

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2021-CP-40-02672

**RECEIVED**

**Jan 12 2024**

**SC Court of Appeals**

Roy Williams, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Jamma L. W. Bradford, )  
 )  
Defendant. )  
\_\_\_\_\_ )

**ORDER TO PARTITION  
REAL ESTATE**

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, this case was referred to the undersigned by Order of Reference to make appropriate findings of fact and conclusions of law, with authority to enter a final judgment in the case. Any appeal from this final judgment shall be to the South Carolina Court of Appeals.

Pursuant to the Order of Reference, a trial was held on July 17, 2023. The trial was attended by the Plaintiff and his counsel, Leonard R. Jordan, Jr., and by the Defendant, pro se. Evidence, testimony and arguments were offered and received; and after considering same, I find and conclude as follows:

**FINDINGS OF FACT**

1. This is an action to partition real estate, which is located in Richland County and which is specifically described in the Lis Pendens and in the Complaint filed herein on June 2, 2021.

2. The real estate, which is the subject of this action, is described as follows (the "Property"):

All that piece, parcel or lot of land, situate, lying and being on the Southeastern side of Griffins Creek Road, being a portion of that property set out in that plat prepared for Jamma L. Williams and Emma

Young by Darryl V. Cribb, R.L.S., recorded November 9, 2015, in Book 2069 at page 2932. Said Parcel being described as Tract B being 5.64 acres, reference being made to said plat for an accurate depiction of the property being conveyed herein, all measurements being more or less.

TMS No.: 36400-04-03

3. The Defendant served an Answer and a Counterclaim; and the Plaintiff served a Reply to the Counterclaim.

4. Reference is made to the Complaint herein for a thorough recitation of the estates and the various deeds exchanged by family-members whereby undivided interests in the 52-acre tract (from which the Property derived) were exchanged.

5. The parties agree that the Property was a portion of a tract of “fifty-two (52) acres, more or less,” owned by Lily Williams, a/k/a Lillie L. Williams, their adoptive mother, who died intestate on October 5, 1981.

6. There is no dispute that each party inherited an undivided one-ninth interest in said tract from the Estate of Lillie L. Williams, which is filed in the Office of the Probate Judge for Richland County in Box 1207, Package 37,462.

7. There is also no dispute that the Defendant subsequently received the one-third interest in said tract formerly owned by Frank Williams along with the one-ninth interest in said tract formerly owned by Lillie Mae Jones, thereby increasing the Defendant’s share to five-ninths.

8. There is also no dispute that the Plaintiff received the two-ninths interest in said tract formerly owned by Isaac Williams, Sr. and Charles E. Williams, thereby increasing the Plaintiff’s share to one-third.

9. Importantly, the 52-acre tract is bisected by Griffins Creek Road. The larger part of the tract lies on the north side of said Road, and the smaller part, including the Property, lies on

the south side of said Road.

10. The following deeds are the title transfers in dispute:

a. By deed dated June 27, 1995, and recorded in the Office of the Register of Deeds for Richland County in Deed Book D-1264 at page 921, the Plaintiff deeded to Emma Lou Young his one-third interest in certain property “now containing approximately 42.92 acres,” otherwise clearly being a portion of the said 52-acre tract, as the *almost* identical legal description was used in previous deeds in the title chain to describe the property being conveyed.

b. By deed dated March 16, 2016, and recorded in the Office of the Register of Deeds for Richland County in Book 2114 at page 3043, the said Emma Lou Young deeded to the Defendant her interest in the Property (Tract B being 5.64 acres).

11. Relying on these two deeds, the Defendant claims to own the entirety of the Property, asserting that the said 1995 deed from the Plaintiff conveyed the entirety of the Plaintiff’s undivided interest in the 52-acre tract (which he inherited from Lillie L. Williams) to Emma Lou Young, who then had a four-ninths interest in said tract, including the Property, which she subsequently deeded to the Defendant by the said 2016 Deed.

12. The Plaintiff denied the Defendant’s assertion, testifying that, by his 1995 deed to Emma Lou Young, he only conveyed his undivided interest in a portion of the 52-acre tract, it being his intention to make a gift to Emma Lou Young of that portion of said tract lying on the north side of Griffins Creek Road, whereon the residence of Emma Lou Young was located.

13. The Plaintiff explained that it was his intention to retain his undivided interest in the portion of said tract lying on the south side of Griffins Creek Road, as he operated an ongoing used car business on the south side of Griffins Creek Road, and that he did not intend, by this gift

to Emma Lou Young, to adversely affect the operation of such business.

14. The Plaintiff offered in evidence several deeds indicating that he owns (outright) three (3) lots adjacent to the Property on the south side of Griffins Creek Road, to wit: TMS 36400-05-01, 03 and 04, two of which he has owned since before 1995; and both parties discussed at length the Plaintiff's used car business, which has been conducted by him on the south side of Griffins Creek Road for decades.

15. The Plaintiff further testified that he discussed his intentions to make a gift of certain real estate to Emma Lou Young with Shell Suber, Esquire,<sup>1</sup> and that he relied upon Mr. Suber to prepare the deed to Emma Lou Young conveying only a portion of said tract and reserving his ownership interest in the portion of the 52-acre tract lying on the south side of Griffins Creek Road (i.e. the Property).

16. The Plaintiff further explained that he was unaware of how Mr. Suber determined the acreage conveyed (cited in the deed as 42.92 acres) and that he assumed that the deed carried-out his intention to convey only the portion of the 52-acre tract on the north side of Griffins Creek Road.

17. With said deed to Emma Lou Young involving only the portion of the 52-acre tract on the north side of Griffin Creek Road, the interest in the Property which Emma Lou Young conveyed to the Defendant in 2016 was only the one-ninth interest, which she inherited from Lillie L. Williams.

18. The Defendant disputes the Plaintiff's claims, pointing out that there was no plat subdividing the 52-acre tract until around 2015, which plat was referred to in the 2016 deed from Emma Lou Young to the Defendant.

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<sup>1</sup> Mr. Suber died earlier this year.

19. Notwithstanding that there was no plat in 1995 to assist in describing the real estate gifted by the Plaintiff to Emma Lou Young, the Plaintiff's explanation of his other ownership interests and his expressed intention to avoid adversely affecting his on-going business, which he was then actively conducting on the south side of Griffins Creek Road and which he conducted long before and long after the said gift to Emma Lou Young, is quite compelling.

20. The fact is that the acreage (42.92) cited in the disputed deed is significantly less than the gross acreage (52) owned by the Plaintiff and is also significantly less than the Assessor's estimate of the net acreage of the tract (less the aforesaid three lots and the road right-of-way) (48.76). The acreage cited in the deed must logically be taken as reflecting an intention by the Plaintiff-grantor to convey only a portion of, actually much less acreage than, the tract then owned by the Plaintiff. Interestingly, the difference between the Assessor's estimate (48.76 acres) and the said cited acreage (42.92) is 5.84 acres, which is quite close to the acreage of the Property (5.64 acres).

21. The Plaintiff has requested an in-kind partition of the Property.

22. The Plaintiff, in his Complaint, also requested "an award of reasonable attorney's fees and the costs and disbursements of this action, which should be an obligation of both parties in accordance with their respective fractional interests in the said property;" and he has submitted in evidence an Affidavit in Support of Attorney's Fees and Costs. Said Affidavit, which provided detailed services and costs through July 16, 2023 (the day prior to the trial), totaling \$16,135.94.<sup>2</sup>

23. By her Counterclaim, the Defendant has requested "the harassment stopped as well a (sic) full restitution and a punitive award at the court's discretion." The Counterclaim did not

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<sup>2</sup> By a Memorandum on Attorney's Fees, filed by the Plaintiff as requested by the court, the attorney's fees and costs through the trial and the post-trial services requested by the court were projected to exceed \$18,750.00.

elaborate on the facts or background related to such claims.

### CONCLUSIONS OF LAW

Based on the record herein, I conclude as follows:

1. This court has jurisdiction over the parties and the subject matter of this action pursuant to S.C. Code Ann. §§15-61-10, et seq.

2. The Plaintiff has proven by a preponderance of the evidence that he owns an undivided one-third interest in the Property, with the Defendant owning the remaining undivided two-thirds interest therein.

3. The Defendant has failed to prove by a preponderance of the evidence that her position should be sustained and, therefore, the Counterclaim of the Defendant is denied.

4. As partition in-kind is favored when it can be fairly made without injury to the parties, and as the Plaintiff has requested an in-kind partition of the Property to reflect the aforesaid undivided interests, the Property should be partitioned in-kind.

5. Under S.C. Code Ann. §15-61-110, a court may fix the attorney's fees in all partition proceedings; and it may, as equitable, assess such fees against any or all of the parties in interest.

6. Based upon the respective positions of the parties, the partition of the Property could not have been accomplished without bringing this action; and both parties will benefit from the actual partition of the Property.

7. The record before the court supports the attorney's fees and costs submitted by the Plaintiff (\$16,135.94). The court is cognizant of the fact that the attorney's fees and costs continued to accrue through the trial and the post-trial involvement by the Plaintiff's counsel, as requested by the court; and after considering various factors including the nature, extent and difficulty of the

legal services rendered, the time and labor necessarily devoted to the case, the professional standing of counsel, the fee customarily charged in Richland County for similar services, the beneficial results obtained, and the respective ownership interests of the parties in the Property, the court concludes that the final amount of \$18,750.00, as projected by the Plaintiff, is reasonable.

8. The court concludes that the Defendant should reimburse the Plaintiff for \_\_\_\_\_ of the said attorney's fees and costs or \$\_\_\_\_\_, which amount should be awarded to the Plaintiff.

Based upon the foregoing findings of fact and conclusions of law, it is

**ORDERED, ADJUDGED, AND DECREED** as follows:

1. The court shall retain jurisdiction to do all necessary acts incident to this partition action including any subsequent motion to enforce the terms of this Order and to ensure compliance with the terms of this Order.

2. The court hereby Orders that the Property shall be surveyed and divided (partitioned) into two or more parcels so as to allow the Plaintiff to have approximately one-third of the Property and the Defendant to have approximately two-thirds of the Property.

3. Both parties shall obtain bids from surveyors for the job, and the surveyor with the lowest bid shall be engaged to do the work. The cost of the survey and plat shall be borne by the parties according to their said fractional ownership interests, which they each shall pay to the surveyor in advance.

4. After the plat has been received by both parties, they shall have 10 days to suggest any change to the proposed partition of the Property suggested by the surveyor, and the parties shall have an additional 10 days to negotiate any final changes to the plat.

5. After the plat is agreed upon, the court shall issue deeds conveying unencumbered

title to each party his/her respective allotment of the Property.

6. No party shall have any further right, title or interest in any portion of the Property, except as has been deeded to him/her by the court.

7. The award of attorney's fees and costs as aforesaid, shall be paid by the Defendant to the Plaintiff; and if the Defendant fails to pay this obligation promptly, such award shall, without more, constitute a judgment against the Defendant, which judgment shall be fully enforceable, and shall accrue interest at the judgment rate until paid in full, as a typical money judgment.

**AND IT IS SO ORDERED.**

**FORM 4**

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021-CP-40-02672

**RECEIVED**

**Jan 12 2024**

**SC Court of Appeals**

Roy Williams,

PLAINTIFF

vs.

Jamma L. W. Bradford

DEFENDANTS.

Submitted by:	Attorney for Plaintiff: Leonard R. Jordan, Jr. Jordan Law Firm
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**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other – \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRPC;  Bankruptcy;  Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other – \_\_\_\_\_
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other – \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow);  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional Information for the Clerk : \_\_\_\_\_

**INFORMATION FOR THE PUBLIC INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
Roy Williams	Jamma L. W. Bradford	

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

**E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

\_\_\_\_\_  
Circuit Court Judge

\_\_\_\_\_  
Judge Code

\_\_\_\_\_  
Date

SCRPC Form 4C (2/2017)



Richland Common Pleas

**Case Caption:** Roy Williams vs Jamma L W Bradford

**Case Number:** 2021CP4002672

**Type:** Master/Order/Partition and Form 4

It is so Ordered

s/Joseph M. Strickland, 3055