

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

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

In re:
Condemnation of lands of
Chas. Johnson and Mattie
Johnson.

ORDER

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

RECORDED
1938

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
Chas. Johnson and Mattie
Johnson.

ORDER

On July 7, 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 Chas. Johnson and Mattie Johnson, fully described in that petition, was necessary for carrying out this public purpose. Whereupon this Court, by its order of July 7, 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 Charles Johnson, Mattie Johnson, Owners, and to the Home Owners Loan Corporation and the Standard Building & Loan Association, mortgagees, as shown by affidavits of service signed by H. E. Watts, endorsed on the back of the petition, order and notice.

That thereafter Charles Johnson, Mattie Johnson, the Home Owners Loan Corporation and the Standard Building and Loan Association appeared by their attorneys and a hearing was had before the Condemnation Board, pursuant to notice, on the 19th day of July, 1939, at which time testimony was taken

as to the value, after which the Board, by its finding of July 26, 1939, found that the fair value of the property to be taken was Twenty-six Hundred (\$2600.00) Dollars, notice of which was given to The Housing Authority of the City of Columbia, S.C. and to the attorneys for Chas. Johnson, Mattie Johnson, Standard Building & Loan Association and Home Owners Loan Corporation.

Thereafter under date of July 29th, 1939, Charles Johnson and Mattie Johnson, through their attorneys, Messrs. Wise & Whaley, filed notice of intention to appeal to the Circuit Court for Richland County for trial de novo, 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 Twenty-seven Hundred and Fifty-six (\$2756.00) Dollars, representing the condemnation award of Twenty-six Hundred (\$2600.00) Dollars, with interest at six (6%) per cent for one year, as provided by statute, and on the same day gave notice to counsel for Charles Johnson, Mattie Johnson, Standard Building & Loan Association and Home Owners Loan Corporation 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 Charles Johnson and Mattie Johnson, and all other persons having any interest in the said property.

Now, therefore, after hearing, it is

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, together with the improvements thereon, situate, lying and being in the Eastern Section of the City of Columbia, County of Richland, State of South Carolina, containing one-fourth of an acre, more or less, being rectangular in shape, measuring on its Northern and Southern sides 52 feet, more or less, and on its Eastern and Western sides 208 feet, 8 inches, more or less. Being bounded on the North by Forest Drive, on the East by property of Campbell, on the South by property of Bennett and others, and West by an alley known as Dial Street, together with all right, title and interest in the said alley.

be and hereby is confirmed.

2. That the rights of Charles Johnson and Mattie Johnson, 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 Charles Johnson and Mattie Johnson, and of any and all other persons claiming any interest, lien or right in this property be and hereby are forever barred.

September _____ 1939.

Summ accepted the
11th Sept-1939
Jas + Whaley
Atty of Appellant
Thompson
& Whaley
et al for
Stand with
ass-

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
Chas. Johnson and Mattie
Johnson.

NOTICE AND RECEIPT

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

STATE OF SOUTH CAROLINA,
COUNTY OF RICHLAND. }

Jas. F. Dreher being first duly sworn, says: That he served the Notice and Receipt on the Home Owners Loan Corporation by leaving a copy thereof with Mr. Carlisle Oxner, attorney for the Home Owners Loan Corporation, at his office in the Clark Law Building on Sept. 11, 1939, and that deponent is not a party to this action.

Sworn to before me this the)
12th day of Sept. 1939.)

Chas. C. Hillier
Notary Public for S.C.

(I.S.)

Jas. F. Dreher

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
Charles Johnson and Mattie
Johnson.)

NOTICE

To Messrs. Wise & Whaley, Attorneys for Charles and Mattie Johnson; Mr. Carlisle Oxner, Attorney for Home Owners Loan Corporation; and Messrs. Thomas, Cain & Black, attorneys for Standard Building & Loan Association:

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 Twenty-seven Hundred and Fifty-six (\$2756.00) Dollars, which is the total of the award of the Condemnation Board of Twenty-six Hundred (\$2600.00) 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 property described in the condemnation Petition dated July 7, 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 construction of the project.

You will further take notice that The Housing Authority of the City of Columbia, S.C. will apply to the Honorable S. Duncan Bellinger, 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.

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
CHAS. JOHNSON AND MATTIE
JOHNSON.

NOTICE OF INTENTION TO APPEAL
AND
REQUEST FOR JURY TRIAL

WISE & WHALEY
ATTORNEYS AT LAW
COLUMBIA, S. C.

THE R. L. BRYAN CO., COLUMBIA, S. C. 290982

COPY

Served July 31, 1937

STATE OF SOUTH CAROLINA)
other property owners similar) IN THE COURT OF COMMON PLEAS.
COUNTY OF RICHLAND)
other properties are of no greater values proportionately than

Ex Parte: appellants.

4. The Housing Authority of the City of Columbia, S.C.)
into consideration special damages)
In re:)
demnation of their property.)
Condemnation of lands of)
Chas. Johnson and Mattie)
Johnson)

Board erred in failure to take
NOTICE OF INTENTION TO APPEAL
AND
REQUEST FOR JURY TRIAL.

Appellants pray for a jury trial in
the Court of Common Pleas before the presiding judge of the Court
of Common Pleas as a jury trial is now in order that the said
appellant TO THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, SOUTH
CAROLINA AND C. E. HINNANT, ESQUIRE, CLERK OF COURT OF COMMON
PLEAS FOR RICHLAND COUNTY. just and proper.

YOU WILL PLEASE TAKE NOTICE that the undersigned as at-
torneys for appellants, intend to and do hereby appeal to the
Court of Common Pleas for Richland County from the Findings of
Condemnation Board dated July 26, 1939 in the above entitled ac-
tion, in which Findings of the Condemnation Board awarded the sum
Columbia, S. C.
of Twenty Six Hundred (\$2600.00) Dollars for certain property
July 29, 1939.
more particularly described in the petition herein.

Said grounds of appeal being as follows:

1. That the Condemnation Board erred in failing to take into consideration the fact that property of appellants is being taken in its entirety and that appellants will be compelled to purchase other property.
2. That the Condemnation Board failed to take into consideration the improvements on said land, the amount of front footage on the street whereon the property fronts and the depth of the said lot, and the actual value of the land and buildings so condemned.
3. That the award as made is not in line with the other condemnations and private purchases made by respondent of and to

other property owners similarly situated as appellants, which other properties are of no greater values proportionately than that of appellants.

4. That the Condemnation Board erred in failure to take into consideration special damages to the appellants by the condemnation of their property.

WHEREFORE: The appellants pray for a jury trial in the Court of Common Pleas before the presiding judge of the Court of Common Pleas as a jury trial de novo in order that the said appellants might receive from respondent a fair, equitable and just trial for the property condemned by the respondent and for any other relief that is just and proper.

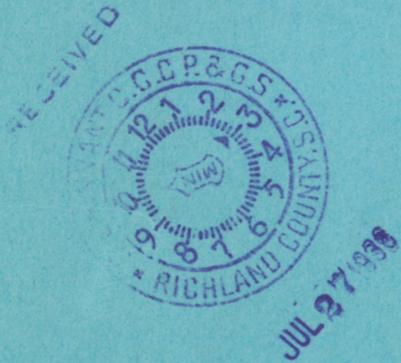
WISE & WHALEY
ATTORNEYS FOR APPELLANTS

Columbia, S. C.

July 29, 1939.

Service Accepted
July 26, 1939

Robison + Robison
Atty. for Lee Housing
Authority of the City of
Columbia



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
COURT OF COMMON PLEAS

Ex Parte:

The Housing Authority of
the City of Columbia.

In re:

Condemnation of Lands of
Chas. Johnson and Mattie
Johnson.

FINDINGS OF CONDEMNATION
BOARD

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND)

Jas. F. Dreher being first duly sworn, says: That he served the within Findings of Condemnation Board on R. K. Wise, Esq., Attorney for Chas. Johnson and Mattie Johnson, by leaving a copy thereof in his office in Columbia, S.C. on the 26th day of July, 1939; that he served said Findings of Condemnation Board on Thomas, Lumpkin & Cain, attorneys for Standard Building & Loan Association by leaving a copy thereof in their office in Columbia, S.C., on the 26th day of July, 1939; and on Carlisle Oxner, Esq., attorney for the Home Owners Loan Association by leaving a copy thereof in his office in Columbia, S.C. on the 26th day of July, 1939. That deponent is not a party to this action.

Sworn to before me this the)
26 day of July, 1939.

Philip W. C. Walker (L.S.)
Notary Public for S.C.

James F. Dreher

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
Chas. Johnson and Mattie
Johnson.

)
)
) FINDINGS OF CONDEMNATION
) BOARD.
)
)
)

We, the undersigned, having been appointed a Board of Condemnation by order of Honorable G. Duncan Bellinger dated July 7th, 1939, have heard testimony in the above entitled matter and find that the true value of the property described in the petition is Twenty-Six
Hundred Dollars (\$ 2600.00)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 Twenty-Six
Hundred Dollars (\$ 2600.00)Dollars.

J. W. Collins
Chas. D. Arthur
Condemnation Board.

July 26th 1939.

The 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
Chas. Johnson and Mattie
Johnson,

FILED AND LEGAL SERVICE OF THE
WITHIN *Return* ACCEPTED
AND COPY OF SAME RETAINED AT
COLUMBIA, S. C. THIS 18th DAY OF
July, 1939..

Johnson - Johnson
ATTORNEYS FOR *See Housing*
Authority of the City of
Columbia, S. C.

RETURN

Of Standard Building & Loan
Association, mortgagee.

THOMAS, LUMPKIN & CAIN
ATTORNEYS AT LAW
1001-1006 CENTRAL UNION BUILDING
COLUMBIA, S. C.

ATTORNEYS FOR *Standard B. & L. Assn.*
mortgagee.

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.) RETURN
In re:) of Standard Building
Condemnation of lands of) & Loan Association,
Chas. Johnson and Mattie) mortgagee.
Johnson,)
_____)
:

Standard Building & Loan Association, mortgagee, upon whom Notice and Order from G. Duncan Bellinger, Judge of Fifth Judicial Circuit, dated 7th day of July, 1939, was heretofore served, together with petition for appointment of Condemnation Board, respectfully shows to the Court:

1. That it has no knowledge or information sufficient to form a belief as to the matters therein set forth, except that it, as mortgagee, holds a note of parties to said proceedings, to-wit, Charles Johnson and Mattie Johnson, dated May, 1934, for \$200.00, payable in installments, secured by a mortgage covering the premises described in the petition herein, which said mortgage, upon which the dower of Mattie Johnson, wife of Charles Johnson, was duly renounced, was duly recorded in the Office of the Clerk of Court for Richland County, South Carolina, in Mortgage Book "GI" at page 291, on the 25th day of May, 1934.
2. That the amount due on said mortgage is the sum of One Hundred Twenty-nine and 28/100 (\$129.28) Dollars, with interest thereon from the 1st day of July, 1939, at the rate of eight (8%) per cent. per annum, which is hereby reduced to six per cent (6%) per annum.

WHEREFORE, your answering mortgagee prays that any amounts found in condemnation be applied to the payment

of the debt secured by the mortgage hereinabove referred to
in accordance with its priority.

Columbia, S. C.
July 19th, 1939.


Attorneys for Standard
Building & Loan Association.

State of South Carolina

COUNTY OF _____

being duly sworn, says that he served the ~~Notice~~ ^{Notice, order and Petition} ~~Summons~~ ^{Summons and Complaint} in this action on the defendant by delivering to Chas. Johnson and Mattie Johnson 2472 Taylor St. their home and leaving with Mattie Johnson cop[ies] of the same at 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
Notary Public of S.C.

State of South Carolina

COUNTY OF _____

being duly sworn, says that he served the ~~Notice~~ ^{Notice, order and Petition} ~~Summons~~ ^{Summons and Complaint} in this action on the defendant by delivering to W. H. Childs Secy for the Standard Building and leaving with him cop[ies] of the same at his office Richland County, on the _____ day of _____ A. D. 1929, and that deponent is not a party in this action.

Sworn to before me this _____ day of _____ A. D. 1929

Walter Sheppard
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
Chas. Johnson and Mattie
Johnson.

NOTICE, ORDER AND PETITION

2472 Taylor

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

State of South Carolina

COUNTY OF Richland

being duly sworn, says that he served the ~~Notice~~ ^{Notice, order and Petition} ~~Summons~~ ^{Summons and Complaint} in this action on the defendant by delivering to Chas. Johnson and leaving with him cop[ies] of the same at his office Richland 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
Notary Public of S.C.
Home Crown Loan

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
Chas. Johnson and Mattie
Johnson.

NOTICE

✓ To Charles Johnson and ✓ Mattie Johnson, Owners; the Home
Owners Loan Corporation, and ✓ the Standard Building & Loan
Association, Mortgagees:

You will please take notice that The Housing
Authority of the City of Columbia, S.C., has passed a reso-
lution settinf forth its intention to appropriate the pro-
perty 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 30~~ ^{July 7}, 1939,
a copy of which order is hereto attached.

You will further take notice that this Condemnation
Board will meet Wednesday, July 19 1939, at 9:30
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 Chas.
Johnson and Mattie Johnson.

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, Chas. W. Arthur and George Collins 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.

William Beatty
Judge Presiding Fifth Judicial
Circuit.

July 7th 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.

PETITION FOR APPOINTMENT
OF CONDEMNATION BOARD.

In re:

Condemnation of Lands of
Chas. Johnson and Mattie
Johnson.

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 South Carolina Statutes 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 Charles Johnson and Mattie Johnson, described
as follows:

All that certain piece, parcel or lot of land, to-
gether with the improvements thereon, situate, lying
and being in the Eastern section of the City of
Columbia, County of Richland, State of South Carolina,
containing one-fourth of an acre, more or less, being
rectangular in shape, measuring on its Northern and

Southern sides 52 feet, more or less, and on its Eastern and Western sides 208 feet, 8 inches, more or less. Being bounded on the North by Forest Drive, on the East by property of Campbell, on the South by property of Bennett and others, and West by an alley known as Dial Street, together with all right, title and interest in the said 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.

July 7th 1939.

Re: Condemnation of Lands of Charles Johnson and
Mattie Johnson - Parcel #36

Mr. R. K. Wise, Attorney, Appeared for the Landowners.

Mr. J. Carlisle Oxner, appeared for the Home Owners' Loan Corporation.

Mr. Dreher, of the firm of Robinson & Robinson, Counsel for the Housing Authority of the City of Columbia, S. C., offered in evidence the Notice, Order and Petition and filed same with the Board. Also filed with the Board the original Return of the Standard Building & Loan Association, second mortgagee.

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

BY MR. DREHER:

- Q. Mr. Greever, what is your business?
- A. Real estate.
- Q. You have been engaged in that business how long?
- A. About 15 years.
- Q. Largely in Columbia?
- A. Yes, sir.
- Q. Did you and Mr. John C. B. Smith make an appraisal of this property in the white site housing area for the Columbia Housing Authority?
- A. Yes, sir.
- Q. What were your instructions at the time you made your appraisal?
- A. That we place at the disposal of the Housing Authority our opinion of the fair value of the property, set forth in the manner prescribed on the standard appraisal form used by the Authority, USHA Form No. 424.
- Q. You were told to report to the Authority what you actually thought these parcels were worth?
- A. Yes, sir.
- Q. Did you and Mr. Smith make an appraisal on Parcel #36?
- A. Known as No. 2472 Forest Drive? Yes, sir.
- Q. Is this ~~your~~ your original appraisal form?
- A. A copy of it - we signed it as one of the originals.

Appraisal referred to offered and received in evidence.

Q. Mr. Greever, we would like for you to tell the Board what your appraisal on this particular parcel was and how you arrived at your appraisal. Is there a building on it?

A. Yes, sir. Our appraisal made in January 1939 shows a value of \$1100.00 for the land and \$800.00 for improvements, making a total of \$1900.00. This morning I made a thorough inspection of the property with a view to bringing information up to date and I find the property as containing 5 principal rooms which includes a kitchen and complete bath room with an outside toilet, with access on the rear porch. The kitchen is equipped with 42" single drainboard sink, hot water tank connected with kitchen stove, and all fixtures as appear to be supplied with hot and cold water, with the exception of the toilet. It appears that this plumbing was installed subsequent to our appraisal and gives evidence of being a new installation. Since our appraisal did not consider this plumbing, because we recited on the second page that its water supply was or plumbing was a spigot and surface toilet, I think an appraisal of the improvements should be included and include a reasonable cost for the plumbing additions and the expenses of City sewerage connection.

MR. COLLINS: Have you figured that cost?

A. Yes, sir. We figure that as being about \$325.00, the maximum reasonable cost.

Q. Making \$2275.00?

A. Yes, sir. One other amendment I would like to make on this appraisal. At the time we made this appraisal neither the husband or the wife were at home and some younger occupants were not sure whether we should be admitted or not. They were very nice about supplying such information as they could. However, an interior inspection of the property indicated the interior is in slightly better condition than we had figured and I believe we should give \$50.00 more value to the improvements as a result of that. It is neatly kept and I think it is entitled to that consideration.

Q. Making \$2275.00?

A. Yes, sir. On the building our appraisal shows an estimate of 30 years.

However, we have checked and it appears to be approximately 53 years old - constructed of timber accustomed to be used at that time and in that period of time has suffered considerable & general physical depreciation.

MR. ARTHUR: What would a house located like that rent for? With the plumbing in it.

A. For around \$20.00 per month.

MR. COLLINS: In that location?

A. Yes, sir. You have an income group that is limited to pay rent. This property, as I understand, was painted the first time about 3 or 4 years ago, covered with a roll roof and it appears that the nails are beginning to pull out, and probably roof trouble will develop in the next couple of years. In addition to the principal building, which is the dwelling, of course, there is a galvanized garage measuring about 9' by 14', built of scrap material, to which is annexed a storage house measuring approximately 7' by 11', with a slight off-set - the building if of scrap material. I don't feel/~~that has~~ any great economic value and the continuance of its use would require considerable outlay of money for reconditioning it.

MR. COLLINS: Did you check the valuation with the tax Board in these appraisals?

A. I think the Tax Board assessed the land at \$200.00 and the improvements at \$300.00, making a total assessment of \$500.00.

BY MR. WISE:

Q. You are married and live in your home?

A. Yes, sir.

Q. If you had to move out of your place you would have to pay someone to move you?

A. I have always had to pay a reasonable sum.

Q. Would it be inconvenient for you to move your furniture and stuff - it would take sometime from your business?

A. I would probably move in the daytime and probably take a little time off if regularly employed.

Q. I am trying to gag at this - if you had another house similarly situated

like you own now, same location, and some one asked you to move, you would not do it unless they paid you some money?

A. I would appreciate anything that could be done in that direction.

Q. Always have to do a little fixing up when you move?

A. Yes, sir.

Q. You have never heard of anybody ?

A. As a general rule you usually place yourself in a slightly better position.

Q. Do you think this woman can place herself in a better section in Columbia?

Mr. Dreher: We don't want to cut off any landowners' testimony, but we are going to have to offer objection to this testimony on the basis that it is irrelevant, but we want the record to show our objection to the testimony.

Mr. COLLINS: The depth of the lot along the alley - it looks like a square?

A. The survey shows a little wider on the South - about 3 feet.

Q. Is there any value due to the fact that it is on the alley?

A. We took that into consideration to a limited extent. The exact value of the alley is not known to us, but we are advised it is probably private property, and while it has been in use a number of years we were not lawyers and considered the use of it had some hazard.

Mr. DREHER: You did take into consideration the frontage?

A. Yes, sir.

Q. You considered the frontage on Forest Drive?

A. Without any specific alley use/^{the}value would be about \$1000.00.

Q. Did you take into consideration the fact that the premises were owner occupied?

A. Yes, sir.

BY MR. WISE:

Q. You stated the house had been there about 50 years?

A. Yes, sir.

Q. You don't know about the alley being there 50 years?

A. I don't know the history of the alley.

Q. Suppose you could build houses back there - it would increase the value?

A. Yes, sir, it would increase it to a certain extent.

MR. COLLINS: Did you check with the Engineer's Office to see if that was a public alley?

A. We were advised that the City had never assumed jurisdiction of it.

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

follows:

BY MR. DREHER:

Q. What is your business?

A. Real estate.

Q. How long have you been in that business?

A. 13 years.

Q. In Columbia?

A. Yes, sir, same location.

Q. Were you along with Mr. Greever one of the appraisers requested by the Housing Authority to make an appraisal of this area?

A. Yes, sir.

Q. Have you heard Mr. Greever's testimony this morning?

A. I heard most of it - I came in while he was testifying.

Q. You heard the original valuation and the increase after the plumbing was installed?

A. Yes, sir.

Q. Do you agree with this testimony?

A. Yes, sir.

Q. Anything you would like to add?

A. I don't believe there is anything I would like to add to that. The outside of the house - I went back and I looked at it again this morning and he is exactly right in the type of woodwork - I noticed around the windows, the boards are getting old and need replacement.

Q. Those figures are yours as well as his?

A. Yes, sir, joint appraisal.

MR. WISE: Mr. Smith, in looking around to get a house I have been unable to get anything except for \$3000.00 or \$3800.00 -

MR. DREHER: Object on the ground that Mr. Wise is testifying and answer would be irrelevant.

MR. WISE: Have you in Columbia a house for the value you stated here?

A. I have not a list of the property here to submit to you.

Q. You don't know one right offhand in the same position. This house has large rooms?

A. Medium rooms - Not large or small - ~~SIXTY~~

Q. Big hall?

A. Nice hall. We gave the property a little over value because of that fact.

Q. You don't recall any property you can sell for that?

A. I don't believe if you listed this house with me that I could get anything like the appraised value. When we go to sell those houses we have to sacrifice them. I have sold two-story houses, nice ones, similar to this for under \$1500.00.

Q. You have not sold any like that?

A. We have a number of them for the Home Owners' Loan Corporation.

Q. What do you think the rental value is?

A. Around \$20.00 per month.

Q. How much is that a year?

A. \$240.00 a year.

Q. How much it cost to keep that up? Would \$40.00 keep it up?

A. I cannot estimate the cost.

Q. \$50.00 or \$50.00?

A. There is a roll roofing on the house and they give trouble and do not last long. The outside of that house is going to need some considerable

repairs. The inside is in good shape.

Q. If you had \$4000.00 to invest you could not get 4%?

A. I do not believe this place would come within the gross class but the gross rental class of negro property.

MR. COLLINS: Of course the expense of keeping it up would include the taxes too?

A. Yes, sir.

Q. \$40.00 would not do that?

A. No, sir.

Q. If you had \$4000.00 do you think you could get 4%?

A. It used to be if you had \$4000.00 to invest you could possibly ~~give~~ get a piece of rental property in this class that would bring you in a gross rental of \$60.00 to \$70.00 a month.

Q. You married?

A. Yes, sir.

Q. Do you think you could be placed in another same, the same property like you have, and some one wanted you to move for convenience, just for convenience, you would not move without some consideration? You would want consideration?

Mr. Dreher: Same objection.

A. That is a question of speculation.

Q. You cannot get somebody to move ^{you} /for nothing?

A. No, sir.

Q. Have to pay them?

A. Absolutely.

Q. It is a long time before you can get anything like you want?

A. I still say it is speculative. One man might want to move and another might not.

Q. ~~Absolutely~~ You never have moved?

A. No, I have never moved.

Q. When you have that experience you will find out that you never get moved for nothing.

MR. DREHER: You were talking about the value of this property for speculative purposes and the possibility of being sold for investment.

A. #2480 Taylor Street, frame house, in very much similar condition to this on the outside recently sold by the H.O.L.W. for \$2000.00, \$200.00 cash and balance \$7.91 per month, No.2480 Taylor. In fact it was sold in December 1938.

Q. As a matter of fact you had that house listed for \$3000.00?

A. I don't know.

Mr. WISE: 'I Move this be stricken out unless you know about it.

A. I know what it sold for.

Q. Don't you sell property for the Home Owners?

A. I do.

Q. Suppose you find out how much it was listed for and give to the Board.

A. If you knew the workings of the Home Owners I believe you will find that is a hard proposition. I know what it actually sold for and it was satisfactory to the H.O.L.W. To accept \$2000.00.

MR. DREHER: The asking price is not of necessity the appraised price of the corporation?

A. It is always the price subject to trade, particularly of the H.O.L.C.

Q. It is not what the property is worth? If they thought it was worth more than \$2000.00 they would not take more than \$2000.00/ They never lose on a house for sale?

A. I know they do lose.

Mr. ELLIOTT:

Q. Did you take the area into consideration?

A. We took the area into consideration - the lot was 52'.

Q. I mean the building? A. Yes, we did.

Mr. OKNER: I represent the Home Owners' Loan Corporation, for which I am Attorney. We have a mortgage on this property. I am making up a statement of the account but did not get it in time for the hearing. I don't know whether it is necessary except for the amount. It is a first mortgage and I want to call attention to it and when the award is determined a check in the case will be made out to us and to the others who have a lien on the property. That is all I have to say. I have no testimony one way or the other.

MR. F. L. MILES, being first duly sworn, testified as follows:

BY MR. WISE:

Q. What is your occupation?

A. Contract work.

Q. You have been building houses in Columbia for how long?

A. About 22 years. I was in Spartanburg about 10 years of the time.

Q. At the present time you are in Columbia?

A. Yes, sir.

Q. Have you inspected the property of Mattie Johnson?

A. Yes, sir.

Q. Have you examined it with a view to replacing it?

A. Yes, sir.

Q. What kind of timber in that house?

A. It is in fair shape.

Q. What do you estimate it will cost to replace it?

A. It is 1900 sq/ft in it. It ought to be worth at least \$1.00 a sq.ft.

Q. To put it back like it is?

A. The plumbing would be around \$300.00, the wiring and fixtures about \$75.00. That is a new house constructed out of material like this. When she has to get a house she will probably have to build a new house. I am talking about a new house with material like that.

Q. Speaking about a house 50 years old - houses built of material like that how do they compare with the buildings today, as to service?

A. Cannot get material like that. The new material is about half as good

~~as the material in the house built~~ ~~some of that material is~~ ~~longer than~~ ~~the~~

as when this house was built. Some of that material is absolutely long leaf timber.

Q. It is not uncommon to see country houses 50 and 75 years old with good lumber?

A. No, sir.

MR. DREHER: Would you like to give us your opinion as to the depreciation of this house since it was built/ If you can't we will let it go.

A. I rather not say - I look at the proposition like this - if she has to get a house she will probably have to build a new house and I am looking at it from the standpoint that she cannot build a new house of the same size for less than \$1.00 a sq.ft., and \$2.00 to \$3.00 for a better house. I believe Mr. Greever will agree with me that we get ground \$3.00 a sq.ft for a brick house, \$2.50 for clap-board.

Q. You testify only as to what it would cost to build a new house?

A. That is right.

CHARLIE KOON being first duly sworn, testified as follows:

BY MR. WISE:

Q. You are a preacher?

A. Yes, sir.

Q. You going to preach this coming Sunday?

A. Yes, sir, preach every Sunday.

Q. How long you been in business?

A. 1897 - 32 or 33 years.

Q. Have you seen Sister Johnson's house?

A. Yes, sir.

Q. Made a thorough inspection?

A. Yes, sir.

Q. Those rooms small or large?

A. Large rooms.

Q. Big hall?

A. Yes, sir.

Q. What is your estimation of building a new house like this?

A. With one bath, with hot and cold water, two commode rooms - I wouldn't consider it for - I can build a six room house for \$1900.00.

Q. That includes your plumbing? And electricity?

A. Yes, sir.

Q. Does it include hot and cold water?

A. Yes, sir. but not where the two stools are.

Q. It is difficult to get lumber like that is built of?

A. To get it now? You can't get it.

Q. You have tried to get it?

A. The ~~last~~ house with long leaf pine sills was ~~the~~ in Waverley. I got it from ~~Cummins~~ *Cummins*.

Q. If you had your way would you rather have a house built of the present lumber or that house?

A. I rather have the lumber that is there. It will last longer than anything you can buy now .

MR. DREHER: It is an old house?

A. Yes, sir, I think pretty old.

Q. How old would you say?

A. It looks like it is about 30 or 40 years old. - Just the looks of it.

MATTIE JOHNSON, being first duly sworn, testified as follows:

BY MR. WISE:

Q. You and your husband own this house?

A. Yes, sir.

Q. You gave a mortgage on it to the Home Owners?

A. Yes, sir.

Q. The mortgage was \$1200.00?

A. Yes, sir.

Q. What did the hot and cold water cost - the improvements you put in there?

A. I don't know a definite figure of it but somewhere around \$300.00.

Q. That is the hot water and cold - was that plumbing put in after you made the lean?

A. Yes, sir.

Q. That lean was about \$1200.00?

A. Yes, sir.

BY MR. COLLINS:

Q. How long have you lived in that house?

A. I think /29 I moved in there.

Q. How did you get this house?

A. Well, some folks, an old lady, blind - and this old lady deeded the house to two nieces of hers to take care of her. These boys mortgaged the house -

Mr. Dreher: I don't see how that is relevant.

Q. The blind woman owned the house and she stayed there until she died?

A. Yes, sir.

Q. You took care of her?

A. Yes, sir.

Q. Have you been around after they told you that you were going to have to move?

A. I have.

Mr. Dreher: We object to this testimony.

A. The place that suits me so well, and I am not anxious to move, but I could not find anything under \$2800.00 and \$3000.00 and \$3200.00.

Q. \$2800.00 is the cheapest?

A. Yes, sir, in a place I would like to live.

Q. Have you found a place you would like to move as well as where you are?

A. No, sir.

Q. You anxious to sell?

A. I am not.

Q. Do you have a garden?

A. Yes, sir, enough to build two houses, and we were planning to do that.

Q. Where do you work?

A. State Board of Health.

Q. If you move from the present place, as apparently you are going to have to do, you have to pay attorney's fees, buy a place and have the inconvenience of moving - do you consider it inconvenient on your part to move?

A. Yes, sir.

Q. What do you think the value of your house is?

A. I think the value of mine would be \$4000.00.

Q. That is if you have to move, but you don't want to move?

A. Yes, sir.

BY MR. DREHER:

Q. How hard have you tried to find a place - how many real estate men have you been to? Even been to any?

A. I have looked through some.

Q. Who?

A. Collins. Then I looked at some other houses people pointed out to me.

Q. You have not gone to any real estate men?

A. No, sir.

Q. Where did you get the offer of \$2800.00?

A. Through some of the real estate man assistant.

Q. Where was that house?

A. On Heidt Street just back of Haskell.

Q. What kind of house?

A. A little five room house with bath, but no hot water. A short lot and I did not like it, but that was the price.

BY MR. WISE:

Q. These houses you saw on paved street?

A. The one that is going to be paved is on Laurel.

Q. Does the bus run by the house?

A. No, sir.

Q. You have bus connection at your place?

A. Yes, sir.

Q. What was the number on Laurel?

A. I didn't notice.

Q. What section is it in?

A. I ran through there in the afternoon when I got off and I did not notice.

BY MR. DREHER:

Q. How many times the bus come by where you live?

A. Five times, I think it is.

Q. Five times a day?

A. Yes, sir, I think. It suits my occasion all right in the morning and afternoon.

Q. How close are you to another bus line?

A. About two and a half blocks, I reckon.

MR. E. C. TOWNSEND, being first duly sworn, testified as follows:

BY MR. WISE:

Q. Mr. Townsend, you have been in the real estate business for a number of years?

A. Some time.

Q. Have you appraised the value of this lot - what is your valuation of this lot in question?

A. About \$1200.00.

Q. What is your valuation of the house?

A. Replacement value would be about \$1800.00.

Q. You have heard this testimony as to the selling of this house and she stated that she did not want to sell, what do you think is a fair valuation for purchase?

A. Since it is her home and she does not want to move I think a fair value would be \$3500.00, and \$500.00 for the inconvenience of moving. Anybody should have it if they are forced to move, and she is satisfied. If you try to buy a place and get equally well situated it is worth \$500.00 to make a change. She is in front of the Catholic Hospital and it has a great deal of potential value. It will develop in the next few years into high class homes. There are great possibilities there.

Q. Do you know a section where she could get where colored people could move - could she get any as good?

BY MR. DREHER:

Q. Your total value then is \$4000.00?

A. No, the value of the house is \$3500.00 and I think anybody forced to move should have \$500.00 for inconvenience and cost of moving. I would not move for \$1000.00 if I were not forced to move out.

Q. You would give this woman \$3500.00, plus the expense of moving?

A. Yes, sir.

Q. How much of the house are you computing as sentimental value?

A. That is the actual value to her.

Q. I believe you said \$1200.00 for the land and the rest for improvements?

A. Yes, sir.

Q. In that figure you have given for the building you gave the replacement figure?

A. Yes.

Q. You did not allow anything for depreciation?

A. I would consider the depreciation would be very little when you consider what you have to replace with for. I rather tear down that and rebuild it than buy new timber and put up a house. It will last longer than anything you can buy now.

Q. I want you to forget the replacement figure and tell us what you think it is worth now?

A. I think \$1800.00.

Q. The same figure you gave as replacement?

A. Yes, sir.

Q. You think the house is as good as new?

A/ Better than anything you can build today unless you go to a lot of expense to get the material.

BY MR. WISE:

Q. How much would that house rent for?

A. It would rent for \$20.00. It has about an 8' to 10' hall, three rooms, practically three on the other side, and the front windows go to the floor and can be converted into two apartments. I could spend about \$10.00 and get \$30.00 = \$15.00 for each side - you could make a duplex, which seems to be the order of the day. It would rent for \$20.00 like it is. For a very small cost outlay you could get \$30.00.