

RECEIVED

Nov 14 2025

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appeal from Charleston County
Court of Common Pleas
2020-CP-10-02788

Jennifer B. McCoy, Circuit Court Judge

Appellate Case No.: 2025-000460

Melanie R. Jones Metz a/k/a Melanie Jones Metz,

Respondent,

v.

Larry Allen Windham, Jr., and First Bank, Defendants,
Of which Larry Allen Windham, Jr. is

Appellant.

APPELLANT'S REPLY BRIEF

s/Jonathan S. Altman
Jonathan S. Altman, Esq.
DERFNER & ALTMAN, LLC
575 King Street, Suite B
Charleston, SC 29403
Email: jaltman@derfneraltman.com
Telephone: (843) 723-9804 ext. 1

Attorney for Appellant

TABLE OF CONTENTS

Table of Authoritiesi

Argument

 A. 6426 Maxville Road1

 B. Mobile Home2

Conclusion2

TABLE OF AUTHORITIES

CASES

1. Searson v. Webb, 208 S.C. 453 (1946)2

ARGUMENT

A. 6426 Maxville Road

Prior to the commencement of trial testimony, the parties placed their agreement as to certain issues before the Court on the record. These stipulations were set forth in the Court's Order and included the following:

“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 trial record included Respondent's trial and deposition testimony, as well as Respondent's accounting and emails. This evidence established that Appellant “*invested*” One Hundred Fifty Thousand Dollars and No/Cents (\$150,000.00) to acquire 6426 Maxville Road using monies inherited from his mother¹.

In her brief, Respondent states, “*At trial, the parties agreed and stipulated that the properties were to be sold to allow each owner to recover their investment.*” Later in her brief, Respondent concedes that “*Appellant established that his client made an investment in the real estate parcels at issue and this fact was not disputed by Respondent.*” Contrary to Respondent's assertion, Appellant is not seeking a special or priority reimbursement. Rather, Appellant seeks the recovery of personal monies invested to acquire the real estate at issue, a recovery to which he is entitled to under the stipulated agreement of the parties. Any other interpretation conflicts with the parties' clear intent as set forth in the order. If the effect of the stipulation was solely to provide for the sale of the property and the equal distribution of proceeds, the “*best option to allow each party to recover their financial investment*” provision would be unnecessary and

¹ Webster defines an “*investment*” as “*the outlay of money usually for income or profit.*”

confusing. As such, recovery by Appellant for his investment was expressly provided for in the parties' stipulated agreement.

B. Mobile Home

In her brief, Respondent again concedes that she used joint loan proceeds to acquire assets (a mobile home) without Appellant's knowledge or consent. Respondent then sold the mobile home without consulting Appellant or sharing any proceeds.

In defense of her actions, which are undisputed, Respondent maintains that she had no obligation to share the sales proceeds with Appellant because she had titled the at-issue mobile home solely in her name and that no fiduciary duty existed. She is mistaken and allowing such misconduct would reward Respondent for her actions.

While Respondent argues that the parties' business relationship did not constitute a partnership, the stipulation expressly refers to "*the parties' joint venture.*" It is well settled a fiduciary relationship exists between joint adventurers. "*The fiduciary relationship between co-adventurer ordinarily precludes one of them from purchasing or leasing the property related to the enterprise, either for himself or another in absence of full disclosure to his associate,*" *Searson v. Webb*, 208 S.C. 453 (1946). Fiduciary duties in joint ventures require all parties to act in the best interest of the venture. These duties encompass loyalty, disclosure of conflicts, and transparency. Respondent's breach of this duty mandates the disgorgement of monies wrongfully taken by Respondent.

CONCLUSION

In her brief, Respondent confirms the stipulated agreement between the parties and concedes that Appellant established that he had made an investment in the subject real estate. Respondent's contention that she had no obligation to share the sales proceeds from the mobile

home is contrary to all principles of good faith and fair dealing. She should not be rewarded for her misconduct.

The party bearing the burden of proof is not required to prove matters of fact admitted by the opposing party. The Court's finding that Appellant did not meet his burden of proof regarding facts not at issue constitutes error. Accordingly, the Court should reverse the decision of the Lower Court.

Respectfully submitted,

November 14, 2025

s/Jonathan S. Altman
Jonathan S. Altman, Esq.
DERFNER & ALTMAN, LLC
575 King Street, Suite B
Charleston, SC 29403
Email: jaltman@derfneraltman.com
Telephone: (843) 723-9804 ext. 1

Attorney for Appellant