

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

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SC Court of Appeals

APPEAL FROM BEAUFORT COUNTY

HON. EDGAR W. DICKSON, JUDGE

APPELLATE CASE NO. 2019-001676

Charles E. Houston Jr

Appellant

V.

Shirley J. Boone, as Administrator of
the Estate of Dean B. Bell individually,
Law Offices of Dean B. Bell, LLC and
B. Hammel Properties, LLC

Respondents

AMENDED RECORD ON APPEAL

Charles E. Houston Jr.
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
Appellant, *Pro Se*

W. Cliff Moore, III
Adams and Reese, LLP
P.O. Box 2285
Columbia, SC 29202

And

Thomas C. Taylor
Law Offices of Thomas C. Taylor
P.O. Box 5550
Hilton Head Island, SC 29938
Attorneys for Respondent
B. Hammel Properties, LLC

**STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
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The Supreme Court of South Carolina

Charles E. Houston, Jr., Appellant,

v.

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

Appellate Case No. 2019-001676

ORDER

Based on the failure of appellant to make a sufficient showing that the principal issue in this appeal will involve "a challenge on state or federal grounds to the constitutionality of a state law" under Rule 203(d)(1)A(ii) of the South Carolina Appellate Court Rules,¹ this appeal is hereby transferred to the South Carolina Court of Appeals.



FOR THE COURT C.J.

Columbia, South Carolina
October 24, 2019

cc: Mr. Charles E. Houston, Jr.
W. Cliff Moore, III, Esquire
Thomas Calvin Taylor, Esquire
Dean Britton Bell, Esquire

¹ *State v. Jennings*, 394 S.C. 473, 716 S.E.2d 91 (2011) ("For an issue to be properly preserved it has to be raised to and ruled on by the trial court. [citation omitted]. This rule also applies to constitutional arguments.").

THE STATE OF SOUTH CAROLINA ~
IN THE SUPREME COURT

APPEAL FROM BEAUFORT COUNTY

Court of Common Pleas

Hon. Edgar W. Dickson, Judge

Case No. 2018-CP-07-1559

Charles E. Houston, Jr.

Appellant

v.

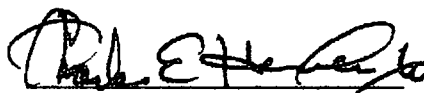
Dean B. Bell, individually and
Law Offices of Dean B. Bell, LLC and
B. Hammel Properties, LLC

Respondents

NOTICE OF APPEAL

The above named Appellant appeals the separate Orders of the Honorable Edgar W. Dickson., Judge dated September 3, 2019 and filed on September 4, 2019 granting Defendant's B. Hammel Properties LLC Motion for Summary Judgment and from the Order signed September 3 2019 and filed on September 4, 2019; granting Defendant's Dean B. Bell individually and Law Offices of Dean B. Bell, LLC's Motion for Summary Judgment. Appellant was served with written notice of entry

of the September 4, 2019 Order on September 5, 2019 and received both on September 9, 2019.



Charles E. Houston Jr.
100 Shady Brooke Walk
Fayetteville, Georgia 30214
843-684-0211

Appellant, *Pro Se*

Other Counsel of Record:

W. Cliff Moore, III
Adams and Reese, LLP
PO Box 2285
Columbia, SC 29202

And

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

And

Dean B. Bell, Esquire
Law Offices of Dean B. Bell, LLC
48 Pennington Dr Suite C
Bluffton, SC 29910

October 3, 2019
Fayetteville, Georgia

RECEIVED OCT 08 2019

Charles E. Houston, Jr.
100 Shady Brooke Walk
Fayetteville, Georgia 30214

October 2, 2019

Hon. Daniel E. Shearouse, Clerk
Supreme Court of South Carolina
Supreme Court Building
1231 Gervais Street
Columbia, South Carolina 29201

*Re: Notice of Appeal
2018 -CP-07-1559
Houston V. Bell et al*

Dear Mr. Shearouse:

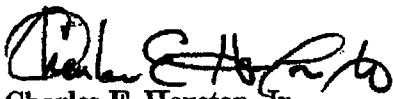
I am submitting for filing with the Court an original and copy of the Notice of Appeal in the above referenced case. This appeal involves a judgment involving a constitutional challenge to a state statute. The following items are being submitted:

- 1) Copy of Order. filed September 4, 2019
- 2) Copy of Order filed September 4, 2015
- 3) Check for \$250.00 for the filing fee.

By copy of this letter we have provided and served a copy of the same upon the Clerk of court for Beaufort County and the Respondents as indicated on the Certificate of Service, annexed. Please clock/ date stamp the copy and return the same to me in the self- addressed envelope provided.

Thank you for your attention to this matter.

With kind regards, I remain
Respectfully



Charles E. Houston, Jr.

cc: Hon. Jerri Ann Roseneau, Clerk of Courts for Beaufort County
W. Cliff Moore, III Esquire
Thomas C. Taylor, Esquire
Dean B. Bell, Esquire

Encls: as stated



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The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA
29211

1231 GERVAIS STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1080
FAX: (803) 734-1499
www.sccourts.org

October 08, 2019

Mr. Charles E. Houston, Jr.
100 Shady Brooke Walk
Fayetteville GA 30214

Re: Charles E. Houston, Jr. v. Dean B. Bell
Appellate Case No. 2019-001676
Lower Court Case No. 2018CP0701559

Dear Mr. Houston:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR). The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number.

The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please

note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will not review filings for redaction or to determine if materials should be sealed.

In the cover letter accompanying the notice of appeal, you assert that this appeal involves a constitutional challenge to a state statute. Based on my review of the circuit court orders under appeal, I do not see where the circuit court judge ruled on any constitutional challenge to a state statute in this case. I ask that you please provide this Court with an explanation as to how this constitutional challenge to a state statute was raised to the circuit court and to provide this Court with a copy of the circuit court's ruling on this constitutional challenge to a state statute. This explanation and copy of the ruling must be provided within ten (10) days of the date of this letter.

Very truly yours,



CLERK

cc: W. Cliff Moore, III, Esquire
Thomas Calvin Taylor, Esquire
Dean Britton Bell, Esquire

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

RECEIVED

OCT 18 2019

S.C. SUPREME COURT

APPEAL FROM BEAUFORT COUNTY

Court of Common Pleas

Hon. Edgar W. Dickson, Judge

Case No. 2019-00-1676

Charles E. Houston, Jr.

Appellant

v.

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

Respondents

BRIEF ON VENUE

QUESTION PRESENTED: The appeal taken herein was filed with this Court on October 7, 2019. The appeal is from orders of the Circuit Court for Beaufort County granting summary judgment to the defendants in case # 2019-CP-07-1559. The Appellant venues the appeal to this Court under a judgment involving a constitutional challenge to a state statute. The Court upon reviewing the Orders of

the Circuit Court questions the finding of a constitutional challenge to a state statute being raised or addressed or contained in the orders and requests a briefing by appellant on the existence of this issue.

BRIEF OF APPELLANT

The case below was filed as an action to quiet title on real property and as a collateral attack upon the prior case of Cornelia H. Hall et.al. v Charles E. Houston, Jr as Case # 2011-CP-07-5141 This prior action was instituted as an action for the partition of real property among tenants in common.

In his complaint (Attached as Exhibit#1) and his Affidavit in Opposition to the Motion for Summary Judgment (Exhibit # 2) Appellant raised constitutional challenges and alleged derivation of his rights under the South Carolina and United States Constitution. Appellant's assertion was that the Master -in Equity assuming arguendo that the Master -in Equity in the underlining case had acquired subject matter jurisdictional over the property subject to the action, yet under state statute SECTION 14-11-100 The Master -in Equity lacked the authority to 1) order the property sold and (2) lacked the authority under SECTION 14-11-100 to grant to the plaintiff carte blank power of attorney to sell Appellant's interest in the property and otherwise precluding the Appellant from exercising his possessory rights of ownership in his property as provided by the South Carolina Constitution. (See Order attached as (Exhibit#1)

SECTION 14-11-160 reads as follows: Master may sell real estate in any county under order by consent.

Whenever real estate is adjudged to be sold by a master such sale may take place by consent of the parties to the cause or their attorneys or, when infants are parties, by the consent of the guardians ad litem of such infants or their attorneys in any county which the court may direct. All such sales heretofore made and otherwise valid are hereby confirmed.

HISTORY: 1962 Code Section 15-1824; 1952 Code Section 15-1824; 1942 Code Section 3687; 1932 Code Section 3694; Civ. C. '22 Section 2231; Civ. C. '12 Section 1382; Civ. C. '02 Section 975; R. S. 846; 1885 (19) 7.

Therefore, the Master-in-Equity's order to sell the property at private sale as applied by **SECTION 14-11-160** exceeded his constitutional authority granted by this state statute. A court must vacate any judgment entered in excess of its jurisdiction. Lubbar V. Selective System Local Board No 27 453 F.2d 645(1st Cir. 1972) also 1 Freeman on Judgments 120C

Secondly: The Master in Equity only acquired limited subject matter jurisdiction over the action. The only subject matter jurisdiction the Master acquired was to order that the property be sold by public sale. While the matter was pending in Circuit Court upon Plaintiff's Motion for Summary Judgment the Appellant moved to dismiss the complaint on the ground that the Probate Court had

jurisdiction of the actions for rent and accounting among the heirs as tenants in common and that appellant was opposed to a private sale and upon the authority 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 that property could only be sold by public auction. The Circuit Court Judge then rather than dismissing the plaintiff's complaint ordered that plaintiffs amend their complaint accordingly.

A subsequent judge cannot and is prohibited from overruling or modifying the order issued by a prior judge in a case. Albeit, though the Circuit Courts Order did not contain all the Circuit Courts rulings issued from the Bench, the fact that the Order required the Plaintiffs to amend their complaint makes implicit that there was more ordered than what was contained in the order drafted by Plaintiff's counsel. Additionally, the Master in Equity knew that the Appellant did not consent to the property being sold at a private sale and the in Court ruling of the Circuit Court stating the action had to proceed by public auction, yet, nevertheless, the Master in Equity proceeded with a private sale over Appellant's objections.

Appellant sets forth the authority of 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

In order for the Appellant to prevail in this proceeding the Circuit Court judge would have to find that his peer, the Master In Equity, was in error; a task most unwelcomed. An appellate court sitting above the fray could better judge upon the issue. As evidence of this assertion, this hearing was held on June 10, 2019 and not July 10, 2019 as stated in the Order. A period of over sixty days had expired before I received an email from opposing counsel stating that the judge had requested him to prepare an order ruling in their client's favor without stating his findings of fact or conclusions upon which the order would be drafted.

CONCLUSION

SECTION 14-11-160 is the state statute that has been applied to deny rights of the Appellant under both the South Carolina and the Federal Constitution and this case may raise issues this Court may deem important to be addressed for benefit of the judiciary, bar and the public at large.

Respectfully, submitted



Charles E. Houston, Jr.
100 Shady Brooke Walk
Fayetteville, Georgia 30214
Appellant, Pro Se

October 18, 2019
Fayetteville, Georgia

**THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT**

APPEAL FROM BEAUFORT COUNTY

Court of Common Pleas

Hon. Edgar W. Dickson, Judge

RECEIVED

OCT 22 2019

S.C. SUPREME COURT

Case No. 2019-00-1676

Charles E. Houston, Jr.

Appellant

v.

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

Respondents

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**Charles E. Houston Jr.
100 Shady Brooke Walk
Fayetteville, Georgia 30214
Appellant, *Pro Se***

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In his complaint (Exhibit # 1) and his Affidavit in Opposition to the Motion for Summary Judgment (Exhibit # 2) Appellant raised constitutional challenges and alleged derivation of his rights under the South Carolina and United States Constitution Appellant's assertion was that the Master -in Equity, assuming arguendo that the Master -in Equity in the underlining case

QUESTION PRESENTED:

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In his complaint (Exhibit # 1) and his Affidavit in Opposition to the Motion for Summary Judgment (Exhibit # 2) Appellant raised constitutional challenges and alleged derivation of his rights under the South Carolina and United States Constitution Appellant's assertion was that the Master -in Equity, assuming arguendo that the Master -in Equity in the underlining case

had acquired subject matter jurisdictional over the property subject to the action, yet under state statute SECTION 14-11-160 the Master -in Equity lacked the authority to 1) order the property sold by private sale and (2) lacked the authority under SECTION 14-11-160 to grant to the plaintiff carte blank power of attorney to sell Appellant's interest in the property and otherwise precluding the Appellant from exercising his possessory rights of ownership in his property as provided by the South Carolina Constitution. (See Order attached as (Exhibit # 3))

SECTION 14-11-160 reads as follows: Master may sell real estate in any county under order by consent.

Whenever real estate is adjudged to be sold by a master such sale may take place by consent of the parties to the cause or their attorneys or, when infants are parties, by the consent of the guardians ad litem of such infants or their attorneys in any county which the court may direct. All such sales heretofore made and otherwise valid are hereby confirmed.

HISTORY: 1962 Code Section 15-1824; 1952 Code Section 15-1824; 1942 Code Section 3687; 1932 Code Section 3694; Civ. C. '22 Section 2231; Civ. C. '12 Section 1382; Civ. C. '02 Section 975; R. S. 846; 1885 (19) 7.

Therefore, the Master -in Equity's order to sell the property at private sale under the provisions of SECTION 14-11-160 exceeded his statutory powers authority granted by this state statute. A court must vacate any

judgment entered in excess of its jurisdiction. Lubben V. Selective System Local Board No 27 453 F.2d. 645(1st Cir. 1972) also 1 Freeman on Judgments 120C

Secondly. The Master in Equity only acquired limited subject matter jurisdiction over the action .The only subject matter jurisdiction the Master acquired was to order that the property be sold by public sale. While the matter was pending in Circuit Court upon Plaintiff's Motion for Summary Judgment the Appellant moved to dismiss the complaint on the ground that the Probate Court had jurisdiction of the actions for rent and accounting among the heirs as tenants in common and that appellant was opposed to a private sale and upon the authority 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 the property could only be sold by public auction. The Circuit Court agreed and rather than dismissing the plaintiff's complaint ordered that the plaintiffs amend their complaint accordingly. (Exhibit # 4)

A subsequent judge cannot and is prohibited from overruling or modifying the order issued by a prior judge in a case. Albeit, though the Circuit Courts Order did not contain all the Circuit Courts rulings the fact that the Order required the Plaintiffs to amend their complaint makes implicit that there was more ordered than what was contained in the order drafted by Plaintiff's counsel. Additionally, the Master in Equity knew that the Appellant did not consent to the property being sold at a private sale and

the in Court ruling of the Circuit Court stating the action had to proceed by public auction,, yet, nevertheless, the Master in Equity proceeded with a private sale over Appellant's objections.

Appellant sets forth the authority of 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

Thirdly, rather than amending its complaint, as directed and ordered by the Court, the Plaintiff disobeyed the Court and filed the same complaint over again only stating that it was an Amended Complaint. (see Exhibit # 5)

Fourthly, The Master -in Equity's Order granting one tenant in common the exclusive power to sell the property at a price only satisfactory to her, chose the real estate company and unilaterally agree to its commission and the fees of the closing attorney were never alleged or requested in Plaintiff's Amended Complaint resulting in the Master In Equity improperly granting relief not sought in the Amended Complaint. However, in deference to the Master in Equity, he relied upon the integrity of Plaintiff's counsel to

submit a proposed Order accurately reflecting the record. Plaintiff's counsel inserted this provision in the Order. Plaintiff's counsel, during the time the Master in Equity was considering the matters, had initiated ex parte communications with the Master in Equity. Appellant contends that this Order was procured by extrinsic fraud by Plaintiff's counsel when he sent an e-mail to the Master in Equity requesting to submit an order to him. (See Exhibit # 6) The email falsely represented to the Master in Equity that a copy of it had been sent to the Appellant. It was intentionally sent to an incorrect e-mail address and not the correct one as written upon all the pleadings and motion sheets that had been filed in the case. It is very reasonable that the Master in Equity would have thought that the proposed order was without objection from Appellant since no communication was received by him to the contrary. This court's ruling in the case of Burgess v. Stern 311 S.C. 326, 428 S.E.2d 880 emphasizes this Court's contempt against exparte communications with judges.

Likewise, there is no record of the Circuit Court requesting Plaintiff's attorney to submit a proposed Order . Both when the order was submitted to the presiding judge and subsequently filed the Appellant was not provided with notice of the correspondence to the Court or furnished notice or service of the filing of the order. It was only at the time of the Appellant's deposition in the instant action in March 2019 that Appellant was made knowledgeable of the existence of the Order. The Certificate of Service annexed to the Order

reflects that it was sent to a P.O. Box address that Appellant had discontinued using for several years and not the address stated on all of Appellant's pleadings and correspondence. The Order requiring the Plaintiff to amend their complaint and for the referral of the case to the Master in Equity was not contained in the file of the Clerk of Court up to the time of the hearing held on June 10, 2019 nor was it cited in the Order of the Master in Equity drafted by Plaintiff's counsel. (See Exhibit #4 *supra*) which is highly unusual and poor practice not to state how the Master in Equity acquired jurisdiction of the case.

The Master in Equity in this proceeding has a strong reputation among the Bar of not accepting or addressing any matters before him unless all parties are privy to the communication with his Court. Similarly, he does not delegate his judicial responsibilities to prevailing parties when they are requested to submit a proposed Order to him. It has been the Master in Equity's consistent practice to communicate his findings of fact and conclusion of law to all the parties and then request the prevailing party's counsel to submit a proposed order consistent with his written instructions. (See Exhibit # 7)

Additionally, the Appellant stated his opposition to and never consented to the action being referred to the Master in Equity. SCRCP Rule 53 provides only for the referral of a case to a Master in Equity only upon the consent of all the parties. The Rule reads as follows:

(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...

Here Appellant's consent is not stated in the Order of Reference.(See Exhibit #4 *supra*)

The Order of the Master in Equity as drafted by Plaintiff's counsel does not set forth the Court's specific findings of fact or conclusion of law as required by law. The order merely recites the random testimony of the plaintiff and not the issues raised in the proceeding. See this Court's rulings in State Board of Medical Examiners v. Gandy 248 SC 300, 149 S.E.2d 844 (S.Ct. 1966). R. Reese v. State 425 S.C. 108 820 S.E.2d 376 (S.Ct. 2018)

The appeal taken from the Order of the Master in Equity to the Court of Appeals was prematurely filed prior to the issuance of the Order ending the case and was withdrawn. The Order ending the case was filed on July 31, 2015. Which was well within the three year Statute of Repose. As of September 11, 2013, the case was still opened. (See Exhibit # 8) It is reasonable to assume that the Master in Equity was waiting for a contract for sale of the property to be submitted to him for approval, that never was filed. Further, 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). There is no statute of limitations when a party seeks to set aside a judgment due to fraud upon the court. SCROP, Rule 60(b), Chewing v. Ford Motor Co. 354 S.C. 725, 79 S.E.2d 605(S.Ct. 203).

Fifthly, The Master -in Equity's Order granting one tenant in common the exclusive power to sell the property at a price only satisfactory to her, chose the real estate company and unilaterally agree to its commission and the fees of the closing attorney were never alleged or requested in Plaintiff's Amended Complaint resulting in the Master In Equity improperly granting relief not sought in the Amended Complaint. However, in deference to the Master in Equity, he rightly and justifiably relied upon the integrity of Plaintiff's counsel to submit a proposed order accurately reflecting the record. Instead, Plaintiff's counsel inserted this provision in the order. that was not raised in the pleadings or the hearing.

Plaintiff's counsel, during the time the Master in Equity was taking the case under advisement initiated ex parte communications with the Master in Equity. Appellant contends that this Order was procured by extrinsic fraud by Plaintiff's counsel when he sent an e-mail to the Master in Equity requesting to submit an order to him. ((See Exhibit#6) The email falsely represented to

the Master in Equity that a copy of it had been sent to the Appellant. It was intentionally sent to an incorrect e-mail address. This misrepresentation , amounting to extrinsic fraud and fraud upon the court, denied the Appellant the opportunity to convey his objections to the proposed order for the Master in Equity's consideration. It is reasonable to find that the Master in Equity considered that the proposed order was without objection from Appellant since no communication was received from him to the contrary.

For the Appellant to prevail in this proceeding the Circuit Court judge would have to find that his peer , the Master in Equity, was in error ; a very unwelcome task that invites extreme reluctance. An appellate court sitting above its peers below has a further degree of independence and disposition to freely render judgment upon the issue.

As evidence of this assertion, this hearing was held on June 10, 2019 and not July 10, 2019 as stated in the Order. A period of over sixty days had expired before the appellant received an email from opposing counsel stating that the presiding judge had requested him to prepare an order ruling in their client's favor. The judge failed to state his findings of fact or conclusions upon which the order would be drafted. (See Exhibit # 10) The proposed orders as submitted by opposing counsels were signed by the judge without any modifications.

CONCLUSION

SECTION 14-11-160 is the state statute that has been applied to deny rights of the Appellant under both the South Carolina and the Federal Constitution and this case may raise issues this Court may deem important to be addressed for benefit of the judiciary, the bar and the public at large.

Respectfully, submitted

Charles E. Houston, Jr.
100 Shady Brooke Walk
Fayetteville, Georgia 30214
Appellant, Pro Se

October 18, 2019
Fayetteville, Georgia

Tab |

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Charles E. Houston Jr.)

Plaintiff(s))

vs.)

Dean B. Bell The Law Offices of Dean B.
Bell, LLC)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2012 - CP - 07 - 1559

2018 JUL 31 AM 11:23
RECEIVED
CLERK OF COURT
JEREMY A. HARRIS, CLERK
JUL 11 2018

(Please Print)

Submitted By: Charles E. Houston, Jr.

SC Bar #: Pro Se

Telephone #: 843-684-0211

Fax #:

Other:

E-mail: charleschouston@icloud.com

Address: 100 Shady Brooke Walk Fayetteville GA
30214

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check one box below)

☒ JURY TRIAL demanded in complaint.

☐ This case is subject to ARBITRATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.

☐ This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.

☐ This case is exempt from ADR (certificate attached).

NATURE OF ACTION

(Check One Box Below)

Contracts

- ☐ Construction (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Wrongful Breach (140)
☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Other Malpractice (299)

Torts - Personal Injury

- ☒ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Other (399)

Real Property

- ☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Other (499)

Inmate Petitions

- ☐ PCR (500)
☐ Sexual Predator (510)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599)

Judgments/Settlements

- ☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)**
☐ Other (799)

Administrative Law/Relief

- ☐ Driver License Reinstatement (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture (840)
☐ Other (899)

Appeals

- ☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Other (999)

Special/Complex /Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)

Collateral attack upon a
judgment

** Check only if Summons & Complaint to follow in 20 days

Submitting Party Signature:



Date: July 23 2007

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

***FOR MANDATED ADR COUNTIES ONLY**

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral within 210 days of filing of this action, and the Plaintiff shall file a "Stipulation of Neutral Selection" on or before the 224th day after the filing of the action. If the parties cannot agree upon the selection of the neutral within 210 days, the Plaintiff shall notify the Court by filing a written "Request for the Appointment of a Neutral" on or before the 224th day after the filing of this action. The Court shall then appoint a neutral from the Court-approved mediator/arbitrator list.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Case are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Cases which are appellate in nature such as appeals or writs of certiorari;
 - c. Post Conviction relief matters;
 - d. Contempt of Court proceedings;
 - e. Forfeiture proceedings brought by the State;
 - f. Cases involving mortgage foreclosures; and
 - g. Cases that have been submitted to mediation with a certified mediator prior to the filing of this action.
4. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

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

SUMMONS

Defendants

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint upon the subscriber at his office located at 100 Shady Brooke Walk, Fayetteville, Georgia 30214 within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.



Charles E. Houston, Jr.

Plaintiff, *Pro Se*

100 Shady Brooke Walk

Fayetteville, Georgia 30214

Phone: 843-684-0211

E-mail: charlesehouston@icloud.com

July 21, 2018

Fayetteville, Georgia

2018 JUL 31 AM 11:33
JEREMY H. BELL
BEAUFORT CO. CLERK
CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE # 2018-CP-07-01559

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

2018 JUL 31 11:11:33
JERRI ANN BERRY
BEAUFORT COUNTY
CLERK OF COURT

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.

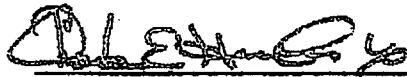
and also

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

July 23, 2018

Fayetteville, Georgia

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

FILED
CLERK OF COURT
BEAUFORT COUNTY
SOUTH CAROLINA
JUL 31 AM 11:33

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.

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)

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

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.

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 exparte communication with the court to improperly and impermissively influence the Master in Equity.

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 *SCRCP* 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. 88 492 S.E.2d 82, a lawyer was reprimanded for sending an ex parte 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 ab initio* 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 ejectment, 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 *abinitio*; 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 *exparte* communications with the court, contrary to law.

Sixth: That the *exparte* 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

July 23, 2018

Fayetteville, Georgia



Exhibit I

Beaufort County
Fourteenth Judicial Circuit Public Index



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

Switch View

Cornelia H Hall, plaintiff, et al VS Charles E Houston Jr

Case Number:	2011CP0705141	Court:	Beaufort County Common Pleas	Filed Date:	12/07/2011
Case Type:	Common Pleas	Case Sub Type:	Partition 440	File Type: Non-Jury Status:	Disposed Assigned
Judge:					
Disposition:	Ended by Non Jury	Disposition Date:	07/19/2013	Disposition Judge:	Dukes, Marlon H III
Original Source Doc:		Original Case #:			

Judgment Number:

Court Roster:

Judgment Number:		Court Roster:		Associated Cases		Actions		Financials	
Case Parties		Judgments		Tax Map Information		Completion Date		Documents	
Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents			
Hall, Cornelia H	Satisfaction of Judgment	Filing		07/22/201513:47					
Houston, Charles E Jr	Remittitur From Court Of Appeals	Filing		09/12/201415:46					
Houston, Charles E Jr	Notice of Appeal (9/11/13 MIE Order), Cert/Mailing	Action		09/27/201316:57					
Houston, Charles E Jr	Order re: Defs Mot for Reconsideration 7/30/12, denied	Order		09/11/201309:30	09/11/2013-09:30				
Houston, Charles E Jr	Motion for Reconsideration; Cert Mailing	Motion		07/30/201315:42	09/10/2013-15:42				
Hall, Cornelia H	Final Order	Order		07/19/201315:53					
Hall, Cornelia H	Petition and Affidavit/Attorney Fees	Filing		05/31/201316:45	07/19/2013-16:45				
Hall, Cornelia H	Notice of Hearing MIE 5-22-13:Crt Mlg Def 3-21-13	Filing		03/22/201310:40	07/19/2013-10:40				
Houston, Charles E Jr	Answer to 1st Amd Complaint	Filing		11/20/201214:26	07/19/2013-14:26				
Hall, Cornelia H	Summons & 1st Amd Complaint	Filing		10/04/201211:52	07/19/2013-11:52				
Hall, Cornelia H	Order re: motion to Compel, Motion for Summ Jmt and Ord	Order		08/04/201214:17	08/20/2012-14:17				
Hall, Cornelia H	Motion/Summary Judgment	Motion		06/04/201213:27	08/10/2012-10:56				

09/04/13

Hall, Cornelia H	Motion/Refer to Master	Motion		06/04/201213:21	08/10/2012-10:58	

Hall, Cornelia H Motion/Compel and Motion
for Sanctions

06/04/2012-08/10/2012-
13:21 10:55

Hall, Cornelia H	Order re: Pl Motion to Compel on 5/15/12	Order		06/30/201211:57	06/24/2012-11:57	
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	RS10.0008.000.008M & RS10.008.000.008C	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 HOUSTONAFFPFE	Filing				

Hall, Cornelia H	CHARLES E HOUSTON JRREMCTA	Filing				
Hall, Cornelia H	CHARLES HOUSTONSAFSVC	Filing				
Hall, Cornelia H	CHARLES HOUSTONANSIVER	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-MSUMRM	Filing				
Hall, Cornelia H	HOUSTON-MCOMPL	Filing				
Hall, Cornelia H	HOUSTON-REFMIE	Filing				

Tab 2

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE # 2018-CP-07-001559

Charles E. Houston, Jr.
Plaintiff

Vs.

AFFIDAVIT IN OPPOSITION TO
MOTION FOR SUMMARY JUDGEMENT

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

Defendants

STATE OF GEORGIA
COUNTY OF FAYETTE

Personally appeared before me Charles E. Houston, Jr., who upon being duly sworn deposes and states the following:

1

I am the Plaintiff in the action herein and file this Affidavit according to South Carolina Rules of Civil Procedure, Rule 56(e) SCRCP. This affidavit is made on personal knowledge and shall set forth such facts as would be admissible in evidence and shall show affirmatively that the affiant is competent to testify to the matters stated therein.

2

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.

3

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 % undivided interest as a tenant in common to the plaintiff.

4

That DMS Funding I, LLC is a Limited Liability Corporation chartered under the laws of the State of Florida and was the grantee of a deed executed by B. Hammel Properties, LLC on May 22, 2018 2018 and recorded in the Office of the Register of deeds for Beaufort County, SC in Book 3672 at Page 263-265 on June 4, 2018 purporting to convey the fee simple interest of B. Hammel Properties, LLC to the property that is the subject of this action herein. A motion to amend the complaint for the purpose of joining them in this action as a necessary party is pending before the court .

5

Your Affiant has filed a motion to join them in this action as necessary parties. Because of their possessory interest in the property.

6

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.

7

That the Courts of Common Pleas of South Carolina have jurisdiction over actions for partition of real property as provided by S.C. Code. Ann 5 15-61-60.

8

That the plaintiff's Complaint filed in Civil Action 2011-CP-07-5141 was filed on December 7, 2011. There First Amended Complaint was filed on October 12, 2012. The First Amended Complaint is the same "verbatim" complaint as the original complaint and does not comply with the Court Order dated August 26, 2012.

9

That the pre-trial Motions filed contemporaneously with opposing counsel's Motion for Reference was never received by me as it was mailed to a P.O. Box address that had been discontinued for an extensive period of time and was not the address designated on my Answer and other filings being 31 Marshland Road, Hilton Head Island, SC 229938.

10

The Order of the Court dated August 26, 2012 providing for, among other things, an Order of Reference; that was filed with the Court on September 4, 2012; 16 days later. That the Order was drafted by an associate attorney in the Law Offices of Dean B. Bell who did not incorporate into the proposed order the complete rulings of the Circuit Court, nor furnish me with a copy of the proposed order with his transmittal letter to the Presiding Judge; nor serve upon me a copy of the filed Order.

11

That without being furnished with a copy of the proposed order as submitted to the presiding judge affiant was denied the opportunity to alert the presiding judge (now deceased) of the crucial deficiencies of his ruling not included in the proposed order, to

wit: 1)that the property would be sold by auction at public sale and 2) that the other issues in the case were within the jurisdiction of the Probate Court.

12

That the South Carolina Rules of Civil Procedure Rule 5(b)(3) SCRCP 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.

13

That Affiant was not made aware of the existence of this Order until a copy of this Order was presented to him at the time of the taking of his deposition on December 12, 2018.

The cover letter to the judge was not received by me and if placed in the mail an incorrect address was placed on the mailing. .Copies of correspondence and emails from the Bell Law Firm have frequently been sent to me improperly addressed. The Final Order of the Master in Equity dated July 15, 2013 makes no recitation of an Order of Reference having been filed.

14

The Order was not contained in the file of the Clerk of Court up to the time of the filing of this lawsuit and communications with the South Carolina Judicial Department failed to disclose the name of the Court Reporter who transcribed the hearing held on June 12, 2012.

15

That your Affiant during the hearing held before this Court on June 12, 2012 informed the Court that he was opposed to the partitioning of the property and this was the basis for the Court ruling that the petitioning, partitioning parties plaintiffs would have

to amend their complaint to comply with its ruling. 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 nor allotment may be had, public sale is required.

16

Additionally, the Court ruled 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

That but for these ruling by the Court no other reason existed for the plaintiff's to be required to amend its complaint.

18

That at the commencement of the hearing held before the Master -in- Equity, Affiant advised the Master-in-Equity that the Circuit Court had ruled that the action for partition could only proceed by public sale and that the other issues were to be determined by the Probate Court and that he remained opposed to the partitioning and a private sale. This was not adhered to by the Master-In Equity.

19

That the Amended Complaint did not request that my sister, Cornelia H. Hall, a plaintiff, petitioner in the action be given complete authority to act exclusively as the agent for the tenants in common of the property with the authority to choose a real estate broker or to make a unilateral decision for the price the property would be sold. Additionally, no evidence was submitted pertaining to her qualifications to serve on that capacity.

20

That Affiant. relying on the ruling of the Circuit Court that the property would only be sold at public sale and that the remaining issues were within the jurisdiction of the Probate Court; had procured the financing for the purchase of the property and did not

consider or come to the hearing prepared to address the issues contained in the Amended Complaint to his detriment,

21

That work product materials belonging to Plaintiffs' attorney, Dean B. Bell and other documents materials consisting of his notes, argumentative memorandums, calculations and other documents not received into evidence were placed in the Court's official file. This action made these not admitted materials available for the Master-in-Equity to see and review upon reviewing the record of the case.

22

The Master in Equity stated in Court at the end of the hearing held before him that he would take the case under advisement and issue his ruling. That prior to his doing so there were e-mail exchanges between Attorney Bell and the Master -in Equity initiated by Attorney Bell. Attorney Bell represented to the Master that I was not co-operating with my sisters towards achieving a buy-out agreement with them added with the suggestion that he would be willing to proceed and submit a final order. A final order was thereafter submitted to the Master in Equity that he signed.

23

That I have appeared before the Master in Equity for Beaufort County in sundry matters and know him to strictly adhere to the practice of not accepting or addressing exparte communications or commencing a hearing without all counsels being present.

24

That Attorney Bell, 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 denying him with the opportunity to respond." Further, that Atty. Bell and the bell Law Firm were furnished with the affiant's correct email address and mailing address as displayed on all of his pleadings served upon them during the course of the action. Never was a P O Box included.

25

That there is no record of any instructions of the Master in Equity ever informing Attorney Bell what findings of fact or conclusions of law should be incorporated into the Order.

26

That Atty. Bell in addition to not providing me with a copy of his communications with the Master in Equity also made extrinsic false exparte representations to the Master-in Equity that induced the Master to assign to him the preparation of the Order.(See Plaintiff's Affidavit in Response to Defendant's Affidavit for Relief of Judgment in the action herein.)

27

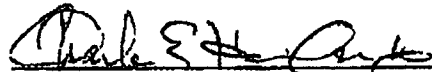
That there were stated findings of fact in the Order for which no testimony was rendered and upon matters not set forth in the complaint particularly relating to Cornelia H. Hall being granted the power to sell the property on behalf of the tenants in common at a price to be agreed upon by her with the liberty to choose the attorney and real estate agent.

28

That the sale of the property was completed without being pre-approved by the Court.

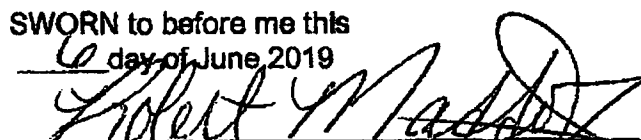
29

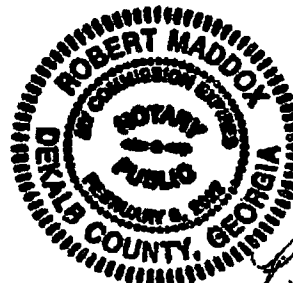
Further, that Affiant has been severely inhibited in obtaining other pertinent facts pertaining to this case because of the lateness in being served with discovery responses from the defendant, Atty Dean B. Bell whose responses are also incomplete.



Charles E. Houston Jr.

SWORN to before me this
6 day of June 2019


Notary Public for the State of Georgia
My Commission expires 2-8-2022



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE # 2018-CP-07-001559

Charles E. Houston, Jr.
Plaintiff

Vs.

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

MEMORANDUM OF LAW
OPPOSITION TO MOTIONS
FOR SUMMARY JUDGEMENT

Defendants

MEMORANDUM OF LAW

The defendants have presented this case in the posture of a motion for summary judgment; thus, it is governed by South Carolina Rules of Civil Procedure Rule 56(c) SCRPC. This rule provides a motion for summary judgment shall be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). This initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the non-moving party's case, and it is not necessary for the moving party to support its motion with affidavits or other similar materials negating the opponent's claim. *Id.* Once the moving party carries its initial burden, the opposing party must do more than rest upon the mere allegations or denials of his pleadings, but must, by affidavit or otherwise, set forth specific facts to show that there is a genuine issue for trial. *Id.*; Rule 56(e), SCRPC.

"In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Lanham v. Blue Cross & Blue Shield of S.C., 349 S.C. 356, 362, 563 S.E.2d 331, 333 (2002). Moreover, because summary judgment is a drastic remedy, it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues. Madison ex rel. Bryant v. Babcock Ctr., Inc., 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006).

Respectfully, submitted



Charles E. Houston Jr.
Plaintiff, Pro Se
100 Shady Brooke Walk
Fayetteville, GA 30214
Phone: 843-684-0211
Email: charlesehouston@icloud.com

June 6, 2019
Fayetteville, Georgia

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Charles E. Houston, Jr.

Plaintiff

Vs

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

CERTIFICATE OF SERVICE

Defendants

The undersigned, Charles E. Houston, Jr., hereby avers that he is the plaintiff in the action herein and that a true and accurate copies of the Plaintiff's **Affidavit in Opposition to Motion for Summary Judgment and Memorandum of Law** in the above entitled action has been served on the attorneys of record for this defendant, and all counsel of record, by placing same in the United States Mail ~~Overnight delivery~~ with sufficient first class postage affixed thereto and addressed as follows:

W. Cliff Moore, III
Adams and Reese, LLP
PO Box 2285
Columbia, SC 29202

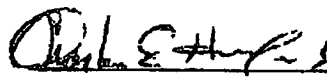
And

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

And

Dean B. Bell, Esquire
Law Offices of Dean B. Bell, LLC
48 Pennington Dr Suite C
Bluffton, SC 29910

This 6th Day of June 2018.


By: Charles E. Houston Jr.

Tab 3

Exhibit 2

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT)

CASE NO. 2011-CP-07-5141

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

Plaintiffs,)

vs.)

FINAL ORDER

Charles E. Houston, Jr.,)

Defendant.)

2013 JUL 19 PM 2:18
CLERK OF COURT
J. B. HARRIS, JR.
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, meter, 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 Mr. 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 Defendant's 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 apportion 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 requests 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

Tab 4

4

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
Cornelia H. Hall, Jeanne H. Hampton, and
Mary A. Houston,

Plaintiffs,
vs.
Charles E. Houston, Jr.,

Defendant.

2012 SEP -4 PM 4:48
IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO. 2011-CP-07-5141
ORDER

THIS MATTER comes before this Court following a hearing on the Plaintiffs' Motion to Compel, Motion for Summary Judgment, and Motion for Referral to the Master in Equity on August 10, 2012 at 9:30 a.m.;

AT THE HEARING Plaintiffs' counsel showed that Defendant failed to provide any documents pursuant to Plaintiff's First Set of Requests for Production of Documents. Defendant represented that no documents exist except that he has applied for the homestead property tax reduction and that he would immediately provide these documents to Plaintiffs' counsel upon receipt from the County;

Plaintiffs' counsel further argued that this matter should be referred to the Master in Equity, and the Court agreed. Plaintiffs' Motion for Summary Judgment was not heard by the Court;

Defendant made an oral Motion to Dismiss the Complaint based on failure to state facts upon which relief may be granted. The Court, *sua sponte*, granted Plaintiffs leave to amend their Complaint.

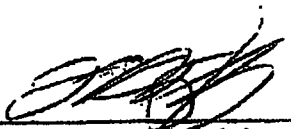
NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- A. Defendant shall immediately provide Plaintiffs' counsel with any and all documents related to the homestead property tax reduction upon their receipt;
 - B. Plaintiffs shall amend their Complaint within thirty (30) days of the entry of this Order;
- and

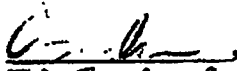


C. This matter is referred to the Honorable Marvin H. Dukes, III, as Master-in-Equity for the above-entitled county, and that the Master-in-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules in accordance with Rule 53, SCRPC.

IT IS SO ORDERED.



Hon. J. Ernest Kinard, Jr.
Fourteenth Judicial Circuit

, SC
This 20 day of April, 2012

Tab 5

5

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

COUNTY OF BEAUFORT BEAUFORT COUNTY, S.C. FOURTEENTH JUDICIAL CIRCUIT

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

CASE NO.: 2011-CP-67-05141

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: 3-1 J-2

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

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

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

Plaintiffs,)

v.)

Charles E. Houston, Jr.)

Defendant.)

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

FIRST AMENDED COMPLAINT

2012 OCT -4 PM 12:55
RECEIVED
CLERK OF COURT
BEAUFORT COUNTY, S.C.

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

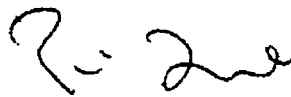
real estate agent to list and sell the property in order to maximize the sale price and value for the parties.

32. Plaintiffs are informed and believe that they are entitled to an order for partition by sale by private real estate agent.
33. Alternatively, Plaintiffs are informed and believe that they are entitled to an order for partition by sale in accordance with SC Code § 15-61-10 et seq.

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



Dean B. Bell, Esq.
Zach S. Naert, Esq.
1 Corpus Christi Place, Suite 105
Hilton Head Island, SC 29928
Tel: (843) 785-9772
Fax: (843) 785-9773
Attorneys for Plaintiffs

October 2, 2012
Hilton Head Island, SC

Tab 6

6

Dean Bell

From: Dean Bell
Sent: Monday, June 24, 2013 8:35 AM
To: Dukes, Marvin
Cc: McLeod, Heather; charles@houstonlaw.net; Cornelia Houston Hall
Subject: RE: Hall, et al. v. Houston/2011-CP-07-5141

Will do. I'll try to get it to you this week.

Thanks,

Dean

From: Dukes, Marvin [<mailto:mdukes@bcgov.net>]
Sent: Monday, June 24, 2013 8:32 AM
To: Dean Bell
Cc: McLeod, Heather; charles@houstonlaw.net; Cornelia Houston Hall
Subject: RE: Hall, et al. v. Houston/2011-CP-07-5141

Thanks,
Please draft an Order in Word format and send it to heather, with copies to all.

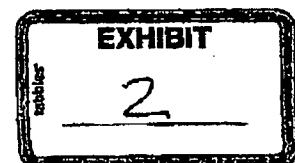
Marvin H. Dukes, III
Master-in-Equity for Beaufort County
Beaufort County Courthouse
102 Ribaut Road, Room 212
Post Office Drawer 1228
Beaufort, SC 29901
Office: 843.255.5710
Fax: 843.255.9505

Neither this office, nor its staff gives legal, financial or other advice. Any information obtained from this office or it's staff, regardless of form, should not be taken as legal or financial advice. Persons seeking to purchase properties from foreclosures or other sales should obtain independent advice as to value, sufficiency of title, tax consequences, other liens, and all other matters related to said purchase. Persons involved in litigation should obtain counsel and may not rely on any information obtained from this office as legal advice. Do not rely on this office for legal advice- always obtain independent legal advice.

From: Dean Bell [<mailto:dbell@deanbell-law.com>]
Sent: Monday, June 24, 2013 8:22 AM
To: Dukes, Marvin
Cc: McLeod, Heather; charles@houstonlaw.net; Cornelia Houston Hall
Subject: Hall, et al. v. Houston/2011-CP-07-5141

Judge Dukes:

The final hearing in the above referenced matter was on May 22. I subsequently provided an Affidavit of Attorney fee, which was filed and copied to Mr. Houston. I have had no communications any sort from Mr. Houston subsequent to



the hearing, and as such, it does not appear that any possibility of a settlement exists. I would appreciate your issuing an Order at your convenience. If you would prefer, I can provide a proposed Order.

Thank you,

Dean B. Bell
The Law Office of Dean B. Bell, LLC
1 Corpus Christie Place
Bldg 105 Executive Center
Hilton Head Island, SC 29928
(843) 785-9772; (843) 785-9773 (fax)

dbell@deanbell-law.com
www.deanbell-law.com

Confidentiality Note:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-785-9772) or reply to this e-mail and delete all copies of this message.

To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. Thank you.

Dean Bell

From: Dean Bell
Sent: Tuesday, July 09, 2013 9:27 AM
To: McLeod, Heather
Cc: charles@houstonlaw.net
Subject: Hall, et al v. Houston/CASE NO. 2011-CP-07-5141
Attachments: Final Order.docx

Heather:

Attached please find a proposed Order in connection with the final hearing that was held on May 22. I apologize for the delay in providing this. By copy of this email, I am forwarding it to Mr. Houston. If you need anything further, let me know.

Thank you,

Dean B. Bell
 The Law Office of Dean B. Bell, LLC
 1 Corpus Christie Place
 Bldg 105 Executive Center
 Hilton Head Island, SC 29928
 (843) 785-9772; (843) 785-9773 (fax)

dbell@deanbell-law.com
www.deanbell-law.com

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To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter(s). To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. Thank you.

Tab 7

7

Fw: Bruce King, et al. vs. Peggy Allen, et al.; 09-4889

From: "McLeod, Heather" <hmcLeod@bcgov.net>

Date: 12/02/2015 11:46AM

To: "William B. Heyward" <heywarddwighth@msn.com>, Rick Haight <rick@mhalawfirm.com>, Elaine Montgomery for Rick Haight <Elaine@mhalawfirm.com>, "Douglas W. MacNeille" <douglas@ruthandmacneille.com>, "Douglas W. MacNeille" <macneilled@aol.com>, "John W. Wilkins" <john@coltraneandwilkins.com>, "Arlene Coleman for John W. Wilkins" <arlene@coltraneandwilkins.com>, Daniel Saxon <dsaxon@ns-lawfirm.com>, "Monica Strong for Daniel A. Saxon" <mstrong@ns-lawfirm.com>, "William F. Marscher III" <rick.marscher@vmblawfirm.com>, "Debbie Criddle for William F. Marscher III" <debbie.criddle@vmblawfirm.com>, "Myra for William F. Marscher III" <myra.daniell@vmblawfirm.com>, "Leah B. Moody (lbmatty@comporium.net)" <lbmatty@comporium.net>, "Addison D. Fender" <addison@fenderlawfirm.net>, addison fender <addisonfender@gmail.com>, "Louis O. Dore" <dorelaw@embarqmail.com>, "Cheryl V. Doe for Louis Dore" <cheryldoe@embarqmail.com>, Terry Finger <tfinger@fingerlaw.com>, "Veronica Hagopian for Terry Finger" <vhagopian@fingerlaw.com>, "Cathy Carstensen for Terry A. Finger" <ccarstensen@fingerlaw.com>, "Louis H. Lang" <louislang@ctrlawfirm.com>

Cc: "The Houston Law Firm, LLC" <charles@houstonlawfirm.net>, "Dukes, Marvin" <mdukes@bcgov.net>

To All Parties:

Please see the below email with the above attached proposed Order I received from Charles Houston yesterday. I would ask all to review and reply. Thank you.

Please contact us immediately if you are waiting on a ruling and it has been more than 30 days.

If you have a motion older than 30 days, needing a hearing, please email me a filed copy and I will work with you on scheduling. Please note, there may be jurisdiction or conflict issues resulting in Judge Dukes' inability to hear a motion.

Thanking You in Advance,

Heather R. H. McLeod,
Judicial Assistant to
Hon. Marvin H. Dukes, III
Beaufort County Master In Equity
And Special Circuit Court Judge
P. (843) 255-5710
F. (843) 255-9505
hmcLeod@bcgov.net

Beaufort County Courthouse
102 Ribaut Rd., 2nd Floor, Room 212

Tab 8

8

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-07-05141

CORNELIA H. HALL, ET AL

CHARLES E. HOUSTON, JR.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

THIS CAME BEFORE ME TODAY ON DEFENDANT'S MOTION FOR RECONSIDERATION, FILED 7/30/2013. ATTORNEY DEAN BELL APPEARED FOR THE PLAINTIFFS AND THE DEFENDANT APPEARED PRE-SE AND VIA TELE-CONFERENCE. AFTER HEARING FROM BOTH PARTIES I HEREBY DENY THE MOTION FOR RECONSIDERATION.

ORDER INFORMATION

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

INFORMATION FOR THE PUBLIC INDEX

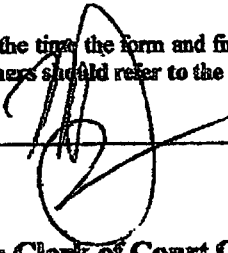
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

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

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.


Circuit Court Judge

3069
Judge Code

9/11/12
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

DEAN B. BELL

CHARLES E. HOUSTON, JR.

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: N/A

126 9

9

2018-CP-07-01559 Charles E. Houston, Jr. v. Dean Bell, et al

August 21, 2019 at 1:37 PM

From "Dickson, Edgar W. Secretary (Catherine C. Wilson)"

To "dbell@deanbell-law.com", "cliff.moore@arlaw.com", "tom@thomastaylorlaw.com",
"charlesehouston@icloud.com"

Cc "Dickson, Edgar W. Law Clerk (Elizabeth Koeman)"

Counsel,

After careful consideration Judge Dickson has decided to grant Defendant's Hammel Properties and Dean Bell's Motion for Summary Judgment. Mr. Bell and Mr. Moore please submit Orders granting summary judgment to our office within 10 days.

Catherine "Cathy" C. Wilson
Administrative Assistant
Judge Edgar W. Dickson
P.O. Box 1949
Orangeburg, S.C. 29116
803.535.2187
edicksonsc@sccourts.org

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STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

Charles E. Houston, Jr.

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2018-CP-07-01559

**ORDER GRANTING DEFENDANT B.  
HAMMEL PROPERTIES, LLC  
SUMMARY JUDGMENT**

The Motion for Summary Judgment of the Defendant B. Hammel Properties, LLC ("Hammel Properties") filed in this matter on February 13, 2019 was before me on July 10, 2019. W. Cliff Moore, III and Thomas C. Taylor were present as counsel for Hammel Properties. The Plaintiff appeared at that hearing *pro se*. Dean B. Bell also attended the hearing, representing himself and the Law Offices of Dean B. Bell, LLC.

This action is the Plaintiff's collateral attack on a decision entered in a separate partition action that ended in March of 2014. In the matter styled *Cornelia H. Hall, et al v. Charles E. Houston, Jr.*, Civil Action Number 2011-CP-07-05141 (the "Partition Action") the Plaintiff Charles E. Houston's ("Houston") sisters secured an order that partitioned, by sale, real property on Hilton Head Island. The order for partition directed the private marketing and sale of the real property. The Hammel Properties, LLC purchased the property through the process identified in the partition order.

In this action, Houston alleges that the trial court in the Partition Action lacked jurisdiction; the trial court's decision in the Partition Action was contrary to previous orders entered in the Partition Action; the decision in the Partition Action violated the Houston's due process rights; and the relief awarded in the Partition Action was beyond the authority of the trial court to award. On these allegations, Houston requests that this Court set aside the transfer of his interest in the real property that passed to this Defendant through the partition process and award Houston damages for wrongfully taking that property from him.

In its motion for Summary Judgment, Hammel Properties argues that there is no genuine issue of material fact raised by Houston's pleadings and that Hammel Properties is entitled to Summary Judgment as a matter of law. Based on the pleadings filed in this matter, the submissions of counsel in support of the motion, the submissions of Houston opposing the motion, arguments of counsel and applicable law, I find and conclude as follows:

### FINDINGS OF FACT

1. Cornelia H. Hall ("Hall"), Jeanne H. Hampton ("Hampton"), Mary A. Houston ("M. Houston"), and Houston jointly owned property on Hilton Head Island that is commonly referred to as 31 Marshland Road (the "Subject Property").

2. On December 7, 2011 Dean B. Bell ("Bell"), in his capacity as attorney for Hall, Hampton and M. Houston, (also referred to as the "Partition Plaintiffs") filed an action against Houston seeking the partition by sale of the Subject Property.

3. Houston appeared pro se in that matter and filed his Answer.

4. On June 4, 2012, Bell, on behalf of the Partition Plaintiffs, filed a Motion for Order of Reference and a Motion for Summary Judgment in the Partition Action with a Certificate of Mailing signed by Bell's paralegal indicating service of those motions on Houston by mail on June 1, 2012. Houston claims that he did not receive a copy of the Motion for Order of Reference.

5. The Court in the Partition Action scheduled a hearing on the Motion for Order of Reference and the Motion for Summary Judgment for August 10, 2012. At the scheduled hearing, the Court heard discovery motions and the Motion for Order of Reference. Houston was present at the hearing and made an oral Motion to Dismiss the Complaint of the Partition Plaintiffs. By Order dated August 20, 2012 and recorded September 4, 2012 (the "Order of Reference"), the Court granted the Motion for Reference, referring the matter to the Master in Equity for Beaufort County and provided time for the Partition Plaintiffs to amend their Complaint. The Court did not hear the Summary Judgment Motion.

6. Houston alleges that the Order of Reference made the determination that any partition of the Subject Property would be by a public auction. The Order of Reference does not contain the determination suggested by Houston.

7. Houston also claims that, at the August 10, 2012 hearing, the Court ruled that the Partition Plaintiffs could amend their Complaint, but they were restricted on what they could allege

in that Amended Complaint. Houston did not believe that the Partition Plaintiffs could pursue claims for an accounting on rents, taxes and "other sundry items", and were restricted to pursuing partition by public sale. The Order of Reference does not restrict what the Partition Plaintiff were able to alleged in their Amended Complaint.

8. Bell, in his capacity as attorney for the Partition Plaintiffs, filed an Amended Complaint in the Partition Action on October 4, 2012. The Amended Complaint included claims against Houston for rent and an action for contribution for taxes, insurance and other expenses associated with maintenance of the Subject Property. The Amended Complaint also specifically alleged that the partition sale of the Subject Property should be a private sale secured through the use of private real estate agent.

9. Houston responded to the Amended Complaint with an Answer dated November 15, 2012 that specifically denied the Partition Plaintiffs' allegations concerning Houston's responsibility for rent, taxes, insurance and other expenses associated with the maintenance of the Subject Property. Houston also denied that the partition should be by private sale.

10. The Master in Equity for Beaufort County conducted the trial in the Partition Action on May 22, 2013. Houston was present at the trial.

11. On June 24, 2013, Bell communicated with the Master in Equity for Beaufort County by electronic mail requesting a decision by the Master in Equity. The electronic mail shows that Bell sent Houston a copy of the communication, but Houston claims that the address used was the wrong address.

12. The Master in Equity responded to Bell's June 24, 2013 electronic mail on the same date asking Bell to prepare a proposed order. The Master in Equity copied Houston on that communication to the same address Houston claims is incorrect.

13. Bell presented a proposed order to the Master in Equity on July 9, 2013 by electronic mail and provided a copy to Houston at the same address Houston claims to be incorrect.

14. The Master in Equity executed a Final Order in the Partition Action on July 15, 2013 and the Clerk of Court for Beaufort County recorded it on July 19, 2013 (the "Final Order").

15. The Final Order provides, among other things,

- a. For partition by private sale to be managed by Hall through a real estate broker;
- b. That Houston owed the Partition Plaintiffs a sum of money for his failure to contribute to the cost of hazard insurance on the Subject Property;

- c. That amounts paid by the Trustees for the Houston-Patterson Educational Trust for property taxes would be refunded to those Trustees from the proceeds of the partition sale;
- d. That a portion of the proceeds from the partition sale due to Houston would be paid to the Partition Plaintiffs as rent owed by Houston for use of the Subject Property as his law office and rent owed from a tenant that Houston allowed to occupy the Subject Property; and
- e. That attorney fees to pay Bell for a portion of the attorney fees incurred for the partition action would be paid from the portion of partition sale proceeds to which Houston was entitled.

16. Houston filed a Motion for Reconsideration of the Final Order on July 30, 2013 that challenged the Final Order on the following grounds:

- a. Bell submitted a proposed order to the Master in Equity in *ex parte* communications without being requested to submit such a proposed order;
- b. The Master in Equity erred in allowing testimony concerning an accounting from Houston, conversion and partition by private sale because those claims had been dismissed by the Order of Reference and the Court ruled that the sole cause of action by Partition Plaintiffs was an action for partition by public sale;
- c. The Master in Equity failed to consider the Subject Property to be "heirs title";
- d. The Master in Equity lacked jurisdiction concerning issues relating to contribution among heirs to decedent's estate; and
- e. The finding of attorney's fees to be paid to Bell was improper because the Master in Equity should not have ruled in favor of the Partition Plaintiffs.

17. The Court denied Houston's Motion to Reconsider on September 11, 2013.

18. On September 23, 2013, Houston served his Notice of Appeal of the Final Order.

19. Houston did not pursue the appeal and the matter was remitted to the circuit court on March 10, 2014.

20. On June 23, 2015, Hall made, executed and delivered a General Warranty Deed conveying the Subject Property to Hammel Properties pursuant to the authority given to Hall in the Final Order (the "Partition Deed"). Hammel Properties paid Three Hundred Eighty-Five Thousand and 00/100 Dollars (\$385,000.00) for the Subject Property.

21. On July 1, 2015, Todd E. Houston, in his capacity as Trustee of the Houston-Patterson Educational Trust, filed an action against M. Houston, in her capacity as a Trustee the same Trust, Hall (individually), and Wells Fargo Bank alleging, among other things, breach of trust, and conspiracy, embezzlement (the "Trust Action"). Todd E. Houston ("T. Houston") is Houston's son and Houston served as attorney for T. Houston in the Trust Action. Houston was also a co-trustee of the Houston-Patterson Educational Trust. The allegations in the Trust action concerned M. Houston's and Hall's handling of a payment due to the Trustees pursuant to paragraph 9 of the Final Order.

22. On January 5, 2018, T. Houston filed a complaint against Bell with The South Carolina Supreme Court, Commission on Lawyer Conduct accusing Bell of embezzlement, the misappropriation of client funds, intentionally disobeying a court order, fraud and deceit. Houston assisted T. Houston in the preparation of his complaint letter against Bell.

23. The parties settled the Trust Action on February 12, 2018. Houston, in his capacity as a Trustee of the Trust, was a party to the settlement.

24. On May 22, 2018, Hammel Properties made executed and delivered a Title to Real Estate conveying the Subject Property, along with other real property, to DMS Funding I, LLC. DMS Funding I, LLC paid Hammel Properties One Million Two Hundred Forty-Two Thousand and 00/100 Dollars (\$1,242,000.00) for several parcels of real property, which included the Subject Property.

25. Houston filed his Complaint in this action on July 31, 2018. The Complaint sets forth seven causes of action as follows:

- a. A collateral attack on the Final Order challenging the jurisdiction of the Master in Equity based on the allegation that there was no Order of Reference to the Master in Equity (the "First Cause of Action");
- b. A challenge that the Final Order was inconsistent with the previous rulings by the Court in the Partition Action (the "Second Cause of Action");
- c. Allegations of due process violations by the Court for ignoring the law of the case and against Bell for *ex parte* submissions of unsolicited proposed orders to the Master in Equity (the "Third Cause of Action");
- d. A collateral attack on the Final Order as exceeding the jurisdictional and statutory powers of a court of equity in South Carolina (the "Fourth Cause of Action");

- e. An action to determine that the Partition Deed did not convey Houston's interest in the Subject Property to the Defendant because the Master in Equity did not have the authority to authorize Hall to transfer Houston's interest in the Subject Property as set out in the Final Order (the "Fifth Cause of Action");
  - f. An action for wrongful ouster against Bell and Bell's law firm (the "Sixth Cause of Action"); and
  - g. An action to recover damages for waste to the Subject Property and theft of personal property that Houston failed to remove from the Subject Property (the "Seventh Cause of Action")
26. The Third Cause of Action was not made against Hammel Properties.

#### CONCLUSIONS OF LAW ON THE SUMMARY JUDGMENT STANDARD

27. Summary judgment should be granted where the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show there is no genuine issues as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. In determining whether any triable issue of fact exists, the evidence and all inferences, which can reasonably be drawn therefore, must be viewed in the light most favorable to the nonmoving party. *BPS, Inc. v. Worthy*, 362 S.C. 219, 325, 608, S.E.2d 155, 158 (Ct. App. 2005). All ambiguities, conclusions, and inferences rising from the evidence must be construed most strongly against the moving party. *Id.* at 325, 608 S.E.2d at 159. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Bennet v. Investors Title Ins. Co.*, 370 S.C. 561, 569, 635 S.E.2d 660, 664 (Ct. App. 2006). "Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). "With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility 'may be discharged by 'showing' --that is, pointing out to the [trial] court --that there is an absence of evidence to support the nonmoving party's case." *Id.* (alteration in original) (quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 325 (1986)). "The moving party need not 'support its motion with affidavits or other similar materials negating the opponent's claim.'" *Id.* (quoting *Celotex*, 477 U.S. at 323); see also *Richardson v. State-Record Co.*, 330 S.C. 562, 499 S.E.2d 822 (Ct.App.1998). The purpose of



summary judgment is to expedite disposition of cases which do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003).

**CONCLUSIONS OF LAW ON HOUSTON'S CHALLENGE TO THE ORDER OF  
REFERENCE TO THE MASTER IN EQUITY IN THE PARTITION ACTION**

28. Houston alleges that there was no Order of Reference. The file maintained by the Clerk of Court for Beaufort County on the Partition Action contains the Order of Reference that directly contradicts Houston's allegation.

29. Further, Houston voluntarily and intentionally participated in the Partition Action after it was referred to the Master in Equity. He participated in the trial, filed a motion for the Master in Equity to reconsider the Final Order, and initiated the process to appeal the Master in Equity's Final Order – all without a challenge to the jurisdiction of the Master in Equity. Through this participation, Houston voluntarily and intentionally abandoned his right to challenge the jurisdiction of the Master in Equity. *See, Spur at Williams Brice Owners Ass'n, Inc. v. Lalla*, 415 S.C. 72, 91, 781 S.E.2d 115, 125 (Ct. App. 2015).

30. On Houston's claim that the Master in Equity lacked jurisdiction in the Partition Action, there is no genuine issue of material fact. The Master in Equity had jurisdiction pursuant to the Order of Reference.

**CONCLUSIONS OF LAW ON THE HAMMEL PROPERTIES' ASSERTION THAT  
ALL OF HOUSTON'S CLAIMS ARE BARRED BY THE  
DOCTRINE OF COLLATERAL ESTOPPEL**

31. All of the claims raised by the Houston in his Complaint were fully litigated and finally resolved in the Partition Action. Accordingly, the doctrine of collateral estoppel stands as a bar to the relief demanded by the Houston in this action. *Beall v. Doe*, 281 S.C. 363, 315 S.E.2d 186 (Ct. App. 1984). While Houston fails to join the other parties to the Partition Action in this action, the doctrine of collateral estoppel does not require mutuality of the parties in the actions compared. South Carolina recognizes nonmutual collateral estoppel. *Id.*

32. As a matter of law, Hammel Properties is entitled to summary judgment on all of Houston's claims because the doctrine of nonmutual collateral estoppel bars each of Houston's claims.

**CONCLUSIONS OF LAW ON HAMMELL PROPERTIES' ASSERTION  
THAT ALL OF HOUSTON'S CLAIMS ARE BARRED BY  
THE STATUE OF LIMITATIONS**

33. The claims made in Houston's complaint are also barred by the statute of limitations. While challenges to final judgments may be handled by motion pursuant to Rule 60, SCRCP, collateral attacks in a separately filed action are also appropriate. Rule 60(b), SCRCP, *See, e.g., Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988).

34. The time for challenges pursuant to Rule 60, whether by motion or by collateral attack in a separate action, are set out in that rule. *Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988). Challenges to a final order or judgment for the reasons set out in Rule 60(b)(1), (2), and (3) must be filed "not more than one year after the judgment, order or proceeding was entered or taken." Efforts to set aside a final order or judgment for reasons detailed in Rule 60(b)(4) and (5) must be made within a "reasonable time".

35. Houston filed the Complaint in this action four (4) years, four (4) months and twenty-one (21) days after the Court of Appeals issued the Remittitur ending Houston's appeal of the Final Order. If Houston's claims are pursuant to Rule 60(b) (1), (2), or (3) the date of the filing of the Complaint is well beyond the one year required for challenges to be made under those provisions of Rule 60(b).

36. Houston offers no reason for the delay in filing this collateral attack on the Final Order. His Complaint filed on July 31, 2018 merely repeats the challenges he made almost five (5) years earlier when he filed his Motion to Reconsider the Final Order on September 11, 2013. The length of the delay, coupled with a lack of explanation for the delay and Houston's conduct following the Final Order – the Motion to Reconsider, the appeal, the Trust Action, and the Complaint to the Commission on Lawyer Conduct- allow this Court to determine that, as a matter of law, Houston's claims under Rule 60(b)(5) are time barred. A four (4) year delay in the filing of a Rule 60(b), SCRCP Motion to set aside a partition action based on fraud has been determined to be an unreasonable time. *Perry v. Heirs at Law & Distributees of Gadsden*, 357 S.C. 42, 48, 590 S.E.2d 502, 505 (Ct. App. 2003). In *McDaniel v. United States Fid. & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996), the court upheld a special referee's decision that a Rule 60(b)(4) motion was untimely when made four years after the judgment. ("The special referee's decision that McDaniel's motion was untimely after nearly four years is not an abuse of

discretion, especially since McDaniel participated in the settlement, received substantial benefits from it, and utilized § 38-77-940 as the basis for a cause of action in his 1989 complaint.”). The court of appeals has also held that an 18-month delay was unreasonable under Rule 60(B)(4) and (5) - *Smith Cos. v. Hayes*, 311 S.C. 358, 359, 428 S.E.2d 900, 902 (Ct. App. 1993) (“The record reveals no justifiable reason to excuse Hayes’s delay in seeking to set aside the February 23d judgment. Relief from judgment under Rule 60 should not be considered a substitute for appeal from a final judgment, particularly when it is clear the party seeking relief could have litigated at trial and on appeal the claims he now makes by motion.”).

37. Our courts have recognized the inherent power of a court of equity to set aside its judgments. See *Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988). In upholding that inherent power, courts have held that a judgment may be set aside on the ground of fraud only if the fraud is “extrinsic” and not “intrinsic.” *Hagy v. Pruitt (In re Pruitt)*, 339 S.C. 425, 431, 529 S.E.2d 714, 717 (2000) (“[C]ourts have the inherent authority to set aside a judgment on the grounds of extrinsic fraud in spite of any facially applicable statutes of limitation.”); *Chewning v. Ford Motor Co.*, 354 S.C. 72, 80, 579 S.E.2d 605, 609-610 (2003). “There is no statute of limitations when a party seeks to set aside a judgment due to fraud upon the court.” *Chewning*, 579 S.E. 2d at 609-610.

38. Extrinsic fraud is “fraud that induces a person not to present a case or deprives a person of the opportunity to be heard...” *Chewning*, 579 S.E.2d at 81. In his Complaint, Houston specifically alleges extrinsic fraud. The conduct that he describes as extrinsic fraud is the *ex parte* communication Bell allegedly had with the Master in Equity. However, Houston does not allege that those communications induced Houston not to present his case or deprived him of the opportunity to be heard. To the contrary, Houston appeared and argued this very point to the Master in Equity in his Motion to Reconsider.

39. Houston has offered no reason for which he can collaterally attack the Final Order that is not time barred. Accordingly, the statute of limitations defense is a separate and independent basis for granting the summary judgment to Hammel Properties on all of the Houston’s claims.

#### CONCLUSIONS OF LAW ON HAMMEL PROPERTIES’ LACHES DEFENSE

40. “The equitable doctrine of laches is defined as ‘neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what

in law should have been done.” *Robinson v. Estate of Harris*, 389 S.C. 360, 371-372, 698 S.E.2d 801, 807 (2010), quoting, *Hallums v. Hallums*, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988). “Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights.” *Robinson*, 296 S.C. at 372, 689 S.E.2d at 807, citing, *Chambers of S.C., Inc. v. County Council of Lee County*, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993). The party alleging laches must show (1) delay, (2) the delay was unreasonable under the circumstances, and (3) resulting prejudice. *Robinson*, 296 S.C. at 372, 689 S.E.2d at 807, citing, *Hallums*, 296 S.C. at 199, 371 S.E.2d at 528.

41. More than three (3) years before Houston filed this claim, Hall deeded the Subject Property to this Defendant. After holding and maintaining the Subject Property for two (2) years and 11 months this Defendant sold the Subject Property to a third party. Houston provides no explanation for the delay and there is no allegation that the delay was reasonable. This delay was unreasonable.

42. Hammel Properties has demonstrated that granting the relief requested by Houston – setting aside the deed to Hammel Properties - would prejudice Hammel Properties. Such a determination would subject Hammel Properties to claims by the party to whom it sold the Subject Property, deprive it of the return on its investment in the Subject Property, and require Hammel Properties to pursue Houston and his family members for the Three Hundred Eight Five Thousand and 00/100 Dollars (\$385,00.00) it paid for the Subject Property.

43. Houston’s claims are barred by the doctrine of laches. This is a separate and independent ground for granting Hammel Properties request for Summary Judgment.

**IT IS THEREFORE ORDERED THAT** there is no genuine issue of any material fact on the claims raised by Houston against Hammel Properties and Hammel Properties is entitled to judgment entered for it on all of the claims asserted by Houston against Hammel Properties as a matter of law. This is a judgment in favor of Hammel Properties on the whole matter and denying all of the relief that Houston requested against Hammel Properties.

**AND IT IS SO ORDERED.**

*(Judge's signature to follow)*

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Charles E. Houston, Jr.

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2018-CP-07-01559

**ORDER GRANTING DEFENDANTS  
DEAN B. BELL'S AND THE LAW  
OFFICE OF DEAN B. BELL'S  
MOTION FOR  
SUMMARY JUDGMENT**

The Motion for Summary Judgement of the Defendants Dean B. Bell, individually, and The Law Office of Dean B. Bell, LLC ("Bell Defendants") filed on April 3, 2019 came before me for hearing on June 10, 2019. Dean B. Bell was present at the hearing representing himself and The Law Office of Dean B. Bell, LLC. W. Cliff Moore, III and Thomas C. Taylor were present as counsel for B. Hammell Properties, LLC ("Hammell Properties"). The Plaintiff appeared *pro se*.

This action is an attempted collateral attack on an Order entered in a separate matter that was filed July 15, 2013. In that matter, *Cornelia H. Hall, et al v. Charles E. Houston, Jr.*, Civil Action Number 2011-CP-07-05141 (the "Partition Action") the Plaintiff Charles E. Houston's ("Houston") sisters secured an Order that partitioned, by private sale, real property located on Hilton Head Island. The Order which the Plaintiff seeks to attack in this matter ordered, among other things, that the property in that matter be advertised and sold with the proceeds distributed in accordance with specific directives. Hammell Properties, LLC purchased the property in accordance with the terms of the Order.

In this action, Houston alleges that the trial court in the Partition Action lacked jurisdiction; the trial court's decision in the Partition Action was contrary to previous orders entered in the Partition Action; the decision in the Partition Action violated Houston's due process rights; and the relief awarded in the Partition Action was beyond the authority of the trial judge. Houston requests that this Court set aside the sale, reinstate his undivided ownership interest, put him back in possession of the property, and award Houston

damages against the Bell Defendants and Hammell Properties for the wrongfully taking the property from him.

In their motion for Summary Judgment, the Bell Defendants argue that there is no genuine issue of material fact raised by Houston's pleadings or the facts as demonstrated through voluminous exhibits included in their Motion and Supporting Memorandum along with the Motion for Summary Judgment filed by Hammell Properties, most of which are included in the Court's file in the Partition Action, and that, as such, the Bell Defendants are entitled to Summary Judgment as a matter of law.

Based on the pleadings filed in this matter, the submissions of counsel in support of the motion, the submissions of Houston opposing the motion, arguments of counsel and applicable law, I find and conclude as follows:

#### FINDINGS OF FACT

1. Cornelia H. Hall ("Hall"), Jeanne H. Hampton ("Hampton"), Mary A. Houston ("M. Houston"), and Houston jointly owned property on Hilton Head Island that is commonly referred to as 31 Marshland Road (the "Subject Property").
2. On December 7, 2011 Dean B. Bell ("Bell"), in his capacity as attorney for Hall, Hampton and M. Houston, (also referred to as the "Partition Plaintiffs") filed an action against Houston seeking the partition by sale of the Subject Property.
3. Houston appeared pro se in that matter and filed his Answer.
4. On June 4, 2012, Bell, on behalf of the Partition Plaintiffs, filed a Motion for Order of Reference and a Motion for Summary Judgment in the Partition Action with a Certificate of Mailing signed by Bell's paralegal indicating service of those motions on Houston by mail on June 1, 2012. Houston claims that he did not receive a copy of the Motion for Order of Reference.
5. The Court in the Partition Action scheduled a hearing on the Motion for Order of Reference and the Motion for Summary Judgment for August 10, 2012. Despite Houston's claim that he did not receive a copy of the Motion for Order of Reference, he attended the hearing. At the scheduled hearing, the Court heard discovery motions and the Motion for Order of Reference. At the time of the hearing, Houston made an oral Motion to Dismiss the Complaint of the Partition Plaintiffs. By Order dated August 20, 2012 and

recorded September 4, 2012 (the "Order of Reference"), the Court granted the Motion for Reference, referring the matter to the Master in Equity for Beaufort County and provided time for the Partition Plaintiffs to amend their Complaint. The Court did not hear the Summary Judgment Motion.

6. Houston alleges that the Order of Reference made the determination that any partition of the Subject Property would be by a public auction. The Order of Reference does not contain the determination suggested by Houston.

7. Houston also claims that, at the August 10, 2012 hearing, the Court ruled that the Partition Plaintiffs could amend their Complaint, but they were restricted on what they could allege in that Amended Complaint. Houston did not believe that the Partition Plaintiffs could pursue claims for an accounting on rents, taxes and "other sundry items", and were restricted to pursuing partition by public sale. The Order of Reference does not restrict what the Partition Plaintiffs were able to allege in their Amended Complaint.

8. The record indicates that Houston was served with the Order of Reference.

9. Bell, in his capacity as attorney for the Partition Plaintiffs, filed an Amended Complaint in the Partition Action on October 4, 2012. The Amended Complaint included claims against Houston for rent and an action for contribution for taxes, insurance and other expenses associated with maintenance of the Subject Property. The Amended Complaint also specifically alleged that the partition sale of the Subject Property should be a private sale secured through the use of private real estate agent.

10. Houston responded to the Amended Complaint with an Answer dated November 15, 2012 that specifically denied the Partition Plaintiffs' allegations concerning Houston's responsibility for rent, taxes, insurance and other expenses associated with the maintenance of the Subject Property. Houston also denied that the partition should be by private sale.

11. The Master in Equity for Beaufort County conducted the trial in the Partition Action on May 22, 2013. Houston was present at the trial representing himself.

12. On June 24, 2013, Bell communicated with the Master in Equity for Beaufort County by electronic mail requesting a decision by the Master in Equity. The electronic mail shows that Bell sent Houston a copy of the communication, but Houston claims that the address used was the wrong address.

13. The Master in Equity responded to Bell's June 24, 2013 electronic mail on the same date asking Bell to prepare a proposed order. The Master in Equity copied Houston on that communication to the same address Houston claims is incorrect.

14. Bell presented a proposed order to the Master in Equity on July 9, 2013 by electronic mail and provided a copy to Houston at the same address Houston claims to be incorrect.

15. The Master in Equity executed a Final Order in the Partition Action on July 15, 2013 and the Clerk of Court for Beaufort County recorded it on July 19, 2013 (the "Final Order").

16. The Final Order provides, among other things,

- a. For partition by private sale to be managed by Hall through a real estate broker;
- b. That Houston owed the Partition Plaintiffs a sum of money for his failure to contribute to the cost of hazard insurance on the Subject Property;
- c. That amounts paid by the Trustees for the Houston-Patterson Educational Trust for property taxes would be refunded to those Trustees from the proceeds of the partition sale;
- d. That a portion of the proceeds from the partition sale due to Houston would be paid to the Partition Plaintiffs as rent owed by Houston for use of the Subject Property as his law office and rent owed from a tenant that Houston allowed to occupy the Subject Property; and
- e. That attorney fees to pay Bell for a portion of the attorney fees incurred for the partition action would be paid from the portion of partition sale proceeds to which Houston was entitled.

17. Houston filed a Motion for Reconsideration of the Final Order on July 30, 2013 that challenged the Final Order on the following grounds:

- a. Bell submitted a proposed order to the Master in Equity in *ex parte* communications without being requested to submit such a proposed order;
- b. The Master in Equity erred in allowing testimony concerning an accounting from Houston, conversion and partition by private sale because those claims had been dismissed by the Order of Reference and the Court ruled that the



sole cause of action by Partition Plaintiffs was an action for partition by public sale;

- c. The Master in Equity failed to consider the Subject Property to be "heirs title";
- d. The Master in Equity lacked jurisdiction concerning issues relating to contribution among heirs to decedent's estate; and
- e. The finding of attorney's fees to be paid to Bell was improper because the Master in Equity should not have ruled in favor of the Partition Plaintiffs.

18. The Court denied Houston's Motion to Reconsider on September 11, 2013.

19. On September 23, 2013, Houston served his Notice of Appeal of the Final Order.

20. Houston did not pursue the appeal resulting in its dismissal and the matter was remitted to the circuit court on March 10, 2014.

21. On June 23, 2015, Hall made, executed and delivered a General Warranty Deed conveying the Subject Property to Hammell Properties pursuant to the authority given to Hall in the Final Order (the "Partition Deed"). Hammell Properties paid Three Hundred Eighty Five Thousand and 00/100 Dollars (\$385,000.00) for the Subject Property.

22. On July 1, 2015, Todd E. Houston, in his capacity as Trustee of the Houston-Patterson Educational Trust, filed an action against M. Houston, in her capacity as a Trustee the same Trust, Hall (individually), and Wells Fargo Bank alleging, among other things, breach of trust, and conspiracy, embezzlement (the "Trust Action"). Todd E. Houston ("T. Houston") is Houston's son and Houston served as attorney for T. Houston in the Trust Action. Houston was also a co-trustee of the Houston-Patterson Educational Trust. The allegations in the Trust action concerned M. Houston's and Hall's handling of a payment due to the Trustees pursuant to paragraph 9 of the Final Order.

23. On January 5, 2018, T. Houston filed a complaint against Bell with The South Carolina Supreme Court, Commission on Lawyer Conduct accusing Bell of embezzlement, the misappropriation of client funds, intentionally disobeying the Final Order, fraud and deceit. Houston assisted T. Houston in the preparation of his complaint letter against Bell. The Commission investigated and dismissed the complaint.

24. The parties settled the Trust Action on February 12, 2018. Houston, in his capacity as a Trustee of the Trust, was a party to the settlement.

25. Subsequent to the settlement but within the time prescribed by the Rules, T. Houston, with Houston's assistance, filed a request for a Full Panel Review of the Commission on Lawyer's Conduct's decision to dismiss T. Houston's complaint despite already being in receipt of the funds T. Houston alleged Bell misappropriated from the sales proceeds in violation of the Final Order. The subsequent Full Panel Review confirmed the Commission's findings and the complaint remained dismissed.

26. On May 22, 2018, Hammell Properties made executed and delivered a Title to Real Estate conveying the Subject Property, along with other real property, to DMS Funding I, LLC. DMS Funding I, LLC paid Hammell Properties One Million Two Hundred Forty Two Thousand and 00/100 Dollars (\$1,242,000.00) for several parcels of real property, which included the Subject Property.

27. Houston filed his Complaint in this action on July 31, 2018. The Complaint sets forth seven causes of action as follows:

- a. A collateral attack on the Final Order challenging the jurisdiction of the Master in Equity based on the allegation that there was no Order of Reference to the Master in Equity (the "First Cause of Action");
- b. A challenge that the Final Order was inconsistent with the previous rulings by the Court in the Partition Action (the "Second Cause of Action");
- c. Allegations of due process violations by the Court for ignoring the law of the case and against Bell for *ex parte* submissions of unsolicited proposed orders to the Master in Equity (the "Third Cause of Action");
- d. A collateral attack on the Final Order as exceeding the jurisdictional and statutory powers of a court of equity in South Carolina (the "Fourth Cause of Action");
- e. An action to determine that the Partition Deed did not convey Houston's interest in the Subject Property to the Defendant because the Master in Equity did not have the authority to authorize Hall to transfer Houston's interest in the Subject Property as set out in the Final Order (the "Fifth Cause of Action");

- f. An action for wrongful ouster against Bell and Bell's law firm (the "Sixth Cause of Action"); and
  - g. An action to recover damages for waste to the Subject Property and theft of personal property that Houston failed to remove from the Subject Property (the "Seventh Cause of Action")
28. The Third Cause of Action was not made against Hammell Properties.

### CONCLUSIONS OF LAW

29. Summary judgment should be granted where the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show there is no genuine issues as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP. In determining whether any triable issue of fact exists, the evidence and all inferences, which can reasonably be drawn therefore, must be viewed in the light most favorable to the nonmoving party. *BPS, Inc. v. Worthy*, 362 S.C. 219, 325, 608, S.E.2d 155, 158 (Ct. App. 2005). All ambiguities, conclusions, and inferences rising from the evidence must be construed most strongly against the moving party. *Id.* at 325, 608 S.E.2d at 159. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Bennet v. Investors Title Ins. Co.*, 370 S.C. 561, 569, 635 S.E.2d 660, 664 (Ct. App. 2006). "Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). "With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility 'may be discharged by 'showing' --that is, pointing out to the [trial] court --that there is an absence of evidence to support the nonmoving party's case." *Id.* (alteration in original) (quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 325 (1986)). "The moving party need not 'support its motion with affidavits or other similar materials negating the opponent's claim.'" *Id.* (quoting *Celotex*, 477 U.S. at 323); see also *Richardson v. State-Record Co.*, 330 S.C. 562, 499 S.E.2d 822 (Ct.App.1998). The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003).

30. Houston alleges that there was no Order of Reference. The file maintained by the Clerk of Court for Beaufort County on the Partition Action contains the Order of Reference that directly contradicts Houston's allegation. The records submitted in this matter confirm Houston was served with that Order of Reference.

31. Further, Houston voluntarily and intentionally participated in the Partition Action after it was referred to the Master in Equity. He participated in the trial, filed a motion for the Master in Equity to reconsider the Final Order, and initiated the process to appeal the Master in Equity's Final Order – all without a challenge to the jurisdiction of the Master in Equity. Through this participation, Houston voluntarily and intentionally abandoned his right to challenge the jurisdiction of the Master in Equity. *See, Spur at Williams Brice Owners Ass'n, Inc. v. Lalla*, 415 S.C. 72, 91, 781 S.E.2d 115, 125 (Ct. App. 2015).

32. As to Houston's claim that the Master in Equity lacked jurisdiction in the Partition Action, there is no genuine issue of material fact. The Master in Equity had jurisdiction pursuant to the Order of Reference.

33. As to Houston's claim that he was denied due process, there is also no issue of material fact. The Order of Reference did not restrict the Master as alleged by Houston and moreover Houston raised those issues previously in his Motion for Reconsideration, which was denied and followed by his Notice of Appeal. Those undisputed facts confirm that Houston received the prior Orders and had full and fair opportunity to challenge any findings and did in fact do so. Each of the challenges made by Houston were filed timely confirming his own timely receipt of the challenged orders. Those orders also confirm that Houston was present at and participated in each of the hearing related to those orders. As a matter of law, Houston was not deprived of any due process rights.

34. The Plaintiff's Fourth, Fifth, Sixth, and Seventh Causes of Action are rearranged allegations of the prior causes of action which attempt to argue the same points asserted in the First, Second, and Third Causes of action and for the same reasons set forth herein do not set forth any genuine issues of material fact. The Master had jurisdiction over this matter, and after a hearing in which Houston appeared, issued a very thorough Final Order which was served on Houston, who then filed his Motion for Reconsideration raising the same arguments he now asserts in this action. After Houston's Motion to

Reconsider was denied, he filed his Notice of Appeal which was dismissed for failure to prosecute, effectively and forever ending those claims. There is no genuine issue of material fact as to any of Houston's claims.

35. The claims made in Houston's complaint are also barred by the statute of limitations. While challenges to final judgments may be handled by motion pursuant to Rule 60, SCRCP, collateral attacks in a separately filed action are also appropriate. Rule 60(b), SCRCP, *See, e.g., Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988).

36. The time for challenges pursuant to Rule 60, whether by motion or by collateral attack in a separate action, are set out in that rule. *Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988). Challenges to a final order or judgment for the reasons set out in Rule 60(b)(1), (2), and (3) must be filed "not more than one year after the judgment, order or proceeding was entered or taken." Efforts to set aside a final order or judgment for reasons detailed in Rule 60(b)(4) and (5) must be made within a "reasonable time".

37. Houston filed the Complaint in this action four (4) years, four (4) months and twenty-one (21) days after the Court of Appeals issued the Remittitur ending Houston's appeal of the Final Order. If Houston's claims are pursuant to Rule 60(b) (1), (2), or (3) the date of the filing of the Complaint is well beyond the one year required for challenges to be made under those provisions of Rule 60(b).

38. Houston offers no reason for the delay in filing this collateral attack on the Final Order. His Complaint filed on July 31, 2018 merely repeats the challenges he made almost five (5) years earlier when he filed his Motion to Reconsider the Final Order on September 11, 2013. The length of the delay, coupled with a lack of explanation for the delay and Houston's conduct following the Final Order – the Motion to Reconsider, the appeal, the Trust Action, and the Complaint to the Commission on Lawyer Conduct- allow this Court to determine that, as a matter of law, Houston's claims under Rule 60(b)(5) are time barred. A four (4) year delay in the filing of a Rule 60(b), SCRCP Motion to set aside a partition action based on fraud has been determined to be an unreasonable time. *Perry v. Heirs at Law & Distributees of Gadsden*, 357 S.C. 42, 48, 590 S.E.2d 502, 505 (Ct. App. 2003). In *McDaniel v. United States Fid. & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996), the court upheld a special referee's decision that a Rule 60(b)(4) motion was untimely when made four years after the judgment. ("The special referee's

decision that McDaniel's motion was untimely after nearly four years is not an abuse of discretion, especially since McDaniel participated in the settlement, received substantial benefits from it, and utilized § 38-77-940 as the basis for a cause of action in his 1989 complaint.”). The court of appeals has also held that an 18 month delay was unreasonable under Rule 60(B)(4) and (5) - *Smith Cos. v. Hayes*, 311 S.C. 358, 359, 428 S.E.2d 900, 902 (Ct. App. 1993) (“The record reveals no justifiable reason to excuse Hayes's delay in seeking to set aside the February 23d judgment. Relief from judgment under Rule 60 should not be considered a substitute for appeal from a final judgment, particularly when it is clear the party seeking relief could have litigated at trial and on appeal the claims he now makes by motion.”).

39. Our courts have recognized the inherent power of a court of equity to set aside its judgments. *See Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988). In upholding that inherent power, courts have held that a judgment may be set aside on the ground of fraud only if the fraud is “extrinsic” and not “intrinsic.” *Hagy v. Pruitt (In re Pruitt)*, 339 S.C. 425, 431, 529 S.E.2d 714, 717 (2000) (“[C]ourts have the inherent authority to set aside a judgment on the grounds of extrinsic fraud in spite of any facially applicable statutes of limitation.”); *Chewning v. Ford Motor Co.*, 354 S.C. 72, 80, 579 S.E.2d 605, 609-610 (2003). “There is no statute of limitations when a party seeks to set aside a judgment due to fraud upon the court.” *Chewning*, 579 S.E. 2d at 609-610.

40. Extrinsic fraud is “fraud that induces a person not to present a case or deprives a person of the opportunity to be heard...” *Chewning*, 579 S.E.2d at 81. In his Complaint, Houston specifically alleges extrinsic fraud. The conduct that he describes as extrinsic fraud is the *ex parte* communication Bell allegedly had with the Master in Equity. However, Houston does not allege that those communications induced Houston not to present his case or deprived him of the opportunity to be heard. To the contrary, Houston appeared and argued this very point to the Master in Equity in his Motion to Reconsider.

41. Houston has offered no reason for which he can collaterally attack the Final Order that is not time barred. Accordingly, as a matter of law, the statute of limitations defense is a separate and independent basis for granting the summary judgment to The Bell Defendants on all of Houston's claims.

**IT IS THEREFORE ORDERED THAT** there is no genuine issue of any material fact on the claims raised by Houston against Dean B. Bell and/or The Law Office of Dean B. Bell, and therefore Dean B. Bell and/or The Law Office of Dean B. Bell, are entitled to judgment entered in their favor on all of the claims asserted by Houston against Dean B. Bell and/or The Law Office of Dean B. Bell, as a matter of law. This is a judgment in favor of Dean B. Bell and/or The Law Office of Dean B. Bell, on the whole matter and denying all of the relief that Houston requested against Dean B. Bell and/or The Law Office of Dean B. Bell. This Order ends the Houston claims against Defendants Bell.

**AND IT IS SO ORDERED.**

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Edgar W. Dickson  
Presiding Judge

\_\_\_\_\_, SC  
\_\_\_\_\_, 2019

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE # 2018-CP-07-0 1554

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 4:11 PM  
CLERK OF COURT  
BEAUFORT COUNTY  
SOUTH CAROLINA

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 \$385,000 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  $\frac{1}{4}$  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 ejectment, 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 *abinitio*; 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.

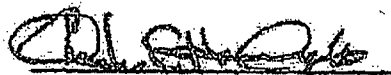
Eighth: That the deed purporting to convey the interest of Charles E. Houston, Jr. by deed signed by Cornelia H. Hall to B. Hammel Properties LLC is to be rescinded in that respect and confirmed as to the other grantees of the deed.

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



# Exhibit 1

## Beaufort County Fourteenth Judicial Circuit Public Index



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Switch View

Cornelia H. Hall, plaintiff, et al VS Charles E. Houston Jr

|                      |                  |                   |                              |                            |                     |
|----------------------|------------------|-------------------|------------------------------|----------------------------|---------------------|
| Case Number:         | 2011CP0703141    | Agency:           | Beaufort County Common Pleas | Filed Date:                | 12/07/2011          |
| Case Type:           | Common Pleas     | Case Sub Type:    | Petition 440                 | File Type: NonJury Status: | Disposed Assigned   |
| Judge:               |                  |                   |                              |                            |                     |
| Disposition:         | Ended by NonJury | Disposition Date: | 07/19/2013                   | Disposition Judge:         | Dukes, Marvin H III |
| Original Source Doc: |                  | Original Case #:  |                              |                            |                     |

Judgment Number:

Court Roster:

| Case Parties          | Judgments                                               | Tax Map Information | Associated Cases | Actions          | Financials       |           |
|-----------------------|---------------------------------------------------------|---------------------|------------------|------------------|------------------|-----------|
| Name                  | Description                                             | Type                | Motion Roster    | Begin Date       | Completion Date  | Documents |
| Hall, Cornelia H      | Satisfaction of Judgment                                | Filing              |                  | 07/22/2013 13:47 |                  |           |
| Houston, Charles E Jr | Remittitur From Court Of Appeals                        | Filing              |                  | 09/12/2014 15:48 |                  |           |
| Houston, Charles E Jr | Notice of Appeal (9/11/13 MIS 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 | 09/10/2013-13:42 |           |
| Hall, Cornelia H      | Final Order                                             | Order               |                  | 07/19/2013 13:53 |                  |           |
| Hall, Cornelia H      | Petition and Affidavit/Attorney Fees                    | Filing              |                  | 09/31/2013 16:43 | 07/19/2013-16:45 |           |
| Hall, Cornelia H      | Notice of Hearing MIS 5-22-13; Cert Mlg Def 8-21-13     | Filing              |                  | 09/22/2013 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      | Suzmons & 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              |                  | 08/04/2012 13:27 | 08/10/2012-10:56 |           |

|                                                         |                                                          |        |  |                  |                  |  |
|---------------------------------------------------------|----------------------------------------------------------|--------|--|------------------|------------------|--|
| Hall, Cornelia H                                        | Motion/Refer to Master                                   | Motion |  | 06/04/2012 19:21 | 06/10/2012-10:53 |  |
| Hall, Cornelia H Motion/Compel and Motion for Sanctions |                                                          |        |  |                  |                  |  |
|                                                         |                                                          |        |  | 06/04/2012-13:21 | 06/10/2012-10:55 |  |
| Hall, Cornelia H                                        | Order re: Pl Motion to Compel on 5/19/12                 | Order  |  | 05/30/2012 11:57 | 05/24/2012-11:57 |  |
| Hall, Cornelia H                                        | Notice of Hearing 5/19/12 before MLE: Crt Srv on Def on  | Filing |  | 04/30/2012 09:37 | 07/19/2018-09:37 |  |
| Hall, Cornelia H                                        | 1st Amended Motion to Compel                             | Filing |  | 04/09/2012 15:16 | 07/19/2018-12:27 |  |
| Hall, Cornelia H                                        | Aff Svc 2nd Req Discovery on Def 2/19/12                 | Filing |  | 03/29/2012 13:19 | 07/19/2018-19:19 |  |
| Hall, Cornelia H                                        | Aff Svc Req Discovery on Def 1/10/12                     | Filing |  | 03/29/2012 13:18 | 07/19/2018-13:18 |  |
| Hall, Cornelia H                                        | Motion/Compel                                            | Motion |  | 03/29/2012 14:14 | 05/19/2012-09:36 |  |
| Hall, Cornelia H                                        | Corrected Aff Srv LP/SC etc on Charles Houston 12/11/11  | Filing |  | 03/07/2012 09:34 | 07/19/2018-09:34 |  |
| Hall, Cornelia H                                        | Aff Srv LP/SC etc on Charles Houston on 2/11/12          | Filing |  | 03/17/2012 10:04 | 07/19/2018-10:04 |  |
| Houston, Charles E Jr                                   | Answers Crt Svc on Counsel on 2/10/12                    | Filing |  | 02/14/2012 16:31 | 07/19/2018-16:31 |  |
| Houston, Charles E Jr                                   | Notice of Appearance by counsel (Charles Houston) Pro Se | Filing |  | 01/11/2012 16:19 | 07/19/2018-08:41 |  |
| Hall, Cornelia H                                        | Aff Svc SC/LP on Charles E Houston Jr on 12/11/11        | Filing |  | 12/19/2011 14:56 | 07/19/2018-14:56 |  |
| Hall, Cornelia H                                        | Summons & Complaint                                      | Filing |  | 12/07/2011 16:22 | 07/19/2018-16:22 |  |
| Hall, Cornelia H                                        | RS16.0008.000.008M & RS16.0008.000.008C                  | Filing |  | 12/07/2011 16:20 | 07/19/2018-16:20 |  |
| Hall, Cornelia H                                        | ADR/Alternative Dispute Resolution (Workflow)            | Filing |  |                  | 07/19/2018 16:22 |  |
| Hall, Cornelia H                                        | CHARLES E HOUSTON JR APPNOA                              | Filing |  |                  |                  |  |
| Hall, Cornelia H                                        | CHARLES E HOUSTON JR ORDER                               | Filing |  |                  |                  |  |
| Hall, Cornelia H                                        | CHARLES HOUSTON JR NOTHRG                                | Filing |  |                  |                  |  |
| Hall, Cornelia H                                        | CHARLES HOUSTON ORDER                                    | Filing |  |                  |                  |  |
| Hall, Cornelia H                                        | CHARLES HOUSTON ANSWER                                   | Filing |  |                  |                  |  |
| Hall, Cornelia H                                        | CHARLES HOUSTON WRCON                                    | Filing |  |                  |                  |  |
| Hall, Cornelia H                                        | CHARLES HOUSTON APPEAL                                   | Filing |  |                  |                  |  |



|                  |                                    |        |  |  |  |  |
|------------------|------------------------------------|--------|--|--|--|--|
| Hall, Cornelia H | CHARLES E<br>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<br>HOUSTON JRPRODES      | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES E<br>HOUSTON JR-<br>SUMCHP | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES<br>HOUSTONNOTING           | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-NOTAPP                     | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTONORDER               | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES<br>HOUSTONAMSUMC           | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTONSAFSVC              | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTONSAFSVC              | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTONORDER               | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-MSUMM                      | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-MCOMPL                     | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-REFMIS                     | Filing |  |  |  |  |

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT

CIVIL ACTION NO: 18-CP-07-1559

Charles E. Houston, Jr.,  
Plaintiff,

v.

ANSWER OF DEFENDANTS DEAN  
B. BELL AND LAW OFFICE  
OF DEAN B. BELL, LLCDean B. Bell, Individually, Law Offices  
of Dean B. Bell, LLC, and B. Hammel  
Properties, LLC,  
Defendants.

The Defendants, Dean B. Bell and Law Office of Dean B. Bell, LLC, answering the Complaint in this matter would respectfully show unto the Court and allege as follows:

1. Each and every allegation of the Complaint, not hereinafter specifically admitted, qualified, or explained is denied and strict proof hereby demanded thereof.
2. The section of the Complaint entitled "Summary of Action" appears to require no response. However, to the extent the Court deems an answer is warranted, as to the first paragraph, these Defendants crave specific reference to the terms of the Order referenced therein, which speak for themselves and to the extent that said allegations in any way alter, interpret or contradict the specific written terms of the Order, same are denied and strict proof hereby demanded thereof. The balance of the section entitled "Summary of Action" is denied and strict proof hereby demanded thereof.
3. These answering Defendants deny that Mr. Bell is a resident of Beaufort County but admit that he practices and has practiced with the Law Office of Dean B. Bell, LLC for over 17 years.
4. These answering Defendants admit the allegations contained in Paragraph 2 of the Complaint.
5. These answering Defendants admit the allegations contained in Paragraph 3 of the Complaint upon information and belief.
6. The allegations contained in Paragraphs 4 and 5 of the Complaint require no response.
7. The allegations contained in Paragraph 6 of the Complaint constitute legal conclusions to which to no response is required.

8. As to Paragraphs 7 through 49 of the Complaint, to the extent the allegations contained therein constitute legal conclusions, no response is required. As to the remaining portions of the aforesaid Paragraphs, the allegations therein are denied and strict proof hereby demanded thereof.

9. With regard to the allegations contained in Plaintiff's Complaint concerning the proceedings before the Master in Equity contained in Paragraphs 7 through 14, these answering Defendants would affirmatively show that said allegations are knowingly patently false and that the Plaintiff participated in the hearing in which the Circuit Court Referred the referenced matter to the Master in Equity. A copy of said Order is attached hereto as Exhibit "1". The Plaintiff, by his allegations has made a knowingly false representation to this Court.

10. These answering Defendants would further affirmatively show that, as indicated in Exhibit 1 of the Complaint, the Plaintiff was an active participant in that action subsequent to the Reference which included several hearings regarding the Plaintiff's continued failures to cooperate discovery.

11. These answering Defendants would further affirmatively show that as reflected in Exhibit "2" attached hereto, the Master in Equity requested that a proposed Order be prepared and forwarded to him for review and that the Plaintiff was copied on that communication as well as the return communication which provided both the Court and the Plaintiff with the proposed Order.

12. These answering Defendants would further affirmatively show that as reflected on Exhibit "3" attached hereto and Exhibit 1 of the Complaint, the Plaintiff not only received the referenced Order once signed by the Court and filed but in addition moved to Reconsider that Order, which was denied, and then appealed the Order which was also denied.

13. These answering Defendants would further affirmatively show that, as indicated in Exhibit 1 of the Complaint the Plaintiff not only received a copy of the Order in that matter, but he filed a Motion for Reconsideration which was denied and a subsequent appeal which was also denied.

14. These answering Defendants would further affirmatively show that, in 2015, the Plaintiff participated in, and was likely the real party that initiated, and action captioned *Todd E. Houston, as Trustee of the Houston-Patterson Educational Trust v. Estate of Mary Annette Houston, et al*, Civil Action No. 2015-CP-07-02452, which alleged that the successful Plaintiffs in the foregoing action violated the terms of the Order the Plaintiff now says is invalid. That action resulted in a settlement, a copy, of which is attached hereto s Exhibit "4".

15. These answering Defendants would further affirmatively show that, upon information and belief, the current action was filed for the sole purpose of causing these answering Defendants and

the remaining Defendant to incur costs in defense of knowingly false allegations and that, the Plaintiff owning no property and having no ability to satisfy a judgment, and already having been suspended from the practice of law by the South Carolina Supreme Court, he can really suffer no harm as a result of this false and erroneous filing. The Plaintiff's history with the South Carolina Supreme Court Office of Disciplinary Counsel and current status are reflected in Exhibit "5" attached hereto.

Wherefore, having fully answered the Complaint of the Plaintiff herein, these answering Defendants pray that the Court issue its Order dismissing the Complaint with prejudice, granting sanctions against the Plaintiff, and awarding such other and further relief as the Court deems just and proper.

THE LAW OFFICE OF DEAN B. BELL

s/Dean B. Bell  
Dean B. Bell  
SC Bar #66469  
48 Pennington Drive, Ste C.  
Bluffton, SC 29910  
(843) 815-5397

August 30, 2018.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Charles E. Houston, Jr.

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2018-CP-07-01559

**ANSWER OF B. HAMMEL  
PROPERTIES, LLC**

The Defendant B. Hammel Properties, LLC ("Defendant") answering the Complaint of the Plaintiff, respectfully alleges:

1. Each and every allegation not specifically admitted, qualified or explained is hereby denied.

2. References to paragraphs contained in this Answer are references to paragraphs contained in the Complaint unless specifically stated otherwise.

**FOR A FIRST DEFENSE TO ALL CAUSES OF ACTION**

3. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

4. The Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in Paragraph 1 and therefore denies them.

5. The Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in Paragraph 2 and therefore denies them.

6. The Defendant admits the allegations contained in Paragraph 3.

7. The Defendant admits the allegations contained in Paragraph 4.

8. Paragraph 5 is a statement of the Plaintiff's purpose for filing this action and requires no response.

9. The allegations contained in Paragraph 6 are conclusions of law that require no response.

10. The allegations contained in Paragraph 7 are conclusions of law that require no response.

11. The Defendant denies the allegations contained in Paragraph 8.

12. The allegations contained in Paragraph 9 are conclusions of law that require no response.

13. The allegations contained in Paragraph 10 are conclusions of law that require no response.

14. The Defendant denies the allegations contained in Paragraph 11.

15. The Defendant denies the allegations contained in Paragraph 12.

16. The Defendant denies the allegations contained in Paragraph 13.

17. The Defendant denies the allegations contained in Paragraph 14.

18. In response to the allegations contained in Paragraph 15, the Defendant repeats the defenses contained in Paragraphs 1 through 17 of this Answer.

19. This Defendant denies the Plaintiff's characterization of the Order to which reference is made in Paragraph 16.

20. This Defendant denies the Plaintiff's characterization of the holdings cited in Paragraph 17.

21. The Defendant is without sufficient information or knowledge upon which to form a belief as to the truth of the allegations contained in Paragraph 18 and therefore denies them.

22. The Defendant denies the allegations contained in Paragraph 19 for the reason that the Plaintiff mischaracterizes the Order of the Court to which reference is made.

23. The Defendant denies the allegations contained in Paragraph 20.

24. In response to the allegations contained in Paragraph 21, the Defendant repeats the defenses contained in Paragraphs 1 through 23 of this Answer.

25. The Defendant denies the allegations contained in Paragraph 22.

26. The Defendant denies the allegations contained in Paragraph 23.

27. The Defendant denies the allegations contained in Paragraph 24.

28. The allegations contained in Paragraph 25 are conclusions of law that require no response.

29. The allegations contained in Paragraph 26 are conclusions of law that require no response.

30. The Defendant denies the allegations contained in Paragraph 27.

31. The Defendant denies the allegations contained in Paragraph 28.

32. The Defendant denies the allegations contained in Paragraph 29.

33. The allegations contained in Paragraph 30 are conclusions of law that require no response.

34. The Defendant denies the allegations contained in Paragraph 31.

35. In response to the allegations contained in Paragraph 32, the Defendant repeats the defenses contained in Paragraphs 1 through 34 of this Answer.

36. As to the allegations contained in Paragraph 33, the Defendant makes reference to the Order to which reference is made and denies any allegations inconsistent with that Order.

37. The Defendant denies the allegations contained in Paragraph 34.

38. The Defendant denies the allegations contained in Paragraph 35.

39. The Defendant denies the allegations contained in Paragraph 36.

40. In response to the allegations contained in Paragraph 37, the Defendant repeats the defenses contained in Paragraph 1 through 39 of this Answer.

41. The Defendant denies the allegations contained in Paragraph 38.

42. The Defendant denies the allegations contained in Paragraph 39.

43. The Defendant denies the allegations contained in Paragraph 40.

44. As to the statements contained in Paragraph 41, the Defendant denies that the Plaintiff is entitled to the relief requested.

45. In response to the allegations contained in Paragraph 42, the Defendant repeats the defenses contained in Paragraphs 1 through 44 of this Answer.

46. The Defendant denies the allegations contained in Paragraph 43.

47. The Defendant denies the allegations contained in Paragraph 44.

48. The Defendant denies the allegations contained in Paragraph 45.

49. The Defendant denies the allegations contained in Paragraph 46.

50. In response to the allegations contained in Paragraph 47, the Defendant repeats the defenses contained in Paragraphs 1 through 49 of this Answer.

51. The Defendant denies the allegations contained in Paragraph 48.

52. To the extent Paragraph 49 is construed to allege facts, it is denied. The Defendant further denies the Plaintiff is entitled to an award of any damages.

53. To the extend any of the unnumbered paragraph entitled "Prayer For Relief" is construed to allege facts, it is denied. Defendant further denies the Plaintiff is entitled to an award of any damages.

**FOR A SECOND DEFENSE TO ALL CAUSES OF ACTION**

54. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

55. The Plaintiff fails to state facts sufficient to constitute a cause of action.

**FOR A THIRD DEFENSE TO ALL CAUSES OF ACTION**

56. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

57. The Plaintiff's claims are barred by the applicable statute of limitations.

**FOR A FOURTH DEFENSE TO ALL CAUSES OF ACTION**

58. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

59. The Plaintiff's claims are barred by the doctrine of waiver.

**FOR A FIFTH DEFENSE TO ALL CAUSES OF ACTION**

60. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

61. The Plaintiff's claims are barred by the doctrine of estoppel.

**FOR A SIXTH DEFENSE TO ALL CAUSES OF ACTION**

62. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

63. The Plaintiff's claims are barred by the doctrine of laches.

**FOR A SEVENTH DEFENSE TO ALL CAUSES OF ACTION**

64. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.



65. The Plaintiff's claims are barred by the doctrine of res judicata.

**FOR AN EIGHTH DEFENSE TO ALL CAUSES OF ACTION**

66. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

67. The Plaintiff's claims are barred by the doctrine of collateral estoppel.

**FOR A NINTH DEFENSE TO ALL CAUSES OF ACTION**

68. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

69. To the extent that this Plaintiff's claims are based on the allegations that any Order in any proceeding was secured by or through fraudulent conduct, the Plaintiff fails to state his allegations of fraud with the particularity required by the S.C. Rules of Civil Procedure.

**FOR A TENTH DEFENSE TO ALL CAUSES OF ACTION**

70. Each and every allegation above consistent with this defense is hereby re-alleged as if fully set forth verbatim.

71. The Plaintiff's claims are barred because he has failed to join a necessary party in interest pursuant to Rule 19 S.C.R.Civ.P., without whom complete relief cannot be accorded.

WHEREFORE, having fully answered the Plaintiff's Complaint, the Defendant B. Hammel Properties, LLC prays that the Court dismiss the Plaintiff's Complaint; award the attorney's fees and costs incurred by the Defendant from or related to the defense of this action to be paid by the Plaintiff; and for such other and further relief.

*(Intentionally left blank – signature to follow)*

/s/ W. Cliff Moore, III

W. Cliff Moore, III (SC Bar No. 4067)

Adams and Reese LLP

PO Box 2285

Columbia, SC 29202

P: 803-254-4190

cliff.moore@arlaw.com

*-and-*

/s/ Thomas C. Taylor

Thomas C. Taylor (SC Bar No. 5499)

Law Offices of Thomas C. Taylor, LLC

PO Box 5550

Hilton Head Island, SC 29938

S.C. Bar No. 5499

P: 843-785-5050

tom@thomastaylorlaw.com

Attorneys for B. Hammel Properties, LLC

September 6, 2018

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF BEAUFORT ) CIVIL ACTION NO: 18-CP-07-1559

Charles E. Houston, Jr., )  
Plaintiff, )  
v. ) NOTICE OF MOTION AND MOTION  
FOR SUMMARY JUDGMENT  
Dean B. Bell, Individually, Law Offices ) ON BEHALF OF DEFENDANTS  
of Dean B. Bell, LLC, and B. Hammel ) DEAN B. BELL AND THE LAW  
Properties, LLC, ) LAW OFFICE OF DEAN B. BELL, LLC  
Defendants. )

**TO: CHARLES E. HOUSTON, JR:**

**PLEASE TAKE NOTICE** that Defendants Dean B. Bell and The Law Office if Dean B. Bell, LLC ("these Defendants") will move before the Presiding Judge of the Court of Common Pleas for Beaufort County on the 10<sup>th</sup> day after service hereof, or as soon thereafter as may be heard, at the Beaufort County Courthouse, Beaufort, South Carolinas for an Order granting summary judgment for these Defendants on all causes of action set forth against these Defendant in the Plaintiff's Complaint pursuant to Rule 56, SCRCF, on the grounds that there is no genuine issue of material fact and these Defendants are entitled to Judgment as a matter of law.

Specifically and particularly these Defendants are entitled to Summary Judgment because (1) the facts do not entitle the Plaintiff to the relief requested in the Complaint, (2) the claims are barred by the applicable statutes of limitation, (3) the claims are barred by the doctrine of collateral estoppel, (4) the Plaintiff has waived the right to pursue the relief requested, and (5) the Plaintiff's claims are barred by his delay in pursuing them.

The Defendant's Motion is based on the pleadings and supporting exhibits filed to date in this matter; the deposition of the Plaintiff taken in this matter; the public records maintained by the Court in *Cornelia H. Hall, et al v. Charles E. Houston, Jr.*, Civil Action 2011-CP-07-05141; the public records maintained by the Beaufort County Probate Court and the Circuit Court in *Todd Houston as Trustee of the Houston-Patterson*

*Educational Trust v. Mary Annette Houston, et al.*, Case Number 2015-GC-07-00031; and applicable common and statutory law, as well as any memorandum of law and supporting exhibits which might be filed in advance of the hearing.

Pursuant to Rule 11, SCRPC, counsel certifies that communication prior to filing this Motion was not required and further would have served no useful purpose.

**The Law Office of Dean B. Bell, LLC**

By: s/Dean B. Bell  
Dean B. Bell, SC Bar#66467  
101 Brevard Court  
Savannah, GA 31410  
843-422-2181  
dbell@deanbell-law.com

Savannah, GA  
April 3, 2019

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO: 18-CP-07-1559

Charles E. Houston, Jr.,  
Plaintiff,

v.

Dean B. Bell, Individually, Law Offices  
of Dean B. Bell, LLC, and B. Hammel  
Properties, LLC,  
Defendants.

MEMORANDUM OF LAW  
IN SUPPORT OF MOTION TO FOR  
SUMMARY JUDGMENT

TO: CHARLES E. HOUSTON, JR:

The undersigned herewith submits this Memorandum of Law in Support of the Motion for Summary Judgment as to all claims in this matter.

**FACTUAL SUMMARY**

In lieu of setting forth a separate Factual Summary in this Memorandum, Defendants Dean B. Bell, individually, and The Law Office of Dean B. Bell, LLC, refer to and incorporate the Statement of Facts as set forth in the Memorandum in Support of Defendant Hammel Properties, LLC, filed on June 4, 2019, which accurately reflects the history and occurrences relevant to this matter and the claims of the Plaintiff.

**SUMMARY JUDGMENT STANDARD**

"Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law." Rule 56(c). SCRCP; see also *Turner v. Milliman*, 392 S.C. 116, 121-22, 708 S.E.2d 766, 769 (2011). "To determine whether any triable issues of fact exist, the reviewing court must consider the evidence and all reasonable inferences in the light most favorable to the non-moving party." *McLaughlin v. Williams*, 379 S.C. 451, 455-56, 665 S.E.2d

667, 670 (S.C. Ct. App. 2008). "The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact." *Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 220, 616 S.E.2d 722, 730 (S.C. Ct. App. 2005). "Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, ... the nonmoving party must come forward with specific facts showing there is a genuine issue for trial." *Id.* (citation omitted); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 89 L.Ed.2d 538 (1986) (the opposing party must "do more than simply show that there is some metaphysical doubt as to the material facts").

"The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder." *Bankers Trust of South Carolina v. Benson*, 267 S.C. 152, 155, 226 S.E.2d 703, 704 (1976). In that way, "[a] motion for summary judgment is akin to a motion for a directed verdict" because "[i]n each instance, one party must lose as a matter of law." *Main v. Corley*, 281 S.C. 525, 526, 316 S.E.2d 406, 407 (1984) (emphasis added).

When plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. *USAA Property and Cas. Ins. Co. v. Clegg*, 37 S.C. 43, 61 S.E.2d 791, rehearing denied (S.C. 2008). "On summary judgment motion, a court must view the facts in the light most favorable to the non-moving party. Nonetheless, a court "cannot ignore facts unfavorable to that party and [it] must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts." *Bloom v. Ravoir*, 339 S.C. 417, 423, 529 S.E.2d 710, 713, (S.C. 2000) (citations omitted).

"The plain language of Rule 56(c), SCRCP, mandates the entry of summary judgment, after adequate time for discovery, against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case and on which that party will bear the burden of proof at trial." *Boone v. Sunbelt Newspapers, Inc.*, 347 S.C. 571, 579, 55 S.E.2d 732, 736 (S.C. Ct. App. 2001). "A complete failure of proof concerning an essential element of the nonmoving party's case necessarily renders all other facts immaterial" and, therefore, the moving party is entitled to judgment as a matter of law "because the nonmoving party has failed to make a sufficient showing on an essential element of her case with respect to which she has the burden of proof." *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, \_\_\_, 410 S.E.2d 537, 546 (S.C. 1990) (citations omitted).

On a motion for summary judgment, "a complete failure of proof concerning an essential element of the non-moving party's case necessarily renders all other facts immaterial." *Gauld v. O'Shaughnessy Realty Co.*, 380 S.C. 548, 671 S.E.2d 79, rehearing denied, certiorari denied (S.C. Ct. App. 2008). Where the non-moving party has the burden of proof, the moving party may demonstrate the lack of a genuine issue of material fact "by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case." *Lanham v. Blue Cross and Blue Shield of South Carolina, Inc.*, 349 S.C. 356, \_\_\_, 563 S.E.2d 331, \_\_\_ (S.C. 2002). Once the party moving for summary judgment carries its initial burden of showing absence of evidentiary support for nonmoving party's case, the non-moving party may not simply rest on mere allegations or denials in its pleadings. Rule 56(c), SCRPC, see also *NationsBank v. Scott Farm*, 320 S.C. 299, 465 S.E.2d 98 (S.C. Ct. App. 1995).

Defendants Dean B. Bell, individually, and The Law Office of Dean B. Bell, LLC further refer to and incorporate herein the legal principles and arguments of Defendant Hammel Properties, LLC in its Memorandum in Support of its Motion for Summary Judgment.

The Defendant would show that as a matter of law the Plaintiff's claims are refuted by the records on file with the Court in Civil Action 2011-CP-07-5141 and as submitted in the Affidavit of Dean Bell submitted herewith. Exhibit "D" attached hereto and incorporated herein. It is clear from those records that the Plaintiff filed this meritless Complaint with knowledge that the allegations contained therein are inaccurate.

#### 1. FIRST CAUSE OF ACTION – LACK OF JURISDICTION

The Plaintiff's First Cause of Action alleges that the Master in Equity never acquired jurisdiction in Civil Action 2011-CP-07-5141 because an "Order of Reference was never issued by the Court of Common Pleas." Those allegations are inaccurate, and the Plaintiff is aware that they are inaccurate. A Motion for Order of Reference was filed in that case and served on the Mr. Houston. See Exhibit "A" incorporated herein by reference. The Circuit Court issued its Order of Reference on August 26, 2012 which was filed on September 4, 2012. Reference to that Order reflects that the Plaintiff was present at and questioned by the Court at the time of the hearing. See Exhibit "B" attached hereto and incorporated herein by reference. Moreover, the case was referred for final hearing with all appeals to be to the South Carolina Supreme Court or Court of Appeals.

As such the Plaintiff's First Cause of Action fails. There is no question of fact regarding the Plaintiff's claims in that regard, the Court's records confirm that the allegations are contradicted, and that at best his recollections are inaccurate. Nonetheless, they are meritless.

## 2. SECOND CAUSE OF ACTION – LACK OF JURISDICTION

The Plaintiff's Second Cause of Action fails because there is no ruling which contains the terms alleged by the Plaintiff. The referenced Order of September 4, 2012, which is attached as Exhibit "B" does not state what the Plaintiff alleges. The lower court did issue an Order allowing the Plaintiffs in Civil Action 11-CP-07-5141 to amend their Complaint, but there is nothing in that Order restricting the that amendment as alleged by the Plaintiff here. Moreover, if the Plaintiff was unhappy with the prior Order he alleges was not accurate, it should have been addressed at the time or by direct appeal from subsequent to the issuance of the Final Order in that case, which was issued over five years prior to the filing of the Complaint in this action. The time to do so now has long since passed. In fact he did raise most if not all of the same arguments he is making now in the Motion for Reconsideration he filed in that case, which was denied.

## 3. THIRD CAUSE OF ACTION – DUE PROCESS VIOLATION

The Plaintiff's Third Cause of Action fails for numerous reasons. The Plaintiff first alleges that his due process rights were violated because the Court exceeded its authority which is already addressed herein. The Order of Reference did not restrict the Master as alleged by the Plaintiff and moreover Plaintiff addressed those issues in his Motion for Reconsideration which was denied. He then filed a Notice of Appeal which was dismissed due to his failure to prosecute that appeal, effectively ended all of the claims the Plaintiff is again trying to assert.

The Plaintiff also alleges that he was not copied on communications with the Court concerning the Order, that is not accurate. As set forth in the Affidavit submitted herewith, the Plaintiff was copied on communications with the Court concerning the Final Order. The Plaintiff in this action was the Defendant in Civil Action 11-CP-07-5141 and lost on all claims and defenses IN TOTALITY. The trial Court ruled against him at every step and found in favor of the Plaintiffs. The Court then instructed the parties to attempt to resolve the matter by Mr, Houston buying out



his sisters' interest in the family property and instructed the Plaintiff's attorney to let him know if those efforts were unsuccessful. Mr. Houston was copied via email on communications with the Court and with a copy of the proposed Order at the email address Mr. Bell had for Mr. Houston, there was no return email indicating an error in that communication as reflected in Mr. Bell's Affidavit submitted herewith. Additionally, Mr. Houston, as the losing party, was only copied as required by the Rules, it was not for the purposes of getting his approval. He now alleges that the email address used was not correct and that as a result his rights were denied. Mr. Houston also raised this issue in a Motion for Reconsideration filed in that case. Exhibit "C" attached hereto and incorporated herein by reference. That in itself confirms his rights were not in any way denied or prejudiced.

The Master did not state at the end of the hearing that he would take the case under advisement and issue his ruling, he stated that he was ruling in favor of the Plaintiffs and awarding the relief requested, including attorney's fees, but requested that the parties allow Mr. Houston an opportunity to purchase the property from his sisters. He never communicated with the sisters or Mr. Bell. The Master, as indicated in the email exchanges attached to the Affidavit submitted herewith, specifically requested that Mr. Bell prepare an Order.

It is incredulous that Mr. Houston alleges that he was further prejudiced because he was not served with the Order which negatively impacted his ability to "file a direct appeal." He was not only served with the Order but timely filed a Motion for Reconsideration and when that Motion was denied, he filed a direct Appeal, which was dismissed for failure to prosecute.

#### 4. FOURTH, FIFTH, SIXTH, SEVENTH CAUSES OF ACTION

The Plaintiff's Fourth, Fifth, Sixth, and Seventh Causes of Action are just additional attempts at argue that the Order in Civil Action 2011-CP-07-5141 is invalid for all the same reasons argued in the rest of his Complaint, none of which are supported by any facts and on the contrary, are contradicted by the Court Orders and pleadings in that matter.

In addition to the foregoing, solely to avoid duplicative arguments, Defendants Dean B. Bell, individually, and The Law Office of Dean B. Bell, LLC, further refer to and incorporate the various arguments of the Defendant Hammel's Memorandum as additional grounds for summary

judgment on all causes of action in this matter both as to Defendants Dean B. Bell, individually, and The Law Office of Dean B. Bell, LLC and Defendant Hammel.

Respectfully submitted.

**The Law Office of Dean B. Bell, LLC**

**By: s/Dean B. Bell, Esquire**  
**SC Bar#66467**  
**48 Pennington Drive, Ste C**  
**Bluffton, SC 29910**  
**843-815-2397 Fax 843-815-5291**  
**dbell@deanbell-law.com**  
**Attorney for Defendants Bell**

Bluffton, SC  
June 4, 2019

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

Charles E. Houston, Jr.

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2018-CP-07-01559

**DEFENDANT B. HAMMEL  
PROPERTIES, LLC'S NOTICE OF  
MOTION AND MOTION FOR  
SUMMARY JUDGMENT**

**TO: CHARLES E. HOUSTON, PLAINTIFF PRO SE:**

**PLEASE TAKE NOTICE** that the Defendant B. Hammel Properties, LLC (the "Defendant") will move before the Presiding Judge of the Court of Common Pleas for Beaufort County on the 10<sup>th</sup> day after service of this Notice of Motion and Motion, or as soon thereafter as may be scheduled by the Court, at the Beaufort County Courthouse for an Order granting summary judgment for the Defendant on all causes of action set forth against the Defendant in the Plaintiff's Complaint pursuant to Rule 56, SCRPC, for the reason that there is no genuine issue of material fact and the Defendant is entitled to Judgment as a matter of law.

Specifically and particularly the Defendant is entitled to Summary Judgment because (1) the facts alleged by the Plaintiff are not accurate and the accurate facts do not entitle him to the relief requested, (2) the claims advanced are barred by the applicable statutes of limitation, (3) the matters set forth by the Plaintiff are barred by the doctrine of collateral estoppel, (4) the Plaintiff has waived the right to pursue the relief requested, and (5) the Plaintiff's claims are barred by his delay in pursuing them.

The Defendant's Motion is based on the pleadings filed in this matter; the deposition of the Plaintiff taken in this matter; the Plaintiff's responses to written discovery in this matter; the public records maintained by the Court in the matter styled *Cornelia H. Hall, et al v. Charles E. Houston, Jr.*, Civil Action 2011-CP-07-05141; the public records maintained by the Beaufort County Probate Court and the Circuit Court in

the matter styled Todd Houston as Trustee of the Houston-Patterson Educational Trust v. Mary Annette Houston, et al., Case Number 2015-GC-07-00031; and applicable common and statutory law.

/s/W. Cliff Moore, III

W. Cliff Moore, III (SC Bar No. 4067)

Adams and Reese LLP

PO Box 2285

Columbia, SC 29202

P: 803-254-4190

cliff.moore@arlaw.com

*-and-*

Thomas C. Taylor (SC Bar No. 5499)

Law Offices of Thomas C. Taylor, LLC

PO Box 5550

Hilton Head Island, SC 29938

S.C. Bar No. 5499

P: 843-785-5050

tom@thomastaylorlaw.com

Attorneys for B. Hammel Properties, LLC

February 13, 2019

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Charles E. Houston, Jr.

Plaintiff,

v.

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

Defendants.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2018-CP-07-01559

**MEMORANDUM IN SUPPORT OF  
DEFENDANT B. HAMMEL  
PROPERTIES, LLC'S MOTION FOR  
SUMMARY JUDGMENT****OVERVIEW**

This action is the Plaintiff's collateral attack on a decision entered in a separate partition action that ended in March of 2014. In the matter styled *Cornelia H. Hall, et al v. Charles E. Houston, Jr.*, Civil Action Number 2011-CP-07-05141 (the "Partition Action") Charles E. Houston's ("Houston") sisters secured an order that partitioned, by sale, real property on Hilton Head Island. The order for partition directed the private marketing and sale of the real property. The Defendant B. Hammel Properties, LLC (this "Defendant") purchased the property through the process identified in the partition order.

In this action, Houston alleges that the trial court in the Partition Action lacked jurisdiction; the trial court's decision in the Partition Action was contrary to previous orders entered in the Partition Action; the decision in the Partition Action violated the Plaintiff's due process rights; and the relief awarded in the Partition Action was beyond the authority of the trial court to award. On these allegations, Houston requests that this Court set aside the transfer of his interest in the real property that passed to this Defendant through the partition process and award Houston damages for wrongfully taking that property from him.

The Defendant's request for Summary Judgment highlights the fact that the matters raised by Houston are factually inaccurate, have already been decided, and the time has passed for them to be raised.

## STATEMENT OF FACTS

1. Cornelia H. Hall ("Hall"), Jeanne H. Hampton ("Hampton"), Mary A. Houston ("M. Houston"), and Houston jointly owned property on Hilton Head Island that is commonly referred to as 31 Marshland Road (the "Subject Property").

2. On December 7, 2011 Dean B. Bell ("Bell"), in his capacity as attorney for Hall, Hampton and M. Houston, (also referred to as the "Partition Plaintiffs") filed an action against Houston seeking the partition by sale of the Subject Property.<sup>1</sup>

3. Houston appeared pro se in that matter<sup>2</sup> and filed his Answer.<sup>3</sup>

4. On June 4, 2012, Bell, on behalf of the Partition Plaintiffs, filed a Motion for Order of Reference and a Motion for Summary Judgment in the Partition Action with a Certificate of Mailing signed by Bell's paralegal indicating service of those motions on Houston by mail on June 1, 2012.<sup>4</sup> Houston claims that he did not receive a copy of the Motion for Order of Reference.<sup>5</sup>

5. The Court in the Partition Action scheduled a hearing on the Motion for Order of Reference and the Motion for Summary Judgment for August 10, 2012. At the scheduled hearing the Court heard discovery motions and the Motion for Order of Reference. Houston was present at the hearing and made an oral Motion to Dismiss the Complaint of the Partition Plaintiffs.<sup>6</sup> By Order dated August 20, 2012 and recorded September 4, 2012 (the "Order of Reference"), the Court granted the Motion for Reference, referring the matter to the Master in Equity for Beaufort County and provided time for the Partition Plaintiffs to amend their Complaint. The Court did not hear the Summary Judgment Motion.<sup>7</sup>

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<sup>1</sup> Complaint filed in the Partition Action.

<sup>2</sup> Notice of Appearance filed in Partition Action on January 11, 2012

<sup>3</sup> Answer filed in Partition Action on February 14, 2012

<sup>4</sup> The Motion for Order of Reference and the Certificate of Mailing are attached as Exhibit 1.

<sup>5</sup> Deposition of Charles E. Houston dated December 12, 2018 ("Houston Deposition"), page 27, line 24 to page 28, line 1 and page 33, line 16 thru page 34, line 18.

<sup>6</sup> The Order of Reference notes that Houston made an oral motion at the hearing. See also, Houston Deposition, page 21, lines 14 thru 21. A copy of the Order of Reference is attached as Exhibit 2.

<sup>7</sup> The Order of Reference provides "Plaintiff's Motion for Summary Judgment was not heard by the Court..."

6. Houston alleges that the Order of Reference made the determination that any partition of the Subject Property would be by a public auction.<sup>8</sup> The Order of Reference does not contain the determination suggested by Houston.<sup>9</sup>

7. Houston also claims that, at the August 10, 2012 hearing, the Court ruled that the Partition Plaintiffs could amend their Complaint, but they were restricted on what they could allege in that Amended Complaint.<sup>10</sup> Houston did not believe that the Partition Plaintiffs were allowed to pursue claims for an accounting on rents, taxes and "other sundry items", and were restricted to pursuing partition by public sale.<sup>11</sup> The Order of Reference does not restrict what can be alleged in the Amended Complaint.<sup>12</sup>

8. Bell, in his capacity as attorney for the Partition Plaintiffs, filed an Amended Complaint in the Partition Action on October 4, 2012. The Amended Complaint included claims against Houston for rent<sup>13</sup> and an action for contribution for taxes, insurance and other expenses associated with maintenance of the Subject Property.<sup>14</sup> The Amended Complaint also specifically alleged that the partition sale of the Subject Property should be a private sale secured through the use of private real estate agent.<sup>15</sup>

9. Houston responded to the Amended Complaint with an Answer dated November 15, 2012 that specifically denied the Partition Plaintiffs' allegations concerning Houston's responsibility for rent, taxes, insurance and other expenses associated with the maintenance of the Subject Property.<sup>16</sup> Houston also denied that the partition should be by private sale.<sup>17</sup>

<sup>8</sup> Complaint filed in this action on July 31, 2018, paragraph 16.

<sup>9</sup> Order dated August 20, 2012 and recorded in the Partition Action on September 4, 2012

<sup>10</sup> Houston Deposition, page 45, line 9 to page. 47, line 5.

<sup>11</sup> Houston Deposition page 16, line 16 to page 17, line 11.

<sup>12</sup> Order dated August 20, 2012 and recorded in the Partition Action on September 4, 2012

<sup>13</sup> Amended Complaint filed October 4, 2012 in the Partition Action, Second Cause of Action. A copy of the Amended Complaint is attached as Exhibit 3.

<sup>14</sup> *Id.*, Third Cause of Action.

<sup>15</sup> *Id.*, Fourth Cause of Action.

<sup>16</sup> Answer filed November 20, 2012 in the Partition Action, paragraphs 3 and 5. A copy of the Answer is attached as Exhibit 4.

<sup>17</sup> *Id.*, paragraphs 8 and 9.

10. The Master in Equity for Beaufort County conducted the trial in the Partition Action on May 22, 2013.<sup>18</sup> Houston was present at the trial.<sup>19</sup>

11. On June 24, 2013, Bell communicated with the Master in Equity for Beaufort County by electronic mail for a decision.<sup>20</sup> The electronic mail shows that Bell sent Houston a copy of the communication, but Houston claims that the address used was the wrong address.<sup>21</sup>

12. The Master in Equity responded to Bell's June 24, 2013 electronic mail on the same date asking Bell to prepare a proposed order.<sup>22</sup> The Master in Equity copied Houston on that communication to the same address Houston claims is incorrect.

13. Bell presented a proposed order to the Master in Equity on July 9, 2013 by electronic mail and provided a copy to Houston at the same address Houston claims to be incorrect.<sup>23</sup>

14. The Master in Equity executed a Final Order in the Partition Action on July 15, 2013 and the Clerk of Court for Beaufort County recorded it on July 19, 2013 (the "Final Order").

15. The Final Order provides, among other things,

- a. For partition by private sale to be managed by Hall through a real estate broker;
- b. That Houston owed the Partition Plaintiffs a sum of money for his failure to contribute to the cost of hazard insurance on the Subject Property;
- c. That amounts paid by the Trustees for the Houston-Patterson Educational Trust for property taxes would be refunded to those Trustees from the proceeds of the partition sale;
- d. That a portion of the proceeds from the partition sale due to Houston would be paid to the Partition Plaintiffs as rent owed by Houston for use

<sup>18</sup> Final Order dated July 15, 2013 and filed in Partition Action on July 19, 2013. A copy of the Final Order is attached as Exhibit 5.

<sup>19</sup> *Id.* The order notes that Houston was present for the trial.

<sup>20</sup> Paragraph 8 of Affidavit of Bell dated October 24, 2018 filed in this matter and Exhibit C to that Affidavit. A copy of the Affidavit of Bell is attached as Exhibit 6.

<sup>21</sup> Houston Deposition, page 52, line 7 to page 53, line 7.

<sup>22</sup> Exhibit C, Affidavit of Bell dated October 24, 2018.

<sup>23</sup> *Id.*



of the Subject Property as his law office and rent owed from a tenant that Houston allowed to occupy the Subject Property; and

- e. That attorney fees to pay Bell for a portion of the attorney fees incurred for the partition action would be paid from the portion of partition sale proceeds to which Houston was entitled.

16. Houston filed a Motion for Reconsideration of the Final Order on July 30, 2013<sup>24</sup> that challenged the Final Order on the following grounds:

- a. Bell submitted a proposed order to the Master in Equity without being requested to submit such a proposed order;
- b. The Master in Equity erred in allowing testimony concerning an accounting from Houston, conversion and partition by private sale because those claims had been dismissed by the Order of Reference and the Court ruled that the sole cause of action by Partition Plaintiffs was an action for partition by public sale;
- c. The Master in Equity failed to consider the Subject Property to be "heirs title";
- d. The Master in Equity lacked jurisdiction concerning issues relating to contribution among heirs to decedent's estate; and
- e. The finding of attorney's fees to be paid to Bell was improper because the Master in Equity should not have ruled in favor of the Partition Plaintiffs.

17. The Court denied Houston's Motion to Reconsider on September 11, 2013.<sup>25</sup>

18. On September 23, 2013, Houston served his Notice of Appeal of the Final Order.<sup>26</sup>

19. Houston did not pursue the appeal and the matter was remitted to the circuit court on March 10, 2014.<sup>27</sup>

<sup>24</sup> Motion to Reconsider, paragraph 1. A copy of the Motion to Reconsider is attached as Exhibit 7.

<sup>25</sup> Form 4 Order entered in Partition Action on September 11, 2013. A copy of the Order is attached as Exhibit 8.

<sup>26</sup> Notice of Appeal dated September 23, 2013 and filed in Partition Action on September 27, 2013. A copy of the Notice of Appeal is attached as Exhibit 9.

<sup>27</sup> Remittitur Order issued by The South Carolina Court of Appeals dated March 10, 2014 and entered in the Partition Action on March 12, 2014. A copy of the Remittitur Order is attached as Exhibit 10.

20. On June 23, 2015, Hall made, executed and delivered a General Warranty Deed conveying the Subject Property to this Defendant pursuant to the authority given to Hall in the Final Order (the "Partition Deed").<sup>28</sup>

21. On July 1, 2015, Todd E. Houston, in his capacity as Trustee of the Houston-Patterson Educational Trust, filed an action against M. Houston, in her capacity as a Trustee the same Trust, Hall (individually), and Wells Fargo Bank alleging, among other things, breach of trust, and conspiracy, embezzlement (the "Trust Action").<sup>29</sup> Todd E. Houston ("T. Houston") is Houston's son and Houston served as attorney for T. Houston in the Trust Action. Houston was also a co-trustee of the Houston-Patterson Educational Trust. The allegations in the Trust action concerned M. Houston's and Hall's handling of a payment due to the Trustees pursuant to paragraph 9 of the Final Order.<sup>30</sup>

22. On January 5, 2018, T. Houston filed a complaint against Bell with The South Carolina Supreme Court, Commission on Lawyer Conduct accusing Bell of embezzlement, the misappropriation of client funds, intentionally disobeying the a court order, fraud and deceit.<sup>31</sup> Houston assisted T. Houston in the preparation of his complaint letter against Bell.<sup>32</sup>

23. The parties settled the Trust Action on February 12, 2018.<sup>33</sup> Houston, in his capacity as a Trustee of the Trust, was a party to the settlement.

24. On May 22, 2018, this Defendant made executed and delivered a Title to Real Estate conveying the Subject Property to DMS Funding I, LLC.<sup>34</sup>

25. Houston filed his Complaint in this action on July 31, 2018. The Complaint sets forth seven causes of action as follows:

<sup>28</sup> General Warranty Deed recorded on July 7, 2015 in the Office of the Register of Deeds for Beaufort County in Book 3412 at page 462, a copy of which is attached to this Memorandum as Exhibit 11.

<sup>29</sup> *Todd Houston as Trustee of the Houston-Patterson Educational Trust v. Mary Annette Houston, et al*, Case Number 2015-ES-GC-07-00031, removed to the Court of Common Pleas and assigned Case Number 2015-CP-07-2452 (the "Trust Action"). A copy of the Complaint is attached to this Memorandum as Exhibit 12.

<sup>30</sup> Exhibit 6 to this Memorandum.

<sup>31</sup> T. Houston's letter to the Supreme Court dated January 5, 2018 is attached to this Memorandum as Exhibit 13.

<sup>32</sup> Houston Deposition, page 75, line 9 thru page 76, line 17.

<sup>33</sup> Settlement Agreement and Global Mutual Release, dated February 12, 2018, a copy of which is attached to this Memorandum as Exhibit 14, and Exhibit 6 to this Memorandum.

<sup>34</sup> Title To Real Estate recorded on May 31, 2018 in the Office of the Register of Deeds for Beaufort County in Book 3672 at page 263, a copy of which is attached to this Memorandum as Exhibit 15.

- a. A collateral attack on the Final Order challenging the jurisdiction of the Master in Equity based on the allegation that there was no Order of Reference to the Master in Equity (the "First Cause of Action");
  - b. A challenge that the Final Order was inconsistent with the previous rulings by the Court in the Partition Action (the "Second Cause of Action");
  - c. Allegations of due process violations by the Court for ignoring the law of the case and against Bell for *ex parte* submissions of unsolicited proposed orders to the Master in Equity (the "Third Cause of Action");
  - d. A collateral attack on the Final Order as exceeding the jurisdictional and statutory powers of a court of equity in South Carolina (the "Fourth Cause of Action");
  - e. An action to determine that the Partition Deed did not convey Houston's interest in the Subject Property to the Defendant because the Master in Equity did not have the authority to authorize Hall to transfer Houston's interest in the Subject Property as set out in the Final Order (the "Fifth Cause of Action");
  - f. An action for wrongful ouster against Bell and Bell's law firm (the "Sixth Cause of Action"); and
  - g. An action to recover damages for waste to the Subject Property and theft of personal property that Houston failed to remove from the Subject Property (the "Seventh Cause of Action")
26. The Third Cause of Action is not made against this Defendant.<sup>35</sup>

### STANDARD OF REVIEW

Summary judgment should be granted where the pleadings, depositions, answers to interrogatories, and admission on file, together with the affidavits, if any, show there is no genuine issues as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCF. In determining whether any triable issue of fact exists, the evidence and all inferences, which can reasonably be drawn therefore, must be viewed in the light most favorable to the nonmoving party. *BPS, Inc. v. Worthy*, 362 S.C.

<sup>35</sup> Houston Deposition, page 64, lines 10 thru 20.

219, 325, 608, S.E.2d 155, 158 (Ct. App. 2005). All ambiguities, conclusions, and inferences rising from the evidence must be construed most strongly against the moving party. *Id.* at 325, 608 S.E.2d at 159. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Bennet v. Investors Title Ins. Co.*, 370 S.C. 561, 569, 635 S.E.2d 660, 664 (Ct. App. 2006).

“Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility ‘may be discharged by ‘showing’ --that is, pointing out to the [trial] court --that there is an absence of evidence to support the nonmoving party’s case.” *Id.* (alteration in original) (quoting *Celotex Corp. v. Catrett*, 477 U.S. 317, 325 (1986)). “The moving party need not ‘support its motion with affidavits or other similar materials negating the opponent’s claim.’” *Id.* (quoting *Celotex*, 477 U.S. at 323); see also *Richardson v. State-Record Co.*, 330 S.C. 562, 499 S.E.2d 822 (Ct.App.1998). The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder. *Dawkins v. Fields*, 354 S.C. 58, 580 S.E.2d 433 (2003).

## ARGUMENT

This action is an effort by Houston to undo a partition sale that occurred more than three (3) years before he filed this action. The partition sale was the final result of litigation in which Houston fully participated. The facts, statutes of limitation, and the doctrines of waiver, collateral estoppel and laches stand as insurmountable obstacles to Houston in his pursuit of his goal. There are no genuine issues as to any material fact and this Defendant is entitled to have judgment entered in its favor as a matter of law.

**A. The undisputed facts direct that Summary Judgment should be entered for the Defendant B. Hammel Properties, LLC.**

Each of the Plaintiff's claims against this Defendant<sup>36</sup> relies on Houston's list of irregularities in the Partition Action. However, a careful examination of the record of the Partition Action demonstrates that claimed irregularities do not exist.

(1) **There was an Order of Reference that gave the Master in Equity jurisdiction of the Partition Action.**

In his Complaint Houston claims that the Master in Equity did not have jurisdiction to enter the Final Order because there was no Order of Reference.<sup>37</sup> The record of the Partition Action clearly shows that there was an Order of Reference to the Beaufort County Master in Equity entered by Circuit Court Judge J. Ernest Kinard, Jr. after a hearing on August 10, 2012. The Order of Reference appears on the index maintained by the Beaufort County Clerk of Court of the filings entered in the Partition Action. In fact, a copy of that index is attached as Exhibit 1 to Houston's Complaint.

In the Complaint filed in this action, Houston makes specific allegations about the contents of the Order of Reference.<sup>38</sup> However, during his deposition, Houston admitted that he did not review the Order of Reference until after the filing of this action when it was provided to him by opposing counsel.<sup>39</sup> According to his testimony he did not actually read the entire Order of Reference until he did so during his deposition.<sup>40</sup>

Houston also makes unsupported allegations concerning the actual existence of the Order of Reference. He claims that he reviewed the Court's file on the Partition Action when he prepared his appeal of the Final Order, but that the Order of Reference was not in the file.<sup>41</sup> Houston recalls that, during his review of the Court's file, someone (he does not recall a name) in the Beaufort County Clerk of Court's Office advised him that Judge Kinard did not "enter a written order, he just entered a memorandum order...."<sup>42</sup> These allegations are in conflict with the Court's file on the Partition Action and Houston has offered nothing but his memory to support his allegations.

<sup>36</sup> As set out in the Statement of Facts, the Plaintiff acknowledged that his Third Cause of Action does not set out a claim against B. Hammel Properties, LLC.

<sup>37</sup> Complaint, Paragraph 11.

<sup>38</sup> Complaint, paragraph 16. The "Order dated September 4, 2012" referenced in that paragraph of the Complaint is the Order of Reference.

<sup>39</sup> Houston Deposition, page 27, lines 9-15

<sup>40</sup> Houston Deposition, page 43, line 12 to page 44, line 24

<sup>41</sup> Houston Deposition, page 29, line 19 to page 30, line 23.

<sup>42</sup> Houston Deposition, page 31, lines 1-16.

Houston also recalls that he did not receive a copy of the Motion for Reference.<sup>43</sup> This is contrary to the Court's record that shows a Certificate of Service by Mail of the Motion for Order of Reference on Houston.

The Order of Reference was clearly in place and the Master in Equity had jurisdiction in the Partition Action at the time of the final hearing in that matter. Houston's recollections explaining why he did not review the Order of Reference until after the filing of this action do not change that fact.

**(2) There is no Order entered in the Partition Action requiring partition by public sale.**

Houston claims that, during the August 10, 2012 hearing in the Partition Action, Judge Kinard made a determination as to the relief to which the plaintiffs in the Partition Action were entitled. Specifically Houston alleges that Judge Kinard ruled that the matter "would proceed by auction at public sale"<sup>44</sup> and that became the law of the case.

There is nothing in the record that shows Judge Kinard made that determination. Houston suggests that the ruling is in the Order of Reference, but it is not. In fact, when they filed their Amended Complaint, as allowed by the Order of Reference, the Partition Plaintiffs alleged that they were entitled to a partition by private sale through the use of a real estate agent.<sup>45</sup> In his Answer to the Amended Complaint, Houston did not refer to the alleged determination made by Judge Kinard that he now invokes. Rather, he merely denied that his sisters were entitled to a partition by private sale.<sup>46</sup>

There is no evidence to support Houston's claim that Judge Kinard restricted the relief to which the Partition Plaintiffs were entitled in the Partition Action. The lack of the claimed language in the Order of Reference and Judge Kinard's decision to allow the Partition Plaintiffs to amend their complaint is evidence that Judge Kinard did not rule as Houston suggests.

**(3) There is no decision in the Partition Action that prohibits the Partition Plaintiff from raising claims for rent and contribution to property expenses from Houston.**

<sup>43</sup> Houston Deposition, page 27, line 21 to page 28, line 1.

<sup>44</sup> Complaint, paragraph 16; Houston Deposition, page 16, line 16 to page 17, line 17.

<sup>45</sup> Exhibit 3, paragraphs 26 through 33.

<sup>46</sup> Exhibit 4, paragraph 9.

Houston also claims that Judge Kinard determined that certain allegations in the complaint filed in the Partition Action were not proper in that they were “within the exclusive jurisdiction of the Probate Court...”<sup>47</sup> He does not list these improper allegations; but apparently they were the “rents, taxes and all the other sundry items” that the Partition Plaintiffs recovered from Houston in the Partition Action.<sup>48</sup>

There is no language in the Order of Reference that limited what the Partition Plaintiffs could allege in their Amended Complaint. When the Partition Plaintiffs filed their amended complaint, they included the claims to which Houston now objects.<sup>49</sup> In his Answer to the Amended Complaint, Houston did not challenge those claims as conflicting with the law of the case. Instead, he merely denied them.<sup>50</sup> Houston’s response is evidence that Judge Kinard did not rule as Houston now suggests.

It is clear that Houston misunderstood Judge Kinard’s rulings at the August 10, 2012 hearing. As additional evidence of this misunderstanding, Houston states that Judge Kinard’s ruled on the Partition Plaintiffs’ Motion for Summary Judgment and the dismissal of the Partition Plaintiffs’ complaint was his ruling on that motion.<sup>51</sup> However, the Order of Reference specifically states that Judge Kinard did not consider the Partition Plaintiffs’ Motion for Summary Judgment.<sup>52</sup> Houston did not understand that there was no Summary Judgment ruling until he read the Order of Reference during his deposition in this matter on December 12, 2018.<sup>53</sup>

Houston has an imperfect recollection of what transpired in the Partition Action. The Court must rely on its records of that action. The facts in those records direct that this Defendant is entitled to the entry of Summary Judgment on Houston’s challenge to the Partition Plaintiff’s right to the recovery awarded in the Final Order.

**(4) The Master in Equity requested a proposed Final Order from Bell.**

Houston alleges that Bell engaged in ex parte communications with the Master in Equity after the trial in the Partition Action, but before the Master in Equity entered the

<sup>47</sup> Complaint, paragraph 16.

<sup>48</sup> Houston Deposition, p. 16, line 16 to page 17, line 17 and page 45, line 9 to page 47, line 1.

<sup>49</sup> Exhibit 3, paragraphs 9 thru 25.

<sup>50</sup> Exhibit 4, paragraphs 3 thru 5.

<sup>51</sup> Houston Deposition, p. 42, line 20 to page 43, line 11.

<sup>52</sup> Exhibit 2

<sup>53</sup> Houston Deposition, page 43, line 12 to page 44, line 24.

Final Order.<sup>54</sup> According to Houston, the communication was in the form of an unsolicited proposed final order that the Master in Equity unwittingly signed.<sup>55</sup>

In fact the proposed order that Bell submitted was at the request of the Master in Equity in electronic mailings that were intended to be copied to the Houston.<sup>56</sup>

Houston raised this concern in his Motion to Reconsider, giving the Master in Equity the opportunity to correct his error if the Final Order was entered by mistake. The Master in Equity did not revise the Final Order.

**(5) The relief awarded by the Master in Equity in the Final Order was appropriate.**

Houston believes that the Master in Equity was not within his authority to provide relief in the form provided in the Final Order.<sup>57</sup> Houston also alleges that the relief awarded was an abuse of discretion.<sup>58</sup> The basis of the attack is the Houston's dissatisfaction with the power given to Hall to market and sell the Subject Property and the lack of Court supervision of the sale process. Houston also alleges that all partition sales must be public and cites *Zimmerman v. Marsh*, 365 S.C. 383, 618 S.E.2d 989 (2005) and *Pruitt v. Pruitt*, 298 S.C. 411, 380 S.E.2d 862 (Ct.App. 1989) as authority for that position.<sup>59</sup>

Houston's arguments are without basis. Neither *Zimmerman*, nor *Pruitt*, stand for the proposition that partition sales must be public. The decisions in both cases only state that the sale must be fair and equitable to all parties and a public sale will occur if equity requires it. South Carolina partition statutes do not require a public partition sale (S.C. Code Ann. Section 15-61-100 (2005)) and rules of civil procedure (Rule 71(f)(5), SCRCPP) do not require public partition sales.

In the Partition Action, the Master in Equity determined that a private sale was in the best interest of all parties in that it would allow the parties to realize the best sales price. The Master in Equity found that no party disputed this conclusion.

<sup>54</sup> Complaint, paragraphs 23 thru 28.

<sup>55</sup> *Id.*

<sup>56</sup> Exhibit 6.

<sup>57</sup> Complaint, paragraphs 33 thru 36.

<sup>58</sup> Complaint, paragraph 34.

<sup>59</sup> Complaint, paragraph 17.



A review of applicable statutory and common law and Court rules direct that he relief awarded in the Final Order was within the Court's authority to grant. The facts of the case indicate the relief was appropriate.

All of the critical facts on which Houston relies in his Complaint are misstated. The record of the Partition Action directs that the critical facts on which Houston relies do not exist. This Defendant is entitled to judgment as a matter of law.

**B. Houston waived his right to challenge the jurisdiction of the Master in Equity and the partition by private sale.**

"Waiver is a voluntary and intentional abandonment or relinquishment of a known right." *Spur at Williams Brice Owners Ass'n, Inc. v. Lalla*, 415 S.C. 72, 91, 781 S.E.2d 115, 125 (Ct. App. 2015). Waiver can be implied from conduct. *Id.* "Generally, the party claiming waiver must show that the party against whom waiver is asserted possessed, at the time, actual or constructive knowledge of his rights or of all the material facts upon which they depended." *Id.* at 91, 781 S.E.2d at 125, citing *Janaski v. Fairway Oaks Villas Horizontal Prop. Regime*, 307 S.C. 339, 344, 451 S.E.2d 384, 387-388 (1992).

Houston waived his right to challenge the jurisdiction of the Master in Equity. A careful review of record of the Partition Action demonstrates that Houston voluntarily and intentionally participated in the Partition Action after it was referred to the Master in Equity. He participated in the trial, filed a motion for the Master in Equity to reconsider the Final Order, and initialed the process to appeal the Master in Equity's Final Order – all without a challenge to the jurisdiction of the Master in Equity.

While Houston appeared *pro se* in the Partition Action he was an attorney, licensed to practice law in the State of South Carolina during the critical portions of the

Partition Action.<sup>60</sup> Houston does not claim that he did not understand the process for the referral of matters to the Master in Equity at the time of the Order of Reference. When asked why he did not challenge the jurisdiction of the Master in Equity when he first appeared before him in the Partition Action, Houston explained “my thinking was that it was just going to be a perfunctory hearing because Judge Kinard ruled that it would be a public sale.”<sup>61</sup> He did not decide to raise this jurisdictional challenge until he was preparing the Complaint in this action.

Houston’s participation in the Partition Action after it had been referred to the Master in Equity by the Order of Reference was a waiver of the challenges he now makes as to the jurisdiction of the Master in Equity.

Similarly, Houston waived his right to challenge the private sale determination of the Final Order. Houston participated in the final hearing in this matter. The Court’s final Order made the determination that “[i]t is undisputed that the parties would recognize significantly greater value from a private sale” (emphasis added) and “[a] private sale is in the best interest of the parties and within the equitable powers of this Court to Order.”<sup>62</sup> The time for a challenge to the private sale was at the final hearing in the Partition Action and, by not asserting the challenge at that point, Houston waived the right to raise the challenge now.

**C. All of Houston’s claims against this Defendant are barred by the doctrine of collateral estoppel.**

The issues raised by the Houston in his Complaint have all been finally resolved in the Partition Action. These matters were fully litigated by Houston, a fact that is

<sup>60</sup> In re Houston, 403 S.C. 368, 744 S.E.2d 501 (2013) shows that Houston was suspended from the practice of law from December 7, 2012 to April 17, 2013.

<sup>61</sup> Houston Deposition, page 32, lines 2 thru 5.

<sup>62</sup> Final Order, paragraph 7.

apparent from a review of the pleadings filed by Houston in the Partition Action, his attendance at hearings and trial, his motion to reconsider and his effort to appeal the Final Order. All of the issues raised by Houston in this action were actually litigated and directly determined in the Partition Action and were necessary to support the Final Order. Therefore, the doctrine of collateral estoppel stands as a bar to the relief demanded by the Houston in this action. *Beall v. Doe*, 281 S.C. 363, 315 S.E.2d 186 (Ct. App. 1984).

Houston fails to join the other parties to the Partition Action in this action. Instead, the Plaintiff chooses to attack the partition sale purchaser and the attorney who represented the Partition Plaintiffs. However, the doctrine of collateral estoppel does not require mutuality of the parties in the actions compared. South Carolina recognizes nonmutual collateral estoppel. *Id.*

The doctrine of collateral estoppel bars the re-litigation of matters finally resolved in the Partition Action. As such, this Defendant is entitled to summary judgment of all of Houston's claims.

**D. Houston's claims against this Defendant are barred by statutes of limitation.**

Houston's complaint in this action is a collateral attack on the Final Order. His Complaint specifically states that on the first page under the heading "Summary of Action."<sup>63</sup> Relief from the Final Order is controlled by Rule 60, SCRCp. While challenges to final judgments may be handled by motion pursuant to Rule 60, SCRCp, collateral attacks in a separately filed action are also appropriate. Rule 60(b), SCRCp, *See, e.g., Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988).

The time for challenges pursuant to Rule 60, whether by motion or by collateral attack in a separate action, are set out in that rule. *Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988). Challenges to a final order or judgment for the reasons set out in Rule 60(b)(1), (2), and (3) must be filed "not more than one year after the judgment, order or proceeding was entered or taken." Efforts to set aside a final order or judgment for reasons detailed in Rule 60(b)(4) and (5) must be made within a "reasonable time".

Houston filed the Complaint in this action four (4) years, four (4) months and twenty-one (21) days after the Court of Appeals issued the Remittitur ending Houston's

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<sup>63</sup> Complaint, page 1.

appeal of the Final Order. If Houston's claims are pursuant to Rule 60(b) (1), (2), or (3) the date of the filing of the Complaint is well beyond the one year required for challenges to be made under those provisions of Rule 60(b).

The reasonable time for filing a challenge under Rule 60(b)(4) and (5) has also passed. Houston offers no reason for the delay in filing this collateral attack on the Final Order. His Complaint that was filed on July 31, 2018 merely repeats the challenges he made almost five (5) years earlier when he filed his Motion to Reconsider the Final Order on September 11, 2013. The length of the delay, coupled with a lack of explanation for the delay and Houston's conduct following the Final Order – the Motion to Reconsider, the appeal, the Trust Action, and the Complaint to the Commission on Lawyer Conduct– allow this Court to determine that, as a matter of law, Houston's claims under Rule 60(b)(5) are time barred.

A four (4) year delay in the filing of a Rule 60(b), SCRCP Motion to set aside a partition action based on fraud has been determined to be an unreasonable time. *Perry v. Heirs at Law & Distributees of Gadsden*, 357 S.C. 42, 48, 590 S.E.2d 502, 505 (Ct. App. 2003). In *McDaniel v. United States Fid. & Guar. Co.*, 324 S.C. 639, 644, 478 S.E.2d 868, 871 (Ct. App. 1996), the court upheld a special referee's decision that a Rule 60(b)(4) motion was untimely when made four years after the judgment. ("The special referee's decision that McDaniel's motion was untimely after nearly four years is not an abuse of discretion, especially since McDaniel participated in the settlement, received substantial benefits from it, and utilized § 38-77-940 as the basis for a cause of action in his 1989 complaint."). The court of appeals has also held that an 18 month delay was unreasonable under Rule 60(B)(4) and (5) - *Smith Cos. v. Hayes*, 311 S.C. 358, 359, 428 S.E.2d 900, 902 (Ct. App. 1993) ("The record reveals no justifiable reason to excuse Hayes's delay in seeking to set aside the February 23d judgment. Relief from judgment under Rule 60 should not be considered a substitute for appeal from a final judgment, particularly when it is clear the party seeking relief could have litigated at trial and on appeal the claims he now makes by motion.").

Our courts have recognized the inherent power of a court of equity to set aside its judgments. See *Evans v. Gunter*, 294 S.C. 525, 366 S.E.2d 44 (Ct. App. 1988). In upholding that inherent power, courts have held that a judgment may be set aside on the

ground of fraud only if the fraud is "extrinsic" and not "intrinsic." Hagy v. Pruitt (In re Pruitt), 339 S.C. 425, 431, 529 S.E.2d 714, 717 (2000) ("[C]ourts have the inherent authority to set aside a judgment on the grounds of extrinsic fraud in spite of any facially applicable statutes of limitation.") Chewning v. Ford Motor Co., 354 S.C. 72, 80, 579 S.E.2d 605, 609-610 (2003). "There is no statute of limitations when a party seeks to set aside a judgment due to fraud upon the court." Chewning, 579 S.E. 2d at 609-610.

In his Complaint, Houston specifically alleges extrinsic fraud.<sup>64</sup> The conduct that he labels as extrinsic fraud is the *ex parte* communication Bell allegedly had with the Master in Equity discussed above. However, there is no factual allegation that those communications induced Houston not to present his case or deprived him of the opportunity to be heard - the required standard that Houston provides for extrinsic fraud.<sup>65</sup> To the contrary, Houston appeared and argued this very point to the Master in Equity in his Motion to Reconsider.

Houston is beyond the time during which he can collaterally attack the Final Order for the reasons stated in his Complaint.

**E. Houston's claims against the Defendant B. Hammel Properties, LLC are barred by the doctrine of laches.**

"The equitable doctrine of laches is defined as 'neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what in law should have been done.'" Robinson v. Estate of Harris, 389 S.C. 360, 371-372, 698 S.E.2d 801, 807 (2010), quoting, Hallums v. Hallums, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988). "Under the doctrine of laches, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his adversary to incur expenses or enter into obligations or otherwise detrimentally change his position, then equity will ordinarily refuse to enforce those rights." Robinson, 296 S.C. at 372, 689 S.E.2d at 807, citing, Chambers of S.C., Inc. v. County Council of Lee County, 315 S.C. 418, 421, 434 S.E.2d 279, 280 (1993). The party alleging laches must show (1) delay, (2) the delay was unreasonable under the circumstances, and (3) resulting prejudice. Robinson, 296 S.C. at 372, 689 S.E.2d at 807, citing, Hallums, 296 S.C. at 199, 371

<sup>64</sup> Complaint, paragraphs 29 and 30.

<sup>65</sup> Complaint, paragraph 30, quoting, Hilton Head Center of South Carolina, Inc. v. Public Services Comm'n, 294 S.C. 9, 362 S.E.2d 176 (1987).

S.E.2d at 528.

More than three (3) years before Houston filed this claim, Hall deeded the Subject Property to this Defendant. After holding and maintaining the Subject Property for two (2) years and 11 months this Defendant sold the Subject Property to a third party. Houston cannot now seek to undo these transactions and ignore the consequences to this Defendant. The prejudice to this Defendant support a determination that the doctrine of laches bars the relief that Houston requests.

The delay of four (4) years, four (4) months and twenty-one (21) days, coupled with Houston's conduct entitle the Defendant to a determination that the delay was unreasonable as a matter of law.

### CONCLUSION

The record of the Partition Action does not support Houston's claims. The facts that he alleges in the Complaint filed in this matter do not accurately reflect what occurred in the Partition Action. The record of the Partition Action demonstrates that there is no genuine issue of any material fact and that the each of Houston's claims have been fully litigated and finally decided. Those that may not have been specifically decided, if any, are time barred. This Defendant is entitled to judgment as a matter of law.

/s/W. Cliff Moore, III

W. Cliff Moore, III (SC Bar No. 4067)

Adams and Reese LLP

PO Box 2285

Columbia, SC 29202

P: 803-254-4190

cliff.moore@arlaw.com

-and-

Thomas C. Taylor (SC Bar No. 5499)

Law Offices of Thomas C. Taylor, LLC

PO Box 5550

Hilton Head Island, SC 29938

S.C. Bar No. 5499

P: 843-785-5050

tom@thomastaylorlaw.com

Attorneys for B. Hammel Properties, LLC

June 4, 2019

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )

IN THE COURT OF COMMON PLEAS  
 CIVIL ACTION NO: 18-CP-07-1559

Charles E. Houston, Jr.,  
 Plaintiff,

v.

Dean B. Bell, Individually, Law Offices  
 of Dean B. Bell, LLC, and B. Hammel  
 Properties, LLC,  
 Defendants.

AFFIDAVIT OF DEAN B. BELL  
 IN SUPPORT OF MOTION TO STRIKE  
 AFFIDAVIT OF DEFAULT

THE UNDERSIGNED, DEAN B. BELL AFTER FIRST BEING DULY SWORN DEPOSES  
 AND STATES AS FOLLOWS:

1. I am an attorney licensed to practice law in the State of South Carolina, having been admitted in November 1993. Since 1995 I have practiced in Beaufort County, South Carolina. Until 2016, my practice was concentrated in various areas of civil litigation, primarily in the Beaufort County Court of Common Pleas. Since that time, I have focused primarily on various consulting and commercial endeavors. In twenty-five years of practice, I have never been sanctioned by the Court in any matter and have never been found to have violated any ethical rule by the South Carolina Supreme Court Office of Disciplinary Counsel.
2. In early 2011, I was retained by Ms. Cornelia Houston- Hall, Ms. Annette Houston, and Ms. Jeanie Hampton ("Houston Sisters") to represent them in connection with a property dispute with their brother, Charles E. Houston, Jr. The substance of the dispute was family property they inherited from their parents located on Marshland Road, on Hilton Head Island, South Carolina.
3. The relationship between the Houston Sisters and Charles Houston was strained at best at the time I was retained. For several years subsequent to the death of their parents, Charles Houston had occupied the family property as his residence and law office and during that time he refused to pay any taxes, insurance, or rent to the Houston Sisters. The Houston Sisters paid all the carrying cost in order to protect the family property despite being denied access to it. Additionally, they were aware that Charles Houston had tenants living in the property and he refused to pay them any portion of rents received.

4. The Houston Sisters could no longer afford to carry the property financially and inasmuch as Charles would not contribute, they asked him to buy them out or to allow them to sell the property. He refused either option. As a result of those continued refusals as well as Mr. Houston's refusal to contribute to the cost for taxes and insurance and refusal to pay any rent, the Houston Sisters retained me to file a civil action to have the property sold and the proceeds, after payment of costs, distributed among the Houston Sisters and Charles Houston. (*Cornelia H. Hall, Jeanne H. Hampton, and Mary A. Houston v. Charles E. Houston, Civil Action No. 2011-CP-07-5141*, the "Hall Action"). The property was owned as tenants in common by the four siblings with each owning an undivided twenty five percent (25%) interest.

5. The Houston Sisters could not afford to pay all of the attorneys' fees and cost in connection with the matter so I agreed to be paid upon sale of the property but to only charge my normal hourly rates without any interest accruing on those fees during the course of the matter. The Houston Sisters paid the filing fees and standard costs of the action as the costs were incurred.

6. The Hall Action took almost two years to get to a final hearing. During that time, there were numerous filings and court appearances, as evidenced by Exhibit "A" attached hereto.

7. The final hearing in Hall Action was held on May 2, 2013 before Judge Marvin Dukes, as Master in Equity in accordance with a prior Order in the case issued by Judge Earnest Kinard on August 26, 2012. (See Exhibit "B" attached hereto). The Court found in favor of the Houston Sisters.

8. At conclusion of the hearing, Judge Dukes requested the parties to attempt to resolve the matter by allowing Mr. Houston some time to buy the Houston Sisters out prior to his issuing a final order and instructed me to inform the Court if those discussions were unsuccessful. Charles Houston refused to communicate with me or the Houston Sisters after the day of the final hearing. In accordance with Judge Dukes instructions, I informed the Court of the failure of any settlement discussions and was requested by the Court to forward a proposed Order. Those communications were copies to Charles Houston. (See Exhibit "C" attached hereto). A final Order was issued on July 15, 2013. (See Exhibit "D" attached hereto). Charles Houston subsequently filed a Motion for Reconsideration of the Order. (See Exhibit "A" attached hereto). That Motion was denied. As a result, Charles Houston filed a Notice of Appeal with the South Carolina Court of Appeals. His appeal was ultimately denied and a Remittitur issued on March 12, 2014. (See Exhibit "A" attached hereto).



9. In his Order, Judge Dukes ordered the property be sold at private sale to maximize profits with Ms. Cornelia Hall-Houston as the appointed agent to conduct the listing and closing of the property on behalf of the siblings. He also awarded judgment against Charles Houston in favor of the Houston Sisters for contributions to taxes and insurance and unpaid rent which accumulated over a period of several years, plus any additional rent which accrued subsequent to the date of the hearing and Charles Houston vacating the property.

10. After his appeals were exhausted, the property was listed for sale. Charles Houston continued to occupy the property during that time. He also continued to have tenants. After Mr. Houston finally left the property, his tenant remained. As result, the Houston Sisters had to retain me to file a residential eviction.

11. At the day of the eviction hearing, Charles Houston appeared with his tenant and informed me and the Houston Sisters, as well as the Magistrate's Court, that the gentleman was not a tenant but instead a house guest and that he would be leaving voluntarily in a few days.

12. Several weeks later it became necessary for me to issue a notice and demand that the house guest leave and subsequently to enlist the assistance of the Beaufort County Sheriff's Office to require the "house guest" who was then trespassing to vacate the property so that the Houston Sisters could get control of and list the house for sale in accordance with the Court's Order. It then took several months to ultimately get a final contract on the property and after several extensions and concessions, to consummate the closing. The closing finally occurred in July, 2015, almost four (4) years after the action was filed. The proceeds were then distributed in accordance with the terms of the Order in the Hall Action. As a result of the judgment obtained against Charles Houston in the Hall Action and additional cost incurred to obtain possession of the house because Charles Houston could not get his "house guest" to leave, and further cost to pay off judgments against Charles Houston unrelated to the Hall Action, he did not receive any proceeds from the sale, only a reduction in the amount of the Houston Sisters' personal judgment against him.

13. One provision of the Order required the Trustee, Annette Houston to reimburse the sum of \$4,300 to a small family trust established by their father, the Houston-Patterson Educational Trust, which was used a few years prior to pay taxes and insurance with Charles Houston's agreement. (see page 3, para 9 of Exhibit D, hereinafter the "Tax Funds"). Annette Houston was co-Trustee of the Trust, along with Charles Houston and his son, Todd. However, prior to the sale, Charles Houston and his son Todd withdrew all of the remaining funds in the Trust Account without

Annette Houston's knowledge. The actions on the part of Todd and Charles Houston were discovered prior to the closing. (See Exhibit "E" attached hereto). Those actions served to essentially terminate the Trust because after Todd Houston removed the entire corpus of the Trust from the account, nothing remained. Moreover, those actions were sufficient cause to removal of both Todd and Charles Houston as Trustees and to pursue them for damages. The Houston Sisters decided to just let it go and not pursue it further, they wanted no further entanglement with their brother and nephew. As a result, Annette Houston as the sole remaining Trustee directed that the Tax Funds instead of being deposited into an empty trust account be used to partially reimburse the Houston Sisters for documented costs associated with taxes and insurance on the property which accrued subsequent to the date of the final hearing in the Hall Action. Ms. Annette Houston, pursuant to the terms of the Trust and as sole remaining Trustee was authorized to direct the disbursement of those funds. Furthermore, no one had any contact with either Todd or Charles Houston.

14. In October, 2015, shortly after the sale and disbursement, Todd Houston, as the purported "Trustee of the Houston-Patterson Educational Trust" initiated an action in the Probate Court for Beaufort County, South Carolina which alleged Annette Houston as Trustee and her sister, Cornelia Hall had breached their fiduciary duty to the "Trust" by using trust funds to pay taxes and insurance for the property (i.e. the Tax Funds) which was not owned by the Trust. (*Todd Houston v. Mary Annette Houston, et al, Civil Action 2015-CP-07-2452*, the "Houston Action"). In this new Houston Action, Todd and Charles Houston alleged that the Tax Funds were converted to personal use by Annette Houston and Cornelia Houston-Hall. During the course of that matter, discovery produced to Mr. Houston confirmed that to not be true. Nonetheless, Todd and Charles Houston refused to dismiss the action.

15. The Houston Action was removed to Circuit Court and subsequently subject to a myriad of procedural motions and at least one change of attorneys on the part of the Todd and Charles Houston. There were numerous delays associated with Charles Houston being suspended from practice yet again by the South Carolina Supreme Court and the change of attorneys as he was no longer able to represent the "Houston Patterson Educational Trust" but could continue to represent himself as an individual Third-Party Defendant. Once again, the Houston Sisters and my office were tied up in a long, mired mess with Charles Houston and his son Todd. (See Exhibit "F" attached hereto).

16. In August, 2017, my office filed a Motion to Dismiss or in the alternative for Summary Judgment in the Houston Action, which included as grounds the fact that the Tax Funds which were then alleged to have been converted to personal use by the Houston Sisters were a material component of and specifically addressed by the Court in the prior Hall Action. (See Exhibit page 4, items 13 – 17, Exhibit “G” attached hereto).

17. Due to procedural motions including a Motion for Substitution of Counsel, that Motion was never heard.

18. On January 22, 2018 and while the Houston Action was ongoing, Todd Houston filed a complaint with the South Carolina Supreme Court Office of Disciplinary Counsel alleging that I personally embezzled and misappropriated the Tax Funds instead of paying them to the Trust as required by the Order in that action. That complaint was filed after Todd and Charles Houston learned in the Houston Action that Ms. Annette Houston, as sole Trustee, specifically directed that the Tax Funds be used to reimburse the Houston Sisters for some of the cost incurred by them for taxes and insurance subsequent to the date of the hearing. I am informed and believe that Charles Houston knew of and participated directly in preparing that ethical complaint which was knowingly false when filed.

19. That complaint was fully investigated by the Office of Disciplinary Counsel and dismissed.

20. Subsequent to the dismissal, Todd Houston, presumably again with the assistance of his father Charles Houston, who has an extensive history of being involved in investigations by the Office of Disciplinary Counsel, requested a full panel review of the findings of Disciplinary Counsel. The full panel subsequently confirmed the findings finally ending that matter.

21. Meanwhile the Houston Sisters, in order to in order avoiding payment of additional large sums of additional attorney fees continuing to defend the Houston Action and with the almost certainty that any ruling in their favor would be appealed based on the history of the parties, and as a result of Annette Houston passing away, agreed to simply pay the sum of \$4,574.75 to Todd and Charles Houston to end all disputes between them and to be done. The terms of that settlement included a complete mutual release of all the “parties, their heirs, representatives, agents, attorneys, and .....” (See Exhibit “I” attached hereto). Upon signing and payment, the Houston Sisters assumed the matter was finally ended after more than seven (7) years of fighting, as did I.

22. In late August, 2018 my office received the Summons and Complaint in this matter, which is now challenged based on the following: (i) the jurisdictional validity of the final Order in the

Hall Action on alleged grounds that there was no Order referring the case to the Master in Equity (despite the fact that a Motion was filed as referenced in the Court's records and the fact Charles Houston was present and addressed directly by the Court the day it was the Reference was ordered, see Exhibit "J" attached hereto), (ii) on the basis that the Order in the Hall Action was never received by the Plaintiff (despite the fact that Charles Houston timely filed a Motion for Reconsideration and then an Appeal, see Exhibit "A"), and (iii) that I somehow fraudulently obtained the signature of or induced Judge Marvin Dukes to unwittingly execute that Order. Yet that is the same Order which was included and relied upon by Todd and Charles Houston to secure payment of the Tax Funds to the "Trust" in settlement of the Houston Action. It is also the same Order I was reported by Todd Houston to have violated as alleged in the complaint filed against me with the Office of Disciplinary Counsel which was dismissed.

23. On August 23, I authorized my associate Rob Dills to accept service on me personally. I filed an Answer on behalf of the Law Office of Dean B. Bell, LLC and myself on September 1, 2018, well in advance of any default date. Because I am aware that Mr. Houston has no assets that can be used to satisfy any judgment for sanctions and in addition knowing he has already been suspended from the practice of law by the Supreme Court of South Carolina and does not even live in the State, and having further had to displeasure of dealing with Mr. Houston for almost seven years through the various actions described herein, I had no interest in escalating the matter. Therefore, I did not include counterclaims or requests for sanctions. As such there was nothing more I expected to receive from Mr. Houston and I actually had some hope that he would read my response and decide to stop the nonsense.

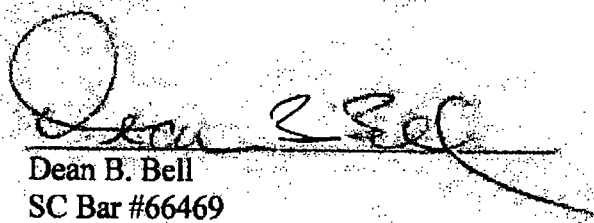
24. Prior to leaving an active role in litigation matters, I was accustomed to the attorneys I was involved with being served electronically by the Court. I assumed Mr. Charles Houston would be served electronically as well. I did not receive any notice from the court indicating otherwise.

25. I was not informed until October 17, 2017 that Mr. Houston was not served with the Answer filed on September 1, 2018 and is now taking the position that I am in default. I have communicated with him concerning this matter. Although I did receive one email from him indicated he was going to contact the court and request a return of his Motion for Entry of Default, I was subsequently informed by counsel for the other defendants in this matter that he did not intend to do so. I have provided the Answer directly to Mr. Houston both by email and served it

upon him by mail. I have had no further response from Mr. Houston. (See Exhibit "K" attached hereto).

26. Mr. Houston cannot argue that he has in any way been prejudiced by not being provided with the Answer when it was filed. It would be patently unjust to allow this mistake or inadvertence on my part to allow Charles Houston any relief or leverage in this matter. The substance of his entire Complaint is blatantly false as indicated by Court's records in the Hall Action and Houston Action. He claims that there was no Motion for Order of Reference or subsequent Order of Reference in the Hall Action. That is not true. The Motion is attached hereto as Exhibit L, along with the Certificate of Service, and the Order is attached as Exhibit B. He attended the hearing in the Hall Action wherein the Court Ordered the matter be referred, he attended the final hearing, he was copied on the communications with the Court concerning the Order, he was served with the Order as indicated by the fact that he then filed a Motion for Reconsideration, and he even attempted to have the Order overturned on appeal. There have now been four separate proceedings initiated by or against Charles Houston which all flow from the same set of facts and circumstances, a partition action concerning family property in which he inherited an undivided 25% interest and a resulting dispute over \$4,300 which was paid in connection with a complete release.

**FURTHER AFFIANT SAYETH NOT**



Dean B. Bell  
SC Bar #66469  
48 Pennington Drive, Ste C.  
Bluffton, SC 29910  
(843) 815-5397

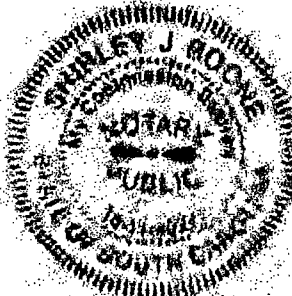
STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, Shirley J. Boone, do hereby certify that Dean B. Bell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24 day of October, 2018.

Shirley J. Boone  
Notary Public for South Carolina  
My Commission Expires: 10/11/2027



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Charles E. Houston, Jr.  
Plaintiff

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE # 2018-CP-07-001559

Vs.

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

MEMORANDUM OF LAW  
OPPOSITION TO MOTIONS  
FOR SUMMARY JUDGEMENT

Defendants

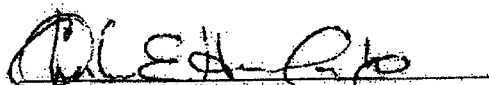
### MEMORANDUM OF LAW

The defendants have presented this case in the posture of a motion for summary judgment; thus, it is governed by South Carolina Rules of Civil Procedure Rule 56(c) SCRPC. This rule provides a motion for summary judgment shall be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). This initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the non-moving party's case, and it is not necessary for the moving party to support its motion with affidavits or other similar materials negating the opponent's claim. *Id.* Once the moving party carries its initial burden, the opposing party must do more than rest upon the mere allegations or denials of his pleadings, but must, by affidavit or otherwise, set forth specific facts to show that there is a genuine issue for trial. *Id.*; Rule 56(e), SCRPC.

"In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Lanham v. Blue Cross & Blue Shield of S.C., 349 S.C. 356, 362, 563 S.E.2d 331, 333 (2002). Moreover, because summary judgment is a drastic remedy, it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues. Madison ex rel. Bryant v. Babcock Ctr., Inc., 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006).

Respectfully, submitted



Charles E. Houston Jr.  
Plaintiff, Pro Se  
100 Shady Brooke Walk  
Fayetteville, GA 30214  
Phone: 843-684-0211  
Email: [charlesehouston@icloud.com](mailto:charlesehouston@icloud.com)

June 6, 2019  
Fayetteville, Georgia



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Charles E. Houston, Jr.  
Plaintiff

Vs.

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

Defendants

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE # 2018-CP-07-001559

AFFIDAVIT IN OPPOSITION TO  
MOTION FOR SUMMARY JUDGEMENT

STATE OF GEORGIA  
COUNTY OF FAYETTE

Personally appeared before me Charles E. Houston, Jr., who upon being duly sworn deposes and states the following:

1

I am the Plaintiff in the action herein and file this Affidavit according to South Carolina Rules of Civil Procedure, Rule 56(e) SCRPC. This affidavit is made on personal knowledge and shall set forth such facts as would be admissible in evidence and shall show affirmatively that the affiant is competent to testify to the matters stated therein.

2

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.

3

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 % undivided interest as a tenant in common to the plaintiff.

4

That DMS Funding I, LLC is a Limited Liability Corporation chartered under the laws of the State of Florida and was the grantee of a deed executed by B. Hammel Properties, LLC on May 22, 2018 2018 and recorded in the Office of the Register of deeds for Beaufort County, SC in Book 3672 at Page 263-265 on June 4, 2018 purporting to convey the fee simple interest of B. Hammel Properties, LLC to the property that is the subject of this action herein. A motion to amend the complaint for the purpose of joining them in this action as a necessary party is pending before the court.

5

Your Affiant has filed a motion to join them in this action as necessary parties. Because of their possessory interest in the property.

6

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 Exhibit1 to the complaint.

7

That the Courts of Common Pleas of South Carolina have jurisdiction over actions for partition of real property as provided by S.C. Code. Ann 5 15-61-60.

8

That the plaintiff's Complaint filed in Civil Action 2011-CP-07-5141 was filed on December 7, 2011. There First Amended Complaint was filed on October 12, 2012. The First Amended Complaint is the same "verbatim" complaint as the original complaint and does not comply with the Court Order dated August 26, 2012.

9

That the pre-trial Motions filed contemporaneously with opposing counsel's Motion for Reference was never received by me as it was mailed to a P.O. Box address that had been discontinued for an extensive period of time and was not the address designated on my Answer and other filings being 31 Marshland Road, Hilton Head Island, SC 229938.

10

The Order of the Court dated August 26, 2012 providing for, among other things, an Order of Reference; that was filed with the Court on September 4, 2012; 16 days later. That the Order was drafted by an associate attorney in the Law Offices of Dean B. Bell who did not incorporate into the proposed order the complete rulings of the Circuit Court, nor furnish me with a copy of the proposed order with his transmittal letter to the Presiding Judge; nor serve upon me a copy of the filed Order.

11

That without being furnished with a copy of the proposed order as submitted to the presiding judge affiant was denied the opportunity to alert the presiding judge (now deceased) of the crucial deficiencies of his ruling not included in the proposed order, to

wit: 1)that the property would be sold by auction at public sale and 2) that the other issues in the case were within the jurisdiction of the Probate Court.

12

That the South Carolina Rules of Civil Procedure Rule 5(b)(3) SCRCP 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.

13

That Affiant was not made aware of the existence of this Order until a copy of this Order was presented to him at the time of the taking of his deposition on December 12, 2018.

The cover letter to the judge was not received by me and if placed in the mail an incorrect address was placed on the mailing. Copies of correspondence and emails from the Bell Law Firm have frequently been sent to me improperly addressed. The Final Order of the Master in Equity dated July 15, 2013 makes no recitation of an Order of Reference having been filed.

14

The Order was not contained in the file of the Clerk of Court up to the time of the filing of this lawsuit and communications with the South Carolina Judicial Department failed to disclose the name of the Court Reporter who transcribed the hearing held on June 12, 2012.

15

That your Affiant during the hearing held before this Court on June 12, 2012 informed the Court that he was opposed to the partitioning of the property and this was the basis for the Court ruling that the petitioning, partitioning parties plaintiffs would have

to amend their complaint to comply with its ruling. 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 nor allotment may be had, public sale is required.

16

Additionally, the Court ruled 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

That but for these ruling by the Court no other reason existed for the plaintiff's to be required to amend its complaint.

18

That at the commencement of the hearing held before the Master -in- Equity, Affiant advised the Master-in-Equity that the Circuit Court had ruled that the action for partition could only proceed by public sale and that the other issues were to be determined by the Probate Court and that he remained opposed to the partitioning and a private sale. This was not adhered to by the Master-in Equity.

19

That the Amended Complaint did not request that my sister, Cornelia H. Hall, a plaintiff, petitioner in the action be given complete authority to act exclusively as the agent for the tenants in common of the property with the authority to choose a real estate broker or to make a unilateral decision for the price the property would be sold. Additionally, no evidence was submitted pertaining to her qualifications to serve on that capacity.

20

That Affiant, relying on the ruling of the Circuit Court that the property would only be sold at public sale and that the remaining issues were within the jurisdiction of the Probate Court; had procured the financing for the purchase of the property and did not

consider or come to the hearing prepared to address the issues contained in the Amended Complaint to his detriment.

21

That work product materials belonging to Plaintiffs' attorney, Dean B. Bell and other documents materials consisting of his notes, argumentative memorandums, calculations and other documents not received into evidence were placed in the Court's official file. This action made these not admitted materials available for the Master-in-Equity to see and review upon reviewing the record of the case.

22

The Master in Equity stated in Court at the end of the hearing held before him that he would take the case under advisement and issue his ruling. That prior to his doing so there were e-mail exchanges between Attorney Bell and the Master-in-Equity initiated by Attorney Bell. Attorney Bell represented to the Master that I was not co-operating with my sisters towards achieving a buy-out agreement with them added with the suggestion that he would be willing to proceed and submit a final order. A final order was thereafter submitted to the Master in Equity that he signed.

23

That I have appeared before the Master in Equity for Beaufort County in sundry matters and know him to strictly adhere to the practice of not accepting or addressing exparte communications or commencing a hearing without all counsels being present.

24

That Attorney Bell, 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 denying him with the opportunity to respond." Further, that Atty. Bell and the bell Law Firm were furnished with the affiant's correct email address and mailing address as displayed on all of his pleadings served upon them during the course of the action. Never was a P O Box included.

25

That there is no record of any instructions of the Master in Equity ever informing Attorney Bell what findings of fact or conclusions of law should be incorporated into the Order.

26

That Atty. Bell in addition to not providing me with a copy of his communications with the Master in Equity also made extrinsic false exparte representations to the Master in Equity that induced the Master to assign to him the preparation of the Order. (See Plaintiff's Affidavit in Response to Defendant's Affidavit for Relief of Judgment in the action herein.)

27

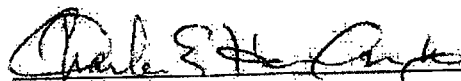
That there were stated findings of fact in the Order for which no testimony was rendered and upon matters not set forth in the complaint particularly relating to Cornelia H. Hall being granted the power to sell the property on behalf of the tenants in common at a price to be agreed upon by her with the liberty to choose the attorney and real estate agent.

28

That the sale of the property was completed without being pre-approved by the Court.

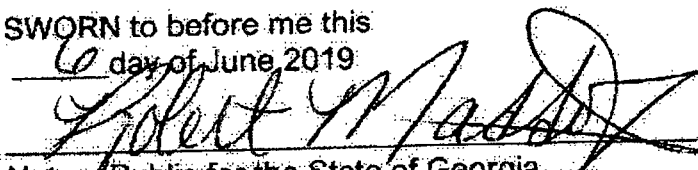
29

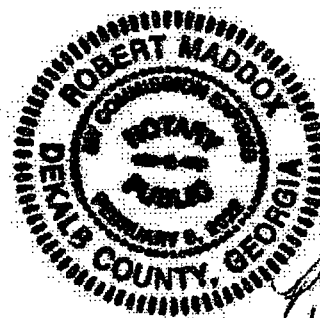
Further, that Affiant has been severely inhibited in obtaining other pertinent facts pertaining to this case because of the lateness in being served with discovery responses from the defendant, Atty Dean B. Bell whose responses are also incomplete.



Charles E. Houston Jr.

SWORN to before me this  
6 day of June 2019

  
Notary Public for the State of Georgia  
My Commission expires 2-8-2022



STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO: 18-CP-07-1559

Charles E. Houston, Jr.,  
Plaintiff,

v.

Dean B. Bell, Individually, Law Offices  
of Dean B. Bell, LLC, and B. Hammel  
Properties, LLC,  
Defendants.

AFFIDAVIT OF DEAN B. BELL  
IN SUPPORT OF MOTION TO STRIKE  
AFFIDAVIT OF DEFAULT

**THE UNDERSIGNED, DEAN B. BELL AFTER FIRST BEING DULY SWORN DEPOSES  
AND STATES AS FOLLOWS:**

1. I am an attorney licensed to practice law in the State of South Carolina, having been admitted in November 1993. Since 1995 I have practiced in Beaufort County, South Carolina. Until 2016, my practice was concentrated in various areas of civil litigation, primarily in the Beaufort County Court of Common Pleas. Since that time, I have focused primarily on various consulting and commercial endeavors. In twenty-five years of practice, I have never been sanctioned by the Court in any matter and have never been found to have violated any ethical rule by the South Carolina Supreme Court Office of Disciplinary Counsel.
2. In early 2011, I was retained by Ms. Cornelia Houston- Hall, Ms. Annette Houston, and Ms. Jeanie Hampton ("Houston Sisters") to represent them in connection with a property dispute with their brother, Charles E. Houston, Jr. The substance of the dispute was family property they inherited from their parents located on Marshland Road, on Hilton Head Island, South Carolina.
3. The relationship between the Houston Sisters and Charles Houston was strained at best at the time I was retained. For several years subsequent to the death of their parents, Charles Houston had occupied the family property as his residence and law office and during that time he refused to pay any taxes, insurance, or rent to the Houston Sisters. The Houston Sisters paid all the carrying cost in order to protect the family property despite being denied access to it. Additionally, they were aware that Charles Houston had tenants living in the property and he refused to pay them any portion of rents received.



4. The Houston Sisters could no longer afford to carry the property financially and inasmuch as Charles would not contribute, they asked him to buy them out or to allow them to sell the property. He refused either option. As a result of those continued refusals as well as Mr. Houston's refusal to contribute to the cost for taxes and insurance and refusal to pay any rent, the Houston Sisters retained me to file a civil action to have the property sold and the proceeds, after payment of costs, distributed among the Houston Sisters and Charles Houston. (*Cornelia H. Hall, Jeanne H. Hampton, and Mary A. Houston v. Charles E. Houston, Civil Action No. 2011-CP-07-5141*, the "Hall Action"). The property was owned as tenants in common by the four siblings with each owning an undivided twenty five percent (25%) interest.

5. The Houston Sisters could not afford to pay all of the attorneys' fees and cost in connection with the matter so I agreed to be paid upon sale of the property but to only charge my normal hourly rates without any interest accruing on those fees during the course of the matter. The Houston Sisters paid the filing fees and standard costs of the action as the costs were incurred.

6. The Hall Action took almost two years to get to a final hearing. During that time, there were numerous filings and court appearances, as evidenced by Exhibit "A" attached hereto.

7. The final hearing in Hall Action was held on May 2, 2013 before Judge Marvin Dukes, as Master in Equity in accordance with a prior Order in the case issued by Judge Earnest Kinard on August 26, 2012. (See Exhibit "B" attached hereto). The Court found in favor of the Houston Sisters.

8. At conclusion of the hearing, Judge Dukes requested the parties to attempt to resolve the matter by allowing Mr. Houston some time to buy the Houston Sisters out prior to his issuing a final order and instructed me to inform the Court if those discussions were unsuccessful. Charles Houston refused to communicate with me or the Houston Sisters after the day of the final hearing. In accordance with Judge Dukes instructions, I informed the Court of the failure of any settlement discussions and was requested by the Court to forward a proposed Order. Those communications were copies to Charles Houston. (See Exhibit "C" attached hereto). A final Order was issued on July 15, 2013. (See Exhibit "D" attached hereto). Charles Houston subsequently filed a Motion for Reconsideration of the Order. (See Exhibit "A" attached hereto). That Motion was denied. As a result, Charles Houston filed a Notice of Appeal with the South Carolina Court of Appeals. His appeal was ultimately denied and a Remittitur issued on March 12, 2014. (See Exhibit "A" attached hereto).

9. In his Order, Judge Dukes ordered the property be sold at private sale to maximize profits with Ms. Cornelia Hall-Houston as the appointed agent to conduct the listing and closing of the property on behalf of the siblings. He also awarded judgment against Charles Houston in favor of the Houston Sisters for contributions to taxes and insurance and unpaid rent which accumulated over a period of several years, plus any additional rent which accrued subsequent to the date of the hearing and Charles Houston vacating the property.

10. After his appeals were exhausted, the property was listed for sale. Charles Houston continued to occupy the property during that time. He also continued to have tenants. After Mr. Houston finally left the property, his tenant remained. As result, the Houston Sisters had to retain me to file a residential eviction.

11. At the day of the eviction hearing, Charles Houston appeared with his tenant and informed me and the Houston Sisters, as well as the Magistrate's Court, that the gentleman was not a tenant but instead a house guest and that he would be leaving voluntarily in a few days.

12. Several weeks later it became necessary for me to issue a notice and demand that the house guest leave and subsequently to enlist the assistance of the Beaufort County Sheriff's Office to require the "house guest" who was then trespassing to vacate the property so that the Houston Sisters could get control of and list the house for sale in accordance with the Court's Order. It then took several months to ultimately get a final contract on the property and after several extensions and concessions, to consummate the closing. The closing finally occurred in July, 2015, almost four (4) years after the action was filed. The proceeds were then distributed in accordance with the terms of the Order in the Hall Action. As a result of the judgment obtained against Charles Houston in the Hall Action and additional cost incurred to obtain possession of the house because Charles Houston could not get his "house guest" to leave, and further cost to pay off judgments against Charles Houston unrelated to the Hall Action, he did not receive any proceeds from the sale, only a reduction in the amount of the Houston Sisters' personal judgment against him.

13. One provision of the Order required the Trustee, Annette Houston to reimburse the sum of \$4,300 to a small family trust established by their father, the Houston-Patterson Educational Trust, which was used a few years prior to pay taxes and insurance with Charles Houston's agreement. (see page 3, para 9 of Exhibit D, hereinafter the "Tax Funds"). Annette Houston was co-Trustee of the Trust, along with Charles Houston and his son, Todd. However, prior to the sale, Charles Houston and his son Todd withdrew all of the remaining funds in the Trust Account without

Annette Houston's knowledge. The actions on the part of Todd and Charles Houston were discovered prior to the closing. (See Exhibit "E" attached hereto). Those actions served to essentially terminate the Trust because after Todd Houston removed the entire corpus of the Trust from the account, nothing remained. Moreover, those actions were sufficient cause to removal of both Todd and Charles Houston as Trustees and to pursue them for damages. The Houston Sisters decided to just let it go and not pursue it further, they wanted no further entanglement with their brother and nephew. As a result, Annette Houston as the sole remaining Trustee directed that the Tax Funds instead of being deposited into an empty trust account be used to partially reimburse the Houston Sisters for documented costs associated with taxes and insurance on the property which accrued subsequent to the date of the final hearing in the Hall Action. Ms. Annette Houston, pursuant to the terms of the Trust and as sole remaining Trustee was authorized to direct the disbursement of those funds. Furthermore, no one had any contact with either Todd or Charles Houston.

14. In October, 2015, shortly after the sale and disbursement, Todd Houston, as the purported "Trustee of the Houston-Patterson Educational Trust" initiated an action in the Probate Court for Beaufort County, South Carolina which alleged Annette Houston as Trustee and her sister, Cornelia Hall had breached their fiduciary duty to the "Trust" by using trust funds to pay taxes and insurance for the property (i.e. the Tax Funds) which was not owned by the Trust. (*Todd Houston v. Mary Annette Houston, et al, Civil Action 2015-CP-07-2452*, the "Houston Action"). In this new Houston Action, Todd and Charles Houston alleged that the Tax Funds were converted to personal use by Annette Houston and Cornelia Houston-Hall. During the course of that matter, discovery produced to Mr. Houston confirmed that to not be true. Nonetheless, Todd and Charles Houston refused to dismiss the action.

15. The Houston Action was removed to Circuit Court and subsequently subject to a myriad of procedural motions and at least one change of attorneys on the part of the Todd and Charles Houston. There were numerous delays associated with Charles Houston being suspended from practice yet again by the South Carolina Supreme Court and the change of attorneys as he was no longer able to represent the "Houston Patterson Educational Trust" but could continue to represent himself as an individual Third-Party Defendant. Once again, the Houston Sisters and my office were tied up in a long, mired mess with Charles Houston and his son Todd. (See Exhibit "F" attached hereto).

16. In August, 2017, my office filed a Motion to Dismiss or in the alternative for Summary Judgment in the Houston Action, which included as grounds the fact that the Tax Funds which were then alleged to have been converted to personal use by the Houston Sisters were a material component of and specifically addressed by the Court in the prior Hall Action. (See Exhibit page 4, items 13 – 17, Exhibit “G” attached hereto).

17. Due to procedural motions including a Motion for Substitution of Counsel, that Motion was never heard.

18. On January 22, 2018 and while the Houston Action was ongoing, Todd Houston filed a complaint with the South Carolina Supreme Court Office of Disciplinary Counsel alleging that I personally embezzled and misappropriated the Tax Funds instead of paying them to the Trust as required by the Order in that action. That complaint was filed after Todd and Charles Houston learned in the Houston Action that Ms. Annette Houston, as sole Trustee, specifically directed that the Tax Funds be used to reimburse the Houston Sisters for some of the cost incurred by them for taxes and insurance subsequent to the date of the hearing. I am informed and believe that Charles Houston knew of and participated directly in preparing that ethical complaint which was knowingly false when filed.

19. That complaint was fully investigated by the Office of Disciplinary Counsel and dismissed.

20. Subsequent to the dismissal, Todd Houston, presumably again with the assistance of his father Charles Houston, who has an extensive history of being involved in investigations by the Office of Disciplinary Counsel, requested a full panel review of the findings of Disciplinary Counsel. The full panel subsequently confirmed the findings finally ending that matter.

21. Meanwhile the Houston Sisters, in order to in order avoiding payment of additional large sums of additional attorney fees continuing to defend the Houston Action and with the almost certainty that any ruling in their favor would be appealed based on the history of the parties, and as a result of Annette Houston passing away, agreed to simply pay the sum of \$4,574.75 to Todd and Charles Houston to end all disputes between them and to be done. The terms of that settlement included a complete mutual release of all the “parties, their heirs, representatives, agents, attorneys, and .....” (See Exhibit “I” attached hereto). Upon signing and payment, the Houston Sisters assumed the matter was finally ended after more than seven (7) years of fighting, as did I.

22. In late August, 2018 my office received the Summons and Complaint in this matter, which is now challenged based on the following: (i) the jurisdictional validity of the final Order in the

Hall Action on alleged grounds that there was no Order referring the case to the Master in Equity (despite the fact that a Motion was filed as referenced in the Court's records and the fact Charles Houston was present and addressed directly by the Court the day it was the Reference was ordered, see Exhibit "J" attached hereto), (ii) on the basis that the Order in the Hall Action was never received by the Plaintiff (despite the fact that Charles Houston timely filed a Motion for Reconsideration and then an Appeal, see Exhibit "A"), and (iii) that I somehow fraudulently obtained the signature of or induced Judge Marvin Dukes to unwittingly execute that Order. Yet that is the same Order which was included and relied upon by Todd and Charles Houston to secure payment of the Tax Funds to the "Trust" in settlement of the Houston Action. It is also the same Order I was reported by Todd Houston to have violated as alleged in the complaint filed against me with the Office of Disciplinary Counsel which was dismissed.

23. On August 23, I authorized my associate Rob Dills to accept service on me personally. I filed an Answer on behalf of the Law Office of Dean B. Bell, LLC and myself on September 1, 2018, well in advance of any default date. Because I am aware that Mr. Houston has no assets that can be used to satisfy any judgment for sanctions and in addition knowing he has already been suspended from the practice of law by the Supreme Court of South Carolina and does not even live in the State, and having further had to displeasure of dealing with Mr. Houston for almost seven years through the various actions described herein, I had no interest in escalating the matter. Therefore, I did not include counterclaims or requests for sanctions. As such there was nothing more I expected to receive from Mr. Houston and I actually had some hope that he would read my response and decide to stop the nonsense.

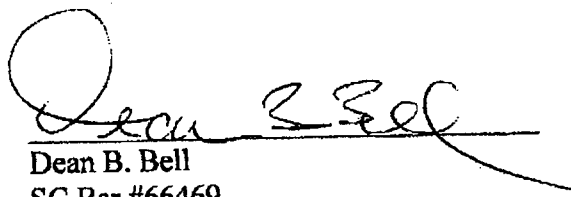
24. Prior to leaving an active role in litigation matters, I was accustomed to the attorneys I was involved with being served electronically by the Court. I assumed Mr. Charles Houston would be served electronically as well. I did not receive any notice from the court indicating otherwise.

25. I was not informed until October 17, 2017 that Mr. Houston was not served with the Answer filed on September 1, 2018 and is now taking the position that I am in default. I have communicated with him concerning this matter. Although I did receive one email from him indicated he was going to contact the court and request a return of his Motion for Entry of Default, I was subsequently informed by counsel for the other defendants in this matter that he did not intend to do so. I have provided the Answer directly to Mr. Houston both by email and served it

upon him by mail. I have had no further response from Mr. Houston. (See Exhibit "K" attached hereto).

26. Mr. Houston cannot argue that he has in any way been prejudiced by not being provided with the Answer when it was filed. It would be patently unjust to allow this mistake or inadvertence on my part to allow Charles Houston any relief or leverage in this matter. The substance of his entire Complaint is blatantly false as indicated by Court's records in the Hall Action and Houston Action. He claims that there was no Motion for Order of Reference or subsequent Order of Reference in the Hall Action. That is not true. The Motion is attached hereto as Exhibit L, along with the Certificate of Service, and the Order is attached as Exhibit B. He attended the hearing in the Hall Action wherein the Court Ordered the matter be referred, he attended the final hearing, he was copied on the communications with the Court concerning the Order, he was served with the Order as indicated by the fact that he then filed a Motion for Reconsideration, and he even attempted to have the Order overturned on appeal. There have now been four separate proceedings initiated by or against Charles Houston which all flow from the same set of facts and circumstances, a partition action concerning family property in which he inherited an undivided 25% interest and a resulting dispute over \$4,300 which was paid in connection with a complete release.

**FURTHER AFFIANT SAYETH NOT**

  
Dean B. Bell  
SC Bar #66469  
48 Pennington Drive, Ste C.  
Bluffton, SC 29910  
(843) 815-5397

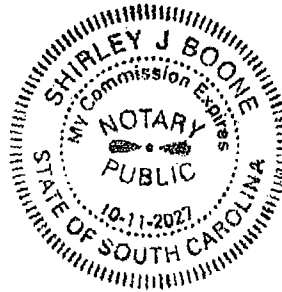
STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, Shirley J Boone, do hereby certify that Dean B. Bell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24 day of October, 2018.

Shirley J Boone  
Notary Public for South Carolina  
My Commission Expires: 10/11/2027





# Beaufort County Fourteenth Judicial Circuit Public Index



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Switch View

| Cornelia H Hall , plaintiff, et al VS Charles E Houston Jr |                   |                   |                              |                    |                     |
|------------------------------------------------------------|-------------------|-------------------|------------------------------|--------------------|---------------------|
| Case Number:                                               | 2011CP0705141     | Court Agency:     | Beaufort County Common Pleas | Filed Date:        | 12/07/2011          |
| Case Type:                                                 | Common Pleas      | Case Sub Type:    | Partition 440                | File Type:         | Non-Jury            |
| Status:                                                    | Disposed          | Assigned Judge:   |                              |                    |                     |
| Disposition:                                               | Ended by Non Jury | Disposition Date: | 07/19/2013                   | Disposition Judge: | Dukes, Marvin H III |
| Original Source Doc:                                       |                   | Original Case #:  |                              |                    |                     |
| Judgment Number:                                           |                   | Court Roster:     |                              |                    |                     |

| Case Parties Judgments Tax Map Information Associated Cases Actions Financials |                                                         |        |               |                  |                  |           |
|--------------------------------------------------------------------------------|---------------------------------------------------------|--------|---------------|------------------|------------------|-----------|
| Name                                                                           | Description                                             | Type   | Motion Roster | Begin Date       | Completion Date  | Documents |
| Hall, Cornelia H                                                               | Satisfaction of Judgment                                | Filing |               | 07/22/2015-13:47 |                  |           |
| Houston, Charles E Jr                                                          | Remittitur From Court Of Appeals                        | Filing |               | 03/12/2014-15:46 |                  |           |
| 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 |               | 06/04/2012-13:27 | 08/10/2012-10:56 |           |
| Hall, Cornelia H                                                               | Motion/Refer to Master                                  | Motion |               | 06/04/2012-13:21 | 08/10/2012-10:53 |           |

EXHIBIT

tabler

195



|                       |                                                          |        |  |                  |                  |
|-----------------------|----------------------------------------------------------|--------|--|------------------|------------------|
| Hall, Cornelia H      | Motion/Compel and for Sanctions                          | Motion |  | 06/04/2012-13:21 | 08/10/2012-10:55 |
| Hall, Cornelia H      | Order re: PL Motion to Compel on 5/15/12                 | Order  |  | 05/30/2012-11:57 | 05/24/2012-11:57 |
| Hall, Cornelia H      | Notice of Hearing 5/15/12 before MIE: Crt Srv on Def on  | Filing |  | 04/30/2012-09:37 | 07/19/2013-09:37 |
| Hall, Cornelia H      | 1st Amended Motion to Compel                             | Filing |  | 04/09/2012-15:16 | 07/19/2013-12:27 |
| Hall, Cornelia H      | Aff Svc 2nd Req Discovery on Def 2/15/12                 | Filing |  | 03/29/2012-13:19 | 07/19/2013-13:19 |
| Hall, Cornelia H      | Aff Svc Req Discovery on Def 1/10/12                     | Filing |  | 03/29/2012-13:18 | 07/19/2013-13:18 |
| Hall, Cornelia H      | Motion/Compel                                            | Motion |  | 03/20/2012-14:14 | 05/15/2012-09:36 |
| Hall, Cornelia H      | Corrected Aff Srv LP/SC etc on Charles Houston 12/11/11  | Filing |  | 03/07/2012-09:34 | 07/19/2013-09:34 |
| Hall, Cornelia H      | Aff Srv LP/SC etc on Charles Houston on 2/11/12          | Filing |  | 02/17/2012-10:04 | 07/19/2013-10:04 |
| Houston, Charles E Jr | Answer; Crt Svc on Counsel on 2/10/12                    | Filing |  | 02/14/2012-16:31 | 07/19/2013-16:31 |
| Houston, Charles E Jr | Notice of Appearance by counsel (Charles Houston) Pro Se | Filing |  | 01/11/2012-16:15 | 07/19/2013-08:41 |
| Hall, Cornelia H      | Aff Svc SC/LP on Charles E Houston Jr on 12/11/11        | Filing |  | 12/13/2011-14:58 | 07/19/2013-14:58 |
| Hall, Cornelia H      | Summons & Complaint                                      | Filing |  | 12/07/2011-16:22 | 07/19/2013-16:22 |
| Hall, Cornelia H      | R510.0008.000.008M & R510.008.000.008C                   | Filing |  | 12/07/2011-16:20 | 07/19/2013-16:20 |
| Hall, Cornelia H      | ADR/Alternative Dispute Resolution (Workflow)            | Filing |  |                  | 07/19/2013-16:22 |
| Hall, Cornelia H      | CHARLES E HOUSTON JR-APPNOA                              | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLES E HOUSTON JR-ORDER                               | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLES HOUSTON JR-NOTHRG                                | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLESEHOUSTON-ORDER                                    | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLES HOUSTON-ANSWER                                   | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLESEHOUSTON-MRECON                                   | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLES HOUSTON-AFFEE                                    | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLES E HOUSTON JR-REMCTA                              | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLES HOUSTON-SAFSVC                                   | Filing |  |                  |                  |
| Hall, Cornelia H      | CHARLES HOUSTON-ANSWER                                   | Filing |  |                  |                  |
| Hall, Cornelia H      |                                                          | Filing |  |                  |                  |

|                  |                             |        |  |  |  |  |
|------------------|-----------------------------|--------|--|--|--|--|
|                  | CHARLES HOUSTON-SAFSVC      |        |  |  |  |  |
| Hall, Cornelia H | HOUSTON-MCOMPL              | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-AMENDA              | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTON-SAFSVC      | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES E HOUSTON JR-PRODES | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES E HOUSTON JR-SUMCMP | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTON-NOTHRG      | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-NOTAPP              | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTON-ORDER       | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTON-AMSUMC      | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTON-SAFSVC      | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTON-SAFSVC      | Filing |  |  |  |  |
| Hall, Cornelia H | CHARLES HOUSTON-ORDER       | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-MSUMJM              | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-MCOMPL              | Filing |  |  |  |  |
| Hall, Cornelia H | HOUSTON-REFMIE              | Filing |  |  |  |  |

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STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
Cornelia H. Hall, Jeanne H. Hampton, and  
Mary A. Houston,  
  
Plaintiffs,  
vs.  
  
Charles E. Houston, Jr.,  
  
Defendant.

2012 SEP -4 PM 4:48  
IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO. 2011-CP-07-5141  
ORDER

**THIS MATTER** comes before this Court following a hearing on the Plaintiffs' Motion to Compel, Motion for Summary Judgment, and Motion for Referral to the Master in Equity on August 10, 2012 at 9:30 a.m.;

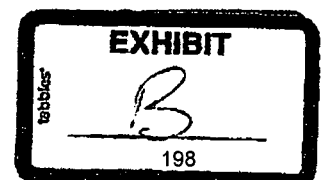
**AT THE HEARING** Plaintiffs' counsel showed that Defendant failed to provide any documents pursuant to Plaintiff's First Set of Requests for Production of Documents. Defendant represented that no documents exist except that he has applied for the homestead property tax reduction and that he would immediately provide these documents to Plaintiffs' counsel upon receipt from the County;

Plaintiffs' counsel further argued that this matter should be referred to the Master in Equity, and the Court agreed. Plaintiffs' Motion for Summary Judgment was not heard by the Court;

Defendant made an oral Motion to Dismiss the Complaint based on failure to state facts upon which relief may be granted. The Court, *sua sponte*, granted Plaintiffs leave to amend their Complaint.

**NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

- A. Defendant shall immediately provide Plaintiffs' counsel with any and all documents related to the homestead property tax reduction upon their receipt;
- B. Plaintiffs shall amend their Complaint within thirty (30) days of the entry of this Order;
- and



C. This matter is referred to the Honorable Marvin H. Dukes, III, as Master-in-Equity for the above-entitled county, and that the Master-in-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules in accordance with Rule 53, SCRPC.

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
Hon. J. Ernest Kinard, Jr.  
Fourteenth Judicial Circuit

 SC  
This 7<sup>th</sup> day of April, 2012

**Dean Bell**

---

**From:** Dean Bell  
**Sent:** Monday, June 24, 2013 8:35 AM  
**To:** Dukes, Marvin  
**Cc:** McLeod, Heather; [charles@houstonlaw.net](mailto:charles@houstonlaw.net); Cornelia Houston Hall  
**Subject:** RE: Hall, et al. v. Houston/2011-CP-07-5141

Will do. I'll try to get it to you this week.

Thanks,

Dean

**From:** Dukes, Marvin [<mailto:mdukes@hccgov.net>]  
**Sent:** Monday, June 24, 2013 8:32 AM  
**To:** Dean Bell  
**Cc:** McLeod, Heather; [charles@houstonlaw.net](mailto:charles@houstonlaw.net); Cornelia Houston Hall  
**Subject:** RE: Hall, et al. v. Houston/2011-CP-07-5141

Thanks,

Please draft an Order in Word format and send it to heather, with copies to all.

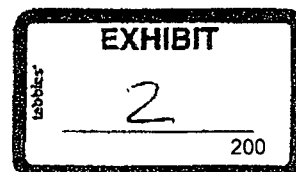
Marvin H. Dukes, III  
Master-in-Equity for Beaufort County  
Beaufort County Courthouse  
102 Ribaut Road, Room 212  
Post Office Drawer 1228  
Beaufort, SC 29901  
Office: 843.255.5710  
Fax: 843.255.9505

Neither this office, nor its staff gives legal, financial or other advice. Any information obtained from this office or it's staff, regardless of form, should not be taken as legal or financial advice. Persons seeking to purchase properties from foreclosures or other sales should obtain independent advice as to value, sufficiency of title, tax consequences, other liens, and all other matters related to said purchase. Persons involved in litigation should obtain counsel and may not rely on any information obtained from this office as legal advice. Do not rely on this office for legal advice- always obtain independent legal advice.

**From:** Dean Bell [<mailto:dbell@deanbell-law.com>]  
**Sent:** Monday, June 24, 2013 8:22 AM  
**To:** Dukes, Marvin  
**Cc:** McLeod, Heather; [charles@houstonlaw.net](mailto:charles@houstonlaw.net); Cornelia Houston Hall  
**Subject:** Hall, et al. v. Houston/2011-CP-07-5141

Judge Dukes:

The final hearing in the above referenced matter was on May 22. I subsequently provided an Affidavit of Attorney fee, which was filed and copied to Mr. Houston. I have had no communications any sort from Mr. Houston subsequent to



the hearing, and as such, it does not appear that any possibility of a settlement exists. I would appreciate your issuing an Order at your convenience. If you would prefer, I can provide a proposed Order.

Thank you.

Dean B. Bell  
The Law Office of Dean B. Bell, LLC  
1 Corpus Christi Place  
Bldg 105 Executive Center  
Hilton Head Island, SC 29926  
(843) 785-9772; (843) 785-9773 (fax)

*ddh@deanbellllc.com*  
[www.deanbellllc.com](http://www.deanbellllc.com)

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To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. **Thank you.**

ELECTRONICALLY FILED - 2018 Oct 24 5:22 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0701559  
ELECTRONICALLY FILED - 2018 Sep 01 10:20 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0701559

**Dean Bell**

**From:** Dean Bell  
**Sent:** Tuesday, July 09, 2013 9:27 AM  
**To:** McLeod, Heather  
**Cc:** charles@houstonlaw.net  
**Subject:** Hall, et al v. Houston/CASE NO. 2011-CP-07-5141  
**Attachments:** Final Order.docx

**Heather:**

Attached please find a proposed Order in connection with the final hearing that was held on May 22. I apologize for the delay in providing this. By copy of this email, I am forwarding it to Mr. Houston. If you need anything further, let me know.

*Thank you,*

*Dean B. Bell  
The Law Office of Dean B. Bell, LLC  
1 Corpus Christi Place  
Bldg 105 Executive Center  
Hilton Head Island, SC 29928  
(843) 785-9772; (843) 785-9773 (fax)*

*[dbell@dbellbell-law.com](mailto:dbell@dbellbell-law.com)  
[www.deanbell-law.com](http://www.deanbell-law.com)*

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To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter(s). To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. Thank you.



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiffs,

vs.

Charles E. Houston, Jr.,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-07-5141

FINAL ORDER

2013 JUL 19 PM 2:18  
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.

EXHIBIT

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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 B. Houston, Sr. Revocable Trust w/s/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

| Routing | Sequence # | Paid Date | Amount     | Account        | Serial | Capture Source |
|---------|------------|-----------|------------|----------------|--------|----------------|
| 5320776 | 4500531209 | 12122012  | \$21548.90 | 02000055599690 | 9698   | 00010305       |

**Withdrawal**

(Check One) ☐ Checking ☒ Savings ☐ Money Market Access ☐ Command

Account Number: \* 2000055599690 Date: 12/11/12

Please print Name: Todd E Houston

Please print Street Address, City, State, Zip Code: 1840 Richmond Ave. Ste 14 Houston TX 77098

I authorize this withdrawal and acknowledge receipt of the amount indicated below. Please sign in teller's presence. Two forms of ID may be required.

\$ 21548.90

Twenty-one thousand, five hundred forty-eight and 90/100 Dollars

Customer ID: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Token Validated (✓) \_\_\_\_\_ Approved: \_\_\_\_\_

9698 500000694

1342884537





## Beaufort County Fourteenth Judicial Circuit Public Index



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

Switch View

### Todd E Houston , plaintiff, et al VS Mary Annette Houston , defendant, et al

|                      |                          |                   |                              |                    |                                           |
|----------------------|--------------------------|-------------------|------------------------------|--------------------|-------------------------------------------|
| Case Number:         | 2015CP0702452            | Court Agency:     | Beaufort County Common Pleas | Filed Date:        | 10/13/2015                                |
| Case Type:           | Common Pleas             | Case Sub Type:    | Contract/Other 199           | File Type:         | Jury                                      |
| Status:              | Dismissed                | Assigned Judge:   |                              |                    |                                           |
| Disposition:         | Dismissed per Rule 41(a) | Disposition Date: | 02/26/2018                   | Disposition Judge: | Clerk Of Court C P, G S, And Family Court |
| Original Source Doc: |                          | Original Case #:  |                              |                    |                                           |
| Judgment Number:     |                          | Court Roster:     |                              |                    |                                           |

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

| Name                  | Description                                                  | Type   | Motion Roster | Begin Date       | Completion Date  | Documents |
|-----------------------|--------------------------------------------------------------|--------|---------------|------------------|------------------|-----------|
| Houston, Mary Annette | NEF(02-26-2018 04:07:26 PM) Stipulation Of Dismissal         | Filing |               | 02/26/2018-16:33 |                  |           |
| Houston, Mary Annette | Stipulation Of Dismissal                                     | Filing |               | 02/26/2018-16:07 | 02/26/2018-16:07 |           |
| Houston, Mary Annette | NEF(02-07-2018 09:00:12 AM) Offer Of Judgment                | Filing |               | 02/07/2018-11:20 | 02/26/2018-11:20 |           |
| Houston, Mary Annette | Offer Of Judgment                                            | Filing |               | 02/07/2018-09:00 | 02/26/2018-09:00 |           |
| Houston, Mary Annette | Offer Of Judgment                                            | Filing |               | 02/07/2018-09:00 | 02/26/2018-09:00 |           |
| Dills, Robert Charles | 2/26/2018_J1CP_Roster/Notice of Case Roster Publication Sent | Action |               | 01/26/2018-11:01 | 02/26/2018-11:01 |           |
| Huger, Kelvin Maurice | 2/26/2018_J1CP_Roster/Notice of Case Roster Publication Sent | Action |               | 01/26/2018-11:01 | 02/26/2018-11:01 |           |
| Houston, Todd E       | NEF(01-17-2018 08:21:27 AM) Order/Substitution of Partie...  | Filing |               | 01/17/2018-08:21 | 02/26/2018-08:21 |           |
| Houston, Todd E       | Consent Order                                                | Order  |               | 01/17/2018-08:21 | 02/26/2018-08:21 |           |
| Houston, Todd E       | NEF(01-16-2018 03:46:45 PM) Proposed Order/Substitution ...  | Filing |               | 01/16/2018-16:11 | 02/26/2018-16:11 |           |
| Houston, Todd E       | Order Cover Sheet \$25.00(Order Sub Parties Waived)          | Filing |               | 01/16/2018-15:46 | 02/26/2018-15:46 |           |
|                       | 1/16/2018_MOTION_Roster/Notice of Motions Roster Publication | Action |               | 12/29/2017-15:25 | 02/26/2018-15:25 |           |

EXHIBIT

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|                            |                                                              |        |  |                  |                  |
|----------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|
| Dills, Robert Charles      |                                                              |        |  |                  |                  |
| Huger, Kelvin Maurice      | 1/16/2018_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 12/29/2017-15:25 | 02/26/2018-15:25 |
| Houston Co Trustee, Todd E | NEF(11-02-2017 11:02:41 AM) Motion/Substitute Parties        | Filing |  | 11/02/2017-11:26 | 02/26/2018-11:26 |
| Houston Co Trustee, Todd E | Motion for Substitution of Party Defendant                   | Motion |  | 11/02/2017-11:02 | 01/16/2018-11:02 |
| Houston, Todd E            | ADR/Alternative Dispute Resolution (Workflow)                | Action |  | 10/31/2017-14:53 | 02/26/2018-14:53 |
| Houston, Todd E            | ADR/Notice of ADR                                            | Action |  | 10/31/2017-08:41 | 02/26/2018-08:41 |
| Dills, Robert Charles      | 9/19/2017_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 09/18/2017-10:36 | 02/26/2018-10:36 |
| Huger, Kelvin Maurice      | 9/19/2017_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 09/18/2017-10:36 | 02/26/2018-10:36 |
| Houston, Todd E            | Reply to Motion to Dismiss or Alternatively Motion for SJ    | Filing |  | 09/14/2017-17:13 | 02/26/2018-17:13 |
| Dills, Robert Charles      | 9/19/2017_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 09/13/2017-09:39 | 02/26/2018-09:39 |
| Huger, Kelvin Maurice      | 9/19/2017_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 09/13/2017-09:39 | 02/26/2018-09:39 |
| Houston, Mary Annette      | Notice of Hearing 9/19/17 and Service                        | Filing |  | 08/24/2017-10:38 | 02/26/2018-10:38 |
| Houston Hall, Cornelia     | Motion to Dismiss or Alternatively for Summary Judgment      | Motion |  | 08/24/2017-09:13 | 09/19/2017-09:13 |
| Houston, Todd E            | Returned ADR Sanctions Roster 3/16/17                        | Filing |  | 03/27/2017-13:02 | 02/26/2018-13:02 |
| Houston, Mary Annette      | Consent Scheduling Order                                     | Order  |  | 03/09/2017-15:51 | 02/26/2018-15:51 |
| Houston Hall, Cornelia     | Order/Order Cover Sheet \$25.00                              | Filing |  | 03/07/2017-12:21 | 02/26/2018-12:21 |
| Huger, Kelvin Maurice      | 3/16/2017_ADRSANC_Roster/Notice of Motions Roster Publicatio | Action |  | 03/01/2017-08:49 | 02/26/2018-08:49 |
| Dills, Robert Charles      | 3/16/2017_ADRSANC_Roster/Notice of Motions Roster Publicatio | Action |  | 03/01/2017-08:49 | 02/26/2018-08:49 |
| Dills, Robert Charles      | 3/16/2017_ADRSANC_Roster/Notice of Motions Roster Publicatio | Action |  | 02/06/2017-10:11 | 02/26/2018-10:11 |
| Huger, Kelvin Maurice      | 3/16/2017_ADRSANC_Roster/Notice of Motions Roster Publicatio | Action |  | 02/06/2017-10:11 | 02/26/2018-10:11 |
| Houston, Mary Annette      | Notice of Hearing b/f MIE 1-10-17 at 10:00 (Motion/Dismiss)  | Filing |  | 12/27/2016-07:59 | 02/26/2018-07:59 |
| Houston, Todd E            | 12/9/16 ADR Sanctions Roster Notification                    | Filing |  | 11/15/2016-14:40 | 02/26/2018-14:40 |
|                            |                                                              | Action |  |                  |                  |



|                         |                                                              |        |  |                  |                  |                                                                                     |
|-------------------------|--------------------------------------------------------------|--------|--|------------------|------------------|-------------------------------------------------------------------------------------|
| Huger, Kelvin Maurice   | 12/9/2016_ADRSANC_Roster/Notice of Motions Roster Publicatio |        |  | 11/15/2016-14:07 | 02/26/2018-14:07 |                                                                                     |
| Houston, Todd E         | 12/9/2016_ADRSANC_Roster/Notice of Motions Roster Publicatio | Action |  | 11/15/2016-14:07 | 02/26/2018-14:07 |                                                                                     |
| Dills, Robert Charles   | 12/9/2016_ADRSANC_Roster/Notice of Motions Roster Publicatio | Action |  | 11/15/2016-14:07 | 02/26/2018-14:07 |                                                                                     |
| Houston, Todd E         | Motion for Continuance, and Motion In Opp to Motion to Dismi | Motion |  | 10/21/2016-16:43 | 11/16/2016-16:43 |  |
| Houston, Todd E         | Notice of Appearance                                         | Filing |  | 10/21/2016-16:40 | 02/26/2018-16:40 |  |
| Houston, Todd E         | Notice of Hearing MIE 11-16-16: Crt Svc parties 9-23-16      | Filing |  | 09/26/2016-12:34 | 02/26/2018-12:34 |  |
| Houston, Mary Annette   | Motion/Dismiss Complaint & for Default Judgment as to CC &   | Motion |  | 09/16/2016-14:23 | 01/10/2017-14:23 |  |
| Houston, Charles E. Jr. | Order/Form 4/Motion to withdraw as counsel - Granted         | Order  |  | 08/09/2016-15:33 | 08/09/2016-15:33 |  |
| Houston, Todd E         | Notice of ADR                                                | Filing |  | 05/11/2016-14:26 | 02/26/2018-14:26 |  |
| Dills, Robert Charles   | 5/24/2016_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 04/26/2016-11:53 | 02/26/2018-11:53 |                                                                                     |
| Houston, Charles E. Jr. | 5/24/2016_MOTION_Roster/Notice of Motions Roster Publication | Action |  | 04/26/2016-11:53 | 02/26/2018-11:53 |                                                                                     |
| Houston, Todd E         | Ex Parte Motion to Withdraw                                  | Motion |  | 04/19/2016-16:36 | 05/24/2016-16:36 |  |
| Houston, Todd E         | Letter From Attorney Houston to Todd Houston, Trustee        | Filing |  | 04/19/2016-13:23 | 02/26/2018-13:23 |  |
| Wells Fargo Bank Na     | Stipulation Of Dismissal as to Wells Fargo Bank (ONLY)       | Filing |  | 03/07/2016-13:41 | 02/26/2018-13:41 |  |
| Houston, Todd E         | Reply & Answer to Counterclaim; Certificate of Service       | Filing |  | 11/30/2015-10:36 | 02/26/2018-10:36 |  |
| Houston, Mary Annette   | Aff Svc Answer Countarclaims etc on Todd E Houston 9-22-15   | Filing |  | 11/24/2015-08:37 | 02/26/2018-08:37 |  |
| Houston, Todd E         | Filing Fees Waived-Removed From Probate Court                | Filing |  | 10/13/2015-15:04 | 02/26/2018-15:04 |                                                                                     |
| Houston, Todd E         | Certificate of Return To Circuit Court For Case On Removal   | Filing |  | 10/13/2015-14:48 | 02/26/2018-14:48 |  |

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STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2015-CP-07-02452

Todd E. Houston, as Trustee of the  
Houston-Patterson Educational Trust,  
Plaintiff,

v.

Mary Annette Houston, individually  
and as Co-Trustee of the Houston-  
Patterson Educational Trust; Cornelia  
Houston-Hall; and Wells Fargo Bank;  
Defendant.

Notice of Motion and Motion to Dismiss  
Plaintiff's Complaint Under Rule 41(b), or,  
alternatively, Motion for Summary  
Judgment

Mary Annette Houston, as Managing  
Trustee of the Houston-Patterson  
Educational Trust,  
Third Party Plaintiff,

v.

Todd E. Houston, as Co-Trustee of the  
Houston-Patterson Educational  
Trust, and Charles E. Houston, Jr., as  
Co-Trustee of the Houston-Patterson  
Educational Trust,  
Third-Party Defendants.

**YOU WILL PLEASE TAKE NOTICE** that the Defendants and Third Party Plaintiff --  
Mary Annette Houston, individually and as Co-Trustee of the Houston-Patterson Educational  
Trust, and Cornelia Houston-Hall -- by and through their undersigned counsel, will move, on the  
tenth (10<sup>th</sup>) day after service or as soon thereafter as counsel may be heard, before the Presiding  
Judge of the Fourteenth Judicial Circuit, Beaufort County Courthouse, 102 Ribaut Road,



Beaufort, South Carolina, 29902, for an Order pursuant to Rule 41(b), SCRCF dismissing the Plaintiff's Complaint for non-suit or, alternatively, for summary judgment pursuant to Rule 56. SCRCF, on the grounds that there is no genuine issue of material fact.

As grounds for these motions, the Defendants would show that:

- 1) Plaintiff, through his initial attorney, Charles E. Houston, Jr. ("Charles Houston"), filed his Summons and Complaint on July 1, 2015.
- 2) Charles Houston initially appeared in this action as attorney for the Plaintiff.
- 3) Both the Plaintiff and Charles Houston are trustees of the Houston-Patterson Educational Trust ("Educational Trust"), which is the subject of this present action.
- 4) Charles Houston was previously the defendant in Case No. 2011-CP-07-5141 ("2011 Suit") before this Court, with said suit brought against him by Cornelia H. Hall, Jeanne H. Hampton, and Mary A. Houston ("2011 Plaintiffs"). Cornelia Hall and Annette Houston are parties to the present action as well.
- 5) The 2011 Suit was resolved by the Final Order entered on July 15, 2013 by the Hon. Marvin H. Dukes, III as Master in Equity for Beaufort County and filed on July 19, 2013 ("Final Order").<sup>1</sup>
- 6) In the Final Order, the Court found that the 2011 property taxes for the subject property therein were paid by a \$4,300 advance from the Educational Trust by the 2011 Plaintiffs. See Final Order p. 3, ¶ 8.
- 7) The Final Order resulted in a judgment of \$30,507.37 in favor the 2011 Plaintiffs against Charles Houston. This included the \$4,300 reimbursement, as well as several items charged against Charles Houston, including unpaid rent and costs. In addition to the base judgment,

<sup>1</sup> A true and complete copy of the Final Order is attached hereto as Exhibit "A" and incorporated by reference herein.

Charles Houston was additionally charged with paying post-judgment rental of \$800 per month until earlier of Charles vacating the property or it being sold.

8) The Final Order instructed that the subject property be sold and that the judgment was to be collected solely from the proceeds of the sale. The proceeds from the subject property were to be split between the four owners of the property: Charles Houston, Cornelia Hall, Annette Houston, and Jeanne Hampton.

9) The subject property was eventually sold on June 30, 2015, resulting in additional rent of \$18,400 and a total judgment of \$48,907.37 against Charles Houston. Together with post-judgment interest at the statutory rate of 7.25% between July 19, 2013 and June 30, 2015, the total judgment as of the date of sale was \$61,662.48. The property was sold for \$385,000.

10) Prior to disbursement of the sale proceeds, several deductions were made. These included closing costs, maintenance and upkeep reimbursements, and deductions for other judgments against Charles Houston. After these deductions were made and paid out, Charles Houston's share of the proceeds was \$23,540.11. Pursuant to the Final Order, the total judgment against Charles Houston of \$61,662.48 was deducted from Charles Houston's share of the proceeds, resulting in a zero-payout to Charles Houston and leaving an unpaid balance of over \$35,000.

11) The Final Order and the aforementioned payouts addressed and resolved the \$4,300 tax advances removed from the Educational Trust.

12) On July 20, 2015, a Satisfaction of Judgment was entered for the full and complete satisfaction of the Final Order.<sup>2</sup>

---

<sup>2</sup> A true and complete copy of the Satisfaction of Judgment is attached hereto as Exhibit "B" and incorporated by reference herein.

- 13) The Final Order fully resolved and acts as a final determination on the issue of the \$4,300 tax advance withdrawn from the Educational Trust, and the Satisfaction of Judgment acts as a confirmation that the Final Order has been resolved and fully satisfied.
- 14) As co-trustee of the Educational Trust, the Plaintiff was aware of, or should have been aware of, the Final Order which resolved the \$4,300 advance.
- 15) Because both the Plaintiff and Charles Houston are co-trustees of the Educational Trust, they are in privity with one another in regards to any matter involving the Educational Trust.
- 16) Despite the Final Order addressing and resolving the \$4,300 advance, the Plaintiff, with Charles Houston as his attorney, filed the Complaint in this action seeking recovery of the \$4,300 plus additional alleged damages.
- 17) Further, Charles Houston was directly aware of the Final Order, yet signed and filed the Complaint as the attorney for the Plaintiff, in direct violation of Rule 11, SCRCP. Although Charles Houston was not originally a party to this action, he did serve as the Plaintiff's attorney and is currently acting as the third-party defendant herein.
- 18) As a result of the Final Order, causes of action 1-4 is barred by *res judicata*.
- 19) Upon information and belief, the Plaintiff used the \$4,300 advance as the basis for his impermissible removal of \$20,000+ from the Educational Trust's bank account.

In light of the foregoing, the Complaint should therefore be dismissed with prejudice pursuant to Rule 41(b), SCRCP, on the grounds of *res judicata* and non-suit. Alternatively, there is no genuine issue of material fact and therefore the Defendants are entitled to summary judgment pursuant to Rule 56, SCRCP.

This motion is further supported by the statutory and common laws of the State of South Carolina, the South Carolina Rules of Civil Procedure, and the pleadings on file in this matter.

By signing below, the undersigned counsel certifies pursuant to Rule 11 SCRPC that consultation with opposing parties prior to filing this Motion in an effort to resolve would have served no useful purpose. Nonetheless, several attempts have been made to settle and resolve this matter but have thus far been unsuccessful.

**Respectfully Submitted,**

**THE LAW OFFICE OF DEAN B. BELL, LLC**

s/Robert C. Dills, Esquire

SC Bar No.: 101717

Post Office Box 7401 (29938)

1 Corpus Christi Place, Bldg. 105

Hilton Head Island, SC 29928

Tel. (843) 785-9772 / Fax (843) 785-9773

rdills@deanbell-law.com

*Attorney for Mary Annette Houston and Cornelia  
Houston-Hall*

August 24, 2017  
Hilton Head Island, SC

THE HOUSTON-PATTERSON EDUCATIONAL TRUST  
1114 Crossfield Drive  
Katy, Texas 77450  
832-470-7023

Founders:  
Rev. Charles E. Houston Sr.-Pastor  
Lillie G. Patterson- Author  
Mary P. Houston- Teacher

"An investment in knowledge pays the best interest" ... Benjamin Franklin

January 5, 2018

Ms. Barbara Hinson  
Administrative Assistant  
The Supreme Court of South Carolina  
Commission on Lawyer Conduct  
1220 Senate Street Suite 305  
Columbia, SC 29201

**RE: Grievance Complaint  
Dean Bell, Esq. &  
The Law Offices of Dean Bell  
Hilton Head Island, SC**

The Trustees of the Houston-Patterson Educational Fund present this grievance to the SC Commission on Lawyer Conduct for its inquiry to determine if unethical conduct was committed by the referenced attorney and his firm.

#### FACTS

By Order of the Court of Common Pleas for Beaufort County dated July 19 2013 in Case # 2011-CP-07-05141 (Exhibit 1) the Plaintiffs, represented by Atty. Dean Bell, were ordered to pay the sum of Four Thousand Three Hundred (\$4300.00) Dollars to The Houston Patterson Educational Fund from the proceeds derived from the sale of real property owned by them. Atty. Bell was the scrivener of this Order and the plaintiffs at the title closing when the subject property was sold on or about June 28, 2014.

The proceeds from the sale were wired from the buyer's attorney (Exhibit 2) to the Bell Law firm's client trust account. Atty bell made the disbursements of the funds to the Plaintiffs and

RECEIVED

JAN 22 2018

COMMISSION ON  
LAWYER CONDUCT

RECEIVED

JAN 22 2018

OFFICE OF  
DISCIPLINARY COUNSEL

ELECTRONICALLY FILED - 2018 Oct 24 5:22 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0701559

EXHIBIT

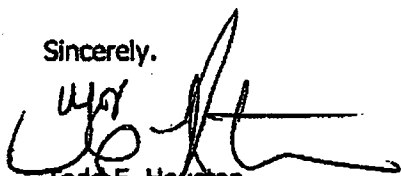
218

to his firm (Exhibit 3) but failed to make the required Court ordered payment to the Houston Patterson Educational Fund as Paragraph 9 of the Order explicitly dictated.

The Trustees of the Trust are informed and believe that the acts of this attorney and his firm constitutes embezzlement, the misappropriation of client funds, purposely and knowingly disobeying the Court's Order by fraud and deceit and other multiple violations of lawyer conduct.

A copy of the Court Order, the transmittal of funds to the Bell Law Firm and the disbursements of the proceeds from the sale are enclosed for your ready reference and documentational purposes. The Trust will provide any further information to the Commission that they may desire to aid its investigation and or further action relating to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd E. Houston', with a long horizontal flourish extending to the right.

Todd E. Houston  
Managing Trustee  
The Houston Patterson Educational Fund



**STATE OF SOUTH CAROLINA**  
**COUNTY OF BEAUFORT**

**IN THE COURT OF COMMON PLEAS**  
**CIVIL ACTION NO.: 2015-CP-07-02452**

**Todd E. Houston, as Trustee of the**  
**Houston-Patterson Educational Trust,**  
  
**Plaintiff,**

**v.**

**Estate of Mary Annette Houston,**  
**individually and as Co-Trustee of the**  
**Houston-Patterson Educational Trust;**  
**Cornelia Houston-Hall; and Wells**  
**Fargo Bank;**

**Defendants.**

**SETTLEMENT AGREEMENT**  
**AND GLOBAL MUTUAL RELEASE**

**Estate of Mary Annette Houston, as**  
**Managing Trustee of the Houston-**  
**Patterson Educational Trust,**

**Third Party Plaintiff,**

**v.**

**Todd E. Houston, as Co-Trustee of the**  
**Houston-Patterson Educational**  
**Trustee, and Charles E. Houston, Jr., as**  
**Co-Trustee of the Houston-Patterson**  
**Educational Trust,**

**Third-Party Defendants.**

**THIS SETTLEMENT AND MUTUAL RELEASE ("Agreement") is entered into as of February 12, 2018, by and between Todd E. Houston, individually and as Trustee of the Houston-Patterson Educational Trust and Charles E. Houston, Jr. as Trustee of the Houston-Patterson Educational Trust (collectively, the "Houston Parties") and Cornelia Houston Hall and the Estate of Mary Annette Houston (collectively, "Defendants"), for the settlement and release of various claims, disputes and causes of action between the parties.**

**WHEREAS, Plaintiff initiated this action by the filing of a Summons and Complaint, asserting various causes of action as more particularly described in the Complaint; and**



**WHEREAS**, parties subsequently filed counter-claims and third-party claims against the Houston Parties as more particularly described in the pleadings on file with the Court; and

**WHEREAS**, as a result of the uncertainties of trial, after discussions with their respective counsel, the Parties each agree that it is in their best interests that a resolution of all issues be reached between them; and

**WHEREAS**, the Parties have reached a compromise agreement without admission of liability for the release and settlement of all claims, disputes, and causes of action between them, and by this Agreement do contract and intend to resolve all disputes and provide mutual and general releases of all causes, claims, and rights by and between them.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. The "whereas" clauses above are incorporated herein by reference as if set forth verbatim and are deemed to be contractual and not mere recitals.

2. Defendants will pay to the Houston Parties the total sum of FOUR THOUSAND FIVE HUNDRED SEVENTY-FOUR and 75/100 DOLLARS (\$4,574.75) in connection with the signing of this Agreement.

3. The Parties do hereby absolutely, fully, and forever release and discharge each other and each of their associates, owners, members, predecessors, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives, lawyers, and all persons acting by, through, under, or in concert with them, of and from any and all actions, causes of action, arbitrations or requests for proceedings, debts, guarantees, warranties, express or implied, balances, liabilities, demands, obligations, costs, expenses, damages, and liens of every kind whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which each now has against the other, by reason of any matter, cause or thing whatsoever, including but expressly not limited to the following matters:

(a) All claims asserted and that may have been asserted in that certain litigation captioned **CASE NUMBER 2015-CP-07-02452**;

(b) Any matter, claim or cause of action associated in any course of conduct, business transactions, dealings, loans, or any other transactions or dealings of any kind between the Parties up to the date of the execution of this global release.

4. The above captioned action and all claims asserted therein or which might have been asserted therein against the named parties and anyone else who might have been named thereunder are ended and forever dismissed with prejudice, and a Consent Order of Dismissal With Prejudice shall be immediately filed with the Beaufort County Clerk of Court.

5. By entering into this Agreement, no party hereto admits any wrongdoing or liability of any sort to the other and each expressly acknowledges that this Agreement is in compromise and is intended solely to end all disputes and claims between the parties.

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Plaintiffs,

vs.

Charles E. Houston, Jr.,

Defendant.

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2011-CP-07-5141

ORDER

THIS MATTER comes before this Court following a hearing on the Plaintiffs' Motion to Compel, Motion for Summary Judgment, and Motion for Referral to the Master in Equity on August 10, 2012 at 9:30 a.m.;

AT THE HEARING Plaintiffs' counsel showed that Defendant failed to provide any documents pursuant to Plaintiff's First Set of Requests for Production of Documents. Defendant represented that no documents exist except that he has applied for the homestead property tax reduction and that he would immediately provide these documents to Plaintiffs' counsel upon receipt from the County;

Plaintiffs' counsel further argued that this matter should be referred to the Master in Equity, and the Court agreed. Plaintiffs' Motion for Summary Judgment was not heard by the Court;

Defendant made an oral Motion to Dismiss the Complaint based on failure to state facts upon which relief may be granted. The Court, *sua sponte*, granted Plaintiffs leave to amend their Complaint.

**NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

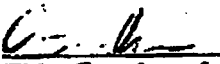
- A. Defendant shall immediately provide Plaintiffs' counsel with any and all documents related to the homestead property tax reduction upon their receipt;
- B. Plaintiffs shall amend their Complaint within thirty (30) days of the entry of this Order;  
and



C. This matter is referred to the Honorable Marvin H. Dukes, III, as Master-in-Equity for the above-entitled county, and that the Master-in-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules in accordance with Rule 53, SCRCP.

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
Hon. J. Ernest Kinard, Jr.  
Fourteenth Judicial Circuit

, SC  
This 26 day of April, 2012

**Dean Bell**

**From:** Charles Houston <emailcharleshouston@aol.com>  
**Sent:** Wednesday, October 17, 2018 3:28 PM  
**To:** Dean Bell  
**Cc:** tom@thomastaylorlaw.com; Cliff.Moore@arlaw.com  
**Subject:** Re: Houston v. Bell, et al; 18-CP-07-1559

I have not been served with a copy. I will call the clerk to return my motion. Did you mail me a copy of your answer?

Charles Houston  
 emailcharleshouston@aol.com  
 mail.mobile.aol.com

On Wednesday, October 17, 2018, Dean Bell <dbell@deanbell-law.com> wrote:

Mr. Houston,

I am informed that you indicated you were putting me in default in the above referenced matter. You need to check the Court records. An answer was filed On Sept 1, clocked copy attached.

Thank you.

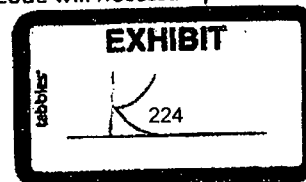
Dean B. Bell

The Law Office of Dean B. Bell, LLC

**Confidentiality Note:**

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (843-785-9772) or reply to this e-mail and delete all copies of this message.

To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part. Thank you.



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

COUNTY OF BEAUFORT

2012 JUN -4 PM 5:27

CASE NO.: 2011-CP-07-514

Cornelia H. Hall, Jeanne H. Mangum, and Mary A. Houston,  
Plaintiff,

MOTION AND ORDER INFORMATION

vs.

FORM AND COVERSHEET

Charles E. Houston, Jr.,

Defendant.

**Plaintiff's Attorney:**

Zach S. Naert, Bar No. 78163

**Address:**

87 Grays Hwy/PO Box 1779, Ridgeland, SC 29936

Phone: (843) 717-2772 Fax (843) 717-2770

E-mail: znaert@deanbell-law.com Other:

**Defendant's Attorney:**

Charles E. Houston, Jr., Bar No. \_\_\_\_\_

**Address:**

31 Marshland Road, Hilton Head Island, SC 29936

Phone: (843) 684-0211 Fax (843) 681-9119

E-mail: charles@houstonlawfirm.net Other:

☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)

☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

**SECTION I: Hearing Information**

Nature of Motion: Motion for Order of Reference

Estimated Time Needed: 15

Court Reporter Needed: ☐ YES ☒ NO

**SECTION II: Motion/Order Type**

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order

Signature of Attorney for ☒ Plaintiff ☐ Defendant

May 31, 2012

Date submitted

**SECTION III: Motion Fee**

☒ **PAID - AMOUNT: \$**

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Prior Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,  
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: \_\_\_\_\_

☐ Other: \_\_\_\_\_

**JUDGE'S SECTION**

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE CODE \_\_\_\_\_

Date: \_\_\_\_\_

**CLERK'S VERIFICATION**

Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_

☐ **MOTION FEE COLLECTED: \$** \_\_\_\_\_

☐ **CONTESTED - AMOUNT DUE: \$** \_\_\_\_\_

Exh. 1.1.4 225

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )  
 )  
Cornelia H. Hall, Jeanne H. Hampton, )  
and Mary A. Houston, )  
 )  
Plaintiffs, )  
v. )  
 )  
Charles E. Houston, Jr. )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

NOTICE OF MOTION AND MOTION FOR  
ORDER OF REFERENCE

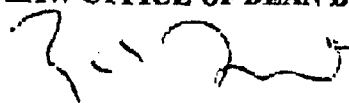
2018 OCT -4 PM 1:27  
CLERK OF COURT  
BEAUFORT COUNTY, S.C.

**TO: CHARLES E. HOUSTON, JR., ESQUIRE, DEFENDANT:**

**YOU WILL PLEASE TAKE NOTICE** that Plaintiffs above-named, by and through their undersigned counsel, on or about the tenth (10th) day after service, before the Presiding Judge of the Court of Common Pleas for Beaufort County, South Carolina, 102 Ribaut Road, Beaufort, South Carolina 29902, or at such other time and place as is convenient to the Court and Counsel, will move or an Order of the Court to refer this matter to the Honorable Marvin H. Dukes, III, as Master-in-Equity for the above-entitled county, and that the Master-in-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the court of Appeals as provided by the South Carolina Appellate Court Rules in accordance with Rule 53, SCRCP.

[signature block on following page]

**THE LAW OFFICE OF DEAN B. BELL, LLC**



---

Dean B. Bell  
Zach S. Naert  
87 Grays Hwy  
PO Box 1779  
Ridgeland, SC 29936  
Tel: (843) 717-2772  
Fax: (843) 717-2770  
Attorneys for Plaintiff

May 31, 2012  
Ridgeland, SC



STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )  
Comelia H. Hall, Jeanne H. Hampton, )  
and Mary A. Houston, )  
Plaintiffs, )  
v )  
Charles E. Houston, Jr )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

**CERTIFICATE OF MAILING**

2012 JUN 1 - 4 PM 1:25

I, Shirley J. Ellis, Paralegal to The Law Office of Dean B. Bell, LLC, hereby certify that a copy of the *Motion and Order Coversheet, Notice of Motion and Motion to Compel and for Sanctions, Motion and Order Coversheet, Notice of Motion and Motion for Summary Judgment, AND Motion and Order Coversheet, Notice of Motion and Motion for Order of Reference* was served as follows: by depositing same in the United States Mail, postage pre-paid and properly addressed, as follows:

Charles E. Houston, Jr., Esquire  
Houston Law Firm  
P.O. Box 5130  
Hilton Head Island, SC 29938

THE LAW OFFICE OF DEAN B. BELL, LLC

Shirley J. Ellis  
Shirley J. Ellis, Paralegal  
87 Grays Hwy./P.O. Box 1779  
Ridgeland, SC 29936  
843-717-2772 / Fax: 843-717-2770

June 1, 2012  
Ridgeland, SC

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Charles E. Houston, Jr.

Plaintiff

Vs

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

Defendants

Notice of Motion and Motion  
To Add DMS Funding I, LLC.  
As a Necessary Party Defendant  
To File Amended Pleadings:  
Lis Pendens  
Summons  
Complaint

2019 FEB 12 PM 12:49  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

TO: W Cliff Moore, III, Esq. of Adams & Reese LLP and Thomas C. Taylor Esq. of the Law Offices of Thomas C. Taylor, LLC.; Attorneys for B. Hammel Properties, LLC., and  
Dean B. Bell, Esq. Attorney for Dean B. Bell and the Law Offices of Dean B. Bell, LLC.

**PLEASE TAKE NOTICE** that Plaintiff by and through her undersigned counsel will move before the Presiding Judge of the Circuit Court for the Fourteenth Judicial Circuit, Beaufort, South Carolina, Beaufort County Judicial Center, 101 Ribaut Road, Beaufort, South Carolina, ten (10) days after service of this Notice of Motion and/or at such other time as may be convenient to the Court and counsels.

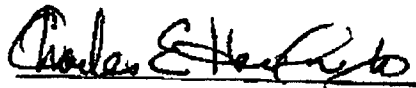
**YOU WILL PLEASE TAKE NOTICE** that Plaintiff moves the Court, pursuant to SCRPC Rule 19 to permit it to join and add DMS Funding I, LLC. as a necessary party defendant to this action and to appropriately file and serve amended pleadings in this case. A copy of the proposed amended pleadings is appended to this Motion.

The supporting ground for this motion is that DMS Funding I, LLC. is a grantee of the property interest formerly held by the defendant, B. Hammel Properties, LLC. by Deed dated May 22, 2018 and recorded in Book 3672 at Page 263-265 in the Office of the Register of deeds for Beaufort County, SC and is a necessary party to be joined in this action to quiet title to the real property that is the subject of this action.

The undersigned now affirms, pursuant to S.C. R. Civ. P. 11(a), that prior to filing this motion he conferred with opposing counsels to obtain their consent to the motion and that further consultation with opposing counsel would serve no useful purpose.

You are hereby notified to be present in the Beaufort County Circuit Court at the aforesaid date and time.

Respectfully submitted



Charles E. Houston Jr.

Plaintiff, *Pro Se*

100 Shady Brooke Walk

Fayetteville, Georgia 30214

Phone: 843-684-0211

e-mail: [charlesehouston@icloud.com](mailto:charlesehouston@icloud.com)

January 30, 2019  
Fayetteville, Georgia

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE # 2018-0-07-0 1559

Charles E. Houston, Jr.

Plaintiff

Vs

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

Defendants

AMENDED  
CERTIFICATE OF SERVICE

BEAUFORT COUNTY, S.C.  
CLERK OF COURT

2019 FEB 12 PM 12:49

The undersigned, Charles E. Houston, Jr., hereby avers that he is the plaintiff, *Pro Se* in the action herein and that a true and accurate copies of the **Motion To Add DMS Funding I, LLC. Necessary Party Defendant And To File Amended Pleadings** that was not included in the initial submittal dated January 30, 2019 in the above entitled action has now been served on the attorneys of record for this defendant, by placing same in the United States Mail with sufficient first class postage affixed thereto and addressed as follows:

W. Cliff Moore, III  
Adams and Reese, LLP  
PO Box 2285  
Columbia, SC 29202

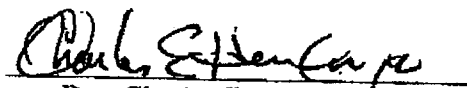
And

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

And

Dean B. Bell, Esq.  
Law Offices of Dean B. Bell, LLC  
48C Pennington Drive  
Bluffton, SC 29910

This 7<sup>th</sup> day of February 2019.

  
By: Charles E. Houston Jr.

Exh. b. 1

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE # 2018-CP-07-1559

Charles E. Houston, Jr.

Plaintiff

Vs

AMENDED  
LIS PENDENS

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

Defendants

NOTICE IS HEREBY GIVEN that an action for **THE QUIETING OF TITLE**, 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:

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 or 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 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 and the subsequent conveyance by deed from B. Hammel Properties, LLC to DMS Funding I, LLC dated May 22, 2018 and recorded in the Office of the Register of deeds for Beaufort County, SC in Book 3672 at Page 263-265 on June 4, 2018.

Property TMS.Nos: RSI0-008-000-008C-0000

---

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

January 30, 2019

Fayetteville, Georgia

Exhibit

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Charles E. Houston, Jr.  
Plaintiff

Vs

AMENDED SUMMONS

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

Defendants

TO: DMS FUNDING I, LLC.:

**YOU ARE HEREBY SUMMONED AND REQUIRED** to answer the Complaint in the above entitled action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint upon the subscriber at his office located at 100 Shady Brooke Walk, Fayetteville, Georgia 30214 within thirty (30) days after the service hereof, exclusive of the date of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

\_\_\_\_\_  
Charles E. Houston, Jr.  
Plaintiff, *Pro Se*  
100 Shady Brooke Walk  
Fayetteville, Georgia 30214  
Phone: 843-684-0211  
E-mail: charlesehouston@icloud.com

\_\_\_\_\_, 2019  
Fayetteville, Georgia

Exhibit

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Charles E. Houston, Jr.

Plaintiff

Vs

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

Defendants

AMENDED COMPLAINT

Collateral Attack on  
Case # 2011-0-07-05141  
Action to Quiet Title

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 % 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.

3A

That DMS Funding I, LLC is a Limited Liability Corporation chartered under the laws of the State of Florida and was the grantee of a deed executed by B. Hammel Properties, LLC on May 22, 2018 purporting to convey the fee simple interest of B. Hammel Properties, LLC to the property that is the subject of this action herein.

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. 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

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 and the subsequent conveyance by deed from B. Hammel Properties, LLC to DMS Funding I, LLC dated May 22, 2018 and recorded in the Office of the Register of deeds for Beaufort County, SC in Book 3672 at Page 263-265 on June 4, 2018.

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

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 Exhibit1 to the complaint.

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

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 5 15-61-60.

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.

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.

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

*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. 514-11-60.*

(a) *References. In an action where the party's 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.*

*(b) 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 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 5 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. *Ida* 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 Master 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 plaintiffs 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 6 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.

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.

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 Incr 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.

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)

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

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 plaintiffs 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.

The plaintiffs due process rights were abridged by the Plaintiffs 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.

The Plaintiffs 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 Master 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.

Plaintiff is informed and believes that SCRCF 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.

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.

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 ex-parte 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. Corlev 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 Commission, 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 siblings 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 industries 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)

Thirdly, rather than amending its complaint, as directed and ordered by the Court, the Plaintiff disobeyed the Court and filed the same complaint over again only stating that it was an Amended Complaint. (see Exhibit 4&5).

Fourthly, The Master -in Equity's Order granting one tenant in common the exclusive power to sell the property at a price only satisfactory to her, chose the real estate company and unilaterally agree to its commission and the fees of the closing attorney were never alleged or requested in Plaintiff's Amended Complaint resulting in the Master In Equity improperly granting relief not sought in the Amended Complaint. However, in deference to the Master in Equity, he relied upon the integrity of Plaintiff's counsel to submit a proposed Order accurately reflecting the record. Plaintiff's counsel inserted this provision in the Order. Plaintiff's counsel, during the time the Master in Equity was considering the matters, had initiated ex parte communications with the Master in Equity. Appellant contends that this Order was procured by extrinsic fraud by Plaintiff's counsel when he sent an e-mail to the Master in Equity requesting to submit an order to him. ( (See Exhibit#6)The email falsely represented to the Master in Equity that a copy of it had been sent to the Appellant. It was intentionally sent to an incorrect e-mail address. It is reasonable to assume that the Master in Equity would have thought that the proposed order was without objection from Appellant since no communication was received from him to the contrary.

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 S 62-3-1309 "sell the same at private sale upon such terms and conditions as the court may impose" and SC Code S 62-3-1311 account showing the distribution of the funds received. Equity follows the law."

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

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

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.

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 *ab initio* and is rescinded.

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

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 ejectment, 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 5241 (conspiracy against civil rights; Title 18 USC 5242, deprivation of Rights under color of law. (See 42 USC 5242); Conspiracies to Interfere With Civil Rights (See 42 USC 51985); Conspiracy Against Rights of Citizens (See 18 USC 5241); Deprivation of Rights Under Color of Law, (See 18 USC 5242); The Jurisdictional Statue for Civil Rights Cases (See 28 USC 51443); Plaintiffs further bring this action for compensatory damages, punitive damages and attorney's fees pursuant to 12 USC§1983 and 42 USC 51988 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.

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 Plaintiffs 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-0705141 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 abinitio; 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-075141 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 12 USC§1983 and 42 USC 51988 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  
Phone: 843-684-0211  
E-mail: [charlesehouston@icloud.com](mailto:charlesehouston@icloud.com)

January 31, 2019  
Fayetteville, Georgia

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Charles E. Houston, Jr.

Plaintiff

Vs

Dean B. Bell, individually;

Law Offices of Dean B. Bell, LLC.

B. Hammel Properties, LLC

Defendants

**NOTICE OF MOTION**

**AND MOTION TO COMPEL**

PLAINTIFF'S FIRST SET OF  
INTERROGATORIES AND  
REQUEST FOR PRODUCTION

TO: DEAN B. BELL, ESQUIRE: ATTORNEY FOR DEAN B. BELL AND THE BELL LAW  
FIRM, LLC; DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by will move before the Honorable Presiding Judge of the Circuit Court, upon ten (10) days after service hereof at the Beaufort County Judicial Center, 102 Ribault Road, Beaufort, SC, or at such other time and place as may be convenient to the Court and Counsel, for an Order Compelling the Response to Discovery in the above entitled action pursuant to Rule 37 of the South Carolina Rules of Civil Procedure compelling discovery from Dean B. Bell and The Dean B. Bell Law Firm, LLC (Defendants) in the following particulars:.

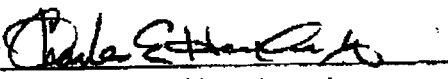
1. Requiring Defendants to answer Plaintiff's First Set of Interrogatories to them (attached as Exhibit 1) propounded by Plaintiff and served upon



Defendant's counsel on February 21, 2019; answers to which have not been provided in any form.

2. Requiring Defendants to produce the documents requested in Plaintiff's First Request for Production (attached as Exhibit 2) propounded by Plaintiff and served on Defendant's counsel on February 21, 2019; responses to which have not been provided in any form.
3. That no motions or orders for extending the time to respond to said discovery have been served on the Plaintiff as of the date herein.
4. Plaintiff has in good faith conferred with Defendants counsel by letter dated April 18, 2019 ( attached as Exhibit 3) in an effort to secure the disclosure of the subject discovery without the intervention of the Court.
5. The discovery responses sought by the Plaintiff relate to matters that are not privileged and that are highly relevant to the subject matter involved in the action herein.

WHEREFORE , Plaintiff requests that this Court order Defendants through their counsel, upon risk of imposition of sanctions for noncompliance, to complete the response to the discovery issued heretofore by Plaintiff and award costs and reasonable attorneys' fees incurred in the filing and prosecution of this motion.

By   
Charles E. Houston, Jr.  
Plaintiff, Pro Se

May 6, 2019  
Fayetteville, Georgia

Charles E. Houston Jr.  
100 Shady Brooke Walk  
Fayetteville, Georgia 30214

February 21, 2019

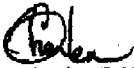
Dean B. Bell, Esq.  
Law Offices of Dean B. Bell, LLC  
48C Pennington Drive  
Bluffton, SC 29910

Re: 2018-CP-07-1559  
Filing of Motion  
Charles E. Houston v Dean B. Bell et al

Dear Dean:

I am submitting and serving upon you as counsel for Dean B. Bell and the Law Offices of Dean B. Bell, LLC The Plaintiff's Standard Interrogatories and Plaintiff's 1<sup>st</sup> Set of Request for Production in the above reference action.

With kind regards,



Charles E. Houston Jr.

Cc: W. Cliff Moore, III, Esq.

Thomas C. Taylor, Esq.

Encls: as stated

---

Exhibit #1

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Charles E. Houston, Jr.  
Plaintiff

Vs

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

Defendants

**Plaintiff's Standard Interrogatories  
to the Defendant**

TO: DEAN B. BELL, ESQ., ATTORNEY FOR DEAN BELL, INDIVIDUALLY AND THE  
LAW OFFICES OF DEAN BELL, LLC.

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, you are hereby required to answer under oath in writing the following Interrogatories within thirty (30) days of service hereof upon you. These Interrogatories shall be deemed to be continuing so as to require you seasonably to supplement your answers thereto in accordance with Rule 26(e), South Carolina Rules of Civil Procedure. If you are unable to answer any of the Interrogatories, or a part or parts thereof, please specify the reason for your inability and state what other knowledge or information you have concerning the unanswered portion.

As used in these Interrogatories, "identify" means, when asked to identify a person, to provide the full name, title, and current address and telephone number of the person, and, if his full name is unknown, a complete physical description giving such person's race, sex, approximate age, height and weight. When asked to identify a document, "identify" means to provide a full and detailed description of the document and the name and address of the person

---

2

who has custody of the document. In lieu of providing a full and detailed description of a document, you may attach to your responses a copy of the document and identify the person who has custody of it. When the word "document" is used herein, it means any written, printed, typed, graphic, photographic or electronic matter of any kind or nature and includes, but is not limited to, statements, contracts, agreements, reports, opinions, graphs, books, records, letters, correspondence, notes, notebooks, minutes, diaries, memoranda, transcripts, photographs, pictures, photomicrographs, prints, negatives, videos, sketches, drawings, publications and tape recordings. As used in these Interrogatories, "address" means home address, mailing address and business address.

Whenever in these Interrogatories a masculine pronoun or possessive adjective appears, it refers to both males and females in accordance with traditional English usage.

1. Give the name and address of each person whom you know to be a witness concerning the facts in this case and state whether or not a written or recorded statement has been taken from each such witness and provide the name and address of each person who has possession of each such statement.
2. Set forth a list of photographs, plats, sketches, or other prepared documents in your possession that relate to the claim of this case.
3. Set forth names and addresses of all insurance companies which have liability and underinsured insurance coverage relating to the claim, and set forth the number or numbers of the policies involved and the amount or amounts of liability coverage provided in each policy.
4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.
5. For each person known to the party or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform Plaintiff of the important facts

known to or observed by such witness, or provide a copy of any written or recorded statement taken from such witness.

These interrogatories shall be deemed continuing so as to require supplemental answers if you or your attorney obtain further information between the time answers are served and the time of trial.

Respectfully submitted,



Charles E. Houston, Jr.  
100 Shady Brook Walk  
Fayetteville, Georgia 30214  
843-684-0211  
[emailcharleshouston@aol.com](mailto:emailcharleshouston@aol.com)  
Plaintiff, Pro Se

February 21, 2019  
Fayetteville, Georgia

**Certificate of Service**

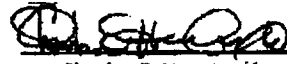
The undersigned, Charles E. Houston, Jr., hereby avers that he is the plaintiff in the action herein and that a true and accurate copy of the **Plaintiff's Standard Interrogatories** in the above entitled action has been served on the attorneys of record, by placing same in the United States Mail with sufficient first class postage affixed thereto and addressed as follows:

Dean B. Bell, Esq.  
Law Offices of Dean B. Bell, LLC  
48C Pennington Drive  
Bluffton, SC 29910  
and

W. Cliff Moore, III  
Adams and Reese, LLP  
PO Box 2285  
Columbia, SC 29202

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

This 21<sup>st</sup> Day of February 2019.

  
By: Charles E. Houston Jr.

---

Exh. 6.7 #2 Page 5

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Charles E. Houston, Jr.  
Plaintiff

Vs

**PLAINTIFF'S 1<sup>ST</sup> SET OF  
REQUEST FOR PRODUCTION  
TO THE DEFENDANT**

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

Defendants

TO: DEAN B. BELL, ESQ., ATTORNEY FOR DEAN BELL, INDIVIDUALLY AND THE  
LAW OFFICES OF DEAN BELL, LLC.

YOU WILL PLEASE TAKE NOTICE, that the Plaintiff, by the undersigned  
attorney requests, pursuant to South Carolina Rule of Civil Procedure 34, that  
the Defendant above named respond to this request within thirty days of  
service, and to produce and permit the inspection, copying, and/or  
photographing of the following at 100 Shady Brooke Walk, Fayetteville,  
Georgia 30214.

**REQUEST NO. 1:** Any and all photographs, drawings, sketches, plats,  
or other prepared material of or relating to this action that you or your law  
firm may intend to introduce as an exhibit or enter into evidence at trial.

**REQUEST NO. 2:** Any and all communications sent to the plaintiff  
pertaining to Civil Action 2011-CP-07-05141.

*Exh. 1 #1 P16*

**REQUEST NO. 3:** Any and all notices or communications sent to the plaintiff pertaining to the sale of the 31 Marshland Road property that was the subject of the action in Civil Action#2011-CP-07-05141.

**REQUEST NO. 4:** Copies of any and all statements, either written or recorded, letters, emails, or other prepared materials submitted by you or your law firm in Civil Action #2011-CP-07-05141 to Hon. Marvin H. Dukes, Master in Equity and to Hon. Ernest Kinard, Presiding Judge.

**REQUEST NO. 5:** The name and address of the court reporter retained by you or your law firm who transcribed the hearing in Case # 2011-CP-07-05141 held before the Hon. Marvin H. Dukes, Master in Equity.

Respectfully submitted:



---

Charles E. Houston, Jr.  
Plaintiff, *Pro Se*  
100 Shady Brooke Walk  
Fayetteville, Georgia 30214  
Phone: 843-684-0211  
E-mail: [charlesehouston@icloud.com](mailto:charlesehouston@icloud.com)

February 21, 2019  
Fayetteville, Georgia

#### CERTIFICATE OF SERVICE

The undersigned, Charles E. Houston, Jr., hereby avers that he is the plaintiff, *Pro Se* in the action herein and that a true and accurate copies of the **Plaintiff's 1<sup>st</sup>** Set of Request for



Production directed to the Defendant dean B. Bell and the Law Offices of Dean B. Bell in the above entitled action has now been served on the attorneys of record for all counsels of record, by placing same in the United States Mail with sufficient first class postage affixed thereto and addressed as follows:

W. Cliff Moore, III  
Adams and Reese, LLP  
PO Box 2285  
Columbia, SC 29202

*And*

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

*And*

Dean B. Bell, Esq.  
Law Offices of Dean B. Bell, LLC  
48C Pennington Drive  
Bluffton, SC 29910

This 21 day of February 2019.

  
\_\_\_\_\_  
By: Charles E. Houston Jr.

Exhibit #2 P99

Charles E. Houston Jr.  
100 Shady Brooke Walk  
Fayetteville, Georgia 31402

Dean B. Bell, Esquire  
Law Offices of Dean B. Bell, LLC  
48 Pennington Dr Suite C  
Bluffton, SC 29910

Charles E. Houston Jr.  
100 Shady Brooke Walk  
Fayetteville, Ga. 30214

April 18, 2019

Dean B. Bell, Esq.  
Law Offices of Dean B. Bell, LLC  
48C Pennington Drive  
Bluffton, SC 29910

**Re: 2018-CP-07-1559**  
**Non production of Discovery Request:**  
**Charles E. Houston v Dean B. Bell et.al**

Dear Atty. Bell:

On February 21, 2019 I served both you and your office with the Plaintiffs Standard Interrogatories and Request for Production. As of the date of this letter these discovery materials have not been furnished to me. Please provide me with your responses within ten (10) day being April 28, 2019 or I will have no other alternative but to file a motion compelling the production of them.

Your cooperation towards this endeavor is respectfully requested and greatly urged as all of the defendants in this action, included yourself, have filed Motions for Summary Judgment. Your delay in providing these discovery materials may cause a delay in the scheduling of these motions if these requested discovery materials are not promptly served upon me.

Sincerely,



Charles E. Houston Jr.

Cc Hon. Carmen T. Mullens, Judge  
W. Cliff Moore, Esq.  
Thomas C. Taylor, Esq.

*Exh. 1 #3*

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Charles E. Houston, Jr.

☒ Plaintiff

v.

Dean B. Bell, The Law Offices Of Dean B. Bell, Llc,  
Et. Al.

☒ Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.

2018-CP-07-1559

2019 MAY -9 PM 12:11

MOTION AND ORDER INFORMATION  
FORM AND COVER SHEET

**Plaintiff's Attorney:**

Charles E Houston, Bar No. Pro Se

Address:

100 Shady Brook Walk, Fayetteville Georgia 30214

phone: 8436840211 fax:

e-mail: emailcharleshouston@aol.com other:

**Defendant's Attorney:**

W.Cliff Moore, Bar No. 4067

Address:

PO Box 2285 Columbia, SC 29202

phone: 803-254-4190 fax:

e-mail: cliff.more@arlaw.com other:

Thomas C. Taylor Bar No. 5499

PO Box 5550, Hilton Head Island, SC 29938

phone: 843-785-5050

e-mail: tom@thomastaylorlaw.com

Dean B. Bell

48C Pennington Drive, Bluffton, SC 29910

Phone: 843-815-2397

e-mail: dbell@deanbell-law.com

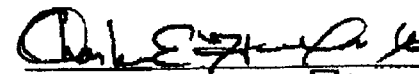
- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)  
☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)  
☐ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

**SECTION I: Hearing Information**

Nature of Motion: Motion to Compell Discovery

Estimated Time Needed: 15 minutes Court Reporter Needed: ☒ YES / ☒ NO**SECTION II: Motion/Order Type**☒ Written motion attached☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

  
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

May 5, 2019

Date submitted

**SECTION III: Motion Fee**☒ PAID - AMOUNT: \$25.00☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support☐ Domestic Abuse or Abuse and Neglect☐ Indigent Status ☐ State Agency v. Indigent Party☐ Sexually Violent Predator Act ☐ Post-Conviction Relief☐ Motion for Stay in Bankruptcy☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)☐ Proposed order submitted at request of the court; or,  
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☐ Other:**JUDGE'S SECTION**☐ Motion Fee to be paid upon filing of the attached order.☐ Other:

JUDGE

CODE:

Date:

**CLERK'S VERIFICATION**

Date Filed:

Collected by: \_\_\_\_\_

☐ MOTION FEE COLLECTED: \_\_\_\_\_☐ CONTESTED - AMOUNT DUE: \_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

2019 MAY -9 PM 12:11

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

Charles E. Houston, Jr.

Plaintiff

Vs

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

CERTIFICATE OF SERVICE

Defendants

The undersigned, Charles E. Houston, Jr., hereby avers that he is the plaintiff in the action herein and that a true and accurate copies of the Plaintiff's **Motion to Compel** in the above entitled action has been served on the attorneys of record for this defendant, and all counsel of record, by placing same in the United States Mail with sufficient first class postage affixed thereto and addressed as follows:

W. Cliff Moore, III  
Adams and Reese, LLP  
PO Box 2285  
Columbia, SC 29202

And

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

And

Dean B. Bell, Esquire  
Law Offices of Dean B. Bell, LLC  
48 Pennington Dr Suite C  
Bluffton, SC 29910

This 6<sup>th</sup> Day of May 2018.



By: Charles E. Houston Jr.

Charles E. Houston, Jr.

100 Shady Brooke Walk  
Fayetteville, Georgia 30214

2019 MAY -9 PM 12:11

CLERK OF COURT  
BEAUFORT COUNTY, S.C.

May 5, 2019

Hon. Jerri Ann Roseneau, Clerk  
Office of the Clerk of Courts for Beaufort County  
Post Office Drawer 1128  
Beaufort, South Carolina 29901

**Re: 2018 -CP-07-1559  
Houston V. Bell et.al.  
Motion to Compel**

Dear Ms. Roseneau:

The following documents with copies are enclosed and being submitted for filing with your office in reference to the above captioned case:

- 1 Motion Cover Sheet
- 2 Check for \$25.00
- 3 Motion To Compel
- 4 Certificate of Service

Please clock stamp the copies and return them to me by self- address stamp envelope provided along with a copy of the filed Order.

Thank you for your attention to this matter.

With kind regards , I remain  
Respectfully



Charles E. Houston Jr.

Encls: as stated

CHARLES E. HOUSTON vs DEAN B. BELL  
2018-CP-07-01559 - CHARLES HOUSTON

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

CHARLES E. HOUSTON, JR.,  
Plaintiff,

vs.

CASE NUMBER  
2018-CP-07-01559

DEAN B. BELL, INDIVIDUALLY;  
LAW OFFICES OF DEAN B. BELL, LLC;  
and B. HAMMEL PROPERTIES, LLC,  
Defendants.

-----/

The deposition of CHARLES E. HOUSTON,  
JR., a witness in the above-entitled cause,  
taken pursuant to Notice and agreement, before  
Cathy M. Knoettner, Certified Court Reporter and  
Notary Public, at the Offices of Coastal Court  
Reporting, Inc., One Corpus Christi, Executive  
Center, Suite 107, Hilton Head Island, South  
Carolina, on the 12th day of December, 2018,  
commencing at or about the hour of 1:24 p.m.



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800-791-1100

www.coastalcourt.com



1 APPEARANCES OF COUNSEL:

2

FOR THE PLAINTIFF:

3

PRO SE

4

5 FOR THE DEFENDANT B. HAMMEL PROPERTIES, LLC:

6

W. CLIFF MOORE, III, ESQUIRE

Adams and Reese, LLP

7

1501 Main Street

5th Floor

8

Columbia, South Carolina 29201

803-212-4956

9

cliff.moore@arlaw.com

10

THOMAS C. TAYLOR, ESQUIRE

Law Offices of Thomas C. Taylor, LLC

11

22 Bow Circle

Suite A

12

Hilton Head, South Carolina 29928

843-785-5050

13

14

- - -

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I N D E X

17

PAGE

18

19

EXHIBIT INDEX ----- 3

20

DIRECT EXAMINATION:

21

By Mr. Moore ----- 4

DIRECT EXAMINATION:

22

By Mr. Taylor ----- 77

REDIRECT EXAMINATION:

23

By Mr. Moore ----- 88

24

CERTIFICATE ----- 92

25



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|   |                                         |                                                              |      |
|---|-----------------------------------------|--------------------------------------------------------------|------|
| 1 | D O C U M E N T A R Y   E V I D E N C E |                                                              |      |
| 2 | NUMBER                                  | DESCRIPTION                                                  | PAGE |
| 3 |                                         |                                                              |      |
| 4 | DX-1                                    | Summons and Complaint, dated<br>7-24-18                      |      |
| 5 | DX-2                                    | Order dated 5-24-12                                          | 23   |
| 6 | DX-3                                    | Motion and Order Information,<br>Form and Coversheet, dated  |      |
| 7 |                                         | 8-30-12                                                      | 24   |
| 8 | DX-4                                    | Notice of Motion and Motion<br>for Order of Reference, dated |      |
| 9 |                                         | 5-31-12                                                      | 32   |

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REPORTER'S NOTE: DEFENDANTS' EXHIBIT NUMBER 1  
WAS PREMARKED BY THE COURT REPORTER.



MOORE - HOUSTON (DIRECT EXAMINATION)

1 CHARLES EDWARD HOUSTON, JR.,

2 having been produced and first duly sworn as a  
3 witness, testified as follows:

4 DIRECT EXAMINATION

5 BY MR. MOORE:

6 Q Mr. Houston, we met earlier. I'll go  
7 ahead and introduce myself again. I'm Cliff  
8 Moore. I'm an attorney with Adams and Reese out  
9 of Columbia. I represent B. Hammel Properties,  
10 L.L.C., one of the defendants in the lawsuit  
11 that we're here taking this deposition on today.  
12 There's some instructions, as you probably are  
13 aware of, that I have to give you about the  
14 deposition, so just bear with me as I give you  
15 those.

16 First, I'm asking you for information  
17 and questions of your knowledge, and I want you  
18 to tell me what you know about the questions  
19 that I ask. If you don't know the response,  
20 just tell me that and that can be your response.  
21 I may ask you to speculate, to guess, but in  
22 those situations if there's a speculation or a  
23 guess, the question and your response will  
24 reflect that.

25 If you don't understand a question that



MOORE - HOUSTON (DIRECT EXAMINATION)

1 I pose, just tell me that and I'll be happy to  
2 rephrase it. I need to have all your responses  
3 audible so that she can take down the words that  
4 you say versus the gestures that you might make.

5 And, finally, if you have a question  
6 about any of the questions that I ask you,  
7 direct them to me. There's several people in  
8 the room, but I'm the one that you need to ask  
9 those questions to. Do you understand all of  
10 those?

11 A Very well.

12 Q All right. Can you tell me your full,  
13 please.

14 A Charles Edward Houston, Jr.

15 Q All right. And your address?

16 A 100 Shady, S-H-A-D-Y, Brooke,  
17 B-R-O-O-K-E, Walk, W-A-L-K, Fayetteville,  
18 Georgia.

19 Q The name of that city again?

20 A Fayetteville, just like Fayetteville,  
21 North Carolina, 30214.

22 Q And how long have you lived there?

23 A For about the past a little over the  
24 last two years.

25 Q Okay. And that's your residence?



MOORE - HOUSTON (DIRECT EXAMINATION)

1 A Yes, it is.

2 Q Do you own that or do you lease it?

3 A My son actually owns it.

4 Q Where did you live before you lived at  
5 100 Shady Brooke Walk?

6 A I was in Charleston, South Carolina.

7 Q And what was your address there?

8 A I forget it. I had an office there; it  
9 was on Savannah Highway. I can supplement. I  
10 can get the correct one.

11 Q That's where your office was?

12 A Right.

13 Q All right. And where did you live in  
14 Charleston?

15 A It was on Pony something. I'd have  
16 to --

17 Q Was it West Ashley?

18 A Yes, it was West Ashley.

19 Q And how long did you live there?

20 A For about year.

21 Q All right. And before that, were you  
22 back here in Beaufort County?

23 A No, I was in Houston, Texas.

24 Q Okay. How long were you in Houston?

25 A For a little over a year.



MOORE - HOUSTON (DIRECT EXAMINATION)

- 1 Q And and before Houston?
- 2 A 31 Marshland Road.
- 3 Q That's here in Beaufort County?
- 4 A In Hilton Head, right, Beaufort County.
- 5 Q Okay. And what's your current
- 6 occupation?
- 7 A Semiretired.
- 8 Q Do you do anything that's income
- 9 producing?
- 10 A Not really right now, no.
- 11 Q Okay. What was the last job that you
- 12 held?
- 13 A The law office practice.
- 14 Q And when was that? When did you last
- 15 practice law?
- 16 A Up until March of 2016.
- 17 Q Okay. And without going into the
- 18 details, are you currently under suspension from
- 19 the practice of law?
- 20 A Yes, I am.
- 21 Q Have you made any type of application
- 22 for readmission?
- 23 A I plan to this month, but I haven't.
- 24 Q Okay. So that's your intention?
- 25 A Right.



MOORE - HOUSTON (DIRECT EXAMINATION)

1 Q And would it be your intention to  
2 return, then, to South Carolina to practice or  
3 practice out of Georgia?

4 A I don't know yet.

5 Q Okay. Tell me briefly your education  
6 probably starting with high school.

7 A High school, undergraduate.

8 Q Where did you go to high school?

9 A Went to Tuckahoe High School.  
10 Tuckahoe, T-U-C-K-A-H-O-E.

11 Q Okay. Where --

12 A That's in West Chester County, New  
13 York.

14 Q Okay. And then from Tuckahoe High  
15 School, you went to --

16 A Boston University.

17 Q And you got a degree at Boston  
18 University?

19 A No, I got a degree at North Carolina  
20 Central University.

21 Q All right. What was your degree from  
22 North Carolina Central?

23 A BA.

24 Q In?

25 A Philosophy.



MOORE - HOUSTON (DIRECT EXAMINATION)

- 1 Q All right. So you transferred from --
- 2 A Boston U to North Carolina Central.
- 3 Q All right. And law school?
- 4 A North Carolina Central School of Law.
- 5 Q When did you finish law school?
- 6 A 1968. And I spent the summer semester
- 7 at Columbia University Grad School of Business.
- 8 Q Okay. Have you ever been audited by
- 9 the Internal Revenue Service?
- 10 A No, I haven't.
- 11 Q Have you ever been charged with any
- 12 crimes other than a traffic violation?
- 13 A Yes, charged but no convictions.
- 14 Q All right. Tell me about that charge
- 15 or those charges.
- 16 A One was when I was in undergraduate
- 17 school.
- 18 Q Okay. What was that for?
- 19 A It was a theft of a bottle of liquor.
- 20 Q Okay. So it was a shoplifting charge?
- 21 A Shoplifting, yeah.
- 22 Q Okay. Were you found guilty of
- 23 shoplifting?
- 24 A No.
- 25 Q You pled it out or something?





1           A     No, no. It was just dismissed.

2           Q     All right. Any other charges?

3           A     Driving under suspension.

4           Q     When was that?

5           A     That would have been various times  
6 throughout.

7           Q     So that's more than once?

8           A     It's been more than once.

9           Q     Okay. What was your license suspended  
10 for?

11          A     Either not paying a ticket or -- I  
12 don't think it was ever suspended for -- it may  
13 have been suspended once for points, but I don't  
14 think so.

15          Q     All right. So other than the  
16 shoplifting charge and the driving under  
17 suspension, were you ever charged with any  
18 crime?

19          A     I had one here in Beaufort that was  
20 withdrawn.

21          Q     What was that?

22          A     That was about a year and a half ago.  
23 That was breach of trust.

24          Q     Who filed that claim against you?

25          A     A gentleman by the name of Michael



1 Walters.

2 Q Michael Walters?

3 A Right. He wasn't the deputy. Braziel  
4 was the deputy who actually filed the charges.

5 Q He's the one who filed the complaint?

6 A He filed the complaint, right.

7 Q What was the background on that  
8 breach-of-trust claim by Michael Walters?

9 A Actually, it wasn't a trust. But  
10 basically what happened, I had given him  
11 permission to store his motorcycles on my son's  
12 trailer, and my son came down here to get his  
13 trailer after it had been stored on it for about  
14 three years because it was stored on our  
15 cousin's property and our cousin wanted it  
16 moved. So my son picked it up and brought it to  
17 Atlanta, and then they issued a warrant against  
18 both he and me for breach of trust.

19 Q All right. So that warrant was issued  
20 by Beaufort County?

21 A Right.

22 Q Okay. What was the disposition on  
23 that?

24 A Withdrawn.

25 Q You gave him his motorcycle back?



- 1           A     No, he came up to Atlanta to get it.
- 2           Q     He came and got it?
- 3           A     Right.
- 4           Q     But you gave it back to him? I mean,
- 5 he had access to it?
- 6           A     Right.
- 7           Q     So that was resolved?
- 8           A     Right. I wasn't even in South Carolina
- 9 at the time it happened.
- 10          Q     All right. So we've got the driving
- 11 under suspension, we got the shoplifting, and we
- 12 got the breach of trust. Anything else?
- 13          A     One final one is about to be dismissed
- 14 now, and that's up in Georgia now.
- 15          Q     What's that about?
- 16          A     Simple assault.
- 17          Q     Who filed that claim?
- 18          A     I forget the lady's name but she was a
- 19 trespasser on the property and I'm trying to get
- 20 her off the property.
- 21          Q     Where is that pending?
- 22          A     In Fayette County, Georgia.
- 23          Q     Fayette?
- 24          A     Right.
- 25          Q     Like the --



1           A     F-A-Y-E-T-T-E.

2           Q     All right. Like the beginning of  
3     Fayetteville?

4           A     Right. Yeah, the town is Fayetteville  
5     but it's in Fayette County.

6           Q     All right. Have you ever filed for  
7     relief under bankruptcy laws or insolvency laws?

8           A     Yes, I did.

9           Q     All right. Tell me about that.

10          A     That was in New York. That was  
11     approximately around 1995, I believe. That was  
12     discharged.

13          Q     Chapter 13?

14          A     Seven.

15          Q     And you filed in bankruptcy courts of  
16     New York?

17          A     Right.

18          Q     Who was your lawyer on that?

19          A     I did it myself.

20          Q     You did it yourself?

21          A     It was not as complicated.

22          Q     All right. You are currently under  
23     suspension from the practice of law; you say  
24     you're going to reapply for readmission. You  
25     were suspended in March of 2016?



1           A     Right.

2           Q     Was that your first disciplinary action  
3     by --

4           A     No.

5           Q     All right. Was there prior  
6     disciplinary actions; action or actions?

7           A     Right.

8           Q     All right. Is there one or more than  
9     one?

10          A     There was another reprimand in, I  
11     think, '76, '78, something like that.

12          Q     All right. And all these are reported  
13     decisions so I can pull them up and find them?

14          A     Right.

15          Q     All right. But you had the public  
16     reprimand in '78, and was there another one  
17     other than the one that you are currently --

18          A     There was a disbarment in '93 or '94.  
19     There was public reprimand in 2000-and -- I  
20     think around 2004. And then the --

21          Q     '16?

22          A     Right.

23          Q     All right. The first public reprimand  
24     in '78, generally what was that about?

25          A     Keeping money in the trust account.



1           Q     Trust account, all right. How about  
2     the disbarment in '93?

3           A     That was at least five different  
4     unrelated matters.

5           Q     Do you recall what any of them were?

6           A     Yes, one had to do with the trust  
7     account. The other one had to do with improper  
8     splitting of fees. The third had to do with not  
9     paying a doctor, a psychologist for the services  
10    he rendered to a client. The other, I think,  
11    was lending money to a client.

12          Q     All right. What about the public  
13    reprimand in '04, what was that about?

14          A     Trust account.

15          Q     You have filed an action against Dean  
16    Bell, individually, the law offices of Dean  
17    Bell, L.L.C., and my client B. Hammel  
18    Properties, L.L.C. I've put a copy of your  
19    summons and complaint in front of you, which has  
20    been marked as Exhibit 1 to your deposition, and  
21    I've read it many times. I've got some specific  
22    questions for you about many paragraphs and many  
23    allegations in here, but I'm just wondering if  
24    we could just have a general conversation or  
25    general description from you about what your



1 concerns are and what you're trying to do  
2 through this action. If you could just say in  
3 layman's terms and then we can go through some  
4 of the details?

5 A All right. I brought this action based  
6 on my perception of the improper procedures that  
7 were exercised in procuring the order which --  
8 for the sale of the property and also having my  
9 sister to act as the -- in the sense, giving her  
10 my power of attorney where I'm excluded in the  
11 whole decisionmaking process, you know, both the  
12 selling price, acceptance of the selling price,  
13 negotiating with the prospective buyer or either  
14 saying I agree with the price, I don't agree  
15 with the price.

16 Starting from the beginning, the first  
17 objection had to do with the hearing we had  
18 before Judge Kinard. In that hearing Judge  
19 Kinard specifically stated that -- they brought  
20 that action for summary judgment and he ruled in  
21 my favor but he permitted them to file an  
22 amended complaint, and he specifically told  
23 them, one, that the action would only continue  
24 as a petition to partition with a public sale,  
25 the amended complaint. But when we went to the



1 hearing, the hearing was on the same matters  
2 that were in the original complaint, you know,  
3 so far as rents, taxes, all of the other sundry  
4 items and I wasn't prepare for, because I  
5 thought it was just going to be a perfunctory  
6 hearing and that was going to be it, you know,  
7 just basically we were going to -- that the land  
8 had to be sold at public auction. So I was  
9 procedurally put at a disadvantage there by them  
10 trying those other issues that I wasn't even  
11 prepared to address.

12 The other thing was that Judge Kinard  
13 had specifically stated that it would be a  
14 petition by sale, and then when we got to the  
15 master-in-equity, the master-in-equity, in a  
16 sense by his order, didn't follow the circuit  
17 court judge order.

18 The next concern was that there were  
19 exhibits that weren't introduced in evidence at  
20 the hearing that were placed in the Court's  
21 file. My thinking being that whenever the judge  
22 goes to review the file to prepare an order,  
23 that he might consider that as evidence where it  
24 wasn't evidence. So the only reason I can see  
25 why it was placed in the file was basically to





1 influence the judge in his decisionmaking  
2 process.

3 The next thing was I did take an  
4 appeal, but I didn't go through with the appeal  
5 for two basic reasons: Number one, was getting  
6 a full transcript of the hearing before Judge  
7 Kinard. When I went to the clerk's office, the  
8 clerk's office said that it wasn't transcribed;  
9 that the only thing that was issued was a  
10 memorandum order. And this is where I rendered  
11 to the Court with my last suspension is that I  
12 was working on a case on appeal and they didn't  
13 have transcripts. It's almost impossible to  
14 present an issue to the Supreme Court and  
15 there's no transcript that you can refer to as a  
16 factual basis for the issue of law that you are  
17 arguing. So that was one of the reasons why I  
18 didn't go through with the appeal at that time.

19 The second thing was that I was  
20 expecting the sale to be approved by the Court  
21 and I would have an opportunity to either place  
22 my consent or objection to the sale. The order  
23 didn't provide for any minimum amount; the order  
24 just said property is to be sold. They could  
25 have sold it for \$500.



1           The other thing that concerned me was  
2    that the master-in-equity's -- I termed it ultra  
3    vires act of appointing an assistant as the  
4    person to be in charge of selling the property,  
5    you know, no evidence was taken as to her real  
6    estate experience, to her ability to evaluate  
7    the value of the property and would have given  
8    her that authority. She could make any deal on  
9    the side deal she wants to pertaining to the  
10   sale. You know, she could have said, well, give  
11   me \$50,000 and I'll sell it for what price you  
12   mentioned.

13       Q    Anything else that you can recall? I  
14    mean, I'm not trying to limit you. I'm just  
15    trying to --

16       A    If there was something I skipped, I'll  
17    address it as you ask me questions.

18       Q    Okay. Well, one of the things I saw  
19    was you're complaining about there being no  
20    order of reference.

21       A    Right.

22       Q    You're still complaining about that?

23       A    Well, what evidently happened is,  
24    number one, I wasn't provided a copy of that  
25    transmittal letter that -- I think it was



1 Attorney Naert out of Dean Bell's office sent to  
2 Judge Kinard to have the order issued, you know,  
3 because I didn't have an opportunity to comment  
4 on it. Because if I had an opportunity to  
5 comment on it, I would have drawn out to the  
6 judge his specific instructions concerning the  
7 public auction of the property.

8 The second thing was after the order  
9 was filed, I wasn't served a copy of it either  
10 by Attorney Bell's office nor by the Court.

11 Q All right. So the order you weren't  
12 served a copy of, you were just describing, is  
13 the order that Judge Kinard signed?

14 A Right. And the third thing was that  
15 the clerk's office told me that there hadn't  
16 been any written order, there was just a  
17 memorandum order. Now, it might have been that  
18 the order came in after I made inquiry at the  
19 clerk's office.

20 Q All right. But you indicated that the  
21 clerk's office made that representation to you  
22 at the time of appeal?

23 A During that time, yes.

24 Q Okay. So you did not know of Judge  
25 Kinard's written order that's in the file --



1           A     No.

2           Q     -- before the trial?

3           A     No.

4           Q     Okay. When did you first discover  
5 Judge Kinard's written order?

6           A     I only saw that order after they  
7 provide me a copy, and it might have been  
8 Attorney Bell that did.

9                     And the other thing was that I don't  
10 recall Judge Kinard asking anyone, either me or  
11 the opposing counsel to draft the order. I was  
12 expecting, you know, an order coming from him or  
13 either a memo saying submit an order.

14          Q     Do you know who drafted Judge Kinard's  
15 order, the one he signed?

16          A     I would assume that Attorney Naert. He  
17 used to be associated -- he was the one who  
18 appeared at the hearing, was the one who drafted  
19 it.

20          Q     And you were at that hearing?

21          A     I was at the hearing, yes.

22          Q     All right. What information do you  
23 have that leads you to the conclusion that Mr.  
24 Naert prepared that order for Judge Kinard to  
25 sign?



1           A       Because he was the attorney at the  
2     hearing.

3           Q       Okay. But you just testified that you  
4     thought that Judge Kinard would prepare an order  
5     and send it out. Now, my question for you is  
6     how do you know that Judge Kinard didn't prepare  
7     that order? You made the assumption that --

8           A       Because when I saw the order, there was  
9     some cover letter or some other thing that  
10    indicated Naert's name on it.

11          Q       All right. I think I've got a complete  
12    list of your concerns. I just want to go over  
13    with them to make sure that I'm getting  
14    everything and that if I leave something out,  
15    you tell me. First, the order, when we talk  
16    about the final order in this matter, this is  
17    the order that's attached to your complaint as  
18    Exhibit Number 2. I think you refer to it as  
19    Exhibit Number 1 in the complaint, but I think  
20    as they finally fell out, it is Exhibit Number  
21    2. Number 1 appears to be the docket of this  
22    case.

23          A       What was the date of the order?

24          Q       It was entered July 19, 2013.

25          A       Okay, that way we won't have any



1 confusion of as to which order we're speaking  
2 of.

3 Q Okay. And then there's a date -- and I  
4 can't make out the date that Judge Dukes put on  
5 it. It looks like July, maybe, 15.

6 A Yeah, it's filed July 19th, the final  
7 order.

8 Q But it's --

9 A Exhibit 2, yeah.

10 Q Exhibit 2. When we talk about that  
11 final order, that's the order that we're talking  
12 about.

13 A Right.

14 MR. MOORE: All right. Let's mark  
15 that.

16 (Whereupon, Defendants' Exhibit  
17 Number 2 was marked for  
18 identification.)

19 BY MR. MOORE:

20 Q I'm going to hand you what I've marked  
21 as Exhibit Number 2. And is that the order that  
22 you referred to as Judge Kinard's order?

23 A (Examines document.) This must have  
24 been a prior order because this is dated May  
25 30th.



1           Q     I'm sorry, yes. Well, let's just leave  
2     that since we already marked it. Let me give  
3     you another one.

4                     (Whereupon, Defendants' Exhibit  
5                     Number 3 was marked for  
6                     identification.)

7     BY MR. MOORE:

8           Q     I'm showing you Exhibit Number 3. Is  
9     that the order that you referred to as Judge  
10    Kinard's order?

11          A     Yes.

12          Q     And Exhibit Number --

13          A     Now, do you, by chance, have a copy of  
14    the cover letter of --

15          Q     I can look but not right now.

16          A     All right.

17          Q     This order is entered September 4,  
18    2012; that's correct?

19          A     Right.

20          Q     I'm looking at the date stamp on the  
21    first page of the order.

22          A     Right, September 4, 2012. And the  
23    hearing was, I think, June the 12th.

24          Q     All right. On September 4, 2012, was  
25    your office address at 31 Marshland Road on



1 Hilton Head Island?

2 A That is correct.

3 Q Okay. And it has reflected your phone  
4 number down there. Is that information on your  
5 phone and fax correct?

6 A The phone number is definitely correct.

7 Q Okay. And the e-mail address, that is  
8 correct?

9 A That's correct.

10 Q All right. So Exhibit Number 1  
11 contains a copy of what we're calling the final  
12 order, and Exhibit Number 3 is what we'll call  
13 Judge Kinard's order as we go through my  
14 questions here.

15 A All right.

16 Q Your first challenge that I've written  
17 down is that there was no order of reference; is  
18 that correct, that's one of your challenges?

19 A Right.

20 Q And then I have written down that the  
21 final order conflicts with the prior ruling of  
22 Judge Kinard.

23 A Right.

24 Q Okay. Then you also said that the  
25 Court considers matters that were not in the





1 pleadings. I think that you set that out in  
2 your complaint; is that correct?

3 A Right.

4 Q That's number three. Number four, that  
5 Mr. Bell presented an order as a proposed order  
6 without a request on that final order.

7 A Right.

8 Q You complained about that, right?

9 A Right.

10 Q You weren't served with a copy of the  
11 final order, right?

12 A Right.

13 Q Is your argument --

14 A And I wasn't provided with a copy of  
15 the proposed order before Judge Dukes, the  
16 master-in-equity, signed it.

17 Q Okay. You also complain that the Court  
18 considered matters that were not in evidence?

19 A Right.

20 Q All right. You say the Court acted  
21 beyond its authority. I think you talked --

22 A Ultra vires yeah.

23 Q That's your ultra vires argument. And  
24 that there was no Court approval of the sale,  
25 ultimate sale?



1           A     Right.

2           Q     And that the Court didn't consider your  
3     sister's qualification to sell the real estate?

4           A     Right.

5           Q     I've listed out just nine areas of  
6     concern. Are there others that you have?

7           A     If I haven't mentioned it to you now,  
8     they're probably listed in the complaint.

9           Q     First, let's go back to your argument  
10    or complaint that there was no order of  
11    reference. You've seen Judge Kinard's order?

12          A     I have it now, yes.

13          Q     All right. And you said you didn't get  
14    it until we provided it to you?

15          A     Right, my first time seeing it.

16          Q     Okay. And does that contain an order  
17    of reference?

18          A     It does.

19          Q     All right. Exhibit Number 1 to your  
20    complaint is --

21          A     See, the other thing underlying that  
22    was my being served the motion for reference to  
23    know that this was even in abeyance.

24          Q     Okay. So you're saying you never got a  
25    motion for a reference?



1           A     No.

2           Q     Exhibit Number 1 to your complaint is  
3     the court docket of this case?

4           A     Yes.

5           Q     Could you look at that for me, please.

6           A     Sure.

7           Q     My question for you is, does this  
8     docket which is Exhibit 1 to Exhibit Number 1 to  
9     your deposition, does it reflect Exhibit Number  
10    3 to your deposition that order that Judge  
11    Kinard entered?

12          A     Are you saying are they exactly the  
13    same document or --

14          Q     No, I'm saying does this court's  
15    docket, which is Exhibit Number 1 to your  
16    complaint, does it reflect Judge Kinard's order  
17    on that docket?

18          A     Is that on the first page or the second  
19    page?

20          Q     I think it's on the first page, but I  
21    want you to look and identify it for me. Judge  
22    Kinard's order was entered September 4, 2012.

23          A     That one here was on June something,  
24    wasn't it?

25          Q     Go to the first page, the second to the



1 last entry, there's an order entered for Order  
2 RE: Motion to compel, motion for summary  
3 judgment and ORD. It's dated 9/4/2012; do you  
4 see that?

5 A Right, okay.

6 Q Is that this order, Exhibit Number 3,  
7 Judge Kinard's order?

8 A Looking at it back retrospectively, it  
9 does coincide.

10 Q When you prepared your complaint, did  
11 you pull all the documents that were reflected  
12 on this docket?

13 A Yes.

14 Q All right. So you pulled every  
15 document on this docket and looked at it?

16 A I had examined the file itself and it  
17 wasn't in there, and the clerk of court had told  
18 me that there was only a memorandum order.

19 Q All right. My question for you is,  
20 when you prepared your complaint, you attached  
21 this docket as Exhibit Number 1 to your  
22 complaint; did you pull each of these documents  
23 and look at them at that time?

24 A No, because they don't -- when you look  
25 at it, you can't drug them down. There's no



1 bracket where you can say I want to look at this  
2 document and open it up.

3 Q All right. So you were looking at them  
4 online?

5 A Right.

6 Q All right. So you did not review the  
7 physical file --

8 A I did both.

9 Q All right. When did you review the  
10 physical file?

11 A I reviewed the physical file at the  
12 time that I filed the appeal.

13 Q All right. Did you review the physical  
14 file in preparation of this complaint?

15 A No.

16 Q All right. You reviewed the physical  
17 file at the time of your appeal?

18 A Yes. And that's when I discovered all  
19 that extraneous material in there.

20 Q When you reviewed the physical file,  
21 you say that Judge Kinard's order was not in  
22 there?

23 A No, it wasn't.

24 Q All right. Did you make notes?

25 A If I didn't have written notes, I made



1     mental notes. But I really wasn't in a sense  
2     looking for it because I didn't know what I was  
3     looking for, because I had been told that the  
4     only thing that had been filed was a memorandum.

5           Q     Who told you that?

6           A     The clerk's office.

7           Q     Who in the clerk's office?

8           A     I don't remember the exact clerk at the  
9     moment.

10          Q     So a clerk represented to you that  
11     Judge Kinard did not enter a written order, he  
12     just entered a memorandum order from the hearing  
13     that was reflected in this Exhibit Number 3?

14          A     Right. And that coupled with the fact  
15     that I hadn't been served with the motion for  
16     reference.

17          Q     When you appeared at the hearing -- let  
18     me ask you this: Did you appear at the final  
19     hearing in front of the master-in-equity?

20          A     Yeah.

21          Q     At that point in time, did you  
22     challenge the master's ability to hear the  
23     matter because it had not been properly referred  
24     to him?

25          A     No, I didn't, not at that point.



1 Q Why not?

2 A Because my thinking was that it was  
3 just going to be a perfunctory hearing because  
4 Judge Kinard ruled that it would be a public  
5 sale.

6 Q At the time that you appeared in front  
7 of the master-in-equity, did you believe that  
8 there had not been an order of reference to the  
9 master-in-equity?

10 A I hadn't given any real thought to the  
11 matter at that particular time.

12 Q All right. When did you first come up  
13 with the idea that this thing had not been  
14 appropriately referred to the master-in-equity?

15 A When I came back and re-examined the  
16 whole proceeding and looked at the --

17 Q In preparation for the appeal?

18 A No, in preparation for this lawsuit.

19 Q So it did not occur to you when you  
20 were preparing the appeal that this matter had  
21 not been appropriately referred to the  
22 master-in-equity?

23 A I didn't raise that as issue.

24 (Whereupon, Defendants' Exhibit

25 Number 4 was marked for



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1 identification.)

2 BY MR. MOORE:

3 Q My question wasn't whether or not you  
4 raised it as an issue; my question was whether  
5 or not you understood it to be an issue at that  
6 point in time.

7 A No.

8 Q You didn't understand it to be an issue  
9 until you sat down and looked at preparing the  
10 complaint in this action?

11 A Right.

12 Q When was that?

13 A It would probably be over a couple of  
14 two or three months, you know, prior to filing  
15 the actual complaint.

16 Q I hand you Exhibit Number 4, which I  
17 pulled down from the same docket which you have  
18 attached as Exhibit Number 1 to your complaint,  
19 and it's a Notice of Motion and Motion for  
20 Reference, dated May 31, 2012. Have you seen  
21 this before?

22 A No.

23 Q Is it your contention that you were not  
24 served with a copy of this?

25 A Right. Was there any certificate of





1 service attached to it?

2 Q I'd have to go back and look at the  
3 file.

4 A Is this the entire document?

5 Q This is what I pulled down from the  
6 record. Let me ask you this: Had you looked at  
7 the record before you filed the complaint and  
8 seen that there was a Notice of Motion and  
9 Motion for Reference?

10 A As I said before, they don't print  
11 out -- the only thing you can go by is what's on  
12 this sheet, Exhibit 1.

13 Q When you reviewed the matter for  
14 appeal, you physically went to the office and  
15 reviewed the file at the time of the appeal, at  
16 that point in time did you review what's Exhibit  
17 Number 4?

18 A No, I did not see it.

19 Q Do you think this was added to the file  
20 after you reviewed the file for appeal?

21 A I don't know. Let me clarify that. I  
22 don't know how the clerk's office operates from  
23 the time that something is filed till actually  
24 it's put in the physical file. Now, as soon as  
25 it's filed they scan it and it's available.



1 During this time they didn't have the current  
2 scanning system and, you know, it might be three  
3 weeks, four weeks, I don't know how long, before  
4 a file, after it's stamped, is actually placed  
5 in what's filed.

6 Q So it's your experience at that some  
7 point in time there was a delay in getting  
8 matters from the --

9 A That's what appears apparent here in  
10 hindsight.

11 Q Let me finish my question. There  
12 appears to have been a delay, or your  
13 recollection is that there was a delay between  
14 the time the matter was filed until a time that  
15 the matter appeared in the file?

16 A Right.

17 Q Okay. And you know that from reviewing  
18 files or because somebody told you that, or how  
19 do you know that, that there was that delay?

20 A From reviewing the file and because, as  
21 a matter of fact, I'll go back and verify with  
22 the clerk's office because I had them to run a  
23 copy, prepare me a copy of the file.

24 Q Did they do that?

25 A Yes.



1           Q     You have a copy of the file that they  
2     prepared for you?

3           A     I should still have some of it, yes.

4           Q     You don't have all of it?

5           A     I have to go and put my hands on it.

6           Q     All right. So back when you were  
7     preparing this matter for an appeal, you asked  
8     the Court to make you a copy of the file, they  
9     did, they sent it to you, and still have that?

10          A     No, I was right there at the clerk's  
11     office.

12          Q     All right. So you still have that?

13          A     I'll go and -- I did have it.

14          Q     Okay. Can you produce that to me, the  
15     copy of the file that you have from the Court?  
16     I want you to produce it to me and represent to  
17     me that this is what you copied from the Court's  
18     file on the day that you were in there preparing  
19     for your appeal.

20          A     I'll do my best effort. I'll furnish  
21     you with what I have.

22          Q     All right. You're going to give me  
23     what you have?

24          A     Right.

25          Q     All right, thank you. Exhibit Number 4



1 was filed on June 4, 2012; would you agree with  
2 me on that?

3 A Is that the Notice of Motion and Motion  
4 for Order of Reference.

5 Q Yes.

6 A Yeah, it speaks for itself. It says  
7 June 2012.

8 Q And the date after that is June -- it  
9 looks to me to be June 4. Exhibit Number 2 to  
10 your complaint, the final order was entered on  
11 July 19, 2013; is that correct?

12 A I assume so, yeah.

13 Q I assume that the appeal and your  
14 review of the Court's file for the appeal was  
15 done after the Court entered its final order?

16 A Yes.

17 Q So when you reviewed the Court's file  
18 after July 19, 2013 date, you're saying that a  
19 document that is reflected as being recorded in  
20 June of 2012, more than a year earlier, wasn't  
21 in the file?

22 A No.

23 Q Is it your experience that the clerk --

24 A Well, it wouldn't have been a year  
25 later.



1           Q     Well, the motion is recorded June of  
2     2012, and this is July of 2013.

3           A     Yeah.

4           Q     Is it your experience that the clerk's  
5     office takes sometimes up to 13 months to get  
6     documents into the file from when they're  
7     recorded?

8           A     I don't have experience along that line  
9     to detect any particular pattern. I just know  
10    from this particular case, because I was doing  
11    an appeal, that's why I asked them. In most  
12    other cases it hadn't become an issue.

13          Q     All right. And Judge Kinard's order,  
14    Exhibit Number 3, was filed September 4, 2012,  
15    yet you say it wasn't in the file almost a year  
16    later when you were reviewing it for appeal; is  
17    that your testimony?

18          A     Right.

19          Q     So that would be another experience  
20    where there was a delay up to a year?

21          A     (Nods head in the affirmative.)

22          Q     Do you believe that there was a delay  
23    getting these documents to the file and that's  
24    what the problem is?

25          A     That's the only explanation I can see,



1 because I definitely wouldn't allege something  
2 unless I had a good basis for doing so.

3 Q All right. You aren't alleging that  
4 these documents were prepared after the fact and  
5 filed after the final order was entered in this  
6 case, are you?

7 A I have no evidence of that. That would  
8 be conjecture on my part.

9 Q All right. Do you believe that?

10 A I don't have any grounds to dispute it.

11 Q Okay. The conflicts that you say that  
12 the final order, which is Exhibit Number 1 to  
13 your deposition, had with Judge Kinard's prior  
14 ruling is Judge Kinard's prior ruling that  
15 you're referring to, either Exhibit 2 or 3 to  
16 this deposition, or is there another order that  
17 you're referring to?

18 A No, it's not the order; it's what  
19 wasn't included in the order, all right, because  
20 another thing I was told by the clerk was that  
21 the thing wasn't transcribed. And when I was in  
22 the court today, I asked the clerk -- and we're  
23 going to put in a formal request anyway so we  
24 can get it in writing -- yes, we do have the  
25 transcript or no transcript was taken.



1           Q     So you wrote the clerk of court asking  
2     them for a transcript and they said no  
3     transcript was taken?

4           A     They said no transcript was taken,  
5     right.

6           Q     Did they respond to you in writing?

7           A     No, I didn't get it in writing. It was  
8     a memorandum order and that no transcript was  
9     taken; that's the message I received.

10          Q     All right. The appellant court rules,  
11     I'm going to represent to you, for the state of  
12     South Carolina require an appellant in an appeal  
13     to order within a certain period of time a  
14     transcript of any type of hearing from the court  
15     reporter who handled the hearing. In relation  
16     to the appeal that you filed, did you order a  
17     transcript from anybody?

18          A     I don't know if I might have withdrawn  
19     the appeal before I ordered the transcript,  
20     because I think Attorney Bell's office brought  
21     the court reporter with them. It wasn't, you  
22     know, a --

23          Q     To the final hearing?

24          A     To the final hearing, right.

25          Q     What about the Judge Kinard hearing, do



1 you remember a court reporter being there?

2 A Yes.

3 Q All right. Did you check the records  
4 to determine who the court reporter was from  
5 that hearing?

6 A I did at that particular time. I'm  
7 going to do it again.

8 Q Do you have any records that show your  
9 efforts to identify the court reporter from that  
10 hearing?

11 A No, I do not. I don't even know if I  
12 even wrote the court reporter. I think I just  
13 took the clerk's word, you know, there was no  
14 transcript so there was no use to write the  
15 request from the court reporter.

16 Q Did you contact Judge Kinard's office  
17 and find out who the court reporter was that he  
18 used for that particular hearing might have  
19 been?

20 A Well, at that time the clerk's office  
21 knew, and it might have been Judge Kinard's  
22 court reporter and I may have called her, but  
23 that's to memory.

24 Q You may have called her; you don't know  
25 whether or not you did?





1           A       I couldn't vouch for that, no.

2           Q       All right. Exhibit Number 3 is an  
3 order signed by Judge Kinard that we've already  
4 talked about, and it references a hearing that  
5 was held on August 10, 2012 at 9:30 a.m.; do you  
6 see that? Exhibit Number 3, it's the first  
7 paragraph of the order, page one of the order;  
8 do you see that?

9           A       Okay, what are you directing my  
10 attention to; the first paragraph?

11          Q       I'm asking you that this order states  
12 about a hearing that was held on August 10,  
13 2012. Do you see that up at the first paragraph  
14 where it says, This matter comes before the  
15 Court following a hearing on the plaintiffs'  
16 motion to compel, motion for summary judgment,  
17 and motion for referral to master-in-equity on  
18 August 10, 2012 at 9:30; do you see that?

19          A       Uh-huh (affirmative).

20          Q       Okay. Was that the hearing in which  
21 Judge Kinard gave the order that you believe  
22 that Judge Dukes' order conflicts with?

23          A       Yeah, because the plaintiffs shall  
24 amend their complaint within 30 days of entry of  
25 this order, and that was the basis for why they



1 had to go back and amend their complaint because  
2 he dismissed that other initial complaint.

3 Q He dismissed the initial complaint?

4 A Well, not dismissed it but --

5 Q That word has meaning.

6 A When we had the ruling on the motion  
7 for summary judgment, when they were asking, you  
8 know...

9 Q You say that Judge Kinard ruled on that  
10 summary judgment motion?

11 A Right.

12 Q This order in paragraph number three  
13 says, "Plaintiffs' motion for summary judgment  
14 was not heard by the Court." Do you see that  
15 language in the order? Second sentence, third  
16 paragraph of the order.

17 A (Examines document.) I see it there  
18 now, yes.

19 Q And before you read it just now, you've  
20 never seen that language in that order before?

21 A It resonates reading it now.

22 Q What does that mean, "it resonates"?

23 A I mean, like I said before, this is the  
24 order I hadn't seen so I wasn't aware that this  
25 was -- because it doesn't -- to me, the thing



1 doesn't make sense because the Court not hearing  
2 the argument for summary judgment and then  
3 telling them they have to amend their complaint.  
4 Otherwise, it wouldn't coincide.

5 Q All right. You read this order before  
6 today?

7 A This is the one that was furnished to  
8 me after the lawsuit was filed.

9 Q All right. But you read this order  
10 before today?

11 A I did read it but when I read it, what  
12 I was looking for was pertaining to the  
13 master-in-equity and the order of reference.

14 Q Because you filed an affidavit last  
15 night that references this order; correct?

16 A Yes.

17 Q All right. Or you filed one -- I got  
18 it last night when the Court noted that it had  
19 been recorded.

20 So until we sat here right now and you  
21 just read that language, you did not understand  
22 that the order said, "Plaintiffs' motion for  
23 summary judgment was not heard by the Court"?

24 A Right, no.

25 Q That's news to you as of us sitting



1 right here?

2 A Right.

3 Q All right. Do you recall?

4 A And this goes to the gravamen of the  
5 point that I've been making, that these things  
6 have been filed but not served on me. If they  
7 had been served on me, I could have properly  
8 addressed it.

9 Q Looking back at Exhibit Number 3, first  
10 page of the order, fourth paragraph, it says,  
11 "Defendant made an oral motion to dismiss the  
12 complaint based on failure to state facts upon  
13 which relief can be granted." Do you remember  
14 doing that?

15 A More like I did.

16 Q Okay. And then it says, "The Court,  
17 sua sponte, granted plaintiffs' leave to amend  
18 their complaint." Is that what happened?

19 A Well, it was leaved but not to reallege  
20 the same matter. That's why I was wanting to  
21 get transcript.

22 Q So this order does not say that?

23 A The order does not say that.

24 Q But you say Judge Kinard's ruling was  
25 on summary judgment; not on your motion to



1 dismiss under Rule 12(b)(6), but rather on your  
2 summary judgment motion, Judge Kinard said you  
3 can amend your pleadings --

4 A I need to get the transcript because --

5 Q Well, I'm asking you for your  
6 recollection, because you filed this whole  
7 complaint on your recollection. So my question  
8 for you is, at the time that Judge Kinard ruled  
9 on this, your recollection is you say on the  
10 summary judgment, I'm going to give the  
11 plaintiff the opportunity to amend their  
12 complaint but they can't reallege what they've  
13 already alleged?

14 A That was my understanding.

15 Q So Judge Kinard specifically told them  
16 what they could allege and couldn't allege in  
17 their complaint?

18 A Right.

19 Q What did he tell them they could allege  
20 or not allege? What did he say you cannot  
21 allege this in your complaint?

22 A Those have to do with the, what I  
23 recall -- I have to look back at the first  
24 complaint that they filed, but it had to do with  
25 the issues pertaining to rent and taxes and



1 other matters.

2 Q When they filed their amended  
3 complaint, did they include those things in it?

4 A I'd have to look at the amended  
5 complaint again.

6 Q All right, we'll do that in a minute.

7 You also said that Judge Kinard ruled  
8 as to the final relief in this matter as to what  
9 was going to happen and how the sale would be  
10 conducted?

11 A No, I only alleged to the extent that  
12 he said he had ordered the position pertaining  
13 with the by public sale.

14 Q Okay. So he ruled that the plaintiff  
15 had the ability to amend their complaint but if  
16 they were successful and they won, they had to  
17 do a public sale?

18 A Right.

19 Q That was his ruling?

20 A Right.

21 Q You allege that the Court considered  
22 matters that are not in the pleadings. What did  
23 the Court consider that was not in the  
24 pleadings?

25 A After the final hearing opposing



1 counsel put materials in the file that had not  
2 been marked as exhibits to the hearing.

3 Q All right. What are those?

4 A His notes, points of arguments.

5 Q And those are in the Court's file right  
6 now?

7 A Should be, yes.

8 Q All right. Have you seen them in the  
9 Court's file?

10 A Yes, I got a copy of them out.

11 Q When?

12 A At the same time when I went to --

13 Q When you were preparing the matter for  
14 an appeal?

15 A Right.

16 Q All right. And so what kind of notes  
17 were they?

18 A Notes like you would make for a  
19 pretrial brief, there were certain, I think,  
20 mathematical calculations.

21 Q Were they handwritten?

22 A I think they were both.

23 Q Handwritten and typed?

24 A Right.

25 Q And what did they say?



1           A     I couldn't given you specifics right  
2     now.

3           Q     Did you see them at the time they were  
4     put into the court record, or did you see them  
5     first later?

6           A     I only saw them later.

7           Q     Were they presented at the hearing?

8           A     No.

9           Q     Were they argued at the hearing?

10          A     That would be conjecture on my part. I  
11     don't remember.

12          Q     You were there, right?

13          A     I was there, right.

14          Q     Do you know whose notes they are?

15          A     They were Attorney Bell's notes.

16          Q     How do you know that?

17          A     He was the counsel for the plaintiffs.

18          Q     Are the notes in the records that you  
19     claim are improper, are they in any way  
20     referenced in the final order in the case?

21          A     No, because the final order doesn't  
22     relate to Exhibit 1, Exhibit 2, Exhibit 3 et  
23     cetera; do you follow me? The only thing that  
24     final order says is that testimony was given,  
25     testimony was given, testimony was given, and





1     there's no documentation as to the exhibits or  
2     the testimony that was given.

3             As a matter of fact, the order doesn't  
4     even say that the master-in-equity had an order  
5     of reference. The order doesn't have any  
6     statement of facts or any discussion or findings  
7     of facts.

8             Q     And you have not ordered that  
9     transcript from that final hearing?

10            A     No.

11            Q     Have you considered ordering it in the  
12     context of this litigation?

13            A     Yeah.

14            Q     Have you ordered it?

15            A     No, I haven't.

16            Q     What steps have you taken to order it?

17            A     I haven't taken any as of yet.

18            Q     You just thought about it?

19            A     It's part of my strategy to do so; that  
20     and the transcript from the hearing.

21            Q     Did you retain copies of those  
22     handwritten notes and the typed notes that you  
23     claim to be improperly included in the record?

24            A     Yes, I think I do have them.

25            Q     But you have not provided those to us



1 in discovery yet?

2 A No, because they're in the court file.

3 Q Okay. But why did you withhold them  
4 from discovery?

5 A Because, as I mentioned, they were in  
6 the file, you know, they're available to all  
7 parties.

8 Q How are they listed on this transcript,  
9 the Court's transcript of this file, which is  
10 Exhibit Number 1 to your complaint; are they  
11 contained in there?

12 A No, no.

13 Q They're just in the file?

14 A Right.

15 Q Will you provide me with a copy of  
16 those that you made?

17 A Yes, I will.

18 Q You allege that Mr. Bell presented  
19 orders as proposed orders without a request from  
20 the Court. What do you have to support that  
21 allegation?

22 A Because I never -- because at the end  
23 the hearing, the judge said he advised the  
24 parties of his ruling, and Judge Dukes' normal  
25 procedure is when he's ready to -- if he doesn't



1 want to draft the order himself, he'll ask  
2 opposing counsels to submit proposed orders. Or  
3 if he knows he's going to rule in a particular  
4 party's favor, he'll say prepare me an order  
5 along these lines; these are findings of fact,  
6 conclusions of law et cetera.

7 Q Mr. Bell has filed a group of e-mails  
8 with the Court as an attachment to an affidavit  
9 that shows his communication with the Court  
10 saying that following the hearing, there had  
11 been no communication from you as to resolution  
12 of the case, and the judge wrote back, prepare  
13 an order, and Mr. Bell prepared an order and  
14 sent it to him by e-mail. And those e-mails  
15 purport to copy you, but I think there's some  
16 issue with the e-mail address?

17 A Yes. The judge didn't ask him to  
18 prepare an order. He solicited the judge  
19 consent to do so, you know, if you'd like to,  
20 I'll go ahead and prepare the order.

21 Q Okay. And the judge wrote him back and  
22 said prepare an order?

23 A That's what he said, yes.

24 Q Okay. So in your pleadings you  
25 suggest --



1           A     All right, let me answer this part  
2     right here. See right here on this motion  
3     thing --

4           Q     Right.

5           A     -- they have my correct e-mail address.  
6     This is their filing. On the e-mail that they  
7     sent me --

8           Q     Wait a minute, that's a Form 4; that's  
9     a court form.

10          A     Right, because they filled out the  
11     form. So they had my correct e-mail address.

12          Q     All right. You're looking at Exhibit  
13     Number 3 that has your e-mail address on it?

14          A     Right.

15          Q     You assumed that this was prepared by  
16     Mr. Bell's law firm?

17          A     Right, it was.

18          Q     How do you know?

19          A     His name is on it.

20          Q     Your name is on it as well.

21          A     But they prepared it. They signed it.

22          Q     How do you know that they prepared and  
23     signed it?

24          A     Right there (indicates).

25          Q     Okay, I see that. But in your



1 pleadings you allege that the judge unwillingly  
2 signed the final order in this matter, which is  
3 attached as Exhibit 1 to your complaint?

4 A In other words, assuming I had been  
5 provided a copy. So what the judge, the  
6 master-in-equity is saying is, I haven't heard  
7 from Charles Houston so therefore he must not  
8 have any objections to this order as it's been  
9 submitted to me.

10 Q Okay. That's not what your pleadings  
11 say, though, is it?

12 A That's the intended thought. As to my  
13 exact wording, I'd have to go back and review  
14 that.

15 Q Okay. Because your pleadings  
16 suggest -- and we'll look at those in a  
17 minute -- that the judge saw it on his desk,  
18 thought he had requested it and unwittingly  
19 signed it?

20 A All right. That would be correct to  
21 that extent. But at the time that I wrote it, I  
22 had no knowledge of this communication.

23 Q All right. So now that you have  
24 knowledge of the communication and you see where  
25 it was requested by the judge, you're saying



1     that your complaint about the process is you did  
2     not have an opportunity to make comments on the  
3     record?

4           A     Right.

5           Q     And, therefore, the judge thought that  
6     you agreed with the order?

7           A     Right.

8           Q     Yes?

9           A     Yes.

10          Q     That was the final order.  You're  
11     making the same complaints that you weren't  
12     provided with a copy of the proposed order on  
13     Judge Kinard's order?

14          A     Right.  Again, if you notice, there's  
15     no certificate of service attached to that.

16          Q     But you didn't know about Judge  
17     Kinard's order until a couple months ago?

18          A     Right.

19          Q     You also complain that you were not  
20     served with copies of the orders.  I understand  
21     what you're saying about Judge Kinard's order.  
22     You weren't served with a copy of the final  
23     order?

24          A     No, I did receive a copy of the final  
25     order.



1 Q You were served with a copy of that?

2 A I was. I was served or I heard about  
3 it and got a copy, but I had knowledge of it  
4 because I filed an appeal on it.

5 Q Well, first, you filed a motion to  
6 reconsider?

7 A A motion to reconsider, right.

8 Q All right. And that was timely filed?

9 A Right.

10 Q And then you filed an appeal?

11 A Uh-huh (affirmative).

12 Q Your motion to reconsider contains a  
13 lot of the arguments that you're arguing in  
14 these pleadings, doesn't it?

15 A Yes, it does, some.

16 Q Okay. So the judge heard and ruled on  
17 those already?

18 A He ruled on the issues presented in  
19 the --

20 Q Motion to reconsider?

21 A Motion for reconsideration, right.

22 Q You say that the Court considers  
23 matters that were not in evidence?

24 A That would be the materials placed in  
25 the file after the hearing.



1           Q     How do you know the Court considered  
2     those?

3           A     I don't know for sure.

4           Q     Okay. So you've made that assumption?

5           A     (Nods head in the affirmative.)

6           Q     You allege the Court acted beyond its  
7     authority; you call it ultra vires conduct on  
8     the part of the Court. Explain that one. Tell  
9     me what your facts are to support that claim.

10          A     The Court of equity has broad --  
11     jurisdiction covers a broad area and the  
12     master-in-equity is given broad authority in  
13     drafting or providing remedies. However, this  
14     one goes beyond the threshold limit in that in  
15     this one, to give another party unbridled  
16     discretion when it pertains to the rights of  
17     other co-owners and without submitting any  
18     rational basis for doing so, it goes beyond the  
19     jurisdiction of the master-in-equity. It's just  
20     as if the master-in-equity wanted to impose a  
21     criminal sanction on someone or criminal  
22     sentence on someone. He doesn't have the power  
23     to do so.

24          Q     So your argument is that on its face  
25     the order was invalid?





1           A     Right.

2           Q     That the Court acted beyond its  
3     authority in giving going your sister the  
4     ability to sell this property?

5           A     Unilaterally, yes.

6           Q     Unilaterally?

7           A     Right.

8           Q     Without approval by the Court or review  
9     by the Court?

10          A     Well, especially where there's no  
11     provision made for the Court to approve it.

12          Q

13                 All right. So no Court approval of the  
14     sale is part of the ultra vires -- it went  
15     beyond the ability of what any court should be  
16     able to do?

17          A     Right.

18          Q     You say your sister was not qualified  
19     to sell this property. Explain that.

20          A     What I'm saying is no testimony was  
21     taken as to her qualifications.

22          Q     Okay. You filed an appeal in this  
23     matter after the Court denied your motion to  
24     reconsider. Why did you not follow through on  
25     the appeal?



1           A     Two reasons. Number one, as I  
2     mentioned taking this deposition, I had just  
3     been involved at that time with the issue with  
4     the court of appeals on perfecting the appeal  
5     without having the complete transcript of the  
6     proceedings in the circuit court and how  
7     difficult it is to perfect an appeal without a  
8     complete transcript of record. This had been  
9     filed as a disciplinary proceeding and I didn't  
10    want to add any more fuel to the fire at that  
11    particular time; that's why.

12                The second thing was I thought I had  
13    the same card that the sale would have too be  
14    approved by the judge.

15           Q     So you didn't continue with the appeal  
16    because you couldn't get a complete record?

17           A     Right.

18           Q     But you also said because of what was  
19    going on with your disciplinary matter?

20           A     Right, there wasn't any transcript  
21    available.

22           Q     There was no transcript of Judge  
23    Kinard's hearing available?

24           A     Right.

25           Q     There was a transcript of the



1 master-in-equity's hearing available?

2 A I would hope so, yes.

3 Q All right. But you didn't ask for  
4 that?

5 A No.

6 Q So the transcript that wasn't available  
7 was Judge Kinard's?

8 A Right.

9 Q All right. But you said and you told  
10 me that on its face this order was invalid; that  
11 the Court said on its face it was wrong; that  
12 the ultra vires, as you call it, order of the  
13 Court is not value on its face?

14 A Right.

15 Q Why didn't you continue with that  
16 appeal? Because you didn't need a record for  
17 that if the face of the order shows that it's  
18 invalid. Why didn't you continue with your  
19 appeal on that point?

20 A You know, sometimes when you take an  
21 appeal, you are somewhat selective, you know,  
22 bringing every issue.

23 Q In your pleadings you suggest that the  
24 order, the final order in this matter was  
25 procured by fraud. Do you remember alleging



1 that?

2 A Yes.

3 Q Tell me what you're talking about  
4 there.

5 A There was no communication received by  
6 me pertaining to the issuance of that order, and  
7 there was a matter of the materials being placed  
8 in the file after the hearing.

9 Q Okay. Do you understand what the  
10 elements of fraud are? Do you know what the  
11 elements of fraud are?

12 A Yes.

13 Q Okay. So you've described an act --  
14 run me through how each one of those acts, the  
15 procuring the order without notifying you and  
16 putting information in the record, how was that  
17 a fraud? Who committed the fraud?

18 A The attorney would have committed it.

19 Q So you're saying that Mr. Bell  
20 committed the fraud?

21 A Right.

22 Q Was the Court complicit in the fraud?  
23 Are you suggesting that the Court was fraudulent  
24 in its activities?

25 A No.



1 Q Just Mr. Bell?

2 A Right.

3 Q All right. Run me through the elements  
4 of fraud as to why you think that -- fraud is a  
5 pretty serious allegation. Why do you think Mr.  
6 Bell is responsible and committed fraud?

7 A One is the misrepresentation. When  
8 Judge -- the master-in-equity received it, the  
9 representation was that all parties had been  
10 provided a copy. That was false. It was  
11 immaterial.

12 Q Okay. Go down the rest of them. And  
13 the other ones?

14 A It include them.

15 Q Okay. You say the master lacked  
16 subject matter and personal jurisdiction in this  
17 matter.

18 A That goes back to Judge Kinard's order,  
19 not knowing that the order of reference had been  
20 filed, and by the fact that in the final order  
21 no reference is made to an order of reference,  
22 which is usually the first thing you put in the  
23 other. This matter came to be heard before me  
24 at such and such a date, you know, from the  
25 order of reference issued such and such a date;



1 that's actually from the order.

2 Q Your complaint which is Exhibit Number  
3 1 to your deposition, let's go to paragraph 34.  
4 The second sentence reads, Even if the  
5 master-in-equity is rightfully within his  
6 competence in considering an issue, there are a  
7 variety of actions that may be taken which may  
8 be considered abusive. What conduct of the  
9 master-in-equity of Beaufort County do you  
10 consider to be abusive in this case?

11 A For one, he appointed my sister as  
12 the -- granting her the authority to bind the  
13 others as to the price that the property would  
14 be sold for.

15 Q Anything else?

16 A That was the gravamen of it.

17 Q I'm just asking you if there are any  
18 other facts --

19 A No, that was the ultra vires act, just  
20 appointing her.

21 Q Let's go through these very quickly, if  
22 we can. Go to your first cause of action, which  
23 starts at paragraph seven. Paragraph seven, you  
24 style the cause of action as a collateral attack  
25 in petition to vacate and void judgment in the



1 case. So that cause of action would be against  
2 all the defendants in this matter?

3 A Right.

4 Q All right. The second cause of action  
5 said the master-in-equity had no authority and  
6 lacked jurisdiction to change or modify the  
7 prior order of the Court. That's against all  
8 parties?

9 A Right.

10 Q All right. Third cause of action, due  
11 process violations, and in that action you seek  
12 damages?

13 A Uh-huh (affirmative.)

14 Q Which defendants are those claims  
15 against? You only got three defendants; you got  
16 Mr. Bell, his law firm, and my client that  
17 purchased the property, the partition. Are you  
18 saying that my client is responsible to you for  
19 damages for due process violations?

20 A No, no.

21 Q Okay. Fourth cause of action, ultra  
22 vires ruling of master-in-equity without  
23 requiring judicial approval of sale. That's  
24 against all the defendants, right?

25 A Right.



1 Q The fifth cause of action --

2 A Let me, if I may, clarify something  
3 right here. Your client is a necessary party  
4 because this is like an action to clear title,  
5 and what I understand is that the order, which  
6 was the foundation for the deed being granted,  
7 is defective.

8 Q Okay. And so for cessation of  
9 modification of a deed to quiet title for the  
10 fifth cause of action, that does affect my  
11 client?

12 A (Nods head in the affirmative.)

13 Q The sixth cause of action, for wrongful  
14 ouster as to the defendant, Dean B. Bell, and  
15 law Office of Dean B. Bell, L.L.C., are you  
16 looking for any relief for wrongful ouster  
17 against my client.

18 A I think your client was included in  
19 that.

20 Q All right. Well, I want to know how.  
21 Who did the unlawful ejectment and ouster of you  
22 from the property?

23 A Your client.

24 Q My client or --

25 A Right, on the theory that the order





1 being void, I never lost possessory interest in  
2 the property, and they came and tore down the  
3 house and the items I left on the property. In  
4 other words, they're like a cotenant. They just  
5 took my sister's place.

6 Q Okay. The seventh cause of action --

7 A I'm not in any manner attacking the  
8 validity of the interest they transferred to  
9 your client.

10 Q Okay. The seventh cause of action,  
11 waste against Hammel Properties. Tell me what  
12 about this waste cause of action. Waste to the  
13 improvements, what's that?

14 A They tore down the house.

15 Q All right. Plunder?

16 A There were possessions left there under  
17 the house, which when they brought the bulldozer  
18 and threw it on the truck were gone forever.

19 Q So when you left the premises, you left  
20 some of your property on the premises?

21 A A couple of vehicles, yes.

22 Q All right what else?

23 A And a boat.

24 Q Two vehicles and a boat. Tell me what  
25 the vehicles were.



1           A     There was a 1999 Chevrolet Tahoe and a  
2     1979 Chevy Blazer, and a 12-foot -- I think it  
3     was 13-foot Boston Whaler.

4           Q     Did the Tahoe operate? Was it running?

5           A     No.

6           Q     What was its value?

7           A     I have no idea?

8           Q     You don't know? What was its  
9     condition?

10          A     It was under repairs because we had  
11     just gotten a half block, and a half block was  
12     under the house to be installed in it.

13          Q     Okay. So the half block was taken as  
14     well?

15          A     Right.

16          Q     All right. So we got the half block,  
17     the Tahoe, the Blazer, and the 13-foot whaler;  
18     anything else?

19          A     There were other things but, I mean,  
20     that's -- I'd have problems going back to try to  
21     describe them.

22          Q     Well, now is my chance to find out. I  
23     don't want you to show up at trial and start  
24     talking about the gold bullion that was  
25     underneath the house.



1           A     If there's anything else that I haven't  
2     described, I will inform you of, but I think  
3     those were the three basic things.

4           Q     All right.  Tahoe, you don't know what  
5     its value was?

6           A     No, I don't specifically recall its  
7     value.

8           Q     Less than \$5,000?

9           A     That would be fair.

10          Q     The Blazer, was it running?

11          A     That's at \$5,000.

12          Q     And was it running?

13          A     It was running, yes.

14          Q     Okay.

15          A     It had been damaged, though.

16          Q     What kind of damage?

17          A     Front end damage.  It had been involved  
18     in an accident.

19          Q     The 13-foot whaler, what kind of motor  
20     did it have on it?

21          A     It had a -- I forget the horsepower.  
22     It was an outboard motor.

23          Q     Who made it?

24          A     Evinrude, I believe.  Mercury, Mercury.

25          Q     Do you know what year it was?



1           A       It was an older boat. It was -- I have  
2       the registration for it. I'll provide you with  
3       it. But it was like a '79, '80.

4           Q       Mercury. What about the whaler, what  
5       year was the whaler?

6           A       Yeah, that's what the whaler was.

7           Q       But the motor and the boat necessarily  
8       aren't the same year.

9           A       No, the motor wasn't as old as the  
10      boat.

11          Q       Okay, a newer motor. What about the  
12      half block, what was its value?

13          A       Something leak \$350, \$500, something  
14      like that.

15          Q       Why did you leave the boat and the two  
16      cars and half block, why did you leave them at  
17      the premises?

18          A       Because I was in Texas at the time.

19          Q       Okay. So tell me what happened when  
20      you said that you were -- the words you used  
21      were unlawfully ejected from the property; what  
22      happened?

23          A       Because the Court order said I had to  
24      move.

25          Q       All right. Was there an eviction



1 action that was filed against you?

2 A No.

3 Q Was there an eviction action filed  
4 against anyone who was using the property under  
5 your name?

6 A There wasn't anyone using the property  
7 under my name but used it at my invitation.  
8 There was an eviction of Michael Walters.

9 Q Okay. And you appeared in court and  
10 said that he wasn't a tenant, he was a guest?

11 A Right.

12 Q And couldn't be evicted?

13 A No, I didn't say that he couldn't be  
14 evicted; I said that he was leaving.

15 Q Okay. When they filed that eviction  
16 action and made your guest leave the property,  
17 in an effort to make your guest leave the  
18 property, why didn't you take that property with  
19 you at that point in time, the two vehicles, the  
20 boat and the block?

21 A Because I was in Houston and hadn't  
22 made arrangements to transport it yet.

23 Q Did you come back and appear for the  
24 eviction action?

25 A Yes.



1           Q     Why didn't remove the two vehicles, the  
2 boat and the block at that point in time?

3           A     Because you can't move them at the same  
4 time. You know, one is not movable and the cost  
5 considerations.

6           Q     So you left them at the property?

7           A     Yes.

8           Q     That you had been evicted from?

9           A     No, I never been evicted --

10          Q     Or that you had been ejected from?

11          A     Right, by the order.

12          Q     Okay. Theft, what theft was there? Is  
13 that the same thing?

14          A     (Nods head in the affirmative.)

15          Q     All right. What about disparagement,  
16 what is your disparagement claim?

17          A     That's pretty much a word of art.

18          Q     All right. Well, how were you using  
19 that word of art in your pleadings? I want to  
20 know if there's anything else other than the  
21 plunder -- or the the taking of this personal  
22 property and the removal of the improvements to  
23 the property. Are you saying that there are any  
24 other damages that my client is responsible to  
25 you for?



1           A     No.

2           Q     So is just the removal of the house?

3           A     The destruction of the house --

4           Q     And then the personal property?

5           A     Right.

6           Q     That's it?

7           A     That's it.

8           Q     In the filing of this action, were you

9     aware that my client was no longer the owner of

10   this property?

11          A     No.

12          Q     Before filing the action, did you

13   search through records to determine who was the

14   owner of the property?

15          A     No.

16          Q     So you weren't aware that on May 22nd

17   of this year, 2018, B. Hammel Properties, L.L.C.

18   sold this property to DMS Funding 1, L.L.C.?

19          A     No, I wasn't aware of that. What date

20   was that?

21          Q     Well, it was recorded June 4, 2018, and

22   it's dated the 22nd of May 2018, both of which

23   dates were before the filing of your complaint.

24                 Did you file a lis pendens --

25          A     Yes, I did.



1 Q -- in connection with this?

2 A Right.

3 Q Why didn't you join your sisters as  
4 parties to this action?

5 A Because my position is that there was  
6 nothing wrong with them selling their interest  
7 to your client.

8 Q But if the order gets set aside, then  
9 the transaction to my client gets set aside, and  
10 that's everybody's interest. Aren't they  
11 necessary parties to this action? You're asking  
12 the Court to set aside an order because it's  
13 fraudulent, it's void on its face; and if that  
14 order goes away, then the authority for issuing  
15 the deed goes away. Why wouldn't your sisters  
16 be necessary parties to this action?

17 A Well, because the time that this action  
18 was filed, they had already conveyed their  
19 interest to -- they were the plaintiffs who  
20 brought the action.

21 Q There was an action that you brought  
22 against -- and this, again, is information that  
23 I gathered from Mr. Bell's filing with the  
24 Court. There's an action that you brought on  
25 behalf -- you were the attorney for Todd





1 Houston, as trustee of the Houston-Patterson  
2 Education Trust?

3 A Yes.

4 Q Okay. And that concerned money that  
5 should have been paid to the trust that was not  
6 paid to the trust?

7 A Right.

8 Q All right. The money that should have  
9 been paid to the trust, was that from the sale  
10 of this property?

11 A It was.

12 Q All right. There was a settlement. I  
13 only see two pages of it, but it had you listed  
14 as a party to the settlement as a cotrustee?

15 A Yes.

16 Q All right. So not only were you the  
17 plaintiff in that action -- excuse me, the  
18 attorney for the plaintiff in that action --

19 A I was also a cotrustee.

20 Q You were a cotrustee and you enjoined  
21 in the settlement, which as I understand the  
22 settlement your sisters agreed to pay money to  
23 the trust from the sale of the property and  
24 actually did pay money to the trust?

25 A But not from the sale of the property.



1           Q     Well, the amount was determined from  
2     what they should have received from the sale of  
3     the property?

4           A     Well, I think the amount was determined  
5     by the court order.

6           Q     Okay. The court order that you're now  
7     challenging, right?

8           A     Yes.

9           Q     All right. There was also some  
10    information about a grievance that was filed  
11    against Dean Bell and his law firm with the  
12    Office of Disciplinary Counsel. It was signed  
13    by Todd E. Houston, as trustee. Were you  
14    involved in preparing that filing?

15          A     I reviewed it.

16          Q     Okay. Did you participate at all in  
17    those proceedings?

18          A     No, there wasn't any participation on  
19    my part.

20          Q     There was a request for a full panel  
21    review after the claim was dismissed. Were you  
22    involved in that request?

23          A     No, there was no -- full panel review  
24    or a review by the commission on lawyer conduct;  
25    I don't recall exactly which one it was, but



1     there was a review.

2           Q     Okay.  Is Todd E. Houston your son?

3           A     He is, yes.

4           Q     All right.  Is he a lawyer?

5           A     No, he's not.

6           Q     So he looks to you for legal advice?

7           A     In some instances, yes.

8           Q     Did he look to you for legal advice in  
9     his decision to file this grievance complaint  
10    with the Office of Disciplinary Counsel?

11          A     He provided me a copy of what he sent  
12    in, yes.

13          Q     Okay.  You didn't help draft this?

14          A     Not other than saying, you know, I  
15    think you got all the salient points in or you  
16    might want to state it this way rather than that  
17    way.

18          Q     Okay.  What about the request for the  
19    review of the decision to dismiss the appeal,  
20    did you advise him on that?

21          A     Well, no, because that was in the  
22    letter from the ODC mentioned in the review.

23          Q     What was in the letter from the ODC?

24          A     That that appeal could be taken.

25          Q     Okay.  And so --



1 A So he picked up on that.

2 Q He didn't ask you for your advice on  
3 that?

4 A No.

5 Q Were you interviewed by the ODC?

6 A No.

7 Q Were you interviewed by anybody that  
8 was investigating the grievance?

9 A No.

10 Q So the only thing you know is this  
11 initial letter that he filed, you reviewed it?

12 A (Nods head in the affirmative.)

13 Q And that's the only thing that you had  
14 to do with that?

15 A Right.

16 MR. MOORE: Now, I would like to  
17 take a break.

18 (Whereupon, a short break  
19 ensued.)

20 DIRECT EXAMINATION

21 BY MR. TAYLOR:

22 Q Mr. Houston, my name is Tom Taylor.

23 You and I have met over the years, as you know.

24 Mr. Houston, I am involved in this case because  
25 some of the claims that were made in your



TAYLOR - HOUSTON (DIRECT EXAMINATION)

1 complaint against B. Hammel Properties are not  
2 necessarily covered by the title insurance and,  
3 therefore, I have a few questions to ask you.  
4 You don't mind, do you?

5 A No.

6 Q Very good. Mr. Houston, first, I need  
7 to ask a couple questions just to establish a  
8 little bit about you personally that were not  
9 asked at the beginning. First, today, how old  
10 are you, sir?

11 A 77.

12 Q All right. As we sit here today, Mr.  
13 Houston, are you under the influence of any type  
14 of prescription medication that would in any way  
15 impact your testimony?

16 A No, sir.

17 Q Have you heard and understood all of  
18 the questions that Cliff asked you earlier  
19 today?

20 A I have.

21 Q All right. And have you given the best  
22 truthful answers that you can to those  
23 questions?

24 A Yes, I have.

25 Q All right. Is there any reason that



TAYLOR - HOUSTON (DIRECT EXAMINATION)

1 your testimony given today would not be  
2 perceived by you to have been truthful and as  
3 accurate as possible?

4 A No.

5 Q All right. You have performed, I am  
6 sure, over the course of your career title  
7 examinations, right?

8 A Yes, I have.

9 Q All right. Did you endeavor to perform  
10 a title examination on this property in question  
11 before filing this lawsuit?

12 A No, I didn't.

13 Q How did you know, then, that B. Hammel  
14 Properties owned it?

15 A From the deed.

16 Q From the deed that you had seen where?

17 A That I had been provided with.

18 Q All right. And you did not endeavor to  
19 look before filing the complaint in this action  
20 to see if B. Hammel Properties, L.L.C. still  
21 owned the property; correct?

22 A No, I didn't.

23 Q Okay. Did you either individually, or  
24 as a trained lawyer at that point in time,  
25 consider the fact that you probably should have



TAYLOR - HOUSTON (DIRECT EXAMINATION)

1 looked to see who owned the property at the date  
2 you filed the lawsuit?

3 A That would be the preferred practice,  
4 yes.

5 Q Was there any reason that you could not  
6 have performed such a title examination at that  
7 point in time had you chosen to do so?

8 A The only thing was I was out of state  
9 at the time that I filed it and I didn't have  
10 access to the Court records, other what's  
11 provided on the --

12 Q On the property map?

13 A Right.

14 Q Okay. Mr. Houston, what did you  
15 understand would be the result of your filing of  
16 a lis pendens on July 31, 2018 in this matter?

17 A Well, a lis pendens is required to give  
18 anybody with an interest or a potential interest  
19 in the property notice that a suit has been  
20 filed that could affect the title to the  
21 property.

22 Q All right. And did you know and  
23 understand, based upon your background and years  
24 of experience, that the lis pendens would tie up  
25 and basically would cloud the title on the



TAYLOR - HOUSTON (DIRECT EXAMINATION)  
property?

1

2           A     That is an effect of a lis pendens,  
3     yes, and its intended purpose.

3

4           Q     All right. When did you come to learn,  
5     if at any time before today, that this property  
6     is currently owned by another entity, or was  
7     today the first day that you've ever learned  
8     that?

8

9           A     Right.

9

10          Q     Mr. Houston, have you ever consulted,  
11     during the course of this lawsuit, with an  
12     attorney for purposes of receiving legal advice  
13     in this matter?

10

11     during the course of this lawsuit, with an  
12     attorney for purposes of receiving legal advice  
13     in this matter?

13

14          A     No, I haven't.

14

15          Q     You handled it all on your own?

15

16          A     Yes, I have.

16

17          Q     Literally, Mr. Houston, what computer  
18     do you use to conduct things such as the  
19     drafting of this lawsuit? Do you have a  
20     computer at your home or your office?

17

18     do you use to conduct things such as the  
19     drafting of this lawsuit? Do you have a  
20     computer at your home or your office?

20

21          A     At my home.

21

22          Q     All right. What kind of computer is  
23     it?

22

24          A     Laptop.

23

25          Q     All right. What kind; a Dell, a

25





TAYLOR - HOUSTON (DIRECT EXAMINATION)

1       Lenovo, what?

2           A       Lenovo.

3           Q       All right. How long have you had that  
4       particular computer?

5           A       I'll think of it in a minute. I'll  
6       come back to it, but I've had it for some time.

7           Q       All right. Well, the computer that you  
8       are currently using today, is it the same  
9       computer that you used to draft the lawsuit that  
10      we're here about, or have you changed computers?

11          A       That lawsuit was drafted in what --

12          Q       July of 2018, it would appear. So  
13      that's been six months ago.

14          A       I can't remember specifically because I  
15      still use that old computer, but I can't recall  
16      the exact date that I got the new one because my  
17      son gave it to me. I think it was sometime  
18      during the summer that I got the new one.

19          Q       Well, what I'm inferring from your  
20      testimony is that you do have a relatively new  
21      computer now, but the one that you used prior to  
22      it is also in your possession?

23          A       Yes.

24                   MR. TAYLOR: For the record, and  
25      I'd like to ask Mr. Houston, please do



TAYLOR - HOUSTON (DIRECT EXAMINATION)

1 not destroy the earlier one or let  
2 anything happen to that until this  
3 litigation is done; would that be all  
4 right?

5 THE WITNESS: All right.

6 BY MR. TAYLOR:

7 Q You talked about the Chevy Tahoe and  
8 the Blazer that you contend were lost or  
9 destroyed somehow. Tell me whose name were each  
10 of those in.

11 A My name.

12 Q Okay. I would assume then that you  
13 still have the titles?

14 A Yes.

15 Q And did you file any type of police  
16 report whatsoever?

17 A Let me correct that. In reference to  
18 the Tahoe, there had been a lien on that Tahoe  
19 by a finance company, but a mechanic shop had  
20 done some work on the Tahoe and they filed an  
21 action against the vehicle and the order was  
22 issued giving them title to the Tahoe.

23 Q So you had no ownership in the Tahoe at  
24 the time it was allegedly taken or destroyed?

25 A No, because then I acquired it back



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1 from the mechanic but I hadn't recorded the bill  
2 of sale to have the title transferred to me.

3 Q Okay. So I can try to be clear on that  
4 because I'm not sure that I follow the  
5 discussion. At the time that you allegedly  
6 lost -- well, first, let me ask this: Do you  
7 know literally who supposedly took the Tahoe and  
8 the Blazer?

9 A Yes.

10 Q Who?

11 A I forgot his name but he owns the  
12 theater here on Hilton Head. He was a friend of  
13 B. Hammel Properties and he was the one that had  
14 the tow truck from Hardeeville come over and  
15 pick them up.

16 Q Okay. How do you know that, Mr.  
17 Houston? You weren't here, were you?

18 A No, that's how I found out that the  
19 property had been sold, because I came here and  
20 my things were gone.

21 Q I understand. My question is, how do  
22 you know about this tow truck store with the  
23 friend from the movie theater?

24 A Because I been over there and seen it,  
25 seen the property.



TAYLOR - HOUSTON (DIRECT EXAMINATION)

1 Q Been over where?

2 A Hardeeville.

3 Q I'm being unartful in my questions and  
4 I'm sorry. I'm really trying --

5 A And I spoke with the gentleman who owns  
6 the movie theater, who had it towed over there.

7 Q All right. And if his name comes to  
8 you -- you're talking about David Fedor, are  
9 you, from years ago?

10 A No. The one up in, what they call it,  
11 Park Avenue --

12 Q Park Plaza.

13 A The move theater in Park Plaza.

14 Q It's the Manns who own that now.

15 Again, I don't want to testify for you. All I'm  
16 trying to establish is an understanding as to  
17 how you are making the accusation that someone  
18 associated with B. Hammel Properties is  
19 responsible for the absconding of the Tahoe and  
20 the Blazer, and I believe basically that you've  
21 heard that, and I think you now testified that  
22 you also had it admitted to you by the person  
23 who did it, supposedly?

24 A Right.

25 Q And whose name you can't remember right



TAYLOR - HOUSTON (DIRECT EXAMINATION)  
now?

1

2           A     No, but I can identify that they were  
3     the owner of the theater.

4           Q     Okay. Did you file a police report or  
5     any other type of claims regarding the lawsuit  
6     of the Tahoe or the Blazer?

7           A     I didn't file a report because when I  
8     called -- I think I called the sheriff's  
9     department and they said that when they came out  
10    there, the man showed them that they had a deed  
11    to the property.

12          Q     Yes, sir. Did you file --

13          A     That's when I found out the property  
14    was sold.

15          Q     Did you file any type of insurance  
16    claim and get any type of reimbursement for  
17    either of those vehicles?

18          A     No, I didn't.

19          Q     Okay. Do you have a dollar figure that  
20    you assert is the valuation of the loss of the  
21    structure from the property that you've alleged  
22    earlier was bulldozed or torn down?

23          A     There was an appraisal done on the  
24    property about two or three years prior to the  
25    sale and that would be the -- and one of the



TAYLOR - HOUSTON (DIRECT EXAMINATION)

1 problems that the appraiser had was that there  
2 weren't comparable properties in the area in  
3 which to compare it with. You know, the house  
4 was, I think, a 2,200-square-foot house and was  
5 built in 1990.

6 Q Who had the appraisal performed; you?

7 A I forget the name of the appraiser.

8 Q No, who had it performed? Did you ask  
9 for it to be appraised or did someone else is my  
10 question, Mr. Houston.

11 A I think someone else.

12 Q All right. And why would that have  
13 been?

14 A I'm trying to recall.

15 Q All right. Do you know who the  
16 appraiser was?

17 A I don't recall.

18 Q Do you have a copy of the appraisal  
19 somewhere in your records?

20 A I don't have it. But it was -- the  
21 appraisal was done -- I don't know whether the  
22 trust had it appraised, because it was in the --  
23 when my father died, it was placed in trust with  
24 First Federal, and I'm trying to think whether  
25 or not it was First Federal that had the



TAYLOR - HOUSTON (DIRECT EXAMINATION)  
1 property appraised.

2 Q Was the house and property owned by  
3 your father?

4 A Yes, it was.

5 Q Was it part of his estate when he died?

6 A Yes.

7 Q What year did he die?

8 A He died in 2011, '10 or '11.

9 Q Okay. What was the amount of the land  
10 in the estate; what was the land assigned value  
11 of in the estate?

12 A I'd have to look at the tax records at  
13 that time.

14 Q What was your father's full legal name?

15 A Charles E. Houston, Sr.

16 MR. TAYLOR: That's all I have.

17 MR. MOORE: I just have one  
18 follow-up question.

19 REDIRECT EXAMINATION

20 BY MR. MOORE:

21 Q Did the eviction, the attempted  
22 eviction that Mr. Bell filed to try to get your  
23 guest out of the house, did that occur before or  
24 after the vehicles were missing?

25 A Before.



MOORE - HOUSTON (REDIRECT EXAMINATION)

1 Q So the eviction occurred before?

2 A Uh-huh (affirmative).

3 Q But, yet, you say that you only  
4 discovered the sale of the property when your  
5 vehicles had been taken. Didn't you discover  
6 the property had been sold when the eviction was  
7 filed?

8 A No, because I don't think it had been  
9 sold at that time.

10 Q Okay. So you were being evicted before  
11 the property was sold to B. Hammel?

12 A I never was evicted. Michael Walters  
13 was evicted, because he remained in the house  
14 after I moved to Houston?

15 Q All right. So the ouster that you're  
16 alleging occurred before the transfer of  
17 property to my client?

18 A Right.

19 Q Okay. So my client -- let's go back to  
20 my questions about the ouster, because you said  
21 my client was somehow responsible for the  
22 ouster?

23 A Well, no, your client wouldn't have  
24 been responsible until the time of the order.

25 Q The time --





MOORE - HOUSTON (REDIRECT EXAMINATION)

1           A       From the issuance of the order when  
2       they took possession.

3           Q       Of the deed?

4           A       Of the deed, right.

5           Q       Not the order?

6           A       Then the ouster would have commenced.

7           Q       But the ouster had already been  
8       accomplished? They had already taken the  
9       property? They you moved you out, taken your  
10      personal property, tried to move your guest out,  
11      your guest left voluntarily, and then the deed  
12      occurred, right?

13          A       Well, the thing was I could have stayed  
14      there, just that I would have had to pay  
15      additional -- because of that order I would have  
16      had to pay additional rent.

17          Q       Okay. So you're saying the ouster did  
18      not occur until the deed was issued?

19          A       Right.

20          Q       You don't consider the ouster to have  
21      occurred by the earlier efforts of Mr. Bell to  
22      get possession and control of the property for  
23      his clients?

24          A       No.

25               MR. MOORE: All right. I think



MOORE - HOUSTON (REDIRECT EXAMINATION)  
1 we're done.

2 (Whereupon, the witness  
3 expressly waived the right to  
4 read and sign the deposition  
5 transcript.)

6 (Whereupon, the deposition of  
7 Charles E. Houston, Jr. was  
8 concluded at approximately  
9 3:27 p.m.)

10  
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1 C E R T I F I C A T E

2

3 STATE OF SOUTH CAROLINA:

4 BEAUFORT COUNTY:

5

6 I, Cathy M. Knoettner, Certified Court  
7 Reporter and Notary Public in and for the above  
8 county and state, do hereby certify that the  
9 foregoing testimony was taken before me at the time  
10 and place hereinbefore set forth; that the witness  
11 was by me first duly sworn to testify to the truth,  
12 the whole truth, and nothing but the truth, that  
13 there upon the foregoing testimony was later reduced  
14 by computer transcription; and I certify that this is  
15 a true and correct transcript of my stenographic  
16 notes so taken.

17 I further certify that I am not of counsel  
18 to either party, nor interested in the event of this  
19 cause.

20

21

*Cathy Knoettner*

22

23

Cathy M. Knoettner, CCR

24

Notary Public

25

Beaufort, South Carolina



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STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

)  
) IN THE COURT OF COMMON PLEAS  
)

Charles E. Houston, Jr.,

PLAINTIFF,

v.

Dean Bell, et al.,

DEFENDANT.

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)  
) **TRANSCRIPT OF HEARING**  
) 2018-CP-07-1559  
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)  
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Beaufort County Courthouse  
June 10, 2019

BEFORE:

HONORABLE EDGAR W. DICKSON, PRESIDING JUDGE

APPEARANCES:

Mr. Charles E. Houston, Jr., Plaintiff  
Pro Se

Dean B. Bell, Esquire  
W. Cliff Moore, III, Esquire  
Thomas Calvin Taylor, Esquire  
Attorneys for Defendants/Defendant

Melissa R. Singletary  
Certified Verbatim Reporter



1           The Court: This is Houston versus Bell?

2           Mr. Bell: Yes sir, that's correct, Your Honor.

3           The Court: Okay.

4           Mr. Houston: Good afternoon, Your Honor.

5           The Court: Hey, how are you?

6           Mr. Houston: Quite well, sir.

7           The Court: All right.

8           Mr. Houston: Which order did you want to proceed  
9 with? There are different motions?

10          The Court: Well, that's an excellent question. If I  
11 did them in order of the way they were filed, Mr. Houston  
12 --- are you Mr. Houston?

13          Mr. Houston: Yes sir, I am.

14          The Court: Hey Mr. Houston, how are you?

15          Mr. Houston: Quite well, Your Honor.

16          The Court: You filed the first Motion to Add a  
17 Party, it looks like.

18          Mr. Houston: Yes.

19          The Court: And then followed by a Motion for Summary  
20 Judgement by Hammel Properties, followed by a Motion for  
21 Summary Judgement by Mr. Bell.

22          Mr. Bell: That's correct, Your Honor.

23          Mr. Houston: And also a Motion to Compel.

24          The Court: Yeah, and then a Motion to Compel by you.  
25 Did you get my paperwork on the motions to compel? My

1 admin sends out a, if there's a Motion to Compel, I need  
2 an affidavit dealing with the attempts to resolve the  
3 Motion, statement of services rendered detailing the  
4 times and fees generated pursuant to discovery, a brief  
5 proposed Order granting the relief with blanks for  
6 rewards and court costs, and timely served on the  
7 opposing party prior to hearing.

8 Mr. Houston: I didn't receive that, Your Honor. I  
9 can prepare it for you if we can continue the matter on  
10 that:

11 The Court: Okay. Alright, Mr. Houston, do you - are  
12 you an attorney?

13 Mr. Houston: I have been, Your Honor. I'm presently  
14 under suspension and applying for reinstatement.

15 The Court: Okay. Alright. So you're representing  
16 yourself, pro se, in this?

17 Mr. Houston: Yes, Your Honor.

18 The Court: Okay. So, Mr. Houston, what I'm going to  
19 do is I'm going to continue your Motion to Compel, okay?

20 Mr. Houston: Very well.

21 The Court: Alright, so, Gentlemen, do y'all have any  
22 objection to going in the order they were filed, or is  
23 there something else y'all want to do?

24 Mr. Bell: It doesn't matter, Your Honor. Unless  
25 Your Honor wants to hear the Motions for Summary Judgment

1 it may resolve the Motion to Add Additional Parties, Your  
2 Honor. I'm not really sure. It doesn't matter.

3 The Court: Well, I kind of won't know until I hear  
4 it.

5 Mr. Bell: Yes sir, that's correct.

6 Mr. Houston: Your Honor, the Motion to Add an  
7 additional party to my impression ... The party, not to  
8 my knowledge at the time that the lawsuit was filed had  
9 acquired an interest in the property from Defendant  
10 Hammel.

11 The Court: Okay.

12 Mr. Houston: And so it's just a matter of serving  
13 him notice that this litigation is in progress.

14 The Court: Okay, let me just go through everything  
15 as it goes. Alright, Mr. Houston, tell me about --- who  
16 is the person you want to add and you told me, I think,  
17 that they are now part-owner of this property?

18 Mr. Houston: No, no, they are the present owner.

19 The Court: Oh, okay, the present owner. Okay, so  
20 who is the present owner?

21 Mr. Houston: It's on the pleadings, some funding  
22 corporation out of Florida.

23 The Court: Okay. And how did they end up owning  
24 this property?

25 Mr. Houston: They bought it outright for a mortgagee

1 from the Hammel Properties, who's the Defendant in this  
2 action.

3 The Court: From Hammel Properties?

4 Mr. Houston: Hammel.

5 The Court: Yeah, they bought it from them?

6 Mr. Houston: That is correct.

7 The Court: Okay. So Hammel no longer owns it?

8 Mr. Houston: That is correct, Your Honor. And the  
9 Motion is just, you know, to follow this defendants  
10 Amended Complaint and the only thing the Amended  
11 Complaint does is just add them as a Defendant.

12 The Court: Okay.

13 Mr. Houston: And the purpose for that is so that we  
14 won't have to go all over this again.

15 The Court: Okay. Alright, this property, tell me  
16 about the property, Mr. Houston. What is your  
17 relationship with the property?

18 Mr. Houston: The property was --- I was deeded the  
19 property along with my three sisters because we were  
20 tenants in common of this property. It's a three acre  
21 tract on Marshland Road in Hilton Head.

22 The Court: Okay.

23 Mr. Houston: And the ...

24 The Court: You said along with your three sisters?

25 Mr. Houston: Yes, my sisters brought a partition

1 action.

2 The Court: Okay.

3 Mr. Houston: To have the property sold, which I was  
4 opposed to.

5 The Court: And tell me what happened with the  
6 partition action.

7 Mr. Houston: Alright, well, first I'll go ahead and  
8 respond to that.

9 The Court: Okay, well just tell me about it.

10 Mr. Houston: Basically, first of all, there was the  
11 Order of the Master in Equity, which granted another co-  
12 tenant the authority to transfer the interest of the  
13 other co-tenants in the property when the property was  
14 sold. Alright, so I ...

15 The Court: Hold on a second. I just want to make  
16 sure that I just understand. So one of the sisters got  
17 the right to sign the deed for all three of you?

18 Mr. Houston: Right.

19 The Court: Okay.

20 Mr. Houston: And not only to sign the deed, but to  
21 determine who the real estate agent was going to be, what  
22 fee they'll pay the real estate agent, who the closing  
23 attorney's going to be, negotiating a fee with the  
24 closing attorney, and then also decide what price that's  
25 going to be accepted for the property.

1           The Court: Okay.

2           Mr. Houston: Alright, my position is that the laws  
3 of South Carolina did not refer that power to the Master  
4 in Equity. That this was a ultra vires ruling on his  
5 part. That is against the constitution of South Carolina  
6 and the United States constitution, and there's no  
7 statutory or case law authority to purport his actions in  
8 doing that. Given everything else, if everything else  
9 had been properly done in a proceeding, that particular  
10 action, I argue, was improper.

11          The Court: Alright, now Mr. Houston, let me ask you  
12 another question. When the master in equity signed that  
13 order, okay, he did sign an order ...

14          Mr. Houston: He did sign the order, yes.

15          The Court: Okay, did you appeal that order?

16          Mr. Houston: I did appeal it, but the appeal, I  
17 thought, was premature so I withdrew it. I withdrew it  
18 because the property hadn't been sold and the case hadn't  
19 been ended. And the case didn't end until 2015.

20          The Court: So in 2015 was when the house was sold,  
21 the property was sold?

22          Mr. Houston: Yes.

23          The Court: Okay, did you appeal it then?

24          Mr. Houston: No, I brought this collateral attack on  
25 the entire proceeding.

1           The Court: Tell me why you brought a collateral  
2           attack.

3           Mr. Houston: Because I wanted to approach the issue  
4           of who actually owned the title to the property. It was  
5           a collateral attack and an action to quiet title to the  
6           property. And they were facts that came to light after  
7           the previous lawsuit had been completed that made the  
8           basis for the collateral attack. One was the  
9           jurisdictional question of the Master. The other one had  
10          to do with the ...

11          The Court: I'm sorry, you said Magistrate but you  
12          meant jurisdiction of the Master, is that correct?

13          Mr. Houston: Question if the Master in Equity had  
14          jurisdiction.

15          The Court: Okay.

16          Mr. Houston: Now, what had transpired before the  
17          matter was referred to the Master was that there was a  
18          hearing held before the late Judge Kinard on a Motion to  
19          Dismiss and a Motion for Summary Judgement. Judge Kinard  
20          ruled at that hearing that since I was in opposition to  
21          having the property sold, that they could not proceed by  
22          private sale but that they only could proceed by auction  
23          at public sale since I opposed the partition.

24          The second thing that Judge Kinard ordered was that  
25          the other items in their Complaint, such as for rent and

1 who didn't pay the costs for insurance premium, etc.,  
2 that that belonged in the Probate Court. So, he then  
3 ordered the Plaintiffs in that action to amend their  
4 Complaint. That was his Order. They even put that part  
5 in the order themselves. They deleted the other section,  
6 but they included that. Alright. The Plaintiffs never  
7 amended the Order. They perpetrated a fraud on the  
8 Court. The only thing they did was took the same Order,  
9 redated it and refiled it. So when Judge Dukes, Master  
10 in Equity, looks at the file, he said, "Charles, I don't  
11 see anything in here about not calling another judges  
12 Order. I don't see anything in here why we can't proceed  
13 by private sale." And this doesn't appear, going on  
14 appeal right after the case, this actually came up after.  
15 Now, the second thing, after the hearing before Judge  
16 Kinard, the associate in Attorney Dean's office writes a  
17 letter to Judge Kinard with the proposed Order, with his  
18 find, but he didn't send me a copy. And if they did send  
19 me a copy, like the other correspondence, they sent it to  
20 a wrong address, so I never received it. Had I received  
21 the Order, I could've brought it to Judge Kinard. Judge  
22 Kinard, this was not your ruling unless you've changed  
23 it. Because I know the rule in South Carolina is the  
24 judge has the right to change up til the time he signs  
25 the Order to change his mind. But I lost that



1 opportunity, which is a due process denial, to alert the  
2 judge that what was being presented to him was not what  
3 his ruling was. Alright, that's one instance of  
4 extrinsic fraud. The second one occurred after the  
5 hearing before Judge Dukes. Judge Dukes said I'll take  
6 the whole case under advisement. The next thing I know,  
7 there's a Order coming down with his ruling. I said I  
8 don't know anything about this. And first thing, I read  
9 the Order and I said this doesn't sound the way that this  
10 Order's interpreted that Judge Dukes wrote this. So what  
11 I eventually found out was that there had been some ex  
12 parte communications between Attorney Dean's office and  
13 the Master in Equity's office. And when the master in  
14 equity said well, go ahead, if you haven't heard from  
15 Charles, go ahead and submit an Order. But the other  
16 thing was that Judge Dukes was told a lie to induce them  
17 to tell them to go ahead and submit the Order. What was  
18 told to Judge Dukes was that I wasn't cooperating with my  
19 sisters in trying to resolve the purchase price on the  
20 property, which is untrue. My sisters wanted me to pay  
21 them Six Hundred Fifty Thousand Dollars and I wasn't  
22 going to pay that and they sold it for Three Hundred  
23 Eighty-Five. So it wasn't a thing that I wasn't  
24 cooperating, I just wasn't being ridiculous. But anyway,  
25 this was what was reported to Judge Dukes. Alright, now,

1 when Judge Dukes doesn't hear from me, he assumes that I  
2 have seen what Attorney Bell has proposed as an Order.  
3 And I don't have any difficulty with it, which is not the  
4 truth. The extrinsic fraud in the matter is that it was  
5 sent to the wrong email address and the firm had my  
6 correct address. They did this twice. The time they  
7 sent it to Judge Dukes, they sent it to the wrong email  
8 address. And the other time was when they sent the  
9 letter up to Judge Kinard. They used a P.O. box that I  
10 hadn't used for three years. And they had my current  
11 address right on the pleadings, 31 Marshland Road.  
12 There's been several instances where they've cited it  
13 back, you know, Charles Houston 31 Marshland Road.

14 The Court: Okay.

15 Mr. Houston: So, that is basically why I brought the  
16 action, the purpose for the action. My position is that  
17 I still own one-fourth interest in the property because  
18 the judge had no authority to grant my possessory rights  
19 to the property to my sisters.

20 The Court: Thank you.

21 Mr. Houston: The other thing was that the property  
22 was sold without any judicial review of whether or not  
23 the sale was proper or if the sales price was equitable.  
24 My practice, I always know the other party when there's a  
25 partition action to petition the Court, say look, Your

1 Honor, we have an offer for Five Hundred Thousand Dollars  
2 for this property. Here is the evaluation, the appraisal  
3 of the property, here's what the taxes have been on it,  
4 etc., etc, etc. We think this is a fair price. Judge  
5 will have the hearing and say it appears to be  
6 appropriate. Here's the Order approving sale of the  
7 property. Not only the Master in Equity's office, but  
8 same thing with Probate Court. I never even heard any  
9 instances in South Carolina where they say go sell the  
10 property for whatever price you want to sell it. And I  
11 don't want to hear about it anymore.

12 The Court: So let me just ask you. So Hammel  
13 Properties bought this property in a private sale?

14 Mr. Houston: Yes.

15 The Court: And now they've turned around and sold it  
16 again?

17 Mr. Houston: Yes, that's correct, Your Honor.

18 The Court: Okay. Alright, anything else you want to  
19 tell me?

20 Mr. Houston: That's basically --- I'll just go into  
21 further after you've heard from opposing counsel.

22 The Court: Alright.

23 Mr. Houston: Thank you.

24 The Court: Hammel Properties represented by Mister  
25 ...

1 Mr. Moore: Cliff Moore, Your Honor.

2 The Court: Okay.

3 Mr. Moore: And also Tom Taylor, we are both  
4 representing Hammel Properties.

5 The Court: Alright. Mr. Moore, you've got a Motion  
6 for Summary Judgement?

7 Mr. Moore: Yes, Your Honor, and in response to the  
8 Motion to Amend, we have no objection to the amendment.  
9 We want the Court to understand that the sale to the  
10 party he wants to add occurred before he filed this  
11 action. This action was filed back on July 31<sup>st</sup>, 2018,  
12 and B. Hamel sold the property on May 22<sup>nd</sup>, 2018.

13 The Court: And it was filed when?

14 Mr. Moore: July 31<sup>st</sup>, 2018, Your Honor.

15 The Court: July 21<sup>st</sup>?

16 Mr. Moore: 31<sup>st</sup>.

17 The Court: 31<sup>st</sup>.

18 Mr. Moore: Yes, Your Honor.

19 The Court: Of 2017?

20 Mr. Moore: 18.

21 The Court: 18. Okay.

22 Mr. Moore: Approximately two months after the  
23 property had sold a second time.

24 The Court: Okay.

25 Mr. Moore: Our concern about the Motion to Amend is

1 that it was filed for delay. We told Mr. Houston about  
2 that sale right after this action was filed, and he knew  
3 about it, and he waited months before he filed this  
4 motion, he filed it after we took his deposition back in  
5 December of 2018. Now, our Motion for Summary Judgement  
6 is we don't think that there's any genuine issue of  
7 material fact. The issue here, we think, we're entitled  
8 to judgement as a matter of law. The action Mr. Houston  
9 described it is a collateral attack on that partition  
10 action that his three sisters filed against him and that  
11 was resolved many years ago. Judge Dukes entered a  
12 partition Order on July 19<sup>th</sup>, 2013. There was a Motion  
13 to Reconsider that Mr. Houston filed, in which Mr.  
14 Houston argued everything he just argued to, Your Honor,  
15 in that motion. It was filed on July 30<sup>th</sup>, 2013. That  
16 motion was denied on September 11<sup>th</sup>, 2013. Mr. Houston  
17 filed a Notice of Appeal on September 23<sup>rd</sup>, 2013.

18 The Court: September 23<sup>rd</sup>?

19 Mr. Moore: Yes sir. And he did not abandon it.  
20 There was a remittitur Order that was filed by the Court  
21 of Appeals on March 10<sup>th</sup>, 2014. So we're taking the  
22 position on March 10, 2014 because everything that  
23 happened before that partition order became final. Now,  
24 we will call the Court's attention that each step in that  
25 process, Mr. Houston was aware of everything that he

1 argued to the Court today, and in fact argued it to the  
2 Court at trial, on the Motion to Reconsider, and had the  
3 opportunity to do it on the appeal that he did not  
4 perfect. So, five years later, he files this action.  
5 It's my client, B. Hammel, paid Three Hundred Eighty-Five  
6 Thousand Dollars for this property back on June 23<sup>rd</sup>,  
7 2015.

8 The Court: Three Hundred and Thirty-Five Thousand?

9 Mr. Moore: Three Hundred and Eighty-Five Thousand.

10 The Court: Oh, Eighty-Five Thousand. And when was  
11 that?

12 Mr. Moore: They paid that on June 23<sup>rd</sup>, 2015. That  
13 was a year and several months after the Remittitur Order.  
14 And then it held and improved the property and sold it on  
15 May 22<sup>nd</sup> 2018. So it held it almost three years. Then  
16 this Complaint gets filed. And this Complaint isn't  
17 filed against his sisters, the Complaint is filed against  
18 the attorney who represented the sisters in the partition  
19 action, and is filed against my client, the purchaser at  
20 that sale. And so our first argument, Your Honor, is  
21 that Mr. Houston is collaterally estopped from asserting  
22 the claims that's he's just outlined for you today. It  
23 doesn't matter that there's not an identity of the  
24 parties in the actions that we're asking the Court to  
25 compare, this action and the prior action, because our

1 state recognizes non-mutual collateral estoppel. I filed  
2 a memorandum with the Court last Tuesday that outlines  
3 all that and has that authority for the collateral  
4 estoppel position. I will also tell the Court, I made  
5 reference in that memo to the deposition of Mr. Houston  
6 and I brought the original with me today. They would not  
7 let us file a copy electronically, so I don't know if the  
8 Court, I'll hand it up.

9 The Court: Yeah, we'll make that defense Exhibit  
10 One.

11 Mr. Houston: Your Honor, I don't have any  
12 objections.

13 The Court: Okay.

14 Mr. Houston: Matter of fact, all the exhibits  
15 attached to the affidavits and so forth, I consent to  
16 having everything moved to make part of the record.

17 The Court: Alright. Well, so far the only thing  
18 they've asked to make part of the record is this, Mr.  
19 Houston, but I appreciate that and we'll ...

20 Mr. Houston: Well, I have some exhibits of mine and  
21 they have some exhibits of them, so if everybody consent,  
22 we'll just say anything that is attached to the  
23 affidavits and so forth, we all consent to have it made  
24 part of the record.

25 The Court: Any objection to that Gentlemen? How do

1 y'all want to handle it?

2 Mr. Moore: My only concern, Your Honor, is I don't  
3 recall any exhibits that were attached to Mr. Houston's  
4 filings. He had two filings. He had an affidavit and he  
5 had a memorandum. And I don't remember there being any  
6 attachments to either of those. He's correct. I had  
7 several attachments that were attached to my memorandum.  
8 They were mostly copies of documents that the Court would  
9 take judicial notice of because they're pleadings and  
10 were filed in this action. We were just providing them  
11 for the Court's convenience as an attachment.

12 The Court: Mr. Houston, are you aware of any  
13 exhibits that were attached to your ...

14 Mr. Houston: No, I don't think. I might have  
15 referred to them like the Court Order, without attaching  
16 the Court Order, because most of these exhibits  
17 pertaining to these affidavits are Court records anyway.

18 The Court: Okay, then what we're actually talking  
19 about is stuff that's already in the Court file?

20 Mr. Houston: Yes sir, Your Honor.

21 The Court: Okay, alright. Go ahead. Anything else?

22 Mr. Moore: Yes sir, that was the first. We've got  
23 several reasons that we think that we're entitled to  
24 summary judgement on this.

25 The Court: Well, don't let me stop you.



1           Mr. Moore: The first is that collateral estoppel  
2 argument that I just outlined for the Court. If The  
3 Court looks beyond that collateral estoppel argument, the  
4 next thing we think that the Court should look at is the  
5 fact that none of the allegations that Mr. Houston has  
6 made are supported by the record. In fact, the record  
7 shows exactly the opposite. What we have is a challenge  
8 of the record by Mr. Houston's memory. And let me go  
9 through each one of his points so that the Court  
10 understands what I'm saying.

11           The first challenge that he has, or irregularity  
12 below, is that there was no Order of Reference. He  
13 alleges that the Master in Equity did not have  
14 jurisdiction because there was no Order of Reference. In  
15 fact, there is an Order of Reference, and it was filed on  
16 September 4<sup>th</sup>, 2012. It's part of the Court record. In  
17 his deposition, Mr. Houston claims that at the time of  
18 his appeal, he reviewed the Court's file and that Order  
19 that was entered on September 4<sup>th</sup>, 2012, wasn't there.  
20 He claims it got added after he reviewed the file on  
21 appeal, or in preparation of his appeal. In fact, he  
22 says he never reviewed that Order of Reference until we  
23 sat down and took his deposition. Now, we would say,  
24 Your Honor, that is not actually accurate. If you just  
25 look at the pleadings in this case, the pleadings in this

1 case have attached to it as exhibit one of Mr. Houston's  
2 Complaint is a docket of everything that was filed in the  
3 partition action. And included in that is the Order that  
4 he says was never there. So there is an Order of  
5 Reference, that's just factually inaccurate.

6 Mr. Houston: Your Honor, I don't want to interrupt  
7 counsel, but I do concede to what he's saying and to  
8 expedite time, what transpired was I had no knowledge of  
9 that Order until they took my deposition and they present  
10 it to me. That's the first time I saw the order. And  
11 that Order never was in the clerk's file.

12 The Court: Okay. Thank you.

13 Mr. Houston: Thank you.

14 The Court: Go ahead Mr. Moore.

15 Mr. Moore: The next point he outlined, Your Honor,  
16 was Judge Kinard's ruling, and the ruling was back in a  
17 August 10, 2012 hearing. And the Order I just made  
18 reference to, September 4<sup>th</sup>, 2012, Order was a result of  
19 that August 10, 2012 hearing. And what Mr. Houston has  
20 alleged in his pleadings and what he has represented to  
21 the Court here today is that Judge Kinard made the  
22 determination that the partition sale in that action had  
23 to be a public sale. That is not in Judge Kinard's  
24 order. What was before Judge Kinard on August 10, 2012,  
25 was a Motion for Summary Judgement, a Motion to Compel

1     Discovery, and a Motion for Reference. Mr. Houston  
2     appeared at that hearing and according to the Order that  
3     was filed, filed an oral Motion to Dismiss the Complaint  
4     under Rule 12(b)(6), for failure to state facts  
5     sufficient to constitute a cause of action. And what  
6     Judge Kinard did was Judge Kinard said I am going to  
7     refer this matter to the Master, I'm not going to rule on  
8     the Summary Judgement Motion, and I'm going to let the  
9     Plaintiff file an Amended Complaint. That is what Judge  
10    Kinard's Order is. I've provided the Court with a copy  
11    as an attachment to my memorandum, but it's also in the  
12    Court's file.

13         It's important to understand that after that point  
14    in time, an Amended Complaint was filed and Mr. Houston  
15    filed an Answer to that Amended Complaint. And in the  
16    Answer to that Amended Complaint, he didn't say wait a  
17    minute, Judge Kinard ruled that this has to be a public  
18    sale. In fact, the Plaintiff said they were entitled to  
19    a private sale and he just merely denied that. He also  
20    says that Judge Kinard ruled that the Plaintiffs could  
21    not ask the Court for offsets against his interest in the  
22    property. There were some issues concerning who was  
23    paying the insurance, who was paying the taxes, who was  
24    paying the rent. And what Mr. Houston says is the Court  
25    determined, Judge Kinard determined, that could not be

1 decided in that partition action. That's not in Judge  
2 Kinard's ruling, it's nowhere in there. And when the  
3 Amended Complaint was filed, the Plaintiff set forth all  
4 of these offsets, Mr. Houston merely denied them. He did  
5 not come forward and say wait a minute, Judge Kinard has  
6 already ruled that this can't be filed.

7 As to the question of whether or not the Master in  
8 Equity requested the Order, that's just the fourth point  
9 that he raises as an irregularity, there is information  
10 that we have provided to the Court that shows the Court  
11 that there was communication between Mr. Bell's office  
12 and the Court, and in that communication, Mr. Houston was  
13 copied and emailed address. Now, Mr. Houston, in his  
14 deposition and as he pointed out to the Court said that  
15 wasn't his email address. I understand that there have  
16 been some problems just this last past week, I've had Mr.  
17 Houston tell me that I'm sending him things to the wrong  
18 email address. I think the email address has changed, I  
19 think his physical address has changed many times. The  
20 point is, that Order got filed. Mr. Houston got a copy  
21 of that Order. And Mr. Houston was able to file a Motion  
22 to Reconsider, where he raised all the points he just  
23 raised and Judge Dukes refused to rule in his favor  
24 again. On the appeal, he had the opportunity to raise  
25 these things, and he did not raise them. So, we think

1       that that claim is not supported by the record.

2               And finally, the relief is not appropriate in that  
3       the Court abused it's discretion by ordering a private  
4       sale. Mr. Houston, in his memorandum, in his argument to  
5       the Court, that there are some cases that require that  
6       any partition sale in South Carolina be done as a public  
7       sale. And we'd offer the Court, and we would argue in  
8       our memorandum that's just not the case. There is no  
9       common law, there is no statute, there is no rule that  
10      says that the sale must be public. What the cases that  
11      Mr. Houston has cited to the Court say is it must be fair  
12      and equitable to all parties. Alright, so we think that  
13      the record doesn't support, in fact, it works against  
14      what he's saying. He has memory and there's nothing in  
15      the record to support the memory that he has suggested.  
16      But even if he is correct, that he can still argue these  
17      things, we believe that there's a statute of limitations  
18      argument that the Court should consider. This action was  
19      filed four years, four months, and twenty-one days after  
20      the Remittitur Order. The collateral attack that he has  
21      argued and suggested is probably, and I think the only  
22      place that we can slot it is under Rule 60(b) of the  
23      South Carolina Rules of Civil Procedure. If his claim is  
24      under Rule 60(b), one, two, or three, he's got to do that  
25      within a year of the Order being filed. He did not do

1     that. So he's out under Rule 60(b), one, two, or three  
2     under the statute of limitations argument. If his  
3     argument is under 60(b)(4) and (b)(5), arguing this  
4     extrinsic fraud, then he's got to do that within a  
5     reasonable time. We would argue to the Court there's no  
6     evidence of extrinsic fraud, other than the fact that he  
7     has used those words. He participated fully at every  
8     level of this litigation. In fact, there were other  
9     things that he did that are cited in the Memorandum  
10    concerning a separate action that was filed to enforce  
11    the Order, which he was involved in a grievance  
12    proceeding that was filed, in which the Order is  
13    referenced. So, Your Honor, we would suggest that  
14    there's no extrinsic fraud. He had every opportunity to  
15    do everything that he wanted in this action. Even if  
16    there was extrinsic fraud, the Court has to look to see  
17    whether or not there's delay, we would think that four  
18    and a half years is an unreasonable delay. Finally, and  
19    there is a finally on this Your Honor. Finally, we would  
20    argue laches. We think that Mr. Houston neglected this  
21    matter for an unreasonable time and he had every  
22    opportunity to do what should've been done. To get to  
23    prove laches as a defense we have to show delay, that the  
24    delay was unreasonable and that there was prejudice. No  
25    question there was a delay. Four years, four months,

1 twenty-one days he delayed this thing, even after he  
2 articulated all of these things in his motion to  
3 reconsider. He knew it, he didn't pursue it. Is that  
4 delay unreasonable? Given the circumstances, we would  
5 suggest yes that it is. My client paid Three Hundred and  
6 Eighty-Five Thousand Dollars for this property. That  
7 money went to, even though Mr. Houston doesn't believe  
8 it, went to his benefit because part of that money paid  
9 some of his obligations. Other money went to his  
10 sisters. We then turned around and we sold the property.  
11 We have to put this title into commerce, and now he wants  
12 to undo all of that without any suggestion to this Court  
13 how everybody is put back in the position and made whole.  
14 We think that's definitely prejudice and because of that  
15 prejudice and the unreasonable delay we think, that as a  
16 matter of law, the action should be dismissed under the  
17 doctrine of laches. Your Honor, those are the arguments  
18 that Mr. Taylor and I have come up with. We did have  
19 another one on waiver when it came to the Order of  
20 Reference, but I think he's conceded the Order of  
21 Reference issue. Like I say, that's our position, Your  
22 Honor.

23 The Court: Alright, thank you sir. Alright,  
24 anything in reply, Mr. Houston?

25 Mr. Houston: Yes, Your Honor. First thing, Your

1 Honor, is that everything that was included in the Motion  
2 for Reconsideration was --- there was more included in  
3 the lawsuit, the collateral attack than was contained in  
4 the Motion for Reconsideration. But at the time the  
5 Motion for Reconsideration was filed, a lot of these  
6 facts hadn't been brought to light, concerning the  
7 extrinsic evidence. The second thing is I'm still  
8 waiting for discovery requests, because what will  
9 straighten out this whole situation is to get the record  
10 from the court reporter who was at the hearing held  
11 before Judge Kinard as to what he said and what he didn't  
12 say. Alright, I have asked Court Administration. I have  
13 asked ...

14 The Court: Hold on one second. That was the hearing  
15 in front of Judge Kinard ...

16 Mr. Houston: On June 2012.

17 Mr. Moore: I think it was August 10, 2016.

18 Mr. Houston: No, that's when the Order was signed.  
19 I think the Order was signed in August and filed in  
20 September.

21 Mr. Moore: The Order was entered 9/4/12.

22 Mr. Houston: Right, so that was the Order. But the  
23 hearing was held in June, I believe. June 12<sup>th</sup>? Is that  
24 correct?

25 Mr. Moore: Your Honor, exhibit two of my memorandum



1 has a copy of the Order, and it says that the hearing was  
2 held August 10, 2012 at 9:30 a.m.

3 The Court: Okay, well. Anyway, regardless of  
4 whether it was June or August, you believe we're going to  
5 be able to get a copy of a transcript from that hearing?

6 Mr. Houston: I've tried and ...

7 The Court: With no success, I would imagine. Is  
8 that correct?

9 Mr. Houston: So far.

10 The Court: Okay. Hope springs eternal, Mr. Houston.

11 Mr. Houston: The other one though is for the hearing  
12 before Judge Dukes, in which they brought the court  
13 reporter, and I asked for the information in discovery  
14 and haven't been provided it.

15 The Court: Okay.

16 Mr. Houston: The other thing was he mentioned about  
17 this Order, as I stated before, I didn't have no  
18 knowledge of that Order until they took my deposition in  
19 December of this year. Because that Order was not in the  
20 Court's file. Matter of fact, it may not be even in  
21 there now. The second thing was that I didn't think up  
22 before was that after the hearing, and this is something  
23 I did not include in my Motion for Reconsideration, I  
24 went to examine the file and there was notes left in the  
25 file by the opposing counsel that should not have been in

1 the file that that were available for the judge to see,  
2 which would influence, potentially influence his decision  
3 on the case. And that's in the file.

4 The Court: Okay. And Mr. Houston, I'm sorry to get  
5 off the subject, but I want to know. What is your email  
6 address?

7 Mr. Houston: My email address at the time as it  
8 appears on the pleadings. You can look in the case.  
9 It's charles@houstonlawfirm.net.

10 The Court: @houstonlawfirm.net.

11 Mr. Houston: Yes.

12 The Court: charles@houstonlawfirm.net. Okay. What  
13 is your mailing address?

14 Mr. Houston: The mailing address during the time of  
15 this litigation was ...

16 The Court: No, no. What is your mailing address  
17 now?

18 Mr. Houston: Now, it's 100 Shady Brooke Walk.

19 The Court: Shady Brooke Walk?

20 Mr. Houston: Yeah, B-R-O-O-K-E, then W-A-L-K, three  
21 different words. Fayetteville, Georgia.

22 The Court: Fayetteville, Georgia?

23 Mr. Houston: Yes, Your Honor. 30214.

24 The Court: 30214?

25 Mr. Houston: Right. And the comment that ...

1           The Court: And charles@houstonlawfirm.net is your  
2 present email address?

3           Mr. Houston: No, was my email address during the  
4 time this litigation was transpiring.

5           The Court: Okay, what is your ...

6           Mr. Houston: When I was put on suspension, I  
7 couldn't use that email address any further.

8           The Court: Okay, so what's your present email  
9 address?

10          Mr. Houston: It's charlesehouston@icloud.com.

11          The Court: charlesehouston ...

12          Mr. Houston: Houston@icloud.com. That's the address  
13 I asked him to send the emails to. Now, I also have used  
14 email charleshouston@aol, but I get so much junk mail on  
15 that one that I, you know, my email. I just request  
16 counsel send it to ...

17          The Court: charlesehouston all jammed together,  
18 right?

19          Mr. Houston: @icloud.com.

20          The Court: Okay, alright. Okay, now go ahead.  
21 Anything else you want to tell me?

22          Mr. Houston: The materials that were placed in the  
23 file are still in the file, Your Honor. And I don't  
24 think that it's on the system, but it's in the file.

25          The Court: Alright.

1           Mr. Houston: That's the third ground I quoted as  
2           extrinsic fraud perpetuated in this matter to obtain this  
3           Court Order, which was beyond the jurisdiction of the  
4           judge to grant.

5           The Court: Okay. Thank you, sir.

6           Mr. Houston: Thank you, Your Honor.

7           The Court: Okay. Alright then, I've got another  
8           Motion for Summary Judgment for Mr. Bell.

9           Mr. Bell: That's correct, Your Honor.

10          The Court: Okay.

11          Mr. Bell: Your Honor, I'll try not to belabor a lot  
12          of what was raised by Mr. Moore. I filed my own Motion  
13          for Summary Judgment. A lot of my issues are similar to  
14          Mr. Moore's based on the history of the case. It's a  
15          little more personal as to me as I'm a named individual.  
16          With regard to the Complaint itself, Your Honor, Mr.  
17          Houston has seven causes of action. The first cause of  
18          action pertains to the jurisdictional grounds to hear the  
19          case in the first place, Your Honor. There is obviously  
20          a Motion for Reference, which was filed in the case, and  
21          an Order of Reference, which was filed in the case. Both  
22          are listed on the multi-court index docket that Mr.  
23          Houston has included as an exhibit to his Complaint they  
24          were both there. I believe he concedes now that there  
25          was and Order of Reference. He mentions a supposed prior

1 ruling of Judge Kinard from the hearing in August which,  
2 as far as I know, does not exist, Your Honor. There is  
3 one Order which was issued in that case, and that is the  
4 Order of Reference, which Mr. Moore cited, which is an  
5 exhibit both to Mr. Moore's Memorandum and to the  
6 Memorandum and my Affidavit, which I will submit. I'll  
7 submit it to the Court as well, Your Honor. That Order  
8 was very specific, however, it did not address the Motion  
9 for Summary Judgement, allow the Plaintiff to amend his  
10 Complaint and referred the matter to Judge Dukes for a  
11 final hearing with direct appeal to the Court of appeals  
12 or the Supreme court. In accordance with that particular  
13 motion and Order, the Plaintiff did file an Amended  
14 Complaint. That Amended Complaint included the relief  
15 that Mr. Houston now challenges, which was the private  
16 sale and an action for accounting and judgement for  
17 unpaid rents and taxes and contributions. Mr. Houston  
18 answered that Complaint. So, with regard to the second  
19 cause of action, Your Honor, all of those reliefs, his  
20 due process allegation and there being an Order, there is  
21 an Order, so I don't know, there is no ground for the  
22 second cause of action. His third cause of action goes  
23 back to the same, the private sale was a part of the  
24 original pleadings. It was argued and tried to Judge  
25 Dukes, along with the actions for contribution. The

1 argument concerning the communication through the Court,  
2 which is his third cause of action, being some sort of  
3 fraud on my part or the part of my office because he  
4 alleges that his email address, the email address that  
5 the communications went to were not his correct email  
6 address. Your Honor, I can't attest to that one way or  
7 the other. That is apparently the email address that we  
8 used at the time to communicate with Mr. Houston, whether  
9 it changed or not changed, I can't, I really don't know  
10 the answer to that. Clearly, he was not prejudiced. The  
11 argument that Judge Dukes was somehow duped into signing  
12 an Order by me presenting an Order that Mr. Houston  
13 somehow implicitly agreed to is really kind of  
14 disrespectful to Judge Dukes. That's not the way it  
15 works. Mr. Houston, in totality, at that hearing, he  
16 didn't win a single point argued. And at the end of the  
17 day, Judge Dukes granted the relief requested on the  
18 sisters and simply said hey, you guys take a few weeks  
19 and see if you can resolve it by Mr. Houston buying the  
20 sisters out. If you can't resolve it, let me know.  
21 That's exactly what I did, Your Honor. And my  
22 communications with the Court advised the Court that  
23 nobody heard from Mr. Houston and as a result, we're  
24 simply requesting that the Order be issued. So there was  
25 --- and the Order was issued. Mr. Houston received that

1 Order. Mr. Houston filed a Motion to Reconsider that  
2 Order, which was denied and then attempted to appeal the  
3 Order and it was remitted. So those issues were  
4 concluded, Your Honor. There's nothing left to fight  
5 about in that regard. Mr. Houston alleges that the Court  
6 exceeded, that Judge Dukes somehow exceeded his authority  
7 in allowing Ms. Hall to be the designated individual in  
8 the family in regard to negotiating, signing, and  
9 executing the sale on the property. The testimony at the  
10 trial, Your Honor, was replete with evidence that Mr.  
11 Houston has never been cooperative. And that was quite  
12 apparent. So in that regard, the Complaint also  
13 requested such other and further relief as the Court  
14 deems just and proper. Ms. Hall actually requested, at  
15 the time of the hearing, the final hearing, that she be  
16 authorized to sign anything in order to consummate the  
17 final closing of the deal simply because she knew Mr.  
18 Houston would not cooperate. One of the letters, Your  
19 Honor, there's a letter --- and it's a separate issue,  
20 but there's a letter that's a part of the file, part of  
21 an affidavit which Ms. Hall wrote to the office of  
22 disciplinary counsel in connection with a Complaint that  
23 Mr. Houston filed against me ...

24 Mr. Houston: I didn't file ...

25 Mr. Bell: Excuse me, the Trust filed against me, I

1 believe with Mr. Houston's assistance, alleging that I  
2 stole money, which was subsequently dismissed. But Ms.  
3 Hall addressed ODC in her letter and that letter is part  
4 of the record, Your Honor, attached to my Memorandum and  
5 she basically states that he refused to cooperate with  
6 anything. So, in context of the court hearing, the Court  
7 ordered simply that Ms. Hall would be the one to list the  
8 property, she listed it with a reputable agent, it was  
9 sold --- it was on the market for a year and half, two or  
10 three contracts fell through, ultimately Hammel  
11 Properties bought the property, did a due diligence and  
12 decided to close on the transaction through a arms-length  
13 negotiated transaction. It is what it is. The property  
14 value is a limited --- It sold for what it sold. So  
15 there's no --- the fourth cause of action simply failed  
16 because there's nothing to support it. The fifth cause  
17 of action he says he didn't receive any consideration.  
18 Well, contrary to that, Your Honor, there was a judgement  
19 against Mr. Houston issued in the Final Order, which was,  
20 in essence, satisfied as a result of that sale. So that  
21 satisfaction is recorded and it's in the Court's file.  
22 So as a result of that sale, the judgement his sisters  
23 had against him was actually satisfied. So again, he  
24 received significant consideration, not that I even know  
25 that that's relevant in any fashion. His sixth cause of



1 action included that and the sixth cause of action in the  
2 Complaint says that he was unlawfully ousted from the  
3 property by me and my office in connection with the  
4 closing. The reality is, Your Honor, if you read the  
5 Order, the Order says that Mr. Houston was to vacate the  
6 property within thirty days of being presented with the  
7 signed contract of the sale. He didn't leave. And in  
8 fact, his tenants didn't leave. I couldn't oust him, so  
9 I, on behalf of the sisters, filed an action for eviction  
10 in the Magistrate Court in Bluffton to evict the two  
11 tenants. Mr. Houston actually filed an answer, which is  
12 in my memorandum, and inserted himself as a Defendant,  
13 saying oh no, you can't oust me because I'm a co-tenant.  
14 At the time of the hearing, I pointed out to him that he  
15 was in contempt of court because of the violation of the  
16 Court Order, and he backed off, and then informed the  
17 Magistrate's Court, oh they're not tenants, they're just  
18 house guests. So you can't evict them because they're  
19 not tenants. So I had to send an Order asking these  
20 people to leave the property, as they were now  
21 trespassing. They didn't leave, I got the Beaufort  
22 County Sheriff's Department involved, which is all in  
23 those. It's in Ms. Hall's letter, it's in my memorandum,  
24 Your Honor. The sheriff's department had to show up to  
25 get these folks out of the house. Mr. Houston was there,

1 but didn't really care, didn't help. But that was what  
2 was required to get them out. Ultimately, the property  
3 sold, the money was disbursed. One of the issues in  
4 that, and I want to throw this in because it's kind of a  
5 slight item, but it is important because Mr. Houston has  
6 relied on the case and Order that he now seeks to have  
7 kicked aside was that there was an issue of this Forty-  
8 Three Hundred Dollars that had come out of this Trust  
9 fund for the purpose of paying the property taxes on the  
10 property, which Ms. Hall, in her letter, states that Mr.  
11 Houston agreed to. Subsequent to the closing, Mr.  
12 Houston's son, Todd, with Mr. Houston as the attorney,  
13 filed an action against his sister, suing them for breach  
14 of fiduciary duty with regard to the Forty-Three Hundred  
15 Dollar tax issue. They defended the claim, third party  
16 Complaint was filed by my office, including Mr. Houston  
17 as a third party defendant. Ultimately, during the  
18 course of that litigation, Annette Houston passed away,  
19 left her sister as the sole defendant, and the only one  
20 left to deal with it. She finally got tired of it and  
21 just threw in the towel and said okay, fine, I'm done. I  
22 wasn't charging her for my time because she's a nice  
23 lady. She's done. So she threw in the towel, paid Mr.  
24 Houston and his son the Forty-Three Hundred Dollars to  
25 just be done with the thing. And that settlement

1 agreement is also in my memorandum, which cites that  
2 underlying case, Todd Houston versus the sisters. And  
3 wraps all of these allegations in the lower Court case  
4 and dismisses everything supposedly and be done. Well,  
5 during that litigation, probably a year and a half into  
6 it, after all the discovery was done, the Houston  
7 Educational Trust filed a claim against me alleging that  
8 I stole the Forty-Three Hundred Dollars from the closing.  
9 And of course, absolutely not true. And the ODC  
10 investigated the complaint and dismissed it. In the  
11 interim of them dismissing that complaint, the sisters  
12 settled that case and paid the trust the Forty-Three  
13 Hundred Dollars so that issue was resolved. But despite  
14 that fact, Mr. Houston's son requested a full panel  
15 review of the ODC decision to dismiss the complaint  
16 against me. Again, complete nonsense. So, I've been  
17 dealing with this now for eight and a half years. I'm  
18 here today defending myself and the law firm against  
19 nonsensical, meritless, silly, unsupported groundless  
20 allegations by Mr. Houston because he simply won't go  
21 away. He's been suspended by the Supreme Court and yes  
22 his ODC records are in the Court's file because I think  
23 it's relevant. He doesn't own anything. He's beyond  
24 sanctions. He lives in Georgia. I'm his target.

25 The Court: Thank you sir. Anything in response, Mr.

1 Houston?

2 Mr. Houston: Yes, very much, Your Honor. I mean,  
3 this is a character assassination, so I ask the Court's  
4 indulgence to respond to this. What that Court Order  
5 said was that out of the proceeds of the sale that the  
6 trust would be reimbursed for the money that the sisters  
7 took out of the trust to pay taxes. Pure and simple. It  
8 says at the time of the sale that they should reimburse  
9 the trust. At the time of the sale, I think it was in  
10 June 2015, the trust wasn't even on the HUD statement.  
11 The trust wasn't paid the money. The trust had to bring  
12 a lawsuit to recoup the money when there's already a  
13 Court Order drafted by this counsel saying that the Trust  
14 would be paid at the time the property is sold. Number  
15 one.

16 Second thing is yes, the Trust did file a grievance  
17 to the ODC. But ODC didn't really investigate the  
18 matter. What happened was he claimed that the money was  
19 taken by my son and myself from the Trust. No it wasn't.  
20 During the lawsuit, he was provided answers to  
21 Interrogatories, where he was shown that the money was  
22 used to buy insurance products for the benefit of the  
23 beneficiaries of the Trust. He had that information, but  
24 he didn't disclose it. He let it go that --- what my  
25 sisters told him was that they didn't know where the

1 money was. So they're saying that they didn't know where  
2 the money was his pretense for saying that we had taken  
3 the money, when he was furnished with the copies of the  
4 insurance contract. The second thing he was furnished  
5 with was that the Annette Houston was furnished with a  
6 copy of it also because she signed off on it, agreeing to  
7 it. So they knew where the money had went. The money  
8 was taken from one bank account and put into another bank  
9 account because she, in an unauthorized manner, used the  
10 money to pay taxes. And, my sister sent --- she lied to  
11 the ODC because she emphasized trustee, but what the  
12 bylaws of the Trust required are the consent of two  
13 Trustees. And that's what they never obtained. So don't  
14 come at that about, you know, false accusations when you  
15 had the information but you distorted the fact when you  
16 reported to ODC. The second thing was the --- is that  
17 the --- what was the purpose of the Amended Complaint.  
18 If Judge Kinard didn't order what he said he ordered, why  
19 would he have the Amended Complaint? And the same  
20 Complaint they amended is verbatim, the Complaint before  
21 we had the hearing before Judge Kinard. I mean, Judge  
22 Kinard said your ordered to amend your Complaint and then  
23 they filed the same Complaint, what purpose did that  
24 serve. There had to be something more. There had to be  
25 something more. And when I suggest and the evidence

1 shows is that the Order that they had Judge Kinard to  
2 sign was not his complete Order. And Judge Kinard  
3 evidently relied on their representation that was his  
4 complete order and he signed it. Because, otherwise, it  
5 doesn't make sense. Why would the party amend their  
6 Complaint if nothing's going to be amended. That's an  
7 exercise in futility. The other thing is he brought the  
8 court reporter, but he won't tell me who the court  
9 reporter was. So I can't order the transcript from the  
10 hearing.

11 The Court: Okay.

12 Mr. Houston: Thank you, Your Honor.

13 The Court: Thank you.

14 Mr. Bell: Just one quick comment, Your Honor. Just  
15 only because of the transcript issue. Your Honor, that  
16 was Judge Dukes' court reporter, not mine. I didn't  
17 bring a court reporter. That was the Court's court  
18 reporter. I did not ever request the transcript to be  
19 transcribed, there was no reason for me to. An Order was  
20 prepared. Mr. Houston is the one that filed the appeal.  
21 It would've been incumbent upon him to get the transcript  
22 done. There is no transcript that exist, Your Honor.

23 The Court: Alright. Thank you.

24 Mr. Houston: I never requested the transcript from  
25 him. I said the name of the court reporter. Judge Dukes

1 never had a court reporter. The moving parties always  
2 brings their reporters to the hearing. Judge Dukes  
3 doesn't have a standard court reporter. So I don't know  
4 why you made that representation to the Court.

5 The Court: All right. Gentlemen, I'm going to look  
6 over everything and I'll get back to y'all with my  
7 decision. Thank you.

8 **(End of Hearing)**

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# The South Carolina Court of Appeals

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

v.

Charles E. Houston, Jr., Appellant.

Appellate Case No. 2013-002166

The Honorable Marvin H. Dukes, III  
Beaufort County  
Trial Court Case No. 2011CP0705141

---

## ORDER

---

Appellant has failed to provide information regarding the transcript and/or has failed to serve and file the appellant's initial brief and designation of matter, as required by Rules 207, 208, and 209 of the South Carolina Appellate Court Rules. Accordingly, this matter is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT

BY V. Claire Allen, Deputy  
CLERK

Columbia, South Carolina

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

**FILED**

2/20/14 eac





## 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](http://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

## FORM 4

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

## JUDGMENT IN A CIVIL CASE

2013 JUL 19 PM 2:15 CASE NO. 2011 CP-07-05141

Cornelia H. Hall, et al.

BEAUFORT COUNTY, S.C.  
CLERK OF COURT  
Charles E. Houston, Jr.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Dean B Bell, Esquire  
The Law Office of Dean B Bell, LLC  
1 Corpus Christi Place, Bldg 105  
Hilton Head Island, SC 29928

Attorney for : ☒ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

## DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court.

## ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : \_\_\_\_\_

## INFORMATION FOR THE JUDGMENT INDEX

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

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

If applicable, describe the property, including tax map information and address, referenced in the order:  
Lot 3, 0.390 acres, more or less, and Lot 4, 2.998 acres, more or less on a plat recorded in Plat Book 34 at Page 18.

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiffs,

vs.

Charles E. Houston, Jr.,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO. 2011-CP-07-5141

FINAL ORDER

2013 JUL 19 PM 2:55  
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 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.
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

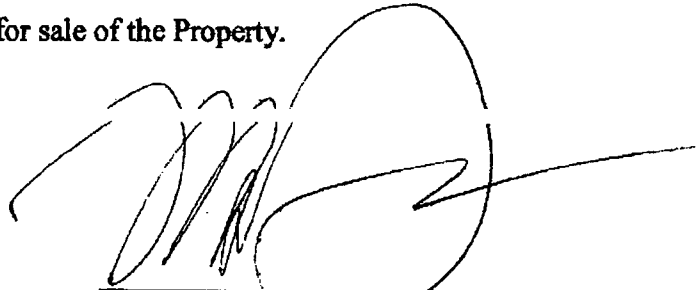
Defendant continues to occupy the property, an additional sum of Eight Hundred Dollars (\$800) shall accrue for each month to be deducted from the Defendant's share of the net proceeds of the sale, which will also be paid directly to the Plaintiffs in equal shares.

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



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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-07-05141

CORNELIA H. HALL, ET AL.

CHARLES E. HOUSTON, JR.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY

Attorney for : ☐ Plaintiff ☐ Defendant  
or  
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

THIS CASE BEFORE ME TODAY ON DEFENDANT'S MOTION FOR RECONSIDERATION, FILED 7/30/2013. ATTORNEY DEAN BELL APPEARED FOR THE PLAINTIFFS AND THE DEFENDANT APPEARED PRO SE AND VIA TELE-CONFERENCE. AFTER HEARING FROM BOTH PARTIES I HEREBY DENY THE MOTION FOR RECONSIDERATION.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

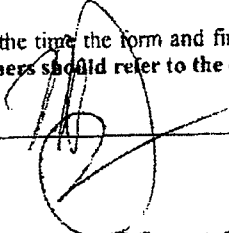
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of<br>(List name(s) below) | Judgment Against<br>(List name(s) below) | Judgment Amount To be Enrolled<br>(List amount(s) below) |
|----------------------------------------------|------------------------------------------|----------------------------------------------------------|
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |
|                                              |                                          | \$                                                       |

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

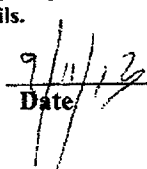
The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

  
Circuit Court Judge

3069

Judge Code

  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

DEAN B. BELL

CHARLES E. HOUSTON, JR.

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

**Court Reporter:** N/A

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

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

Plaintiffs,

vs.

Charles E. Houston, Jr.,

Defendant.

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2011-CP-07-5141

**ORDER**

**THIS MATTER** comes before this Court following a hearing on the Plaintiffs' Motion to Compel, Motion for Summary Judgment, and Motion for Referral to the Master in Equity on August 10, 2012 at 9:30 a.m.;

**AT THE HEARING** Plaintiffs' counsel showed that Defendant failed to provide any documents pursuant to Plaintiff's First Set of Requests for Production of Documents. Defendant represented that no documents exist except that he has applied for the homestead property tax reduction and that he would immediately provide these documents to Plaintiffs' counsel upon receipt from the County;

Plaintiffs' counsel further argued that this matter should be referred to the Master in Equity, and the Court agreed. Plaintiffs' Motion for Summary Judgment was not heard by the Court;

Defendant made an oral Motion to Dismiss the Complaint based on failure to state facts upon which relief may be granted. The Court, *sua sponte*, granted Plaintiffs leave to amend their Complaint.

**NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

- A. Defendant shall immediately provide Plaintiffs' counsel with any and all documents related to the homestead property tax reduction upon their receipt;
- B. Plaintiffs shall amend their Complaint within thirty (30) days of the entry of this Order;  
and

C. This matter is referred to the Honorable Marvin H. Dukes, III, as Master-in-Equity for the above-entitled county, and that the Master-in-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules in accordance with Rule 53, SCRCP.

**IT IS SO ORDERED.**

  
\_\_\_\_\_  
Hon. J. Ernest Kinard, Jr.  
Fourteenth Judicial Circuit

, SC  
This 21 day of April, 2012

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

COUNTY OF BEAUFORT BEAUFORT COUNTY, S.C. FOURTEENTH JUDICIAL CIRCUIT

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

CASE NO.: 2011-CP- 07- 05141

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: 3-17-11

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



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10 MAR  
William  
1722

BEAUFORT COUNTY SC - \$00  
BX 03046 PGS 0549-0551  
FILE NUM 2011014563  
03/23/2011 01:35:45 PM  
REC'D BY N DOE REPT# 643482  
RECORDING FEES 10.00

RECORDED  
2011 Apr -12 11:14 AM  
Sharon D. Davis  
BEAUFORT COUNTY AUDITOR

**EXHIBIT "A"**

WHEREAS, Cornelia H. Hall was the initial Trustee of the Charles E. Houston, Sr. Revocable Trust w/s/d 8/2/2010; and

WHEREAS, Charles E. Houston, Sr. and First Federal Savings and Loan Association of Charleston subsequently served as Co-Trustees of said Trust; and

WHEREAS, First Federal Savings and Loan Association of Charleston is currently the sole serving Trustee of said Trust;

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

First Federal Savings and Loan Association of Charleston

Grantor, in the State aforesaid --- for and in --- consideration of the sum of TEN (\$10.00) DOLLARS AND NO OTHER VALUABLE CONSIDERATION to it in hand paid at and before the sealing of these presents by Charles E. Houston, Jr., P. O. Box 8180, Hilton Head Island, South Carolina 29928, Cornelia H. Hall of 8801 Hazel Street, Savannah, Georgia 31404, Mary Annette Houston of 208 North Linwood, Baltimore, Maryland 21224 and Jeanne H. Houston, of 1880 Pine Avenue, Apt. #3, Long Beach, California 90806 (hereinafter "Grantees") in the state aforesaid --- for which --- the receipt whereof is hereby acknowledged, SUBJECT TO the matters set forth below, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said GRANTEE, their successors and assigns, forever, in fee simple, the following described property, to-wit:

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, South Carolina, shown and designated as Lot B, 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, 1998. For

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

FILED 10012674

ADD OMP Record 4/7/2011 03:18:12 PM  
BEAUFORT COUNTY TAX MAP REFERENCE

| Dist | Map | SubMap | Parcel | Block | Week |
|------|-----|--------|--------|-------|------|
| R510 | 008 | 000    | 008M   | 0000  | 00   |

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. 6434, 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 2989 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 21682, Hilton Head Island, South Carolina, 29925, 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  
(3) [Signature]  
Notary Public

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

§  
§  
§

ACKNOWLEDGMENT  
under S.C. Code § 30-6-30(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.

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission expires: 5/2/2016



FILED: W0010074

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CORNELIA H. HALL, JEANNE H. HAMPTON,  
AND MARY ANNETE HOUSTON,

Plaintiff(s)

vs.

CHARLES HOUSTON, JR.,

Defendant(s)

(Please Print)

Submitted By: Zach S. Naert, Esq.

Address: 78 Grays

SC Bar #: 78163

Telephone #: (843) 717-2772

Fax #: (843) 717-2770

Other:

E-mail: znaert@deanbell-law.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

**DOCKETING INFORMATION (Check all that apply)**

*\*If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.  
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

**NATURE OF ACTION (Check One Box Below)**

- |                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contracts</b><br><input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> Employment (120)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Other (199) | <b>Torts - Professional Malpractice</b><br><input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20 -CP-<br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299)                                                                                                                                     | <b>Torts - Personal Injury</b><br><input type="checkbox"/> Assault/Slander/Libel (300)<br><input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Other (399) | <b>Real Property</b><br><input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input checked="" type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499)                                                                                                                                            |
| <b>Inmate Petitions</b><br><input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599)                                                                                                       | <b>Judgments/Settlements</b><br><input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Other (799) | <b>Administrative Law/Relief</b><br><input type="checkbox"/> Reinstate Driver's License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899)                                          | <b>Appeals</b><br><input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Commission (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) |
| <b>Special/Complex/Other</b><br><input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699)                                                                                       | <input type="checkbox"/> Pharmaceuticals (630)<br><input type="checkbox"/> Unfair Trade Practices (640)<br><input type="checkbox"/> Out-of-State Depositions (650)<br><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)<br><input type="checkbox"/> Sexual Predator (510)                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Submitting Party Signature: 3-1 1-5

Date: December 6, 2011

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

431

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO. 2011-CP-07-02474

2011 CP 07 541  
FEB 21 4:02 PM  
CLERK OF COURT S.C.

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

Plaintiffs

v.

ANSWER

Charles E. Houston, Jr.

Defendant

To: Zach S. Bell, Esquire; Attorney for Plaintiffs.

The Defendant, Charles E. Houston, Jr.; answering to the complaint herein would show unto the Court the following;

1.

Motion to Dismiss

The Defendant moves the Court to dismiss the action herein pursuant to SCRCP 12(b)(6) for failure to state a cause of action.

2.

The Defendant admits Paragraphs 1 through 7 of the Complaint.

3.

The Defendant denies Paragraph 8 through 11 of the Complaint.

4.

The Defendant admits to Paragraph 12 of the Complaint.

5.

The Defendant denies Paragraphs 13 through 26 of the Complaint.

6.

The Defendant admits to Paragraph 27 of the Complaint.

7.

The Defendant denies Paragraph 27 of the Complaint.

8.

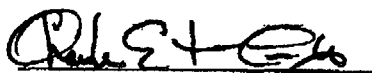
The Defendant admits to Paragraph 29 through 30 of the Complaint.

9.

The Defendant denies Paragraph 31 through 32 of the Complaint.

Wherefore, having answered to the complaint herein the defendant prays the Court that the Complaint herein be dismissed with costs assessed to the Plaintiffs.

Respectfully submitted,



Charles E. Houston, Jr.  
Defendant, Pro Se  
31 Marshland Road  
Hilton Head Island, SC 29938  
Phone: 843-684-0211  
Fax: 843-681-9119

February 10, 2012  
Hilton Head Island, SC

CERTIFICATE OF SERVICE

I am the stated Defendant and I do hereby certify that I have mailed a copy of the Answer in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to the Attorney for the Plaintiffs to the Address shown below.

Zach S. Naert, Esq.  
Law offices of Dean B. Bell  
87 Grays Hwy.  
P.O. Box 1779  
Ridgeland, SC 29936

This 10<sup>th</sup> day of February, 2012



Charles E. Houston, Jr.

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

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

Plaintiffs, )

v. )

Charles E. Houston, Jr. )

Defendant. )

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

**FIRST AMENDED COMPLAINT**

2012 OCT -4 PM 12:55  
CLERK  
COUNTY S.C.  
OFFICE OF COURT

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

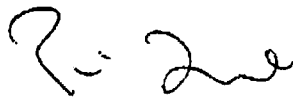
real estate agent to list and sell the property in order to maximize the sale price and value for the parties.

32. Plaintiffs are informed and believe that they are entitled to an order for partition by sale by private real estate agent.
33. Alternatively, Plaintiffs are informed and believe that they are entitled to an order for partition by sale in accordance with SC Code § 15-61-10 et seq.

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**



---

Dean B. Bell, Esq.  
Zach S. Naert, Esq.  
1 Corpus Christi Place, Suite 105  
Hilton Head Island, SC 29928  
Tel: (843) 785-9772  
Fax: (843) 785-9773  
Attorneys for Plaintiffs

October 2, 2012  
Hilton Head Island, SC

**ACTION COVER SHEET**

**2011CP0705141**

**Cornelia H Hall VS Charles E Houston Jr**

**April Burch**



\* 2 0 1 1 C P 0 7 0 5 1 4 1 \*



\* C H A R L E S   H O U S T O N \*



\* A M S U M S \*



\* C O R N E L I A   H A L L \*



\* 2 0 1 2 - 1 0 - 0 4 \*

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

Cornelia H. Hall, ✓  
Jeanne H. Hampton, ✓  
And Mary A. Houston, ✓ )

Plaintiffs, )

v. )

Charles Houston, Jr. ✓ )

Defendant. )

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

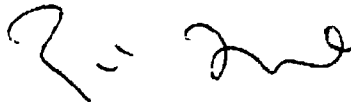
**SUMMONS**

2012 OCT -4 PM 12:55  
RECEIVED  
CLERK OF COURT  
BEAUFORT COUNTY, S.C.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the allegations of the attached Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer upon the subscriber at his office, 1 Corpus Christi Place, Suite 105, Hilton Head Island, South Carolina, within thirty (30) days after the service thereof, exclusive of the day of such service; and if you fail to reply to the Complaint within the time aforesaid, a Default Judgment may be entered against you and, the Plaintiff will apply to the Court for relief demanded in the Complaint.

**THE LAW OFFICE OF DEAN B. BELL, LLC**



Dean B. Bell, Esq.  
Zach S. Naert, Esq.  
1 Corpus Christi Place, Suite 105  
Hilton Head Island, SC 29928  
Tel: (843) 785-9772  
Fax: (843) 785-9773  
Attorneys for Plaintiffs

October 2, 2012  
Hilton Head Island, SC

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CASE NO. 2011-CP-07-02474

5141

---

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

Plaintiffs

v.

ANSWER TO

Charles E. Houston, Jr.

FIRST AMENDED COMPLAINT

Defendant

---

To: Zach S. Bell, Esquire; Attorney for Plaintiffs.

The Defendant, Charles E. Houston, Jr.; answering to the complaint herein would show unto the Court the following;

1.

Motion to Dismiss

The Defendant moves the Court to dismiss the action herein pursuant to SCRPC 12(b)(6) for failure to state a cause of action and upon the further grounds of *Res a' Judicata*. The Defendant would further move the Court pursuant to SCRPC, Rule 19 to dismiss the action herein for failure to join necessary and indispensable parties to this action as either Defendants or Plaintiffs. This motion is predicated upon the fact that a portion of the property subject to this action is "Heir's Title" and there may be other parties having a claim of interest in the property. The property was original owned by Alexander and Mariah Patterson who both died intestate in 1962 without administration of probate upon their estates.

2.

The Defendant admits Paragraphs 1 through 7 of the Complaint.

3.

The Defendant denies Paragraph 8 through 11 of the Complaint.

4.

The Defendant admits to Paragraph 12 of the Complaint.

5.

The Defendant denies Paragraphs 13 through 26 of the Complaint.

6.

The Defendant admits to Paragraph 27 of the Complaint.

7.

The Defendant denies Paragraph 27 of the Complaint.

8.

The Defendant admits to Paragraph 29 through 30 of the Complaint.

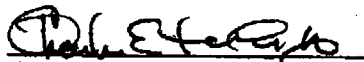
9.

The Defendant denies Paragraph 31 through 32 of the Complaint.

The Defendant denies Paragraph 33 of the Complaint as the property may be devisable in kind.

Wherefore, having answered to the complaint herein the defendant prays the Court that the Complaint herein be dismissed with costs assessed to the Plaintiffs.

Respectfully submitted,



Charles E. Houston, Jr.  
Defendant, Pro Se  
31 Marshland Road  
Hilton Head Island, SC 29938  
Phone: 843-684-0211  
[charles@houstonlawfirm.net](mailto:charles@houstonlawfirm.net)

November 15, 2012  
Hilton Head Island, SC

CERTIFICATE OF SERVICE

I am the stated Defendant and I do hereby certify that I have mailed a copy of the Answer in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to the Attorney for the Plaintiffs to the Address shown below.

Zach S. Naert, Esq.  
Law offices of Dean B. Bell

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 201 I-CP-07-5141

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

Plaintiffs,

vs.

Charles E. Houston, Jr.,

Defendant.

NOTICE OF MOTION  
And  
MOTION FOR RECONSIDERATION

2013 JUL 30 PM 3:37  
JENNIFER A. HARRIS  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

TO: DEAN T. BELL, ESQ. ATTORNEY FOR PLAINTIFFS

YOU WILL PLEASE TAKE NOTICE that the Defendant, will pursuant to SCRPC Rule 59 (a2)(e) move before the Honorable Marvin H. Dukes, Master In Equity, Fourteenth Judicial Circuit, at the Beaufort County Judicial Center, 102 Ribault Road, Beaufort South Carolina upon ten (10) days after service hereof, or at such other time and place as may be convenient to the Court and Counsel to amend the findings of fact and conclusions of law or make new findings and conclusions and direct the entry of a new judgment from the Order of the Court entered on July 19 , 2013 in the action herein.

The grounds for the Motion are as follows:

1. The Court did not render a pre order ruling upon which the Final Order would be drafted or request both parties to submit proposed orders for the Court to consider before drafting its own Order. It appears that Plaintiff's counsel unilaterally submitted a proposed Order to the Court without providing the Defendant with a copy.
2. The Court erred in permitting any testimony pertaining to their cause of actions for accounting, conversion, contribution and partition for private sale for the same had been dismissed by Order of The Hon. John Ernest Kinard,

presiding Judge of the Circuit Court in ruling upon the Defendant's Motion to Dismiss. The unappealed Order of the Circuit Court dismissed all of Plaintiff's causes of action. Plaintiff was advised by Judge Kinard that their sole cause of action would be for Partition by Public Sale. The Circuit Court ruling rather than completely dismissing the case allowed Plaintiff's counsel to amend their Complaint. The Plaintiffs Amended Complaint is a rearrangement and reshuffling of their first dismissed complaint but the same alleged causes of action. The continuing prosecution of an action by counsel after the court has dismissed it would fall under the preview of the South Carolina Frivolous Civil Proceedings Sanctions Act. SC Code Ann.15-36-10. At the commencement of the Final Hearing the Court was appraised

Further, Fraud upon the court is a narrow and invidious species of fraud that "subverts the integrity of the Court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." Chewning v. Ford Motor Co., 354 S.C. 72, 78, 579 S.E.2d 605, 608 (2003).

3. That there is no statutory provision, case law or Rule under the SCRCF that permits a Master in Equity or another Circuit Court Judge to circumvent the prior Order of a Circuit Court Judge.

4. That the Court did not address and made no appropriate analysis or discussion on defendant's submitted evidence upon the issue of the property being encumbered as 'heirs title'; especially as to the smaller tract. This evasive manipulation by the scrivener was not observed by the Court.

5. While a court of equity may draft flexible remedies it still must follow the law. The causes of action brought by the Plaintiffs for rents, taxes and insurance are actions within the Probate Court pertaining to rights of contribution among heirs of descendant's estates and does not apply to persons owning property as



tenants in common. Under the common law, Co-owners share a number of rights by default:

A. Each owner has an unrestricted right of *access* to the property. When one co-owner wrongfully excludes another from using the shared property, the excluded co-owner can bring a cause of action for *ouster*. As a remedy, the court may grant the wronged co-owner the fair rental value of the property for the time that they were ousted. No ouster has occurred or been alleged.

B. Each owner has a right to an *accounting of profits* made from the property. If the property generates any income (e.g. rent, farming, etc. . . .) each owner is entitled to a pro-rata share of that income.

C. Each owner has a right of *contribution* for the costs of owning the property. Co-owners can be forced to contribute to the payment of expenses such as property taxes, or mortgages for the entire property.

6. The Court of Equity is without jurisdiction to order the sale of property owned among tenants in common by private sale, only by public auction under the Petition statute.

7. Attorney fees should not be awarded to Plaintiff's counsel because when the errors in the Order are reviewed by the Court the relief sought by the Plaintiffs should be denied.

25

That there is no record of any instructions of the Master in Equity ever informing Attorney Bell what findings of fact or conclusions of law should be incorporated into the Order.

26

That Atty. Bell in addition to not providing me with a copy of his communications with the Master in Equity also made extrinsic false exparte representations to the Master-in Equity that induced the Master to assign to him the preparation of the Order.(See Plaintiff's Affidavit in Response to Defendant's Affidavit for Relief of Judgment in the action herein.)

27

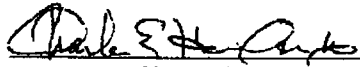
That there were stated findings of fact in the Order for which no testimony was rendered and upon matters not set forth in the complaint particularly relating to Cornelia H. Hall being granted the power to sell the property on behalf of the tenants in common at a price to be agreed upon by her with the liberty to choose the attorney and real estate agent.

28

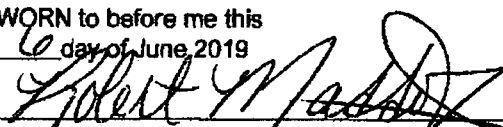
That the sale of the property was completed without being pre-approved by the Court.

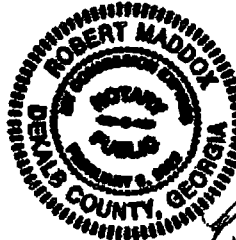
29

Further, that Affiant has been severely inhibited in obtaining other pertinent facts pertaining to this case because of the lateness in being served with discovery responses from the defendant, Atty Dean B. Bell whose responses are also incomplete.

  
Charles E. Houston Jr.

SWORN to before me this  
6 day of June, 2019

  
Notary Public for the State of Georgia  
My Commission expires 2-8-2022



STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

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

Plaintiffs, )

v. )

Charles E. Houston, Jr. )

Defendant. )

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

**NOTICE OF MOTION AND MOTION FOR  
ORDER OF REFERENCE**

2012 JUN -  
PM 1:21  
CLERK OF COURT  
BEAUFORT COUNTY, S.C.

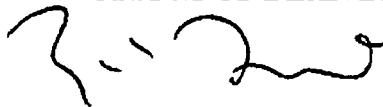
**TO: CHARLES E. HOUSTON, JR., ESQUIRE, DEFENDANT:**

**YOU WILL PLEASE TAKE NOTICE** that Plaintiffs above-named, by and through their undersigned counsel, on or about the tenth (10th) day after service, before the Presiding Judge of the Court of Common Pleas for Beaufort County, South Carolina, 102 Ribaut Road, Beaufort, South Carolina 29902, or at such other time and place as is convenient to the Court and Counsel, will move or an Order of the Court to refer this matter to the Honorable Marvin H. Dukes, III, as Master-in-Equity for the above-entitled county, and that the Master-in-Equity shall have the authority to enter final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the court of Appeals as provided by the South Carolina Appellate Court Rules in accordance with Rule 53, SCRCP.

[signature block on following page]

1 of 2

**THE LAW OFFICE OF DEAN B. BELL, LLC**



---

Dean B. Bell  
Zach S. Naert  
87 Grays Hwy  
PO Box 1779  
Ridgeland, SC 29936  
Tel: (843) 717-2772  
Fax: (843) 717-2770  
Attorneys for Plaintiff

May 31, 2012  
Ridgeland, SC

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

2012 SEP -4 PM 4:48 CASE NO.: 2011-CP-07-5141

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

Plaintiff,

vs.

Charles E. Houston, Jr.,

Defendant.

MOTION AND ORDER INFORMATION

FORM AND COVERSHEET

Plaintiff's Attorney:

Zach S. Naert, Bar No. 78163

Address:

87 Grays Hwy/PO Box 1779, Ridgeland, SC  
29936

Phone: (843) 717-2772 Fax (843) 717-2770

E-mail: znaert@deanbell-law.com Other:

Defendant's Attorney:

Charles E. Houston, Jr., Bar No. \_\_\_\_\_

Address:

31 Marshland Road, Hilton Head Island, SC  
29936

Phone: (843) 684-0211 Fax (843) 681-9119

E-mail: charles@houstonlawfirm.net Other:

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Compel

Estimated Time Needed: 15

Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff/☐ Defendant

Date submitted 8/30/12

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$

☒ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,  
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: \_\_\_\_\_

☐ Other: \_\_\_\_\_

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached  
order.

☐ Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_

Date: \_\_\_\_\_

CLERK'S VERIFICATION

Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_

☐ MOTION FEE COLLECTED: \$ \_\_\_\_\_

☐ CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

**The Law Office of Dean B. Bell, LLC**

87 Grays Highway  
Post Office Box 1779  
Ridgeland, South Carolina 29936

Dean B. Bell\*  
Joseph DuBois  
R. Myers Truluck, Jr.  
Zach S. Naert

Telephone\* (843) 717-2772  
Fax \* (843) 717-2770  
Website\* [www.deanbell-law.com](http://www.deanbell-law.com)

\* *Certified Arbitrator & Mediator*

August 30, 2012

**VIA US POSTAL SERVICE**

Clerk of Court - Beaufort County  
Jerri Ann Roseneau  
PO Box 1128  
102 Ribaut Road, Rm 208  
Beaufort, SC 29901-1128

Re: *Cornelia H. Hall, et al. v. Charles E. Houston, Jr.*  
Case No.: 2011-CP-07-5176

Madam Clerk:

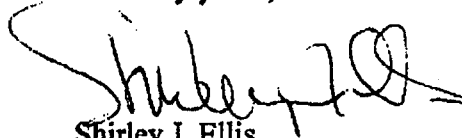
Enclosed please find the original and TWO (2) copies of the *Motion and Order Coversheet, and Order*, in connection with the above referenced matter Please file the originals in this case and clock and return the two extra copies to our office via the enclosed self addresses stamped envelope.

By copy of this letter, I am serving all counsel of record with the above-reference documents.

Thank you for your attention to this matter.

With kind regards, I am,

Sincerely yours,



Shirley J. Ellis  
Paralegal to Zach S. Naert

/sje

Enclosures

cc: Charles E. Houston, Jr., Pro Se Defendant (w/encl.)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )  
 )  
Cornelia H. Hall, Jeanne H. Hampton, )  
and Mary A. Houston, )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
Charles E. Houston, Jr. )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

**NOTICE OF MOTION AND MOTION FOR  
SUMMARY JUDGMENT**

2012 JUN -4 PM 1:27  
CLERK OF COURT  
BEAUFORT COUNTY, S.C.

**TO: CHARLES E. HOUSTON, JUNIOR, ESQUIRE, DEFENDANT:**

**YOU WILL PLEASE TAKE NOTICE** that Plaintiffs above-named, by and through their undersigned counsel, on or about the tenth (10th) day after service, before the Presiding Judge of the Court of Common Pleas for Beaufort County, South Carolina, 102 Ribaut Road, Beaufort, South Carolina 29902, or at such other time and place as is convenient to the Court and Counsel, will move or an Order of the Court pursuant to Rule 56, SRC P, for Summary Judgment as there exists no genuine issue of material fact regarding Plaintiffs' Second and Fourth Causes of Action in Plaintiffs' Complaint, Conversion/Unjust Enrichment and Partition by Sale, and that Plaintiffs' are entitled to judgment as a matter of law.

This Motion is supported by Order of the Honorable J. Ernest Kinard, Junior (attached hereto as Exhibit "A"), Defendant's sworn statement (attached hereto as Exhibit "B"), and Defendant's Responses to Plaintiffs' Second Set of Requests to Admit (attached hereto as Exhibit "C").

Plaintiffs' Second Cause of Action alleges that Defendant has converted the subject property to his own use by operating a business and residing thereon and not paying rent

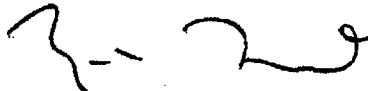
therefor, and, although Defendant denies this allegation in his Answer, he admits in Defendant's Responses to Plaintiffs' Second Set of Requests to Admit that his primary residence is located on the subject property, that he has never paid any of Plaintiffs' any sum of money for the business that he operates on the subject property, and that he has never paid any of Plaintiffs' any sum of money for his primary residence on the subject property.

Plaintiffs' Third Cause of Action seeks partition of the subject property by sale. Judge Kinard ordered that "Defendant shall admit or deny Plaintiffs' Second Set of Requests to Admit within ten (10) days from the date of the hearing, or on or by Friday, May 15, 2012, or said Requests shall be deemed admitted." Pursuant to Defendant's sworn statement, Defendant mailed his Responses to Plaintiffs' counsel on May 23, 2012, approximately eight (8) days after the deadline set forth in Judge Kinard's Order. Plaintiffs' Sixth Request to Admit in Plaintiffs' Second Set of Requests to Admit (attached hereto as Exhibit "D") requests that Defendant admit that he agrees to a partition by sale. Plaintiffs' Seventh Request to Admit in Plaintiffs' Second Set of Requests to Admit requests that Defendant admit that he agrees to employ a private real estate agent to list and sell the subject property. Pursuant to Judge Kinard's Order, said Requests are deemed admitted.

[signature block on following page]



**THE LAW OFFICE OF DEAN B. BELL, LLC**



---

Dean B. Bell  
Zach S. Naert  
87 Grays Hwy  
PO Box 1779  
Ridgeland, SC 29936  
Tel: (843) 717-2772  
Fax: (843) 717-2770  
Attorneys for Plaintiff

May 31, 2012  
Ridgeland, SC

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

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

Plaintiffs, )

v. )

Charles E. Houston, Jr. )

Defendant. )

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

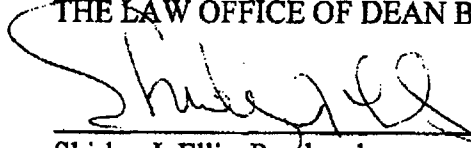
**CERTIFICATE OF MAILING**

2012 JUN -4 PM 1:27  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

I, Shirley J. Ellis, Paralegal to The Law Office of Dean B. Bell, LLC, hereby certify that a copy of the *Motion and Order Coversheet, Notice of Motion and Motion to Compel and for Sanctions, Motion and Order Coversheet, Notice of Motion and Motion for Summary Judgment, AND Motion and Order Coversheet, Notice of Motion and Motion for Order of Reference* was served as follows: by depositing same in the United States Mail, postage pre-paid and properly addressed, as follows:

Charles E. Houston, Jr., Esquire  
Houston Law Firm  
P.O. Box 5130  
Hilton Head Island, SC 29938

THE LAW OFFICE OF DEAN B. BELL, LLC

  
Shirley J. Ellis, Paralegal  
87 Grays Hwy./P.O. Box 1779  
Ridgeland, SC 29936  
843-717-2772 / Fax: 843-717-2770

June 1, 2012  
Ridgeland, SC

# EXHIBIT "A"

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

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

Plaintiffs, )

vs. )

Charles E. Houston, Jr., )

Defendant. )

IN THE COURT OF COMMON PLEAS

FOURTEENTH JUDICIAL CIRCUIT

CASE NO. 2011-CP-07-5141

**ORDER**

**THIS MATTER** comes before this Court following a hearing on the Plaintiffs' Motion to Compel, which motion was granted by this Court on May 15, 2012;

**AT THE HEARING** Plaintiffs' counsel showed that Defendant failed to answer any and all discovery requests for more than five (5) months. Plaintiff further showed that Defendant served answers and responses to some of Plaintiffs' discovery requests on the morning of the hearing, but not to Plaintiff's Second Set of Requests to Admit. Defendant agreed to answer and respond more specifically to Plaintiffs' discovery requests, and to admit or deny Plaintiffs' Second Set of Requests to Admit within ten (10) days from the date of the hearing, or on or by Friday, May 25, 2012, or that said Requests shall be deemed admitted.

**NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

- A. Defendant shall more answer and respond more specifically to Plaintiffs' discovery requests; and
- B. Defendant shall admit or deny Plaintiff's Second Set of Requests to Admit within ten (10) days from the date of the hearing, or on or by Friday, May 15, 2012, or said Requests shall be deemed admitted.

**IT IS SO ORDERED.**

  
Hon. J. Ernest Kinard, Jr.  
Fourteenth Judicial Circuit

Ridgeland, SC

5/24, 2012

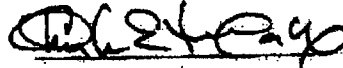
# EXHIBIT "B"

Facsimile: (843) 689-9119

May 23, 2011  
Hilton Head Island, SC

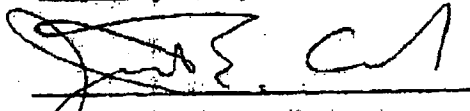
## VERIFICATION

PERSONALLY appeared before me Charles E. Houston, Jr. who, after being first duly sworn, deposes and says that he is the Defendant in the foregoing action; that he has read the foregoing Request to Admit, that the facts stated therein are true of his own knowledge, except those matters and things therein alleged on information and belief, and as to those, he believes it to be true.



Charles E. Houston, Jr.

SWORN to before me this  
23<sup>rd</sup> day of May, 2012



Notary Public for South Carolina

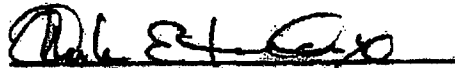
My Commission expires: 7/21/18

## CERTIFICATE OF MAILING

I do hereby certify that I have mailed a copy of the Responses to Request for Admissions which is attached hereto and incorporated herein by reference, dated May 18, 2012 and in connection with the above-referenced case, by mailing a copy of the same by United States mail, postage prepaid, to each opposing counsel, and in separate envelopes, at each of their respective addresses shown below.

Zach S. Naert, Esq.  
Law Offices of Dean B. Bell  
87 Grays Highway  
P.O. Box 1779  
Ridgeland, SC 29936

This 23<sup>rd</sup> day of May, 2012 at Hilton Head Island, SC.



Charles E. Houston, Jr.

# EXHIBIT "C"

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS  
) FOURTEENTH JUDICIAL CIRCUIT  
) CIVIL ACTION NO.: 201 LCP-07-5141

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

Plaintiffs,

vs.

Charles E. Houston, Jr.,

Defendant.

DEFENDANT'S RESPONSES TO  
PLAINTIFF'S SECOND SET OF  
REQUESTS FOR ADMISSION

TO: ZACH S. NAERT, ESQ., ATTORNEY FOR PLAINTIFFS

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Charles E. Houston, Jr., hereby responds to the Plaintiff's Request for Production to Defendant as follows.

**Request to Admit # 1.**

**Admit that your primary residence is located on the subject property.**

**RESPONSE:  
ADMITTED AS TRUE**

**Request to Admit # 2.**

**Admit that you have never paid any of Plaintiffs any sum of money for your business, a practice of law, which you operate on the subject property.**

**RESPONSE:  
ADMITTED AS TRUE**

**Request to Admit # 3.**

**Admit that you have never paid any of Plaintiffs any sum of money for primary residence which is located on the subject property.**

**RESPONSE:  
ADMITTED AS TRUE**

**Request to Admit # 4.**

**Admit that you have converted the entire subject property to your own use.**

**RESPONSE:**  
**DENIED AS FALSE**

**Request to Admit # 5**

**Admit that Plaintiffs have paid taxes and insurance on the subject property and that you have never paid any of Plaintiffs any sum of money as contribution thereon.**

**RESPONSE:**  
**DENIED AS FALSE.**

**The Plaintiff's have not paid the taxes and a balance is due on the insurance premium. Defendant has not contributed as of this date.**

**Request to Admit # 6.**

**Admit that you agree to a partition by sale.**

**RESPONSE:**  
**DENIED AS FALSE**

**Request to Admit # 7.**

**Admit that you agree to employ a private real estate agent to list and sell the subject property.**

**RESPONSE:**  
**DENIED AS FALSE**

**Request to Admit # 8.**

**Admit that you have failed to answer or respond to Plaintiffs First Set of Interrogatories to Defendant, Plaintiff's First Set of Requests for Production to Defendant, and Plaintiff's First Set of Requests to Admit to Defendant within sixty (60) days of being served.**

**RESPONSE**  
**DENIED AS FALSE**

Respectfully submitted

By   
Charles E. Houston, Jr.  
Defendant, Pro Se  
31 Marshland Road  
Hilton Head Island, South Carolina, 29938  
Telephone: (843) 681-9111

# EXHIBIT "D"

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT )

FOURTEENTH JUDICIAL CIRCUIT

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

CIVIL ACTION NO.: 2011-CP-07-5141

Plaintiffs, )

**PLAINTIFF'S SECOND SET OF  
REQUESTS FOR ADMISSION TO  
DEFENDANT**

vs. )

Charles E. Houston, Jr., )

Defendant. )

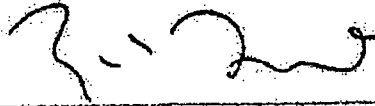
**TO: CHARLES E. HOUSTON, JR., THE ABOVE-NAMED DEFENDANT**

**YOU WILL PLEASE TAKE NOTICE** that the Plaintiffs, pursuant to SCRPC 36,

hereby serve the following Requests to Admit. Each matter shall be admitted unless, within thirty (30) days after service of the request, Defendant serves upon Plaintiffs written answers or objections addressed to the matters.

1. Admit that your primary residence is located on the subject property.
2. Admit that you have never paid any of Plaintiffs any sum of money for your business, a practice of law, which you operate on the subject property.
3. Admit that you have never paid any of Plaintiffs any sum of money for primary residence which is located on the subject property.
4. Admit that you have converted the entire subject property to your own use.
5. Admit that Plaintiffs have paid taxes and insurance on the subject property and that you have never paid any of Plaintiffs any sum of money as contribution thereon.
6. Admit that you agree to a partition by sale.
7. Admit that you agree to employ a private real estate agent to list and sell the subject property.

**THE LAW OFFICE OF DEAN B. BELL, LLC**



---

Dean B. Bell  
Zach S. Naert  
87 Grays Hwy  
PO Box 1779  
Ridgeland, SC 29936  
Tel: (843) 717-2772  
Fax: (843) 717-2770  
Attorneys for Plaintiff

May 31, 2012  
Ridgeland, SC



9/15/15  
C. Williams  
6362

RECORDED  
2015 Jul -17 10:48 AM

B. B. B.  
BEAUFORT COUNTY AUDITOR

CCW/01792-003  
STATE OF SOUTH CAROLINA )  
COUNTY OF BEAUFORT )

BEAUFORT COUNTY SC - ROD  
BK 3412 Pgs 462-470  
FILE NUM 2015034623  
07/07/2015 08:43:32 AM  
REC'D BY rwebb RCPT# 780675  
RECORDING FEES \$15.00  
County Tax \$423.50  
State Tax \$1,001.00  
DEED Tax \$962.50

GENERAL WARRANTY DEED

WHEREAS, on July 19, 2013 in Civil Action No. 2011-CP-07-5141, an Order was filed pursuant to which CORNELIA H. HALL, MARY A. HOUSTON and JEANNE H. HAMPTON were authorized to enter into a listing agreement for the purpose of partitioning by sale certain property located on Hilton Head Island, Beaufort County, South Carolina, and

WHEREAS, pursuant to that Order, Cornelia H. Hall was authorized to sign all documentation necessary to list the property and effect the sale and transfer of the property, including the deed and any other documentation associated with the sale.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that WE, CHARLES E. HOUSTON, JR., CORNELIA H. HALL, MARY ANNETTE HOUSTON and JEANNE H. HOUSTON (hereinafter jointly referred to as "Grantors"), in the State aforesaid, in consideration of the sum of **THREE HUNDRED EIGHTY FIVE THOUSAND and NO/100 (\$385,000.00) DOLLARS** to them in hand paid by **B. HAMMEL PROPERTIES, LLC** (hereinafter referred to as the "Grantee") whose address is 522 Salem Heights Drive, Gibsonia, Pennsylvania 15044, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release subject to the easements, restrictions, reservations and conditions set forth in the legal description below, unto the said Grantee, forever, the following described property to wit:

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, and **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.

BEAUFORT COUNTY DMP#: R510 008 000 008C 0000

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.

23<sup>rd</sup> day of June, 2015. IN WITNESS WHEREOF, Grantor have caused these presents to be executed this

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

(2) [Signature]  
Signature of 1<sup>st</sup> Witness

(3) [Signature]  
Signature of 2nd Witness/Notary Public

(1a) Cornelia H. Hall  
Cornelia H. Hall  
Authorized Signatory pursuant to  
that certain Final Order filed on  
July 19, 2013 in Case #2011CP0705141

STATE OF Georgia )  
COUNTY OF Chatham )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Cornelia H. Hall personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 23<sup>rd</sup> day of June, 2015.

(4) [Signature] (L.S.)  
Notary Public for the State of Georgia  
My Commission Expires: 4/13/2018

[NOTARY SEAL]

MARY ELIZABETH DAVIS BROWN  
Notary Public, Chatham County GA  
My Commission Expires April 13, 2018

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

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

RECORDED  
2018 Jun -04 10:50 AM

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**

| 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



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]**

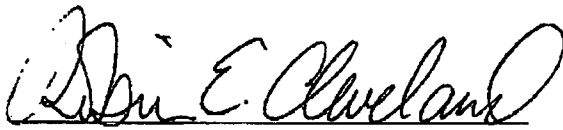


©2018 Chester C. Williams, LLC  
\\CCWLAW10\Data\Clients\Active\01792-007 B Hammel Sale\2018-05-22 LWD.docx

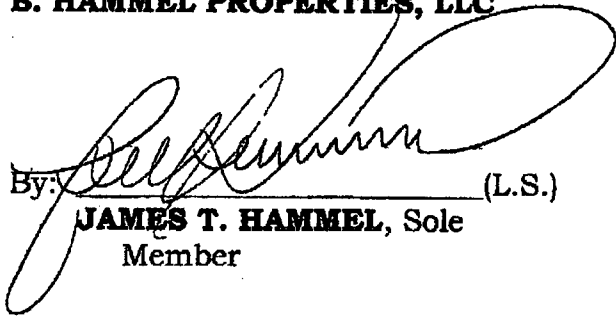
IN WITNESS WHEREOF, I set my hand and seal this 22<sup>nd</sup> day of May, 2018.

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE  
OF:

  
(non-notary witness signature)

  
(notary signature)

B. HAMMEL PROPERTIES, LLC

By:  (L.S.)  
JAMES T. HAMMEL, Sole  
Member

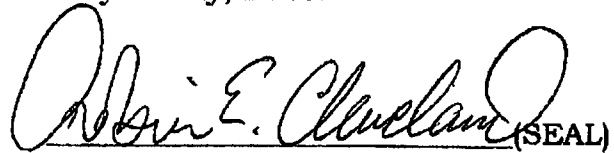
STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that **JAMES T. HAMMEL, Sole Member of B. HAMMEL PROPERTIES, LLC** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 22<sup>nd</sup> day of May, 2018.

 (SEAL)  
(notary signature AND official  
stamp/seal)

Notary Public for South Carolina  
My Commission Expires ~~My Commission Expires~~  
July 13, 2020



STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

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

Plaintiffs, )

v. )

Charles E. Houston, Jr. )

Defendant. )

IN THE COURT OF COMMON PLEAS

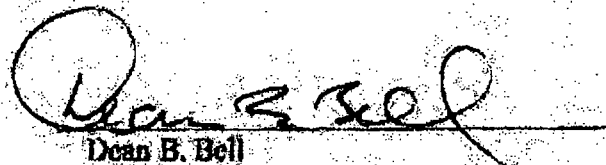
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-07-5141

SATISFACTION OF JUDGMENT

The undersigned, being counsel of record for the holders of the above referenced judgment, in the Beaufort County Court of Common Pleas, South Carolina, does hereby acknowledge that said judgment has been paid in full and that the judgment and any lien created thereby is hereby released and satisfied.

Dated this 20<sup>th</sup> day July, 2015.

  
Dean B. Bell

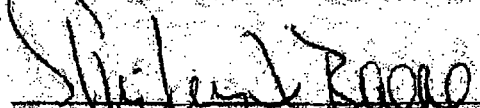
STATE OF SOUTH CAROLINA )

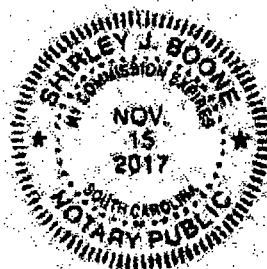
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Dean B. Bell, Esquire, as attorney for the Plaintiffs, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20 day of July, 2015.

 (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 11/15/2017



2015 JUL 22 PM 3:16

**THE STATE OF SOUTH CAROLINA**

**IN THE COURT OF APPEALS**

**APPEAL FROM BEAUFORT COUNTY  
COURT OF COMMON PLEAS  
HON. MARVIN H. DUKES, III, MASTER IN EQUITY**

**CASE NO: 201 I-CP-07-5141**

Charles E. Houston, Jr.,

Appellant/ Defendant.

vs.

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

Respondent/ Plaintiff

**NOTICE OF APPEAL**

The above named Appellant appeals the Order of the Honorable Marvin H. Dukes, Master in Equity filed on September 11, 2013 denying Defendant/ Appellant's Motion for Reconsideration and the prior Final Order of July 19, 2013.

Respectfully submitted

By:   
Charles E. Houston, Jr.  
31 Marshland Road  
Hilton Head Island, SC 29926  
Telephone: (843) 684-0211  
[charleshouston31@aol.com](mailto:charleshouston31@aol.com)  
Appellant, Pro Se

September 23, 2013  
Hilton Head Island, SC

13 SEP 27 PM 3:29  
CLERK OF COURT  
BEAUFORT COUNTY, S.C.



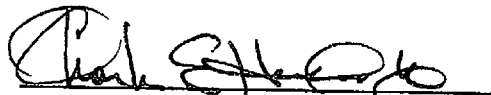
STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

**RECEIVED**

CERTIFICATE OF APPELLANT

FEB 17 2021  
**SC Court of Appeals**

I, Charles E. Houston, Jr., the Appellant in the appeal herein, do hereby certify  
That this Record on Appeal contains all matter proposed to be included by any  
of the parties and not any other material.



Charles E. Houston Jr.  
1000 Main Street, Suite 200C  
Hilton Head Island, SC 29926