IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Alison Renee Lee, Circuit Court Judge

Case No. 2008-CP-40-8425

Caroline LeGrande, H. Paul Legrande, Jr., and
Marion Mancini, ... Appellants,

vs.

South Carolina Electric & Gas Company, ... Respondent.

BRIEF OF THE APPELLANTS

Robert B. Ransom
LEVENTIS & RANSOM
Post Office Box 11067
Columbia, SC 29211
(803) 765-2383
bertcone@aol.com

ATTORNEY FOR APPELLANTS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases:

Statutes:

Other:

STATEMENT OF ISSUE ON APPEAL

Did the circuit court err in finding as a matter of law that in 2005 the LeGrandes did not own the cedar trees and the fence along Turkey Farm Road?

STATEMENT OF THE CASE

This case was commenced by the filing of a Summons and Complaint on November 26, 2008. The Complaint alleges common law claims for: (1) trespass and (2) conversion, along with statutory claims for (3) destruction of trees and (4) destruction of a fence. [R.A. pp. 68 - 72] SCE&G served an Answer on February 27, 2009 in which it pleads nine defenses: (1) failure to state a claim; (2) permission to cut down the trees; (3) estoppel; (4) waiver; (5) parol evidence; (6) the statute of limitations; (8) the reasonable nature of its own conduct; and (9) the unconstitutionality of punitive damages. [R.A. pp. 74 - 78]

By Order of Appointment dated June 24, 2010, issues in the case relating to a 66-foot wide right-of-way easement on Turkey Farm Road were referred to the Richland County Master-in-Equity. A non-jury trial of these issues was held by the Master on August 8 and 9, 2010. The Master issued a Final Order on March 30, 2011. The Final Order confirms the existence of a 1967 right-of-way in favor of the South Carolina Department of Transportation.

On October 4, 2011, SCE&G filed a Motion for Summary Judgment in the circuit court identifying five grounds for relief, including the following: "SCE&G's utility poles and the subject trees and fence are located within the South Carolina Department of Transportation's right of way." [R.A. pp. 79 - 80]

The circuit court called the case for trial on Monday October 31, 2011. Prior to jury selection, the circuit court took up SCE&G's motion for summary judgment. After receiving evidence and hearing argument, the circuit court took the motion under advisement overnight. The circuit court announced its ruling from the bench the following day, November 1, 2011 [R.A. pp. 33 - 40], after which a Form 4 Order was entered granting SCE&G's motion. [R.A. pp. 1 - 2] The Notice of Appeal was filed and served on November 22, 2011.

STATEMENT OF FACTS

In the mid-1930s, a long row of some 50 cedar trees was planted along the northern border of a farm in rural northern Richland County. Over the span of the next 70 years, these trees grew to maturity, providing great beauty and a pastoral setting to the farm. The attraction of the majestic trees captured the heart of Hazel P. LeGrande, Sr., who purchased the farm in 1953 [R.A. p. 216] and named it Cedar Lane Farm in honor of the cedar trees which created a living corridor of peaceful solitude. At some point, a wire fence was built to run along the base of the cedar trees.

Through a condemnation process initiated in March of 1967,[1] the South Carolina Department of Highways (hereinafter referred to as South Carolina Department of Transportation or "SCDOT") obtained a 66-foot wide "right-of-way for the construction of a section of the State Highway" along a two-track dirt farm road running adjacent to the long row of cedar trees. The road was later named Turkey Farm Road because at one time turkeys had been raised on Cedar Lane Farm.

As originally constructed in the late 1960s, Turkey Farm Road was paved with just two lanes occupying only about 25 feet (each lane is approximately 12 feet wide) of the total 66-foot wide right-of-way. Thus, although the cedar trees and the fence were located within the 66-foot wide right-of-way, they were spared any harm when the two lanes were originally paved.

---

[1] A Notice of Condemnation was served on Hazel P. LeGrande, Sr. on March 6, 1967. [R.A. pp. 206 - 207] The Notice states in pertinent part, "the South Carolina State Highway Department requires a right-of-way for a public highway . . . . The above described property will be condemned and a right-of-way established by the State Highway Department . . . ." There followed a March 22, 1967 Resolution of Board of Condemnation which states, "[a]fter due notice . . . that a right-of-way would be condemned . . ." the Board determined no monetary compensation should be paid because "the benefit exceeds the damage." [R.A. pp. 208 - 209] Mr. LeGrande, Sr. subsequently negotiated a March 29, 1967 Right of Way Easement which refers to a "right of way for the construction of the State highway" and in nine separate places refers to the conveyance as nothing more than a "right-of-way." [R.A. pp. 210 - 211] As a result of this process a 66-foot wide right-of-way easement was obtained for the purpose of constructing a state highway. Mr. LeGrande, Sr. received no monetary compensation for the right-of-way easement thus obtained.

Pursuant to S.C. Code Ann. §58-9-2020 (Code 1976, as amended) and its predecessor statutes, SCE&G held the right to "construct, maintain and operate" utility poles and power lines "under, over, along and upon" the right-of-way obtained by SCDOT in 1967. Although no exact date for the erection of SCE&G's poles and lines along Turkey Farm Road was ever determined by the lower courts,[2] it is undisputed that by 2005 such poles and lines had been in place for many years. Through periodic trimming of branches and limbs the cedar trees, poles and lines were able to peacefully co-exist for decades.

But the march of progress was steadily bearing down on once-rural Blythewood, South Carolina. Interstate 77 came through the area and real estate developers were not far behind. In the early 2000s, several residential subdivisions were built on Turkey Farm Road to the west of Cedar Lane Farm. With those subdivisions came the opportunity to sell electricity. In 2005, the existing utility poles along Turkey Farm Road were removed and replaced with taller ones. [R.A. p. 139, line 24 to R.A. p. 141, line 4] Then in late November 2005 – the exact dates are very much in dispute – a contractor working for SCE&G clear-cut all of the cedar trees down to stumps and in the process destroyed the fence, thus eliminating once and for all the profit-reducing need for periodic trimming of branches and limbs. [R.A. p. 202, line 3 to R.A. p. 203, line 20] In the process, a number of other trees located in and near the right-of-way were also destroyed.

With the new subdivisions came a new Blythewood High School built by Richland County School District Two in 2009, located across Turkey Farm Road from Cedar Lane Farm. State law required the further widening and improvement of Turkey Farm Road in order to safely accommodate the increased motor vehicle traffic expected to result from the new school. So in the

---

[2] SCE&G has been unable to provide a date(s) when its poles and lines were first erected on Turkey Farm Road.

spring of 2010, a project commenced to expand the pavement on Turkey Farm Road to occupy the full extent of the 66-foot wide right-of-way which had been acquired in 1967.

As these events were unfolding, Hazel P. LeGrande, Sr. grew aged and ultimately moved on to be with the Lord, bequeathing Cedar Lane Farm to his widow in 1988. [R.A. pp. 218 - 219] As her own health began to falter, Mrs. LeGrande sold Cedar Lane Farm to her three children, the Appellants Marion LeGrande Mancini, H. Paul LeGrande, Jr. and Caroline H. LeGrande (hereinafter referred to collectively as the LeGrandes) in 1995. [R.A. pp. 2201 - 221]

On November 26, 2008, the LeGrandes filed suit against SCE&G seeking compensation for the 2005 destruction of their cedar trees and fence. [R.A. pp. 68 - 73] As the tree case proceeded towards trial, construction of the new high school was completed and the LeGrandes learned of the planned ground breaking for the Turkey Farm Road widening project. On May 13, 2010, the LeGrandes commenced a second action, against SCDOT, seeking to enjoin the roadway project from paving over any portion of Cedar Lane Farm. [R.A. pp. 123 - 127] As part of this second action, the LeGrandes sought a declaratory judgment regarding "the nature, scope and extent of the parties' interests in the subject property." [R.A. p. 125 at ¶16][3]

All of the parties to the two actions – the tree case and the road project case – perceived the presence of common legal and factual issues relating to the scope of the right-of-way. Seeking to avoid duplication and potentially inconsistent results, the parties all consented to a consolidated reference to the Richland County Master-in-Equity for final determination of these common issues. Orders effectuating this reference were entered by the Master on June 24, 2010. [R.A. pp. 66 - 67]

---

[3] SCE&G was not joined as a party to the second action. SCDOT brought a Third-Party Complaint against the School District, which was thus joined as a party. *See*, R.A. pp. 128 - 137.

The Master held an evidentiary hearing on August 8 and 9, 2010. A Final Order was filed on March 30, 2011. In his Final Order, the Master ruled as follows:

> Pursuant to its statutory powers of eminent domain, in March 1967, the South Carolina Highway Department, SCDOT's predecessor in interest, condemned a 66 wide right of way for Turkey Farm Road. . . . SCDOT owns a 66 foot wide right of way for Turkey Farm Road . . . . SCDOT acquired a 66 foot wide right of way for Turkey Farm Road.

See, R.A. p. 58 at ¶1; p. 59 at ¶3; and p. 64 at ¶¶ 10 and 11. The LeGrandes initially appealed the Master's Final Order but they soon entered into a settlement agreement with the School District ending the road project case before the appeal was perfected. The Master's Final Order therefore constitutes a bar to any redetermination of the issues it decides among the LeGrandes, SCDOT and the School District.[4]

When the tree case was called for trial and SCE&G's motion for summary judgment was heard, the power company urged the circuit court to find the Master's Final Order was *res judicata* of the LeGrandes' ownership of the cedar trees and the fence. In announcing its ruling, the circuit court adopted SCE&G's position:

> After reviewing all that information the question that's before me is whether or not the plaintiffs have the right to with [sic] able to go forward with their action based upon the fact that they believe that South Carolina Electric and Gas destroyed trees located on their property, and having read the order of Judge Strickland I have concluded that Judge Strickland's order basically establishes ownership of that strip of property, and while the right-of-way that was created was a 66 foot right-of-way extending 33 feet on each side of the center line of the road, I think that his order very clearly talks about ownership of that strip and who it belongs to. . . . **[W]hen the property was condemned I believe that the ownership and I think the law supports that the ownership of that property no longer became that belonging to the LeGrande family, but it became property in the ownership to the**

---

[4] The Master determined SCDOT had a 66-foot wide right-of-way which had not been abandoned through decades of non-use. The Master also determined the LeGrandes had notice of the right-of-way when they purchased Cedar Lane Farm in 1995. Lastly, the Master determined the cedar trees and the fence were located within the right-of-way. The Master did not, however, decide whether SCE&G's conduct in clear-cutting the trees and destroying the fence was actionable.

> **Highway Department and South Carolina Department of Transportation**. . . . So, I think there is language all throughout the order that talks about the ownership by the Department of Transportation of that strip of land . . . I think in the 2010 declaratory judgment action any issue related to ownership was finally determined . . . so to the extent that the current lawsuit relates to damages against or seeking to recover damages against SCE&G for those things that were within the 66-foot strip I think they are precluded from going forward on that particular portion.

See, R.A. p. 34, lines 13 - 25; R.A. p. 35, lines 20 - 25; R.A. p. 38, lines 3 - 5; R.A. p. 40, lines 1 - 3 and 13 - 17 (emphasis added). The circuit court thus construed the Master's Final Order as holding the LeGrandes did not own the 66-foot wide strip of land or the cedar trees and fence located on it. Since the LeGrandes did not own the cedar trees or the fence, the circuit court reasoned they could not recover damages from SCE&G for destroying them.

ARGUMENT

The circuit court granted summary judgment to SCE&G because it erroneously believed the Master had already decided the LeGrandes did not own, and had no legally protectable interest in, the cedar trees and the fence. This was error because it is almost universally recognized that a right-of-way or other easement gives no title to the land upon which the servitude is imposed. Morris v. Townsend, 253 S.C. 628, 635, 172 S.E.2d 819, 822 (1970). The Master's Final Order makes no finding to the contrary.[5]

1. SCDOT did not own the cedar trees or the fence

The circuit court concluded that because the Master's Final Order confirms SCDOT's 1967 acquisition of a 66-foot wide right-of-way where the cedar trees and fence were located, *res judicata* compelled it to rule the LeGrandes did not own the cedar trees or the fence in 2005. This was error. While the location of the cedar trees and the fence within SCDOT's right-of-way is indeed established by the Master's Final Order, the trial court mistakenly found SCDOT's interest in the 66-foot wide strip in question went beyond a mere easement or right-of-way and blossomed into something utterly antagonistic to and inconsistent with the LeGrandes' ownership of the cedar trees and the fence. In effect, the trial court ruled that following the events of 1967, the LeGrandes no longer had any legally protectable interest in the cedar trees or the fence.

The circuit court's ruling fails to recognize the limited nature of the interest acquired by SCDOT in 1967. That interest is clearly and unmistakably circumscribed by the requirement that SCDOT use the 66-foot wide strip only to build, operate and maintain a public roadway the existence and accessibility of which would confer a benefit upon Hazel P. LeGrande, Sr. and his heirs. *See*,

---

[5] Nowhere does the Master's Final Order hold that in 2005 SCE&G had the right to destroy the cedar trees and the fence. *See, e.g.*, R.A. p. 51 at ¶12.

Taylor v. Hampton, 15 S.C.L. (4 McCord) 96 (1827)(every privilege which one man claims in derogation of the rights of another is viewed with jealousy by the law and it will require it to be confined to the prescribed limits and specific objects of the grant.)

There is virtually no distinction in the law between an "easement" and a "right-of-way." 28A C.J.S. Easements, §10 (terms "easement" and "right-of-way" are synonymous). In the case of Lawton v. Rivers, 13 S.C.L. (2 McCord) 445 (1823) the South Carolina Supreme Court explained the ways in which a "right-of-way" might be established, describing what in modern parlance would simply be referred to as an "easement." *See also*, Ballington v. Paxton, 327 S.C. 372, 488 S.E.2d 882 (Ct. App. 1997)(involving an easement which provided for a right-of-way). In its most general sense, an easement or right-of-way is a right which one person has to use the land of another for a specific purpose; it gives no title to the land on which the servitude is imposed. Windham v. Riddle, 381 S.C. 192, 672 S.E.2d 578 (2009). A right-of-way is simply a particular species of easement involving the right to pass over or traverse another's land. In every sense in which the terms are commonly understood, the owner of the servient estate retains every incident of ownership not inconsistent with the easement and the enjoyment of the same. 28A C.J.S. Easements §192.

The South Carolina Supreme Court has explicitly ruled that the laying out of a road over another man's soil does not divest the owner of the soil, it only operates as a suspension of his use as long as it is required for public purposes. Witter v. Harvey, 12 S.C.L. (1 McCord) 67 (1821). By way of illustration, in Rushing v. Sellers, 225 S.C. 173, 175, 81 S.E.2d 281, 283 (1954) the South Carolina Supreme Court noted the "long established rule" that "in a conveyance of land calling for a highway as the boundary, it is presumed that the grantor intends to convey to the center of such highway, subject to the easement of the public way." This rule implicitly recognizes that an easement for a public highway does not destroy the estate of the servient owner over whose land the

highway runs. Otherwise, why would a servient owner be said to own all the way to the center line of the roadway, subject only to the easement? If the circuit court's ruling in the instant case were correct, then the servient owner in Rushing would own – and thus be able to convey – nothing.

2. SCDOT's use of the right-of-way is not unlimited

If there is any question about the restriction on SCDOT's right to use the 66-foot wide strip of land, consider the following. Under the Takings Clause of the Fifth Amendment to the United States Constitution[6] and pursuant to Article I, Section 13(A) of the South Carolina Constitution,[7] Mr. LeGrande, Sr. was entitled to just and fair compensation for the loss of the right-of-way the Highway Department acquired in 1967. Tellingly, the Board of Condemnation determined that Mr. LeGrande, Sr. should receive no monetary compensation for the loss of his unfettered right to use his land because it concluded the benefit conferred upon him by the building of a public road adjoining his property would equal or exceed any burden imposed upon his farm by the taking itself. [Board Resolution] In other words, being able to access Cedar Lane Farm by paved road was considered a benefit which exceeded the burden being imposed by the right-of-way.

But in order for Mr. LeGrande, Sr. to receive that intended benefit, the right-of-way thus acquired had to actually be used as a paved public road. Any other use would deprive Mr. LeGrande, Sr. of the very benefit which the Board intended for him to receive in exchange for the public burden being imposed upon him.

The point here is a simple one: If by virtue of the events of 1967, SCDOT acquired outright ownership of the 66-foot wide strip of land – as opposed to a mere right-of-way for a public highway

---

[6] "[N]or shall private property be taken for public use without just compensation."

[7] "[P]rivate property shall not be taken . . . for public use without just compensation being first made for the property. Private property must not be condemned by eminent domain . . . unless the condemnation is for public use."

– then there would be no restriction on SCDOT's use of the strip of land. It could have been put to myriad uses none of which would have conferred any benefit on Mr. LeGrande, Sr. For example, if SCDOT just owns the strip and the cedar trees and the fence – as the circuit court found – then in March 1967, SCDOT could have clear cut the cedar trees and sold the timber without ever building any paved road at all. *See*, Mason v. Finley, 129 S.C. 367, 124 S.E. 780 (1924)(absolute owner may dispose of land upon such conditions as she sees fit). SCDOT could have conveyed the 66-foot wide strip to a developer who then could have built whatever it liked, e.g., an adult entertainment club, a video poker outlet, or a toxic waste dump.

But none of those uses would have conferred any benefit on either Mr. LeGrande, Sr. or the servient estate. Such uses would therefore have deprived him of his property without just compensation in violation of his state and federal constitutional rights.

In short, the non-monetary nature of the compensation awarded to Mr. LeGrande, Sr. in 1967 by the Board of Condemnation necessarily implied a restriction on SCDOT's interest in the 66-foot wide strip. It carried with it a very real and legally significant limitation on SCDOT's ability to use the strip. The circuit court failed to account for this when it construed the Master's Final Order as holding SCDOT simply owns the strip of land and the cedar trees and the fence.

3. There are "reasonable and necessary" limitations on use of the right-of-way

In truth, SCDOT does not *own* the 66-foot wide strip of land or the cedar trees or the fence. Rather, SCDOT owns the limited right to *use the strip for a public highway*, along with the correlative right to remove the cedar trees or the fence if and only if doing so is reasonably necessary to putting the 66-foot wide strip to its permissible use as a public highway. *See*, Hill v. Carolina Power & Light Co., 204 S.C. 83, 28 S.E.2d 545 (1943)(the unrestricted grant of an easement conveys such rights as are incident or are necessary to its reasonable enjoyment, but the right to use the land

and the space overhead remains in the owner of the fee so far as such right is consistent with the purpose and character of the easement.) As of 2005, cutting the cedar trees down to stumps and removing the fence were not reasonably necessary for the purpose of maintaining Turkey Farm Road as a two-lane paved roadway.

It is significant that when the trees were destroyed in 2005, the entire 66-foot wide strip in question was not being used by SCDOT as a public roadway. About 20 feet of the overall right-of-way just south of the pavement edge consisted of an unimproved shoulder covered with grass, brush, the cedar trees and the fence. [R.A. pp. 235 - 236] In no way were the cedar trees and the fence – or the LeGrandes' use and enjoyment of them – interfering with SCDOT's existing maintenance or use of the two paved lanes on Turkey Farm Road in 2005. Nor were the cedar trees or the fence interfering with SCE&G's ability to transmit electrical power in 2005, especially after new, taller utility poles were erected a few months prior to the clear-cutting. [R.A. p. 139, line 24 to R.A. p. 141, line 4]

SCE&G's position – adopted by the circuit court in error – is that SCDOT had an unlimited right to cut the cedar trees down to stumps and to completely remove the fence. According to SCE&G, S.C. Code Ann. §58-9-2020 granted that same unlimited right to the power company as well. But this argument fails to recognize the important limitation imposed on SCDOT's interest in the 66-foot wide strip: the use of that strip has to be reasonably necessary to the operation of a public highway that benefits the servient estate. Likewise, SCE&G's use of the 66-foot wide strip has to be reasonably necessary to the erection and maintenance of utility poles and power lines. SCE&G cannot simply decimate any and every living thing within the right-of-way whether or not it interferes with its poles and lines. *See*, Leppard v. Central Carolina Telephone Co., 205 S.C. 1, 30 S.E.2d 755 (1944)(addressing destruction of shrubbery located within a right-of-way). There

simply was no evidence presented to the circuit court to show that cutting the cedar trees and destroying the fence in 2005 were reasonably necessary to achieve any permissible use of the right-of-way. Nor did the circuit court or the Master so find.

According to SCE&G's own company policy, even if it has an easement or right-of-way to place its poles and lines in a particular place, nevertheless it will not cut down ornamental or amenity trees without first obtaining permission from the servient property owner. [R.A. p. 142] This company policy simply recognizes the fact that an easement or right-of-way does not divest the servient estate of all ownership, use and enjoyment of the burdened property.

Why would SCE&G have a company policy of asking for permission from people who do not own the trees it seeks to cut down? If SCE&G (or SCDOT) really does just *own* the trees within any particular power line easement or highway right-of-way, then SCE&G can do as it pleases with those trees without the need to first obtain permission from anyone.[8]

SCE&G's own company policy stands in stark contrast to the position it ultimately took with the circuit court. Before the LeGrandes brought their lawsuit, SCE&G acknowledged and believed the LeGrandes had a legally protectable interest in the cedar trees and the fence. That belief informed its effort to obtain the LeGrandes' permission prior to cutting the trees down. That belief also stood as the basis for the Third Defense SCE&G plead in its Answer to the LeGrandes' Complaint ("SCE&G would show that it had . . . permission . . . to conduct the actions alleged by the Plaintiffs.") [R.A. p. 77 at ¶27] Yet once the Master's Final Order was issued, SCE&G executed a complete about-face so that it now contends the LeGrandes had no interest whatsoever in the cedar trees or the fence, making their permission utterly irrelevant.

---

[8] There is no evidence in this case that SCE&G ever sought permission to cut down the cedar trees from SCDOT, as one might expect if SCDOT in fact owned the cedar trees. Instead, SCE&G sought permission from the LeGrandes.

SCE&G's post-reference pirouette on the permission issue simply underscores the implicit legal basis for its company policy: an easement or right-of-way does not constitute *ownership* of the servient estate. Indeed, the owner of an easement cannot interfere with the use and enjoyment of the servient estate. 28A C.J.S. Easements §231. Yet SCE&G successfully convinced the circuit court to adopt a position completely contrary to the legal basis for its own company policy, arguing that an easement or right-of-way is not merely a burden imposed by a dominant estate on a servient estate but rather is *ownership* itself.

4. The LeGrandes had a legally protectable interest in the cedar trees and fence

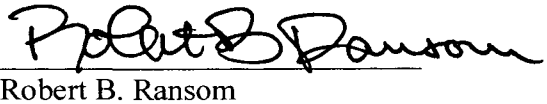
In the end, ownership of property consists not merely in having title and possession but also includes an unrestricted right of use and enjoyment. Painter v. Town of Forest Acres, 231 S.C. 56, 97 S.E.2d (1957). *See also*, The "Bundle of Rights" Picture of Property, 43 UCLA L. Rev. 711 (1996)(noting the currently prevailing understanding of property as a "bundle of rights.") Anything which destroys the unrestricted right of use and enjoyment of property destroys the ownership itself. Painter, *supra*. In 2005, the LeGrandes were legally entitled to use and enjoy the wonderful security, shade and serenity provided to their farm by the cedar trees and the fence which they owned subject only to SCDOT's right-of-way. Any act which unreasonably impaired, injured or destroyed their right of peaceable use and enjoyment was actionable in damages. *See*, Charleston Joint Venture v. McPherson, 308 S.C. 145, 417 S.E.2d 544 (1992)(one in peaceable possession may maintain an action against another who interferes with his quiet and exclusive enjoyment of property.) The only exception would be those acts reasonably necessary in order to carry into effect the purpose and intent of the 1967 right-of-way. 28A C.J.S. Easements §213 (the use of an easement must be reasonable and as little burdensome to the servient estate as the nature of the easement and its purpose will permit.)

CONCLUSION

The Master's Final Order does not hold, either expressly or implicitly, that in 2005 the LeGrandes had no ownership or other legally protectable interest in the peaceful use and quiet enjoyment of the cedar trees and the fence. The circuit court erred in giving the Master's Final Order such an expansive reading. SCE&G did not present any evidence that its conduct in clear-cutting the cedar trees and destroying the fence was reasonably necessary to accomplish the permissible use of the 66-foot wide strip of land as a public roadway in 2005; or to accomplish the statutorily permitted use of constructing, maintaining and operating utility poles and power lines within a highway right-of-way. The undisputed fact that the two-lane road, utility poles, power lines, cedar trees and fence had all co-existed for decades before the 2005 clear-cutting took place should serve to negate any claim of reasonable necessity by SCE&G.

SCDOT did not own the cedar trees or the fence in 2005. The cedar trees and the fence were instead owned by the LeGrandes. Unless SCE&G is able to convince a jury that the clear-cutting was either authorized by the LeGrandes or reasonably necessary to the maintenance of its overhead power lines, the LeGrandes are entitled to recover damages from SCE&G for its intentional interference with their right of peaceable use and quiet enjoyment.

The circuit court's order granting summary judgment should be reversed and this case should be remanded to the Richland County Court of Common Pleas for trial.

BY: 

Robert B. Ransom
LEVENTIS & RANSOM
Post Office Box 11067
Columbia, SC 29211
(803) 765-2383

ATTORNEYS FOR THE APPELLANTS

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Alison Renee Lee, Circuit Court Judge

Case No. 2008-CP-40-8425

Caroline LeGrande, H. Paul Legrande, Jr., and
Marion Mancini, ... Appellants,

vs.

South Carolina Electric & Gas Company, ... Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Final Brief complies with Rule 211(b), SCACR.

Sept. 28, 2012 By: Robert B Ransom

Robert B. Ransom
LEVENTIS & RANSOM
Post Office Box 11067
Columbia, SC 29211
(803) 765-2383
ATTORNEY FOR THE APPELLANT

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Alison Renee Lee, Circuit Court Judge

Case No. 2008-CP-40-8425

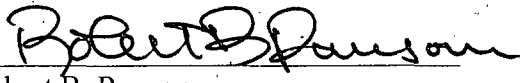
Caroline LeGrande, H. Paul Legrande, Jr., and
Marion Mancini, ... Appellants,

vs.

South Carolina Electric & Gas Company, ... Respondent.

CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the Brief of Appellant, Reply Brief of Appellant, and the Record on Appeal all comply with the August 13, 2007 Order of the Supreme Court of South Carolina relating to the redaction of personal data identifiers and other sensitive information from documents filed with the Court.

October 8, 2012 By: 

Robert B. Ransom
LEVENTIS & RANSOM
Post Office Box 11067
Columbia, SC 29211
(803) 765-2383
Attorney for the Appellant