

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
 )  
Melanie R. Jones Metz a/k/a Melanie )  
Jones Metz, )  
 )  
Plaintiff, )  
 )  
Larry Allen Windham, Jr. and )  
FirstBank, )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT  
CASE NO: 2020-CP-10-02778

FINAL ORDER

**RECEIVED**  
**Mar 10 2025**  
**SC Court of Appeals**

DATE OF HEARING: January 7, 2025  
PRESIDING JUDGE: Jennifer B. McCoy  
PLAINTIFF’S ATTORNEY: Margaret F. Horn  
DEFENDANT’S ATTORNEY: Jonathan Altman  
COURT REPORTER: Caressa Johnson

This case was tried before me, as a non-jury matter, on January 7, 2025. Plaintiff Melanie R. Jones Metz a/k/a Melanie Jones Metz (hereinafter “Plaintiff”) was represented by Margaret Fanning Horn, Esq. Defendant Larry Allen Windham, Jr. (hereinafter “Defendant”) was represented by Jonathan S. Altman, Esq.

This action was commenced by the Plaintiff filing a Summons and Complaint on June 30, 2020 in which she asserted causes of action for partition, unjust enrichment, accounting, conversion, and claim of delivery. Defendant filed an answer and counterclaim on March 10, 2023 and asserted counterclaims for partition, unjust enrichment, and accounting. To date, no appearance or responsive filing has been made or filed on behalf of Defendant First Bank.

Plaintiff and Defendant were previously in a romantic relationship but separated in February 2020. Prior to their separation, Plaintiff and Defendant lived at 9906 Randall Road, McClellanville, South Carolina 29458 (hereinafter “Randall Road”). Randall Road is one (1) of the properties that is the subject of the parties’ partition action.

In October 2018, Plaintiff and Defendant entered into an agreement under which the parties agreed to jointly borrow the sum of \$260,000.00 from First Bank. The proceeds from this loan would be used for investment purposes including the improvement of Defendant's property located at 6426 Maxville Road, McClellanville, South Carolina 29429, the purchase of a mobile home to be located at 6426 Maxville Road, as well as the acquisition of other investment properties.

In furtherance of the parties' agreement, Plaintiff managed and oversaw the First Bank loan proceeds and pursued investment opportunities which would mutually benefit the parties. In consideration thereof, Defendant conveyed a one-half (1/2) interest in 6426 Maxville Road to Plaintiff. This conveyance occurred in October 2018 commensurate with the closing of the First Bank loan.

Prior to commencing testimony, the parties advised the Court that they had reached certain stipulations as to the relief sought by the parties in their pleadings for the awareness and understanding of the parties and the Court as to the issues remaining for the Court's determination after presentation of evidence. The following stipulations were placed on the record and accepted by the Court:

#### **STIPULATIONS**

1. The parties stipulated and agreed that the three pieces of real estate which are the subject of this partition action will be sold by agreement of the parties as the best option to allow each party to recover their financial investment and share in the profits from their joint venture. The sales procedure below is ordered to facilitate this stipulated agreement to dispose of the three pieces of real estate by sale to facilitate the stipulated sales. The parties have abandoned and relinquish any claims for offset or parceling/division of the

parcels of real estate at issue, and wish to proceed toward the sale of the real estate subject to this Court's ruling on the division of the proceeds from the sale.

2. The plaintiff abandoned her cause of action for an accounting and wishes to proceed solely on the partition action with the stipulation that the properties be sold and the proceeds divided. The Defendant abandoned his cause of action for a specific, detailed accounting but maintained his claim that he should recover as a primary payment his investment, which he calls 'seed money' in the Maxville Road property and he claims a share of proceeds in a mobile home purchased and titled to Ms. Metz due to its relation to the mortgage placed on the Randall Road property.
3. Ms. Metz has abandoned her causes of action against the co-defendant FirstBank and will not proceed on those claims.
4. The parties stipulated and agreed that they should each be equally responsible, on a fifty/fifty basis, for the repayment of the mortgage on the Randall Road property upon the sale of that real estate.
5. The parties stipulated and agreed that the Note secured by the mortgage on 9906 Randall Road shall be paid and satisfied prior to the disbursement of net proceeds to the parties.
6. The parties stipulate that this Court has jurisdiction over the subject matter and the parties of this action, and that Charleston County Court of Common Pleas is the correct venue for this action.

#### **ORDER OF PARTITION BY SALE**

1. Pursuant to the parties' stipulation, the properties at issue shall be sold by the parties. The parties will use the services of a licensed real estate agent agreed to by the parties and their Counsel. Should the parties be unable to agree, the parties agree to use the

services of any real estate agent who regularly conducts business in the Awendaw/McClellanville area as may be recommended to them by their attorneys from a list of three agents each party submits to the other. If the parties cannot agree after consultation and discussion of their respective lists of three realtors, the parties agree to use any agent recommended by the broker in charge at the Mt Pleasant office of Carolina One real estate to break any impasse in agent selection.

#### **FINDINGS OF FACT**

1. The parties are the owners of the following properties as tenants in common, identified herein by street address: 6426 Maxville Road, Awendaw, SC; 9906 Randall Road, McClellanville, SC; and 10198 Old Georgetown Road, McClellanville, SC.
2. I find that both parties reside in Charleston County, and all parcels of real estate which are at issue in this litigation are located in Charleston County, which provides the basis for a finding that both the parties, the subject real estate parcels, and the causes of action are within this Court's jurisdiction and that Charleston County is the appropriate venue for these causes of action.
3. The parties stipulate and agree that two mobile homes were placed on the lot the parties jointly owned located at Maxville Road. One of these mobile homes was destroyed by fire and the second mobile home was sold by the Plaintiff in late 2024.
4. The Plaintiff testified that she owned two mobile homes/trailers that were titled to her alone. There is no evidence in the record of any co-owners on the titles of the mobile homes owned by Plaintiff, and no evidence of any liens on either mobile home was presented at trial. The Defendant presented no evidence that he was a co-owner of either

of the mobile homes/trailers with respect to the titled ownership of these items of personal property.

5. I find therefore, that the mobile homes at issue are the sole property of Plaintiff. The Defendant, therefore, has no claim on any insurance of sales proceeds from the prior destruction or sale of either of these personal properties belonging to Plaintiff.
6. I find that the uncontroverted evidence in this case is both parties made various financial contributions to the jointly owned properties including cash payments, debt through mortgage and unsecured debt for materials, and labor.
7. I find that the Defendant did not meet his burden of proof regarding either of his counterclaims. Defendant failed to testify regarding any entitlement he may have to an additional \$150,000 of the sales proceeds of 6426 Maxville Road, Awendaw, SC nor did he establish a one half (1/2) ownership interest in the previously sold mobile home.
8. I find neither party has established any specific re-payment priority from the sale of the properties and therefore neither party is entitled to any priority of payment from the proceeds of the sales of these properties.
9. I further find that, based on the prior offers made by an interested purchaser identified by Plaintiff during the pendency of this litigation, a purchase rejected by the Defendant, there is excess value as to the three properties in the aggregate so as to repay the mortgage on the Randall Road policy and to make each party whole as to their initial investments. Each party will likely recover both their initial investment and their equal shares of the profit to be derived from the sale of the properties. I find neither party is prejudiced by an equal division of the sales proceeds.

## ORDERS

1. The legal title to the personal property/mobile homes controls in this partition action as to real estate, and I find that Defendant is not entitled, in law or equity, to the proceeds from the insurance on the mobile home that was destroyed by fire. I further find that the Defendant is not entitled to the proceeds from the sale of the second mobile home owned by the Plaintiff. The only evidence Defendant presented as to his claim was the testimony of Plaintiff that the mobile home was purchased using a mortgage on the Randall Road property, which remains encumbered and will be addressed below.
2. 9906 Randall Road: The property located at Randall Road is currently the residence of the Defendant. While Counsel for Defendant argued he is entitled to credits for his payments to the mortgage after the Plaintiff left the property in 2020, he presented no evidence as to the payments he made either since the Plaintiff vacated the property or since the date this action was filed. To facilitate the highest and best sales price of this property in which the defendant resides, Defendant shall keep the property in clean show ready condition. The net proceeds from this sale shall be divided equally by the parties. The net proceeds will be distributed to the parties at the time of closing.
3. 10198 Old Georgetown Road: This property is unencumbered by any lien or mortgage. This property is to be sold pursuant to the deadlines and procedures outlined herein. The net proceeds from the sale of this parcel shall be equally distributed to the parties at the closing of the sale of the property.
4. 6426 Maxville Road: This property is unencumbered by any lien or mortgage. This property is to be sold pursuant to the deadlines and procedures outlined herein. The net

proceeds from the sale of this parcel shall be equally distributed to the parties at the closing of the sale of the property.

5. Any *Lis Pendens* filed by any party against any real estate owned by the other shall be removed so as to facilitate the clearing of the titles of all property owned by the Parties, whether addressed in this litigation or not addressed in this litigation, it being the parties intent that this litigation shall end any and all disputes that may lie between them as to their jointly owned real estate interests in Charleston County.

AND IT IS SO ORDERED!

*-Electronic Signature Page to Follow-*

**Notice of Contempt Powers of Court**

**A violation of any of this Order could subject the violating party to contempt sanctions which include up to one (1) year in jail to coerce compliance or six (6) months in jail to punish, up to a One Thousand Five Hundred (\$1,500.00) Dollar fine and up to three hundred (300) hours community service. One may also be required to pay the attorney's fees and costs of the party who brings the action to enforce this Order.**



Charleston Common Pleas

**Case Caption:** Melanie R Jones Metz , plaintiff, et al VS Larry Allen Windham Jr ,  
defendant, et al  
**Case Number:** 2020CP1002788  
**Type:** Order/Other

So Ordered

s/Jennifer B. McCoy #2764