

June 23, 1939.

Mr. Douglas McKay,  
Attorney at Law,  
Columbia, S.C.

Dear Mr. McKay:

We appreciate very much your procuring for  
us the affidavit of Daisy C. Reed as to the heirs of the  
Benjamin Campbell estate.

Yours very truly,

ROBINSON & ROBINSON,

By

JFD/K.

June 20, 1939.

Mr. Jas. H. Hammond,  
Attorney at Law,  
Columbia, S. C.

Dear Mr. Hammond:

We thank you for your letter of the 19th and the information contained therein re the interest of Jos. A. Counts in the Campbell property. Our abstractor had already discussed this question with us and seemed a little disturbed over the interpretation to be placed on the will of Benjamin Campbell.

We will go into this question with you, or have the attorney for the other Campbells to do so when we reach an agreement with them as to the sale of the property to the Housing Authority.

Yours very truly,

ROBINSON & ROBINSON,

By

AR/K.

# JOHN H. BOLLIN

*Real Estate*

102 CAROLINA LIFE BLDG.

RENTALS - INSURANCE - LOANS  
COLUMBIA, S. C.

PHONE 3660

June 20, 1939.

Mr. Douglas McKay,  
Carolina Life Bldg.,  
Columbia, S. C.

Dear Mr. McKay:

In Re: Campbell Property,  
2400 Block Forest Drive,  
Columbia, South Carolina.

At your request I have made a careful examination of the above property, and have also obtained information regarding the option price of various properties in the neighborhood.

In making the appraisal of this property I have taken into consideration the option prices on the various properties in the neighborhood, and especially the adjoining property which is now owned by Mr. Jessie T. Reese.

I am putting a value of \$6350.00 on the Campbell property, which is figured as follows: \$5,050.00 as the value of the land, and \$1300.00 as the value of the buildings, trees, shrubbery, flowers, etc. In this connection I would like to call your attention to the fact that this property has some especially valuable trees, shrubbery, etc. on it.

If there is any other information which you desire please advise me.

Yours very truly,

JHB:tm

John H. Bollin

Company  
NEW YORK, N.Y.

Reese

122 ft at 25 - Value Land -	\$ 3050,
Bluffs etc	1150
Total Value	\$ 4200

Campbell

202 ft at 25 Value Land	\$ 5050
Bluffs - Trees, flowers, shrubbery etc	1800
Total Value	\$ 6850

*John*

JAMES H. HAMMOND  
LAWYER  
6 SECURITY FEDERAL BLDG.  
COLUMBIA, S. C.

June 19, 1939

Miss Alice Robinson  
Attorney At Law  
Central Union Building  
Columbia, S. C.

Dear Miss Alice:

Joseph A. Counts comes stating that he is a brother of and the only relative in his class, that would inherit from James Counts, deceased, once husband of Lillie Campbell Counts, deceased. He claims an interest in property located at #2450 Forest Drive by reason of inheritance through the Campbells, as Lillie Campbell Counts and James Counts had no children and James Counts survived his wife, Lillie Campbell Counts.

I thought you might file this letter with whoever abstracts that title, as he might be able to help him with this chain.

Very truly,

  
James H. Hammond

JHH:fs

DOUGLAS MCKAY  
J. A. MANNING

LAW OFFICES  
MCKAY & MANNING  
CAROLINA LIFE BUILDING  
COLUMBIA, S.C.

June 19, 1939.

In Re: Campbell property.

Mr. James F. Dreher,  
Attorney at Law,  
Central Union Bldg.,  
Columbia, S. C.

Dear Jim:

The Campbells have brought by the copies of affidavits that you asked them to execute and have given me certain changes in order to set the facts straight. It might be well for you to call me and drop by and I shall explain my notations.

With best wishes.

Sincerely yours,

*Douglas McKay*  
DOUGLAS MCKAY. *L-*

DMcK:L

Mark Reynolds  
W. M. Reynolds

REYNOLDS & REYNOLDS  
ATTORNEYS-AT-LAW  
SUMTER, S. C.

June 9th, 1939.

Messrs. Robinson & Robinson,  
Attorneys at Law,  
Columbia, S. C.

ATTENTION MR. DREHER.

Dear Mr. Dreher:

Yours of the 7th of June in regard to property claimed by the five surviving daughters of Benjamin H. Campbell, deceased, received. At the time I made the loan I understood that James Counts predeceased his wife, Lilly Counts. However I did not make a thorough investigation of this phase of the matter for the reason that the interest of the five surviving daughters was ample to secure the loan. The pertinent part of the Will however reads as follows:

"And First: I give and devise to my wife, Frances Campbell for and during the term of her natural life, and no# longer, that certain lot of land, etc. \*\*\*\*\*, and from and immediately after the death of my said wife, the said premises and lot of land are to be held together as a home for my children so long as any of them shall remain unmarried and until the last of them now unmarried shall contract matrimony or die; whereupon said premises and lot of land shall be divided share and share alike among my said children, the child or children of a deceased child taking the share to which the parent would have been entitled had she or he been living".

So, under the Will, the property was to be held intact until the last of his unmarried children shall contract matrimony or die. Amo Campbell is still unmarried and living, but has waived the above provision of the Will in the mortgage I took. Upon her death or marriage the property is to be divided, ~~share~~ and share alike among "my said children, the child or children of a deceased child taking the share to which the parent would have been entitled had she or he been living". It seems clear from this that upon the death of Amo Campbell only the children, or a child or children of a predeceased parent can take. This is just my off hand opinion however.

I advised Miss Alice Robinson sometime ago that I would let her know as soon as I could ascertain what we considered a fair value of the property and since then Mr. Douglas McKay has been associated with me in the matter, and Mr. McKay stated that he would take the question of valuation up with your firm.

Very truly yours,  
*William M. Reynolds*  
William M. Reynolds.

Copy to:

Mr. Douglas McKay, Attorney at Law,  
Columbia, S. C.

June 7, 1939.

Mr. Wm. Reynolds,  
Attorney at Law,  
Sumter, S. C.

Dear Mr. Reynolds:

In preparing the abstracts on the property claimed by the five surviving daughters of Benjamin H. Campbell to which the Columbia Housing Authority is seeking to acquire title, we have discovered the fact that one of the other daughters, Lilly Counts, who died some years ago, was survived by her husband, James Counts, who later died leaving some relatives.

The will of Benjamin H. Campbell is rather difficult of construction and we are rather inclined to the view that James Counts inherited from his wife some interest in this land. We assume that you looked into this matter in making the loan, and would like to have the benefit of your judgment.

Yours very truly,

ROBINSON & ROBINSON,

By

JFD/K.

Oct. 6, 1939.

Mr. W. M. Reynolds,  
Attorney at Law,  
Sumter, S. C.

Dear Mr. Reynolds:

We are enclosing to you herewith a copy  
of the Findings of the Condemnation Board in the  
condemnation proceedings against the Campbell  
property.

Yours very truly,

ROBINSON & ROBINSON,

By

ECK.  
Enc.

JAMES H. HAMMOND  
LAWYER  
6 SECURITY FEDERAL BLDG.  
COLUMBIA, S. C.

October 4, 1939

Miss Alice Robinson  
Attorney At Law  
Central Union Building  
Columbia, S. C.

Dear Miss Alice:

I understood Mr. J. B. MCCutcheon to want a letter from me stating that we would not appeal from the allowance of \$6000.00 by the Authority for the Campbell property.

I wrote him such a letter and wish to confirm it in this letter to you, although I understand he will send you one of the letters I sent him.

In addition to that, I am sending you the originals of the Returns of Joseph Counts and William Ruff, et al.

I don't know exactly how to try this kind of case, so I am asking you to just file them and mark me present and do what you like about it.

Very truly,

  
James H. Hammond

JHH:fs  
Encl.

JAMES H. HAMMOND  
LAWYER  
6 SECURITY FEDERAL BLDG.  
COLUMBIA, S. C.

October 3, 1939

Mr. J. B. McCutcheon  
Attorney At Law  
Carolina Life Building  
Columbia, S. C.

Dear Sir:

The offer of \$6000.00 by the Housing  
Authority for the Campbell property certainly  
is reasonable.

From the standpoint of those inheriting  
through James Counts, deceased, I can assure  
you, and the Representatives of the Housing  
Authority, that no appeal will be made from  
this amount. Of course, I only represent those  
inheriting through James Counts, and have nothing  
to do with the other heirs who are interested in  
the property.

Very truly yours,

James H. Hammond

JHH:fs  
CC: Enclosed.

September 28, 1939.

Mr. William Reynolds,  
Attorney at Law,  
Sumter, S. C.

Dear Mr. Reynolds:

We thank you for your letter of the 26th in regard to the Campbell condemnation. We have not been able to contact Mr. Hammond as he is out of the City and will not return until Monday. We are sure, however, that he will agree to that price. Unless you hear from us to the contrary we will not expect you at the hearing.

Yours very truly,

ROBINSON & ROBINSON

By

EMK.

AR

Mark Reynolds  
W. M. Reynolds

REYNOLDS & REYNOLDS  
ATTORNEYS-AT-LAW  
SUMTER, S. C.

September 26th, 1939.

Messrs. Robinson & Robinson,  
Attorneys at Law,  
Columbia, S. C.

Dear Miss Robinson:

Re: Property Estate of Ben Campbell,  
deceased.

Yours of the 25th in the above received. Mr. McKay and I agreed with Mr. McNulty in the early summer to accept the sum of \$6,000, which we considered a fair price for the property. And of course if you feel, under the circumstances, that you should go ahead with the condemnation proceedings, but intend having your appraisers fix the value of the property at \$6,000 as agreed upon, then Mr. McKay and I will be bound to our agreement to accept this amount on behalf of our clients.

In other words this letter is to promise and assure you that there will be no appeal on behalf of Sarah Green, Carrie Pendleton, Amo Campbell, Benzena Robinson and Daisy C. Reed from an award of \$6,000. And as you perhaps know these five sisters have heretofore acquired the interest of Mary Campbell Pogue, deceased, from her three children.

Unless I hear from you further I will not attend the condemnation hearing in Columbia.

Yours very truly,

*William M. Reynolds*  
William M. Reynolds.

Copy to: Mr. Douglas McKay,  
Attorney at Law,  
Columbia, S. C.

59.35  
8.  
67.85

September 25, 1939.

Mr. William Reynolds,  
Attorney at Law,  
Sumter, S. C.

Dear Mr. Reynolds:    Re: Property of Daisy Campbell  
                              Reed, et al.

Mr. Hammond has filed with us an affidavit showing that the heirs of James Counts are Jos. Counts, Willima Ruff, Minnie Taylor, Lanie Douglas, Counts Ruff and Willie Ruff. One of these heirs lives in Oklahoma City and one in Columbus, Ohio. It appears to us that it will be necessary that we continue the condemnation as this affidavit only makes matters more confused.

We feel that in view of the awards which the Board has been bringing in it is probable that they will bring in a price less than \$6000.00 on this property. The Housing Authority is, however, willing to give this much for it as this was the agreed price, and we will so advise the Board if you and Mr. Hammond will then agree with us not to appeal from the amount of this award. If such is satisfactory with you, please advise us before the condemnation hearing and it will then not be necessary for you to appear, and we will only put up our appraisals for the sake of the record and have them bring in their finding as \$6000.00.

Yours very truly,

ROBINSON & ROBINSON,

By

AR/K.

JAMES H. HAMMOND  
LAWYER

6 SECURITY FEDERAL BLDG.

COLUMBIA, S. C.

September 21, 1939

Miss Alice Robinson  
Attorney At Law  
Central Union Building  
Columbia, S. C.

Dear Miss Alice:

Enclosed you will find the following papers relating to the Campbell Property, which is being condemned by the Housing Authority, bearing on the interest of the Counts:

1. Affidavit of Minnie Taylor
2. Affidavit of Joe Counts
3. Return of the heirs of the late Elizabeth Counts Ruff, sister of James Counts, deceased.
4. Return of Joe Counts, brother of James Counts, deceased.

If you will please accept service on the original of these papers and return to me, I will greatly appreciate it.

I am returning to Mr. Douglas McKay affidavit made by Daisy C. Reed, together with copy of the Minnie Taylor and Joe Counts affidavits.

If you conclude that these parties that I represent could be helpful in procuring a deed, I will do all I can to help in that way, or in any other way I can.

Very truly,

  
James H. Hammond

JHH:fs

Encl.

CC: Mr. Douglas McKay

Mark Reynolds  
W. M. Reynolds

REYNOLDS & REYNOLDS  
ATTORNEYS-AT-LAW  
SUMTER, S. C.

September 13th, 1939.

Messrs. Robinson & Robinson,  
Attorneys at Law,  
Columbia, S.C.

Dear Miss Robinson:

Yours of the 9th received yesterday and yours of the 12th with enclosures received this morning. I have had Carrie Pendleton sign acceptance of service of the Notice, Order and Petition in condemnation proceedings against the property of Estate of Ben Campbell.

I am very sorry that you have found it necessary to institute condemnation proceedings - it seems to me that it is so unnecessary because our clients ( all of the living children of Ben Campbell) are ready and willing to sign deed and it does seem that Mr. Hammond could round up his clients in time to sign deed or secure from them an agreement accepting the amount offered. As to the alleged Hawkins' claimants I have been unable to ascertain who they are or can be. Carrie says that at the time of the death of Harriet Hawkins' husband there was only one distant cousin living in Camden and as far as she knows this cousin is dead.

I associated with me in this matter Mr. Douglas McKay hoping that he could arrange an amicable settlement with the attorney, or attorneys, in Columbia representing the other claimants. I trust this can yet be arranged.

Very truly yours,  
*William M. Reynolds*  
William M. Reynolds.

ATTENTION: Miss Alice Robinson.

Sept. 12, 1939.

Mr. William Reynolds,  
Attorney at Law,  
Sumter, S.C.

Dear Mr. Reynolds:

As we told you in our letter of Saturday, we have begun condemnation against the Campbell property. We enclose herewith a copy of the Notice, Order and Petition for service upon Carrie Campbell Pendleton. We will thank you to have her acknowledge service of these papers and return the acknowledgment to us.

Yours very truly,

ROBINSON & ROBINSON,

By

AR/K.  
Encs.

September 9, 1939.

Mr. Wm. Reynolds,  
Attorney at Law,  
Sumter, S. C.

Dear Mr. Reynolds:

We cannot hold up longer the question of the Campbell property as The Housing Authority is very anxious to acquire possession immediately. Mr. Jas. Hammond, who had advised us that he was representing the heirs of James Counts now says that he is unable to get answers to his letters and he cannot tell us how many such heirs there are, and whether or not they are all available to sign a deed.

No line at all can be gotten on the heirs of Hawkins altho Mr. McKay had advised us that there had been some claim made there. We do not know the source of his information.

Since these claims cannot be determined we are today drawing condemnation papers and will begin the advertisement Tuesday morning. If you are able to clear the matter in the meantime we shall be glad to discontinue and accept a deed. It would certainly be to the advantage of your clients not to go thru a condemnation as it is entirely possible that the award of the Board would be lower than the amount which has been agreed on, and you will then have to prove to the satisfaction of the Clerk who is entitled to the money.

We are in communication with Mr. McCutcheon who has been valiantly trying to adjust this matter, but with no success.

Yours very truly,

ROBINSON & ROBINSON

By

AR

ASSOCIATE  
JOHN BETTS McCUTCHEON

LAW OFFICES  
**DOUGLAS MEKAY**  
CAROLINA LIFE BUILDING  
COLUMBIA, S.C.

September 1, 1939.

In Re: Campbell Estate.

Miss Alice Robinson,  
Central Union Building,  
Columbia, S. C.

Dear Miss Robinson:

Your letter of August 25th received.

We are now working with Mr. Hammond in  
this matter and shall secure the necessary information  
as soon as possible.

Very truly yours,

*John B. McCutcheon*  
JOHN B. McCUTCHEON.

JBMCC:L

August 25, 1939

Mr. John B. McCutcheon,  
C/o Mr. Douglas McKay,  
Carolina Life Building,  
Columbia, S. C.

Dear Mr. McCutcheon:

We have your letter of the 24th in  
re the Campbell estate.

We have written Mr. Reynolds we are  
now ready to pay for the purchase of this  
property and we are very anxious to close  
it as soon as possible. We will appreciate  
it if you will work with Mr. James Hammond  
who represents certain claimants and give us  
final information as to what parties have an  
interest in the property in order that we  
may have our deed properly executed.

Yours very truly,

Robinson & Robinson

By \_\_\_\_\_

ar/mcf

ASSOCIATE  
JOHN BETTS McCUTCHEON

LAW OFFICES  
**DOUGLAS McKAY**  
CAROLINA LIFE BUILDING  
COLUMBIA, S.C.

August 24, 1939.

In Re: Campbell Estate.

Miss Alice Robinson,  
Central Union Building,  
Columbia, S. C.

Dear Miss Robinson:

We have received this morning from Mr.  
Wm. M. Reynolds of Sumter your letter of August 21st  
written in connection with the above matter.

We shall give this matter attention and  
effect some agreement whereby the same may be cleared up  
in the very near future.

Very truly yours,

  
JOHN B. McCUTCHEON.

JBMcC:L

Mark Reynolds  
W. M. Reynolds

REYNOLDS & REYNOLDS  
ATTORNEYS-AT-LAW  
SUMTER, S. C.

August 23rd, 1939.

Messrs. Robinson & Robinson,  
Attorneys at Law,  
Columbia, S. C.

Dear Miss Robinson:

Re: ~~Campbell~~ Estate.

Yours of the 21st in the above received.  
Mr. Douglas McKay is associated with me in this matter and  
I am forwarding your letter to him this afternoon for atten-  
tion.

It seems to me that there should be no  
trouble or delay in securing deed, or deeds, from all inter-  
ested parties, and those claiming an interest- the respective  
interests of the claimants can be decided later.

Very truly yours,

*William M. Reynolds*  
William M. Reynolds.

August 21, 1939

Mr. William Reynolds,  
Attorney at Law,  
Sumter, S. C.

Dear Mr. Reynolds:

The Columbia Housing Authority is now ready to pay for the land which has been optioned to it and at such time as we can get deed from your clients, the Campbells, we are ready to pay over the purchase money. As we have heretofore advised you one James Counts is claiming an interest in this property as an heir of Joseph Counts, who was the husband of one of the Campbells. We are today informed by Mr. Jim Hammond that some nieces and nephews of Joseph Counts also claim an interest in this property.

We have also been advised that there is another in-law by the name of Hawkins claiming an interest in this property. We will thank you to get what information you can in regard to these matters and see if they can be cleared up by affidavit.

Yours very truly,

ROBINSON & ROBINSON

By

AR/M

JAMES H. HAMMOND  
LAWYER  
6 SECURITY FEDERAL BLDG.  
COLUMBIA, S. C.

August 18, 1939

Robinson & Robinson  
Attorneys At Law  
Central Union Building  
Columbia, S. C.

Gentlemen:

I wrote you on June 19 that Joseph A. Counts wished me to put in claim to the Housing Authority for his rights in the property that was owned by his deceased brother, James Counts. This property comes through Lilly Campbell Counts, wife of James Counts, who predeceased him.

Since then, representatives of the neices and nephews of James Counts have come in and asked me to help them also.

If they are entitled to anything, please let me know, and I will be glad to attend to the signatures on any instrument you may wish.

Very truly,

  
James H. Hammond

JHH:fs

Mark Reynolds  
W. M. Reynolds

REYNOLDS & REYNOLDS  
ATTORNEYS-AT-LAW  
SUMTER, S. C.

May 17th, 1939.

Messrs. Robinson & Robinson,  
Attorneys at Law,  
Columbia, S. C.

ATTENTION MISS ALICE ROBINSON.

Dear Madam:

Yours of the 15th in regard to property of Daisy Reed  
et al received.

I did not know any of the Campbells until last Spring  
when Daisy came in the office to get a loan. I finally made the  
loan, and of course looked at the property before making the loan.  
As I recall I told Daisy I thought this property had a potential  
value of between five and ten thousand dollars, provided Columbia  
continued a healthy growth. However I am not a good judge of real  
estate and would not undertake to put a value on this property  
without advice from competent real estate men in Columbia.

Daisy came in this morning and requested me to represent  
them in the matter, and so I advised her that I would try and run  
over to Columbia tomorrow, or Friday. After looking into the matter  
I will advise you at what figure they will sell. I trust this will  
not delay you unduly.

Yours very truly,

  
William M. Reynolds.

May 15, 1939.

Mr. Wm. Reynolds,  
Attorney at Law,  
Sumter, S. C.

Dear Sir:

A client of yours, Daisy Campbell, lives on a portion of the property which the Columbia Housing Authority has decided to acquire in order to put up a low rental housing project. Daisy seems very much upset about losing her home and came in to see us Saturday and asked that we write you in regard thereto as shw expected to see you in the next day or two.

While we realize that the acquisition of property in this manner may work a hardship on a few, still we are firmly convinced that it will be to the best interest of the majority to furnish adequate housing for the low income group. We have made a definite offer to Daisy and the other heirs of Benjamin Campbell for their property, which offer has been refused by them. We would now like for them to give us some idea of a reasonable price at which they would sell as we would prefer acquiring the property through negotiation rather than by condemnation.

Daisy's idea of the value of this property seemed to be that she should get \$23,000.00 for it. She states that you are familiar with the property and if you are, we are sure that you will agree with us that such a figure is so much out of reason that we could not even enter a discussion on the subject. We are acquiring the entire two blocks in there and, of course, must keep all the prices in line. We are perfectly willing to give her a fair and just price and have had two real estate agents appraise all of the property in addition to the man from the USHA in Washington, and are having two other Columbia real estate men negotiate the purchases for us.

Unless we are able to reach some price agreeable to both parties, the Housing Authority will proceed with condemnation as it has authority to take land in this way under the statute creating it.

#2-WR

We will appreciate any help you can  
give us in this matter.

Yours very truly,

ROBINSON & ROBINSON,

By

AR/K.