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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
Master-In-Equity

The Honorable Marvin H. Dukes, III, Master-In-Equity
Beaufort County
Trial Court Case No. 2020-CP-07-2301

APPELLATE CASE NO. 2022-000277

Georgia Harrison, Barbara Harrison, Joyce Ellen Harrison, William S. Harrison III, Stanley Roberts, and Diana Mendheim, individually and as agent and attorney in fact,

Respondents,

vs.

Stephanie Lorraine Kirkland, Gary Lamont Kirkland, Keita Nicole White, and Cheryl Kirkland,

Appellants.

INITIAL BRIEF OF RESPONDENTS

---

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ATTORNEYS FOR RESPONDENTS

Bluffton, South Carolina
November 16, 2022

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

RULES

STATEMENT OF ISSUES ON APPEAL

Pursuant to S.C.A.C.R. 208(b)(2), the Respondents accept the Statement of Issues On Appeal as is set forth in the second Initial Brief of the Appellants filed October 17, 2022 at 5:19 p.m., as those issues that the Appellants challenge.

STATEMENT OF THE CASE

This is an action to quiet title filed under S.C. Code Annot. Section 15-67-10 *et seq.* and to Partition the land by sale, pursuant to S.C. Code Annot. Section 15-61-10 *et seq.* The Summons and Complaint were filed on November 24, 2020, (Record on Appeal P. _____) and the Complaint advised the Court and the Defendants in November of 2020, of a pending contract that had been entered into by the Plaintiffs to sell the property to Rotunda Land & Development Group, LLC, for $9,100,000.00, which the Plaintiffs believed was a fair and equitable price for the property. (Record on Appeal P. ____.) The Rotunda contract has since been amended to a sales price of $9,750,000.

The parcel at issue is a tract of approximately 26.462 acres located on the north end of Hilton Head Island, which has been through two previous quiet title actions. Pursuant to S.C.R.Civ.P. 71(e), because this action includes a partition action, this Court is empowered to determine the title and interests in the real property of the several parties to this action.

In response to the Complaint, the Defendants Stephanie Lorraine Kirkland, Gary Lamont Kirkland, Keita Nicole White and Cheryl Kirkland, filed an Answer on January 7, 2021 in which they raised several defenses, but none of the four Defendants raised the defense of either insufficiency of process nor insufficiency of service of process. (Record on Appeal, P. ____.)

Hence, pursuant to S.C.R.Civ.P. Rule 12(h), those defenses have been waived by these named Defendants.

On February 28, 2021, an appraisal of the property (plus a 1.050-acre tract and a 2.568-acre tract owned by separate parties), was commissioned by the Defendants and their attorney, and the appraised value was set at $11,090,000. However, when the two tracts owned by others are removed from consideration, the appraised value is most probably around $10,100,000. A copy of that appraisal is included in the Record on Appeal at P. _____. The case was then referred to the Master in Equity on April 21, 2021. (Record on Appeal P. _____.)

On May 21, 2021, following a video status conference with the Court, the Plaintiffs and the Defendants presented a joint Consent Order to the Court resolving the quiet title portion of the case and through a written agreement between all parties that the tract of land was owned in indivision by the Plaintiffs, the represented Co-Owners and the Defendants, and that Consent Order provided a detailed Exhibit A setting forth the mutually-agreed upon undivided interest percentages of each party. Judge Dukes signed and filed the Consent Order on May 21, 2021. (Record on Appeal P. ____.)

Over the course of the next four months, the Plaintiffs continued to attempt to move the case forward, and on October 20, 2021, following another status conference, the Court filed its Order realigning certain parties at the Defendants' counsel's request (with consent of the Plaintiffs), and allocating to the Defendants the "right to buy" interests of the co-tenant Plaintiffs pursuant to S.C. Code Annot. Section 15-61-370(D)(2), based upon their respective existing fractional ownership of the entire parcel. (Record on Appeal P. ____.) As the Court will note from the detailed Order of October 20, 2021, the petitioning Plaintiffs/Respondents own an

undivided 98.828122 percent interest in the property and the Defendants/Appellants own in aggregate an undivided 1.171878 percent interest in the property.

By that October 20, 2021 Order, the Defendants were given until 5 p.m. December 22, 2021 to pay in their apportioned prices to the Court to buy out the Plaintiffs' interests under the Pinckney Act. Not a single Defendant tendered their apportioned price into Court by 5 p.m. on December 22, 2021, but their counsel did file a Motion For Relief of Judgment and For Extension of Time to Tender Price Under Right of First Refusal and Motion for Realignment of Parties at 7:54 p.m. that evening.

Another status conference and motion hearing was then held on January 6, 2022, which resulted in Judge Dukes' Order of January 20, 2022, which denied the Defendants' December 22, 2021 motions and further held that to the extent any of the three Motions then pending (*i.e.*, the Defendants' Motion For Relief of Judgment and For Extension of Time to Tender Purchase Price Under Right of First Refusal and Motion for Realignment of Parties; the Defendants' Supplemental Motion for Relief of Judgment and For Extension of Time to Tender Purchase Prices Under Right of First Refusal filed January 5, 2022; and the Defendants' Amended Supplemental Motion for Relief of Judgment and For Extension of Time to Tender Purchase Price Under Right of First Refusal filed later in the day on January 5, 2022) "are construed to seek relief or remedy from this Court in addition to reconsideration or amendment of my October 20, 2021 Order, I also respectfully deny those motions." *See* January 20, 2022 Order, page 2 at Record on Appeal, P. ____. The Defendants then filed a Motion for Reconsideration on January 31, 2022, which was denied on March 7, 2022.

On March 9, 2022, the Defendants filed a Notice of Appeal to this Court. Numerous other motions and filings have been made in this Court by the Appellants since March 9, 2022, but none are directly relevant to the issues being briefed herein

STANDARD OF REVIEW

The standard of review is that of interpreting a statute (herein the Clementa C. Pinckney Uniform Partition of Heirs' Property Act) and thus is at law. "Statutory interpretation is a question of law...." Barton v. S.C. Dep't of Prob. Parole & Pardon Servs., 404 S.C. 395, 413, 745 S.E.2d 110, 120 (2013). Additionally, "[t]he determination of legislative intent is a matter of law." Wehle v. S.C. Ret. Sys., 363 S.C. 394, 402, 611 S.E.2d 240, 244 (2005). "This [c]ourt reviews all questions of law de novo." Lollis v. Dutton, 421 S.C. 467, 477, 807 S.E.2d 723, 728. "In an action at law tried without a jury, an appellate court's scope of review extends merely to the correction of errors of law." Temple v. Tee-Fab, Inc., 381 S.C. 597, 599-600, 675 S.E.2d 414, 415 (2009). "The [c]ourt will not disturb the trial court findings unless they are found to be without evidence that reasonably supports those findings." Id. at 600, 675 S.E.2d at 415. Because the resolution of this matter turns on the interpretation of the Clementa C. Pinckney Act Uniform Partition of Heirs' Property Act (S.C. Code Annot. Section 15-61-310 *et. seq.*), the appropriate standard of review for this case is that for the interpretation of a statute, which is an action at law.

ARGUMENT

Appellants' First Designated Issue On Appeal

"Was the Order filed October 20, 2021 issued by this Court a final order to the effect that the Court lacked subject matter jurisdiction to address a Motion for Reconsideration filed more than ten (10) days afterwards.?"

Although the Appellants describe their first Issue on Appeal as above, their argument asserts "The October 20 2021 Order is void or voidable...." See Initial Brief of Appellants dated October 17, 2022, unnumbered page 5. The October 20, 2021 Order is neither void nor voidable.

The October 20, 2021 Order (Record on Appeal P. _____) was entered by Judge Dukes in reply to the Appellants' September 27, 2021 "Notice Of Exercise Of Right Of First Refusal." (Record on Appeal P. ____). By that "notice," the Appellants advised the Court of "their interest in purchasing the property for its fair market value of Nine Million One Hundred Thousand ($9,100,000) Dollars as the established fair market value set forth in the Order of this Court dated September 15, 2021 in the herein action and as provided by Section 15-61-370, Section 15-61-25 (A) and Section 15-61-360 Code of Laws of South Carolina." (Record on Appeal P. ____.)

The Respondents reply as follows to the specific portions of Argument 1:

A. Whether or not the October 20, 2021 Order was a "Consent Order" does not determine in any way whether or not it is "void or voidable." (Appellants Initial Brief unnumbered page 5.)

B. An Order does not have to be a result of a Motion in order to be valid. This Court may take judicial notice of that fact. Judge Dukes' October 20, 2021 Order was entered pursuant to S.C. Code Annot. Section 15-61-370 (D)(2), and the Appellants' "Notice of Exercise of Right of First Refusal" to allocate the right to buy the interests of the co-tenants who initiated the case. (Record on Appeal, P.____).

C. The Respondents acknowledge that the October 20, 2021 Order contains a provision (included at the Appellants' request) appointing a Guardian ad Litem to protect the interests of any infants, insane or incompetent persons, persons in the military, and any other persons who may claim a right, title, interest in or lien on the parcel of land, and provided for the publication of

notice of the pendency of the action in a newspaper of general circulation. However, neither of those provisions in any way makes the Order "void or voidable."

D. There is nothing in S.C. Code Annot. Section 15-61-330 that requires an "evidentiary hearing" as "the prerequisite before a final order can be rendered" as asserted in the Appellants' Initial Brief at unnumbered page 6, and nothing therein in any way renders the October 20, 2021 Order "void or voidable." However, the Order is a clear reflection that Judge Dukes recognized the property as "heirs' property" in that he embraced the requirements of Section 15-61-370(D)(2) and allocated each of the requesting Defendants/Appellants the right to purchase the interests of the cotenants based upon their fractional ownership. Record on Appeal, p. ____.)

E. Whether or not the October 20, 2021 Order is a "final order or judgment" does not impact whether the Order is void or voidable. It would only impact whether the October 20, 2021 Order was appealable. As the Appellants note in their Initial Brief, an appeal ordinarily may be pursued only after a party has obtained a final judgment. See Watson v. Underwood, 307 S.C. 443, 756 S.E.2d 155 (S.C. App. 2014). However, under S.C. Code Section 14-3-330, an order is immediately appealable when it determines some substantial matter forming the whole or part of some cause of action or defense. Watson, *id.*, *citing* Ex parte Capital U-Drive-It, Inc. , 269 S.C. 1, 630 S.E.2d 464, 467 (2006).

Judge Dukes' Order of October 20, 2021, pursuant to S.C. Code Annot. Section 15-61-370 (E), set the date of December 22, 2021 as the deadline for the Appellants to pay their apportioned prices into the Clerk of Court to purchase the cotenants' ownership interests as is provided by the Clementa C. Pinckney Uniform Partition of Heirs' Property Act, codified at S.C. Code Annot. Section 15-61-310 *et. seq.* The Order further provided that "if the Defendants fail to timely pay

their apportioned prices into the Court, then the property that is the subject of this action shall be partitioned by sale at a purchase price of not less than $9,100,000, and that the Plaintiffs shall be authorized to enter into, or ratify, a contract of sale for not less than that price." Those provisions affected a substantial right by, in essence, setting forth that if the Appellants failed to exercise their Pinckney Act rights by purchasing the cotenants' ownership interests, then the property was partitioned by sale and the petitioning cotenants (now Respondents) were authorized without further Court input, to enter into or ratify a contract for sale. (Record on Appeal, p. ____.) Thus, the October 20, 2021 Order was immediately appealable, but Appellants failed to seek that relief in a timely manner. (Nor did they file a Motion To Alter or Amend pursuant to S.C.R.Civ.P. 59(e).)

In further response to the Appellants' argument in Subparagraph 1 (E), the Respondents show this Court that the title to the property has been quieted by Consent Order of May 21, 2021, in which Judge Dukes ruled "[t]hat the tract of real property described in metes and bounds in paragraph 6 of the original Complaint dated November 24, 2020, is owned in indivision by the Plaintiffs, the represented Co-Owners and the Defendants, and that their respective undivided interests in the real property are as set forth in Exhibit A attached hereto." (See Record on Appeal p. ____.) The Appellants' counsel signed off on that Order, no Motion to Alter or Amend was timely filed, and no Notice of Appeal as to that Order (which ended the quiet title portion of the case) was timely filed.

As to Appellants' Subparagraph 1 (F), whether Judge Dukes attached a Form 4 does not relate in any way as to whether the October 20, 2021 was "void or voidable." The Respondents do not contend that the October 20, 2021 Order was intended by the Court as the "Final" Order in the case; indeed, by its express terms, it was not intended as the final order of the Court. But it

was a final order as to the substantive rights of the Appellants to purchase all of the petitioning cotenants' ownership under the Pinckney Act, and the Appellants made an intentional decision not to purchase those ownership rights within the statutory time frame set by the court, and thereby waived their rights to contest this Court's partition of the land by sale.

As to Appellants' Subparagraph 1 (G), urging that "Defendant's Motion should all [sic] be considered by this court under the purview of Rule 60(b)(1)(2) and the axiom of Equity that 'when matters of the conscience are decided in providentially [sic] equity stands ready to rectify'," the Respondents reply that there is no motion currently pending before this Court (nor the trial court) asserting a "clerical mistake" nor other claim that any of Judge Dukes' Orders attached to the Notice of Appeal were the result of mistakes, inadvertence, excusable neglect, fraud or other misconduct of an adverse party. Thus, this portion of the Appellants' initial brief should not be considered further in this appeal.

Appellants' Second Designated Issue On Appeal

"In an action to quiet title is there any statutorily [sic] provisions that grants to a Master in Equity the authority to convey property that is the subject matter of the action and if it were done would that be voidable transfer for lack of jurisdictional Authority?"

Although the Appellants described their second issue as above, their argument asserts "The Defendants' second objection is to that section or portion of the proposed order that would require the Defendants, who have exercised their Right of First Refusal, to tender Six Million dollars of the purchase price of 9.1 million Dollars within a 60 days period of time. This required performance is premature, untenable, unreasonable, inequitable and judicially prejudicial; (an abuse of discretion) especially in an arm length transaction with a regulated commercial institution

where "Heirs' Title and not the Fee Simple Absolute (marketable) title, as collateral for the loan, cannot, as yet, be tendered." See Appellants' Initial Brief at unnumbered pages 10-11. The Appellants then later go on to frame "Argument 2" as an attack on the trial court's anticipated future issuance of a Master's Deed under myriad theories.[1] (Appellants' Initial Brief, unnumbered page 12.) There having been no Master's Deed issued at the time of the filing of the Appellants' Notice of Appeal, and still no Master's Deed issued as of today, this entire argument is moot.

The Appellants then assert ("FIRST") that "The Court objected to a Master's Deed for the proposed sale of the property when the Defendants were attempting to exercise their Right of First Refusal." See Appellants' Initial Brief at unnumbered page 12 This is simply false. It never happened. What did happen is that when the Appellants' counsel argued that Judge Dukes was being "inequitable," the Court advised: "Mr. Houston, you had the option to be in first position. You waived that option when you missed the deadline. So now you're in second position, if you want to be....[T]he dates were in the October order, which was unappealed and no one asked to reconsider, and was reviewed by you and your client, so we're stuck with that. And the opportunity to be in first position was waived by failure to post the appropriate amount of money at the appropriate time." (Record on Appeal, Transcript of January 6, 2022 hearing, pp.36-37.)

For their "SECOND" argument (Appellants' Initial Brief unnumbered page 13), the Appellants assert that "Without an order decreeing the fee simple title on the property the only title the court could convey would be a quit-claim deed that would not be commercially acceptable" and cite (for the first time in this case), the "American Land Title Associations (ATLA) in their industry regulations." (Appellant's Initial Brief at unnumbered page 13.) Judge Dukes did address

[1] On November 7, 2022, Judge Dukes signed and filed an Order in which he advised he would issue a Master's Deed to enable the Respondents to close the transaction with Rotunda. (Record on Appeal p. _____.)

the argument about the necessity for a fee simple title, stating, "I mean, the fact is, property changes hands with special warranty deeds, quick [sic] claim deeds, masters deeds, you know, everyday. You know, every transaction is not going to be a fee simple title, that would shut real estate down, at least in South Carolina." (Record on Appeal, Transcript of Hearing of February 11, 2022, p. 44.) Because the ATLA industry regulations were not proffered at the trial court, they may not be properly considered in this appeal. Wilder Corp. v. Wilke, 330 S.C. 71, 497 S.E.2d 731(1998).

And, dispositive of this argument is the fact that there is no requirement under the Pinckney Act for any particular type of deed to transfer to the cotenants seeking to buy out their cotenants' ownership interests in order to hold on to the property. Those cotenants are simply buying out the ownership rights of the cotenants, whatever those rights may be. The Pinckney Act does not entitle some cotenants to require a certain type of deed with a certain warranty of title (such as by General Warranty Deed); it merely guarantees them the right to buy out their cotenants' interests in order to preserve the land under the purchasing parties' ownership. These Appellants were given that right and choose to forfeit it.

For their THIRD argument, the Appellants assert that because the Plaintiff/Respondents allegedly failed to file a Lis Pendens in this case, "that would constitute both a procedural and jurisdictional defect." Appellants' Initial Brief at unnumbered page 14. This argument having not been raised at the trial court, it may not be properly considered on appeal. "It is axiomatic that an issue cannot be raised for the first time on appeal." Wilder Corp. v. Wilke, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). And, even if this Court were to consider the argument, a plain reading of S.C.R.Civ.P 71 cited by the Appellants shows that the Lis Pendens requirement applies only to actions to foreclose liens. See Rule 71 (a).

For their FOURTH argument, the Appellants assert that because there are allegedly four (4) non-probated estates of deceased persons possessing an undivided interest in the property, this allegedly "constitutes a personal jurisdictional defect in this proceeding." (Appellants' Initial Brief, unnumbered page 15.) At the time of the filing of this appeal, Judge Dukes had not entered any Order (including the ones currently under appeal) regarding how the proceeds from the sale of the property for these allegedly un-probated estates would be handled, but by his Order dated November 7, 2022, as referred to in footnote 1 above, Judge Dukes set forth a requirement that the proceeds due any deceased individual owner without a probated Estate, will be deposited with the Clerk of Court "and this case shall remain open for one year from the date of closing to allow the petition by the Personal Representative of any estate of those deceased owners for recovery of their specific proceeds upon presentation of evidence to this Court affirming such ownership right." Record on Appeal, p. _____.)

For their FIFTH argument, the Appellants assert Judge Dukes failed to hold an evidentiary hearing as is allegedly required in partition actions under S.C.R.Civ.P. 71 (e), thus creating what the Appellants term a "jurisdictional defect." Appellants Initial Brief at unnumbered page 15. However, the requirement under Rule 71(e) is specifically premised upon a situation "when title to real property is at issue." Here, per the specific holding of Judge Dukes' Consent Order of May 21, 2021, there is no issue as to the title of the property: "[T]he tract of real property described in metes and bounds in paragraph 6 of the original Complaint dated November 24, 2020, is owned in indivision by the Plaintiffs, the represented Co-owners and the Defendants, and that their respective undivided interests in the real property are as set forth in Exhibit A attached hereto." (Record on Appeal at p. ____.) Additionally, there has been no assertion by either the Appellants,

or their counsel, or any third parties, that any other individual or entity owns any title interest other than those specifically named individuals in the Order of May 21, 2021.

Finally, as to their Second Designated Issue on Appeal, the Appellants assert that it would be "an injustice perpetrated upon our citizenry for the Court to convey the property by Master's Deed as many would misconstrue a Master's deed equivalent to a warrant deed that conveys marketable title." (Appellants' Initial Brief, unnumbered page 16.) Again, as is discussed repeatedly above, none of the Orders appended to the Notice of Appeal herein, purport to convey any of the property interest by Master's Deed, and at the time of filing of this appeal, no such Order had been entered.[2] This issue was not raised at the trial court and thus is not appropriate for consideration at this appellate court. Wilder Corp. v. Wilke, *id.* Further, the specific provisions of the Pinckney Act at Section 15-61-380 empower the Court to "order a partition by sale" which by necessity requires a Court to exercise the power of issuing a deed as part of the Order of Sale. The intent of the Act cannot be effectuated otherwise.

Appellants' Third Designated Issue On Appeal

"Was the court was [sic] in error and abused its discretion as a matter of law, when setting the conditions for the defendants to exercise their 'Right of First Refusal' as provided under section 15-61-35 of the Clementa C. Pinckney Act by requiring Defendants to deposit with the clerk of court the sum of Six Million Dollars, within 60 days next to the order dated October 21, 201 into an non-interest bearing account under the conditions where no provision was made in the order as to when they would receive a deed, and if so; would it be a warranty deed and what entity or

[2] No such Master's Deed has been issued as of the date of this brief. But see Footnote 1.

person(s) would make the conveyance and would the deposit be refundable and/or applied to the purchase price."

Finally, the Appellants posit a third argument that "The court was in error and abused its discretion when setting the unconscionable conditions for the defendants to exercise their right of first refusal as provided under section) [sic] of the Clementa C. Pinckney Act by depositing with the clerk of court the sum of Six Million Dollars within 60 days next to the filing of its order dated October 21, 2021 with the Clerk of Court in a non-interest bearing account under the conditions where no provision was made in the order as to when they would receive a deed, and if so; would it be a warranty deed and what entity or person(s) would make the conveyance and would the deposit be refundable." (Appellants' Initial Brief at unnumbered pages 16-17.)

The Appellants attempt to buttress this argument with citation to contract cases wherein one party to the contract was allegedly treated unfairly or oppressively. See, *e.g.*, Holler v. Holler, 364 S.C. 256, 612 S.E. 2d 469 (Ct. App. 2005) and Smith v. D.R. Horton, 403 S.C. 10, 742 S.E.2d 37 (Ct. App. 2013), as cited at unnumbered page 17 of the Appellants' Initial Brief.

Appellants' allegations of unfair or oppressive actions are misplaced. The Pinckney Act itself sets forth the guidelines for our Judges to follow in implementing the Legislative intent. Section 15-61-370 specifically provided Judge Dukes with the formula found in his Order of October 20, 2021 stating: "The purchase price for each of the interests of a cotenant that requested partition by sale is the value of the entire parcel determined pursuant to Section 15-61-360 multiplied by the cotenant's fractional ownership of the entire parcel." This computation is set forth on pages 3 and 4 of the October 20, 2021 Order for the Appellants, and is neither unfair nor oppressive. It is simply a legally prescribed mathematical computation required under the

Pinckney Act, and actually called for the electing cotenants, *i.e.*, the Appellants, to pay $8,993,359.10, and not the alleged sum of "Six Million Dollars." Compare Appellants' Initial Brief at unnumbered pages 16-17 to the Order of October 20, 2021, pages 3-4, Record on Appeal, pp.___.) Likewise, the Pinckney Act sets forth the minimum time of at least 60 days for the electing cotenants to pay their apportioned price into court. In this case, the electing cotenants were given 63 days from the Order dated October 20, 2021.

Unlike the cases cited by the Appellants, one holding that a Ukrainian bride who did not speak English signed her pre-nuptial agreement under duress (Holler) and the other describing "unconscionability" as the absence of meaningful choice on the part of one party due to one-sided contract provisions (Smith), this case involves no over-reaching, no unconscionability, no oppression, and no unfairness. Judge Dukes, in the face of unrelenting attempts to block progress on the case over two years, simply applied the law of South Carolina in an effort to allow the Appellants to "buy-out" the interests of the majority land owners as the Pinckney Act provides. But there was never any semblance of good-faith on the behalf of the Appellants. The closest any individual supposedly representing the Appellants ever came to a meaningful offer to purchase the ownership interests of the Respondents was on January 6, 2022 (fifteen days after the Appellants' Pinckney Act deadline), when during a hearing, Savannah-based attorney Robert B. Brannen, Jr., advised Judge Dukes that he was representing Singerman Real Estate "who is the financial partner that the heirs are bringing in, and my client is the one that's putting up the $900,000....We offered to do that with 45 days, we can put up the $900,000 immediately. But the other funding remains to be determined." (Record on Appeal at pp.____). Nothing further ever happened with the so-called Singerman offer.

In sum, the Appellants never made a good-faith offer to comply with the Pinckney Act to purchase the Respondents' ownership interests, with the closest "offer" being a 15-day late unsworn assertion that a third party could put up $900,000 (leaving a shortage of $8,093,359.10) within 45 days. That, in the Respondents' opinion, is unconscionable.

CONCLUSION

For the reasons set forth above, this Court should deny the appeal.

Respectfully Submitted,

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Respondents,

vs.

Stephanie Lorraine Kirkland, Gary Lamont Kirkland, Keita Nicole White, and Cheryl Kirkland,

Appellants.

PROOF OF SERVICE

I hereby certify that this law firm represents the Respondents in the above-captioned matter and that on the date below, in Bluffton, South Carolina, I served copies of the below listed documents on the Clerk of Court of the South Carolina Court of Appeals by delivering same to the United States Postal Service, postage prepaid, addressed as follows: Hon. Claire Allen, Clerk of Court, The South Carolina Court of Appeals, 1220 Senate Street, Columbia, SC, 29201:

Documents Served: Initial Brief Of Respondents and Designation of Matter

Parties Served:

In addition on the same date, a copy of the Initial Brief of the Respondents, the Designation of Matter and this Proof of Service, was served upon Charles Houston as the ATTORNEY FOR THE APPELLANTS, STEPHANIE LORRAINE KIRKLAND, GARY LAMONT KIRKLAND, KEITA NICOLE WHITE, AND CHERYL KIRKLAND, by e-mail to his AIS e-mail designation, and by US Mail addressed as follows:

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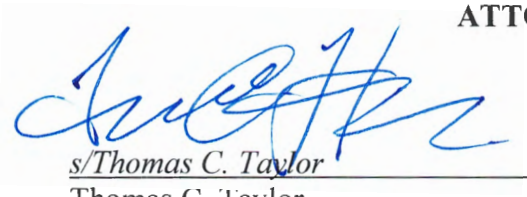

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November 16, 2022

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1220 Senate Street
Columbia, SC 29201

Re: Georgia Harrison, et al. vs. Stephanie Lorraine Kirkland, et al.; Appellate Case Number: 2022-000277; Filing of Respondents' Initial Brief, Designation of Matter and Proof of Service

Dear Ms. Singleton,

As your file indicates, Chet Williams and I represent the Respondents in this appeal. It is my pleasure to attach to the e-mail version of this letter, and enclose with the hard copy, the following:

a. Respondents' Initial Brief;

b. Respondents' Designation of Matter; and,

c. Proof of Service of same upon Appellants.

Please file these documents and return me electronically "stamped" copies. Thank you very much.

Cordially yours,
LAW OFFICE OF THOMAS C. TAYLOR, LLC

Thomas C. Taylor

TCT/dpt
cc: Chester C. Williams, Esq., via email transmittal
Andre J. White, via email transmittal
Charles E. Houston, Esq., via email transmittal
Terry A. Finger, Esq., via email transmittal