

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE PROBATE COURT  
  
CASE NO. 2015-ES-10-00751

IN THE MATTER OF:  
Virginia G. Pinckney (Decedent)

WAVERLY PINCKNEY, )  
 )  
Petitioner, )  
 )  
v. )  
JOSEPH GOODWATER, ISAAC )  
GOODWATER and WAVERLY )  
GOODWATER, )  
 )  
Respondents. )  
\_\_\_\_\_ )

**ORDER DECLARING QUIT CLAIM DEED  
RECORDED IN BOOK 0607, PAGE 115 VOID**

**RECEIVED**

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**SC Court of Appeals**

Hearing Date: April 27, 2022  
Presiding Judge: Irvin G. Condon  
Petitioner: Waverly G. Pinckney  
Petitioner's Attorney: John J. Dodds, III, Esq.  
Respondent: Joseph Goodwater  
Respondent's Attorney: *Pro Se*

**THIS MATTER** came to be heard by me on April 27, 2022 pursuant to the Order of the Honorable Tamara C. Curry, Associate Judge of Probate, dated February 26, 2021. The record reflects that a Petition to Enforce Settlement Agreement and For Relief was filed by the Petitioner, Waverly Pinckney, in 2018 requesting that the Court declare Void a Quit Claim Deed from Petitioner, as Personal Representative of the Estate of Virginia G. Pinckney, to Joseph Goodwater and Isaac Goodwater, dated February 5, 2016, and recorded in the Register's Office for Charleston County on December 30, 2016, in Book 0607, at Page 115, as well as an award of attorney fees and costs from Respondents. Respondents, Joseph Goodwater, Isaac Goodwater and Waverly Goodwater, by and through their attorney, Natasha Chisolm, timely filed an

Answer to the Petition denying the material allegations therein, requesting the Petition be dismissed, and an award of attorney fees and costs from Petitioner. The matter was heard by Judge Curry on February 4, 2020. As noted above, Judge Curry issued an Order on February 26, 2021 transferring this matter to me for a Hearing "... in regards to the Settlement Agreement reached in the Estate of Oretta Goodwater, Case Number 2007-ES-10-1570; the Estate of Walter Goodwater, Case Number 2001-ES-10-1035; and the Estate of Maggie Goodwater, Case Number 1988-ES-10-0001".


Present at the Hearing on April 27, 2022 was the Petitioner, Waverly Pinckney, his attorney, John J. Dodds, III, a witness, Frank M. Cisa, Esquire, Respondent Joseph Goodwater, and Respondent Joseph Goodwater's son who did not testify. Prior to the commencement of the Hearing, the Court inquired of Respondent Joseph Goodwater as to whether he was still represented by Attorney Chisolm. Respondent Joseph Goodwater replied that Attorney Chisolm was no longer involved in the case. The Court then inquired of Respondent Joseph Goodwater as to whether he was desirous of securing other legal counsel to represent him at the Hearing. Respondent Joseph Goodwater replied that he did not desire other legal counsel and was ready to proceed with the Hearing.

Based upon the testimony and Exhibits received into evidence at the Hearing, the Court makes the following **FINDINGS OF FACT** and **CONCLUSIONS OF LAW**:

1. This Court has jurisdiction over the subject matter of this action and the parties hereto and venue is proper in Charleston County;
2. On December 11, 2013, at a Mediation conducted by William S. Barr, Esquire, Joseph Goodwater and Isaac Goodwater, in their capacity as Petitioners in the Estate of Walter Goodwater, Case No. 1981-ES-10-3759, the Estate of Maggie Goodwater, Case No.

1988-ES-10-0012 and the Estate of Oretha Goodwater, Case No. 2007-ES-10-1570, entered into a written Settlement Agreement with Virginia G. Pinckney, who was named as a Respondent in each of the three (3) Estates, wherein the parties agreed to dismiss Case No. 1981-ES-10-3759 and Case No. 2007-ES-10-1570 with prejudice; Virginia G. Pinckney agreed to release any and all claims she may have in the Estate of Maggie Goodwater in favor of Joseph Goodwater and Isaac Goodwater; and Virginia G. Pinckney agreed to execute a Quit Claim Deed to Joseph Goodwater and Isaac Goodwater quit claiming all right, title and interest that she may have in the Estate of Maggie Goodwater. At the time the Settlement Agreement was entered into, Joseph Goodwater and Isaac Goodwater were represented by Attorney Ayesha T. Washington and Virginia G. Pinckney was represented by Attorney Frank M. Cisa. Both attorneys participated in the Mediation on behalf of their respective clients and all parties freely, voluntarily and knowingly entered into the Settlement Agreement after an opportunity to consult their respective attorney;

3. On December 30, 2013, Attorney Ayesha T. Washington, on behalf of her clients, Joseph Goodwater and Isaac Goodwater, mailed the original Settlement Agreement to Charleston County Probate Court to be filed in Estate of Walter Goodwater, Case No. 2011-ES-10-1035, Estate of Maggie Goodwater, Case No. 1988-ES-10-0012 and Estate of Oretha Goodwater, Case No. 2007-ES-10-1570. On February 27, 2014, I signed a Consent Order of Dismissal, also signed by Attorneys Ayesha T. Washington and Frank M. Cisa, on behalf of their respective clients, dismissing with prejudice the Estate of Walter Goodwater, Case No. 2011-ES-10-1035, the Estate of Maggie Goodwater, Case No. 1988-ES-10-0001, and the Estate of Oretha Goodwater, Case No. 2007-ES-10-1570;



4. Virginia G. Pinckney died December 1, 2014. After her death, Joseph Goodwater and Waverly Goodwater, Individually and as Representatives of the Heirs of Peter Latin Goodwater, initiated an action in the Court of Common Pleas for Charleston County, Case No. 2014-CP-10-4220, against all Heirs of Virginia G. Pinckney, Deceased, her Personal Representative, Waverly Pinckney, All Heirs of Lucinda G. Bennett, Deceased, her Personal Representative, Lue Vanderhorst, and other asserting various claims relating to the Estate of Maggie Goodwater. On March 10, 2016, Mikell R. Scarborough, Master-In-Equity for Charleston County, issued an Order On Motion For Summary Judgment dismissing the Complaint and Amended Complaint as to Heirs of Virginia G. Pinckney, Waverly Pinckney, Katier H. Pinckney, Peter H. Pinckney and Denise Pinckney on the ground that the claims were barred by the doctrines of collateral estoppel and res judicata as Joseph Goodwater and Waverly Goodwater "...were parties to an action that was filed in the Charleston County Probate Court involving the same allegations as the present action".
5. On February 9, 2016, Attorney Frank M. Cisa, on behalf of the Estate of Virginia G. Pinckney, by and through Waverly Pinckney, Personal Representative, mailed Joseph Goodwater a Quit Claim Deed duly executed by Waverly Pinckney, Personal Representative of the Estate of Virginia G. Pinckney, quit claiming to Joseph Goodwater and Isaac Goodwater all right, title and interest that the Estate of Virginia G. Pinckney may have in the Estate of Maggie Goodwater, as required in accordance with the Settlement Agreement entered into at Mediation on December 11, 2013 in the Estates of Walter Goodwater, Maggie Goodwater and Oretha Goodwater. At the time Estate of Virginia G. Pinckney mailed Joseph Goodwater and Isaac Goodwater the executed Quit

*Handwritten signature/initials*  
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Claim Deed as noted above, the Estate of Maggie Goodwater had no ownership interest in any real estate whatsoever. As per the Inventory and Appraisement filed in the Estate of Maggie Goodwater, the only real estate owned by Maggie Goodwater at the time of her death was a 4.85 acre tract having T.M.S. No. 615-00-00-054. This property was transferred by Deed of Distribution from the Estate of Maggie Goodwater to Lucinda G. Bennett, Maggie Goodwater's daughter and Personal Representative, dated June 15, 1990, and recorded in the Register's Office for Charleston County on June 19, 1990, in Book F-194, at Page 117. Lucinda G. Bennett was released and discharged as Personal Representative of the Estate of Maggie Goodwater by Order of Charleston County Probate Court on May 2, 1990;

6. On December 30, 2016, Joseph Goodwater recorded in the Register's Office for Charleston County a Quit Claim Deed from Estate of Virginia G. Pinckney as provided by Attorney Frank M. Cisa, however, attached to the Quit Claim Deed were nine (9) separate legal descriptions for nine (9) separate parcels of real estate which were not included in the Quit Claim Deed provided to Joseph Goodwater by Attorney Cisa, namely, T.M.S. No.'s 614-00-00-162, 614-00-00-230, 614-00-00-231, 614-00-00-051, 614-00-00-392, 614-00-00-042, 614-00-00-046, 614-00-00-047 and 614-00-00-054. Of these nine (9) parcels, Virginia A. Pinckney, Deceased, had an ownership interest in four (4) parcels, namely, T.M.S. No. 614-00-00-230, 614-00-00-231, 614-00-00-042, 614-00-00-047, and no interest in the other five (5) parcels. Moreover, the ownership interests of Virginia G. Pinckney, Deceased, in these four (4) parcels were acquired more than fifty (50) years ago, namely, T.M.S. No. 614-00-00-230 on February 28, 1969, T.M.S. No. 614-00-00-231 on September 7, 1966, T.M.S. No. 614-00-00-042 on October 14, 1966,



and T.M.S. No. 614-00-00-047 on February 28, 1969;

7. Respondents have presented no competent evidence which would justify this Court not approving and enforcing the Settlement Agreement entered into Mediation by and between Joseph Goodwater and Isaac Goodwater, as Petitioners in the Estates of Walter Goodwater, Maggie Goodwater and Oretha Goodwater, and Virginia G. Pinckney, as Respondent, in those cases. Joseph Goodwater and Isaac Goodwater were represented by competent legal counsel at the Mediation, at all times had access to the public records in the Estate of Maggie Goodwater and Register's Office for Charleston County as to each of the nine (9) parcels of real property which are the subject of this dispute, freely and voluntarily executed the Settlement Agreement which was filed with the Probate Court by their attorney and agreed, by and through their attorney, to dismiss with prejudice all claims asserted in the Estates of Walter Goodwater, Maggie Goodwater, and Oretha Goodwater, including those claims which they now seek to assert as to the Estate of Maggie Goodwater;
8. Basic contract law provides that when a contract is clear and unambiguous, the language alone determines the contract's force and effect. C.A.N. Enterprises, Inc. v. South Carolina Health & Human Servs. Fin Comm'n, 373 S.E.2d (1988). It is not the function of the Court to rewrite contracts for parties. See Gambrell v. Travelers Ins. Cos., 310 S.E.2d 814 (1983). In the case at bar, Virginia Pinckney agreed to "... execute a Quit Claim Deed to Petitioners, Quit Claiming all right, title and interest that she may have in the Estate of Maggie Goodwater". Although not done in a timely manner, due in part to the death of Virginia G. Pinckney, the Quit Claim Deed mailed by Attorney Cisa to Joseph Goodwater on February 9, 2016, which did not include the nine (9) parcels of real

estate added after Joseph Goodwater received the Quit Claim Deed, complied with the clear and unambiguous language of the Settlement. Moreover, as noted above, the only real estate Maggie Goodwater owned at the time of her death was conveyed to her daughter, Lucinda G. Bennett, by Deed of Distribution from the Estate of Maggie Goodwater, recorded almost thirty (30) years ago. Simply put, there was no real property to be conveyed to Joseph Goodwater and Isaac Goodwater. Because Petitioner, Waverly Pinckney, as Personal Representative of the Estate of Virginia G. Pinckney, fully complied with the Settlement Agreement and nine (9) parcels of real estate were added to the Quit Claim Deed recorded in the Register's Office without the knowledge or consent of Petitioner or his attorney, and contrary to the Settlement Agreement, it is proper that this Court issue its Order declaring void the Quit Claim Deed recorded by Joseph Goodwater. Courts have the inherent power to do all things reasonably necessary to ensure that just results are reached to the fullest extent possible. Buckley v. Shealy, 635 S.E.2d 76 (2006); and

9. Petitioner, Waverly Pinckney, as Personal Representative of the Estate of Virginia G. Pinckney, was compelled to initiate this action to enforce the terms of the Settlement Agreement and to declare void the Quit Claim Deed improperly recorded by Joseph Goodwater. As such, Petitioner is entitled to collect reasonable attorney fees and costs from Respondents. Petitioner's counsel has submitted an Affidavit verifying that he had expended 6.0 hours representing Petitioner since Judge Curry's Order and has incurred expenses of \$325.00 for a Court Reporter for the April 27, 2022 Hearing. Petitioner's counsel has been licensed for more than thirty-five (35) years, his hourly rate (\$225.00) is consistent with the rate charged in the community for similar services, and he has



achieved beneficial results on behalf of his client. It is proper that Respondents be required to pay Petitioner's attorney fees totaling \$1,350.00 and reimburse Petitioner for Court Reporting costs in the amount of \$325.00. Based on the foregoing, it is now

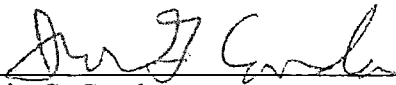
**ORDERED, ADJUDGED AND DECREED** that the Quit Claim Deed from the Estate of Virginia G. Pinckney to Joseph Goodwater and Isaac Goodwater dated February 5, 2016, and recorded in the Register's Office for Charleston County on December 30, 2016, in Book 0607, at Page 115 shall be, and is hereby, declared void and of no effect; it is further

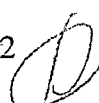
**ORDERED, ADJUDGED AND DECREED** that a certified copy of this Order shall be promptly recorded in the Register's Office for Charleston County and duly indexed so as to reflect that the above Quit Claim Deed is void and of no effect; it is further

**ORDERED, ADJUDGED AND DECREED** that Joseph Goodwater and Isaac Goodwater shall pay Attorney John J. Dodds, III attorney fees in the amount of \$1,350.00 and costs of \$325.00 within thirty (30) days from the date of this Order; it is further

**ORDERED, ADJUDGED AND DECREED** that this matter shall be subject to such further Orders of this Court as may become necessary.

**AND IT IS SO ORDERED.**

  
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Irvin G. Condon  
Judge of Probate

This 14<sup>th</sup> day of June, 2022   
Charleston, South Carolina

