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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Dale Van Slambrook, Circuit Court Judge

Appellate Case No. 2025-000410

Sandra Carpenter-Lingle, Appellant

v.

Ami Carpenter, Respondent.

INITIAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

I. Whether the trial court erred in concluding there was no clear and unequivocal oral agreement for the purchase of the Property sufficient to satisfy the part performance exception to the Statute of Frauds under *Gibson v. Hrysikos*, 293 S.C. 8 (Ct. App. 1987).

II. Whether the trial court erred in granting a directed verdict on Appellant's so-called "mechanic's lien" claim and awarding Respondent attorney's fees under S.C. Code Ann. § 29-5-10, where Appellant's *pro se* pleading substantively alleged equitable reimbursement and unjust enrichment rather than a statutory mechanic's lien.

III. Whether equity requires reversal or, at minimum, remand for determination of Appellant's equitable ownership interest or restitution for the substantial payments and improvements conferred upon Respondent.

STATEMENT OF THE CASE

This appeal arises from consolidated civil actions filed by Appellant, Sandra Carpenter-Lingle, in the Berkeley County Court of Common Pleas relating to her claimed equitable ownership interest in the real property located at 1206 Creek Stone Way, Hanahan, South Carolina ("the Property"). The underlying dispute concerns whether Appellant's years of possession, mortgage payments, and contributions toward improvements were made pursuant to an oral purchase and refinance agreement involving Respondent, Ami Carpenter, or whether they were merely payments of rent.

Appellant initially filed two actions, *pro se*: Case No. 2023-CP-08-3109 (styled as a mechanic's lien action) and Case No. 2023-CP-08-3110 (an action for delivery and possession). Both actions were consolidated under Case No. 2023-CP-08-3110 by consent order entered May 24, 2024. (Final Order, p.1).

A consolidated bench trial was held on October 8, 2024. (Final Order, p.1). On November 21, 2024, the Circuit Court issued its Final Order finding that Appellant failed to prove a clear and unequivocal oral agreement sufficient to satisfy the part-performance exception to the Statute of

Frauds. (Final Order, p.5–6 ¶¶10–12). The Court further found that Respondent's purported leases undermined Appellant's assertion of an ownership agreement. (Final Order, p.6 ¶11). The Court also granted Respondent's motion for directed verdict on the consolidated "mechanic's lien" action, interpreting Appellant's *pro se* filing as a statutory lien under S.C. Code Ann. § 29-5-10, and awarded Respondent attorney's fees of $11,040.90. (Final Order, p.7–8 ¶13(c)). Appellant timely filed a Rule 59(e) Motion to Alter or Amend on December 2, 2024. The court denied the motion without a hearing, ruling solely on the written record and briefs. (59(e) Order, p.1–2). This appeal follows.

STATEMENT OF FACTS

Respondent originally purchased the Property on behalf of her brother, Joseph Carpenter ("Joseph"), during his custodial litigation with his ex-wife. (Final Order, p.2 ¶3). Although the Property was titled in the names of Respondent and Joseph, Appellant and Joseph moved into the home in October 2016 before their marriage in September 2017, and then subsequently resided there continuously. (Final Order, p.2 ¶¶4–6). Appellant testified that she located the Property and asked Respondent to purchase it for the purpose of later transferring ownership to Appellant and Joseph, who would refinance the mortgage into their own names. (Final Order, p.2 ¶5).

It was undisputed that Appellant and Joseph made monthly payments to Respondent from the time they moved into the Property. (Final Order, p.2–3 ¶6). Appellant asserted that these payments covered the mortgage, taxes, insurance, and an additional monthly amount to reimburse Respondent's down payment, all pursuant to an oral agreement for eventual transfer of title after refinancing. (Final Order, p.3 ¶7). Respondent disputed this, contending the payments were rent under annual lease agreements she claimed were executed by Joseph. (Final Order, p.3–4 ¶8). Appellant contested the validity and authenticity of those purported leases.

Following the parties' marital separation, Joseph vacated the Property, and Appellant subsequently ceased making payments. (Final Order, p.4 ¶9). Respondent then sought Appellant's eviction through the Berkeley County Magistrate's Court. The Magistrate initially deferred ruling pending the Family Court's determination of whether the Property constituted marital property. (Final Order, p.4 ¶9(a)). The Family Court ruled that the Property was not marital property but made no ruling on Appellant's equitable ownership claims. (Final Order, p.4 ¶9(b)). Respondent then renewed her eviction action, obtained a Warrant of Ejectment, and Appellant was forcibly removed with the assistance of the Berkeley County Sheriff's Office. (Final Order, p.4–5 ¶9(c)). Appellant's appeal of the ejectment in Case No. 2023-CP-08-962 was denied by the Circuit Court, and she did not appeal further. (Final Order, p.5 ¶9(d)). Appellant subsequently filed her actions in the Circuit Court, *pro se*, from which causes of action this appeal derives.

STANDARD OF REVIEW

In a non-jury civil action, the appellate court will not disturb the trial court's factual findings unless they are wholly unsupported by the evidence or controlled by an error of law. *Townes Assocs., Ltd. v. City of Greenville*, 266 S.C. 81, 221 S.E.2d 773 (1976). Questions of law, including the interpretation and application of statutes and equitable doctrines such as part performance, are reviewed *de novo*. *Seels v. Smalls*, 437 S.C. 167, 877 S.E.2d 351 (2022).

A trial court's ruling on a motion to alter or amend judgment under Rule 59(e), SCRCP, is reviewed for abuse of discretion. *Arnold v. State*, 309 S.C. 157, 420 S.E.2d 834 (1992). An abuse of discretion occurs when the conclusions of the trial court are without reasonable factual support, or are based on an error of law. *Conner v. City of Forest Acres,* 363 S.C. 460, 467, 611 S.E.2d 905, 908 (2005).

ARGUMENT

I. The trial court erred in finding no clear and unequivocal agreement sufficient to satisfy the part performance exception to the Statute of Frauds.

South Carolina's Statute of Frauds requires contracts for the sale of land to be in writing. S.C. Code Ann. § 32-3-10(4). However, courts of equity will enforce oral agreements concerning land where there has been sufficient part performance. *Gibson v. Hrysikos*, 293 S.C. 8, 358 S.E.2d 173 (Ct. App. 1987). Under *Gibson*, specific performance of an oral land contract is warranted where the party seeking enforcement shows: (1) clear evidence of an agreement; (2) that the agreement has been partly executed on one side with the approbation of the other; and (3) that the party seeking enforcement has performed, or remains able and willing to perform, her side of the bargain. *Id.* Further, the acts constituting part performance must be "clearly and unequivocally" referable to the agreement, rather than explainable by some other relationship such as landlord-tenant. *Id*.

A. The record contains clear evidence of an oral purchase and refinance agreement.

Appellant testified that Respondent purchased the Property on behalf of Appellant and Joseph with the understanding that, once they were able to refinance, Respondent would be removed from the deed and they would assume full ownership. As part of this arrangement, Appellant and Joseph were to reimburse Respondent for her initial investment through payments of the mortgage, taxes, insurance, and an additional 10% each month. (Tr. 22:13–15; 22:69–72; 22:97–117).

Appellant's testimony was not bare or conclusory; it was specific as to the structure and purpose of the payments. She explained that the 10% portion was "to go back to [Respondent] to pay her back…until we do the transfer." (Tr. 22:69–72). She also described the planned refinancing

and removal of Respondent from title as being "as agreed we were gonna do." (Tr. 22:97–117). Joseph corroborated that understanding. He testified that Sandra had a "vested interest" in the Property and that, from his perspective, the agreement regarding Sandra's interest never changed, even after he deeded his own recorded interest back to Respondent. (Tr. 111:5–9; 112:191–199; 112:217–221). He further testified that Sandra believed Respondent and Joseph were attempting to "cut her out of the agreement," confirming that an agreement was indeed in place. (Tr. 111:101–109).

Additionally, Appellant authenticated emails admitted into evidence, involving herself, Respondent, Joseph, and Respondent's other brother, that referenced "percentages" of ownership and equitable interests (Tr. 22:181–207). Although the Final Order recites that no formal written purchase contract was executed (Final Order, p.3 ¶7(a)), these writings reflect discussions of equity percentages, repayment, and ownership and *not* rent. They are consistent with, and corroborative of, the oral agreement Appellant described. Taken together, this evidence satisfies *Gibson*'s first requirement: clear evidence of an agreement for acquisition of an interest in land.

B. Appellant's part performance was unequivocally referable to the purchase agreement, not a tenancy.

Appellant and Joseph made all mortgage payments, as well as taxes and insurance, plus the 10% equity reimbursement, for several years. (Tr. 22:13–15; 22:69–72). They also paid for repairs and upgrades, which Joseph acknowledged, and Respondent did not reimburse. (Tr. 111–113). Appellant resided in the Property as her home, not as a month-to-month tenant subject to typical landlord-tenant provisions.

These acts are not the sort of ambiguous conduct that could be equally explained by a tenancy. A tenant does not ordinarily agree to pay an extra 10% each month to repay the landlord's

down payment "until transfer," nor does a landlord typically discuss equity percentages and refinancing into the tenant's name. The financial structure here is "clearly and unequivocally" referable to the purchase arrangement described by Appellant, satisfying *Gibson*'s second element.

The trial court, however, focused on Respondent's purported lease agreements. (Final Order, p.3–4 ¶8; p.6 ¶11). Those agreements were seriously undermined at trial. Respondent testified first that Joseph "signed" the leases "in his own handwriting" but then claimed that he used an electronic signature, even though the signatures were identical and looked nothing like actual wet signatures. (Tr. 148:9–19). Joseph denied engaging in lease relationships across the relevant period. The court's reliance on these documents to negate the existence of an agreement was misplaced and contrary to the evidence.

C. Appellant was willing and able to perform her obligations, and any nonperformance resulted from Respondent's repudiation.

Appellant's performance continued for years, long after she might have simply walked away if she believed she was merely a tenant. She remained in the Property, made payments, and attempted to preserve her interest through *pro se* filings when the relationship between her and Joseph deteriorated. When Respondent ultimately pursued ejectment, Appellant had no realistic opportunity to compel refinancing because Respondent refused to cooperate in the transfer. Under *Gibson*, equity does not require literal tender of performance when the other party has clearly repudiated the agreement and barred further performance.

In light of Appellant's extensive performance, Respondent's acceptance of payments, and Joseph's corroboration of the agreement, the trial court's conclusion that "there was no clear evidence of an agreement" (Final Order, p.6 ¶11) is, respectfully, erroneous.

II. The trial court erred in treating Appellant's *pro se* "mechanic's lien" filing as a statutory mechanic's lien action and awarding fees under S.C. Code Ann. § 29-5-10.

Appellant filed her initial lien action (Case No. 2023-CP-08-3109) *pro se*. She used the term "mechanic's lien," but at trial explained that she did not understand the distinction between different types of liens and that she filed to protect the money she had put into the Property and the work that was done. *See* Final Order, p.7–8 ¶13(b) (noting Plaintiff's lack of legal knowledge). Her testimony and the substance of the pleading showed she was seeking reimbursement for improvements, payments, and investment (i.e. claims of equitable restitution and unjust enrichment) not enforcement of a technical construction lien under § 29-5-10.

A. Rule 8(f) and equity required liberal construction of Appellant's pro se pleading.

Rule 8(f), SCRCP, provides that "all pleadings shall be so construed as to do substantial justice." South Carolina courts have repeatedly held that substance controls over form, particularly in equity. *Quality Towing, Inc. v. City of Myrtle Beach*, 340 S.C. 29, 530 S.E.2d 369 (2000); *Wilkie v. Phila. Life Ins. Co.*, 187 S.C. 382, 197 S.E. 375 (1938). A *pro se* filing that uses an incorrect technical label but clearly seeks equitable reimbursement for funds spent improving another's real property should be read as such.

Here, Appellant's lien complaint sought a large sum described as the total of payments, improvements, and outlays made in connection with the Property, and asked that Respondent be required to pay her that amount. (Final Order, p.7 ¶13). Nothing in Appellant's testimony or her subsequent representation by counsel suggested she was relying on the strict statutory prerequisites of S.C. Code Ann. § 29-5-10. Instead, her claim aligned with equitable causes of action, such as unjust enrichment, constructive trust, or equitable lien.

By treating the complaint as a pure statutory mechanic's lien claim and then granting a

directed verdict for failure to satisfy § 29-5-10's technical requirements, the trial court elevated form over substance, contrary to Rule 8(f) and fundamental equitable principles.

B. Because the claim was not truly a statutory mechanic's lien, there was no basis for an attorney's fee award under § 29-5-10.

Attorney's fees are recoverable only when authorized by statute, contract, or court rule. The trial court relied on S.C. Code Ann. § 29-5-10's final sentence, which permits recovery of a reasonable attorney's fee in an action "enforcing or defending against" a mechanic's lien. (Final Order, p.7–8 ¶13(a), (c)). But once the "mechanic's lien" pleading is correctly viewed as a mislabeled equitable reimbursement claim, no statutory lien was actually being enforced or defended against. Moreover, the Court granted a directed verdict at the close of Appellant's case, without fully addressing the equitable substance of her expenditures and improvements. (Final Order, p.7 ¶13(c)). Having re-characterized Appellant's claim narrowly as a failed statutory lien, the Court then used that mischaracterization to award Respondent $11,040.90 in attorney's fees. (Final Order, p.8; Form 4, p.10–11). This is, respectfully, and error of law and an abuse of discretion. The fee award should be vacated.

III. Equity requires reversal or remand for determination of Appellant's equitable ownership interest or restitution.

Even if this Court were to conclude that the evidence does not support specific performance of an oral purchase contract, the equitable record cannot support leaving Respondent with both legal title and the full benefit of Appellant's years of performance without any recompense. The trial court's own findings confirm that: (i) Appellant and Joseph immediately moved into the Property upon Respondent's purchase and made monthly payments to Respondent. (Final Order, p.2–3 ¶6); (ii) Appellant contended that these payments covered the mortgage and additional sums

to repay Respondent's down payment. (Final Order, p.3 ¶7), and (iii) Appellant performed repairs and improvements, which Respondent did not reimburse. (Trial testimony summarized at Tr. 111–113).

It is well established under the common law of this State that equity does not permit a party to retain the benefit of another's substantial expenditures and performance without compensation, particularly where that performance was undertaken in reliance on an ownership agreement. It is the spirit of this equitable concept that the Appellant's mislabeled "mechanic's lien" cause of action was filed. Whether viewed as constructive trust, equitable lien, or unjust enrichment, Appellant is entitled to, at minimum, an accounting and restitution of her net contributions. The trial court's all-or-nothing approach of finding no enforceable agreement, denying any equitable interest, and awarding attorney's fees against Appellant fails to account for the central tenets of equity that courts will not allow unjust enrichment and will look to substance over form. *Wilkie*, 187 S.C. at 389–90, 197 S.E. at 378–79. Accordingly, even if this Court declines to order specific performance, it should reverse and remand for an equitable determination of Appellant's contributions and Respondent's corresponding restitutionary obligations, with the fee award vacated.

CONCLUSION

For the reasons stated, this Court should reverse the Circuit Court's finding that no clear and unequivocal oral agreement existed sufficient to satisfy the part performance exception to the Statute of Frauds and remand for entry of judgment recognizing Appellant's equitable ownership interest in the Property; and, alternatively, remand for a new trial or full equitable hearing on Appellant's claims for equitable ownership, constructive trust, equitable lien, and/or unjust enrichment, and vacate the directed verdict on the "mechanic's lien" claim and the award of

attorney's fees and costs.

Respectfully submitted,

November 17, 2025

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