

5

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

Edgar W. Dickson, Circuit Court Judge

Case No. 2018-CP-07-1559

**RECEIVED**  
FEB 28 2020  
SC Court of Appeals

Charles E. Houston, Jr.....Appellant,

v.

Dean B. Bell, individually;  
Law Offices of Dean B. Bell, LLC; and  
B. Hammel Properties, LLC.....Respondents.

**RETURN OF THE RESPONDENT B. HAMMEL PROPERTIES, LLC TO THE  
APPELLANT’S MOTION TO FILE APPELLANT’S INITIAL BRIEF OUT OF TIME**

The Respondent, B. Hammel Properties, LLC (the “Respondent”), objects to the Appellant’s Motion to File Appellant’s Initial Brief Out of Time. The Appellant was granted additional time to file his Initial Brief and has failed to file his Initial Brief as required by the South Carolina Appellate Court Rules. Throughout the proceedings related to this matter the Appellant has taken every opportunity to delay the process that unnecessarily extends the cloud on the title to the real property at issue in this matter.

**FACTS AND PROCEDURAL BACKGROUND**

This matter involves the Appellant’s collateral attack on the decisions entered in a partition action that ended on March 10, 2014 (the “Partition Action). The Partition Action commenced on December 7, 2011 with the filing of a Complaint (Exhibit 1). It ended when the Appellant failed to pursue an appeal of the decision in the Partition Action and the Court of Appeals issued its

Remittitur on March 10, 2014 (Exhibit 2). The Respondent purchased the partitioned real property on June 23, 2015 for \$385,000.00 (Exhibit 3). On May 22, 2018, the Respondent sold the partitioned real property, along with other real property, to DMS Funding I, LLC for \$1,242,000.00 (Exhibit 4). The Appellant filed his Complaint in this matter on July 31, 2018 (Exhibit 5) collaterally attacking the Partition Action. The Appellant did not file this action against the parties to the Partition Action and he did not name the current owner of the partitioned property. Rather, he made claims against the attorney that prosecuted the Partition Action, his law firm, and the partition sale purchaser. The Appellant filed a Lis Pendens against the partitioned real property at the same time he filed the described Complaint (Exhibit 6).

In this Appeal the Appellant challenges two (2) Summary Judgment Orders entered by the Lower Court on September 4, 2019 – one (1) awarding Summary Judgment to the Respondent and one (1) awarding Summary Judgment to the Respondents Dean B. Bell and Law Office of Dean B. Bell, LLC.

The Appellant served his Notice of Appeal on October 3, 2019. In his transmittal letter filing the Notice of Appeal, the Appellant advised the Clerk of the Supreme Court of South Carolina (the “Supreme Court”) that his appeal contained a constitutional challenge to a state statute. Apparently on October 18, 2019 the Appellant submitted a Brief on Venue to the Supreme Court addressing the constitutional challenge to a state statute (the “Brief”). The records of the South Carolina Court of Appeals (the “Court of Appeals”) suggest that the Appellant submitted the Brief to the Supreme Court by facsimile and that the Supreme Court received the Brief on October 18, 2019. There is nothing in the record indicating that the Appellant served the Brief on any of the Respondents.

On October 18, 2019, the Appellant mailed a revised Brief on Venue (the “Second Brief”) to the Supreme Court asking that it replace the Brief previously submitted. The record of this appeal suggests that the Supreme Court received the Second Brief on October 22, 2019. There is nothing in the record indicating that the Appellant served the Second Brief on any of the Respondents.

The Respondent was not aware of the Brief and the Second Brief until its counsel reviewed the record of this appeal for purposes of preparing this Return.

On October 24, 2019, the Supreme Court determined that the Appellant failed to make a sufficient showing that the appeal involves a constitutional challenge to a state law and transferred the appeal to the Court of Appeals. *See* Order filed October 24, 2019.

The Appellant’s Initial Brief and Designation of Matter To Be Included in the Record on Appeal (the “Designation”) were due to be filed on January 29, 2020. Pursuant to the Appellant’s Motion dated January 28, 2020, served by mail on January 29, 2020, and received by the Court on February 4, 2020, the Court of Appeals extended the time for filing the Appellant’s Initial Brief and Designation until February 18, 2020, without objection from any respondent. *See* Order filed February 4, 2020. In the affidavit that accompanied his Motion for Extension of Time, the Appellant stated that he had completed his research and only needed additional time for “compositional editing and fulfillment of the formatting requirements required by SCRAP (*sic*).” Affidavit of Charles E Houston, Jr. dated January 28, 2020.

On February 25, 2020, the Appellant submitted a one page letter dated February 20, 2020 to the Court of Appeals by facsimile. That letter purports to submit a Motion to File Appellant’s Initial Brief Out of Time, his Initial Brief, and his Designation. The facsimile did not contain the

Motion or the Initial Brief. It only contained a letter from the Appellant's physician, the Designation, and the table of contents page from the Initial Brief.

On February 27, 2020, the undersigned, as counsel for the Respondent, received the following from the Appellant:

- a) The cover letter to the Court of Appeals dated February 20, 2020 serving the documents provided;
- b) A certificate of Service dated February 25, 2020;
- c) A Motion to File the Appellant's Initial Brief Out of Time dated February 25, 2020;
- d) The Appellant's Initial Brief dated February 23, 2020; and
- e) The Designation dated February 23, 2020.

#### ARGUMENT

Rule 260, SCACR, requires dismissal of an appeal if the Appellant fails to comply with the requirements of the South Carolina Appellate Court Rules. Although appearing *pro se*, the Appellant is an attorney licensed to practice law in the State of South Carolina.<sup>1</sup> As an attorney, the Appellant is presumed to have knowledge of the requirements set out in the South Carolina Appellate Court Rules, but he has ignored them. He ignored them when he failed to serve any respondent with the Brief or the Second Brief. He ignored the Rules with his late filing of the Motion for additional time to file his Initial Brief and Designation. He ignored them when he failed to file his Initial Brief on February 18, 2020. Finally, he ignored them when he communicated with the Court of Appeals by facsimile without notice to the Respondents. The consequence of this conduct should be dismissal of his Appeal. Rule 206, SCACR unequivocally

---

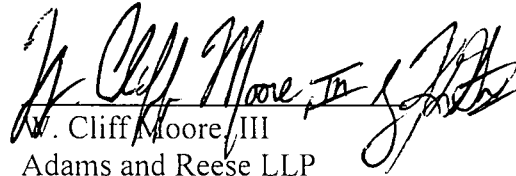
<sup>1</sup> By Order dated January 22, 2020, in Appellate Case No, 2019-000411, the Supreme Court reinstated the Appellant to the practice of law after his suspension by opinion dated March 30, 2016 in the matter *In re Houston*, 415 S.C. 594, 748 S.E.2d 238 (2016)

states that “the clerk shall issue an order of dismissal” when the Appellant “has failed to comply with the requirements of these Rules.”

While this may appear to be a harsh result, the record established by the Brief and the Second Brief demonstrate that the Appellant’s appellate practice is a continuation of his efforts to improperly cloud the title to the property he lost in the Partition Action. The best illustration of this effort is the more than four years and four months delay by the Appellant between the date the Court of Appeals remitted the Partition Action to the Lower Court (March 10, 2014) and the date that the Appellant filed his collateral attack on the Partition Action (July 31, 2018). These delays and abuses of procedure continue to adversely affect the Respondent and the title to the real property at issue.

The Appellant’s conduct has consequences. The consequence here should be dismissal.

February 28, 2020



W. Cliff Moore, III  
Adams and Reese LLP  
Post Office Box 2285  
Columbia, S.C. 29202  
P: 803-254-4190

and  
Thomas C. Taylor  
Law Offices of Thomas C. Taylor, LLC  
PO Box 5550  
Hilton Head Island, SC 29938

Attorneys for Respondent  
B. Hammel Properties, LLC

3

Exhibit 1

STATE OF SOUTH CAROLINA 7 PM 4: 07 IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT ) BEAU ) FOURTEENTH JUDICIAL CIRCUIT

Cornelia H. Hall, Jeanne H. Hampton, ) CASE NO.: 2011-CP- 07 - 05141  
and Mary A. Houston, )

**COMPLAINT**

Plaintiffs, )

v. )

Charles E. Houston, Jr. )

Defendant. )

NOW COME Cornelia H. Hall, Jeanne H. Hampton, and Mary A. Houston ("Plaintiffs"), complaining of Charles E. Houston, Jr. ("Defendant"), and would respectfully show unto the Court as follows:

1. Plaintiff Cornelia H. Hall is a citizen and resident of Savannah, Georgia.
2. Plaintiff Jeanne H. Hampton is a citizen and resident of Long Beach, California.
3. Plaintiff Mary A. Houston is a citizen and resident of Baltimore, Maryland.
4. Defendant is, upon information and belief, a citizen and resident of Hilton Head Island, South Carolina.
5. The subject matter of this litigation is property located at 31 Marshland Road, Hilton

Head Island, South Carolina 29926, and more particularly described as follows:

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, South Carolina, shown and designated as Lot 3, 0.390 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 22, 1995. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

and also

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton head Island, South Carolina, shown and designated as Lot 4, 2.998 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 23, 1995. For a more complete description as to courses, metes, and bounds, reference is made to said

plat recorded in the Office of the Register of Deeds for Beaufort County, south Carolina, in Plat Book 34 at Page 18.

This being the same property conveyed to the within Grantor, or Grantor's predecessors in interest, by Deeds recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 2939 at Page 1108 and Deed Book 2967 at Page 144.

Property I.D. Nos: R510-008-000-008M  
R510-008-000-008C

6. The Plaintiffs and Defendant acquired the property by deed (attached as Exhibit "A") of First Federal Savings and Loan Association of Charleston, Trustee of the Charles E. Houston, Sr. Revocable Trust u/a/d/3/6/1020, dated March 16, 2011, and recorded March 23, 2011, in Deed Book 3046 at Page 549 in the Office of the Registrar of Deeds for Beaufort County, South Carolina.
7. Defendant operates a business on the above-described property and does not pay rent thereon.
8. Upon information and belief, Defendant has leased a portion of the property to an unknown third party at an unknown amount and has not paid the proceeds to any of Plaintiffs.

**FOR A FIRST CAUSE OF ACTION**  
**(Accounting)**

9. Plaintiffs reiterate the foregoing Paragraphs as if fully set forth herein verbatim.
10. Plaintiffs are informed and believe that they are entitled to a complete accounting from Defendant as it relates to the subject property referenced hereinabove, including but not limited to any and all rents received and payments made to Plaintiffs.

**FOR A SECOND CAUSE OF ACTION**  
**(Conversion/Unjust Enrichment)**

11. Plaintiffs reiterate the foregoing Paragraphs as if fully set forth herein verbatim.
12. Plaintiffs have an interest in the subject property referenced hereinabove.
13. Defendant has converted the property to his own use by operating a business and not paying rent thereon, and Defendant has been unjustly enriched thereby.
14. Upon information and belief, Defendant has converted the property to his own use by leasing a portion of the property to unknown third party tenants and collecting an unknown amount rent thereon, and Defendant has been unjustly enriched thereby.

15. At no time relevant to this action did Defendant have any of Plaintiffs' permission to reside on the subject property or to lease the property to tenants or collect rent thereon.
16. Plaintiffs have suffered and continue to suffer damages as a result of Defendant's actions.
17. Plaintiffs are informed and believe that they are entitled to judgment for conversion for actual and punitive damages in an amount to be determined at trial.
18. Plaintiffs are informed and believe that they are entitled to judgment for unjust enrichment for actual and punitive damages in an amount to be determined at trial.

**FOR A THIRD CAUSE OF ACTION**  
**(Contribution)**

19. Plaintiffs reiterate the foregoing Paragraphs as if fully set forth herein verbatim.
20. Plaintiffs have made expenditures that were necessary for the maintenance of the subject property and to prevent waste, including but not limited to the payment of taxes, insurance, and other expenditures for the upkeep of the property.
21. Defendant has failed to take actions necessary to maintain the property.
22. Defendant has failed to contribute to the maintenance of the property.
23. Plaintiffs are informed and believe that they are entitled to contribution according to the rights of the parties for all expenditures necessary for the maintenance of the subject property.
24. Plaintiffs have suffered and continue to suffer damages as a result of Defendant's actions.
25. Plaintiffs are informed and believe that they are entitled to judgment for contribution for actual and punitive damages in an amount to be determined at trial.

**FOR A FOURTH CAUSE OF ACTION**  
**(Partition by Sale)**

26. Plaintiffs reiterate the foregoing Paragraphs as if fully set forth herein verbatim.
27. Plaintiffs and Defendant are joint tenants or tenants in common.
28. Plaintiffs are informed and believe that they are entitled to a partition by sale in accordance with SC Code § 15-61-10 et seq.
29. Upon information and belief, under the current market conditions, a partition by public sale will not result in a sale at a fair or market price.
30. Upon information and belief, partition by sale at public auction is not in the best interests of the parties.
31. Upon information and belief, it is in the best interests of the parties to employ a private

real estate agent to list and sell the property in order to maximize the sale price and value for the parties.

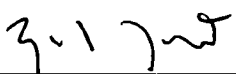
32. Plaintiffs are informed and believe that they are entitled to an order for partition by sale by private real estate agent.

WHEREFORE, Plaintiffs pray that the Court inquire into the matters set forth herein and issue an Order:

- A. For a complete accounting by Defendant as it relates to the subject property;
- B. Awarding Plaintiffs actual and punitive damages for conversion;
- C. Awarding Plaintiffs actual and punitive damages for unjust enrichment;
- D. Awarding Plaintiffs actual and punitive damages for contribution;
- E. Assessing attorneys' fees against Defendant, as it may be equitable, in accordance with SC Code § 15-61-110;
- F. Selling the property according to law by private sale;
- G. Dividing the proceeds among the Plaintiffs and Defendant according to the rights of the parties; and
- H. For such other and further relief as the Court deems just, equitable, and proper.

THE LAW OFFICE OF DEAN B. BELL, LLC

BY: \_\_\_\_\_

  
Dean B. Bell, Esq.  
Zach S. Naert, Esq.  
87 Grays Hwy.  
P.O. Box 1779  
Ridgeland, SC 29936  
Tel: (843) 717-2772  
Fax: (843) 717-2770

December 6, 2011  
Ridgeland, SC



a more complete description as to courses, metes and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

SAID property is subject to all restrictions and easements of record including any which may be shown on a recorded plat.

and also

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, South Carolina, shown and designated as Lot 4, 2.998 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 23, 1995. For a more complete description as to courses, metes and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

SAID property is subject to all restrictions and easements of record including any which may be shown on a recorded plat.

This being the same property conveyed to the within Grantor, or Grantor's predecessors in interest, by Deeds recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 2939 at Page 1108 and Deed Book 2967 at Page 144.

The within Deed was prepared by the Law Office of Wilson & Bratt, P.A., P.O. Box 21668, Hilton Head Island, South Carolina, 29926, by William F. Bratt, Esquire, without benefit of title examination.

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

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said GRANTEES, their successors and assigns forever, in fee simple.

AND, SUBJECT TO the matters set forth above, GRANTOR does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said Premises unto the said GRANTEES, their successors and assigns, against it and its successors, lawfully claiming, or to claim the same or any part thereof, but no others. The warranties passing to Grantees hereunder are limited solely to those matters arising from Acts of the Grantor, its agents or representatives, occurring solely during the period of Grantor's ownership of the subject real estate.

Remainder of this page is intentionally left blank.

WITNESS its Hand and Seal this 16<sup>th</sup> day of March, 2011.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

First Federal Savings and Loan  
Association of Charleston

2) [Signature]  
Witness

1) Mary Ann Brown  
By: Mary Ann Brown  
Its: Senior Trust Officer

3) Rainie Pinnell Stebley  
Notary Public

STATE OF SOUTH CAROLINA §  
COUNTY OF BEAUFORT §

ACKNOWLEDGMENT  
under S.C. Code § 30-5-30(C)

I, the undersigned Notary Public, do hereby certify that the duly authorized officer of the within named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16<sup>th</sup> day of March, 2011.

4) Rainie Pinnell Stebley (SEAL)  
Notary Public for South Carolina  
My Commission expires: 5/2/2016

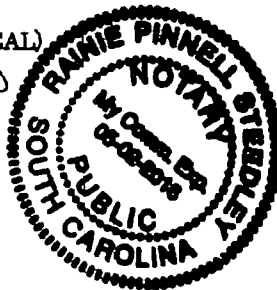


Exhibit 2



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

V. CLAIRE ALLEN  
DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1015 SUMTER STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
www.sccourts.org

March 10, 2014

The Honorable Jerri Ann Roseneau  
PO Box 1128  
Beaufort SC 29901-1128

## REMITTITUR

Re: Cornelia Hall v. Charles Houston  
Lower Court Case No. 2011CP0705141  
Appellate Case No. 2013-002166

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

*V. Claire Allen, Deputy*

CLERK

Enclosure

cc: Charles E. Houston, Jr.  
Dean Britton Bell, Esquire

Exhibit 3



SAID property is subject to all restrictions and easements of record including any which may be shown on a recorded plat.

This being the same property conveyed to Charles E. Houston, Jr., Cornelia H. Hall, Mary Annette Houston and Jeanne H. Houston by Deed of First Federal Savings and Loan Association of Charleston, dated March 16, 2011, recorded March 23, 2011, in the Register of Deeds Office for Beaufort County, South Carolina in Book 3046 at Page 549.

This Deed was prepared in the Law Office of Dean B. Bell, LLC, 1 Corpus Christi Place, Bldg. 105 Executive Center, Hilton Head Island, SC 29928, without benefit of a title examination.

THIS CONVEYANCE IS MADE SUBJECT TO all other easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple; subject, however, to the rights, conditions and restrictions that constitute covenants running with the land, all as set forth herein.

AND said Grantors do hereby bind Grantors and Grantors heirs and assigns, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against Grantors and Grantors' heirs and assigns, and against all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.



STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT )

CASE NO. 2011-CP-07-5141

Cornelia H. Hall, Jeanne H. Hampton,  
and Mary A. Houston, )

Plaintiffs, )

vs. )

FINAL ORDER

Charles E. Houston, Jr., )

Defendant. )

2013 JUL 19 PM 2:25  
CLERK OF COURT

This matter came before me for final hearing on May 22, 2013 for final hearing in connection with the Plaintiffs Complaint which set forth causes of action for an accounting, conversion, contribution and partition by private sale. Present at the time of the hearing were Plaintiff Cornelia H. Hall and Dean B. Bell, Esq., attorney for the Plaintiffs and the Defendant, Charles E. Houston, Jr.

This action was commenced on December 7, 2011 by the Plaintiffs seeking an appropriate Order concerning property located on Hilton Head Island, South Carolina requesting and accounting as to rents received by the Defendant, requesting damages for conversion, requesting contribution from the Defendant for various costs associated with the property, and requesting that the Court approve a request that the property be listed for private sale and sold with any damages awarded deducted from the Defendant's share of any proceeds prior to distribution. Additionally, the Plaintiffs requested that the Defendant be ordered to vacate the property within a reasonable period of time not to exceed forty five (45) days, so that there would be no interference with the sale.

After hearing the testimony of the witnesses and reviewing the evidence offered, I find and conclude as follows:

1. The subject matter of this litigation is property located at 31 Marshland Road, Hilton Head Island, South Carolina 29926 ("Property"), and more particularly described as follows:

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, South Carolina, shown and designated as Lot 3, 0.390 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 22, 1995. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

and also

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton head Island, South Carolina, shown and designated as Lot 4, 2.998 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 23, 1995. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, south Carolina, in Plat Book 34 at Page 18.

Property I.D. Nos:       R510-008-000-008M  
                                  R510-008-000-008C

2. The Plaintiffs and Defendant acquired the property by deed of First Federal Savings and Loan Association of Charleston, Trustee of the Charles E. Houston, Sr. Revocable Trust w/a/d/3/6/1020, dated March 16, 2011, and recorded March 23, 2011, in Deed Book 3046 at Page 549 in the Office of the Registrar of Deeds for Beaufort County, South Carolina.
3. Based on the deeds submitted as evidence at the hearing, it appears that the Plaintiffs and Defendants hold fee simple title to the Property and all necessary parties were joined in this action.
4. According to the testimony of Ms. Hall, the Defendant both resides in and

- operates his law office out of the Property, but has paid no rent or other consideration to the Plaintiffs for either use. The Defendant testified that he does in fact both reside and operate his law practice out of the Property and has paid no rents. The Defendant further testified that there is another occupant in the Property who also pays no rent.
5. Ms. Hall testified that she and her sisters have been attempting to get the Defendant to agree to list and sell the Property since October, 2010 but that he has refused to cooperate in that listing and instead continues to reside in and operate his business out of the Property but will pay no rent for that use, or even for the use by his tenant. The Defendant confirmed that he has not agreed to list and sell the property.
  6. Ms. Hall further testified that there is no way to physically divide the property because of its size and configuration and the location of the improvements, which cannot themselves be subdivided. The Defendant did not offer any credible evidence disputing this testimony. The Property is not of sufficient size to be subdivided under the current zoning laws for Hilton Head Island and it would be physically impossible to divided the improvements. As such, partition by sale is the only available option.
  7. This Court has a wide range of equitable options. The Plaintiffs have requested that the Court allow the Property to be listed for sale with a licensed broker and sold to maximize the value to the co-owners. Ms. Hall testified that she and her sisters have researched available brokers and determined that David Bachelder is a qualified person with whom to list the Property. It is undisputed that the parties would recognize significantly greater value from a private sale. A private sale is in the best interests of the parties and within the equitable powers of this Court to Order.
  8. The Plaintiff testified that she and one of her sisters have paid the insurance on the Property since January, 2011, totaling \$2,123. The Defendant confirmed that he has not paid anything towards insurance. As such, the Defendant owes the Plaintiffs \$537.24 towards insurance from January, 2011 to present.
  9. The Plaintiff testified that the 2011 property taxes for the Property were paid by advances from an Educational Fund, set up by the parties father. The amount paid was \$4,300, and this amount is to be reimbursed from the sale, prior to any distributions.
  10. As confirmed by testimony, the Defendant operates his law practice out of the property but has paid no rent. Ms. Hall testified that based on her research, a reasonable

contribution to the Plaintiffs by the Defendant for rent is \$150 per month, taking into account the fact that the Defendant, as a co-owner of an undivided twenty-five percent (25%) interest, would also receive a share of any rents. Ms. Hall further testified that the Defendant has occupied the Property for thirty-three (33) months as his law office. Therefore, the Plaintiffs are entitled to rent in the amount of Four Thousand Nine Hundred Fifty Dollars (\$4,950) from the Defendant's share of the net proceeds of sale. This amount is to be deducted from the Defendant's share of the net proceeds of sale, prior to distribution, and distributed to the Plaintiffs in equal shares.

11. Ms. Hall testified that the Defendant has a tenant. The Defendant confirmed that someone lives in the house but testified that he receives no rent. However, it can be presumed that the Defendant receives some benefit from the Tenant's presence, if in fact rent is not being paid. Ms. Hall testified that based on her research, a reasonable rental amount that should be paid to the Plaintiffs by the Defendant based on imputed rent is \$300 per month. The reasonableness of this amount was not disputed by the Defendant. Ms. Hall requested that she and the other Plaintiffs be awarded the sum of \$300 per month for thirty three (33) months, or Nine Thousand Nine Hundred Dollars (\$9,900) for the tenant's rent. This amount is to be deducted from the Defendant's share of the net proceeds of sale, prior to distribution, and distributed to the Plaintiffs in equal shares.

12. Ms. Hall testified that the Defendant has occupied the house to the exclusion of other owners without paying any rent. The Defendant admits that he lives in the Property and pays no rent. Given the small size of the house as described by both Ms. Hall and the Defendant, it is apparent that use as a law office, plus occupancy by the Defendant and the Defendant's tenant clearly precludes occupancy by anyone else. Moreover, the Plaintiffs are not residents of Beaufort County. The Defendant argues that he should not have to pay rent to occupy property he owns. However, it is undisputed that the Defendant only owns an undivided twenty five percent (25%) interest in the Property. If the Defendant did not occupy the Property, it would be rented and the proceeds distributed in accordance with ownership. Ms. Hall testified that based on her research, a reasonable amount that the Defendant should pay the Plaintiffs to live in the house as a residence is Three Hundred Fifty Dollars (\$350) per month. While the Defendant disputed any requirement that he should have to pay rent at all, he did not dispute the

amount Ms. Hall indicated as being reasonable. It is not equitable for the Defendant to receive the full benefit of living in the Property without compensation to the Plaintiffs for rent they would otherwise be able to receive. It is undisputed that the Defendant has occupied the Property for thirty three (33) months without paying any rent to the Plaintiffs. As such, the sum of Eleven Thousand Five Hundred Fifty (\$11,550) is to be deducted from the Defendants share of the net proceeds of the sale and distributed to the Plaintiffs in equal shares.

13. Ms. Hall further testified that but for the Defendant refusing to cooperate in listing the Property for sale, filing this action would not have been necessary. The Defendant admitted that he refused to cooperate. However, it is well established that co-owners have a right to partition jointly owned property. S.C. Code §15-61-110 provides the Court may "fix attorneys' fees in all partition proceedings and, as equitable, assess such fees against any or all parties in interest." Based on the circumstances, it is appropriate to assess attorneys fees and costs incurred by the Plaintiffs through the date of the hearing against the Defendant. According to the Affidavit of Attorney fees submitted by Dean B. Bell, attorney for the Plaintiffs, total attorneys fees and costs incurred are \$7,870.13. The Court finds this amount to be reasonable given the time and difficulty involved in this matter, the fees customarily charged by attorneys practicing in Beaufort County, South Carolina for similar services, and Mr. Bell's experience and reputation in the community. Furthermore, Ms. Hall testified that Mr. Bell agreed to be paid at the closing of the sale. As such, this sum is to be deducted from the Defendant's share of the net proceeds prior to distribution, and paid directly to Mr. Bell.

14. Ms. Hall further testified that she does not believe Mr. Houston will cooperate in connection with listing the property or the ultimate sale. Furthermore, while she lives in nearby Savannah, Georgia, her sisters (the remaining Plaintiffs) do not reside nearby. As such, she request that the Court Order provide that she be authorized on behalf of all owners to sign any contracts, any deeds, any settlement documents, and other documentation associated with the sale, and that her signature on the deed shall be sufficient to bind all parties and no other owners will need to sign any documents associated with the sale.

15. During the period of time that the Property is listed, and for so long and the

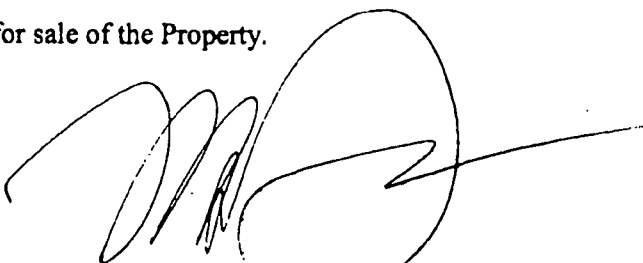
Defendant continues to occupy the property, an additional sum of Eight Hundred Dollars (\$800) shall accrue for each month to be deducted from the Defendant's share of the net proceeds of the sale, which will also be paid directly to the Plaintiffs in equal shares.

16. The Defendant is further ordered to cooperate fully with the Plaintiffs and any and all agents and contractors selected or hired by them in connection with the listing and sale of the property. He is expressly ordered to no attempt in any way to interfere with any prospective buyer in any form or fashion, including but not limited to making disparaging or discouraging comments about title to the Property, any condition of the Property, and value of the Property, or any potential restrictions for use of the Property. In short, he is not to make negative comments at all regarding the Property, or the Plaintiffs, or any of agent or contractor selected or hired in connection with the sale of the Property. He is not to interfere with or move the "For Sale" sign or the lockbox place on the door to provide access. Ms. Hall agrees to instruct any agent or contractor to provide at least two hours notice prior to entry during the hours of 8:00 am to 8:00 pm Monday through Friday, and at least four hours notice prior to entry between 8:00 am and 8:00 pm on weekends. It is understood that entry before 8:00 am or after 8:00 pm shall only be with the Defendant's agreement. Any hearing on any motion pertaining to a breach or violation of this Paragraph shall be considered urgent and may be heard on twenty four hours notice. In the event that the Defendant does not cooperate or violates this provision of the Order in any way and such is demonstrated by Affidavit or testimony in the Court, the Defendant shall be subject to punishment for contempt and in addition, shall be required to pay all costs incurred including any attorneys' or expert witness fees, and the travel costs incurred by any Plaintiff.

17. The Defendant shall vacate the Property completely within thirty (30) days notice of the receipt of any signed contract for sale of the Property.

**IT IS SO ORDERED.**

July 16, 2013.



The Honorable Marvin H. Dukes, III  
Master in Equity for Beaufort County,  
South Carolina

Exhibit 4

13  
10 PB  
Rexson  
20001

ADD DMP Record 6/1/2018 03:23:39 PM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	008	000	008C	0000	00

ADD DMP Record 6/1/2018 03:24:28 PM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	008	000	0360	0000	00

RECORDED  
2018 Jun -04 10:50 AM

*[Signature]*  
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD  
BK 3672 Pgs 263-265  
FILE NUM 2018029154  
05/31/2018 03:58:20 PM  
REC'D BY pbaxley RCPT# 293110  
RECORDING FEES \$10.00  
County Tax \$1,366.20  
State Tax \$3,229.20  
Transfer Tax \$3,105.00

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**TITLE TO REAL ESTATE**

ADD DMP Record 6/1/2018 03:24:50 PM  
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R510	008	000	0361	0000	00

KNOW ALL MEN BY THESE PRESENTS:

THAT **B. HAMMEL PROPERTIES, LLC** (the "**Grantor**"), in the state aforesaid, for and in consideration of the sum of ONE MILLION TWO HUNDRED FORTY-TWO THOUSAND AND NO/100 (US\$1,242,000.00) DOLLARS to it in hand paid at and before the sealing of these presents by **DMS Funding I, LLC, LLC**, a Florida limited liability company (the "**Grantee**"), 4454 Bluffton Park Crescent, Suite 101, Bluffton, SC 29910, in the state aforesaid, the receipt of which is acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release, subject to the easements, restrictions, reservations, conditions, and exceptions set forth below, unto the said **Grantee**, the following described property, to-wit:

ALL those certain pieces, parcels, or lots of land containing 6.339 acres, more or less, shown and designated as Lot 2, Lot 3, and Lot 4 on that certain plat of survey entitled "Boundary & Asbuilt Survey of Lots 2, 3 & 4 Marshland Road" prepared by Surveying Consultants, Terry G. Hatchell, SCRLS 11059, dated 11 June 2015, and as Parcel A on that certain plat of survey entitled "Parcels 'A' & 'B', Lot 2, Patterson Tract" prepared by Sea Island Engineering, Inc., Millard A. Dunham, SCRLS 1390, dated 27 May 1992 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 119.

Being TMS R510-008-000-008C-0000 31 Marshland Road; R510-008-000-0360-0000 27 Marshland Road; and R510-008-000-0361-0000 25 Marshland Road.

This being the same property conveyed to the **Grantor** by deed of Tidelands Bank dated 22 June 2015 and recorded 24 June 2015



©2018 Chester C. Williams, LLC  
\\CCWLAW10\Data\Clients\Active\01792-007 B Hammel Sale\2018-05-22 LWD.docx

in Record Book 3409 at Page 1724; by deed of Charles E. Houston, Jr., Cornelia H. Hall, Mary Annette Houston and Jeanne H. Houston dated 23 June 2015 and recorded 7 July 2015 in Record Book 3412 at Page 462; and by deed of Carol P. Gordon a/k/a Carol Patterson Gordon dated 30 March 2016 and recorded 15 April 2016 in Record Book 3476 at Page 1333 in said Register of Deed's Office.

This deed was prepared in the Law Office of Chester C. Williams, LLC, Post Office Box 6028, Hilton Head Island, SC 29938, by Chester C. Williams, Esquire, without benefit of title examination.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the **Grantee**, its successors and assigns, forever.

AND the **Grantor** does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the **Grantee**, its successors and assigns, against itself and its successors and assigns lawfully claiming or to claim the same, or any part thereof.

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**



©2018 Chester C. Williams, LLC  
\\CCWLAW10\Data\Clients\Active\01792-007 B Hammel Sale\2018-05-22 LWD.docx



Exhibit 5

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE # 2018-CP-07-0 1559

Charles E. Houston, Jr.

Plaintiff

Vs

Dean B. Bell, individually; Law Offices  
of Dean B. Bell, LLC., and B. Hammel  
Properties, LLC

Defendants

**COMPLAINT**

Collateral Attack on  
Case # 2011-CP-07-05141  
Action to Quiet Title

2018 JUL 31 AM 11:53  
JENNIFER R. HARRIS  
CLERK OF COURT  
BEAUFORT COUNTY

Comes now the Plaintiff, Charles E. Houston, Jr. who would respectfully show unto the Court the following:

**Summary of Action**

The Plaintiff, Charles E. Houston, Jr. along with his siblings: Cornelia H. Hall, Mary Annette Houston and Jeanne H. Houston were heretofore tenants in common with each possessing a one fourth (1/4) undivided interest in the property (a three-acre tract with improvements bordered on Broad Creek) subject to this action. That in Civil Action # 2011- CP-07-5141 the siblings as plaintiff brought an action for the Partition and sale of the property against their brother; the plaintiff herein. In that action the court authorized Cornelia H. Houston to have complete authority in selecting a real estate broker agreeing to the sales price and signing a deed on behalf of all the siblings. In effect the Order granted her the power of attorney in fact. The property with improvements was sold for \$385000 in 2015. The Beaufort County, SC Tax Assessors Office assessed value for the property with Improvements was \$487,000 in 2014.

This action is a collateral attack challenging the validity of the court's order in the partition action. The plaintiff challenges (1) the validity of the order as deficient on its face (2) due process violations and extrinsic fraud committed in the fraudulent procurement of the order, (3) lack of person and subject matter jurisdiction of the Master in Equity (4) the sale was never approved by the court and (5) that the Plaintiff was deprived of his property without the due process of law and the equal protection of the laws

as such is repugnant to and in violation of Article 1 Section 3 of the South Carolina Constitution (6) for the reformation or rescission, of the deed (7) to set aside or modify the order of the Master in Equity (8) a declaratory action to quiet title to the property confirming a present fee simple ¼ undivided interest as a tenant in common to the plaintiff.

1

#### PARTIES

The defendant, Dean B. Bell is a citizen and resident of Beaufort County, SC and practices as an attorney with the Law offices of Dean B. Bell, LLC.

2

The Law offices of Dean B. Bell, LLC is located on Hilton Head Island, Beaufort County, SC and served as the attorney for the Plaintiffs, Cornelia H. Hall, Mary Annette Houston and Jeanne H. Houston in Civil Action # 2011-CP-07-5141. (Cornelia H. Hall et. Al. V. Charles E Houston, Jr., the plaintiff herein.

3

That B. Hammel Properties, LLC is a Limited Liability Corporation chartered under the laws of South Carolina and was the grantee of a deed executed by Cornelia H. Houston on June 23, 2015 purporting to convey the fee simple interest of Cornelia H. Hall, Mary Annette Houston, Jeanne H. Houston and Charles E. Houston, Jr. to the property that is the subject of this action herein.

4

That the property that is the subject matter of this action is located on Hilton Head Island, Beaufort County, SC with a residential address of 31 Marshland Road. The property is more particularly described as follows:

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, South Carolina, shown and designated as Lot 3, being 0.390 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. S424, and dated August 22, 1985. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

and also

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, South Carolina, shown and designated as Lot 4, being 2.998 acres, more or less, on a plat entitled "Plat Prepared for The Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson,

P.L.S., S.C. 5424, and dated August 22, 1985. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

This being the same property conveyed by Cornelia H. Houston, et.al. to B. Hammel Properties, LLC dated June 13, 2015 and recorded in the office of the register of Deeds in Deed Book 3412 at Page 462 on July 7, 2015.

Beaufort County DMP#: R510-008-000-008C-0000

5

That the validity of the Order filed by the Master in Equity for Beaufort County, SC dated July 15, 2013 and the Order ending case filed on July 19, 2013 in Cornelia H. Hall et. al. V. Charles E. Houston, Jr., Civil Action # 2011- CP-07-5141 are challenged in this action. (See Order attached as Exhibit 1 to the complaint.

6

That the parties hereto, the property herein and all matters herein after alleged; are properly within the jurisdiction of this court.

FOR A FIRST CAUSE OF ACTION

IN THE NATURE OF A COLLATERAL ATTACK AND PETITION TO VACATE A VOID JUDGMENT IN  
CASE 2011 -CP-07-05141

Lack of Jurisdiction of the Master in Equity

7

The plaintiff is informed and believes that the Courts of Common Pleas of South Carolina has jurisdiction over actions for partition of real property as provided by S.C. Code. Ann. § 15-61-60.

8

The plaintiff is informed and believes that the Master In Equity Court is the only South Carolina court in which no action may be initiated. Each case heard by the Master-in-Equity Judge is assigned by the Circuit Court, using a procedural device known as an Order of Reference.

9

The plaintiff is further informed and believes that under the provisions of SCRCP Rule 71(a) that actions to foreclose liens or obtain partition of real property shall be tried by the court and shall ordinarily be referred to a master pursuant to SCRCP Rule 53.

10

That SCRCP, Rule 53 provides for the following: to wit:

*(a) Master and Special Referee Defined. The term "master" means the master-in-equity for the county. The term "special referee" means a member of the South Carolina Bar to whom a matter has been referred under S.C. Code Ann. § 14-11-60.*

*(b) References. In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case. Any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, the matter shall be returned to the circuit court. A case shall not be referred to a master or special referee for the purpose of making a report to the circuit court. The clerk shall promptly provide the master or special referee with a copy of the order of reference.*

*(c) Powers. Once referred, the master or special referee shall exercise all power and authority which a circuit judge sitting without a jury would have in a similar matter.*

11

That an Order of Reference was never issued by the Court of Common Pleas and therefore the Master In Equity never acquired jurisdiction of the case. (See Beaufort County Fourteenth

Judicial Circuit Public Index) attached as Exhibit 2. Further, as corroboration of this the Master In Equity's Final Order makes no recitation of an Order of Reference.

12

Pursuant to SECTION 15-53-20 Codes of Laws for South Carolina Plaintiff alleges that the Master in Equity never having acquired personal or subject matter Jurisdiction of the case Cornelia H. Hall v. Charles E. Houston, Jr. Case # 2911-CP-07-05141 challenges the validity of all the proceedings held by the Master-in Equity to be null and void ab initio. The order is void and is a nullity.

13

The plaintiff is informed and believes and alleges that SCRCP Rule 60(b)(4) of the South Carolina Rules of Civil Procedure provides, "On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding" if "the judgment is void." Additionally, an action to set aside a judgment procured by fraud was not barred by the one-year time limit found in § 15-27-130. Center v. Center, 269 S.C. 367, 237 S.E.2d 491 (1977). The Court reasoned that the statute by its terms applied only to relief from judgment on grounds of "mistake, inadvertence, or excusable neglect." Since fraud was not enumerated in the statute of limitation, the statute did not apply. *Id.* at 370, 237 S.E.2d at 493; *see also* South Carolina Dept. of Social Services. v. Durham, 274 S.C. 222, 262 S.E.2d 49 (1980).

14

The Plaintiff is informed and believes that when a court grants relief, which under the circumstances it hasn't any authority to grant, its judgment is to that extent void. "1 Freeman on Judgments, 120c." Further, that a void judgment is no judgment at all and is without legal effect." Jordon v. Gilligan, 500 F.2d 701, 710 (6th Cir. 1974) "a court must vacate any judgment entered in excess of its jurisdiction." Lubben v. Selective Service System Local Bd. No. 27, 453 F.2d 645 (1st Cir. 1972).

**FOR A SECOND CAUSE OF ACTION**

---

(That the Master In Equity had no authority and lacked jurisdiction to change or modify a prior Order of the Court of Common Pleas.)

15

For a second cause of action the plaintiff realleges paragraphs 1 through 14 as if fully set forth herein.

16

Upon the plaintiff's Cornelia H. Hall's Motion for Summary Judgment, held before the presiding Judge of the Court of Common Pleas, the Court ruled, among other matters, by Order dated September 4, 2012, that the Partition action would proceed by auction at public sale and there were matters alleged in the complaint that were within the exclusive jurisdiction of the Probate Court; but permitted plaintiffs to amend their complaint consistent with the Court's ruling.

17

The Court's ruling was supported by the case of Zimmerman v. Marsh 365 S.C. 383 618 S.E.2d 989 and Pruitt v. Pruitt 298 S.C. 411, 380 S.E.2d 862. Both cases hold that where neither partition in kind or allotment may be had, public sale is required.

18

That at the hearing held before the Master in Equity, the Court permitted the plaintiffs to proceed to introduce evidence and testify to matters not alleged in their amended complaint. This allowance of the Master inequity was in derogation and contrary to the previously issued Circuit Court Order.

19

Plaintiff is informed and believe predicated upon the case holdings in Wachovia Bank of S.C. v. Player, 341 S.C. 424, 535 S.E.2d 128 (2000) the Federal case of Calloway v. Ford Motor Co., 281 N.C. 496, 189 S.E.2d 484 (1972) and a state case from our same federal Fourth Judicial Circuit, being, First Fin. Ins. Co. v. Commercial Coverage Inc., 154 N.C. App. 504, 572 S.E.2d 259, 262 (2002) that it is illegal and against the tenets of the judicial system for a Master in Equity to set aside the prior Order of the presiding judge of the Court of Common Pleas.

20

Plaintiff is informed and believes that the Master in Equity being prohibited from overruling the prior Order of the Court of Common Pleas providing for a public sale lacked jurisdiction to order the property sold by private sale.

**FOR A THIRD CAUSE OF ACTION**

(Due Process Violations)

21

For a third cause of action plaintiff realleges Paragraphs 1 through 20 of the Complaint as if fully set forth herein.

22

The plaintiff was denied due process of law by relying upon the Order of the Court of Common Pleas ordering a public sale of the property and the Master in Equity disavowing that Order and addressing issues beyond the context of the plaintiff's amended complaint. This was prejudicial to the plaintiff as he came to the hearing not prepared to properly respond to those issues; especially to have the property sold by private sale.

23

The plaintiffs due process rights were abridged by the Plaintiff's attorney, Dean B. Bell, who placed in the court's official file materials consisting of his notes, argumentative memorandums and calculations not received into evidence. Plaintiff alleges that this was done to improperly influence the decision of the fact finder; the Master in Equity. Upon the Master in Equity reviewing and considering the case in chambers he would review the contents of the file. This practice is a blatant way of having an ex parte communication with the court to improperly and impermissively influence the Master in Equity.

24

The Plaintiff's due process rights were also abridged by attorney Bell, by his submitting a proposed order to the Master in Equity who had stated at the end of the hearing that he would take the case under advisement and issue his ruling. There was no copy of any communication

from the Master in Equity to Attorney Bell requesting him to prepare an order sent to the plaintiff. Likewise, Attorney Bell, did not furnish plaintiff with a copy of the proposed order to provide him with an opportunity to respond.

25

Plaintiff is informed and believes that *SCRPC* Rule 5(b)(3) requires counsels to provide all counsels of record and unrepresented parties a copy of motions and any communication directed to the court. The Rule is set forth as follows:

*5(b)(3) Service of Proposed Orders and Other Papers. Any party providing a proposed order, proposed findings of fact or conclusions of law, or proposed judgment or other paper to the court for its consideration in any pending matter shall serve the same on all counsel of record at the same time and by the same means.*

26

This Rule 5(b)(3) was not complied with and stands as a serious encroachment upon plaintiff's due process rights and non-compliance with this rule pollutes our justice system. *In Re Cheatham* 390 S.C.439 702 S.E.2d 5599 (2010) a lawyer was reprimanded for submitting a proposed order to a judge without service on opposing counsel.

27

Plaintiff is informed and believes this was done to mislead the Court. When the Master in Equity saw the proposed order on his desk, he reasonably assumed that he had requested Attorney Bell to prepare it and seeing no objections having been submitted by the plaintiff to the proposed Order as it was submitted, unwittingly, signed and filed it as the court's order. Plaintiff notes the *Canon 3* of the Code of Judicial Conduct which requires the court to give each party an opportunity to respond to proposed findings submitted by another party.

28

That further, Attorney Bell, without furnishing a copy to the plaintiff submitted a proposed Order Ending Case to the Master in Equity who upon receipt signed it as an order. A copy of the Order was never served upon the Plaintiff and has prejudiced his opportunity to file a direct appeal.

29

Plaintiff is informed and believes that the above actions by Attorney Bell constituted both an extrinsic fraud upon the court and denied the plaintiff his due process rights as provided by law to his prejudice. Like *Cheatham, In Re White* 328 S.C. 88 492S.E.2d 82, a lawyer was reprimanded for sending an exparte communication consisting of a letter to a Judge discussing the facts and merits of the action without sending a copy to opposing counsel.

30

Plaintiff is informed believes and alleges that A judgment may be set aside on the ground of extrinsic fraud. *Corley v. Centennial Const. Co.*, 247 S.C. 179, 146 S.E.2d 609 (1966). Extrinsic fraud is collateral or external to the trial of the matter. *Mr. G. v. Mrs. G.*, 320 S.C. 305, 465 S.E.2d 101 (Ct. App. 1995). It is "fraud that induces a person not to present a case or deprives a person of the opportunity to be heard." *Hilton Head Center of South Carolina, Inc. v. Public Service Comm'n*, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987).

31

Plaintiff is informed and believes that this is a taking of his property rights appurtenant to his ownership rights to the property without the exercise of due process of law that stands in violation and abridges the plaintiff's rights afforded under Article 1 Section 3 of the South Carolina Constitution.

#### FOR A FOURTH CAUSE OF ACTION

(Ultra- Virus Ruling of the Master in Equity without requiring judicial approval of the sale)

32

For a Fourth Cause of Action plaintiff realleges Paragraphs 1 through 30 as if fully set forth herein.

33

Though not requested or otherwise presented as a prayer for relief in the Amended Complaint or any testimony given upon the matter, the order of this court provided for Cornelia H. Hall, who had been a client of Attorney Bell in other matters; to be appointed the sole

representative of the siblings in procuring the services of a realtor and contracting for the sale of the property to the explicit exclusion of the plaintiff and without the order setting forth the fair market value of the property and the minimum amount that it could be sold at a private sale. As a practical matter, the order conveyed to Cornelia H. Hall, power of attorney in fact for the plaintiff without his consent and to his prejudice and detriment; as Cornelia H. Houston agreed to and sold the water front property with improvements below its fair market value. She further agreed to pay Charter One Realty a 10 percent commission rather than the industry standard 6 percent commission on the selling price of the home. Additionally, excessive fees were paid to her attorney for closing costs. This ruling was *ultra vires* and an abuse of power. That the property was sold at such a recorded low sales price that it creates a reasonable presumption that a separate pecuniary consideration was paid to Cornelia H. Hall to obtain her sole unilateral agreement for the purchase price.

34

Plaintiff is informed and believes that the Master in Equity ruling was both an abuse of discretion and ordered in an *ultra vires* manner; exceeding the jurisdictional and statutory powers of the Equity Court. Even if the Master in Equity is rightfully within his competence in considering an issue, there are a variety of actions that may be taken which may be considered abusive. There is no such thing as an unfettered or absolute equitable power. In this regard, equity law should function as a shield protecting the constitutional rights of citizens. Key Corporate Capital, Inc. v County of Beaufort 673S.C. 55, 644 S.E.2d 675 (2007)

35

Plaintiff is further informed and believes that the Master in Equity further exacerbated his abuse of discretion and *ultra vires* ruling by not requiring an offer for sale of the real property to be approved by the Master in Equity and for an accounting. This is a required practice in the South Carolina Probate Courts. (See SC Code § 62-3-1309 ".....sell the same at private sale upon such terms and conditions as the court may impose" and SC Code § 62-3-1311 "..... account showing the distribution of the funds received." "Equity follows the law.")

36

The plaintiff is informed and believes and alleges that an order that exceeds the

jurisdiction of the court is void and can be attacked in any proceeding in any court where the validity of the judgment comes into issue. (See Rose v. Himely 4 Cranch 241, 2 L.ed 608; (1808) Pennoyer v. Neff 95 US 714, 24 L.ed 565 (1877); Thompson v. Whitman 18 Wall 457, 21 L.ed 897(1873); Windsor v. McVeigh 93 US 274, 23 L.ed 914(1876); McDonald v. Mabee 243 US 90, 37 S.ct 343, 61 L.ed 608. (1917).

FOR A FIFTH CAUSE OF ACTION

ACTION FOR RESCISSION OR MODIFICATION OF A DEED AND TO QUIET TITLE

37

As a Fifth Cause of Action plaintiff realleges Paragraphs 1 through 36 of the Complaint as if fully set forth herein.

38

Plaintiff alleges that predicated upon the foregoing facts that the Order of the Master in Equity, among other irregularities raised in this complaint, granting Cornelia H. Hall, the sole and unilateral discretionary authority to convey the plaintiff's twenty-five percent undivided interest in the property to the purchasers; B. Hammel Properties, LLC is void.

39

Plaintiff alleges that, the deed purporting to convey the interest in the property that is the subject of this action is void *non pro tunc or abinitio* and is rescinded.

40

That plaintiff comes before this court with clean hands as he has received no consideration from the sale of the property.

41

The Plaintiff alleges and requests the Court to find that the Plaintiff is vested with a twenty-five percent (25%) undivided interest in the property subject to this action with B. Hammel Properties, LLC having acquired the interest of Cornelia H. Hall, Mary Annette Houston and Jeanne H. Rosero ; constituting a seventy-five (75%) undivided interest in the property.

## FOR A SIXTH CAUSE OF ACTION

(Wrongful Ouster as to the defendant, Dean B. Bell and the Law offices of Dean B. Bell, LLC)

### Scope of Action

This is a common law action for disseizen, unlawful ejection, and ouster. This is also a civil rights action for the redress of grievances and for the denial and unlawful abrogation of constitutional rights provide under the United States Constitution, specifically the Fourth Amendment, for unlawful seizure of property; the Fifth Amendment, based on the deprivation of property without due process of law, a denial of access to property, and the taking of property without just compensation; the Thirteenth Amendment, for "those fundamental rights" which are the essence of civil freedom,. Title 18 USC §241 (conspiracy against civil rights; Title 18 USC §242, deprivation of Rights under color of law. (See 42 USC §1983); Conspiracies to Interfere With Civil Rights (See 42 USC §1985); Conspiracy Against Rights of Citizens (See 18 USC §241); Deprivation of Rights Under Color of Law, (See 18 USC §242); The Jurisdictional Statue for Civil Rights Cases (See 28 USC §1443); Plaintiffs further bring this action for compensatory damages, punitive damages and attorney's fees pursuant to 42 USC §1983 and 42 USC §1988 for violations of their civil rights, as said rights are secured by said statutes and the Constitutions of the State of South Carolina and the United States.

42

For a sixth cause of action plaintiff realleges Paragraphs 1 through 41 of the complaint as if fully set forth herein.

43

That the Plaintiff heretofore occupied and held rightful possession of the property subject to this action.

44

That Dean B. Bell and the Law Offices of Dean B. Bell, LLC actions (herein above set forth) by extrinsic fraud committed upon the court and in violation of the plaintiff's due process rights procured an Order from the Master in Equity for Beaufort County, SC for the firm's client to sell the property and oust the plaintiff from the property.

45

That as a proximate result of the actions of the defendants, plaintiff was required to surrender occupancy and leave the property; all to his detriment and damages.

46

On information and belief, Plaintiffs allege that Defendants have conspired to acted willfully, maliciously, oppressively and in conscious disregard for the rights of the Plaintiff and as such, Plaintiff is entitled to punitive damages.

47

FOR A SEVENTH CAUSE OF ACTION

(Waste as to the defendant B. Hammel Properties, LLC.)

For a Seventh Cause of Action Plaintiff realleges Paragraphs 1 through 46 of the Complaint as if fully set forth herein.

48

Since the Plaintiff's ouster the defendant, B. Hammel Properties and its agents and servants have taken complete control of the premises and have wrongfully caused or permitted

acts of waste to the Improvements on the property, plunder pillaging, theft or removal of vehicles and personal items and disparagement to be committed with respect to this premises and the improvements thereon; all to the damage of the Plaintiffs.

49

The plaintiff seeks damages against this defendant to such sum as the finder of fact may determine.

**PRAYER FOR RELIEF**

Wherefor plaintiff prays for a finding, ruling and Judgment from the Court upon the following

First: That an Order of Reference was never issued by The Court of Common Pleas transferring Jurisdiction of Civil Action # 2011- CP-07-05141 with finality to the Master in Equity.

Second: That the Master in Equity never acquired jurisdiction of Civil Action # 2011- CP-07-05141 and that all proceedings, actions and orders issued by the Master in Equity in that case are void.

Third: That the Order of the Court of Common Pleas dated September 4, 2012 ordering that the partition action would only proceed by public sale could not be subsequently changed or modified by the Master in Equity.

Fourth: That any modification of the Court of Common Pleas Order by the Master in Equity is void *ab initio*; particularly the master in Equity's order dated July 19, 2013 in Civil Action # 2011- CP-07-05141.

Fifth: That the defendant, Dean B. Bell and the Law Offices of Dean B. Bell, LLC engaged in ex parte communications with the court, contrary to law.

Sixth: That the ex parte communications with the court by counsel constitutes extrinsic fraud entitling the aggrieved party to relief of Judgment by setting aside the Order of the Master in Equity>

Seventh: That the Court finds that the legal processes committed in Civil Action # 2011- CP-07-5141 while before the Master In Equity were contrary to law and constitutes an Improper Infringement upon the due process rights of the defendant in those proceedings and should be voided.


Eighth: That the deed purporting to convey the Interest of Charles E. Houston, Jr. by deed signed by Cornelia H. Hall to B. Hammel Properties LLC is to be rescinded in that respect and confirmed as to the other grantees of the deed.

Ninth: That Charles E. Houston, Jr. remains vested with fee simple title for an undivided twenty-five percent (25%) interest in the property subject to this action.

Tenth: That the Plaintiff was wrongfully ousted from occupying the premises as a proximate result of his denial of due process and is entitled to damages from the defendant, Dean B. Bell and the Law Offices of Dean B. Bell.

Eleventh: That the plaintiff is entitled to damages as afforded by pursuant to 42 USC §1983 and 42 USC §1988 for violations of their civil rights, as said rights are secured by said statutes and the Constitutions of the State of South Carolina and the United States upon a separate hearing on damages in the face of the rampant fraud involved throughout the proceeding

Respectfully submitted:



Charles E. Houston, Jr.  
Plaintiff, *Pro Se*  
100 Shady Brooke Walk  
Fayetteville, Georgia 30214  
8433-684-0211  
[Charlesehouston@icloud.com](mailto:Charlesehouston@icloud.com)

July 23, 2018

Fayetteville, Georgia



EST. 1787

Beaufort County  
Fourteenth Judicial Circuit Public Index



Beaufort County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Switch View

Case Number:	2011CP0705141	Court Agency:	Beaufort County Common Pleas	Filed Date:	12/07/2011
Case Type:	Common Pleas	Case Sub Type:	Partition 400	File Type:	Non-Jury Status: Disposed
Judge:		Disposition Date:	07/19/2013	Disposition Judge:	Dukes, Marvin H III
Original Source Doc:		Original Case #:			

Cornelia H Hall, Plaintiff, et al vs Charles E Houston Jr

Judgment Number:

Court Roster:

Case Parties	Judgments	Tax Map Information	Associated Cases	Actions	Financials
Name	Description	Type	Motion Roster	Begin Date	Completion Date
Hall, Cornelia H	Satisfaction of Judgment	Filing		07/22/2013 13:47	
Houston, Charles E Jr	Remittitur From Court Of Appeals	Filing		03/12/2014 15:48	
Houston, Charles E Jr	Notice of Appeal (9/11/13 MIE Order), Cert/Mailing	Action		09/27/2013 16:57	
Houston, Charles E Jr	Order re: Defs Mot for Reconsideration 7/30/12, denied	Order		09/11/2013 09:30	09/11/2013-09:30
Houston, Charles E Jr	Motion for Reconsideration; Cert Mailing	Motion		07/30/2013 15:42	09/10/2013-15:42
Hall, Cornelia H	Final Order	Order		07/19/2013 15:55	
Hall, Cornelia H	Petition and Affidavit/Attorney Fees	Filing		05/31/2013 16:45	07/19/2013-16:45
Hall, Cornelia H	Notice of Hearing MIE 5-22-13-Crt Mlg Def 3-21-13	Filing		03/22/2013 10:40	07/19/2013-10:40
Houston, Charles E Jr	Answer to 1st Amd Complaint	Filing		11/20/2012 14:26	07/19/2013-14:26
Hall, Cornelia H	Summons & 1st Amd Complaint	Filing		10/04/2012 11:52	07/19/2013-11:52
Hall, Cornelia H	Order re: motion to Compel, Motion for Summ Jmt and Ord	Order		09/04/2012 14:17	08/20/2012-14:17
Hall, Cornelia H	Motion/Summary Judgment	Motion		05/04/2012 13:27	08/10/2012-10:56

Hall, Cornelia H	Motion/Refer to Master	Motion		06/04/201219:21	08/10/2012-10:53	
Hall, Cornelia H Motion/Compel and Motion for Sanctions				06/04/2012-13:21	08/10/2012-10:55	
Hall, Cornelia H	Order re: Pl. Motion to Compel on 5/15/12	Order		05/30/201211:57	05/24/2012-11:57	
Hall, Cornelia H	Notice of Hearing 5/15/12 before MIE: Crt Srv on Def on	Filing		04/30/201209:37	07/19/2013-09:37	
Hall, Cornelia H	1st Amended Motion to Compel	Filing		04/09/201215:16	07/19/2013-12:27	
Hall, Cornelia H	Aff Svc 2nd Req Discovery on Def 2/15/12	Filing		03/29/201213:19	07/19/2013-13:19	
Hall, Cornelia H	Aff Svc Req Discovery on Def 1/10/12	Filing		03/29/201213:18	07/19/2013-13:18	
Hall, Cornelia H	Motion/Compel	Motion		03/20/201214:14	05/15/2012-09:36	
Hall, Cornelia H	Corrected Aff Srv LP/SC etc on Charles Houston 12/11/11	Filing		03/07/201209:34	07/19/2013-09:34	
Hall, Cornelia H	Aff Srv LP/SC etc on Charles Houston on 2/11/12	Filing		02/17/201210:04	07/19/2013-10:04	
Houston, Charles E Jr	Answer; Crt Svc on Counsel on 2/10/12	Filing		02/14/201216:31	07/19/2013-16:31	
Houston, Charles E Jr	Notice of Appearance by counsel (Charles Houston) Pro Se	Filing		01/11/201216:15	07/19/2013-08:41	
Hall, Cornelia H	Aff Svc SC/LP on Charles E Houston Jr on 12/11/11	Filing		12/13/201114:58	07/19/2013-14:58	
Hall, Cornelia H	Summons & Complaint	Filing		12/07/201116:22	07/19/2013-16:22	
Hall, Cornelia H	R510.0008.000.008M & R510.0008.000.008C	Filing		12/07/201116:20	07/19/2013-16:20	
Hall, Cornelia H	ADR/Alternative Dispute Resolution (Workflow)	Filing			07/19/201316:22	
Hall, Cornelia H	CHARLES E HOUSTON JRAPPNOA	Filing				
Hall, Cornelia H	CHARLES E HOUSTON JR-ORDER	Filing				
Hall, Cornelia H	CHARLES HOUSTON JR-NOTHRG	Filing				
Hall, Cornelia H	CHARLESEHOUSTONORDER	Filing				
Hall, Cornelia H	CHARLES HOUSTONANSWER	Filing				
Hall, Cornelia H	CHARLESEHOUSTONMRECON	Filing				
Hall, Cornelia H	CHARLES HOUSTONAPPFEE	Filing				

Hall, Cornelia H	CHARLES E HOUSTON JRREMCTA	Filing				
Hall, Cornelia H	CHARLES HOUSTONSAFSVC	Filing				
Hall, Cornelia H	CHARLES HOUSTONANSWER	Filing				
Hall, Cornelia H	CHARLES HOUSTONSAFSVC	Filing				
Hall, Cornelia H	HOUSTON-MCOMPL	Filing				
Hall, Cornelia H	HOUSTON-AMENDA	Filing				
Hall, Cornelia H	CHARLES HOUSTONSAFSVC	Filing				
Hall, Cornelia H	CHARLES E HOUSTON JRPRODES	Filing				
Hall, Cornelia H	CHARLES E HOUSTON JR-SUMCMP	Filing				
Hall, Cornelia H	CHARLES HOUSTONNOTHRG	Filing				
Hall, Cornelia H	HOUSTON-NOTAPP	Filing				
Hall, Cornelia H	CHARLES HOUSTONORDER	Filing				
Hall, Cornelia H	CHARLES HOUSTONAMSUMC	Filing				
Hall, Cornelia H	CHARLES HOUSTONSAFSVC	Filing				
Hall, Cornelia H	CHARLES HOUSTONSAFSVC	Filing				
Hall, Cornelia H	CHARLES HOUSTONORDER	Filing				
Hall, Cornelia H	HOUSTON-MSUMJM	Filing				
Hall, Cornelia H	HOUSTON-MCOMPL	Filing				
Hall, Cornelia H	HOUSTON-REFMIE	Filing				

Exhibit 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	CASE NO. 2011-CP-07-5141
Cornella H. Hall, Jeanne H. Hampton, and Mary A. Houston,	)	
	)	
Plaintiffs,	)	
vs.	)	FINAL ORDER
Charles E. Houston, Jr.,	)	
	)	
Defendant.	)	

2013 JUL 19 PM 2:18  
SHERIFF  
CLERK OF COURT

This matter came before me for final hearing on May 22, 2013 for final hearing in connection with the Plaintiffs Complaint which set forth causes of action for an accounting, conversion, contribution and partition by private sale. Present at the time of the hearing were Plaintiff Cornelia H. Hall and Dean B. Bell, Esq., attorney for the Plaintiffs and the Defendant, Charles E. Houston, Jr.

This action was commenced on December 7, 2011 by the Plaintiffs seeking an appropriate Order concerning property located on Hilton Head Island, South Carolina requesting and accounting as to rents received by the Defendant, requesting damages for conversion, requesting contribution from the Defendant for various costs associated with the property, and requesting that the Court approve a request that the property be listed for private sale and sold with any damages awarded deducted from the Defendant's share of any proceeds prior to distribution. Additionally, the Plaintiffs requested that the Defendant be ordered to vacate the property within a reasonable period of time not to exceed forty five (45) days, so that there would be no interference with the sale.

After hearing the testimony of the witnesses and reviewing the evidence offered, I find and conclude as follows:

1. The subject matter of this litigation is property located at 31 Marshland Road, Hilton Head Island, South Carolina 29926 ("Property"), and more particularly described as follows:

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, South Carolina, shown and designated as Lot 3, 0.390 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 22, 1995. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

and also

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton head Island, South Carolina, shown and designated as Lot 4, 2.998 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 23, 1995. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, south Carolina, in Plat Book 34 at Page 18.

Property I.D. Nos: R510-008-000-008M  
R510-008-000-008C

2. The Plaintiffs and Defendant acquired the property by deed of First Federal Savings and Loan Association of Charleston, Trustee of the Charles E. Houston, Sr. Revocable Trust w/a/d/3/6/1020, dated March 16, 2011, and recorded March 23, 2011, in Deed Book 3046 at Page 549 in the Office of the Registrar of Deeds for Beaufort County, South Carolina.
3. Based on the deeds submitted as evidence at the hearing, it appears that the Plaintiffs and Defendants hold fee simple title to the Property and all necessary parties were joined in this action.
4. According to the testimony of Ms. Hall, the Defendant both resides in and

operates his law office out of the Property, but has paid no rent or other consideration to the Plaintiffs for either use. The Defendant testified that he does in fact both reside and operate his law practice out of the Property and has paid no rents. The Defendant further testified that there is another occupant in the Property who also pays no rent.

5. Ms. Hall testified that she and her sisters have been attempting to get the Defendant to agree to list and sell the Property since October, 2010 but that he has refused to cooperate in that listing and instead continues to reside in and operate his business out of the Property but will pay no rent for that use, or even for the use by his tenant. The Defendant confirmed that he has not agreed to list and sell the property.
6. Ms. Hall further testified that there is no way to physically divide the property because of its size and configuration and the location of the improvements, which cannot themselves be subdivided. The Defendant did not offer any credible evidence disputing this testimony. The Property is not of sufficient size to be subdivided under the current zoning laws for Hilton Head Island and it would be physically impossible to divided the improvements. As such, partition by sale is the only available option.
7. This Court has a wide range of equitable options. The Plaintiffs have requested that the Court allow the Property to be listed for sale with a licensed broker and sold to maximize the value to the co-owners. Ms. Hall testified that she and her sisters have researched available brokers and determined that David Bachelder is a qualified person with whom to list the Property. It is undisputed that the parties would recognize significantly greater value from a private sale. A private sale is in the best interests of the parties and within the equitable powers of this Court to Order.
8. The Plaintiff testified that she and one of her sisters have paid the insurance on the Property since January, 2011, totaling \$2,123. The Defendant confirmed that he has not paid anything towards insurance. As such, the Defendant owes the Plaintiffs \$537.24 towards insurance from January, 2011 to present.
9. The Plaintiff testified that the 2011 property taxes for the Property were paid by advances from an Educational Fund, set up by the parties father. The amount paid was \$4,300, and this amount is to be reimbursed from the sale, prior to any distributions.
10. As confirmed by testimony, the Defendant operates his law practice out of the property but has paid no rent. Ms. Hall testified that based on her research, a reasonable

contribution to the Plaintiffs by the Defendant for rent is \$150 per month, taking into account the fact that the Defendant, as a co-owner of an undivided twenty-five percent (25%) interest, would also receive a share of any rents. Ms. Hall further testified that the Defendant has occupied the Property for thirty-three (33) months as his law office. Therefore, the Plaintiffs are entitled to rent in the amount of Four Thousand Nine Hundred Fifty Dollars (\$4,950) from the Defendant's share of the net proceeds of sale. This amount is to be deducted from the Defendant's share of the net proceeds of sale, prior to distribution, and distributed to the Plaintiffs in equal shares.

11. Ms. Hall testified that the Defendant has a tenant. The Defendant confirmed that someone lives in the house but testified that he receives no rent. However, it can be presumed that the Defendant receives some benefit from the Tenant's presence, if in fact rent is not being paid. Ms. Hall testified that based on her research, a reasonable rental amount that should be paid to the Plaintiffs by the Defendant based on imputed rent is \$300 per month. The reasonableness of this amount was not disputed by the Defendant. Ms. Hall requested that she and the other Plaintiffs be awarded the sum of \$300 per month for thirty three (33) months, or Nine Thousand Nine Hundred Dollars (\$9,900) for the tenant's rent. This amount is to be deducted from the Defendant's share of the net proceeds of sale, prior to distribution, and distributed to the Plaintiffs in equal shares.

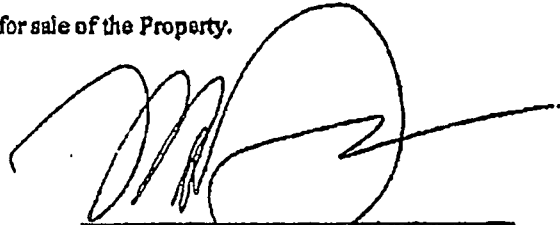
12. Ms. Hall testified that the Defendant has occupied the house to the exclusion of other owners without paying any rent. The Defendant admits that he lives in the Property and pays no rent. Given the small size of the house as described by both Ms. Hall and the Defendant, it is apparent that use as a law office, plus occupancy by the Defendant and the Defendant's tenant clearly precludes occupancy by anyone else. Moreover, the Plaintiffs are not residents of Beaufort County. The Defendant argues that he should not have to pay rent to occupy property he owns. However, it is undisputed that the Defendant only owns an undivided twenty five percent (25%) interest in the Property. If the Defendant did not occupy the Property, it would be rented and the proceeds distributed in accordance with ownership. Ms. Hall testified that based on her research, a reasonable amount that the Defendant should pay the Plaintiffs to live in the house as a residence is Three Hundred Fifty Dollars (\$350) per month. While the Defendant disputed any requirement that he should have to pay rent at all, he did not dispute the

Defendant continues to occupy the property, an additional sum of Eight Hundred Dollars (\$800) shall accrue for each month to be deducted from the Defendant's share of the net proceeds of the sale, which will also be paid directly to the Plaintiffs in equal shares.

16. The Defendant is further ordered to cooperate fully with the Plaintiffs and any and all agents and contractors selected or hired by them in connection with the listing and sale of the property. He is expressly ordered to no attempt in any way to interfere with any prospective buyer in any form or fashion, including but not limited to making disparaging or discouraging comments about title to the Property, any condition of the Property, and value of the Property, or any potential restrictions for use of the Property. In short, he is not to make negative comments at all regarding the Property, or the Plaintiffs, or any of agent or contractor selected or hired in connection with the sale of the Property. He is not to interfere with or move the "For Sale" sign or the lockbox place on the door to provide access. Ms. Hall agrees to instruct any agent or contractor to provide at least two hours notice prior to entry during the hours of 8:00 am to 8:00 pm Monday through Friday, and at least four hours notice prior to entry between 8:00 am and 8:00 pm on weekends. It is understood that entry before 8:00 am or after 8:00 pm shall only be with the Defendant's agreement. Any hearing on any motion pertaining to a breach or violation of this Paragraph shall be considered urgent and may be heard on twenty four hours notice. In the event that the Defendant does not cooperate or violates this provision of the Order in any way and such is demonstrated by Affidavit or testimony in the Court, the Defendant shall be subject to punishment for contempt and in addition, shall be required to pay all costs incurred including any attorneys' or expert witness fees, and the travel costs incurred by any Plaintiff.
17. The Defendant shall vacate the Property completely within thirty (30) days notice of the receipt of any signed contract for sale of the Property.

**IT IS SO ORDERED.**

July 16, 2013



The Honorable Marvin H. Dukes, III  
Master in Equity for Beaufort County,  
South Carolina

Exhibit 6

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE # 2018-CP-07-0/559

2018-CP-07-383

Charles E. Houston, Jr.  
Plaintiff

Vs

Dean Bell, individually; Law Offices  
of Dean Bell, LLC. and B. Hammel  
Properties, LLC

Defendants

LIS PENDENS

2019 JUL 31 11:33  
JERRI ANN BENTLEY  
CLERK OF COURT  
BEAUFORT COUNTY  
SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that an action for THE QUIETING OF TITLE, RECISSION OF DEED AND FURTHER RELIEF

is being commenced and will be pending in the Court of Common Pleas for the County and State aforesaid which affects title to the real estate described as follows: That the property which is the subject of the action herein is situated lying and being in Hilton Head Island, Beaufort County, State of South Carolina, and is more particularly described as follows:

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, South Carolina, shown and designated as Lot 3, being 0.390 acres, more or less, on a plat entitled "Plat Prepared for the Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 22, 1985. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

and also

ALL that certain piece, parcel, or tract of land situate, lying, and being on Hilton Head Island, South Carolina, shown and designated as Lot 4, being 2.998 acres, more or less, on a plat entitled "Plat Prepared for The Heirs of Alex Patterson", prepared by Sea Island Engineering, Inc., Benjamin Wilson, P.L.S., S.C. 5424, and dated August 22, 1985. For a more complete description as to courses, metes, and bounds, reference is made to said plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 34 at Page 18.

This being the same property conveyed by Cornelia H. Houston, et.al.to B. Hammel Properties, LLC dated June 13, 2015 and recorded in the office of the register of Deeds in Deed Book 3412 at Page 462 on July 7, 2015.

Beaufort County TMP#: R510-008-000-008C-0000

Respectfully submitted:



Charles E. Houston, Jr.  
Plaintiff, *Pro Se*  
100 Shady Brooke Walk  
Fayetteville, Georgia 30214  
8433-684-0211  
[Charlesehouston@icloud.com](mailto:Charlesehouston@icloud.com)

July 23, 2018

Fayetteville, Georgia

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

**RECEIVED**

Edgar W. Dickson, Circuit Court Judge

**FEB 28 2020**

**SC Court of Appeals**

Case No. 2018-CP-07-1559

Charles E. Houston, Jr.....Appellant,

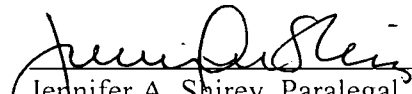
v.

Dean B. Bell, individually;  
Law Offices of Dean B. Bell, LLC; and  
B. Hammel Properties,  
LLC.....Respondents.

**PROOF OF SERVICE**

I certify that I have served the foregoing Return of the Respondent B. Hammel Properties, LLC to the Appellant’s Motion to File Appellant’s Initial Brief Out of Time on the Appellant, Charles E. Houston, Jr. by having a copy deposited in the United States Mail, postage prepaid, on February 28, 2020 addressed to Mr. Charles E. Houston, Jr., 100 Shady Brooke Walk, Fayetteville, Georgia 30214.

I further certify that I have served the foregoing Return on the Respondent Dean B. Bell, individually and the Respondent the Law Offices of Dean B. Bell, LLC by having a copy deposited in the United States Mail, postage prepaid, on February 28, 2020, addressed to Dean B. Bell, 6120 College Street, Ste. D121, Beaumont, Texas 77707.

  
Jennifer A. Shirey, Paralegal  
Adams and Reese LLP

# ADAMS AND REESE LLP

February 28, 2020

Via Hand Delivery

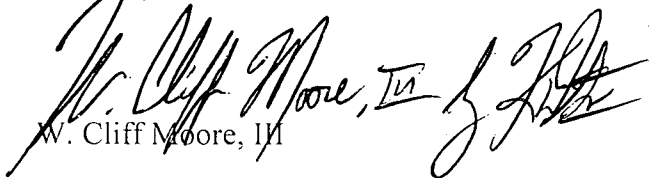
The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
1220 Senate Street  
Columbia, South Carolina

RE: *Charles E. Houston, Jr. v. Dean B. Bell, et al.*  
Appellate Case No. 2019-001676  
A&R File No. 050168-000411

Dear Ms. Kitchings:

I have enclosed the original and seven (7) copies of the Respondent B. Hammel Properties, LLC Return to the Appellant's Motion to File Initial Brief and Designation of Matters Upon Appeal Out of Time and Proof of Service for filing in the referenced case. I would appreciate your returning a received copy to me via my courier.

Sincerely,

  
W. Cliff Moore, III

WCMIII/jas

Enclosure(s)

cc: *via U.S. Mail w/encl.*  
Mr. Charles E. Houston, Jr.  
Dean B. Bell, Esq.  
Thomas C. Taylor, Esq.

**RECEIVED**

FEB 28 2020

SC Court of Appeals

Attorneys at Law

Alabama

Florida

Georgia

Louisiana

Mississippi

South Carolina

Tennessee

Texas

Washington, DC

W. Cliff Moore III

Direct: 803.212.4956

E-Fax: 803.343.1248

cliff.moore@arlaw.com

# ADAMS AND REESE LLP

February 28, 2020

Via Hand Delivery

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
1220 Senate Street  
Columbia, South Carolina

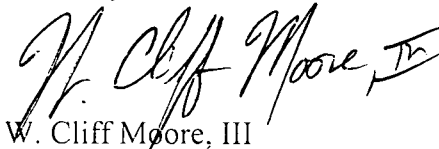
RE: *Charles E. Houston, Jr. v. Dean B. Bell, et al.*  
Appellate Case No. 2019-001676  
A&R File No. 050168-000411

Dear Ms. Kitchings:

I have enclosed the original and seven (7) copies of Exhibits 1 through 6 which are to be attached to the Respondent B. Hammel Properties, LLC Return to the Appellant's Motion to File Initial Brief and Designation of Matters Upon Appeal Out of Time, which was hand delivered earlier today. Please attach these exhibits to the Return. I would appreciate your returning a received copy with my firm's courier.

I appreciate your assistance with this matter.

Sincerely,



W. Cliff Moore, III

WCMIII/jas

Enclosure(s)

cc: *via U.S. Mail w/encl.*  
Mr. Charles E. Houston, Jr.  
Dean B. Bell, Esq.  
Thomas C. Taylor, Esq.

**RECEIVED**  
FEB 28 2020  
SC Court of Appeals