

New homeowners: We've been had

From Page A1

his other customers said they weren't charged for the services, Mr. Campbell explained. The model number of the house agreed upon in their contract was different from the one Mr. Witherspoon actually constructed. The wood he used, even he installed in the home and the carpet

the Campbell's said they requested. Instead of double French doors in the kitchen/dining room, doors off the side and back of house were hung. Windows are missing, mirrors were installed and later replaced at the Campbell's insistence, the exterior of the home was not painted correctly and Mr. Campbell had to do that work himself, the water meter is not flush with the concrete driveway.

Staff from the Housing/Neighborhood Development Department, which administers the city's second mortgage loan program, had postponed their closing date twice to deal with the Campbell's complaints. Eventually, the Campbell's accepted a promissory note in December 1989 from Mr. Witherspoon stating that he would pay them a little more than \$1,600 as reimbursement for money they put into the house for things he should have taken care of. He was also instructed to repair the driveway.

The Campbell's said city officials allowed Mr. Witherspoon to collect their closing payment on the house before they arrived at the meeting. They allege that they were led to believe that Mr. Witherspoon was a licensed general contractor. In April, they took Mr. Witherspoon to court to collect on the promissory note which he was to begin paying on in January. To date, Mr. Witherspoon has only paid \$200 to the Campbell's when the agreed upon amount was a little over \$400 a month for four months.

As a result of the Campbell's complaints, Mr. Witherspoon has been removed from the list of certified builders for the city's programs, said Monica R. Lett, director of Housing and Development. Dr. Lett and assistant city manager Thomas W. Fredericks met with the Campbell's Tuesday afternoon to hear their claims that city staff members mismanaged their money and misrepresented their best interests when they closed on their home.

"We understand their complaints but we feel we have exhausted all remedies we can provide by removing the developer from the list as a direct result of their complaints," said Dr. Lett.

Because Mr. Witherspoon was listed as a developer on the city's list, she continued, it wasn't necessary that he be licensed. Mr. Witherspoon's brother, Jerome, owns Astro

Construction Co., and the building permit from the city was in his company's name, she said, adding that the men are principal owners in each others businesses.

A developer usually coordinates the building process in a development project, assembling

the general contractor gets the building permits and hires out portions of the project to subcontractors to build the actual structure.

Still, the Campbell's maintain that the Witherspoon brothers have pulled a "fast one" on them. In fact, their dilemma is similar to one experienced by Catherine Burton. Last year, Mrs. Burton filed a lawsuit against Leon Witherspoon, Oak Leaf Builders, Oak Leaf Corporation Inc. and Jerome T. Witherspoon and Woodcraft Builders and Associates Inc.

In January 1987, Mrs. Burton entered into a contract with Oak Leaf Corporation to build the home she now resides in at 1105 Progressive Lane, according to documents filed in Forsyth County Civil Superior Court. The agreed upon cost of the structure, \$60,990.

"On or about August 3, 1987, the plaintiff began to occupy the house. Numerous defects in the quality of workmanship, unauthorized changes in construction plans, unauthorized substitutions of materials and uncompleted work were complained by the plaintiff to defendants Leon Witherspoon and Oak Leaf Corporation," read the court briefs. "Despite numerous requests and demands by the plaintiff to correct the defects and omissions in the construction of the residence, her complaints went unaddressed. After giving the defendants Leon Witherspoon and Oak Leaf Corporation numerous opportunities to correct such defects and omissions, the plaintiff discharged them from performing further work on her residence on or about March 17, 1990."

Shortly afterwards, Mrs. Burton hired someone else to complete and correct her home, according to court documents, and she spent in excess of \$12,000 for that work and continues to incur expenses as new defections in workmanship are discovered. In addition, she paid Leon Witherspoon and Oak Leaf \$40,178 for "works and draws" for the construction of her house.

After discharging Leon Witherspoon, Mrs. Burton discovered that he was not a licensed contractor as required by the North Carolina's general statutes.

"Plaintiff also learned at this time that defendant Jerome T. Witherspoon had allowed defendant Leon Witherspoon and Oak Leaf to

use the general contracting license of defendant Woodcraft Builders and Associates to procure a building permit for construction of the plaintiff's residence," according to the court documents in file 88-CVS-4588. "At no time did defendants Jerome T. Witherspoon or Wood-

craft with the plaintiff for construction of her residence, or act as the general contractor for construction of said residence."

On Sept. 14, 1988, Mrs. Burton filed the following complaints in Forsyth County Civil Superior Court:

- Breach of contract against Leon Witherspoon and Oak Leaf Corporation.

- Fraud and misrepresentation against all defendants named in the suit.

- Negligence and misrepresentation against the defendants.

- Punitive damages against all defendants.

- Unfair and deceptive trade practices against all defendants.

In his judgment, Civil Superior Court Judge James T. Booker found Jerome T. Witherspoon and Woodcraft Builders and Associates guilty of fraud.

"Leon Witherspoon and Oak Leaf Corporation held themselves as general contractors for construction of plaintiff's residence in violation of the licensing requirements," the judge wrote in his findings.

"...Jerome T. Witherspoon knowingly and intentionally entered into an agreement and contrived with the unlicensed general contractors to circumvent licensing requirements under North Carolina General Statute...to defraud plaintiff.

"Defendant Jerome T. Witherspoon intended to deceive plaintiff by agreeing and contriving with the unlicensed general contractor to circumvent licensing requirements under North Carolina General Statute...thereby, allowing the unlicensed general contractor to procure the building permit for plaintiff's house."

Finding Jerome Witherspoon and Woodcraft Builders and Associates guilty of fraud, Judge Booker ordered defendants to pay \$35,972 in damages to Mrs. Burton.

When licensed general contractors allow other companies or general contractors that are unlicensed to use their licenses, the former can lose their license, according to a spokeswoman with the General Contractors North Carolina Licensing Board. Leon Witherspoon, if he was ever a licensed contractor, has not been licensed since 1985, the spokeswoman said.

Leon Witherspoon maintains that he has done nothing wrong.

"I'm out of the business of

building homes because of Mr. Campbell," he said. "Once I let him into the house he started making demands that I had to this and that or he wouldn't close on the house because he said he knew how he could get me."

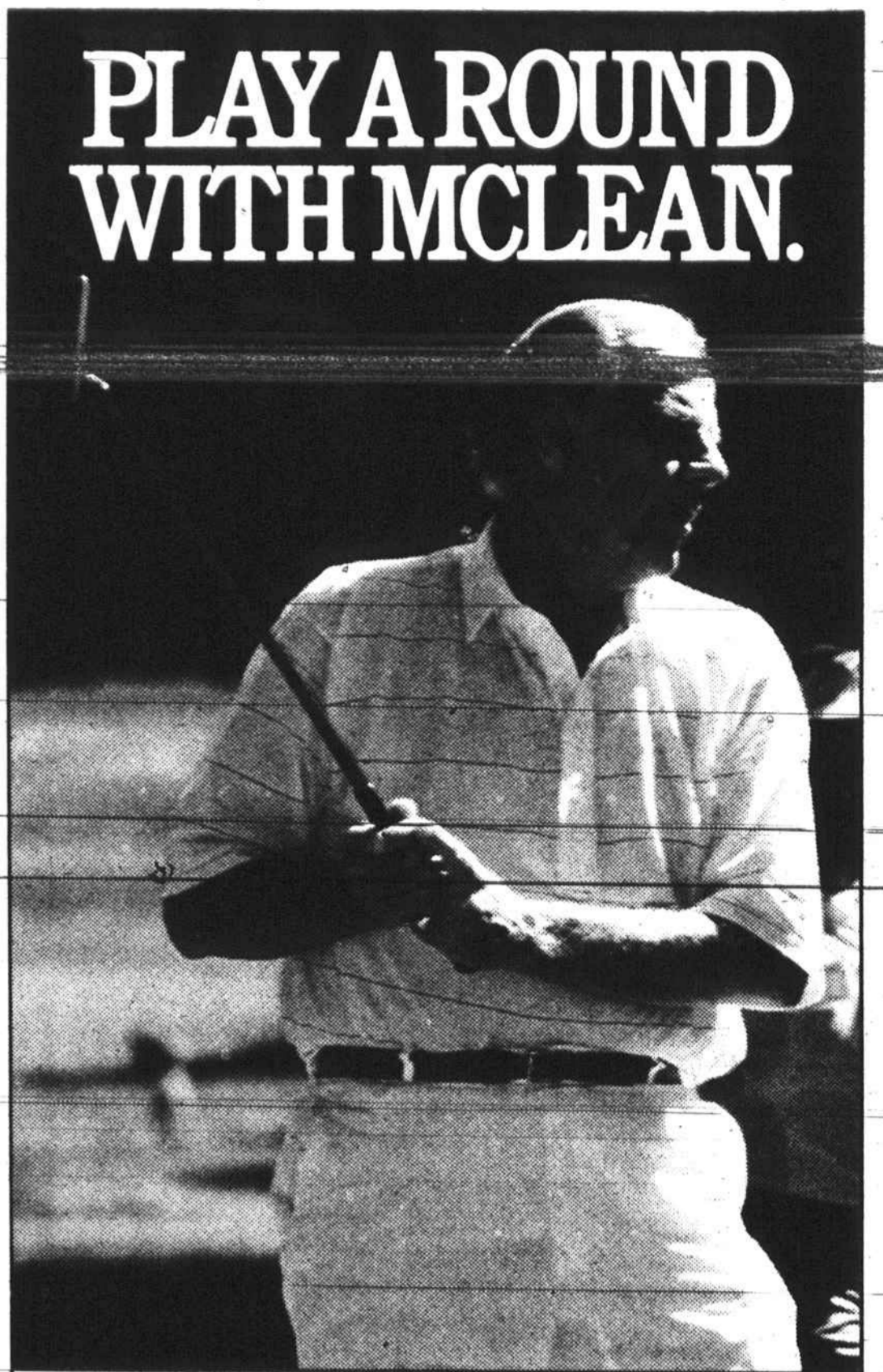
"In Mrs. Burton's situation, she told her or anybody else that I was a general contractor. As far as I'm concerned I gave the Campbell's a house for much more than what I charged them. I promised to give them \$1,600 but I don't owe them money. The only reason I agreed to pay them money is so they would close on the house."

Leon Witherspoon has a record of not paying his debts in a timely manner. In March 1987, New York Carpet World filed a small claims suit against him because after Willie Ashford Jr., 113 George Black Lane, paid Leon Witherspoon \$2,323.65 to install carpet and cushion, he did not pay the company. The company voluntarily dismissed the suit in November 14, 1988.

Blaze Air Inc. filed another small claims suit against Leon Witherspoon in June 1989 for the \$1,590 he owed them - he borrowed the money to invest in projects in East Winston or other predominately Afro-American housing projects.

City officials told the Campbell's Tuesday that they would "check into matters and get back with us," Mrs. Campbell said. "The fact is we did not chose Astro, but Oak Leaf. We feel we have been taken advantage of because of our inexperience as homeowners and we want our money back and we want the house repaired - the squeaky tile from where the floor boards weren't nailed down properly, the driveway and everything else - and we want a lower price on this house."

"This has happened to other people in East Winston who have dealt with Leon Witherspoon because he takes people's money from one project and puts it into another," Mr. Campbell added. "We were not treated fairly by the city or Mr. Witherspoon and we want justice."



PLAY A ROUND WITH MCLEAN.

McLean Stevenson and over 100 of your favorite sports and entertainment stars are scheduled to appear at The Crosby again this year. For some of your favorite charities. It'll be four days of fun in the sun at Bermuda Run. So come on out and have a good time for a good cause.

at BERMUDA RUN
The **CROSBY** ADDITION
MAY 31 - JUNE 3

Call 1-800-345-BING

Williams honored for academics

Nikkya Geneen Williams, a student at Kennedy Middle School will be honored for her academic achievement at a Grand Recognition Ceremony on June 3 at Duke University Chapel in Durham.

More than 1,880 students from 16 states qualified for this honor. The Grand Recognition Ceremony is sponsored by the Duke University Talent Identification Program to salute the highest scoring seventh-graders in TIP's 10th annual Talent Search. All students invited to this ceremony have earned scores on the Scholastic Aptitude Test or the American College Testing Assessment higher than 50 percent of college-bound high school seniors.

The students will receive cer-

tificates of distinction at the ceremony and books. The highest scorers will also receive scholarships.

Miss Williams is a seventh-grade student at Kennedy Middle School where she plays bassoon in the Festival Band. She was selected to the All County Band. An avid reader, her interests include drama, dancing, and art. She likes to swim and play video games. Her parents are Annette Scippio and Norman Williams. She is the granddaughter of Edythe Williams, Gertrude Scippio and Sallie Salvage.



Nikkya Geneen Williams

REDUCED FOR CLEARANCE

Selected Groups of Dresses

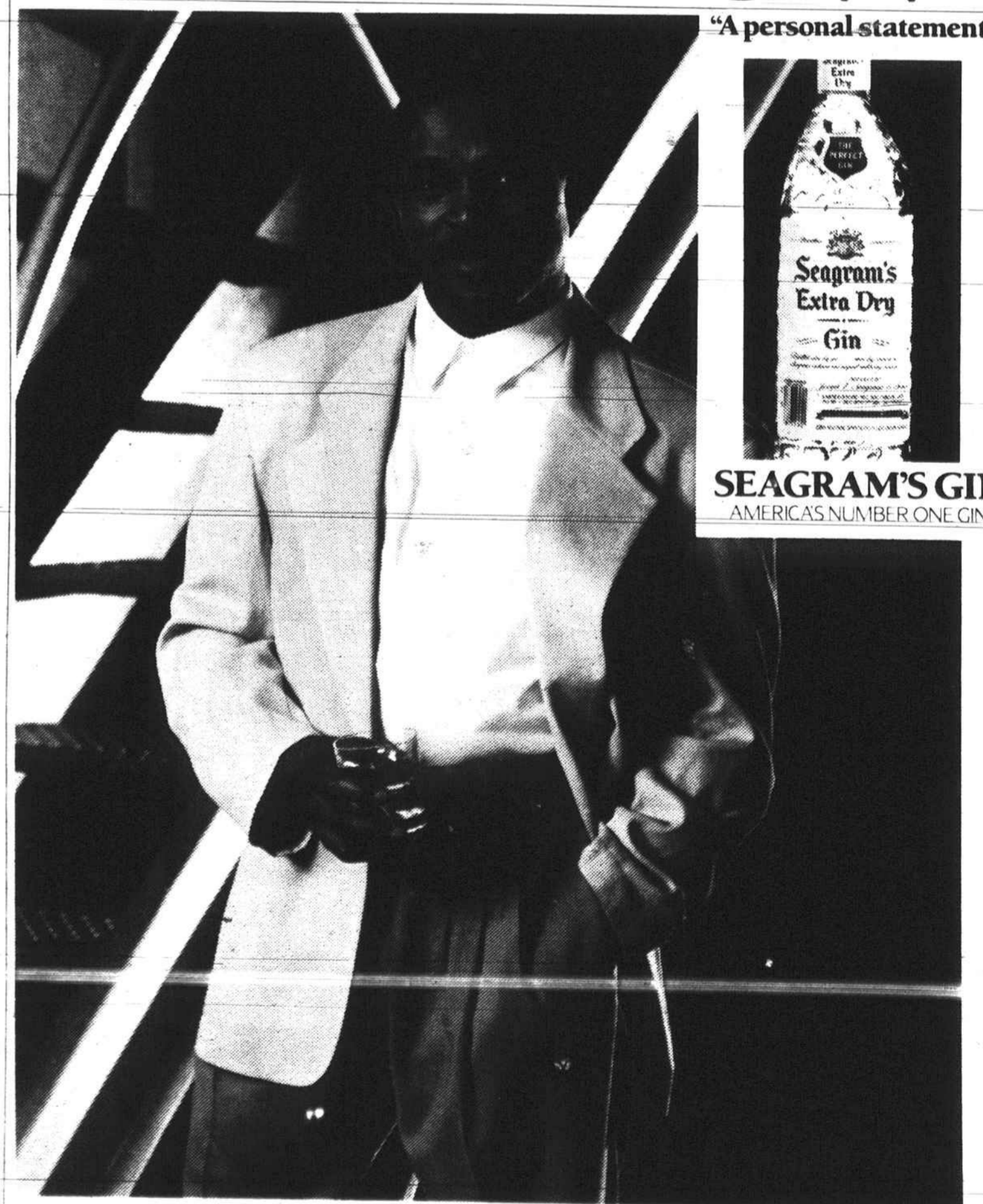
Reg. Sizes 6 thru 20
Half Sizes 12½ thru 24½
Petites 6-16

And Sportswear

BLACKBURN'S
628 West 4th St. 722-8203

MELLOW

"A personal statement"



SEAGRAM'S GIN
AMERICA'S NUMBER ONE GIN.

©1990 SEAGRAM'S GIN - 100% NEUTRAL SPIRITS - DISTILLED FROM GRAIN - 40% ALCOHOL BY VOLUME (80 PROOF) - JOSEPH E. SEAGRAM & SONS, NEW YORK, NY

FOR SNUFF THAT'S SWEET AS HONEY, GIVE HONEY BEE A TRY.



Helme Tobacco Company