

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
2016-CP-25-00170

RECEIVED

Jun 24 2021

SC Court of Appeals

The Station, Inc,)
)
Plaintiff,)
)
vs.)
)
Hampton County,)
)
Defendants.)
-----)

EXCERPT OF JURY TRIAL

DIRECTED VERDICT MOTIONS
AND RULINGS

May 24 - 27, 2021
Hampton, South Carolina

B E F O R E:

The Honorable Kristi Curtis, Judge Presiding

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1 Supreme Court, that's not fatal. And in that case,
2 Your Honor, the temporary restraining order was set
3 aside and the injunction was refused. Your Honor,
4 that -- that -- that -- that case did not decide
5 that the lack of duration was fatal, that case said
6 that that's the missing element. I don't believe
7 the word fatal there is being used in the context of
8 the claim fails. That -- that -- that word is being
9 used in the context of this is what's -- this was
10 missing, or this is what is maybe not addressed.
11 Your Honor, and I -- I -- I've looked, the case law,
12 Your Honor, an easement is a burden on property, an
13 easement is a right to use property, but I -- I
14 found no case law, and I mean I looked all night
15 long last night at this stuff, I found no case law
16 that indicates that an easement is a sale of
17 property, which encompasses giving up rights as
18 opposed to allowing co-existing rights. And, Your
19 Honor, I don't want to keep the Jury waiting. If I
20 need to, you know, if I need to pull out and give
21 that to you specifically, I'm glad to if that's an
22 issue that you feel like you need that, I'll -- but
23 I'll let you tell me how you want to proceed.

24 THE COURT: I think where we are is that I'm
25 going to grant the motion for a directed verdict as

1 to the breach of contract cause of action and as to
2 the specific performance cause of action. It
3 appears to me that this 2005 letter is similar to
4 the memorandum of understanding, I can't remember
5 the case, the one that Kaye Hearn wrote for the
6 Supreme Court confirming Buck James, involved a
7 hotel in downtown Columbia. That this is more in
8 the nature of that memorandum of understanding of
9 what the parties intend to do in the future. That
10 Hampton County has authorized Mr. Daniel to make
11 these commitments, and, I guess, what -- what really
12 strikes me is, the tentative nature of this with the
13 language that, you know, "We intended in the future
14 to install runway -- runway lights. We would
15 appreciate your commitment to grant the property in
16 a property swap. Hampton County concurs with that
17 request." At that point, that's just a request.
18 Here's what we're willing to commit to you, here's
19 what we're going to ask you to do commit back to us.
20 So the fact that there's no duration on this, I mean
21 I'm just having to torture this to make this be able
22 to go to the Jury on the breach of contract cause of
23 action. It pains me to direct a verdict, because I
24 would prefer for the Jury to have to make this
25 decision and not me, but I just -- I -- I can't

1 torture this in any way to be able to send this to
2 the Jury. I do find that the promissory estoppel
3 claim does present questions of fact for the Jury to
4 determine, whether the County made promises to
5 Mr. Jones in order to get him to bring his Company
6 here; whether they made a promise to give him use of
7 the runway from the northeast tip of the Airport to
8 the Gemco property line, and whether they made good
9 on that promise. So I do think that the promissory
10 estoppel claim goes to the Jury. And that will be
11 my ruling.

12 MS. JETT: Your Honor, if I may be heard
13 briefly, and I'm not arguing after the Court has
14 ruled except that I do not know --

15 THE COURT: Sure, because we're not going to
16 reargue.

17 MS. JETT: Right, I do want to -- want to know,
18 I think we're gonna need some guidance later from
19 the Court on the Jury Verdict form, because if the
20 promise was made, we get back to the duration of the
21 promise unless they fill in the terms of the
22 promise, so I do think we're going to need to hash
23 out the Jury Verdict form.

24 THE COURT: I feel certain we'll need to hash
25 something out, but I -- I have confidence we can do

1 contract counterclaim directed verdict was denied,
2 and that's why both went to the jury, and -- and had
3 Your Honor denied our motion for a directed verdict,
4 all would have gone to the Jury in this case.

5 THE COURT: I don't want to keep the Jury
6 waiting too long. Let me just -- I'm gonna kind of
7 just break for a minute so I can take a look at
8 this, and -- and I'll be right back with y'all. Let
9 me -- let me just step off, so I can kind of take a
10 look here.

11 MS. JETT: Than you, Your Honor.

12 (Whereupon, a brief recess is taken.)

13 THE COURT: Back on the record. The motion to
14 dismiss the jury is granted. This is a promissory
15 estoppel, there's not a right to a jury trial, so
16 I'm going to go ahead and dismiss the Jury, and we
17 will hear the remainder of the Defendant's case
18 nonjury.

19 MR. WILSON: Your Honor, could I be heard just
20 one moment, please?

21 THE COURT: Sure.

22 MR. WILSON: Your -- Your Honor, unless I
23 misread North American versus Richardson, and I know
24 Your Honor went back and reviewed it and other
25 stuff, you've got North American, who brought a DJ

1 to get too keep into it, I had to put off getting a
2 proposed order done in another case on a pretty
3 extensive issue because of this trial, and then a
4 medical malpractice trial that we were supposed to
5 be trying in two weeks that actually resolved, so it
6 freed up to be able to catch that up, but I owe that
7 order first, if I could, so if that's not too --

8 THE COURT: I don't have any objection to the
9 ten days. I'm on vacation next week, so if y'all
10 get it to me by tomorrow, that means I've got to
11 read it all next week.

12 MR. WILSON: We'll wait. We'll wait.

13 THE COURT: So ten days is perfectly fine. I do
14 have to say I really appreciate all the attorneys
15 being so thoroughly well prepared in this case.
16 Great advocates for their clients, and collegial and
17 professional. You know, anybody that criticizes
18 lawyers, I wish they could have come and have sat in
19 on this and seen what a great job all of you did, so
20 I do appreciate that very much.

21 MR. WILSON: Thank you, Your Honor.

22 MS. JETT: Thank you, Your Honor.

23 THE COURT: Okay, anything further before we
24 recess?

25 MS. JETT: Just the subject matter of the

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DIRECTED VERDICT MOTION

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THE COURT: Okay, we're back on the record.

MR. WILSON: Your Honor, may I be heard a moment?

THE COURT: Yes, sir.

MR. WILSON: Thank you.

Judge, I was just looking back over my notes on the lunch break, and -- and I understand all your rulings, I'm not questioning any, if it all, or asking you to reconsider, I mean could -- could we get on the record that they argued a number of different grounds for a directed verdict on the breach of contract claim, and could we get on the record the specific basis for the ruling on that, and then, in essence, the denial of our motions to amend to assert a -- a breach of an easement, and I guess a -- a breach of a -- a license, Your Honor? My understanding, you've taken the promissory estoppel and allowed them to proceed as a nonjury claim, but can -- can we get the specific grounds for that so that it's just more clear?

THE COURT: Sure.

MR. WILSON: Thank you.

THE COURT: The -- again, I did direct a verdict

1 as to the breach of contract cause -- cause of
2 action, based on several things. First of all, the
3 2005 letter shows the parties intent to move
4 forward. It does not contain any of the terms or
5 what type of interest the County would be granting
6 to Company Two. It uses the -- the language
7 "private taxiway right-to-use," which does not carry
8 any particular legal definition. It then goes on to
9 talk about what each party claims to do in the
10 future. The County claims to move forward with
11 improvements, that the County wants to acquire this
12 piece adjacent to the airport, and it then requests
13 that's -- this property swap, and it certainly
14 doesn't say the parties have agreed to the property
15 swap, so it's -- it's -- what they're willing to
16 offer Company Two and what Company Two -- what they
17 are requesting back to Company Two. If you look at
18 the March 2005 letter to Gary Grossman, you'll see
19 that there's different language in that letter that
20 says "You agreed to grant the portion of the
21 property to the County provided we give you a
22 similar amount of acreage." The contract's alleging
23 Mr. Jones says -- says, "This is what we're
24 requesting that you commit to us, and that Hampton
25 County Council concurs with that request." So it

1 appears to me an agreement to do something in the
2 future. Because there was no vote from County
3 Council or what appeared to be any official action,
4 I think the most that could be granted is a license
5 or a right-to-use it that was revocable. I believe
6 that it wasn't any kind of a permit, it's -- it was
7 an easement, or any other more permanent burden on
8 the County's property, that that would have had to
9 have been approved by County Council by an
10 ordinance. It does not contain any of the
11 particulars of any agreement between the parties,
12 which I guess is borne out by the fact that this
13 property swap didn't take place until 2015. So I
14 find that this does not contain any of the
15 requirements, and a particular problem to me is the
16 duration issue, that it doesn't give any indication
17 of what the duration of this right-to-use is, so
18 that's the grounds for my granting the directed
19 verdict as breach of contract.

20 MR. WILSON: And, Your Honor, I'm not trying to
21 reargue, I just -- just for the record, I'd just
22 like to note the -- and I think I argued that we had
23 had evidence, I think I said this yesterday, that we
24 had had evidence from I believe Mr. Willard Wilson
25 had come out of executive session and given

1 instruction to the chairman who gave it to
2 development director, and I think the reasonable
3 inferences from that could be drawn. And I think
4 you had denied their parol evidence arguments
5 throughout, trying to preclude any oral or other
6 evidence -- parol evidence of the meeting of those
7 words within the Plaintiff's Exhibit Number 1. And,
8 you know, we've had ample witness testimony in that
9 regard, but I -- I understand. I'm not trying to
10 reargue, I just want to make sure it was on record,
11 Your Honor. And then I think we did have the -- the
12 motion to amend in both regards that, as I
13 understood, was denied.

14 THE COURT: Well, your first was a motion to
15 amend to allege the existence of an easement.

16 MR. WILSON: Yes, Your Honor.

17 THE COURT: I -- I just don't think that
18 particularly helps you. I'm happy to allow you to
19 amend to a certain right, that he had the right to
20 an easement across the property; but, again, I don't
21 think that that helps you. I don't think that the
22 -- the discussions that we've heard thus far could
23 support the County having granted an easement,
24 particularly, when they then went on to formalize
25 the easement from the taxiway to the -- to the tip

1 of the airport.

2 MR. WILSON: Yes, Your Honor. Thank you very
3 much.

4 THE COURT: Okay. Do you want to call your next
5 witness?

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