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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
JUDGE FRANK R. ADDY JR.

REGINALD M. GILLIAM #240636,
APPELLANT,

VS.

JUDY BURNS AND INDEX JOURNAL
NEWSPAPER,

DEFENDANT.

C/A No.: 11-CP-24-442

AMENDED RECORD ON APPEAL

RESPECTFULLY,

S/ *Reginald Gilliam*

REGINALD M. GILLIAM
386 REDEMPTION WAY
McCORMICK, S.C. 29899

CC: STEVEN M. PRUITT, ESQUIRE.
414 MAIN STREET
P.O. BOX 1547
GREENWOOD, S.C. 29648

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SC Court of Appeals

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State of South Carolina)
County of Greenwood) Court of Common Pleas
2011-CP-24-442

Reginald M. Gilliam)
vs.) Transcript of Record
Index Journal Newspaper and)
Judy Burns)
DEFENDANT)

June 15, 2011
Greenwood, South Carolina

B E F O R E:

Honorable Frank R. Addy, Jr., Judge.

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

Reginald M. Gilliam, Pro Se
Attorney, Pro Se

Steven M. Pruitt, Esq.
Attorney for the Defendants

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Joy E. Holston
Official Court Reporter

1 THE COURT: This is case number 2010-CP-24-1149,
2 Reginald M. Gilliam versus Greenwood Professional
3 Investigations and Ronnie McCallister. We have Mr.
4 Gilliam who is proceeding pro se. Apparently he filed
5 these suits pro se. The defendant, the Index Journal and
6 Ms. Burns are presented by Mr. Pruitt. And Mr. Anderson
7 is also here representing Mr. McCallister and Greenwood
8 Investigations, Incorporated. Mr. Gilliam, the hearing
9 today concerns a motion to dismiss and the only case we
10 were going to address this morning is the matter
11 concerning Judy Burns at the Index Journal but I am told
12 by my Clerk that you are okay to also hear the case
13 involving Greenwood Professional Investigations and Ronnie
14 McCallister. Is that right?

15 MR. GILLIAM: Yes, sir.

16 THE COURT: Okay. At this point and time, gentlemen,
17 since y'all have the burden of going forward on the
18 motions, it is my understanding that y'all are moving to
19 dismiss the lawsuits. I will hear from you first, Mr.
20 Pruitt and of course Mr. Anderson. Certainly Mr. Gilliam,
21 anything that you want to say in response or did you need
22 to say something before they did?

23 MR. GILLIAM: When I came here I wanted to amend some
24 stuff dealing with the newspaper, I mean the newspaper
25 company, Ms. Judy Burns. When I came down I wanted to

1 amend some things with you, to the Court with Judy Burns.
2 And I wanted to basically to serve a copy upon them that
3 they have already received, what we are talking about.
4 Nothing outside the record, it is pertaining just to this
5 and this alone.

6 THE COURT: So those are, I think you are saying you
7 want to amend, my Clerk just handed me the case of US
8 versus.

9 MR. GILLIAM: Pomponio and Perrotta. And I just
10 entered into another one. US versus Coastal Maine
11 Lobster.

12 THE COURT: We have those. And you also apparently
13 have presented a copy of the article that I assume you
14 take issue with?

15 MR. GILLIAM: Yes, sir.

16 THE COURT: And then there is a portion of the
17 transcript from that trial that you have also presented to
18 me?

19 MR. GILLIAM: Yes, sir.

20 THE COURT: If there is no objection, Mr. Gilliam, I
21 will receive these. The record should reflect that Mr.
22 Tinsley, not Mr. Anderson is present. I am sorry about
23 that. I saw Mr. Anderson when I was walking in the Court
24 House this morning. If there is no objection, Mr.
25 Gilliam, what I will do I will receive these exhibits

1 since it doesn't appear that you are actually seeking to
2 amend your pleadings with reference to the exhibits or the
3 pleadings in some way. Is that right?

4 MR. GILLIAM: Yes, sir.

5 THE COURT: Very good. Mr. Pruitt, will be happy to
6 hear from you, sir.

7 MR. PRUITT: If it please the Court, Your Honor, this
8 is on the first lawsuit as you said. This is Reginald
9 Gilliam versus Judy Burns and the Index Journal Newspaper.
10 Your Honor, we are here today on Defendant's motion to
11 dismiss. The motion to dismiss is based on, solely on the
12 grounds of the statute of limitations. The plaintiff filed
13 this action alleging basically a defamation, I believe,
14 and also maybe, had somehow an article published by the
15 Index Journal on March 16th of 1997 prejudices his defense
16 in his criminal case. We have submitted a memorandum, Mr.
17 Gilliam should have that and the Court should know that we
18 submitted that a week or two ago. The statute is 15-3-550
19 states that the statute of limitations for liable or
20 slander defamation is for two years. Even if it is a
21 three year statute, the fallback I would call it, Your
22 Honor, statute for tort actions, that would be a three
23 year statute. This case was, again, surfaced around
24 articles written in March of 1997. And that is over
25 fourteen years ago now and over fourteen years since this

1 case was filed. The matter is well beyond any statute of
2 limitations and we just ask that the case be dismissed on
3 that basis.

4 THE COURT: All right. Mr. Tinsley, your motion,
5 sir.

6 MR. TINSLEY: May it please the Court, Your Honor.
7 We are here also making a motion to dismiss in the case of
8 Reginald Gilliam versus Greenwood Professional
9 Investigations, Incorporated and Mr. Ronnie McCallister.
10 The first argument is that formerly the summons and
11 complaint are not proper. As the summons gave twenty days
12 to answer the complaint and the complaint itself is not
13 broken down into paragraphs as required by rules of civil
14 procedure 10(b). Furthermore we would ask that the case
15 be dismissed under Rule 12(b)(6) as it fails to state a
16 cause of action as all of the allegations contained in
17 this complaint do not as a matter of law breach this
18 contract that Mr. Gilliam has submitted to the Court that
19 he signed with Greenwood Professional Investigations,
20 Incorporated which simply required Greenwood Professional
21 Investigations to investigate the arrest of Reginald
22 Gilliam in the court case that happened on March 17th,
23 1997. And his allegations refer to no information being
24 sent to him pertaining to the investigation and not
25 informing the plaintiff, Greenwood Professionals, talked

1 to about the case or informing Mr. Gilliam of the times
2 that Greenwood Professional talked to these witnesses or
3 where they agreed to talk with these witnesses. And also
4 the complaint does not have a clear prayer for relief.
5 So, for all these reasons we ask that the complaint be
6 dismissed under Rule 12(b)(6). Also we would ask that Mr.
7 Ronnie McCallister be dismissed as a party because as to
8 contract that Mr. Gilliam had submitted to the Court
9 clearly shows at the top of at, it is Greenwood
10 Professional Investigations, Incorporated contract and fee
11 agreement. So, Mr. McCallister was simply acting as the
12 Corporation's agent or employee, however you want to look
13 at it. There is nothing implicating Mr. McCallister
14 individually personally in this as he signed on behalf of
15 the corporation. And if he were required to remain as a
16 party and defend this action in his personal capacity what
17 good would the corporate forum be at that point as far as
18 protection of an individual. So, for that reason we ask
19 that he be dismissed as a party. Thank you, Your Honor.

20 THE COURT: All right, Mr. Gilliam, with respect to
21 the action against the Index Journal what is your
22 position. Basically Mr. Pruitt is arguing that you waited
23 too long to file that action, at the most, the outside
24 time limit would be three years, more likely two years.
25 What is your response to that.

1 MR. GILLIAM: Okay, Your Honor. Under Rule 15-3-550.

2 THE COURT: The statute of limitations section, yes
3 sir.

4 MR. GILLIAM: Yes, sir. Other than dealing with the
5 statute of limitations it is, it came about under
6 limitations or actions keep one on and because of that
7 there is a statute of limitations but it is a two year. I
8 agree, it is when you come, when you have knowledge of it,
9 dealing with the newspaper article, I came about it on
10 September the 9th, September of 2009. This is when I came
11 about the knowledge of it. I have it sealed right here
12 from where it came from. I would like to show it to you,
13 where it had been notary sealed.

14 THE COURT: Is that the same article that you handed
15 up a moment ago?

16 MR. GILLIAM: Yes, sir. Where the place it came
17 from, the place I got it from, where it came from. And I
18 have a witness in here on my behalf to show who went and
19 got it, how it came about, how did the newspaper article
20 discover it.

21 THE COURT: My understanding, Mr. Gilliam, in
22 reviewing this portion of the transcript that you handed
23 to me a moment ago, apparently these articles were
24 referenced in the trial, is that correct?

25 MR. GILLIAM: The one that was printed, the first

1 one, turn it over. The very first cover, I found that.
2 That was discovered, that was brought to the Court's
3 attention during the course of the trial which is talked
4 about on transcript page eleven. It was talked about, I
5 just gave you copy of that. It was talked about, yes sir,
6 and the Court made a ruling. But the next thing it was
7 something that was printed after that and it was never
8 brought to the Court's attention. It was never mentioned.
9 The jury was never sequestered or none of that and it was
10 printed before the verdict came, Your Honor. And it was a
11 gag order on it. The Judge had put a gag order on it, he
12 didn't want the jury to have no knowledge of it.

13 THE COURT: March 18th article--

14 MR. GILLIAM: You have got my copy, sir.

15 THE COURT: I do. It is entitled, Murder Trial
16 against Greenwood--

17 MR. GILLIAM: Yes, I got that out of my motion in
18 discovery. The rest of the newspaper article, they did
19 not come out of my motion in discovery. It wasn't never
20 in my motion of discovery, it was never printed in my
21 transcript, it was never in none of my legal materials
22 that the Court provided to me. Once you go through your
23 writ of certiorari, your direct appeal or none of that. I
24 never had knowledge of none of the newspaper clippings,
25 Your Honor.

1 THE COURT: The second article that you are talking
2 about is dated March the 19th of 1997.

3 MR. GILLIAM: Yes, sir.

4 THE COURT: And that is the one that you are saying
5 you only recently learned about?

6 MR. GILLIAM: Yes, sir.

7 THE COURT: Just so I understand your position, it is
8 your position that because of this article was never
9 mentioned in the transcript and it was never brought to
10 the attention of the trial Judge, that somehow affected
11 your criminal case. Is that your argument? Or are you
12 saying that there is something defamatory--

13 MR. GILLIAM: -- it affected me all around, Your
14 Honor. It deprived me of a fair trial because of what
15 they printed in the newspaper. Defamation of character,
16 it did everything.

17 THE COURT: I appreciate your position. Obviously,
18 Mr. Gilliam, this is an open courtroom, people are free to
19 come, they are free to go. The press is free to come,
20 they can record what they want. And my biggest concern is
21 obviously this article was published in 1997, it was
22 published in the newspaper of general circulation of the
23 county. I realize that perhaps you were in jail at the
24 time when the March 19th article was published. But I
25 can't see how you maintain this action in light of the

1 statute of limitations.

2 MR. GILLIAM: Okay. Under Weinberger versus Retail
3 Credit Company, I would like to submit this to you upon
4 498, F.2d 552, 498 F.2d 552. It speaks about a person who
5 had brought a claim and he filed it fourteen years later.
6 And in my case is the fifth to this case. And in this
7 case he had knowledge of it because he signed papers the
8 day that it happened. He signed showing that he had
9 knowledge of what he was suing them for fourteen years
10 ago. And in my case is the fifth. I had no knowledge of
11 it. I never, there was never mention to the date, it was
12 never brought forth to the Court's of the date.

13 THE COURT: What is the cite on that again?

14 MR. GILLIAM: 498 F.2d page 552.

15 THE COURT: I have reviewed that case and I believe
16 that this is not exactly on point, Mr. Gilliam.

17 MR. GILLIAM: It is a 1974 case. If you look at the
18 limitations in that case, 104, limitations to the action.
19 It is about when it came into discovery.

20 THE COURT: I understand the standard in South
21 Carolina is when you do or when you should have done. And
22 I cannot conclude that, I am talking about an argument
23 published in the newspaper.

24 MR. GILLIAM: Yes sir, but it was prejudicial to my
25 trial.

1 THE COURT: That is kind of the second point I was
2 going to make. If it was prejudicial towards your trial
3 that would need to be addressed and probably at a PCR
4 action or some other type of forum. I assume that maybe
5 you already had a PCR or something like that.

6 MR. GILLIAM: Right. Isn't it true that the United
7 States Constitution is retroactive?

8 THE COURT: If I may, what is the point you are
9 trying to make?

10 MR. GILLIAM: The Constitution of violation.

11 THE COURT: I understand, Mr. Gilliam, your position
12 that perhaps your right to a fair trial was violated by
13 this. I am saying the procedure that you are going about
14 and asserting that violation or asserting that violation
15 took place, this isn't the proper forum to try and sue the
16 newspaper because typically in a civil action you sue the
17 newspaper and you receive damages and if your claim is
18 that your fair trial rights were violated then and that
19 you are entitled to a new trail for that reason then you
20 would need to go through a procedure similar to a PCR or a
21 direct appeal or something of that nature of your
22 conviction. I don't know that this is the proper venue
23 for you to address that kind of relief.

24 MR. GILLIAM: So, in other words you are saying by
25 her printing that in the newspaper she didn't violate me

1 in no way or fashion or form by her printing that
2 information that was denied to the jury during the course
3 of my trial that the Judge, that he discussed in the
4 absence of the jury. It was printed in the local
5 newspaper, Your Honor. And it could have been the jurors
6 neighbors, the jurors friends, coworkers, anybody could
7 have read it.

8 THE COURT: What I am saying, Mr. Gilliam, I am
9 saying that I am not even getting to that point because
10 the statute of limitation applies and we are well beyond
11 that.

12 MR. GILLIAM: Can I say one more thing?

13 THE COURT: Yes, sir.

14 MR. GILLIAM: This matter is published upon a that it
15 is not conditioned and privileged. It's privilege was
16 abused by Ms. Burns and her newspaper.

17 THE COURT: I understand that is your position and
18 again we only get there if the action is filed within time
19 that it is prescribed by 15-3-550. And I am simply ruling
20 that this action involving the Index Journal and Ms. Burns
21 was simply filed too late. So, that is how I am ruling on
22 that case. Let me hear you on the case involving Mr.
23 McCallister and Greenwood Professional Investigations.
24 You recall the argument that was made by Mr. Tinsley or do
25 you need him to repeat that?

1 MR. GILLIAM: By Mr. Tinsley. Well, dealing with
2 this issue, Your Honor, I hired Ronnie McCallister as a
3 private investigator. And I think he charged me
4 \$10,000.00 dollars to investigate my case. And Ronnie
5 came to see me twice. He came to see me when I first
6 talked to him and my family talked to him. He came to see
7 me. Once he came to see me he didn't come back, he came
8 back a couple of days later and then he told me what he
9 wanted. And once I gave it to him I haven't seen Ronnie
10 since. I wrote him several letters, I got them right
11 here, dated and everything. And I have got where I had it
12 notarized and sent to him showing that he received them.
13 And Ronnie still failed to comply or reply to me with what
14 I was asking for, the material, any and all material taken
15 to what I hired him to do. He didn't give me nothing
16 dealing with the investigation, he just came and took the
17 cash money and left. And the contract was to investigate,
18 he didn't show nothing. It was just like he just took the
19 money and just left, Your Honor. I have got a copy of the
20 contract, Your Honor.

21 THE COURT: Didn't you include material that you
22 had--

23 MR. GILLIAM: I think Mr. Tinsley committed perjury
24 in the courtroom, Your Honor. Because for one, he wasn't
25 honest with the Court by, he sent me a brief and he sent

1 you a brief stating that there was never an agreement or
2 nothing like that signed between me and Ronnie. It was
3 never a contract. I asked Ronnie on several occasions to
4 provide me with a copy of the contract which he refused.
5 I got a letter where I had been writing him and where I
6 had sent certified to him and he still refused to send me
7 a copy of contract that I have. And just, he breached the
8 contract, you know. All I want him to do is reimburse me
9 what he took from me.

10 THE COURT: And apparently you were, apparently you
11 paid him a retainer fee of \$200.00 dollars.

12 MR. GILLIAM: I think \$10,000.00 thousand and I gave
13 it to him all cash up front.

14 THE COURT: The contract references \$200.00 dollars--

15 MR. GILLIAM: -- per hour.

16 THE COURT: Okay, I see what you are saying. Page
17 two, sorry, paragraph two.

18 MR. GILLIAM: I asked him to talk to witnesses and he
19 never even bring who he talked to about the case neither
20 did he inform me of time that they talked with these
21 witnesses nor did he inform me that places where he agreed
22 to meet these people or talk to them. He made several
23 promises to come visit me at the prison, he never did. He
24 failed to conduct an investigation, Your Honor. If it
25 please the Court, I have a letter that I wrote him that I

1 have had certified.

2 THE COURT: I may have a copy of that, let me--

3 MR. GILLIAM: -- I don't think you have a copy of it.

4 THE COURT: Let me look at that. Mr. Gilliam, the
5 summons in your case required Mr. McCallister in Greenwood
6 Professional Investigations to respond within 20 days
7 after the service of the summons against you or against
8 them. And I understand that that is typical for a
9 Magistrate's Court actions or at least it was at one point
10 and time. The problem is that there is a case that is
11 actually on point. Newberry City Water and Sewer
12 Authority versus Welco, W-E-L-C-O Construction. That is
13 reported at 266 SE 2nd 875, this is Supreme Court opinion
14 from 1980.

15 MR. GILLIAM: What is the cite again?

16 THE COURT: 266, SE 2nd 875. And that case holds, it
17 is a Supreme Court case that holds that a summons
18 requiring someone to answer in less than the prescribed
19 period of time namely 30 days is fatally defective to the
20 action.

21 MR. GILLIAM: I replied back to everything he sent me
22 to the Court. I replied back to Ronnie McCallister to
23 everything he asked. Like when he sent what you were
24 talking about, I made a reply back to him. Not only that,
25 I furnished him with a five-year contract. When I did

1 send it back in I made a reply that they ordered to
2 dismiss. I made a reply back to him.

3 THE COURT: I understand that, Mr. Gilliam, I am
4 talking about the summons that you initially filed in this
5 case.

6 MR. GILLIAM: Yes, sir.

7 THE COURT: The fact that it referenced 20 days as
8 opposed to 30 days is fatally defective to the action
9 because it required them to an answer in a timeframe that
10 was less than as provided under the rules. And so I don't
11 see where, based upon the holding in that case that I
12 cited to you, that the Court does not have jurisdiction
13 based on that case. The Court doesn't have jurisdiction
14 of the defendants in that particular situation. So, I
15 will be dismissing that case based upon those grounds as
16 well.

17 MR. GILLIAM: Can I ask you a question?

18 THE COURT: Yes, sir.

19 MR. GILLIAM: Who is liable for that?

20 THE COURT: I am sorry?

21 MR. GILLIAM: Who is liable for Ronnie McCallister
22 receiving my money?

23 THE COURT: Well, assuming you are correct, assuming
24 your allegations are correct. Certainly you can bring a
25 breach of contract action. I don't have any choice in

1 this matter because the summons was fatally defective so I
2 have to at least dismiss this action. What I honestly
3 recommend, your letter here to Mr. McCallister speaks of a
4 lawyer that you have retained.

5 MR. GILLIAM: I had retained a lawyer, Tricia
6 Blanchette, but she wasn't, she is no longer my attorney.

7 THE COURT: Okay. Suggestion, Mr. Gilliam, if she no
8 longer represents you you probably need to find somebody
9 else to help you with this and I think you can perhaps get
10 some of this stuff right. Do you understand what I am
11 saying. If you have a lawyer to assist you with this.

12 MR. GILLIAM: Every lawyer that I have hired and
13 every investigator that I have hired and took my money and
14 just left me at the prison, just left me. No one would
15 help me so I came in here pro se. And I am trying to get
16 my money back so I can get somebody to help me but it
17 seems like just took that like there is no, you know, I
18 have no rights, just come and take it.

19 THE COURT: Mr. Gilliam, I am sorry. I wish there
20 were something else that I can do to perhaps to explain
21 this to you better. But basically under the rules the
22 second case, the one involving McCallister and Greenwood
23 Professionals. That has to be dismissed for one, personal
24 jurisdiction as my reading of the law.

25 MR. GILLIAM: For one personal jurisdiction.

1 THE COURT: For one, personal jurisdiction, yes.

2 MR. GILLIAM: He didn't have jurisdiction over it.

3 THE COURT: The Court does not have jurisdiction at
4 this point and time because the summons was fatally
5 defective, the summons that you crafted yourself.

6 MR. GILLIAM: Can the Court have jurisdiction over
7 it.

8 THE COURT: This Court can have jurisdiction, but
9 before the Court can have jurisdiction over the defendant,
10 they have to be summoned to Court and the summons has to
11 be properly formatted, Mr. Gilliam.

12 MR. GILLIAM: You are just denying all of my motions
13 that I am bring before, that is my understanding?

14 THE COURT: I am not denying motions that you are
15 bringing forward. What I am doing is granting the motions
16 for the defendants.

17 MR. GILLIAM: So is that the same thing, coincide
18 with the same thing?

19 THE COURT: Basically both suits are being dismissed,
20 yes sir. I would strongly recommend, you know, that if
21 you can't contract with someone, I know that you must have
22 family on the outside. It might be, perhaps they would be
23 willing to speak with someone to see if they can perhaps
24 retain an attorney to assist you in some of these matters.
25 Okay.

1 MR. GILLIAM: Every lawyer I hire, Your Honor, takes
2 my money. That is why I filed a recent contract against
3 them, you telling me I have no jurisdiction over it.

4 THE COURT: The Court does not have jurisdiction over
5 Mr. McCallister from that case that I cited.

6 MR. GILLIAM: So who is at fault for the newspaper
7 article?

8 THE COURT: I would love to be able to continue this
9 discussion with you, Mr. Gilliam, I have made my rulings
10 on that and I can't speak to whether anyone was involved
11 concerning the newspaper article for the simple reason
12 that the suit you filed is beyond the statute of
13 limitations. You filed it too late so I can't address any
14 of the underlining merits to that action. Okay.

15 MR. GILLIAM: Could it be addressed on the
16 subject-matter jurisdiction?

17 THE COURT: Mr. Gilliam, the suit was filed too late.
18 I really can't address that. I appreciate your courtesy
19 today and I will return to you the letter that you handed
20 up to me. And I assume you would prefer to keep a copy of
21 these articles?

22 MR. PRUITT: Your Honor, would you like for me to
23 prepare an order on this matter?

24 THE COURT: That would be fine.

25 MR. PRUITT: I will be happy to do that. I would

1 normally email to the Court but I cannot email that
2 obviously to Mr. Gilliam so I will send that by regular
3 mail and then forward an email as well to the Court so
4 that they can make any alterations that you deem. Thank
5 you, Your Honor.

6 MR. TINSLEY: How about mine, Your Honor.

7 MR. GILLIAM: Would I receive a transcript of this
8 hearing?

9 THE COURT: You will have to request one from the
10 court reporter and of course there is some fee, I don't
11 know what it is.

12 MR. GILLIAM: How would I go about that, this is
13 timely.

14 THE COURT: The Court Reporter, you can get her card
15 and you can write her and she can probably let you know
16 how much the transcript will be.

17 MR. GILLIAM: Thank you, Your Honor.

18 MR. PRUITT: Thank you, Your Honor.

19 *** END OF REQUESTED TRANSCRIPT OF RECORD ***

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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
JUDGE FRANK R. ADDY JR.

REGINALD M. GILLIAM #240636,
APPELLANT,

VS.

JUDY BURNS AND INDEX JOURNAL
NEWSPAPER,
DEFENDANT.

C/A No.: 11-CP-24-442

PROOF OF SERVICE

I, Reginald M. Gilliam #240636, do hereby certify that, under penalty of perjury, have served a copy of the Record on Appeal by United States Mail, via McCormick Correctional Institution mailroom with postage prepaid, this exact date, on the following parties: (1.) THE SOUTH CAROLINA COURT OF APPEALS, P.O. BOX 11629 Columbia, S.C. 29211 AND (2.) STEVEN M. PRUITT, ESQUIRE. 414 Main Street, P.O. Box 1547 Greenwood, S.C. 29648.

Sworn and Subscribed to before me
this 6 day of March 2012

Joyce L Young
NOTARY PUBLIC

My Commission Expires: 10 11 2021

RESPECTFULLY,

S/ Reginald Gilliam

REGINALD M. GILLIAM
386 REDEMPTION WAY
McCORMICK, S.C. 29899

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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REGINALD M. GILLIAM #240636,)	
APPELLANT,)	
VS.)	C/A No.: 11-CP-24-442
JUDY BURNS AND INDEX JOURNAL)	
NEWSPAPER,)	
DEFENDANT.)	

CERTIFICATE OF APPELLANT

The Appellant certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other.

DATED March 6, 2012

RESPECTFULLY,

S/ *Reginald Gilliam*

REGINALD M. GILLIAM #240636
386 REDEMPTION WAY
McCORMICK, S.C. 29899

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	8TH JUDICIAL CIRCUIT
COUNTY OF GREENWOOD)	CIVIL ACTION NO. 2011-CP-24-00442
)	
REGINALD GILLIAM,)	
)	
Plaintiff,)	
)	
vs.)	
)	DEEFENDANTS' MEMORANDUM IN
JUDY BURNS AND INDEX JOURNAL)	SUPPORT OF THEIR MOTION TO
NEWSPAPER,)	DISMISS
)	
Defendants.)	
)	

FILED
 8TH JUDICIAL CIRCUIT
 GREENWOOD COUNTY
 2011 JUN 7 AM 11:30

TO: REGINALD GILLIAM, PRO SE PLAINTIFF:

STATEMENT

The Plaintiff filed this action for defamation concerning an article published by Defendant Index Journal on March 18, 1997.¹ The Plaintiff alleges he is entitled to damages due to statements contained in the March 18, 1997 article.

ARGUMENT

THE PLAINTIFF'S ACTION SHOULD BE DISMISSED BECAUSE THE PLAINTIFF FAILED TO FILE HIS ACTION WITHIN THE APPLICABLE STATUTE OF LIMITATIONS.

The Plaintiff has failed to file his action within the applicable statute of limitations. The Plaintiff states in his Complaint that the Defendants are liable for defamation due to statements contained in an article published by Defendant Index Journal on March 18, 1997. The Plaintiff filed this action on April 20, 2011, over fourteen years after the article of which he complains was published. Section 15-3-550 of the South

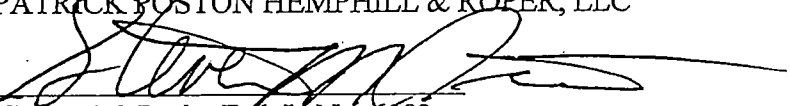
¹ The article Plaintiff is referring to actually appeared on March 16, 1997.

Carolina Code states that any action for libel or slander must be brought within two years.² See South Carolina Code Ann. §15-3-55 (Supp. 2010). Based on the Plaintiff's Complaint, he is well beyond the two year statute of limitations. As stated above, the Plaintiff complains about statements contained in an article published in 1997, but failed to file his action until 2011, fourteen years later. The Plaintiff has failed to initiate this action within the applicable two year statute of limitations and his action should be dismissed as a matter of law.

CONCLUSION

For the arguments set forth above, the Plaintiff's actions against the Defendants should be dismissed as a matter of law.

McDONALD PATRICK BOSTON HEMPHILL & ROPER, LLC

By: 

Steven M. Pruitt, Fed. Id No. 6083
414 Main Street
Post Office Box 1547
Greenwood, SC 29648
(864) 229-2511
ATTORNEYS FOR THE DEFENDANTS

June 7, 2011
Greenwood, South Carolina

² Even if the three year statute of limitations contained in §15-3-530 applies, the Plaintiff is still well beyond the three year statute.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENWOOD)
)
 REGINALD GILLIAM,)
)
 Plaintiff,)
)
 vs.)
)
 JUDY BURNS AND INDEX JOURNAL)
 NEWSPAPER,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 8TH JUDICIAL CIRCUIT
 CIVIL ACTION NO. 2011-CP-24-00442

ORDER

2011 JUN 17 09 10
 09

This matter is before me on Defendants' Motion to Dismiss. A hearing was held on this matter on June 15, 2011, at which time Steven M. Pruitt, Esquire, appeared on behalf of Defendants and Plaintiff appeared pro se. Defendants moved to dismiss this action pursuant to Rule 12(b)(6), SCRCP. For the reasons set forth below, I grant Defendants' Motion to Dismiss.

The Plaintiff filed this action for defamation concerning an article published by the Defendant Index Journal on March 18, 1997, relating to the trial on the criminal charges for which Plaintiff is currently incarcerated. The Plaintiff alleges he is entitled to damages due to statements contained in the March 18, 1997 article. The Defendants argue that the Plaintiff failed to file his action within the applicable statute of limitations. Section 15-3-550 of the South Carolina Code states that any action for libel or slander must be brought within two years. See S.C. Code Ann. §15-3-550 (Supp. 2010). The Court finds that the Plaintiff's action is barred by the statute of limitations as he filed this action on April 20, 2011, over 14 years after the article about which he complains was published.¹

¹ Even assuming arguendo the three year statute of limitations contained in S.C. Code §15-3-530 applies, the Plaintiff is still well beyond the three year statute.

AA

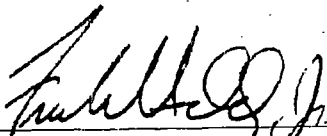
At the hearing, Plaintiff presented several pages from the trial transcript of his criminal trial showing that he was aware of the March 18, 1997 article. According to the Plaintiff's trial transcript, Plaintiff's attorney made a motion to change venue as a result of the article. The Plaintiff conceded he was aware of the March 18, 1997 article immediately after it was published and his claim is clearly barred by the statute of limitations. The Plaintiff also argued that though he was aware of the March 18, 1997 article, the Defendants published an additional article concerning his trial on March 19, 1997, and he was not aware of this article until September 2009 due to his incarceration. The Court finds the Plaintiff's argument to be without merit.

Based on the facts alleged in the Plaintiff's Complaint and the inferences reasonably deducible therefrom, the Plaintiff's claim first fails because the Plaintiff in his Complaint sets forth no claim concerning the March 19, 1997 article, but only references the March 18 article. As the Plaintiff's Complaint sets forth no claim in relation to the March 19, 1997 article, any claim relating to this article is not properly before the Court and must be dismissed. The Plaintiff's claim also fails because a reasonable person in the Plaintiff's position should have known of a potential claim in relation to the articles in 1997. The Court of Appeals stated "[a]ccording to the discovery rule, the statute of limitations begins to run when a person could or should have known, through the exercise of reasonable diligence that a cause of action might exist." Moore v. Benson, 390 S.C. 153, 161, 700 S.E.2d 273, 277 (Ct. App. 2010). In the present situation, the Plaintiff was, by his own admission, aware of the March 18, 1997 article and a reasonable person would have been on notice at that time that a cause of action may exist. The Court finds that the Plaintiff could have discovered the additional article through the exercise of reasonable diligence and his action is barred by the statute of limitations.

It is ordered that Defendants' Motion to Dismiss is granted and Plaintiff's action is dismissed and

forever ended.

IT IS SO ORDERED.



Frank R. Addy, Jr., Eighth Judicial Circuit

June 17, 2011
Greenwood, South Carolina

Please see ZONING, page 2A

... followed presentation...
... with assistance from
... Chairman Patrick Moody, suggest-

March 19, 1997

Prosecution continues case in Greenwood murder trial

By JASON MASSAD
Index-Journal staff writer
Date Case Tr. Sept. 1, 2009

*Debra B. Dillashaw
notary public
2-1-11*

GREENWOOD — The prosecution called several witnesses Tuesday in the second day of testimony in the murder case against Reginald Gilliam.

Gilliam is charged in the January 1996 shooting death of Demond Jenkins, a Hampton County resident.

Testimony for the prosecution included a woman who testified she was at an Evans Street residence with Gilliam on the day of the murder.

Oraleen Wade described Gilliam as wearing a black leather trench coat and a dark ski mask that was pulled over his face while he stood in front of the residence's gas heater to warm himself.

Wade said soon after Gilliam left the residence on Evans Street, she stepped out the front door.

"Just as I opened the door I heard shots and jumped back in," she testified.

Wade said she saw a man in a black leather trench coat and a dark ski-mask firing into a dark vehicle on Evans Street, and she believed that the man was Gilliam.

Jenkins was found Jan. 7 1996, on an embankment at the intersection of Evans and Milwee, slumped over the wheel of his Cadillac, suffering

Please see TRIAL, page 2A

... followed presentation...
... eighth-grade class...
... interested in, and use...
... who to...
... present...
... a coach, a banker...
... a doctor, an engineer...
... a nurse and a veteri-

e plan

... created a secret empire...
... dreams of even Jim...
... said Bill Rogers, ex-...
... director of the South...
... Press Association. He re-...
... the former University of...
... Carolina president whose...
... public funds was kept...
... part, by "a foundation...
... in public scrutiny...
... thing government does...
... in the open with the sun...
... where economic develop-...
... concerned, some things...
... kept confidential," said...
... Majority Leader Bobby...
... Charleston Republican...
... opposed the privacy provi-

construction on proposed project

... Syrian-based radical Palestinian...
... groups — the Popular Front for the...
... liberation of Palestine and the...
... Democratic Front for the Liberation of...
... Palestine — called for an uprising...
... against the Jewish state.

Twenty-nine Arab landowners, anti-peace activists and the opposition Meretz Party had petitioned the prime Court to issue a temporary order on the 6,500-apartment project.

The appeal argued that city planners only considered the needs of

Jerusalem's Jewish population, to the detriment of its Arab residents.

Planners "spoke candidly in closed session of the need to thwart Palestinian development in the Har Homa area and to use the planned road grid to cut the Palestinians off from the geographical area surrounding them," one of the appeals said.

However, as expected, the justices refused to issue a stop-work order and instead ordered the government to explain its planning considerations within 60 days.



BENJAMIN NETANYAHU

... continues in area

one incident of malicious injury to real property, one incident of unlawful use of the telephone, one gas drive off and one dog bite.

Robinson was a relative of former McCormick legislator Jennings

for perhaps even more than a week. One potential juror, a casually-

said. Once the ... assembled, op are expected to terward.

ZONING: Council hears from crowd on proposal concerning development

Continued from page 1A has been handled."

Moody took a simple approach to the issue by going directly to the sources. Moody said he asked the county planning office to contact the owners of the six tracts of land and find out what their positions were on the proposed rezoning.

current zoning intact, he said. The ordinance is scheduled for a third and final reading at council's next meeting.

In other business at the meeting, council:

☐ Voted unanimously to give third and final reading to an ordinance which will require a minimum lot size in Rural Development

Districts. Before the changes, there were no minimum standards.

☐ Voted unanimously to give second reading to an ordinance which would rezone an 11-acre tract of land near Center Street from R-5 to R-6, both multi-family residential zones. The developer, Sam Simchon, wants to build condominiums on the tract which are

taller than the R-5 designation allows.

☐ Gave second reading by unanimous vote to an ordinance which would create a special tax district for Spring Lake Subdivision. The county would install and maintain entrances, lighting and sewer systems in exchange for a special tax levy on the subdivision.

TRIAL: Jury listens to testimony as Greenwood murder case continues

Continued from page 1A from several gunshot wounds from a .40 caliber bullet.

Police believe Jenkins rode away from where he was shot and lost consciousness while driving.

The defense countered Wade's ability to recognize Gilliam by establishing that Wade didn't know Gilliam until that day.

Defense attorney Stephen Welch, also pointed out an inconsistency in her testimony.

A statement she gave to police said it was several minutes after Gilliam left the residence until she heard gun fire.

Wade's testimony in court was

that she heard the shots about 20 seconds after Gilliam had left.

☐ Another issue discussed by counsel and the judge was the admission into evidence of a statement that sheriff's deputies heard Gilliam say.

Gilliam was shot in the hand about two weeks prior to the shooting of Jenkins. He was told by deputies investigating that shooting that there was not enough evidence in the case to make any arrests.

Major Tom Davis and another deputy were said to have heard Gilliam say, "I'll take care of this myself."

Eighth Circuit Judge James Johnson Jr. ruled that the testimony

wouldn't be used as evidence against Gilliam, citing that the statement was broad enough to be interpreted in several ways.

The prosecutor in the case, Tim Woolston, said the statement could establish some motivation for Gilliam to shoot Jenkins.

The owner of the residence on Evans Street where Wade saw Gilliam also placed Gilliam at his house immediately prior to the shooting.

He testified that Gilliam told him in the kitchen that, "They're trying to have me killed."

His statement also said Gilliam told him that while looking out the

kitchen window at the victim's girlfriend's house.

Allen Jackson said Gilliam would visit sometimes, and they could be considered friends.

The defense said when police originally questioned Jackson about the shooting, he said that he was not at his residence when it occurred.

Later he came forward with a statement that he was.

One juror was dismissed yesterday. A white male juror was replaced by a black female juror.

The prosecution planned to rest its case in this morning and jury deliberations could start this afternoon.

MARCH 19, 1997 CONTINUED FROM 1A THIS IS PAGE 2A

THE INDEX
 U.S.P
 Greenwood Journal
 Greenwood Index
 The Journal and Index
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THE INDEX-JOURNAL
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THE INDEX-JOURNAL
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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
JUDGE FRANK R. ADDY JR.

)	
REGINALD M. GILLIAM #240636,)	
APPELLANT,)	
VS.)	C/A No.: 11-CP-24-442
JUDY BURNS AND INDEX JOURNAL)	
NEWSPAPER,)	
DEFENDANT.)	
_____)	

AMENDED CERTIFICATE OF APPELLANT

I REGINALD M. GILLIAM, THE APPELLANT IN THE ABOVE MATTER AND I DO HEREBY CERTIFY THAT THIS AMENDED RECORD ON APPEAL CONTAINS ALL MATERIAL TO BE INCLUDED BY ANY OF THE PARTIES AND NOT ANY OTHER.

Sworn and Subscribed to before me
this 6 day of March 2012

Joyce L Young
NOTARY PUBLIC

My Commission Expires: 10 11 2021

RESPECTFULLY,
s/ Reginald Gilliam
REGINALD M. GILLIAM
386 REDEMPTION WAY
McCORMICK, S.C. 29899

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
JUDGE FRANK R. ADDY JR.

REGINALD M. GILLIAM #240636,
APPELLANT,
VS.
JUDY BURNS AND INDEX JOURNAL
NEWSPAPER,
DEFENDANT.

C/A No.: 11-CP-24-442

CERTIFICATE OF APPELLANT

The Appellant certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other.

DATED March 6, 2012

RESPECTFULLY,

s/ *Reginald Gilliam*

REGINALD M. GILLIAM #240636
386 REDEMPTION WAY
McCORMICK, S.C. 29899

STATE OF SOUTH CAROLINA
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C/A No.: 11-CP-24-442

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I, REGINALD M. GILLIAM, THE APPELLANT CERTIFIES THAT THIS RECORD ON APPEAL CONTAINS ALL MATERIAL PROPOSED TO BE INCLUDED BY ANY OF THE PARTIES AND NOT ANY OTHER.

Dated: March 7th 2012

Respectfully,

s/ Reginald Gilliam

REGINALD M. GILLIAM #040636
386 Redemption Way
McCormick, S.C. 29899

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MAR 13 2012

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENWOOD COUNTY
JUDGE FRANK R. ADDY JR.

REGINALD M. GILLIAM #240636,
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ON APPEAL CONTAINS ALL MATERIAL PROPOSED TO BE INCLUDED BY ANY OF
THE PARTIES AND NOT ANY OTHER.

Dated: March 12 2012

Respectfully,

S/ Reginald Gilliam
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