

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LAURENS)	C.A. No. 2022CP3000208
)	
Wayne J. Rogers,)	
)	
Plaintiffs,)	
)	ORDER
vs.)	
)	
Tomika Craig and Arthur Rogers,)	
)	
Defendants.)	
)	
)	

This matter was initiated by the plaintiff, Wayne J. Rogers (“Plaintiff”) upon the filing of a Summons and Complaint seeking a declaratory judgment setting aside a deed from Plaintiff to his two children, Tomika Craig and Arthur Rogers (“Defendants”) based on allegations that the subject deed was the result of a false and fraudulent forgery of Plaintiff’s signature as grantor. Defendants denied any allegations of forgery and asserted a counterclaim against Plaintiff for breach of the general warranty provided in the deed.

A non-jury trial was conducted by the undersigned in the Court of Common Pleas for Laurens County commencing on October 15, 2024. After careful consideration of the testimony and evidence presented, the arguments of counsel, and the common and statutory law of the State of South Carolina, I find and conclude as follows:

1. The deed in question is from Plaintiff, as grantor, to Defendants, as grantees, and recorded on February 7, 2022 in the Office of the Register of Deeds for Laurens County, South Carolina in Deed Book D 1630 at Page 86 (the “Deed”).

2. The Deed conveyed title to real property located in Laurens County and known as Lot 24, Westcliff Estates, on a plat prepared by Applewhite & Applewhite, recorded in the Office of the Clerk of Court for Laurens County in Plat Book 50 at Page 222 (the "Property"). The Property has a street address of 449 Westcliff Drive, Laurens, South Carolina.

3. Plaintiff called Jonathan Williams and Janice Rogers, who testified that they were present at the home of Plaintiff at 108 Holland Hill Road in Laurens on January 22, 2022, the date of execution shown on the Deed. Jonathan Williams testified that he never left home on that day, that no other person appeared at the home of Plaintiff on that day, and that Plaintiff did not sign the deed on that day. Janice Rogers, the wife of Plaintiff, testified that she did not believe that Plaintiff signed the Deed.

4. Plaintiff also testified and admitted that he suffered from dementia as a result of Alzheimer's Disease and that he also suffered from Parkinson's Disease. The inconsistent responses and demeanor of Plaintiff indicated that his memory was no longer reliable.

5. In contrast, Defendants presented testimony from Gary L. Williams, a long-time, respected attorney in the community of Laurens. Attorney Williams testified that he prepared the Deed, that he traveled to the home of Plaintiff on January 22, 2022, that he explained the Deed to Plaintiff in his living room, and that he recorded the Deed in the Office of the Register of Deeds. He identified Plaintiff in the courtroom and confirmed that Plaintiff signed the Deed in his presence as grantor. Attorney Williams acknowledged receipt of \$265.00 for his legal services related to preparation and execution of the Deed, and Defendants admitted a copy of the paid receipt for such services. In addition, Attorney Williams confirmed that the Deed was a valid deed in compliance with all applicable statutes of the South Carolina Code of Laws and that the Deed was successfully recorded in the Office of the Register of Deeds for Laurens County.

6. Defendant Tomika Craig provided additional testimony explaining that her father, Plaintiff, had contacted her prior to execution of the Deed and explained that he wanted to give the Property to Defendants, his only children. She then asked Attorney Williams to prepare the Deed and to travel to Plaintiff's home for the execution of the Deed because Plaintiff was suffering from Parkinson's Disease. Tomika Craig also presented evidence to the Court that Plaintiff transferred to her title to the mobile home located on the Property.

7. I find that the Deed was duly recorded and valid on its face. "Where a deed is valid and regular on its face, it is presumed to be valid in all respects." Davis v. Monteith, 289 S.C. 176, 182, 345 S.E. 2d 724, 727 (1986), citing Avant v. Johnson, 231 S.C. 119, 97 S.E.2d 396 (1957).

8. Plaintiff has not met its burden to set aside the Deed based on fraud or forgery. Instead, I find that the testimony and evidence at trial demonstrated clear and convincing evidence that Plaintiff signed the Deed. The Court notes that Plaintiff sought to set aside the Deed on the sole basis of a fraudulent forgery of Plaintiff's signature on the Deed, and there was no allegation in the Complaint that Plaintiff lacked mental capacity at the time of execution or that the Deed was the result of undue influence or coercion.

9. Nevertheless, considering all the circumstances related to this familial dispute, the Court declines to award Defendants their costs and attorney's fees for the breach of warranty provided by Plaintiff in the Deed.

Accordingly, it is hereby **ORDERED, ADJUDGED AND DECREED** that the Deed from Wayne J. Rogers to Tomika Craig and Arthur Rogers, recorded in the Office of the Register of Deeds for Laurens County, South Carolina in Deed Book D 1630 at Page 86, is valid.



Larens Common Pleas

Case Caption: Wayne J Rogers VS Tomika Craig , defendant, et al

Case Number: 2022CP3000208

Type: Order/Other

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

Electronically signed on 2024-11-13 10:15:00 page 4 of 4