

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
COURT OF COMMON PLEAS

Ex Parte:
The Housing Authority of
the City of Columbia, S.C.

In re:
Condemnation of lands of
A. M. Deal.

ORDER

ROBINSON & ROBINSON
907 CENTRAL UNION BUILDING
COLUMBIA, S. C.

WAMBERMILL
MISS

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS.

Ex Parte:

The Housing Authority of the
City of Columbia, S.C.

In re:

Condemnation of lands of
A. M. Deal.

ORDER

On June 30, 1939 The Housing Authority of the City of Columbia, S.C. petitioned this Court for the appointment of a Condemnation Board, reciting that it was preparing to erect in the City of Columbia, S.C. a housing project pursuant to the provisions of Act No. 783 of South Carolina, Statutes of 1934, and that property belonging to A. M. Deal fully described in that petition was necessary for carrying out this public purpose. Whereupon this Court, by its order of June 30, 1939, appointed Evans Elliott, Chas. D. Arthur and George Collins as a Board of Condemnation, pursuant to that statute. Notice of the resolution and of this order and of a proposed meeting of the Condemnation Board was given to A. M. Deal, to Genevieve Deal, E. Wright, mortgagee, the Tax Collector for Richland County and the Sheriff of the City of Columbia, S.C., as will be shown by affidavit of service signed by H. E. Watts endorsed on the back of the petition, order and notice.

Thereafter, under date of July 19, 1939, A. M. Deal appeared before the Condemnation Board and a hearing was had before said Board pursuant to notice, at which time testimony was taken as to the value, after which the Board, by its finding of July 25, 1939, found that the fair value of the property to be taken was Forty-three Hundred (\$4300.00) Dollars,

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notice of which was given to The Housing Authority of the City of Columbia, S.C. and to A. M. Deal.

Thereafter, under date of August 1, 1939, A. M. Deal and Genevieve Elliott Wright Deal, mortgagee, through their attorney A. M. Deal, filed notice of intention to appeal alleging that the award was inadequate.

On the 11th day of September, 1939, The Housing Authority of the City of Columbia, S.C., as will appear from the receipt of the Hon. Clarence E. Hinnant, Clerk of this Court, deposited with this Court the sum of Forty-five Hundred and Fifty-eight (\$4558.00) Dollars, representing the condemnation award of \$4300.00 with interest at six (6%) per cent for one year, as provided by statute, and on the same day gave notice to A. M. Deal, attorney for A.M.Deal and Genevieve Wright Deal, mortgagee, of the said deposit and of the fact that pursuant to the statute title to the property at the time of the deposit passed to The Housing Authority of the City of Columbia, S.C. with the right on the part of that Authority to immediate possession.

In the same instrument The Housing Authority of the City of Columbia, S.C. gave notice that it would apply to this Court at the time set out in the notice for an order confirming its title to this property, and directing the Clerk of this Court to execute a proper deed to The Housing Authority of the City of Columbia, S.C., as evidence of its title, vesting in it all of the rights of A.M.Deal and all other persons having any interest in the said property.

Now, therefore, after hearing, it is

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\$4558

ORDERED AND ADJUDGED:

1. That the title to The Housing Authority of the City of Columbia, S.C. in and to the following described property:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Hampton Place, an eastern suburb of the City of Columbia, County of Richland, and State of South Carolina, being known and designated as lot No. 68 and the Western portion of Lot No. 67, as shown on a plat of said Hampton Place, recorded in the office of the Clerk of Court for Richland County in Plat Book "C" at page 35, said lot commencing at the North-western corner of the intersection of McDuffie Avenue and Marshall Street, and running North along McDuffie Avenue for a distance of fifty (50') feet; thence turning at a right angle and running west for a distance of ninety-six (96') feet; thence turning at a right angle and running North for a distance of fifty (50') feet; thence turning at a right angle and running West for a distance of seventy-two and five-tenths (72.5') feet, more or less, to an alley shown on said plat; thence turning at a right angle and running South along said alley for a distance of one hundred (100') feet, to Marshall Street; thence turning at a right angle and running East along Marshall Street for a distance of one hundred and seventy-two (172') feet, to the beginning corner, and being bounded as follows: On the North by a portion of lot No. 67 now of Park, and by a portion of lot No. 66 now of Cunningham; on the East by McDuffie Avenue; on the South by Marshall Street, and on the West by an alley.

be and hereby is confirmed.

2. That the rights of A. M. Deal and all other parties having any interest in the property hereinabove described have attached to the money deposited in the hands of the Clerk of this Court in accordance with their respective interests as of the date of said deposit.

3. That the Clerk of this Court do forthwith execute to The Housing Authority of the City of Columbia, S.C. his deed transferring the property hereinabove described to The Housing Authority of the City of Columbia, S.C. in fee simple and that the rights of A. M. Deal and of any and all

other persons claiming any interest, lien or right in this property be and hereby are forever barred.

Resident Judge, Fifth Judicial Circuit

September 16 1939.

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Service
received
9-11-39
apn/llh

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
COURT OF COMMON PLEAS

Ex Parte:
The Housing Authority of
the City of Columbia, S.C.

In re:
Condemnation of lands of
A. M. Deal.

NOTICE AND RECEIPT

ROBINSON & ROBINSON
907 CENTRAL UNION BUILDING
COLUMBIA, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS.

Ex Parte:
The Housing Authority of the
City of Columbia, S.C.

In re:
Condemnation of lands of
A. M. Deal.

NOTICE

To A. M. Deal, individually, and as attorney for himself and
for Genevieve Elliott Wright Deal:

You will please take notice that the Housing Authority
of the City of Columbia, S.C. has this day deposited with the
Hon. Clarence E. Hinnant, Clerk of the Court of Common Pleas
for Richland County, South Carolina, the sum of Forty-five
Hundred and Fifty-eight (\$4558.00) Dollars, which is the total
of the award of the Condemnation Board of Forty-three Hundred
(\$4300.00) Dollars, plus one year's interest at the legal rate
of six (6%) per cent.

This deposit is made pursuant to authority of law,
particularly Section 9 of Act No. 783 of the Acts of 1934,
XXXVIII Stat. 1374-1376.

You will further take notice that pursuant to this
deposit under the provisions of this statute title to the pro-
perty described in the Condemnation Petition dated June 30,
1939 has passed to The Housing Authority of the City of
Columbia, S.C. with the right on the part of the Authority to
enter immediately upon the property and to appropriate and
demolish any structures thereon and proceed with the construc-
tion of the project.

You will further take notice that The Housing
Authority of the City of Columbia, S.C. will apply to the Hono-

able S. Duncan Belinger, Resident (Presiding)
Judge of the Court of Common Pleas for Richland County on
the 16th day of September 1939 at 10:00 o'clock
A. M., for an order confirming the title to this property
in The Housing Authority of the City of Columbia, S.C. and for
an order directing the Clerk of this Court to execute to The
Housing Authority of the City of Columbia, S.C. a deed to this
property as evidence of title.

Robison & Robison
Attorneys for The Housing
Authority of the City of
Columbia, S.C.

September 11th 1939.

Served Aug 1, 1939

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

COURT OF

Common Pleas

Ex Parte:
The Housing
Authority of the
City of Columbia,
S.C.,

In Re:
Condemnation
of lands of
A. M. Dial

Notice
of
appeal

A. M. Dial

OWENS & LOBB
ATTORNEY AT LAW
COLUMBIA, S. C.

State of South Carolina, X
County of Richland. X In the Court of Common Pleas.

Ex Parte: X
The Housing Authority of X
the City of Columbia, S.C., X
In Re: X
Condemnation of lands of X
A. M. Deal. X

*notice
of
appeal.*

To: Robinson & Robinson, attorneys, and The Housing Authority of the City of Columbia, S.C.

NOTICE IS HEREBY GIVEN That A. M. Deal, owner, and Genevieve Elliott Wright Deal, mortgagee, hereby appeals from the award made by the Board of Condemnation for The Housing Authority of the City of Columbia, S.C., entered on the 25th day of July, 1939, in the above entitled proceedings:

1. That the award of the said Board of Condemnation was inadequate in that the same did not properly compensate the owner for his property and did not properly protect the equity of the mortgagee.

2. That the said Board of Condemnation did not properly consider the material factors of damage to the appellants in taking said property in making the said award.

3. That the said award was not in line with and was disproportionate to prices paid or agreed to be paid by The Columbia Housing Authority for other contiguous property, and was contrary to the law and evidence in the case.

4. That the award made by said Board amounts to the taking of appellants property for public use without due process of law, in violation of the rights of the appellants under the Constitutions of the United States and the State of South Carolina.

Columbia, S.C.
August 1, 1939.

A. M. Deal,
Attorney for Appellants.

Sevill accepted
July 26-1939
A. M. Deal

Robison + Robison
Atty's for the Housing Authority

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
COURT OF COMMON PLEAS

Ex Parte:
The Housing Authority of
the City of Columbia, S.C.

In re:
Condemnation of lands of
A. M. Deal.

FINDINGS OF CONDEMNATION
BOARD



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) IN THE COURT OF COMMON PLEAS.

Ex Parte:

The Housing Authority of
the City of Columbia, S.C.)

FINDINGS OF CONDEMNATION
BOARD.

In re:

Condemnation of lands of
A. M. Deal.)

We, the undersigned, having been appointed a Board of Condemnation by order of Honorable G. Duncan Bellinger dated June 30, 1939, have heard testimony in the above entitled matter and find that the true value of the property described in the petition is forty-three
hundred (\$ 4300.00)Dollars.

The interest which is to be acquired by the Housing Authority of the City of Columbia in this property is a fee simple title and the price to be paid therefor shall be forty-three
hundred (\$ 4300.00)Dollars.

J. W. [Signature]
[Signature]
G. E. Matte
Condemnation Board.

July 25th 1939.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
COURT OF COMMON PLEAS.

Ex Parte:
The Housing Authority of
the City of Columbia, S.C.

In re:
Condemnation of lands of
A. M. Deal.

STIPULATION

ROBINSON & ROBINSON
907 CENTRAL UNION BUILDING
COLUMBIA, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Ex Parte:)
The Housing Authority of)
the City of Columbia, S.C.)

In re:)
Condemnation of Lands of)
A. M. Deal.)

STIPULATION

It is hereby agreed by and between A. M. Deal, Landowner, and The Columbia Housing Authority that George Collins, Evans Elliott and George C. Motte ~~Geo. J. Deal~~ shall constitute a Board of Condemnation to fix the value of the lands described in the petition herein in lieu and in place of the Board heretofore appointed by order of the Honorable G. Duncan Bellinger, dated June 30, 1939.

A. M. Deal
Landowner.

Robison & Robison
Attorneys for The Housing Authority of the City of Columbia, S.C.

July 15 1939.

State of South Carolina

COUNTY OF Richland

H. E. Watts

being duly sworn, says that he served the Notice Order and Petition to Jones and Complaint in this action on the defendant by delivering to A. M. Deal

and leaving with him cop. of the same at City Hall

County, on the 8 day of July

A. D. 1929, and that deponent is not a party in this action.

Sworn to before me this 8 day of July A. D. 1929

Walter Sheppard
Magistrate

Notary Public of S.C.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
COURT OF COMMON PLEAS.

Ex Parte:
The Housing Authority of
the City of Columbia, S.C.
In re:
Condemnation of lands of
A. M. Deal.

NOTICE, ORDER AND PETITION

1715 Green

ROBINSON & ROBINSON
907 CENTRAL UNION BUILDING
COLUMBIA, S. C.

State of South Carolina

COUNTY OF Richland

H. E. Watts

being duly sworn, says that he served the Notice Order and Petition to Jones and Complaint in this action on the defendant by delivering to A. M. Deal

and leaving with A. M. Deal cop. of the same at Columbia St. Richland

County, on the 7 day of July

A. D. 1929, and that deponent is not a party in this action.

Sworn to before me this 8 day of July A. D. 1929

Walter Sheppard
Magistrate

Notary Public of S.C.

State of South Carolina

COUNTY OF Richland

H. E. Watts

being duly sworn, says that he served the Notice Order & Petition to Jones and Complaint in this action on the defendant by delivering to A. F. Jones

and leaving with him cop. of the same at County Court House

County, on the 7 day of July

A. D. 1929, and that deponent is not a party in this action.

Sworn to before me this 8 day of July A. D. 1929

Walter Sheppard
Magistrate

Notary Public of S.C.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS.

Ex Parte:

The Housing Authority of
the City of Columbia, S.C.

In re:

Condemnation of Lands of
A. M. Deal.

NOTICE

To A. M. Deal, Owner; Genevieve E. Wright, Mortgagee; The Tax Collector for Richland County and the Sheriff of the City of Columbia, S.C.:

You will please take notice that The Housing Authority of the City of Columbia, S.C. has passed a resolution setting forth its intention to appropriate the property described in the attached petition and pursuant to this resolution a Board of Condemnation has been appointed by order of Honorable G. Duncan Bellinger dated ~~June~~ ^{June} 30, 1939, a copy of which order is attached hereto.

You will further take notice that this Condemnation Board will meet Wednesday, July 19, 1939, at 11 o'clock A. M., in the Circuit Court Room in the Richland County Court House for the purpose of hearing testimony as to the value of this property.

Robison & Robison
Attorneys for The Housing
Authority of the City of
Columbia, S.C.

July 7 1939.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Ex Parte:

The Housing Authority of
the City of Columbia, S.C.

In re:

Condemnation of Lands of
A. M. Deal.

ORDER

It appearing to this Court from the attached petition that The Housing Authority of the City of Columbia, S.C. has been unable to purchase the property described therein by direct negotiations, it is hereby

ORDERED, ADJUDGED AND DECREED:

That

Evans Elliott Choate
Arthur and George Galvin

be and they hereby are designated and appointed as a Board of Condemnation pursuant to Act 783 of the Statutes of 1934 and subsequent amendments thereto.

IT IS FURTHER ORDERED that a copy of this Order, together with a notice of the time and place of the sitting of the Board be served upon all persons having an interest in the property described in the petition as shown by the records of Richland County, at least ten days prior to the date of the meeting of the Board.

G. W. Beatty
Presiding Judge, Fifth Judicial Circuit

June 30 1939.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS.

Ex Parte:

The Housing Authority of
the City of Columbia, S.C.

In re:

Condemnation of Lands of
A. M. Deal.

PETITION FOR APPOINTMENT
OF CONDEMNATION BOARD.

The Housing Authority of the City of Columbia,
S.C. would respectfully show to this Court:

1. That it is preparing to erect in the City of
Columbia, S.C. two low cost housing projects pursuant to the
provisions of Act 783 of the Statutes of South Carolina of
1934 and subsequent amendments, and the authority granted
thereunder, and in co-operation with the United States
Housing Authority. That your petitioner has attempted to
purchase the land directly but has failed to agree upon a
price with the owner of the piece of property hereinbelow
described and desires to exercise its power of eminent domain.

2. That a resolution has been passed by your
petitioner setting forth its intention to appropriate the
property appearing on the records of Richland County as the
property of A. M. Deal, described as follows:

All that certain piece, parcel or lot of land, with the
improvements thereon, situate, lying and being in Hampton
Place, an eastern suburb of the City of Columbia, County
of Richland, and State of South Carolina, being known
and designated as Lot No. 68 and the Western portion of
Lot No. 67 as shown on a plat of said Hampton Place,
recorded in the office of the Clerk of Court for Richland
County, in Plat Book "C" at page 35, said lot commencing

at the North-western corner of the intersection of McDuffie Avenue and Marshall Street, and running North along McDuffie Avenue for a distance of fifty (50') feet; thence turning at a right angle and running west for a distance of ninety-six (96') feet; thence turning at a right angle and running North for a distance of fifty (50'); thence turning at a right angle and running West for a distance of seventy-two and five tenths (72.5') feet, more or less, to an alley shown on said plat; thence turning at a right angle and running South along said alley for a distance of one hundred (100') feet, to Marshall Street; thence turning at a right angle and running East along Marshall Street for a distance of one Hundred and seventy-two (172') feet, to the beginning corner, and being bounded as follows: On the North by a portion of Lot No. 67 now of Park, and by a portion of Lot No. 66 now of Cunningham; on the East by McDuffie Avenue; on the South by Marshall Street, and on the West by an alley.

WHEREFORE your petitioner prays that this Court do issue its order designating and appointing three persons to serve as a Board of Condemnation pursuant to Act 783 of the Statutes of 1934, and subsequent amendments thereto.

Robison & Robison
Attorneys for Petitioner.

June 30 1939.

Re: Condemnation of lands of A. M. Deal, Parcel #56

MR. DREHER : We call attention to and file Notice, Order and Petition as well as Stipulation entered into between the Housing Authority and A. M. Deal that although another gentleman appeared Mr. Collins, Mr. Elliott and Mr. Mette were to act as the Board in this condemnation.

MR. W. H. GREEVER, JR. being first duly sworn, testified as follows:

BY MR. DREHER:

Q. What is your business?

A. Real estate.

Q. How long have you been engaged in that business/

A. Fifteen years.

Q. Practically in Columbia.

A. Yes, sir.

Q. Did you and Mr. John C. B. Smith another real estate man of this City, at the request of the Columbia Housing Authority make an appraisal of various parcels in the white project area?

A. Yes, sir.

Q. What were the instructions from the Columbia Housing Authority?

A. To provide the Housing Authority with our opinion of the fair value of the property set forth on the procedure outlined on Form USHA No.424.

Q. Were there any limits, up or down, placed on your appraisal.?

A. No limits were set.

Q. The Housing Authority asked you to tell them the true value of the land?

A. Yes, sir.

Q. Did you with Mr. Smith appraise Parcel No. 56, known as 2501-2503 Marshall Street and 1501 McDuffie?

A. Yes, sir.

Q. This is a copy of that appraisal?

A. Yes, sir.

Appraisal offered and received in evidence.

Q. Please tell the Board, Mr. Greever, what was the amount of your appraisal and how you arrived at it.

A. The amount of our appraisal as arrived at in February of this year was land \$850.00, buildings \$1600.00, making a total of \$2450.00.

MR. COLLINS: No sewerage or anything to be added to that, Mr. Greever?

A. Yesterday afternoon we made a reinspection of the property and there are no appreciable additions since our original appraisal. There was one house, however, that we were not permitted access to which we did gain access to yesterday that has a little more inside than we originally contemplated.

MR. ELLIOTT: All these seems to have had sewerage added after the appraisal. Has the sewer line gone through since that time?

A. We have not gone into that in detail before, but the general information was that they had been instructed to connect to the City sewer since the facilities had been provided by the City. Not all is on the City sewer line. I don't know whether it was an order or not. My impression is that most of them were making arrangements at the time we made the appraisal.

BY MR. DREHER:

Q. One house is in little better condition than you thought?

A. That is No. 2503 - three houses on it. Three dwellings on the lot and two garages.

Q. That is the middle one?

A. Yes, sir.

Q. You think your appraisal should be increased?

A. Yes, sir, we would like to change the valuation of that building from \$500.00 to \$650.00, approximately.

Q. You have not noted any changes on the appraisal?

A. No, sir.

Q. What did that change your appraisal?

A. In round numbers \$150.00, which would increase the total to ~~\$2650.00~~ \$2600 in lieu of \$2450.00.

The principal house is located on McDuffie known as 1501 or 1503. It has a porch across the front approximately 6 feet

7 wide. The front is approximately 24 feet. It has four rooms in the principal portion of the house, the front two of which are plastered on the side with wood ceiling above. The two rear rooms have wood ceiling on side and ceiling. The kitchen and rear porch is approximately 7' by 24', one-half is the kitchen, wood side ceiling and the porch has a little room approximately 4' by 4' cut off in which is located a toilet. On the outside of this little room is a small sink. Both fixtures appear to be sewer connected. There is a garage located behind this house facing on Marshall, which measures approximately 13' by 18'.

Q. Frame garage?

A. Yes, sir, strip side, composition roll roof which is in fair to poor condition, and the garage has a good deal of lean to it, leaning westward. I think the house is occupied by Joseph Jacobs, who said they moved in about two months ago and pay \$15.00 per month.

Q. That the big house?

A. Yes, sir. The former occupants, whose names I do not have, advised us in February they were paying \$12.00. I think a fair value would be \$15.00.

On 2503 Marshall there is a house there the width of which is about 22' by 34' deep, with a 6 x 18 front porch and 5 by 6 rear porch. It has one room across the front with central chimney heating for the front room and an angle fireplace off the same chimney heating the two rooms behind the front room. In the west room in the center of the house is toilet space cut off in which is located a medium-priced toilet in fair to good condition. Immediately behind that is the kitchen in which is located a sink and flue. A five room house in small space which because it is finished the way it is cost more to build than we originally figured and consequently the \$150.00 additional. This is the second house behind the main house.

Q. How about the third house?

A. The third house on Marshall and House Street is about 20 by 30, with front porch about 6 x 16; living room across the front with chimney into the living room and fireplace immediately behind. The kitchen is located on the corner or it could be used as a bedroom. There is a flue which runs up between a small room on the northeast corner and a larger room on the northwest corner. The small room on the northwest corner opens on to a porch, which is x₂ in the main body of the house, a portion of which has been enclosed for a toilet fixture, on the outside of which is a sink. That house is supported principally by brick piers and some wood supports. The floor is single and -

MR. COLLINS: Just a gun-barrel?

A. A little better than that. It is also wired for electricity. The occupant gave his name as Willie Kelley, rent for \$6.00 per month.

Q. (By Mr. Collins) How much does that give the total rental for the three?

A. \$33.00 a month. Behind this house on the corner, known as 2501 Marshall is located a galvanized iron garage, measuring about 9 by 15, which was probably put there for temporary convenience. I don't know whether Mr. Deal actually built that or not, but it is built out of miscellaneous pieces of metal.

BY MR. DEAL:

Q. Mr. Greever, negro property for rental purposes in Columbia is very generally poorly built and built out of poor material?

A. In many instances it is.

Q. Pretty generally. When you and Mr. Smith inspected this in January did you crawl under the house to see the size of the sleepers and size and width between the floor joists and that they were crossed braced?

A. As I remember it is probably a span of 7' or more. I looked under the house to get the general type, and it is above the average rental negro property.

Q. The floor sleepers are closer together and cross braced?

A. Yes, sir.

Q. When you went inside did you get in the middle of the floor and jump up and down to see if it was steady?

A. With the weight I have to support and the way I walk unless a house is pretty steady it is easily observed. I have jumped on some, but I have stopped that.

Q. Was it substantially built?

A. Well built for that type of property.

Q. Did you notice the bricks in the pillars and in the chimney and the brick mantles were all hard brick?

A. Well they looked - they impressed me as being kiln run brick generally run under the classification of 80% hard - ~~you~~ you have some hard brick in there, I noticed.

Q. Did you notice any 80% in the chimney?

A. I looked at them and they impressed me as being kiln run brick which is admissible in architectural job.

Q. Did you notice the ~~the~~ ceiling and walls and top had been stained time and time again?

A. Been decorated, painted or stained.

Q. Time and time again?

A. I could not tell how many times.

Q. In observing the lumber of the house could you tell what kind of lumber it was originally built of - all of them, No. 2 common or A-1?

A. The framing looked to me to be a good grade of framing, which would pass the Architect and building inspector. The siding on 1501 McDuffie was of a good grade of lumber, but it was the thinner type, approximately 1/2" ~~siding~~ siding.

Q. As to the roofs of the houses? How old is it?

A. On 1501 you have a V crimp - I don't know how long it has been there, but it impressed me as about ten years.

Q. How about the other two - what have they?

A. On 2503 a V crimp roof - 2501 Marshall also the same.

Q. On the garage?

A. On McDuffie composition roll roof.

Q. Fair to good?

A. No, fair to poor. That garage is leaning and it appears it might have been built a little bad was the impression I got.

Q. If I were to tell you that roof was put on about a year ago, a new roof entirely, you think it was still fair to poor?

A. That is entirely possible. We have put on more than two cars of roll roofing and they gave splendid service in some cases, and in some cases they deteriorated very rapidly.

Q. As to the toilets- what did you say as to them - standard quality?

A. Medium-priced fixtures.

Q. Would you call them standard?

A. They are not the cheapest type of fixtures. I would say economical medium-priced plumbing, and sinks have no drain boards.

Q. All three of these lots lie level?

A. Slope a little southwest.

Q. On the highest part of this development that is being put on it by the Housing Authority?

A. On the higher portion.

Q. The lots include two corner lots and one inside lot?

A. You have space on the rear of 2501 and 2503.

Q. In regard to the two houses that face on Marshall, 2501 is right close to the corner?

A. Yes, sir, very close.

Q. The other house is close up to the garage?

A. Yes, sir, that is correct.

Q. Considerable space between those two houses?

A. Yes, sir.

Q. Would reduce the fire rates?

A. Yes. I notice in the report there was no electricity in the middle house

2503 Marshall. That was evidently a mistake in transcribing the notes. It is wired and has drop cords. They do not have service because they did not put up the meter deposit. On 2501 Marshall, Willie Kelley, advised there was some correction had to be made in the wiring before they could get service. However, you will observe that we have changed our value on 2503. Mr. Deal, taking that wiring into consideration -

Q. I notice you have been very generous about it. In all three of those houses in the kitchen there is a brick flue that goes down to the ground?

A. Yes, from the ground up, all of them.

Q. The top value you put today is \$2600.00 land and houses?

A. That is my value.

MR. JOHN C. B. SMITH, being first duly sworn, testified as follows:

BY MR. DREHER:

Q. How long have you been in the real estate business here in Columbia?

A. Thirteen years.

Q. Did you with Mr. Greever make an appraisal for the Columbia Housing Authority of all parcels in this area?

A. We did.

Q. Was the testimony Mr. Greever gave as to instructions from the Housing Authority and your appraisal of Parcel No. 56 and your reasons correct?

A. Yes, sir, correct.

Q. The figures he gave were yours as well as his?

A. Yes, sir, joint appraisal.

Q. Mr. Smith, do you know of any property being sold out in that section for any price anything like the price that you have placed on this property?

A. Mr. Deal, I haven't any records of any sale of three houses.

Q. Any one house?

A. There have been individual houses sold in this section. We priced the

land for what we thought it was worth and the buildings for what we thought they were worth from looking at them and taking off the depreciation, and also taking into consideration the rents.

Q. I ask you one other question and would like to apply it to Mr. Greever. If you owned those houses and lots today would you sell them for \$2600.00?

A. I would be glad to from a rental income standpoint.

Q. From any other standpoint?

A. They would be no value to me except from a rental standpoint. Of course I would not live in one of them.

Q. If you had them you would be glad to sell them for \$2600.00?

A. Yes, sir.

Q. Have you any property in that section?

A. Yes, sir.

Q. Did you value it on the same basis as yours?

A. I value negro rental property from between 10 and 20% gross rental. I haven't any property like this property.

Q. Have you any negro houses out there with any construction and material even beginning to compare with these three?

A. I haven't any as good as these. The ones I have I have in the 20% gross rental class.

Q. Then for cheaper built and poorer constructed you are charging more than I am charging?

A. I consider my property less valuable than yours.

Q. If you owned these you would be getting more rent than I am charging?

A. No, sir. I would not pay you from the way I consider negro property - frankly, Mr. Deal, I could not pay you \$2600.00.

Q. You put the value of the two corner lots at \$850.00?

A. Yes, sir.

MR. A. M. DEAL, being first duly sworn, testified as follows:

Mr. Pressley came to see me about these houses and asked me to set a price. I gave him all the information he asked for and other information. He asked me to set a price, and I told him they were not for sale. If he wanted to make a price he could do it, and in the meantime I had done some figuring and gone back to the records and set a price of \$7500.00 for the three houses. I heard nothing more and sometime later I got a letter from Mr. Geddings of the Housing Authority which took me to task for not cooperating with the Housing Authority and threatened to bring condemnation proceedings. I wrote this letter to Mr. Geddings:

"May 11, 1939

Mr. Wm. R. Geddings,
Acting Executive Director,
Housing Authority of City of Col.

Dear Sir:

When Mr. G. T. Pressley conferred with me relative to purchase of three houses and lots referred to by you, I gave him the following information:

That these houses were built by me about fifteen years ago, were well built houses of first class materials and in excellent condition of repair;

That in order to build the houses I borrowed \$4,200., which was about 60 per cent of cost of houses and lots, and mortgages for this amount are still outstanding against them;

That recently I have spend about \$600. putting metal roofs on the houses and putting in water toilets; and have kept them in repair at all times;

That I am more than \$600. behind in the payment of interest on the mortgages;

That the houses were rented for respectively \$15., \$10., and \$8. - but are now rented for \$15/., \$12/., and \$10/ which is very reasonable rent compared to the price other houses are bringing;

That the houses are now bringing in a return, from which I expect in time to pay off the mortgages, as I do not expect to have to make expenditures for repairs for a long time to come;

And I gave Mr. Pressley a price of \$7500. for the three. I have heard nothing further about the matter until I received your letter.

Very truly yours,

A. M. Deal"

Shortly after that letter was written Mr. Pressley ~~xxxx~~ called me to come to his office and introduced me to a Mr. Hutchison, who I believe was from Washington, and then made me an offer of \$4500.00.

Mr. Dreher : We object to this testimony - it is not relevant.

Taken subject to objections.

A. I declined and said go ahead with the condemnation proceedings .

I find I have overlooked asking a question both of Mr. Smith and Mr. Greevers:

Assuming the following statement of facts to be true:

That the three houses of A. M. Deal situated on McDuffie Avenue, Marshall Street and House Street are insured for \$4500.;

That they are mortgaged for ~~\$2x~~ \$4200.;

That the houses are well built houses of first class material and have always been kept in excellent repair, and that approximately a year ago over \$600. was spent on them for metal roofs, water toilets;

That said houses are now bringing in a net income of \$325.61 a year at a very reasonable rental;

That at a valuation of \$7500. they produce a net income of 4.3 per cent;

at
That/a valuation of \$4500., which was the amount offered Mr. Deal by the Housing Authority, they would produce an income of 7.2 per cent;

That the land on which the three houses are located on contiguous lots fronts 50 feet on McDuffie Ave., 168.5 feet on Marshall Street and 100 feet on House Street, a total frontage of 318.5 feet; and that all of said land lies level and at highest part of land being condemned in these proceedings;

Assuming the foregoing statement of facts to be true, what valuation would you now place on the three houses and lots?

Mr. Dreher: Certain statements made are irrelevant - the amount of the mortgage, the amount of the insurance are irrelevant questions. I think the evidence as to the amount of the so-called offer from the Housing Authority is irrelevant.

MR. W. H. DREEVER, JR., recalled, testified as follows:

A. Mr. Deal, in assuming net income many things have to be taken into consideration, and having seen the property -

Mr. DEAL: Just answer yes or no. I want your testimony.

A. Assuming all of these things are true I can't agree with you a net income of \$325.16 a year will produce 4.3% plus on \$7500.00.

MR. COLLINS: Have you figured any interest on your investment?

MR. DEAL: The income is the interest. The Equalization Board put the tax figures on there and rated it along with other negro property, but that is their valuation. As a matter of fact you ought to know that houses are returned for a great deal less than they are actually worth. You have been in a position to know that pretty thoroughly.

Q. Mr. Greever, taking all of these facts stated here which are true, and assuming them to be true, what valuation would you put on the three lots?

A. Assuming the facts as outlined in the hypothetical question to be true I would say the valuation of the property would be around \$5000.00.

BY MR. DREHER:

Q. Mr. Greever, you have answered a hypothetical question, now from your knowledge of this property would you say whether or not in this particular case this real estate we are talking about that this valuation is correct?

A. I believe my valuation is correct.

Q. Explain briefly the way you compute the value and the way you compute the hypothetical value?

A. I assumed a gross income monthly of \$31.00, which would produce an annual income expectancy of \$372.00. As tax charges against that income I figure a reasonable annual tax expectancy for a long period of time over which the investment might be calculated as \$72.00, Insurance premiums \$20.00,

repairs \$50.00, not \$50.00 this year and \$50.00 next year, but the average annual outlay will be around \$50.00, water rent \$18.00, depreciation on the buildings \$24.00. I mean that portion of natural disintegration that creeps into property, but a portion of that is not recoverable by ordinary repairs. I figure management at \$34.00 a year and vacancies at \$31.00, making a total annual expense of \$249.00, which deducted from the \$372.00 will leave a net income of \$123.00, which capitalized at 5% net would produce a capitalized value of \$24.60.

MR. JOHN C. B. SMITH, recalled, testified as follows:

BY MR. DEAL:

Q. Have you read over this question?

A. Yes, sir.

Q. Assuming the foregoing statement of facts to be true what values would you now place on the houses and lots?

A. I would not change my valuation at all.

Mr. DEAL: These were the first houses I ever built, the one in the corner, and when I looked back to try to find a deed I found a mortgage - I saw by the mortgage that house had been sold for \$2268.00. I then remembered that I had agreed to build a house for a man named McKissick, chief cook or chef for one of these colleges, and sold to him for cold cash. I was trying to get a good investment for a widow at 8% - that was the first house. That is when I made a mistake. If I had added 20% attorney's fees for financing and contractor's commissions it would have been \$453.00 added to the \$2268.00, which would make \$2731.00, that the house should have been sold for. Mr. Harold Eubank had the other two for sale and sold for \$2500.00.

MR. COLLINS: On your frontage here - I am speaking from a tax assessment standpoint, you only have 172°.

Q. A. What I was figuring was this - it is the end of one of those ~~xxxx~~ blocks and two corner lots and I was counting the side as fronting on the street.

MR. COLLINS: The frontage of the lot would not go all the way round. The frontage ~~xxxx~~ is the front of the property, but it is only 172°.

A. I find I used the old fronts so many feet on the street. I may add that in building those houses I inspected numerous houses on which I loaned my money and clients' money built by Kibbler and Eubanks, and I inspected the houses and the reason I went into the building game myself was I found the houses did not stand up and the negroes did not pay my mortgages because they did not stand up, and when I finally took the houses in I had to spend a considerable amount of money for repairs. The money I spent on the houses was for steps, front porch and putting on new roofs. My contract with McKissick was to use A-1 lumber and that is what I bought and paid for. My recollection is that I got it from the Columbia Lumber & Mfg. Company, and I used three ply granite faced roll roofing, which at that time sold for around \$4.50 a square, and got that from Hendrix. Later on he gave me a price of \$4.25 a square for thick granite faced roofing, and supposed to last for twenty years, and it lasted up to about a year ago with patching and cement. Approximately a year ago I spent over \$300.00 putting on this V crimp metal roof on the houses. I had a capable carpenter put on it and George Shillite checked up on it to see that he knew how and was being put on right. Approximately a year ago or less than that time I put in three toilets and connected to the sewer - that contract was with Norton, and was for standard first class fixtures, and would really pass the City inspector and would last and that cost over \$300.00. At all times I have kept these houses in excellent repairs - it pays to do it. I found that out and have made some calculations here I want to testify to.

Q. All you have said you testify to?

A. Yes, I swear to everything. I have made some figures as to the return of the houses. I have set down here the amount of insurance on each house.

(Reads calculation)

If I sold for \$4500.00 I would have to find an investment to bring in the same amount of money at 7.2%. Now take it at the valuation I put on the

houses, \$7500.00. If I sold for \$7500.00 and wanted to reinvest I would have to find an investment of 4.3%. Where I could find an investment of 4.3% I don't know.

Q. (By Mr. Collins) You are figuring on the property being rented a t all times, no empties?

A. This \$15, \$12 and \$10 I have received on those houses - I have rented for \$25, \$20 and \$16 - rents went down. At one time I had a negro in there who had no work and I begged him to ~~stay~~ ^{months} stay in there. A good many ~~times~~ some of these houses, two smaller ones and other houses, I would let them stay in without getting a cent. That would reduce the the percentage but would help in the future. I think I can today rent them for more than this but Middlebrooks when he gets a good negro in advises me to let him stay, if he takes care of the place - advises me to take a loss and keep the negro so I have not been getting as much rent as I think I could get right now. Mr. Smith testified he had houses much less valuable and gets more rent for them. I drew a little diagram - - as long as you have a metal roof on a house you can keep a negro in it. I don't know how Mr. Smith or Mr. Greever got at the figures they did in looking at these houses. I don't see how a composition roof put on a year ago is in fair to poor condition - good grade of roofing. I don't understand how V crimp roofing put on a year ago looks like it is ten years old, put on with firstclass workmanship, but he says it is ten years old. In my opinion that is the way he saw the whole property.

MR. ELLIOTT: You have not set up anything for depreciation or upkeep?

A. No, I said in that letter I did not expect to have to do any repairs to that property for some time to come. I may have to put up some steps or boards in the floor. Or if one of the houses gets vacant and a new tenant comes in it may have to restained inside. I have done that so as to make it look clean and nice and the floors too. I forgot to mention this - the houses have not been repainted since they were built - I put three coats on them. All the lumber is first class, and I saw that when they were built.

I inspected them and I did not rush the men, but built substantial houses that would not break me keeping them up.

This lot - that is the two small houses - I have refused a number of times to take \$500.00 for the lot and I have paid the taxes on it and held with - out any interest for a number of years. We sold it under these circumstances:

I had borrowed \$700.00 from Dixie Carwile and when Dixie came to buy that lot for his client, as he paid me down to \$400.00 and as I owed him about \$700.00 I turned the lot over at \$400.00 and he credited the note. That is the reason we sold for \$400.00. I had been holding for \$600.00 and had refused \$500 a number of times. I notice in the appraisement there they gave a value of \$850.00 for the entire land. That lot a year or two ago Marion Park bought and paid \$400.00 for that inside lot, a year or two ago. Where the two little houses are - that one lot is 50 by 90 is ~~xxx~~ between a third and a fourth of the land I had sold for practically half as much as they put valuation, and it is an inside lot, and I have two corner lots yet. It faces on McDuffie, but an inside lot - it is not a corner lot. I have the corner lot, which is much more valuable. The point I am bringing out is on a sacrificed sale I got \$400.00, and but for the fact I owed Dixie the money I would not have sold.

MR. COLLINS: Mr. Park paid Mr. Carwile for it?

A. I suppose so, Mr. Carwile just credited \$400.00 on the note. I did not want to sell for that, I would not if I had not been pressed, as I had refused \$500.00 several times. The space back here on this House Street there is a lot more yard there than negroes care about and is enough to put a house back there.

BY MR. DREHER: You don't know whether Mr. Park actually paid \$400.00 for that lot or not?

A. I ~~was~~ sold the lot to Dixie Carwile - I don't think he tried to make any ~~money~~ profit. I don't know. I don't want to interfere with Parks. That lot is an inside lot. Mr. Park said he got \$900.00 for one of those lots, and they had offered him \$900.00 for the other.

Mr. DREHER: We object.

Q. Who owns the mortgage on the property?

A. Genevieve Elliott Wright, widow of Bob Wright, who is now my wife.

Q. She still has the mortgage?

A. Yes, sir.

Q. There is a discrepancy in the amount of rents you are getting and the amounts the tenants told ~~you~~ him this morning, Can you explain that?

A. There are a lot of discrepancies with mine and Mr. Greev r's - I am going by what Middlebrooks reports to me are. I had instructed Middlebrooks to raise the rents certainly before the inspection was made that they were too low. Later on he did raise the rents, as I understand - I can show you the reports or phone him. ~~XXXXXXXXXXXXXXXXXXXX~~

Q. One man is paying \$6.00 - and you deny that and is paying \$10.00?

A. Middlebrooks told me months ago that he raised that rent to \$10.00, the other \$12.00 and the other \$15.00.

MR. COLLINS: You know what he is getting when he gives you a statement.

A. I can get his report if you want it. I think he can rent the house for more than \$15, \$12 and \$10. At one time I got \$25, \$12 and \$16 for them. I will be glad to get his report for you. He has everything itemized. In other words, Mr. Collins, I have three houses on ^{Washington} ~~Washington~~ Marshakk Street where the gulley goes through - cost me a fortune to build and fix up - had to put metal roofs and toilets in - they are little houses and they are renting for \$10 and \$12 - Mac Richards has some, and I think Middlebrooks. They are four room square houses and my old negro gardener has one of those cheap built Kibler houses - I think I get \$10 or \$12 - ¹/₁ don't really know so much about the amount, but a tenant that takes care of the property and pays his rent.

Mr. Deal cites in support of his position Howell v.

State Highway, 167 S.C. 217
