of an timely respond to Complanits not Filing Summary Judgment. All this is a violation of Appellate Courts Rules 40 Rule's of Professional Conduct. (3.1 & 3.2)

It is clear view had attorney answered calls or notify plaintiff, Plaintiff would have evidence to show that defendant did not answer timely or Courts Claim. Attorney knew he had a Court appearance in Federal Court (30) thirty days ahead and should have file under Magistrate Court Rule's (14) For continuance of trial for a good cause he also violated Rule (15.) the only paper i have from a attorney williem Throwe are (9) nine pages an one was VIA hand Delivery to William Thrown, Esquire (4) Carriage Lane Charleston 29407 from one Carriage lane Charleston, Attorney address is 6 Carriage lane how authentic.

4. Findings of Expend more than the Security deposit.

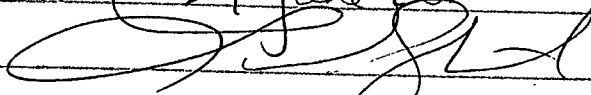
Defendant would have to repair the house in less than 2 days. See Exhibit From Chas. Water Works.

I Garnar's Hamilton being duly sworn, state that I am the plaintiff and Amend the pleading and send's one copy to the defendant.

Jan Garnar's

sworn to before me

29 June 2015



My commission expires

1 October 2019

LINDA W. STEWART
NOTARY PUBLIC
SOUTH CAROLINA

Plaintiff

4453 Jenwood St
Ladson SC, 29456
843-718-8952

Defendant

105 Water Stone way
Goose Creek S.C. 29445
Phone. 843-345-1344

843-718-E 52
my work sheet

73-345-1344
103 WATER STONE WA
GOOSE CREEK 29944

Residential Lease

RECEIVED
DEC 19 2013
BY:

APARTMENT - CONDOMINIUM - HOUSE

* BY THIS AGREEMENT made and entered into on November 1, 2013, between Henry Scott, herein referred to as Lessor, and Garnaris Hamilton herein referred to as Lessee. Lessor leases to Lessee the premises situated at 2208 Clinton Street, Charleston, SC, for a term of 1 year, to commence on November 1, 2013, and to end on November 1, 2014 at 12-midnight.

A 1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Five hundred Fifty dollars (\$550.00) per month in advance on the first day of each calendar month.

B * If Lessee shall fail to pay rent when due, or perform any terms hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor at his option, may terminate all rights of Lessee here under, unless Lessee, within said time, shall cure such default.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one cashier's check, OR one money order made out to Henry Scott.

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Thirty Dollars (\$30).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty-five Dollars (\$35) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

X
A 5. **Security Deposit.** Of \$ 550.00, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

410

B * Prior to release of security deposit at the end of the (natural lease agreement), an inspection of the home will be conducted. If damage is done to the home that is not due to normal wear and tear Lessor reserves the right to deduct the cost of repair from the Security Deposit. Remaining balance of the security deposit will be refunded to the Lessee within 30 days from the date possession is delivered to the Lessor.

6. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of

30. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

31. Other Terms: If lessor has to keep the maintenance of the yard in compliance with city code there will be a Fifty dollar charge (\$ 50) each time the yard is kept in compliance with city code.

Pest Control: Lessee will be responsible for paying quarterly fees to the desired Pest control company of the selected by the Lessor. The amount of the fee, will be determined by the contracting company.

* **Attorney's Fees:** The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection and reasonable attorney's fees. 27-40-416

IN WITNESS WHEREOF, the parties have executed this lease the day and year first written above.

Lessor:

Lessee:

Lessee:

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person. 27-40-10

EXHIBIT
1

Exhibit (4) 2



Judge James Turner
Magistrate

NORTH AREA SMALL CLAIMS
COURT

843.202-6650
Fax: 843.202-6652
Lonnie Hamilton, III Public Services
Building
4045 Bridge View Drive
Post Office Box 70235
North Charleston, SC 29415-0235

March 4, 2015

Garnaris Hamilton
2064 Arbutus Ave.
North Charleston, SC 29405

Henry Scott Sr.
105 Waterstone Way
Goose Creek, SC 29445

RE: GARNARIS HAMILTON vs. HENRY SCOTT
CASE NO: 2015CV1011500219

Notice to All Parties:

Please find enclosed an order scheduling the **Pre-Trial Conference** for the above referenced case.

If I can be of any further assistance, feel free to contact this office.

Sincerely,

Kimberly M. Delpit
Summary Court Specialist

cc: file

Enclosure: Order scheduling pre-trial conference

Exhibit ~~(4)~~ 3
2

STATE OF SOUTH CAROLINA
COUNT OF CHARLESTON

IN THE SMALL CLAIMS COURT
NORTH AREA DISTRICT

CASE NO: 2015CV1011500219

GARNARIS HAMILTON,

Plaintiff,

vs.

HENRY SCOTT,

Defendant.

FILED IN
CHARLESTON COUNTY

MAR 04 2015

SMALL CLAIMS COURT

IT APPEARING that the Defendant has requested a Jury Trial and it appearing that such demands were properly made and thereby granted,

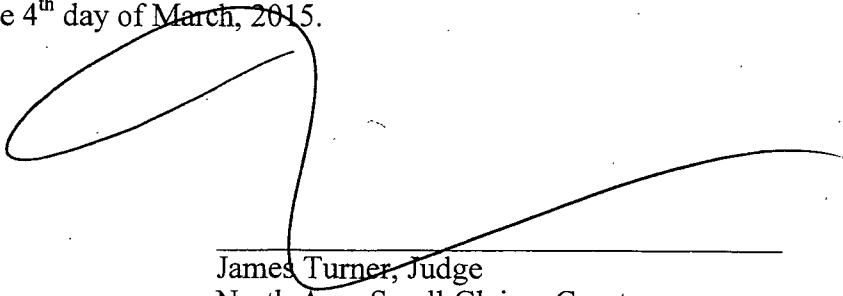
IT IS THEREFORE,

ORDERED that a pre-trial conference be held to declare witnesses, enter stipulations, argue motions, and otherwise galvanize the issues;

ORDERED that if either party does not appear the court may enter a dismissal or a Judgment against the party who does not appear.

ORDERED that this **pre-trial conference** be held in the North Area Small Claims Court located at 4045 Bridge View Drive, North Charleston, South Carolina on **Monday, March 23, 2015 at 1:15 p.m.**

IT IS SO ORDERED this the 4th day of March, 2015.


James Turner, Judge
North Area Small Claims Court

North Charleston, South Carolina

4 Strikes
MAY 27, 2015

North Area Small Claims Court
Attorney List

Exhibit (2)

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
1	Aiken, Katherine E	W	F	10/31/1982	442 Mount Royall Dr Mount Pleasant, SC 29464
2	Amick, James H Jr.	W	M	6/22/1961	10 Brigadoon Pl Charleston, SC 29414
3	Anderson, Evelyn E	B	F	7/4/1954	1635 Raoul Wallenberg Blvd Apt Charleston, SC 29407
4	Baird, Jane M	W	F	3/22/1990	4195 Live Oak Ave Ravenel, SC 29470
5	Barron, Laurence	B	M	10/22/1951	13 PLAINFIELD DR CHARLESTON, SC 29407
6	Blake, Barbara B	W	F	7/30/1949	3889 Sweet Briar Ct Johns Island, SC 29455
7	Boone, Sallybruce M	W	F	2/18/1973	208 Wandolea Dr Mt Pleasant, SC 29464
8	Burnsed, David L	W	M	6/3/1962	852 Mikell Dr Charleston, SC 29412
9	Campbell, Edith	B	F	6/7/1939	25 Cedar St Charleston, SC 29403
10	Capps, Brandon B	W	F	11/12/1976	1332 Osmond Rd Mt Pleasant, SC 29466
11	Carroll, Steve W	W	M	2/25/1969	340 N Shelmore Blvd Mount Pleasant, SC 29464
12	Chard, Richard D <i>campy</i>	W	M	6/23/1951	867 Law Ln Mt Pleasant, SC 29464
13	Copeland, Henry D	W	M	1/31/1954	1298 Ashley Hall Rd Charleston, SC 29407
14	Cunningham, Ryan A	W	M	2/26/1985	3590 Mary Ader Ave Apt 1024 Charleston, SC 29414
15	Davis, Courtney B	B	M	1/6/1988	7736 OVALDALE DR NORTH CHARLESTO, SC 29418
16	Dustan, Jacob P	W	M	7/2/1993	2659 Burden Creek Road Ext Johns Island, SC 29455
17	Elgin, Kayce T	W	M	12/7/1994	178 Saint Philip St Apt D Charleston, SC 29403
18	Ervin, Laurie N III	W	M	6/1/1963	395 Sirop Ct Mt Pleasant, SC 29464
19	Fincher, Matthew T	W	M	9/17/1990	4014 MICHIGAN AVE APT A CHARLESTON AFB, SC 29404
20	Gannon, Cheryl M	W	F	9/1/1978	1360 Southern Magnolia Ln Mount Pleasant, SC 29464
21	Girault, Marc D	W	M	6/15/1965	1242 Chicorie Way Charleston, SC 29412
22	Hogan, Matthew J	W	M	3/14/1989	610 SEMAHT ST CHARLESTON, SC 29412
23	Holmes, Tyrone J	B	M	5/17/1986	8752 JESSICA CT N CHARLESTON, SC 29406
24	Ignacio, Jessica L	W	F	10/23/1980	1094 Talisman Rd Mt Pleasant, SC 29464

North Area Small Claims Court
Attorney List

EXHIBIT (2)

MAY 27, 2015

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
25	Jamison, Larry	B	M	12/9/1955	1270 Chandler Rd Awendaw, SC 29429
26	Jenkins, Shajuana T	B	F	1/21/1975	3376 Island Estates Dr Johns Island, SC 29455
27	Jones, Patricia B	W	F	3/19/1944	1315 Thompson Ave Sullivans Islan, SC 29482
28	Killeen, Kelly A	W	F	3/21/1979	2158 Medway Rd Charleston, SC 29412
29	Kobes, Linda K	W	F	9/9/1945	642 Hobcaw Bluff Dr Mt Pleasant, SC 29464
30	Leber, Edward J	W	M	4/11/1996	132 MOSSY OAK WAY MT PLEASANT, SC 29464
31	Lyles, Lori L - Dr.	W	F	5/4/1962	1651 Atlantic Ave Sullivans Is, SC 29482
32	Mackey, Alexandria M	B	F	11/22/1987	2937 Murraywood Rd Johns Island, SC 29455
33	Maffett, Carroll A	W	M	3/29/1960	7947 STEAMBOAT LANDING RD EDISTO ISLAND, SC 29438
34	Magrane, Margaret E	W	F	1/7/1987	1090 Kentwood Cir Charleston, SC 29412
35	Massalon, Susanna S	W	F	4/21/1996	64 Logan St Charleston, SC 29401
36	Mccarty, Katelyn A	W	F	7/12/1984	428 Limbaker St Charleston, SC 29412
37	Mckinney, Ayren S	O	F	5/6/1990	5106 Willis Dr No Charleston, SC 29406
38	Murray, Thomas C	B	M	2/25/1955	1852 Greenmore Dr Charleston, SC 29407
39	Nash, Angela R	W	F	11/3/1969	1122 Idbury Ln Charleston, SC 29414
40	Nealy, Marie A	B	F	1/10/1972	7927 Saint Ives Rd Apt 206 North Charlesto, SC 29406
41	Obrien, Haley D	W	F	8/7/1986	253 Saint Philip St Apt B Charleston, SC 29403
42	Osterdock, Christine L	W	F	9/15/1976	211 FIDDIE ST LADSON, SC 29485
43	Otieno, Aviana K	O	F	11/27/1995	228 Xavier St Charleston, SC 29414
44	Preston, Karen H	W	F	8/30/1940	2030 Sterling Marsh Ln Johns Island, SC 29455
45	Ravenel, Sylvester R -	B	M	11/29/1938	1910 Leland St Apt A No Charleston, SC 29405
46	Richardson, Kevin J -	B	M	10/21/1987	4017 Niagara St No Charleston, SC 29405
47	Robertson, Edward H III	W	M	6/14/1945	1901 Ion Ave Sullivans Is, SC 29482
48	Seyle, Juliane B	W	F	11/5/1975	2298 N Lander Ln Charleston, SC 29414

North Area Small Claims Court

EXHIBIT (2)

MAY 27, 2015

Attorney List

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
49	Shepard, Neil A	W	M	4/27/1982	5 Brabant St Charleston, SC 29407
50	Smalls, Linda P	B	F	12/30/1958	3272 Joe Wright Rd Johns Island, SC 29455
51	Smith, Natasha C	B	F	9/13/1987	4543 Wilson Rd Hollywood, SC 29449
52	Still, Ruby A	W	F	6/6/1926	4822 Parker Dr No Charleston, SC 29405
53	Stoneburner, Vincent S	W	M	6/1/1981	60 Fenwick Hall Aly Apt 938 Johns Island, SC 29455
54	Strugatsky, Arkady	W	M	5/14/1980	1900 N Highway 17 Apt 3M Mt Pleasant, SC 29464
55	Thomas, Dirk M	W	M	7/19/1994	1870 N SMOKERISE WAY MT PLEASANT, SC 29466
56	Washington, Timothy R	B	M	11/24/1970	926 Pitt St Mt Pleasant, SC 29464
57	Williams, Sandra B	B	F	6/3/1950	1522 Bexley St No Charleston, SC 29405
58	Winthrop, Elizabeth G	W	F	8/26/1945	9 Ladson St Charleston, SC 29401
59	Wright, Shanique C	B	F	1/30/1991	5124 Pittman St Charleston, SC 29405
60	Yang, Ka Youa	A	F	2/22/1975	1109 Shadow Lake Cir Mt Pleasant, SC 29464
Total Number of Jurors:		60			

BRUCE A. BERLINSKY, P.A.
Attorney at Law

Mailing Address:
PO Box 206
Charleston, SC 29402

One Carriage Lane, Building F
Charleston, SC 29407

Office: (843) 852-2202
Fax: (843) 852-4844
Bruce@berlinskylawfirm.com

April 22, 2015

VIA HAND DELIVERY
William Thrown, Esquire
4 Carriage Lane
Charleston, SC 29407

Re: Hamilton v. Scott

Dear Bill,

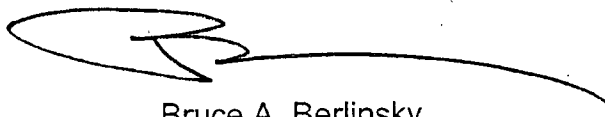
Please be advised that my offer of settlement in the amount of \$250.00 will be withdrawn at noon today.

(All my witnesses are now available for trial and I will begin preparing for the same immediately upon withdrawal of the offer.)

I kindly await your client's reply.

With kind regards, I am

Sincerely,



Bruce A. Berlinsky

BAB/jlr

Exhibit 4)



103 St. Philip Street
P.O. Box B
Charleston, SC 29402
(843) 727-6800
www.charlestonwater.com

March 24, 2015

Garnaris Hamilton
2064 Arbutus Ave
N Charleston SC 29405-6126

To Whom It May Concern:

Re: Responsibility Date Letter
2208 Clinton St
Charleston SC 29405-7934

The above referenced service was established in the name of **Garnaris Hamilton** on **November 1, 2013 until November 4, 2014** at the above referenced location. At the present time, this is a closed account.

A new customer signed on to this account on **November 5, 2014**.

If you have any further questions, please feel free to contact our office at (843) 727-6800.

Sincerely,

Customer Service Department
Charleston Water System

Amendment to Grounds on /Appeal.....28

July 2, 2015

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

2015-CP-10-3372

GARNARIS HAMILTON

PLAINTIFF

- VERSUS -

HENRY SCOTT SR.

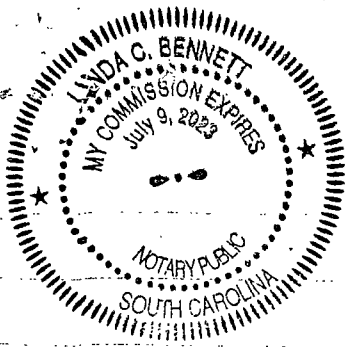
DEFENDANT

AMENDMENT
TO THE
GROUNDS ON
APPEAL

JBY

2015 JUL -2 AM 11:18
JULIE J. ARMSTRONG
CLERK OF COURT

FILED



AMENDMENT TO THE Ground's on APPEAL

I the plaintiff Garnaris Hamilton make's this amendment to the appeal on the grounds OF, Due process, (notification), Process, (the Validity of timely Service), Jury (Release of Jury) Courts (error of law) and Constitutional law (Equal protection. These ground are amendment to be heard on the appeal from the lower Court

I BELIEVE BECAUSE OF THE ABOVE, THAT I AM ENTITLED TO AND REQUEST, 7,500,00 AND Lower Court COST, recovery of personal property

Lynda C Bennett
7.2.2015

Don L. Lantz

Address of Plaintiff

Address of Defendant

4453 Jenwood St.
Ladson S.C. 29456
843-718-8952

TELEPHONE

105 WATER STONE WAY
GOOSE CREEK SC
29445

843-345-1344

TELEPHONE

NOTICE of MOTION SCHEDULING..... Pg.33 33

July 10, 2015

NOTICE of MOTION and MOTION TO DISMISS... 3 EXHIBITS pg. 30532

July 13, 2015

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

NINTH JUDICIAL CIRCUIT)

COUNTY OF CHARLESTON)

CASE NO.: 2015-CP-10-3372)

Garnaris Hamilton)

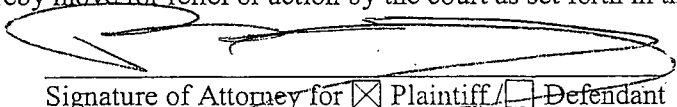
**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff,)

vs.)

Henry Scott, Sr.)

Defendant.)

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: Bruce A. Berlinsky, Bar No. 671 Address: P.O. Box 206, Charleston, SC 29402 Phone: 852-2202 Fax 852-4844 E-mail: bruce@berlinskylawfirm.com Other: _____
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: Dismiss Estimated Time Needed: 30 minutes Court Reporter Needed: <input type="checkbox"/> YES / <input checked="" type="checkbox"/> NO	
SECTION II: Motion/Order Type	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
 Signature of Attorney for <input checked="" type="checkbox"/> Plaintiff / <input type="checkbox"/> Defendant	July <u>9th</u> , 2015 Date submitted
SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID - AMOUNT: \$ _____ <input type="checkbox"/> EXEMPT: (check reason)	
<input type="checkbox"/> Rule to Show Cause in Child or Spousal Support <input type="checkbox"/> Domestic Abuse or Abuse and Neglect <input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party <input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief <input type="checkbox"/> Motion for Stay in Bankruptcy <input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRCP) <input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ <input type="checkbox"/> Other: _____	
JUDGE'S SECTION	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other: _____	JUDGE CODE _____ Date: _____
CLERK'S VERIFICATION	
Collected by: _____ Date Filed: _____ <input type="checkbox"/> MOTION FEE COLLECTED: \$ _____ <input type="checkbox"/> CONTESTED - AMOUNT DUE: \$ _____	

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS)
FOR THE NINTH JUDICIAL CIRCUIT)
CASE NO. 2015-CP-10-3372)

Garnaris Hamilton,)
Plaintiff(s),)

NOTICE OF MOTION)
AND MOTION TO DISMISS)

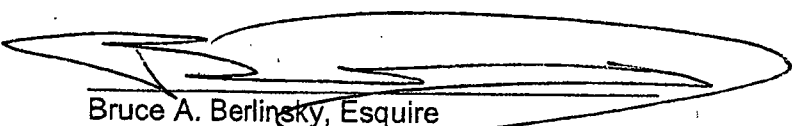
versus)

Henry Scott, Sr.,)
Defendant(s).)

FILED
2015 JUL 13 PM 2:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

PLEASE TAKE NOTICE that the Defendant Henry Scott, Sr., by and through his undersigned attorney, will move at a time and place to be specified by the Charleston County Court of Common Pleas, for an Order dismissing this case on the following grounds:

1. The Appellant failed to follow the SC Magistrate's Court Rule 18 in that the right to appeal exists for thirty (30) days after denial of a motion for a new trial.
2. The judge issued his written order to all parties on or about June 1, 2015.
3. The Appellant failed to follow SC Magistrate Court Rule 19 in that a motion for a new trial was not timely filed within the five (5) day or ten (10) day requirement of the rules.



Bruce A. Berlinsky, Esquire
P.O. Box 206 (29402)
One Carriage Lane, Bldg. F
Charleston, SC 29407
Telephone: (843) 852-2202
Attorney for Defendant

Charleston, South Carolina
July 9th, 2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Garnaris Hamilton,)
)
Plaintiff(s),)
)
versus)
)
Henry Scott, Sr.,)
)
Defendant(s).)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2015-CP-10-3372

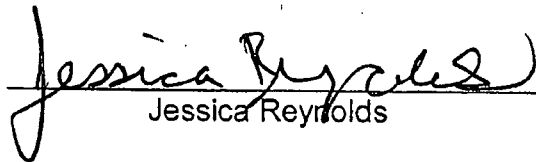
CERTIFICATE OF MAILING

FILED
2015 JUL 13 PM 2:12
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

I, Jessica Reynolds, do hereby certify that I have this date mailed a true and correct copy of the foregoing **NOTICE OF MOTION AND MOTION TO DISMISS**, postage prepaid, and deposited with the United States Postal Service as follows:

Garnaris Hamilton
4453 Jenwood Street
Ladson, SC 29456

Dated this 10th day of July, 2015.


Jessica Reynolds

Common Pleas
Charleston County Judicial Center
100 Broad Street - Suite 106
Charleston, SC 29401-9401

STATE OF
SOUTH CAROLINA



Garnaris Hamilton
4453 Jenwood St
Ladson, SC 29456

NOTICE OF MOTION SCHEDULING
July 10, 2015

Motion "MOFREE - Appeal/Notice of Civil Appeal" for Case: 2015CP1003372 - Garnaris Hamilton VS Henry Scott Sr has been added to the following Motions Roster:

161 - MOTIONS ROSTER - JUDGE NICHOLSON

This hearing of this motion has been scheduled for 8/14/2015 at 11:30 AM.

MOTIONS ARE SCHEDULED IN COURTROOM 3E WITH JUDGE NICHOLSON PRESIDING.

ALL REQUESTS FOR CONTINUANCES MUST BE MADE WITH JUDGE NICHOLSON'S OFFICE FOR THIS ROSTER. YOU CAN REACH HIS LAW CLERK, CHARLIE PATRICK AT:
jnicholsonlc@sccourts.org

IF YOU HAVE QUESTIONS PLEASE CONTACT CAROLINE LEONARD AT:
ccleonard@charlestoncounty.org.

Mail Notice To:
Garnaris Hamilton 4453 Jenwood St Ladson, SC 29456

Court Info:
Common Pleas Charleston County Judicial Center 100 Broad Street - Suite 106 Charleston, SC 29401-9401

**If you have any questions regarding the scheduling of this motion, please contact the courts at:
(843)958-5000**

Respectfully,

Julie Armstrong
Clerk of Court

Submitted
Not Filed

RULE 18
APPEALS

(a) All appeals of judgments rendered by the magistrates court shall be to the circuit court of the county where the judgment was rendered. Within thirty (30) days after delivery of written notice of judgment to the parties or their attorneys, a party wishing to appeal shall serve on the respondent and file a notice of appeal containing a statement of the grounds for appeal with the magistrate rendering the judgment and with the Circuit Court of the County where the judgment was rendered. If the judgment is announced at the trial in the presence of the parties or their attorneys, the notice of appeal shall be served and filed within thirty (30) days of the date the judgment is announced. At the time of the filing of the notice of appeal, the appropriate filing fee shall be paid by the appellant to the clerk of the circuit court to which the appeal is taken, unless a motion for leave to proceed *in forma pauperis* and an affidavit showing the appellant's inability to pay the fee required to appeal the action accompanies the filing of the notice of appeal. The right of appeal from a judgment exists for thirty (30) days after the denial of a motion for a new trial.

(b) Within thirty (30) days of the date of filing of the notice of appeal with the Circuit Court, the magistrate shall file the return to the notice of appeal with the Clerk of the Circuit Court for the county wherein the judgment was rendered, together with the record, a statement of all proceedings in the case, and, if necessary, the testimony taken at trial. Upon motion for good cause shown, the Circuit Court may allow a definite extension of time in which to file the return.

(c) Pursuant to Rule 75, SCRPC, upon receipt of the magistrate's return, the clerk of the Circuit Court to which the appeal is taken shall give notice in writing to the parties that the return has been filed.

RULE 19

NEW TRIAL; AMENDMENT OF JUDGMENTS

(a) A new trial may be granted to all or any of the parties and on all or part of the issues for any of the reasons for which new trials previously have been granted in the courts of this state. On motion for a new trial in an action tried without a jury, the court may open the judgment, if one has been entered, may take additional testimony, may amend findings of fact and conclusions of law, may make new findings and conclusions, and may direct the entry of a new judgment.

(b) The motion for a new trial shall be made in writing and filed with the court no later than ten (10) days after notice of the judgment. However, a motion for a new trial in cases involving landlords and tenants under Chapters 37 and 40, Title 27 of the South Carolina Code, must be filed within five (5) days after notice of the judgment. The court shall notify all opposing parties that the motion has been filed and shall provide those parties a copy of the motion in a manner provided for in Rule 8.

(c) Not later than ten (10) days after entry of judgment, the court, on its own initiative, may order a new trial for any reason for which it might have granted a new trial on motion of a party. However, the court may order a new trial under this paragraph not later than five (5) days after entry of judgment in cases involving landlords and tenants under Chapters 37 and 40, Title 27 of the South Carolina Code. After giving the parties notice and an opportunity to be heard on the matter, the court may grant a motion for a new trial, timely served, for a reason not stated in the motion. In either case, the court shall specify in the order the grounds for granting a new trial.

(d) A motion to alter or amend the judgment shall be filed no later than ten (10) days after notice of the judgment, except that in cases involving landlords and tenants under Chapters 37 and 40, Title 27 of the South Carolina Code, the motion shall be filed no later than five (5) days after notice of the judgment. The court shall notify all opposing parties that the motion has been filed and shall provide those parties a copy of the motion in a manner provided for in Rule 8.

(e) Except by consent of the parties, argument on a motion for a new trial or to alter or amend the judgment shall be heard by the magistrate before whom the trial was held. However, the motion may, in the discretion of the court, be decided on briefs filed by the parties without oral argument.

Amended by Order dated April 29, 2015.

AMENDMENT TO CONFORM TO THE EVIDENCE ON MOTION TO DISMISS

SCRCP Rule 15 (A).....38 38
SCRCP Rule 11 (A).....39-39
EXHIBIT (Reference letter) North Charleston Housing.....42

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON 2015 -CP-10- 3372

Garnaris Hamilton

PLAINTIFF

- VERSUS -

Henry Scott, Sr.

DEFENDANT

AMENDMENT TO
CONFORM TO THE
EVIDENCE ON
MOTION TO DISMISS

FILED

2015 AUG -6 PM 3: 18

JULIE J. ARMSTRONG
CLERK OF COURT

Plaintiff respectfully amend to respondents motion to dismiss.

1. Plaintiff move's that the motion for dismissal be removed under ECRCP Rule 15(A). A Party may amend his pleading once as a matter of course at any time before or within 30 thirty days after responsive pleading is served or, if the pleading is one to which no responsive pleading is required and the ACTION HAS NOT BEEN placed upon the TRAIL ROSTER.
2. Notice of motion scheduling was dated July 10, 2015. The same date for Appeal and motion for relief, defendant filed notice date July 21, 2015. Plaintiff did not received a copy of the motion until plaintiff pick it up from the Clerk of Court August 3, 2015 at 3:17 p.m. under informa pauperis act.
3. The notice of motion and motion to dismiss is a moot case a matter in which a controversy no longer exists, see respondent motion page 1 at (2) The Judge issued his written order to all parties on or about June 1, 2015.

nt. 3

How ever, "the moment the order is filed by the clerk of court"; it becomes judgment of the court, and fixes the rights of the parties. Our court's rules provide that (A) Notice of appeal SHALL be served on all parties within (30) thirty days after receipt of written notice of entry of order or judgment [EMPHASIS ADDED] SCRCP 303(B) Judgment is effective only when so set forth and entered into records. SCRCP Rule 58(a). The motion only presents an abstract question that does not arise from existing facts or rights.

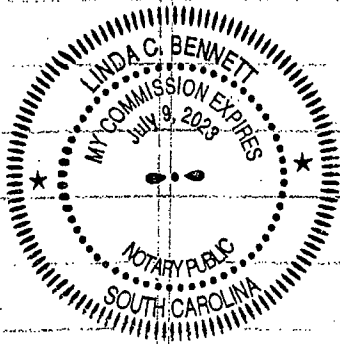
4. SCRCP Rule (11) (A) All motion filed shall contain an affirmation that He or She is movants counsel prior to filing motion see (Cover sheet for motion), SCRCP 11(C) Affidavits and Verifications. Affidavits or verifications authorized or permitted under these rules SHALL be written statement or declarations by a party or his attorney of records under Magistrate Court Rules (17) and (8) and in the magistrate return the question on appeal is notification and verification under due process notice.

Wanting to obtain counsel an attain counsel is different, there is no proof of sufficient process in the defendant's answer or the magistrates return. (Attorney Client) Key 73 written authority filing of attorney. The fact that that the notice and motion is mootness doctrine, in which there is no longer any actual controversy, and the courts can't decide moot doctrine.

The plaintiff asked that Honorable Judge Nic Holson lets the pleading speaks for itself. There's nothing in the courts return or answer by the defendant, only alleged "counsel" that plaintiff did not file a motion for a New Trial under magistrate court Rule 18 and 19. Plaintiff filed a timely appeal. Everything that was pleaded for and about in the pleading is proven by the evidence in the courts return and answer by the defendant, there is no evidence to support the lower courts findings of fact or conclusion. The fact is that the Plaintiff and the defendant are under North Charleston Housing Authority HCV Program contract (See Exhibit 101) and court's return pages - 40 thru 43 and page 46.

90.

There is but only one finding that plaintiff followed the contract and the lease. There upon making an order specifying the facts that appear without substantiation controversy, including the extent to which the amount of damages or relief is not in controversy, and such judgement be granted to plaintiff.

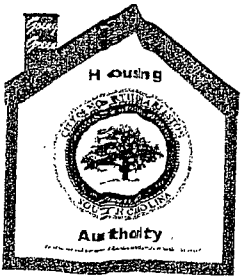


One copy placed in the u.s. mail
to Defendant Henry Scott SR.
105 Waterstone Way Goose Creek SC.
29445

Linda C. Bennett
8.6.2015

Jan Hamilton
Garnier's Hamilton
4453 Jenwood St
Ladson S.C. 29456
8-10-15

Exhibit 101



City of North Charleston Housing Authority
"Providing Safe and Decent Housing to the Citizens of North Charleston"

*Board of
Commissioners*

July 21, 2015

*Chairperson
James L. Gibbs*

To Whom It May Concern:

*Vice-Chairperson
Robert L. Phillips*

Reference: Garnaris Hamilton

Keith A. Thompson, Sr.

Jeff Baxter

Mr. Hamilton is a participant in the North Charleston Housing Authority HCV Program. Per his request for documentation from his folder pertaining to his tenancy at 2208 Clinton Street, North Charleston, SC, there is no documentation from his landlord stating that he owes for damages to the unit. There is also not paper work from the courts pertaining to him being taken to the magistrate or a Writ of eviction being done. The only item we have is a 30day notice to vacate given to Mr. Hamilton from his previous landlord Mr. Henry Scott.

CB "Mitch" Mitchell

Ralph Calhoun, II

Eleanor C. Fogler

If Mr. Hamilton had abandoned his unit we would have sent him a termination letter for abandonment. He was issued a new voucher to look for another unit. We also have no documentation stating that Mr. Hamilton owes his previous landlord Mr. Henry Scott for damaged that he caused to the unit.

*Executive Director
Gary W. Scott*

If you need anything further please contact me at 843-266-5902.

Sincerely,

Sharon Hill
HCV Program Coordinator



P. O. Box 70987, North Charleston, S. C. 29415-0987
Phone: 843-747-1793—Fax: 843-744-3466—TDD: 843-767-0552

Web: nchashousingauthority.com

TRANSCRIPT OF RECORDS. AUGUST14, 2015

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

GARNARIS HAMILTON

Plaintiff

vs.

HENRY SCOTT

Defendant

THE COURT OF COMMON PLEAS

DOCKET NO. 2015-CP-10-3372

TRANSCRIPT OF RECORD

August 14, 2015
Charleston, South Carolina

B E F O R E:

THE HONORABLE J. C. NICHOLSON, JUDGE

A P P E A R A N C E S:

GARNARIS HAMILTON
Pro se Plaintiff

BRUCE A. BERLINSKY, ESQ.
Attorney for the Defendant

JOYCE C. RUEGER, CVR-M.
Circuit Court Reporter

PROCEEDINGS

1
2 THE COURT: All right Mr. Hamilton, I've read the
3 return from the Magistrate. I'll be glad to hear you on
4 your appeal.

5 MR. HAMILTON: Yes, sir. Your Honor, I'm appealing
6 the case on the findings of the court factual not
7 conclusive when he said there was evidence to support
8 that I did not prove ousted. Mr. Scott never produced a
9 writ of eviction and that's on page 14 of the judge's
10 return which he said that he would produce these in court
11 when he came. He never produced a writ of eviction to
12 show that he had legal rights to be in the house under
13 the resident landlord tenant act 27-40-530.

14 THE COURT: Is that the reason you're appealing?

15 MR. HAMILTON: Yes, sir. I'm appealing the findings
16 of the court because I did prove that he ousted me
17 because he had no probable cause to be in my house
18 without the writ of eviction notice to be inside the
19 house to terminate it and a written letter from him in
20 which he said I abandoned the house. We are under an HCV
21 contract under North Charleston housing; anything under
22 that I would have been put out the program. And that was
23 not proven there because he didn't put any evidence to
24 prove to show that I abandoned the house which I did not
25 do because if I abandoned the house under the amendment

1 to perform, which I amended the complaint to the answer
2 that shows in there that I am under the HCV program and
3 anything under the housing authority clearly states there
4 is no documents of landlord stating that I owed for any
5 damage to the unit. There is no paperwork from the court
6 pertaining to the Magistrate writ of eviction; only the
7 30 days notice which he wrote a letter telling me he
8 wasn't going to renew the contract.

9 My lease was still up at the time -- and it clearly
10 states that if I had abandoned the house they would have
11 sent me a termination letter for abandonment. So
12 anything under the court's finding that I didn't prove
13 ousted because he had no writ to go in the house. And
14 legally under 530 of the access clearly states that only
15 he must give me 24 hours notice before he enters the
16 premises.

17 Under 530 it says the only way the landlord has no
18 other rights it says rights of accessing except pursuant
19 to a court order which is a writ permitted by 27-40-720
20 and 27-40-30 when accompanied by a law enforcement
21 officer at a reasonable time the purpose to serve a
22 process of eviction proceedings. These things never
23 happened. He never evicted me. He never filed a writ of
24 eviction and that's clearly a violation of due process
25 anyway giving notice to be in court.

1 THE COURT: Anything else?

2 MR. HAMILTON: You want me to go on?

3 THE COURT: All right.

4 MR. HAMILTON: The jury -- the non jury -- as far
5 as the non-jury trial in there we were -- I wasn't given
6 notice to be to court but attorney William Thrower was
7 given the notice ---

8 THE COURT REPORTER: --- what was the attorney's
9 name?

10 MR. HAMILTON: William Thrower was given notice,
11 attorney Berlinsky, and also Mr. Scott. I never
12 received a notice to be in court for a jury trial. But
13 on the date given for the jury trial Mr. Thrower had --
14 access to the court. He had a federal court appointment,
15 which he should have asked for a continuance. He did not
16 ask for a continuance but the judge went on with the case
17 after the attorney left and dismissed the jury, which is
18 considered stayed action. He shouldn't be involved in a
19 jury case anyway once he was given notice for a jury
20 trial that was supposed to happen under the due process
21 laws. And as far as Mr. Scott signing a waiver I never
22 seen a waiver. I never received anything as far as an
23 answer, returns or anything. I never received anything
24 from the defendant or his counsel. The only reason I
25 knew about the court date is when I called the Clerk of

1 Court and she informed me the date it was. Inside the
2 pleading it's also stated out on the facts.

3 THE COURT: Anything else?

4 MR. HAMILTON: I said the court 'errored' because
5 there is no evidence inside; there are no conclusions or
6 facts to show that the defendant had a legal right to be
7 in the house. As far as there is no evidence there is no
8 deciding what the judge said.

9 THE COURT: Okay. Thank you very much. Mr.
10 Berlinsky?

11 MR. BERLINSKY: Thank you, Your Honor. Your Honor,
12 I guess it may be a little out of order but I have a
13 motion to dismiss the appeal because Mr. Hamilton didn't
14 follow the rules of court. Rule 18 says that the right
15 to appeal from -- and this is Magistrate Court Rule 18
16 not Circuit Court -- says the right to appeal from a
17 judgment exists for 30 days after denial of a motion for
18 a new trial. And a motion for a new trial has to be made
19 or a motion to alter or amend has to be made not later
20 than 10 days after the judgment or five days in a
21 landlord tenant matter; that's Rule 19. And he did
22 neither of those things so I don't even know that he has
23 the right to an appeal.

24 MR. HAMILTON: Excuse me, Your Honor, but that rule
25 does not ---

1 look in the return there is nothing in there clarifying
2 that he is an attorney for Scott. I received no answer,
3 no return or nothing from Magistrate court. If we're
4 going to follow the rules of Magistrate court we should
5 follow the Magistrate court up. Everything is in the
6 return.

7 Also, Your Honor when I wanted to file for a new
8 trial in Magistrate court clearly he abused his
9 discretion on me and decided by not even looking at the
10 writ of eviction, the itemized statement; all these
11 things were right there in the court in front of him. He
12 abused his discretion on that then why would I want to go
13 back to the same court that ignored the court's rule and
14 the court's law.

15 THE COURT: Mr. Berlinsky, on Rule 18 on appeals my
16 interpretation he has 30 days to file an appeal. Now if
17 he does file a motion for a new trial, then that has to
18 be filed within 5 days however he didn't ask for a new
19 trial. I don't think the fact that he didn't ask for a
20 new trial or file a motion for a new trial prohibits him
21 from appealing the Magistrate's court decision. He had
22 to do that within 30 days. Now I'll hear you on the
23 merits of his appeal.

24 MR. BERLINSKY: Okay. Thank you, Your Honor. May
25 it please the court? His first argument was that my

1 client did not file a writ of ejectment. My client
2 doesn't have to file a writ of ejectment. My client was
3 a defendant in an action Mr. Hamilton filed and we
4 defended that. As you know general law -- well first off
5 an appeal from Magistrate court is only if the judge made
6 an error of law.

7 THE COURT: Not in civil court but in criminal
8 court that's correct. You can modify the findings of
9 fact in the civil side, okay.

10 MR. BERLINSKY: But the fact of the matter was my
11 client didn't have to file a writ of ejectment. He
12 voluntarily left after we sent him a letter that said
13 you're violating the lease because you have a dog and the
14 lease clearly says no animals on the premises. The trial
15 took place. There was -- Mr. Hamilton testified on his
16 behalf with no independent witnesses. Mr. Scott
17 testified on his behalf with three independent witnesses.
18 The judge has to weigh the creditability of the evidence
19 and creditability of the witnesses. We proved our case
20 that he violated the lease. He voluntarily left
21 therefore abandoning the premises he came back three to
22 four times; that was the testimony to retrieve his
23 possessions. He never said I want possession of the
24 house again that you've improperly ousted me until he
25 files this action several months after he voluntarily

1 left and after the lease expired. So the weight of the
2 evidence is that my client did nothing wrong other than
3 tell him you're violating the lease by having a dog on
4 the premises and either you or the dog has to do. The
5 next thing we know he's gone; Mr. Hamilton, not the dog.
6 So I don't know where we've wrongfully ousted him. And I
7 don't know that we have to do an eviction.

8 With regard to the jury trial issue my client
9 requested the jury trial, not Mr. Hamilton. We decided
10 to waive the jury trial. We're entitled to do that. He
11 had notice of that and he told the judge that he was fine
12 with that. We also discussed Mr. Thrower not being
13 available and the judge offered him the opportunity to
14 continue the trial and he said I feel comfortable with
15 you I'm ready to go forward today. Nobody forced him to
16 go forward that day. He was in court; he was there
17 before we were. So I don't know where there are any
18 grounds for appeal in this thing where my client did
19 anything wrong. And that's resulted in Judge Turner's
20 ruling.

21 THE COURT: Thank you Mr. Berlinsky.

22 MR. BERLINSKY: Thank you.

23 THE COURT: All right Mr. Hamilton, anything you
24 want to say very briefly in reply?

25 MR. HAMILTON: Yes, sir. Your Honor, Mr. Scott's

1 notice is dated August the 30th he said, if I may read
2 it, please consider this letter as your 30 day notice to
3 vacate the property. Your lease will not be renewed as
4 of September 1, 2014. You have until October 1st to
5 remove all your property and possessions. If there are
6 any damages that was committed by you, please make sure
7 all repairs are complete before October 1st, 2014. I
8 will not use -- I will use your deposit to cover any
9 repairs. Please note that if repairs exceed your deposit
10 you are required to pay the balance.

11 Your Honor, there is nothing in there about no dog,
12 nothing about anything except that he wanted me out the
13 house before the lease expired. That was a broken
14 contract right there. And as far as me willing to leave
15 or abandoning the house no I didn't abandon the house.
16 What happened was I left on the 27 -- 29th of October I
17 removed some furnishings out of the house so that I would
18 be able to make room in there to put other things in.
19 When I came back in the police had removed my possessions
20 and Mr. Scott was in my house with a painter painting
21 over my suits, my items, and a young lady was in there
22 throwing trash; my food in a garage can which she told me
23 I can get back out. I did not want to receive food back
24 out of the garbage can. Mr. Scott ran out the back door
25 and I called the police. They said to go through

1 Magistrate court. And as far as me not being there to
2 come back; no I wasn't there because I had a nervous
3 breakdown. I was at the Charleston Center and if you
4 look inside the original filing I do have the papers in
5 there stating that I was in Charleston Center because I
6 had a breakdown, Your Honor.

7 THE COURT: Okay. Thank you so very much.
8 Looking at the Magistrate's return, look at the
9 Magistrate's file the Magistrate found for the defendant
10 and said the plaintiff failed to prove ouster. The
11 plaintiff brought the action in the case so as far as his
12 argument on the eviction etcetera the Magistrate found
13 that he was not ousted, he voluntarily left. And I see
14 no error of law or any reason to modify the findings of
15 the Magistrate at the lower court ---

16 MR. HAMILTON: --- Your Honor ---

17 THE COURT: --- the appeal is denied. Have a good
18 day.

19 MR. HAMILTON: Okay. Thank you.

20 THE COURT: Thank you very much.

21 MR. BERLINSKY: Thank you, Your Honor.

22 MR. HAMILTON: Thank you, Your Honor.

23 THE COURT: Mr. Berlinsky, you want to do a form
24 order or do you want me to do a short order?

25 MR. HAMILTON: Yes, sir. Please do a form order

1 please.

2 THE COURT: Do you want me to do a short order or a
3 form order. ---

4 MR. BERLINSKY: --- yes, please if you don't mind.
5 I mean if you prefer I'll do it.

6 THE COURT: It doesn't matter. I'll do a short
7 order just stating that the appeal is denied based upon
8 the record.

9 MR. BERLINSKY: Okay.

10 THE COURT: Okay. Thank y'all very much.

11 MR. BERLINSKY: Thank you, Your Honor.

12 MR. HAMILTON: Thank you.

13 *****END OF TRANSCRIPT OF RECORD*****
14
15
16
17
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23
24
25

MAGISTRATES RETURN PAGE NUMBERED (MR)

Case No: 2015CV011500219

FILED IN CHARLESTON COUNTY

Served: FEB 06 2015

Default:

Hear SMALL CLAIMS COURT

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

4645 Bridge View Drive (29405)
PO Box 70235
North Charleston, SC 29415

IN THE SMALL CLAIMS COURT

Garranis Hamilton			Henry Scott		
Plaintiff			Defendant		
2064 Arbutus Ave			105 Waterstone Way		
Street Address			Street Address		
North Charleston SC 29405			Goose Creek SC 29545		
City State Zip			City SC Zip		
(843) 718-8952			(843) 315-1344		
Phone			Phone		

S.C. 29445

I, the plaintiff in this civil action, make the following claim against the defendant:

- 1.) I believe that the defendant is a resident of _____.
- 2.) Check a, b, or c to indicate the type of suit and supply documents required.
 - a. () This is a suit on a note; Two (2) copies of note attached. Defendant has defaulted in payment of said note with balance of \$ _____ now due and payable.
 - b. () This is a suit on an account; Two (2) copies of statement attached. Sign as affiant swearing to statement and have your signature notarized.

SWORN and subscribed before me this _____ day of _____ 20 _____

Attached to this complaint is a statement of account which I swear to be true and correct, with no part of the balance having been paid.

NOTARY PUBLIC, State of South Carolina
My Commission Expires: _____

Affiant's Signature (Plaintiff)

c. (✓) OTHER. This is a claim based on the following facts: (Describe Complaint)
Tenants remedies for landlords unlawful ouster or exclusion and deposits. Under the Landlord Tenants Act under S.C. Code 27-40-66D & 27-37-140

(attach supplement if necessary)

3.) I believe because of the following information, that I am entitled to, and request a judgment for

\$ 7,500.00 and/or other relief:

on which is greater, performing chas, Center your anxiety
(Include any costs resulting from this action. (Example: court costs, legal fees, interest))

I STATE UNDER PENALTY OF PERJURY THAT THE ABOVE IS CORRECT AND TRUTHFUL.

2-6-15
Date

[Signature]
Signature of Plaintiff or Attorney

FORM C32-5270

11

Number
of items

Items lost

- 3 Indian Pennies
- 3 Bicentennial 1776-1976 Silver Dollars
- 2 pair Timberlan Boots (light Brown/Blue Suede)
- 1 Lawn Mower
- 1 Barbecue Grill
- 2 Handicap driving clutches
- 1 Brown Suede Jacket with \$535.00 in pockets
- Sets Seaboard Cufflinks
- Seaboard tie clip
- Pokemon Sets
- Suits
- phone
- Silverware
- Pets
- Food

FILED IN CHARLESTON COUNTY
FEB. 06 2015
SMALL CLAIMS COURT

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

2015CV1011500219
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

ANSWER

Garnaris Hamilton
2064 Arbutus Avenue
North Charleston, SC 29405
(843) 718-8952

PLAINTIFF(S)

FILED IN CHARLESTON COUNTY

MAR 03 2015

SMALL CLAIMS COURT

AGENT

Vs

Henry Scott Sr
105 Waterstone Way
Goose Creek, SC 29445

(843) 345-1344

DEFENDANT(S)

On 3/2/2015 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Charleston County Summary Court**, is as follows:

CHECK ONE:

A. I contest the jurisdiction of the court based on the following: (use additional pages if necessary)

B. I admit everything in the complaint and do not want a trial.

C. I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. I deny that I am responsible at all because: (use additional pages if necessary)

At the end of Mr. Hamilton lease, it was not renewed. He was given 30 days to move out and remove his belongings. Mr. Hamilton
see attach sheet

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE

DATED: 3/3/2015

Henry Scott Sr
SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)

IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

PLEASE RETURN TO:

Small Claims - North
4045 Bridge View Drive, P. O. Box 70235
North Charleston, SC 29405
Phone: (843) 202-6650

MV2

left the house abandon. The doors were open.
I tracked Mr. Hamilton down to remove
his belongings from the house. He came
and remove the food that was in the house
and left all the other items there. Repairs
had to be made to bring the house into
livable condition.

All necessary documents will be brought
to court.

I DESIRE A JURY TRIAL.

FILED IN CHARLESTON COUNTY
MAR 03 2015
SMALL CLAIMS COURT

Dear Mr. Hamilton

Please Consider this letter as your 30
days notice to vacate the property.

Your lease will not be renewed as of
September 1, 2014. You have until October
1, 2014 to remove all your possessions.

If there are any damages that
was committed by you please make
sure all repairs are completed
before October 1, 2014. If not your
deposit will be used to cover any
repairs. Please note that if
repairs exceeds your deposit you will
be required to pay the balance.

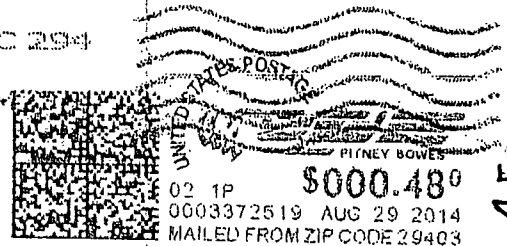
Sincerely
Henry Scott Sr.

cc: Gibbs-Johnson 44

105 Waterstone Way
Dove Creek SC
29445

CHARLESTON SC 294

30 AUG 2014 PM

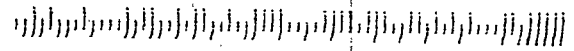


02 1P \$000.48⁰⁰
0003372519 AUG 29 2014
MAILED FROM ZIP CODE 29403

45

Mr. Hammit
2208 Clinton St.
N. Chas. SC 29405

2940537934



843-718-8052 Courts

843-345-1344
103 WATERSTONE WA
GOOSE CREEK 29444

Residential Lease

APARTMENT - CONDOMINIUM - HOUSE

BY THIS AGREEMENT made and entered into on November 1, 2013, between Henry Scott, herein referred to as Lessor, and Garnaris Hamilton herein referred to as Lessee. Lessor leases to Lessee the premises situated at 2208 Clinton Street, Charleston, SC, for a term of 1 year, to commence on November 1, 2013, and to end on November 1, 2014 at 12 midnight.

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Five hundred Fifty dollars (\$550.00) per month in advance on the first day of each calendar month.

If Lessee shall fail to pay rent when due, or perform any terms hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor at his option, may terminate all rights of Lessee here under, unless Lessee, within said time, shall cure such default.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one cashier's check, OR one money order made out to Henry Scott.

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Thirty Dollars (\$30).

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of thirty-five Dollars (\$35) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. Of \$ 550.00, receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

Prior to release of security deposit at the end of the (natural lease agreement) a inspection of the home will be conducted. If damage is done to the home that is not due to normal wear and tear Lessor reserves the right to deduct the cost of repair from the Security Deposit. Remaining balance of the security deposit will be refunded to the Lessee within 30 days from the date possession is delivered to the Lessor.

6. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of

the demised premises, and the sidewalks connected thereto, during the term of this lease.

7. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than ___ persons, consisting of ___ adult(s) and ___ children.

8. Condition of Premises. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenable condition.

9. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

10. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

11. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease. The Lessor reserves the right to make alterations or improvements as necessary provided a 24 hour notice is given.

12. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

13. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

14. Utilities. Lessee shall be responsible for arranging for and paying for all utility services

required on the premises.

15. Right of Inspection (Every 3 months). Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

16. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean, change the air filters in the air conditioners; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

17. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

18. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initiated by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

19. Pets. No pets are allowed in the house. **NO PITBULL OR ROCKWILDERS**

20. Display of Signs. During the last thirty days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

21. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

22. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

23. Holdover by Lessee. Should Lessee remain in possession of the premises with the consent of Lessor after the natural expiration of this lease, **the lease will automatically be renewed for an additional one year term.** If the Lessee desires to move from the premises at

the expiration of the lease, he/she will need to notify the Lessor in writing at a minimum, of 30 days in advance of the natural expiration of the lease.

24. Surrender of Premises. At the expiration of the lease term, Lessee shall quit provided that he/she gives the lessor 30 days written notice and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

25. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons there from. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within fifteen days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

26. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

27. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

28. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

29. Lead Paint Disclosure. "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

30. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

31. Other Terms: If lessor has to keep the maintenance of the yard in compliance with city code there will be a Fifty dollar charge (\$ 50) each time the yard is kept in compliance with city code.

Pest Control: Lessee will be responsible for paying quarterly fees to the desired Pest control company of the selected by the Lessor. The amount of the fee, will be determined by the contracting company.

Attorney's Fees: The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first written above.

Lessor: *[Signature]*

Lessee: *[Signature]*

Lessee: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.



North
Charleston
Housing
Authority

"Equal Housing Opportunities"

Box 70987
North Charleston, SC 29415-0987
Telephone (843) 747-1793
Facsimile (843) 744-3466

07/16/2014

HENRY SCOTT, SR.
105 WATERSTONE WAY
GOOSE CREEK SC 29445

Phone
(843)345-1344

Phone

RE: Failed Inspection Notification/30 Day Notification of Abatement

Dear Owner/Landlord:

On 07/09/14, we inspected your property located at 2208 CLINTON STREET , NORTH CHARLESTON SC 29405. This unit was found to be in violation of the requirements of the federal Housing Quality Standards (HQS) and has **FAILED** the inspection.

ALL REPAIRS MUST BE COMPLETED WITHIN 30 DAYS FROM THE DATE OF THIS NOTIFICATION.

On 08/19/14, between the hours of 8:30 am and 5:00 pm, we will re-visit your property to conduct a re-inspection. In pursuant to your Housing Assistance Payment (HAP) Contract with the Housing Authority, you are responsible to correct the failed items on the enclosed inspection report.

If the unit does not comply with the HQS standards by the date of the second inspection, the HAP Payment for this family will be abated as of 09/01/14. Abatement means that your next HAP will be reduced by the corresponding daily rate for the number of days in which the unit is not in compliance. Please reference the HAP Contract, part B, Section 3.

If you have any questions or concerns, please call Ms. Trisa Smalls at 843-266-5928. We look forward to hearing from you.

Sincerely, *Deze J. Roberts*
Housing Authority Representative

Enclosure

*NOTE 9-1-14 - see letter from (8-30-14)

Tenant: GARNARIS HAMILTON
2208 CLINTON STREET
NORTH CHARLESTON SC 29405

CC: File
SERENA GIBBS-JOHNSON

Inspection Checklist
Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2014)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Name of Family HAMILTON GARNARIS	Tenant ID Number XX003704	Date of Request (mm/dd/yyyy) 05/19/2014
Inspector ROBINSON GEORGE	Neighborhood Census Tract 0.00	Date of Inspection (mm/dd/yyyy) 07/09/2014
Type of Inspection [Annual Inspection] <input type="checkbox"/> Initial <input type="checkbox"/> Special <input checked="" type="checkbox"/> Reinspection	Date of Last Inspection (mm/dd/yyyy) 10/31/2013	PHA NORTH CHARLESTON HOUSING

A - General Information

Inspected Unit 008362	Year of Construction (yyyy) 2006	Insp.# 1000023667	Housing Type (check as appropriate)
Full Address (including Street, City, County, State, Zip) 2208 CLINTON STREET NORTH CHARLESTON SC 29405 0 County:			<input checked="" type="checkbox"/> Single Family Detach <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row or Town House <input type="checkbox"/> Low Rise: 3/4 Stories including Garden <input type="checkbox"/> High Rise: 5 Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperate <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other
Number of Children in Family Under 6	0		
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected SCOTT, SR. HENRY		Phone Number (843)345-1344	
Address of Owner or Agent 105 WATERSTONE WAY GOOSE CREEK SC 29445			

B. Summary Decision on Unit (To be completed after form has been filled out)

<input type="checkbox"/> Passed	Number of Bedrooms for Purposes of the FMR or Payment Standard 2.00	Number of Sleeping Rooms
<input checked="" type="checkbox"/> Failed		
<input type="checkbox"/> Inconclusive		

Inspection Checklist

Item No.	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
2.10 Kitchen - 1st Floor - Failed Stove or Range with Oven		F		Owner Responsibility : : stove surface light won't shut off.	
Item No.	Yes Pass	No Fail	In-Conc.	Comments	Approval Date
6.4 Building Exteriors - 1st Floor - Failed Condition of Exterior Surfaces		F		Owner Responsibility : : check and unstick as needed.	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

*Room Codes: 1 = Bedroom or any other room used for sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
3=Second Living Room, Family Room, Den, Playroom, TV Room; 4=Entrance Halls, Corridors, Halls, Staircases; 5=Additional Bathroom; 6=Other

Previous editions are obsolete

E. Inspection Summary/Comments (Optional)

Provide a summary description of each item which resulted in a rating of "Fail" or "Pass with Comments"

Tenant ID Number XX003704	Inspector ROBINSON GEORGE	Date of Inspection (mm/dd/yyyy) 07/09/2014	Address of Inspected Unit 2208 CLINTON STREET NORTH CHARLESTON SC 29405
Type of Inspection [Annual Inspection]	<input type="checkbox"/> Initial	<input type="checkbox"/> Special	<input checked="" type="checkbox"/> Reinspection
Item Number	Reason for "Fail" or "Pass with Comments" Rating		

Owner Signature

Inspector Signature



843.202-6650
Fax: 843.202-6652
Lonnie Hamilton, III Public Services
Building
4045 Bridge View Drive
Post Office Box 70235
North Charleston, SC 29415-0235

Judge James Turner
Magistrate

NORTH AREA SMALL CLAIMS
COURT

March 23, 2015

William J. Thrower, Esquire
Thrower & Schwartz
6 Carriage Lane, Ste. A
Charleston, SC 29407

Henry Scott, Sr.
105 Waterstone Way
Goose Creek, SC 29445

RE: GARNARIS HAMILTON vs. HENRY SCOTT, SR.
CASE NO: 2015CV1011500219

Notice to all parties:

This letter is to advise all parties that the Jury Trial for the above referenced case has been scheduled. This trial will take place on:

THURSDAY, APRIL 23, 2015 AT 9:00 A.M.

If either party does not appear the case may be dismissed and a Judgment may be entered against the party who does not appear. **Documents or photographs submitted as evidence will not be returned. Please make copies of all documentation that needs to be retained.**

If you have witnesses, books or any evidence bearing on this claim, you should bring them with you at the time of the hearing. If you need to subpoena witnesses, your request for subpoenas must be submitted to this Court as soon as possible prior to the hearing date and a fee of eight (\$8.00) Dollars will be charged for each subpoena. This fee must be remitted when the subpoena is requested. The Court does not provide a court reporter. You must make any appropriate arrangements. **A WRITTEN, NOTARIZED, OUT OF COURT STATEMENT FROM A WITNESS CANNOT BE USED AS EVIDENCE. A WITNESS MUST APPEAR IN PERSON IN COURT TO TESTIFY.**

Please check in with the Small Claims office prior to entering the courtroom and if you have any questions pertaining to this matter, please don't hesitate to contact this Court.

Sincerely,


Joy S. Johnson
Summary Court Specialist

cc: file

Enclosure: Jury List



843.202-6650
Fax: 843.202-6652
Lonnie Hamilton, III Public Services
Building
4045 Bridge View Drive
Post Office Box 70235
North Charleston, SC 29415-0235

Judge James Turner
Magistrate

NORTH AREA SMALL CLAIMS
COURT

April 22, 2015

William J. Thrower, Esquire
Thrower & Schwartz
6 Carriage Lane, Ste. A
Charleston, SC 29407

Bruce Berlinsky, Esquire
1 Carriage Lane, Ste. F
Charleston, SC 29407

RE: GARNARIS HAMILTON vs. HENRY SCOTT, SR.
CASE NO: 2015CV1011500219

Notice to all parties:

This letter is to advise all parties that the **Jury Trial** for the above referenced case has been scheduled. This trial will take place on:

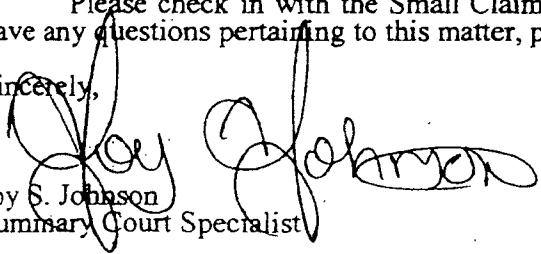
WEDNESDAY, MAY 27, 2015 AT 9:00 A.M.

If either party does not appear the case may be dismissed and a Judgment may be entered against the party who does not appear. **Documents or photographs submitted as evidence will not be returned. Please make copies of all documentation that needs to be retained.**

If you have witnesses, books or any evidence bearing on this claim, you should bring them with you at the time of the hearing. If you need to subpoena witnesses, your request for subpoenas must be submitted to this Court as soon as possible prior to the hearing date and a fee of eight (\$8.00) Dollars will be charged for each subpoena. This fee must be remitted when the subpoena is requested. The Court does not provide a court reporter. You must make any appropriate arrangements. **A WRITTEN, NOTARIZED, OUT OF COURT STATEMENT FROM A WITNESS CANNOT BE USED AS EVIDENCE. A WITNESS MUST APPEAR IN PERSON IN COURT TO TESTIFY.**

Please check in with the Small Claims office prior to entering the courtroom and if you have any questions pertaining to this matter, please don't hesitate to contact this Court.

Sincerely,


Joy S. Johnson
Summary Court Specialist

cc: file

Enclosure: Jury List

North Area Small Claims Court

MAY 27, 2015

Attorney List

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
1	Aiken, Katherine E	W	F	10/31/1982	442 Mount Royall Dr Mount Pleasant, SC 29464
2	Amick, James H Jr.	W	M	6/22/1961	10 Brigadoon Pl Charleston, SC 29414
3	Anderson, Evelyn E	B	F	7/4/1954	1635 Raoul Wallenberg Blvd Apt Charleston, SC 29407
4	Baird, Jane M	W	F	3/22/1990	4195 Live Oak Ave Ravenel, SC 29470
5	Barron, Laurence	B	M	10/22/1951	13 PLAINFIELD DR CHARLESTON, SC 29407
6	Blake, Barbara B	W	F	7/30/1949	3889 Sweet Briar Ct Johns Island, SC 29455
7	Boone, Sallybruce M	W	F	2/18/1973	208 Wandolea Dr Mt Pleasant, SC 29464
8	Burnsed, David L	W	M	6/3/1962	852 Mikell Dr Charleston, SC 29412
9	Campbell, Edith	B	F	6/7/1939	25 Cedar St Charleston, SC 29403
10	Capps, Brandon B	W	F	11/12/1976	1332 Osmond Rd Mt Pleasant, SC 29466
11	Carroll, Steve W	W	M	2/25/1969	340 N Shelmore Blvd Mount Pleasant, SC 29464
12	Chard, Richard D	W	M	6/23/1951	867 Law Ln Mt Pleasant, SC 29464
13	Copeland, Henry D	W	M	1/31/1954	1298 Ashley Hall Rd Charleston, SC 29407
14	Cunningham, Ryan A	W	M	2/26/1985	3590 Mary Ader Ave Apt 1024 Charleston, SC 29414
15	Davis, Courtney B	B	M	1/6/1988	7736 OVALDALE DR NORTH CHARLESTON, SC 29418
16	Dustan, Jacob P	W	M	7/2/1993	2659 Burden Creek Road Ext Johns Island, SC 29455
17	Elgin, Kayce T	W	M	12/7/1994	178 Saint Philip St Apt D Charleston, SC 29403
18	Ervin, Laurie N III	W	M	6/1/1963	395 Sirop Ct Mt Pleasant, SC 29464
19	Fincher, Matthew T	W	M	9/17/1990	4014 MICHIGAN AVE APT A CHARLESTON AFB, SC 29404
20	Gannon, Cheryl M	W	F	9/1/1978	1360 Southern Magnolia Ln Mount Pleasant, SC 29464
21	Girault, Marc D	W	M	6/15/1965	1242 Chicorie Way Charleston, SC 29412
22	Hogan, Matthew J	W	M	3/14/1989	610 SEMAHT ST CHARLESTON, SC 29412
23	Holmes, Tyrone J	B	M	5/17/1986	8752 JESSICA CT N CHARLESTON, SC 29406
24	Ignacio, Jessica L	W	F	10/23/1980	1094 Talisman Rd Mt Pleasant, SC 29464

North Area Small Claims Court

MAY 27, 2015

Attorney List

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
25	Jamison, Larry	B	M	12/9/1955	1270 Chandler Rd Awendaw, SC 29429
26	Jenkins, Shajuana T	B	F	1/21/1975	3376 Island Estates Dr Johns Island, SC 29455
27	Jones, Patricia B	W	F	3/19/1944	1315 Thompson Ave Sullivans Islan, SC 29482
28	Killeen, Kelly A	W	F	3/21/1979	2158 Medway Rd Charleston, SC 29412
29	Kobes, Linda K	W	F	9/9/1945	642 Hobcaw Bluff Dr Mt Pleasant, SC 29464
30	Leber, Edward J	W	M	4/11/1996	132 MOSSY OAK WAY MT PLEASANT, SC 29464
31	Lyles, Lori L	W	F	5/4/1962	1651 Atlantic Ave Sullivans Is, SC 29482
32	Mackey, Alexandria M	B	F	11/22/1987	2937 Murraywood Rd Johns Island, SC 29455
33	Maffett, Carroll A	W	M	3/29/1960	7947 STEAMBOAT LANDING RD EDISTO ISLAND, SC 29438
34	Magrane, Margaret E	W	F	1/7/1987	1090 Kentwood Cir Charleston, SC 29412
35	Massalon, Susanna S	W	F	4/21/1996	64 Logan St Charleston, SC 29401
36	Mccarty, Katelyn A	W	F	7/12/1984	428 Limbaker St Charleston, SC 29412
37	McKinney, Ayren S	O	F	5/6/1996	5106 Willis Dr No Charleston, SC 29406
38	Murray, Thomas C	B	M	2/25/1955	1852 Greenmore Dr Charleston, SC 29407
39	Nash, Angela R	W	F	11/3/1969	1122 Idbury Ln Charleston, SC 29414
40	Nealy, Marie A	B	F	1/10/1972	7927 Saint Ives Rd Apt 206 North Charlesto, SC 29406
41	O'Brien, Haley D	W	F	8/7/1986	253 Saint Philip St Apt B Charleston, SC 29403
42	Osterdock, Christine L	W	F	9/15/1976	211 FIDDIE ST LADSON, SC 29485
43	Otieno, Aviana K	O	F	11/27/1995	228 Xavier St Charleston, SC 29414
44	Preston, Karen H	W	F	8/30/1940	2030 Sterling Marsh Ln Johns Island, SC 29455
45	Ravenel, Sylvester R	B	M	11/29/1938	1910 Leland St Apt A No Charleston, SC 29405
46	Richardson, Kevin J	B	M	10/21/1987	4017 Niagara St No Charleston, SC 29405
47	Robertson, Edward H III	W	M	6/14/1945	1901 Ion Ave Sullivans Is, SC 29482
48	Seyle, Juliane B	W	F	11/5/1975	2298 N Lander Ln Charleston, SC 29414

North Area Small Claims Court

Attorney List

MAY 27, 2015

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
25	Jamison, Larry	B	M	12/9/1955	1270 Chandler Rd Awendaw, SC 29429
26	Jenkins, Shajuana T	B	F	1/21/1975	3376 Island Estates Dr Johns Island, SC 29455
27	Jones, Patricia B	W	F	3/19/1944	1315 Thompson Ave Sullivans Islan, SC 29482
28	Killeen, Kelly A	W	F	3/21/1979	2158 Medway Rd Charleston, SC 29412
29	Kobes, Linda K	W	F	9/9/1945	642 Hobcaw Bluff Dr Mt Pleasant, SC 29464
30	Leber, Edward J	W	M	4/11/1996	132 MOSSY OAK WAY MT PLEASANT, SC 29464
31	Lyles, Lori L	W	F	5/4/1962	1651 Atlantic Ave Sullivans Is, SC 29482
32	Mackey, Alexandria M	B	F	11/22/1987	2937 Murraywood Rd Johns Island, SC 29455
33	Maffett, Carroll A	W	M	3/29/1960	7947 STEAMBOAT LANDING RD EDISTO ISLAND, SC 29438
34	Magrane, Margaret E	W	F	1/7/1987	1090 Kentwood Cir Charleston, SC 29412
35	Massalon, Susanna S	W	F	4/21/1996	64 Logan St Charleston, SC 29401
36	Mccarty, Katelyn A	W	F	7/12/1984	428 Limbaker St Charleston, SC 29412
37	Mckinney, Ayren S	O	F	5/5/1990	5106 Willis Dr No Charleston, SC 29405
38	Murray, Thomas C	B	M	2/25/1955	1852 Greenmore Dr Charleston, SC 29407
39	Nash, Angela R	W	F	11/3/1969	1122 Idbury Ln Charleston, SC 29414
40	Nealy, Marie A	B	F	1/10/1972	7927 Saint Ives Rd Apt 206 North Charlesto, SC 29406
41	Obrien, Haley D	W	F	8/7/1986	253 Saint Philip St Apt B Charleston, SC 29403
42	Osterdock, Christine L	W	F	9/15/1976	211 FIDDIE ST LADSON, SC 29485
43	Otieno, Aviana K	O	F	11/27/1995	228 Xavier St Charleston, SC 29414
44	Preston, Karen H	W	F	8/30/1940	2030 Sterling Marsh Ln Johns Island, SC 29455
45	Ravenel, Sylvester R	B	M	11/29/1938	1910 Leland St Apt A No Charleston, SC 29405
46	Richardson, Kevin J	B	M	10/21/1987	4017 Niagara St No Charleston, SC 29405
47	Robertson, Edward H III	W	M	6/14/1945	1901 Ion Ave Sullivans Is, SC 29482
48	Seyle, Juliane B	W	F	11/5/1975	2298 N Lander Ln Charleston, SC 29414

North Area Small Claims Court

MAY 27, 2015

Attorney List

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
25	Jamison, Larry	B	M	12/9/1955	1270 Chandler Rd Awendaw, SC 29429
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27	Jones, Patricia B	W	F	3/19/1944	1315 Thompson Ave Sullivans Islan, SC 29482
28	Killeen, Kelly A	W	F	3/21/1979	2158 Medway Rd Charleston, SC 29412
29	Kobes, Linda K	W	F	9/9/1945	642 Hobcaw Bluff Dr Mt Pleasant, SC 29464
30	Leber, Edward J	W	M	4/11/1996	132 MOSSY OAK WAY MT PLEASANT, SC 29464
31	Lyles, Lori L	W	F	5/4/1962	1651 Atlantic Ave Sullivans Is, SC 29482
32	Mackey, Alexandria M	B	F	11/22/1987	2937 Murraywood Rd Johns Island, SC 29455
33	Maffett, Carroll A	W	M	3/29/1960	7947 STEAMBOAT LANDING RD EDISTO ISLAND, SC 29438
34	Magrane, Margaret E	W	F	1/7/1987	1090 Kentwood Cir Charleston, SC 29412
35	Massalon, Susanna S	W	F	4/21/1996	64 Logan St Charleston, SC 29401
36	Mccarty, Katelyn A	W	F	7/12/1984	428 Limbaker St Charleston, SC 29412
37	Mckinney, Ayren S	O	F	5/6/1990	5106 Willis Dr No Charleston, SC 29406
38	Murray, Thomas C	B	M	2/25/1955	1852 Greenmore Dr Charleston, SC 29407
39	Nash, Angela R	W	F	11/3/1969	1122 Idbury Ln Charleston, SC 29414
40	Nealy, Marie A	B	F	1/10/1972	7927 Saint Ives Rd Apt 206 North Charlesto, SC 29406
41	Obrien, Haley D	W	F	8/7/1986	253 Saint Philip St Apt B Charleston, SC 29403
42	Osterdock, Christine L	W	F	9/15/1976	211 FIDDIE ST LADSON, SC 29485
43	Otieno, Aviana K	O	F	11/27/1995	228 Xavier St Charleston, SC 29414
44	Preston, Karen H	W	F	8/30/1940	2030 Sterling Marsh Ln Johns Island, SC 29455
45	Ravenel, Sylvester R	B	M	11/29/1938	1910 Leland St Apt A No Charleston, SC 29405
46	Richardson, Kevin J	B	M	10/21/1987	4017 Niagara St No Charleston, SC 29405
47	Robertson, Edward H III	W	M	6/14/1945	1901 Ion Ave Sullivans Is, SC 29482
48	Seyle, Juliane B	W	F	11/5/1975	2298 N Lander Ln Charleston, SC 29414

30

North Area Small Claims Court

APRIL 23, 2015

Attorney List

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
1	Bace, Mary K	W	F	10/27/1938	1 Bishop Gadsden Way Charleston, SC 29412
2	Bechtold, Clifford F	W	M	9/6/1954	1175 Quick Rabbit Loop Charleston, SC 29414
3	Beckett, Bonnie R	B	F	7/4/1951	2440 BERGERON WAY MOUNT PLEASANT, SC 29466
4	Beland, Todd K	W	M	7/15/1983	2789 CHERRY POINT RD WADMALAW IS, SC 29487
5	Bernstein, Charles S	W	M	5/20/1929	1512 Carolina Jasmine Rd Mt Pleasant, SC 29464
6	Boineau, Marion M	W	M	4/7/1932	5095 Highway 174 Hollywood, SC 29449
7	Boyle, Ann L	W	F	10/12/1955	338 SEEWEE CIR MOUNT PLEASANT, SC 29464
8	Brafford, Twylia R	B	F	11/9/1963	3357 Dowling Rd North Charlesto, SC 29405
9	Braxton, Barbara L	B	F	11/7/1956	111 Spring St Apt D Charleston, SC 29403
10	Buck, Deanna M	W	F	4/6/1974	2494 Etiwan Ave Apt L3 Charleston, SC 29414
11	Burns, Kyleigh H	W	F	12/22/1995	1385 MADISON CT MT PLEASANT, SC 29466
12	Case, Anna Z	W	F	7/26/1980	7712 Corley Dr No Charleston, SC 29418
13	Cass, Brian J	W	M	12/20/1983	16 Cannon St Apt 204 Charleston, SC 29403
14	Cox, Zachary A	W	M	12/8/1954	3100 ASHLEY TOWN CENTER DR CHARLESTON, SC 29414
15	Cullen, Thomas J	W	M	11/8/1970	2246 N Marsh Dr Mount Pleasant, SC 29466
16	Delacretaz, Nicole A	W	F	2/14/1983	175 Wentworth St Charleston, SC 29401
17	Deleston, Patricia A	B	F	6/15/1949	1855 Grimball Rd Charleston, SC 29412
18	Dix, Kellyanne	W	F	2/8/1982	1401 Basildon Rd Mt Pleasant, SC 29466
19	Eller, Barry V	W	M	1/5/1964	24 Brockman Dr Charleston, SC 29412
20	Ellis, Timothy P	W	M	7/16/1981	1309 Coastal Marsh Rd Mount Pleasant, SC 29464
21	Falcone, Norman J	W	M	12/31/1938	2620 Turben Pl Mt Pleasant, SC 29466
22	Falotico, Sherry M	W	F	8/19/1946	311 Shoals Dr Mt Pleasant, SC 29464
23	Fulse, Latoyia T	B	F	1/30/1981	7479 Church Hill Road Anx Hollywood, SC 29449
24	Glenn, Thomas P Jr.	W	M	5/21/1977	1911 Fruitwood Ave Charleston, SC 29414

North Area Small Claims Court

APRIL 23 . 2015

Attorney List

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
25	Granger, Tiffany P	B	F	2/12/1984	1901 PINE WALK CT APT 315 NORTH CHARLESTO, SC 29405
26	Horton, Jacqueline C	W	F	1/31/1952	1852 Palmetto Isle Dr Mount Pleasant, SC 29466
27	Hughes, Britny I	W	F	1/2/1989	9200 University Blvd North Charlesto, SC 29406
28	Jones, Swantelle D	B	F	7/1/1973	2303 Aintree Ave North Charlesto, SC 29405
29	King, Alice E	W	F	5/7/1954	714 Landgrave Ave Charleston, SC 29414
30	Lewis, Michelle D	W	F	2/21/1973	6701 DORCHESTER RD APT 608 NORTH CHARLESTO, SC 29418
31	Li, Tai K	A	M	10/12/1949	661 CORNERSTONE CT CHARLESTON, SC 29412
32	Lund, Christina L	W	F	1/4/1969	3609 W Higgins Dr Mount Pleasant, SC 29466
33	Markowski, Paul J	W	M	1/20/1955	1837 Bermuda Stone Rd Charleston, SC 29414
34	Martin, Benjamin T	W	M	6/30/1979	1647 Hutchinson Ave Apt A No Charleston, SC 29404
35	Means, Harratial A Jr.	B	M	11/13/1970	586 Rutledge Ave Apt B Charleston, SC 29403
36	Menzie, Hazel L	B	F	1/29/1931	1079 Shadow Arbor Cir Charleston, SC 29414
37	Mizel, Steven L	W	M	3/23/1950	1511 Saint Helenas Pt Charleston, SC 29407
38	Moody, Claire D	B	M	1/17/1953	2245 Greenridge Rd Apt 415 No Charleston, SC 29406
39	Morrison, Leslie L	W	F	7/15/1977	3499 Legareville Rd Johns Island, SC 29455
40	Mullane, Harvey J	W	M	3/22/1950	801 AFFIRMATION BLVD APT 100 CHARLESTON, SC 29412
41	Novo, Andrew N	H	M	1/3/1996	716 HIBBENS GRANT BLVD MT PLEASANT, SC 29464
42	Pacheco, Daniel D	O	M	8/20/1991	2112 Royal Castle Ln Charleston, SC 29414
43	Pinckney, Clarence	B	M	12/13/1932	338 Susan Dr Charleston, SC 29407
44	Platt, Robert B III	W	M	10/22/1956	1435 Trailmore Dr Charleston, SC 29407
45	Poole, Jacob A	W	M	1/24/1984	4098 E Amy Ln Johns Island, SC 29455
46	Price, John E	W	M	12/20/1984	1061 Johnnie Dodds Blvd Apt B4 Mount Pleasant, SC 29464
47	Propst, Robert C	W	M	3/25/1990	1110 Westchase Dr Charleston, SC 29407
48	Rabon, Mitchell D JR	W	M	8/18/1979	1596 TERNS NEST RD CHARLESTON, SC 29412

North Area Small Claims Court

APRIL 23, 2015

Attorney List

JUROR#	NAME	RACE	SEX	DOB	ADDRESS
49	Ravenel, Lillie B	B	F	11/10/1949	4346 Royal Harbor Rd Hollywood, SC 29449
50	Roberts, Cerissa D	W	F	3/1/1983	2025 COUNTRY MANOR DR MT PLEASANT, SC 29466
51	Rodgers-Stimmons, Erica E	W	F	3/28/1983	1430 Coles Rd Johns Island, SC 29455
52	Salsburg, Julia A	W	F	12/23/1967	2125 RICH ST N CHARLESTON, SC 29405
53	Scott, Reginald B	B	M	2/17/1967	65 Jawol Dr Charleston, SC 29414
54	Shortleeve, Dane	W	M	8/14/1924	1829 Banbury Ct Charleston, SC 29414
55	Staubes, Patsy C	W	F	10/26/1935	2073 MARSHLAND DR CHARLESTON, SC 29414
56	Stubbings, Jason P	W	M	7/17/1975	1623 Ellsworth St Mt Pleasant, SC 29466
57	Taylor, Angela B	W	F	7/10/1942	8 DUFFERS CT APT E CHARLESTON, SC 29414
58	Thompson, David L	W	M	11/9/1950	198 N Shelmore Blvd Mt Pleasant, SC 29464
59	Trainer, Thomas	W	M	12/17/1946	46 King St Charleston, SC 29401
60	Tristen, Joseph J JR	W	M	12/6/1994	1543 FOX POND LN WADMALAW ISLAND, SC 29487
Total Number of Jurors:		60			

BRUCE A. BERLINSKY, P.A.
Attorney at Law

Mailing Address:
PO Box 206
Charleston, SC 29402

One Carriage Lane, Building F
Charleston, SC 29407

Office: (843) 852-2202
Fax: (843) 852-4844
Bruce@berlinskylawfirm.com

April 22, 2015

VIA FAX ONLY (843) 202-6652

Honorable James Turner
North Area Small Claims Court

Re: Gamaris Hamilton vs. Henry Scott, Sr.
Case No.: 2015-CV-1011500219

FILED IN CHARLESTON COUNTY

APR 22 2015

SMALL CLAIMS COURT

Dear Judge Turner,

We have been unable to resolve the above referenced matter. However, my key witness is scheduled to appear in front of Judge Ganaway-Pasley on the same date at the same time. Based on the foregoing, I would appreciate your continuing this matter in order to allow my witness to be present.

Thanking you in advance for your consideration.

With kind regards, I am

Sincerely,



Bruce A. Berlinsky

BAB/jlr

CC: William J. Thrower, Esquire VIA FAX ONLY (843) 571-4602

BRUCE A. BERLINSKY, P.A.
Attorney at Law

Mailing Address:
P.O. Box 206
Charleston, SC 29402

One Carriage Lane, Building F
Charleston, SC 29407

Office: (843) 852-2202
Fax: (843) 852-4844
Bruce@berlinskylawfirm.com

Fax Transmittal

TO:	<u>Honorable James Turner</u>	FAX#:	<u>(843) 202-6652</u>
FROM:	<u>Jessica Reynolds/Bruce A. Berlinsky</u>	DATE:	<u>April 22, 2015</u>
RE:	<u>Gamaris Hamilton v. Henry Scott, Sr.</u>	PAGE:	<u>2 (Including cover)</u>
	<u>Case No.: 2015-CV-1011500219</u>		

Judge Turner,

Please see attached letter from Mr. Berlinsky.

Thanks,
Jessica

Jessica Reynolds
Legal Secretary/ Bruce A. Berlinsky

FILED IN CHARLESTON COUNTY
APR 22 2015
SMALL CLAIMS COURT



843.202-6650
Fax: 843.202-6652
Lonnie Hamilton, III Public Services
Building
4045 Bridge View Drive
Post Office Box 70235
North Charleston, SC 29415-0235

Judge James Turner
Magistrate

NORTH AREA SMALL CLAIMS
COURT

April 22, 2015

William J. Thrower, Esquire
Thrower & Schwartz
6 Carriage Lane, Ste. A
Charleston, SC 29407

Bruce Berlinsky, Esquire
1 Carriage Lane, Ste. F
Charleston, SC 29407

RE: GARNARIS HAMILTON vs. HENRY SCOTT, SR.
CASE NO: 2015CV1011500219

Notice to all parties:

This letter is to advise all parties that the **Jury Trial** for the above referenced case has been scheduled. This trial will take place on:

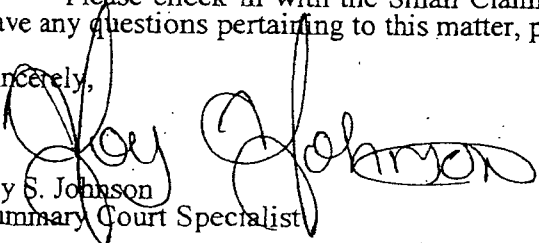
WEDNESDAY, MAY 27, 2015 AT 9:00 A.M.

If either party does not appear the case may be dismissed and a Judgment may be entered against the party who does not appear. **Documents or photographs submitted as evidence will not be returned. Please make copies of all documentation that needs to be retained.**

If you have witnesses, books or any evidence bearing on this claim, you should bring them with you at the time of the hearing. If you need to subpoena witnesses, your request for subpoenas must be submitted to this Court as soon as possible prior to the hearing date and a fee of eight (\$8.00) Dollars will be charged for each subpoena. This fee must be remitted when the subpoena is requested. The Court does not provide a court reporter. You must make any appropriate arrangements. **A WRITTEN, NOTARIZED, OUT OF COURT STATEMENT FROM A WITNESS CANNOT BE USED AS EVIDENCE. A WITNESS MUST APPEAR IN PERSON IN COURT TO TESTIFY.**

Please check in with the Small Claims office prior to entering the courtroom and if you have any questions pertaining to this matter, please don't hesitate to contact this Court.

Sincerely,


Joy S. Johnson
Summary Court Specialist

cc: file
Enclosure: Jury List

NORTH AREA SMALL CLAIMS COURT
4045 BRIDGE VIEW DRIVE
NORTH CHARLESTON, SC 29405

Return Service Requested

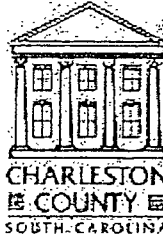
William J. Thrower, Esquire
Thrower & Schwartz
6 Carriage Lane, Ste. A
Charleston, SC 29407

FILED IN CHARLESTON COUNTY
APR 22 2015
SMALL CLAIMS COURT

NORTH AREA SMALL CLAIMS COURT
4045 BRIDGE VIEW DRIVE
NORTH CHARLESTON, SC 29405

Return Service Requested

Bruce Berlinsky, Esquire
1 Carriage Lane, Ste. F
Charleston, SC 29407



Judge James Turner
Magistrate

NORTH AREA SMALL CLAIMS
COURT

March 23, 2015

843.202-6650
Fax: 843.202-6652
Lonnie Hamilton, III Public Services
Building
4045 Bridge View Drive
Post Office Box 70235
North Charleston, SC 29415-0235

William J. Thrower, Esquire
Thrower & Schwartz
6 Carriage Lane, Ste. A
Charleston, SC 29407

Henry Scott, Sr.
105 Waterstone Way
Goose Creek, SC 29445

RE: GARNARIS HAMILTON vs. HENRY SCOTT, SR.
CASE NO: 2015CV1011500219

Notice to all parties:

This letter is to advise all parties that the **Jury Trial** for the above referenced case has been scheduled. This trial will take place on:

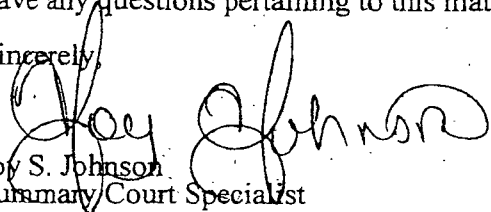
THURSDAY, APRIL 23, 2015 AT 9:00 A.M.

If either party does not appear the case may be dismissed and a Judgment may be entered against the party who does not appear. **Documents or photographs submitted as evidence will not be returned. Please make copies of all documentation that needs to be retained.**

If you have witnesses, books or any evidence bearing on this claim, you should bring them with you at the time of the hearing. If you need to subpoena witnesses, your request for subpoenas must be submitted to this Court as soon as possible prior to the hearing date and a fee of eight (\$8.00) Dollars will be charged for each subpoena. This fee must be remitted when the subpoena is requested. The Court does not provide a court reporter. You must make any appropriate arrangements. **A WRITTEN, NOTARIZED, OUT OF COURT STATEMENT FROM A WITNESS CANNOT BE USED AS EVIDENCE. A WITNESS MUST APPEAR IN PERSON IN COURT TO TESTIFY.**

Please check in with the Small Claims office prior to entering the courtroom and if you have any questions pertaining to this matter, please don't hesitate to contact this Court.

Sincerely,


Joy S. Johnson
Summary Court Specialist

cc: file

Enclosure: Jury List

NORTH AREA SMALL CLAIMS COURT
4045 BRIDGE VIEW DRIVE
NORTH CHARLESTON, SC 29405

Return Service Requested

William J. Thrower, Esquire
Thrower & Schwartz
6 Carriage Lane, Ste. A
Charleston, SC 29407

FILED IN CHARLESTON COUNTY
MAR 23 2015
SMALL CLAIMS COURT

NORTH AREA SMALL CLAIMS COURT
4045 BRIDGE VIEW DRIVE
NORTH CHARLESTON, SC 29405

Return Service Requested

Henry Scott, Sr.
105 Waterstone Way
Goose Creek, SC 29445



Judge James Turner
Magistrate

NORTH AREA SMALL CLAIMS
COURT

843.202-6650
Fax: 843.202-6652
Lonnie Hamilton, III Public Services
Building
4045 Bridge View Drive
Post Office Box 70235
North Charleston, SC 29415-0235

March 4, 2015

Garnaris Hamilton
2064 Arbutus Ave.
North Charleston, SC 29405

Henry Scott Sr.
105 Waterstone Way
Goose Creek, SC 29445

RE: GARNARIS HAMILTON vs. HENRY SCOTT
CASE NO: 2015CV1011500219

Notice to All Parties:

Please find enclosed an order scheduling the **Pre-Trial Conference** for the above referenced case.

If I can be of any further assistance, feel free to contact this office.

Sincerely,

Kimberly M. Delpit
Summary Court Specialist

cc: file

Enclosure: Order scheduling pre-trial conference

NORTH AREA SMALL CLAIMS COURT
4045 BRIDGE VIEW DRIVE
NORTH CHARLESTON, SC 29405

Return Service Requested

FILED IN
CHARLESTON COUNTY

MAR 04 2015

SMALL CLAIMS COURT

Henry Scott, Sr.
105 Waterstone Way
Goose Creek, SC 29445

NORTH AREA SMALL CLAIMS COURT
4045 BRIDGE VIEW DRIVE
NORTH CHARLESTON, SC 29405

Return Service Requested

Gamaris Hamilton
2064 Arbutus Ave.
North Charleston, SC 29405

WILLIAM J. THROWER
ATTORNEY

THROWER & SCHWARTZ

6 CARRIAGE LANE, SUITE A
CHARLESTON, SC 29407

OFFICE: (843) 571-4604 FAX: (843) 571-4602

WILLIAMJTHROWER@GMAIL.COM

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE SMALL CLAIMS COURT)
CASE NO: 2015CV1011500219)
COMMON PLEAS: 2015-CP-10-3372)

GARNARIS HAMILTON)

Plaintiff- Appellant)

-versus-)

HENRY SCOTT, SR.)

Defendant - Respondent)

RETURN

FILED IN
CHARLESTON COUNTY
JUL 07 2015
SMALL CLAIMS COURT

THIS is an appeal from the Charleston County Small Claims Court, North Charleston Division.

The action commenced by the Plaintiff Hamilton filing a complaint alleging violations of the provisions in the South Carolina Landlord Tenant Act relating to ouster of a tenant and deposit.

An attachment to the complaint listed various items of personal property alleged to be improperly disposed of by Scott, the landlord.

The pro se answer filed by Scott asserted that Hamilton received proper written notice of termination and that Hamilton abandoned the household and his personal property by failing to secure it and leaving doors open.

Scott requested a jury trial in his answer but the demand was waived after he obtained counsel.

A non-jury trial was conducted on May 27, 2015. The court ruled in favor of the Defendant Scott by written order dated June 1, 2015.

FILED
2015 JUL 08 AM 11:37
JULIE J. ARMSTRONG
CLERK OF COURT

7-21-15

Factual Background

Mr. Hamilton admitted the lease into evidence which expressed an expiration date of November 1, 2014 at midnight. The lease commenced on November 1, 2013 and stated it was for a one year term.

Hamilton testified that he appeared on November 1, to move everything out but that Scott along with a painter and another individual cleaning the premises had already entered.

Hamilton testified that numerous items were missing and recited their value. He testified that his monthly rent contribution was twenty two dollars per month and that he paid a security deposit of five hundred fifty dollars which was not returned.

Scott testified that he discovered an unauthorized dog and sent written notice per the lease terminating the tenancy as of October 1, 2014. He testified that between twelve to thirteen hundred dollars was expended for repairs and painting including but not limited to damage from the dog. This expenditure exceeded the security deposit.

Shirley Washington, the sister in law of Scott who was also the next door neighbor of Hamilton testified that she observed several trucks loaded by Hamilton and he appeared to have completely vacated.

Emily Hamilton testified that she cleaned the property for Scott. She testified that Hamilton appeared and did not want to recover anymore items left at the premises. She described the items as trash. Emily Hamilton did not observe any of the items that the Plaintiff Hamilton claimed to be missing.

Conclusions

The court found that appropriate written notice to terminate the lease was delivered to Hamilton by Scott prior to the expiration of the lease. Hamilton failed to prove an ouster by the preponderance of the evidence.

Additionally, the court found that although the security deposit was withheld it was not wrongfully withheld. The ruling was that the expenses incurred by the landlord exceeded the deposit and that damages could not be recovered under S.C. Code of Laws, section 27-40-410.

Respectfully Submitted,

James Turner, Magistrate

North Charleston, South Carolina
July 7, 2015

THE STATE OF SOUTH CAROLINA IN THE COURT APPEAL

APPEAL FROM CHARLESTON COUNTY

J.C. Nicholson, Judge

RECEIVED

APR 24 2017

CASE NO. 2015-CP-10-3372

S.C. SUPREME COURT

Appellant No. 2015-002039

Gernaris Hamilton.....Appellant

V.

Henry Scott Sr.....Respondent

APPELLANTS FINAL BRIEFS

Dann Hamilton

Garnaris Hamilton

4453 Jenwood St.

Ladson, SC 29456

843-718-8952

*Sworn to before me
22 February 2016*

[Signature]

*My commission expires
11 October 2019*

Bruce A. Berlinsky, P.A
One Carriage Ln. Bldg. F
Charleston, SC 29407
843-852-2202

LINDA W. STEWART
NOTARY PUBLIC
SOUTH CAROLINA

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STATEMENT OF ISSUES ON APPEAL

1. Because respondent did not have a court order writ of ejection and respondent had no legal rights to enter residence.
2. Because the court did not notify the appellate of a non-jury trial or had a jury trial waiver for the records the expectation was a jury trial, the jurors were there for selection.
3. Because the court dismissed the jurors and only the court dismissed the seated jurors this is state action all the jurors were waiting to be selected at the time of trial.
4. Because the court for good cause could've granted a continuance, after counsel abandon the case or for the record state the fact the trial will continue.
5. Because the findings of the court and conclusion is without evidentiary support the conclusion is erroneous.

STATEMENT OF CASE

On February 6, 2015 Appellant filed in Small Claims Court. That the respondent violated his contract (lease) by entering his dwelling and threw his personal property out, without a Writ of Eviction. Respondent claims that he sent a letter of vacate the property because of a dog on property violated the lease. The lease was under North /Charleston Housing Authority HCV. The Respondent demanded a jury trial several times, Appellant was represented by Attorney William Thrower and Respondent retained Attorney Bruce Berlinsky. On May 27, 2015 the date of trial Attorney Thrower told the judge he had to be in Federal court and left. The judge then dismiss the jurors and had a non-jury trial, without any evidence submitted by Respondent or attorney.

On June 1, 2015, Appeal was filed June 16, 2015 Appellant file pleadings and exhibits on June 29, 2015. Was placed on hearing docket on July 16, 2015 Respondent filed a late answer on July 13, 2015 Appellant file a motion to answer August 6, 2015. The hearing was on August 14, 2015 and denied on August 14, 2015. Motion to amend to a written order was respectfully denied on September 16, 2015. Appellant filed appeal in the Appellant's court on September 25, 2015. The question is legally and constitutional can the landlord enter into the property without a court order Writ of Eviction, then comes the damages of \$7,500 in which the complaint was filed. The Constitution questions a jury trial notice is due process to be informed (when the waiver come in) Waiver on record or in court. The Jurors were in court seated waiting like Appellant was for jury selection, the judge comes in and said I will not be needing you all today and they left. The judge continued with a non-jury trial after all of this, no attorney, no jury, and no evidence or Exhibits from the Respondent only what he thought was legal. Appellant would like to recover for his losses in the amount of \$7,500 plus cost. There was never any written order from either courts on their findings and conclusion of law. Therefore only what is in the transcript and Magistrate's return to file this appeal; the lower court did not look at the pleadings or read it. 20 minutes and out of court and all the responses was with the Attorney William Thrower who did not do his job.

Attorney-Client-Facts

Counsel should have notified the court the he was no longer going to be counsel for the appellate (SCRMC) rules (13) A (14) and (15). These Magistrates court rules were in place, but the non-jury trial proceed (Floyd V. Kosko) 3295 E-2d 459. An attorney that undertakes the representation of a client in a case impliedly agrees to proceed with the case until it has been terminated, and it is not at liberty to abandon it (Trans. Pg 12-lines 12-20). Only word we have is counsel for the respondent whom did not file answer to any pleading in Magistrate's court, court of common plea or Appellant court, but to take his word the record is silent see Exhibit (4) (Notice of motion scheduling pg 1-5). Counsel did not get sanction under SCRCP Rule 15 (A). The court did not rule on these issues.

Contract Facts

The contract is an obligation which arises from actual agreement of parties manifested by written conduct (Trans pg 13-Line 1-13) MRpg S. 44-45 Gaskins v. Blue Cross-Blue Shield of S.C. 271. SC 101 245 S.E. 2d 598 (1978), Moore V. Palmetto State Life INS. CO. 222 S.E. 2d 492, 73 S.E. 2d 688 (1952) If the agreement is manifested by words, the contract was voided on the (30th) 30 of August when respondent wrote the letter. (S.C code Ann 27-40-530 (D)) was clear what needed to be done to enter the dwelling "court order" not a letter or dog neighbor abandonment, but a court order, Respondent stated (Scott), he found the "appellant" the appellant was not out of town, or hospitalized the contract was not expired why was there a need to throw out the appellant's procession, no rent was due, electricity, water, food, clothing, appliances, there was no abandonment, respondent had (3) days before the house was to be in back in his possession. Electricity and water were turned on in the new tenant's home on the 5th of November (Exhibit 2 pg 25) There is no reason he gave for his action only what the letter said. A new tenant on the 5th of November, 4 days after respondent discarded the appellant's property, and no itemized statement.

Jury-Fact

Once there was a demand for a jury trial the only way to waiver was by records intelligently and understandingly rejecting the demand. Respondent after counsel for appellant abandon him, the opportunity arises for a non-jury trial not by record but by duress of circumstances. This was time for the court under Magistrate rule's to adjust to the situation not to abide in it by a non-jury trial. The court dismissed the jurors the Magistrate return page one (1). Chavas V. Brown 385 S.E. 2d 206. "The trial judge is inextricably involved in the process of obtaining a fair and impartial jury". Because the trial judge makes the determination as to the importability of a "selected jury" we hold his involvement in the selection process in substantial enough to be considered "State Action". Subject to the mandates of the Fourteenth Amendment.

The jurors were in court (see jurors list M.R. pgs 27-33) not once but twice the jury list was sent for a jury trial. There was never a waiver, the court with duress of circumstances let that happen. The records are clear magistrate's return the transcript. This is state action. (Exhibit and Pleading pg 24) (M.R. pg 1)

APPEAL ON ERRORS IN FACT

Because there was no evidence submitted in court this hearing which was supposed to be a Jury trial (M.R. pg. 15 18, 20) was turned into a non-jury trial without due process notice are attorney all fact stated in the Magistrate's return, no writ of ejection, no letter about dog, no (15) fifteen day wait for abandonment, also no waiver from jury trial. There is fact finding or conclusion of law? There's no evidence to reasonable support the court's decision S.C, Code Ann 27-40-530-D, Respondent admitted he went into the house without court order or law enforcement (Trans. Pg. 11 Line 1-9). The Magistrate Court would not modify the finding of fact, because there was no fact (Trans. Pg. 11 Line 7-9). Appellant filed motion to alter and amend under Rule 59 (E) SCRCP only to be denied without the findings of facts from a court order, who's to say what the findings were. (Order filed in appeal September 25, order dated September 18, 2015), everything is in the Magistrate return and the court ordered transcript.

WAIVER

Because the court error in the constitutional requirement to due process and equal protection of the law, the procedural step before any waiver (M.R. pg1) (Trans. Pg. 5, line 10-25 and pg. 12 line 8-10). Magistrates Court Rule's. Rule (13A) Conduct of Trial; Jury Trials; Witnesses; Subpoenas. (A) Trial should be conducted in an informal manner and the South Carolina Rules of Evidence Shall apply but shall be relaxed in the interest of Justice. In the trial of a civil action, in which one or both parties are unrepresented by legal counsel, the court shall question the parties and witnesses in order to assure that all claims and defenses are fully present. (Exhibit and pleading pg.24) (MR pg.1)

The consent of counsels and sanction of the court must be had, trial by jury is a right guaranteed by the constitutions of both South Carolina and the United States. State V. Arthur cited 374 S.E2d.292.A7 [1]. The state concedes the waiver of a constitutional or statutory right requires a showing on the record that the defendant made the waiver knowingly and intelligently. Chavous V. Brown cite as 385.S.E.2d206 at 209. The function of a jury in South Carolina is to determine the facts from the evidence and apply those facts to the law as charged by the trial jury. There is no underlying distinction between the function of a Criminal Jury and a Civil Jury. One isn't more important than the other. Justice under the law for all parties is the goal of any trial; Appellant expectancy was a Jury trial, the Jurors were in court awaiting selection. Was and when the waiver was presented isn't in the courts records only in the respondent's counsel (Trans pg. 12 line 8-12) that they can at any time without notice decided to waiver after counsel walked out on appellant, constitutional requirements must be had by the court on records. (Exhibit of pleading pg24) (MR pg1)

ARGUMENTS

CONTRACT: LETTER AND LEASE

Because of (Preponderance of evidence of writ)

Because there was a contract between appellant and respondent (M.R. pgs. 35-39) there was an agreement. The contract was an obligation which arises from actual agreement of parties, manifested by words oral or written by conduct (Trans. Pg. 13, Line 1-13) (M.R. pgs. 44-45) Gaskins V. Blue Cross Blue Shield of South Carolina 271 S.C. 101, 245 S.E. 2d 598 (1978), Moore V. Palmetto State Life Ins Co. 222, S.E. 2d 492, 73 S.E. 2d 688 (1952). If the agreement is manifested by words, the contract was void on the (30th) of August when respondent wrote the letter. Now to come to court with frivolous claim that Appellate had a dog and abandoned the property (M.R. pg. 1 Trans. Pg. 11 Line 13-14). It was the letter that broke the lease, no itemized statement, no writ of ejection as required by S.C. Code Ann 27-40-530 and 15-7-10, 27-40-530 Access (D). A landlord has no other right of access EXCEPT: 1. Pursuant to court order; 2. As permitted by 27-40-720 "(Noncompliance affecting health and safety, and 27-40-720)(a) the unexplained absence of a tenant from a dwelling unit for a period of fifteen days after default in the PAYMENT of rent must be construed as abandonment)". 3. When accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejection proceeding 4. Unless the tenant has abandoned or surrendered the premises. (Trans. Pg. 4 Line 5-25)

This is not a new finding it was clearly stated in the court of Common Pleas, there's no statement of damages (Trans. Pg. 10 Lines 8-14).

Arguments

ATTORNEY-CLIENT

(M.R. pg.1) The Magistrate Court in its return did not mention counsel but had all the repose's to (M.R. pg. 16-24) Attorney William Thrower, for the court to even ask such a question at a time like this at the hearing is unheard of the records of the hearing is silence on records of Attorney. Attorney-Client privilege was not waived, a person attains the statue of a "client" when that person seeks legal advice by communicating in confidence with attorney for purpose of obtaining such advice. The case was clear under S.C. code Ann 27-40-530 (D). There was no court order or any evidence from the respondent to support it.

Once Attorney William Thrower came to court for the record on March 4, 2015 he was appellants counsel (M.R. p. 16-24). Floyd V. Kosko 329 S.E.2d.459 At 460 [3-5] An attorney who undertakes the representation of a client in a cause impliedly agrees to see case through to its termination and is not at liberty to abandon it (Trans pg. 5 line 10-24 and pg. 12 line 12-20).

Counsel had (30) thirty days' notice, counsel should have asked for continuance, appellant had no access to the document which was sent to counsel. How could appellant argue a case he just got abandon under the sixth amendment right to counsel of your choice.

Once attorney William Thrower came to court on March 4, 2015. On the record for the appellant he was counsel. All paper's pertaining to the case he received this becomes attorney client, representation. Under the (6th) Sixth Constitution Amendment appellant was do counsel of his choice.

All through the magistrates return there is no record of counsel for appellant (M.R. pgs. 1-3) the return (M.R. pgs.16-24) everything else is silent and a silent record in any court is impermissible. The court record should have shown that counsel (William Thrower) was not.

Jury Dismissal and Waiver

The Appellant argue that (Scott) Respondent asked for a Jury Trial (SCRMC 22-3-230) March 3, 2015 in respondents answer, on the date of trial the Magistrate Court claim that Jury Trial was waived after he obtained counsel. (M.R. pg.1) and (M.R. pgs. 14-15). There is nothing on the record of when he obtained counsel or waiver of rights by respondent (SCRMC 22-2-170 or pursuant to provision of 22-3-920) affirmative waiver by defendant of his right. Boykin V. Alabama 395 U.S. 238 (1969). Presuming waiver from a silent record is impermissible. The record must show, or there must be an allegation and evidence which shows that counsel, but intelligently and understandingly rejected the offer anything less and not a waiver. All notice send out was for a Jury Trial alone with the jurors list. The jurors were in court awaiting selection. The respondent did not and could not release Jury pool only the court has that authority to call jurors or release them. Chavous V. Brown 385 S.E.2d 206 At 209. Because the trial Judge makes the determination as to the impartiality of a select Jury, We hold his involvement in the selection process is substantial enough to be considered "State Action" under South Carolina Constitution Art. I § 3 Equal Protection requires "All persons to be treated alike under like circumstances and conditions both in privileges conferred and liabilities imposed." "The function "of a Jury in South Carolina is to determine the facts from the evidence and apply those facts to the law as charged by the trial Judge. There is no underlying distinction between the function of a criminal Jury and a civil Jury. One is not more important than the other. Justice under the law for all parties is the goal of any trial. With these issues being such a novel issue in South Carolina the Appellant would asked that the court made a decision on relief, for the Appellant. The outcome of a new hearing would not see justice. (Exhibit and pleading pg. 24)

Before the trial of the issue the Judge stop the case by dismissing the juror's (M.R. pg. 27-33), and continued on with a non-jury trial. The United States Supreme Court has stated that (Peremptory Challenge) has always been consider a necessary part of trial by jury [and] one of the most important rights secured to the accused Swain V. Alabama, 380 u.s. 202, 219, 85 S. ct. 824, 835, 13 L. Ed. 2d 759 (1965) quoting Pointer V. United States, 151 u.s. 396, 408, 14 S. ct. 410, 414, 38 L. Ed. 208 (1894). Peremptory Challenges in civil case in this state are provided by statue, section 14-7-1050 Code of Laws of South Carolina, 1976 as amended. The intent of the code section is to give litigants a fair and impartial jury. Chavas V. Brown 385 S.E.2d 206 because the trial Judge made that determination as to the impartiality of dismissing the jurors that were there to be selected it's substantial enough to be considered "State Action" subject to mandates of the fourteenth Amendment.

Trial Judge may excuse Jurors from sitting on particular case, but not to determine constitutional challenges to select a Jury. (Exhibit and pleading pg. 24 MR. pg. 1)

APPEAL AND ERROR ARGUMENT

The sole fact the respondent in his answer (M.R. pgs. 14-15) that he would bring or produce the writ of ejection in court, only by what is said in the Magistrates return (M.R. pgs. 1-2). The letter from respondent (M.R. pgs. 44-45) Notice to vacate property sent to North Charleston Housing Authority and Appellant dated August 30, 2014 was in fact a broken contract by respondent the lease did not expired until November 1, 2014 at midnight. No reference to dog or abandonment. There was no evidence presented to the court only respondent sister in law who lives in respondent's trailer for free, unauthorized dog and sent written notice (M.R. pgs. 44-45) Trans. Pg. 11 Lines 1-19. There was no evidence presented only word of mouth S.C. Code Ann 27-40530D. Access: A landlord has no other right of access except; Pursuant to court order; Trans. pg. 10 Line 25 pg. 11 Lines 1-2. There's no evidence Hiott V. Guaranty Nt. Ins. Co. 496S.E. 29At.421 in a non-jury action at law the Judges findings of fact will not be disturbed on appeal unless they're without evidentiary support. They are numerous errors of law in this case. (M.R. pg. 3) S.C. Code Ann 27-40-410; any deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due. The court said it, but there was no damages to be itemized. The "case" No Counsel (SCRM Rule 13 A) No evidence (SCRM Rule 15 B) No continuance (SCRM Rule 14). Appellant can neither be a Judge nor a Juror in his own case. Section 14-7-1050 code of law of South Carolina (1976) as amended. The intent to give litigants a fair and impartial Jury.

CONCLUSION

For all the above reasons this Judgement should be reversed, the circuit court erred in applying the test of equal protection and due process of the law, the records of the hearing, the Magistrates return, there is no evidence to support the findings of the court, counsel abandon the case without warning. All the rights guaranteed by the constitutions both South Carolina and United States were not protected, from the start of the hearing to the outcome no evidence was that clause of the constitution to the appellate no state..... Shall deny to any person within its jurisdiction equal protection of the law.

Is there evidence?

No Writ, No Waiver, No Jury, No Attorney

No, evidence

This Case Should be reverse

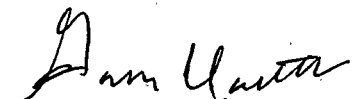
Respectfully submitted,

Bruce A. Berlinsky P.A.

One Carriage lane, Bldg. F

Charleston, SC 29407

843-852-2202

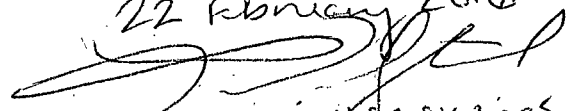

Garnaris Hamilton

4453 Jenwood St.

Ladson, SC 29456

843-718-8952

*Sworn to before me
22 February 2016*


*My commission expires
1 October 2019*

LINDA W. STEWART
NOTARY PUBLIC
SOUTH CAROLINA