

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
SANDRA CARPENTER-LINGLE,)
)
Plaintiff,)
)
-VS-)
)
AMI CARPENTER,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 23-CP-08-3110

RECEIVED
Mar 03 2025
SC Court of Appeals

FINAL ORDER

DATE OF HEARING:	OCTOBER 8, 2024
PRESIDING JUDGE:	THE HONORABLE DALE E. VAN SLAMBROOK
PLAINTIFF’S ATTORNEY:	ANDREW SHEPARD, ESQUIRE
DEFENDANT’S ATTORNEY:	MATTHEW C. HALVERSTADT, ESQUIRE
COURT REPORTER:	KYMBERLEE WILLIAMS

THIS MATTER came before this Honorable Court pursuant to the filing and service of the Plaintiff’s Summons and Complaint in Case No.: 23-CP-08-3109, and Case No.: 23-CP-08-3110. The Defendant was timely served, and promptly filed an Answer and Counterclaim in both of the aforementioned actions.

In an effort to promote judicial economy the aforementioned actions were consolidated under Case No.: 23-CP-08-3110 pursuant to the Consent Order, which was electronically filed on May 24, 2024.

Present at the time of the bench trial was the Plaintiff, along with her attorney of record, the Defendant, along with her attorney of record, and one (1) witness whom testified on behalf of the Plaintiff.

Based on the testimony of the parties, and one (1) witness; the exhibits introduced; the Court’s file; and the record had herein, the Court reaches the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The parties hereto and the subject matter herein are within the jurisdiction of this honorable Court.

2. The actions filed herein by Plaintiff were for a request for a mechanic's lien, Case No.: 23-CP-08-3109, and delivery and possession, Case No.: 23-CP-08-3110. As previously stated, for judicial economy purposes, said cases were consolidated under Case No.: 23-CP-08-3110.

3. The Plaintiff herein previously resided at the home located at 1206 Creek Stone Way, Hanahan, South Carolina (hereinafter referred to as "Residence" or "Disputed Property"), which was originally purchased by the Defendant on behalf of her brother, Joseph Carpenter (hereinafter referred to as "Brother"), during the time that he was going through custodial litigation with his first wife. The Plaintiff and Brother, were formerly married to one another, having been divorced by the Berkeley County Family Court in Case No.: 21-DR-08-1954.

4. The Disputed Property, after purchase by Defendant, was later titled in the name of the Defendant and Brother prior to Brother's marriage to the Plaintiff, however, the Plaintiff and Brother resided in the Residence from the time of purchase by Defendant.

5. Plaintiff testified that she went through great lengths to find and locate the Disputed Property in an effort for Defendant to purchase the home on behalf of her and Brother. Plaintiff further testified that Defendant was the sole source of all funds for the initial down payment and purchase of the Disputed Property.

6. It is undisputed that Plaintiff and Brother immediately began living together, prior to their marriage, in the Disputed Property in October of 2016, and were subsequently married to one another in September of 2017. It is further undisputed that upon commencing to reside in the

Residence the Plaintiff and Brother began making monthly payments to Defendant, however, it was disputed during trial as to what these payments were for.

7. Plaintiff contends these monthly payments were part of an agreement for Plaintiff and Brother to purchase the home from Defendant, and that said payments were to cover the monthly mortgage payment owed under the terms of Defendant's mortgage for the Residence, and additional funds each month to pay back Defendant for the down payments she made when purchasing the home.

a. It was the assertion of Plaintiff that there was a formal agreement between Plaintiff, Brother, and Defendant that Plaintiff and Brother were to be the title owners of the Disputed Property, however, no formal written agreement was executed to confirm that purported agreement.

b. Furthermore, due to such assertion by Plaintiff, coupled with the undisputed fact that Plaintiff and Brother made payments to Defendant, Plaintiff contended such equated to the part performance exception to the Statute of Frauds, i.e. South Carolina Code Sec. 32-3-10(4) that clearly requires a written contract for the sale of land, therefore, removing the necessity of a written contract as required by the aforementioned Statute of Frauds.

8. Conversely, Defendant contends that these monthly payments were made pursuant to lease agreements executed between herself and Brother, which were executed in January of each year for approximately five (5) years. Defendant presented during her direct examination copies of these lease agreements, which were signed electronically according to Defendant's testimony because Defendant is a resident and citizen of the State of California.

a. Furthermore, the Defendant asserted that there was never an agreement that Plaintiff and Brother would be the title owners of the Residence unless, and only if, they were able to purchase the home from her for fair market value. Defendant testified she purchased the Disputed Property as an investment, in addition to doing so to allow Brother to establish a stable home while involved in custody litigation with his first wife, and that due to the same Plaintiff and Brother would have to purchase the home from her, not that she would simply give it to them because they made payments while residing in the home.

9. It was undisputed that Plaintiff and Brother subsequently separated from one another and that Brother vacated the Disputed Property. Thereafter, it was further undisputed, that Plaintiff ceased making all payments to Defendant. As a result of Plaintiff stopping all payments to Defendant the following events ensued:

a. Defendant sought to have Plaintiff evicted from the Residence in the Magistrate's Court of Berkeley County, however, Plaintiff asserted that the Residence was her marital property, which prevented the Magistrate Court from making any ruling regarding Defendant's request to evict Plaintiff until there was a ruling from the Family Court regarding the marital nature of the Residence.

b. Defendant then filed a motion in Plaintiff and Brother's divorce proceedings to have a determination made regarding whether the Disputed Property was their marital property, wherein, the Family Court ruled the Disputed Property was not the marital property of Plaintiff, however, said ruling did not determine any ownership interest of the same.

c. Thereafter, Defendant reasserted her claim to the Magistrate Court to evict Plaintiff from the Residence because Defendant was the title owner of the property, and

the Family Court had ruled the Disputed Property was not the marital property of Plaintiff. The Magistrate Court then evicted Plaintiff, and she was later ejected with the assistance of the Berkeley County Sheriff's Department.

d. Plaintiff, thereafter, appealed the Magistrate's Warrant of Ejectment to this Honorable Court in Case No.: 23-CP-08-962, which was ultimately denied by the Honorable Jennifer B. McCoy because the Plaintiff presented no evidence of an abuse of discretion by the Magistrate's Court. It is undisputed that Plaintiff never appealed the ruling made in Case No.: 23-CP-08-962, which affirmed the Warrant of Ejectment ordered by the Magistrate's Court.

10. Due to the disputed facts as stated hereinabove in Paragraphs 7 and 8, to include all subparagraphs contained therein, when viewed in relation to the Plaintiff's action for delivery and possession, this Honorable Court is unable to identify a clear and unequivocal agreement between Plaintiff and Defendant in which Plaintiff then specifically and partially performed upon to allow the purchase of the Disputed Property to be removed from the Statute of Frauds.

a. Prevailing case law in South Carolina regarding the part performance exception to the Statute of Frauds can be found in *Gibson v. Hrysikos*, 293 S.C. 8 (Ct. App. 1987). That case specifically states that "Courts of equity will decree the specific performance of an oral agreement for acquisition of an interest in land, despite the statute of frauds, where sufficient part performance has occurred." *Id.* "In order to compel specific performance, a court of equity must find: (1) clear evidence of an agreement; (2) that the agreement has been partly carried into execution on one side with the approbation of the other; and (3) that the party who comes to compel performance has performed on his party, or has been and remains able and willing to perform his part of the contract." *Id.*

Furthermore, “a party seeking to show part performance by possession and improvements must show acts which relate clearly and unequivocally to the agreement, exclusive of any other relation between the parties touching the agreement.” *Id.*

11. In the instant matter, this Honorable Court finds that there was no clear evidence of an agreement, or the terms of an agreement for the purchase of the Disputed Property between Plaintiff and Defendant. Furthermore, nothing presented by Plaintiff during the trial regarding her actions during the time in which she possessed the Disputed Property related clearly and unequivocally to her acting upon an agreement. Additionally, Defendant presented multiple yearlong leases that had been executed by Brother while he resided in the Residence, which undermines Plaintiff’s assertion of an agreement for ownership interest in the Disputed Property.

12. Defendant presented testimony that she had already received an Order of the Family Court from Plaintiff’s divorce action against Brother that the Disputed Property was Defendant’s property (by title), and not the property of Plaintiff, however, this Honorable Court does not give weight to such finding from the Family Court because said Order merely addressed the fact that the Disputed Property was not marital property and not the ownership interests of the parties.

a. Despite the fact that the aforementioned Family Court Order did not address the parties’ respective ownership interests in the Disputed Property, nothing presented by Plaintiff during that trial appeared to clearly and unequivocally set forth terms of an agreement for Plaintiff and/or Plaintiff and Brother to purchase the Disputed Property from Defendant.

13. In addition to her claim for delivery and possession of the Disputed Property (i.e. Case No.: 23-CP-08-3110), Plaintiff filed an action seeking to have a mechanic’s lien placed against the same (i.e. Case No.: 23-CP-08-3109, which was later consolidated with Case No.: 23-

CP-08-3110). As part and parcel to this Complaint filing, the Plaintiff sought a lien to be placed against the Disputed Property in the amount of \$126,000.00, or \$133,441.24, and an additional \$22,690.00 towards the total, overall lien, and that Defendant be made to pay said amount to Plaintiff.

a. South Carolina Code of Laws, Section 29-5-10 states that “(a) A person to whom a debt is due for labor performed or furnished or for materials furnished and actually used in the erection, alteration, or repair of a building or structure upon real estate or the boring and equipping of wells, by virtue of an agreement with, or by consent of, the owner of the building or structure, or a person having authority from, or rightfully acting for, the owner in procuring or furnishing the labor or materials shall have a lien upon the building or structure and upon the interest of the owner of the building or structure in the lot of land upon which it is situated to secure the payment of the debt due to him. The costs which may arise in enforcing or defending against the lien under this chapter, including a reasonable attorney's fee, may be recovered by the prevailing party. The fee must be determined by the court in which the action is brought but the fee and the court costs may not exceed the amount of the lien. As used in this section, labor performed or furnished in the erection, alteration, or repair of any building or structure upon any real estate includes the preparation of plans, specifications, and design drawings and the work of making the real estate suitable as a site for the building or structure.”

b. In the instant matter, Plaintiff presented no credible evidence to establish the statutory requirements that she be awarded a mechanic’s lien against the Disputed Property that Defendant should have to pay to her, and in fact admitted during her

testimony that she had no requisite legal knowledge of what she was doing when she sought a mechanic's lien against the Disputed Property.

c. At the conclusion of Plaintiff's case in chief, Defendant, by and through her attorney of record, moved for a directed verdict regarding Plaintiff's claim for a mechanic's lien based upon the assertion that Plaintiff's case had failed to present any evidence to establish how Plaintiff was entitled to the same.

I. This Honorable Court agrees with Defendant, and finds that no such lien can be awarded to Plaintiff under the facts and circumstances of this case.

II. Furthermore, as allowable under the aforementioned code section, the Defendant is entitled to an award of attorney's fees and costs in association with the successful defense of Plaintiff's claim for a mechanic's lien. During her direct examination, Defendant presented an Affidavit of Attorney's Fees (On behalf of Ami Carpenter), which was admitted into evidence without objection, detailing her fees and costs of \$11,040.90 in the defense of the mechanic's lien action.

WHEREFORE, it is hereby

ORDERED, ADJUDGED, AND DECREED that the Plaintiff's requested relief for a mechanic's lien, and/or claim and delivery, and/or possession are hereby denied for the reasoning as more fully established hereinabove in Paragraphs 1-13, to include all subparagraphs contained therein, and the Plaintiff does not have any ownership interest in the Disputed Property. It is further

ORDERED, ADJUDGED, AND DECREED that the Defendant is hereby awarded attorney's fees and costs in the amount of \$11,040.90, for the successful defense of Plaintiff's claim for a mechanic's lien.

AND IT IS SO ORDERED!

The Honorable Dale E. Van Slambrook
Presiding Judge
Court of Common Pleas
Ninth Judicial Circuit

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2023-CP-08-03110

SANDRA CARPENTER-LINGLE

AMI CARPENTER

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: The Court.

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

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), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; 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:

See attached formal Order.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT 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)
AMI CARPENTER	SANDRA CARPENTER-LINGLE	\$ 11,040.90

		\$
		\$
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.

	2781	
Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Berkeley Common Pleas

Case Caption: Sandra Carpenter-Lingle VS Ami Carpenter

Case Number: 2023CP0803110

Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
#2781