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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SEP 02 2020

SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

Appellate Case No. 2017-002517

Fine Housing, Inc.,

Appellant,

v.

William H. Sloan, Jr.,

Respondent.

APPELLANT'S PETITION FOR REHEARING

PETITION FOR REHEARING

Pursuant to Rule 221, SCACR, Appellant petitions the Court for rehearing of this case. The Court decided the case after oral argument and issued its *per curium* opinion on August 19, 2020. Respondent respectfully submits that the Court overlooked or misapprehended material points of fact or law in its opinion upon consideration of which the Court should reverse the part of the decision which disqualifies Charles S. Altman from representing Appellant at trial or in the alternative amend the Order to clarify matters of fact.

Rule 3.7 of the South Carolina Rules of Professional Conduct, Rule 407, SCAR is clear that if a lawyer is likely to be a necessary witness the lawyer will be disqualified from acting as an advocate unless the testimony falls into one of three (3) areas. First the testimony relates to an uncontested issue, second their testimony relates to the nature and value of legal services and third the disqualification would work a substantial hardship on the client. The decision of the Court appears to misapprehend the meaning of the issues which Respondent claims gives rise to the disqualification.

TAX ISSUE. The issue is not a question of whether the tax liens attached to the property as indicated by the Court. The fact is the liens attached. Although the Court suggests that my questioning in the deposition “crossed the lines between advocate and witness by stating his actions regarding facts...,” The Respondent knew he was obligated to have the liens released and the questions were in a effort to have him acknowledge he had failed in his responsibilities. The liens named and included the social security numbers for people or a person who held title to the subject property at the time the lines were filed. There was one significant lien, a copy of which is attached to this Petition. The Respondent claims he was not certain the lien attached and his agent, the seller’s attorney, claimed it did not attach. The lien contained the name of the seller and her social security number and was filed during the period of time she owned the subject property. A Court would take judicial notice of the fact the lien attached. Additionally, the

facts in the case show that Respondent received a title report the day of closing which stated the lien attached, a fact not in controversy. If it could be considered to be in controversy, however, the attorney who provided the title exam on the day of closing or any other attorney who participates in real estate closings could testify as to its applicability.

The issue arises because of the need to have the property released from a number of tax liens. The record shows that Respondent did not obtain release amounts for the liens but instead escrowed a sum of money he hoped would be sufficient to pay the liens. I was made aware of the amounts of the liens and the amount Respondent had in escrow and was able to have the property released from the liens without the need to demand Respondent or the title insurance company pay additional amounts. The questioning only shows the Respondent did not fulfill his responsibilities as the closing attorney and someone else, myself, had to do so. The Respondent was denying uncontested facts and his obligation to have the liens released. The questioning was aimed at pointing out those facts. If another attorney had accomplished having the liens released and Respondent denied responsibility, the exact questions would have been asked under the circumstances. The purpose was to show the time and effort to do so was the responsibility of the Respondent and he should bear the cost. There is no claimed loss because of the tax liens. The claim related to this is solely based on the nature and value of legal services and not contested issues. This is a matter clearly in line with an exception to disqualification.

FORECLOSURE SALE: The decision not to postpone the scheduled foreclosure sale was the prerogative of the plaintiff in that case and he could testify as to his reasons. Testimony by me was not and is not necessary on this issue.

TITLE COMMITMENTS AND TITLE POLICIES: Again the issue is not related to an issue in controversy. The documents speak for themselves. The Respondent issued three (3) title insurance commitments and three (3) title insurance policies when only one of each was necessary and appropriate.

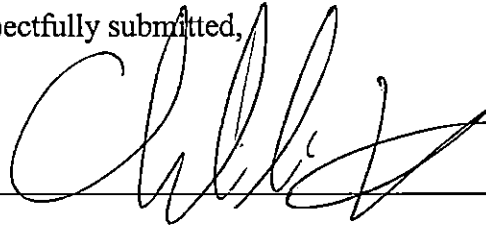
All with different information, requirements and exceptions. The Court would take judicial notice of the discrepancies. It is not a matter of my interpretation. For example, in one commitment the tax lien is listed and a requirement to be paid, and in a policy it is listed as an exception which the property would be subject to. The Respondent cannot point to any agreement that indicated his client was willing to take title subject to a tax lien. This is not interpretation this is fact. Additionally, he issued the wrong policy form. He issued a form that was solely meant for a one to four family residence for properties where one was commercial and not residential. Any real estate attorney or attorney employed by Stewart Title and Guaranty Company can testify to this issue. My testimony is not necessary. The title company did not deny necessary coverage. Fortunately, there was no loss to the Appellant other than the attorney's fees incurred to deal with the issues The only issue is related to attorney's fees which again is not a basis for disqualification.

CRABTREE AND FOSTER ISSUES: My testimony will solely focus on the facts of the cases and not to try to interpret them. The claims were made. Summary judgment was denied even though the Crabtree and Foster judgments had not been filed at the time of closing. The cases were settled. Other attorneys can testify if the settlement was reasonable under uncontested facts. My opinion on reasonableness of settlement is not relevant under the circumstances. I would only testify as to the uncontested facts and the fees incurred.

SETTLEMENTS WITH CURRENT TENANTS AT PITTSBURGH AVENUE: No claim is being made with regard to the claim. The Respondent had nothing to do with the issues. No testimony is needed.

For the reasons stated the Court should reconsider its decision in this matter and reverse the decision of the trial court or in the alternative clarify the factual basis for its decision.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Charles S. Altman', written over a horizontal line.

September 1, 2020

Charles S. Altman (SC Bar No. 351)
Law Offices of Charles S. Altman, LLC
575 King Street, Suite A
Charleston, South Carolina 29403
Tel.: 843-853-9907
Fax: 843-572-7702
Attorneys for Appellant



1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

W-131

(Rev. 12/16/11)
2047

TAX LIEN

SID/Suffix:
Tax Type: INDIVIDUAL INCOME TAX

County: CHARLESTON
Contact Number: (843)852-3600
Tax Lien Number: 3-51530178-5
SSN: XXX-XX-1700
SPOUSE SSN: XXX-XX-3601
File Number: 17605636
Period Covered: 12/07 - 12/07

Last Name: First Name:
ROBINSON JOHN

FILED

February 13, 2013
9:44:13 AM

ROBINSON ROBIN
2347 SOL LEGARE RD
CHARLESTON SC 29412-8542

File Year	File Number
2013	03804

Charlie Lybrand, Register
Charleston County, SC

To: Any authorized representative of the SC Department of Revenue

The party named in this tax lien is liable for the assessed taxes set out below, along with the penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint powers to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property or choses in action of the party necessary to satisfy the tax, penalty and interest owed by the party, plus the fees, cost and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien, you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.

Dated and signed under the seal of the SC Department of Revenue 02/04/13.

Tax Type: INDIVIDUAL INCOME TAX

DIST CODE	PERIOD COVRD	RECEIVABLE NUMBER	DATE ASSESSED	TAX	PENALTY	INTEREST	TOTAL
0801	12/07	1-07155926-2	01-04-13	44,500.00	24,099.36	9,442.32	78,041.68



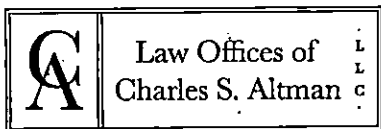
SUBTOTAL:

COURT COSTS: 78,041.68
TOTAL: 3,912.08
\$81,953.76

TXPRC108

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SC Court of Appeals

Charles S. Altman
caltman@caltmanlaw.com

September 1, 2020

UPS OVERNIGHT

Hon. Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street,
Columbia, SC 29201

RE: Fine Housing, Inc. / Sloan
Case Number: 2015-CP-10-03038
Appellate Number :2017-002517

Dear Mrs. Kitchings,

Enclosed is the original and six (6) copies of Appellants' Petition for Rehearing; Appellant's Memorandum in Support of Petition for Rehearing and Proof of Service in the above case along with a check in the amount of \$50.00 for the filing fee.

By copy of this letter, I am serving Respondents counsel with a copy of the aforementioned Appellants' Petition for Rehearing' Appellant's Memorandum in Support of the Petition for Rehearing and Proof of Service.

With kind regards,

A handwritten signature in black ink, appearing to be 'C. Altman', written over the text 'With kind regards,'.

Charles S. Altman

Enclosures:

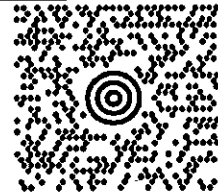
Cc: Stephanie Holmes Burton (mail only)

RHONDA F. FORD
8438539907
LAW OFFICES OF CHARLES S. ALTM
575 KING STREET, SUITE A
CHARLESTON SC 29403

LTR

1 OF

SHIP TO:
HON. JENNY ABBOTT KITCHINGS
8438539907
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COLUMBIA SC 29201



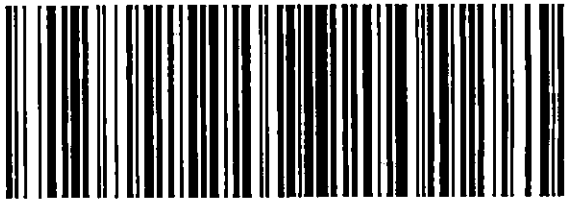
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SC Court of Appeals

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2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
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 - Customers without a scheduled Pickup**
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 - o Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at [ups.com](https://www.ups.com).

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