

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHESTER )

IN THE COURT OF COMMON PLEAS  
SIXTH JUDICIAL CIRCUIT

Mary Simpson Carpenter Crowder, by )  
and Through Michael Paul Swearingen, )  
as Special Administrator for the Estate of )  
Mary Simpson Carpenter Crowder, )

C/A No. 2023-CP-12-288

Plaintiff, )

v. )

POST TRIAL  
ORDER & JUDGMENT

Cedar Grove Baptist Church, Deacons of )  
Cedar Grove Baptist Church a/k/a Cedar )  
Grove Providence Church, SCBT, and )  
South State Bank, )

Defendants. )

**RECEIVED**

DEC 22 2025

SC Court of Appeals

Cedar Grove Baptist Church, )  
Third-Party Plaintiff, )

v. )

James Wiley Crowder, III, )

Third-Party Defendant. )

This case was tried by jury November 17 through 19, 2025, in the Court of Common Pleas for Chester County, South Carolina. Plaintiff, the Estate of Mary Simpson Carpenter Crowder (“Plaintiff Estate”) and Third-Party Defendant James Wiley Crowder, III (“Third-Party Defendant” or “Jim Crowder”) each sought the declaration of a prescriptive easement across the property of Cedar Grove Baptist Church (“Cedar Grove”). Cedar Grove filed a counterclaim against Plaintiff Estate and a third-party claim against Jim Crowder for trespass. Cedar Grove sought actual and

punitive damages, as well as an injunction prohibiting Plaintiff Estate and Third-Party Defendant from crossing or entering the church's property.

At the close of all evidence, the court directed a verdict and dismissed Third-Party Defendant's claim for prescriptive easement. Plaintiff Estate's claim for prescriptive easement was submitted to the jury, as were Cedar Grove's counterclaim and third-party claim for trespass. On November 19, 2025, the jury returned the following verdict:

- (1) Do you find that the [Plaintiff] Estate has established its entitlement to a prescriptive easement by clear and convincing evidence? Answer: No.
- (2) Do you find that the [Defendant/Third-Party Plaintiff] Church has proven its claim for trespass against the Estate by a preponderance of the evidence? Answer: No.
- (3) Do you find that the [Defendant/Third-Party Plaintiff] Church has proven its claim for trespass against [Third-Party Defendant] Jim Crowder by a preponderance of the evidence? Answer: Yes.

The jury awarded Cedar Grove actual damages of \$7,500 and punitive damages of "\$50,000.00 plus all legal fees" on its trespass claim against Third-Party Defendant. At the request of Plaintiff's and Third-Party Defendant's Counsel, the jury was polled. Each juror affirmed the verdict.

After the jury was discharged, I asked both parties if they wished to have ten days to file post-trial motions. *See* Rule 59(b) S.C. R. Civ. P. Defendant Cedar Grove requested ten days' additional time while Plaintiff and Third-Party Defendant elected to immediately make and argue their post-trial motions. On November 19, 2025, in open court, Plaintiff and Third-Party Defendant made several motions, including: (1) motion for JNOV; (2) motion for directed verdict;

(3) motion for new trial; (4) motion to strike jury's award of actual damages; and (5) motion to strike jury's award of punitive damages. Each of those motions was heard, argued and denied.

On November 26, 2025, Defendant Cedar Grove filed several post-trial motions. On that same date, Plaintiff and Third-Party Defendant also filed a written "Motion for JNOV and in the Alternative for a New Trial." Thereafter, the parties filed written responses to each other's motions. The court has reviewed the parties' written submissions and rules upon them as set forth in this Order and Judgment.

### **Plaintiff and Third-Party Defendants' Motions**

As discussed above, Plaintiff and Third-Party Defendant made several post-trial motions, including for JNOV and new trial, immediately following discharge of the jury on November 19, 2025. Those motions were argued in open court and were denied for reasons appearing in the trial record. To the extent Plaintiff and Third-Party Defendant intended their November 26, 2025, written submissions to supplement their November 19 post-trial motions, the supplemental motions are denied for the same reasons the motions were initially denied. To the extent Plaintiff and Third-Party Defendant have attempted to assert new or different supporting grounds<sup>1</sup> for their motions for JNOV and for new trial, the new arguments are untimely because they were not raised as part of Plaintiff's and Third-Party Defendant's November 19, 2025, motions. In any event, Plaintiff's and Third-Party Defendant's written submissions of November 26, 2025, do not raise any new argument or issue that would cause me to change my prior rulings. I find no evidence of

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<sup>1</sup> Plaintiff's and Third-Party Defendant's November 26, 2025, filing requests JNOV and a new trial based upon alleged "jury misconduct." Plaintiff and Third-Party Defendant did not make that argument as part of their motions on November 19, 2025.

jury misconduct. Plaintiff's and Third-Party Defendant's motions for JNOV and for new trial are respectfully DENIED.

### **Defendant's Motions**

Defendant's post-trial motions were made within ten days following trial and are GRANTED for the reasons discussed below.

#### **1. Entry of Judgment Upon Verdict**

The jury's verdict included an award of punitive damages of \$50,000 "plus all legal fees." Legal fees are generally not recoverable as punitive damages. See First Nat'l. Bank v. McSwain, 93 S.C. 30, 75 S.E. 1106 (1912)(quoting Oelrichs v. Spain, 82 U.S. 211, 230-231 (1872))("It is true that damages assessed by way of example [i.e. – punitive damages] may indirectly compensate the plaintiff for money expended in counsel fees, but the amount of these fees cannot be taken as the measure of punishment or a necessary element in its infliction."); see also Blumberg v. Nealco, Inc., 310 S.C. 492, 493, 427 S.E.2d 659, 660 (1993) ("The general rule is that attorney's fees are not recoverable unless authorized by contract or statute).

South Carolina has long recognized that where a jury's verdict includes relief that is not recoverable as a matter of law, the court should treat that portion of the verdict as "mere surplusage," having "no legal effect." See, e.g., Westbrook v. Hutchison, 195 S.C. 101, ---, 10 S.E.2d 145, 151 (1940). Because South Carolina does not allow the recovery of attorney's fees as part of a punitive damage award, the jury's inclusion of "all legal fees" as part of its verdict is surplusage. The Chester County Clerk of Court will be directed to enter judgment in favor of Defendant Cedar Grove Baptist Church and against Third-Party Defendant James Wiley Crowder, III in the amount of the jury's verdict, but excluding "all legal fees" as part of the judgment.

## 2. Gamble Review of Punitive Damage Award

South Carolina's Supreme Court has imposed an obligation upon trial courts to conduct a post-verdict review of punitive damage awards, to ensure that the award does not infringe a litigant's due process rights. Gamble v. Stevenson, 305 S.C. 104, 111-12, 406 S.E.2d 350, 354 (1991). I find that the jury's award of punitive damages does not infringe Third-Party Defendant's due process rights, for the following reasons:

### *a. Third-Party Defendant's degree of culpability –*

The evidence established that Third-Party Defendant knowingly, intentionally, and repeatedly entered Cedar Grove's property without permission. Third-Party Defendant disregarded a "No Trespassing" sign posted on the property and deliberately ran over trees that the church had planted to deter Third-Party Defendant from crossing the property. Third-Party Defendant's repeated trespasses were deliberate and intentional.

### *b. Duration of the conduct –*

Third-Party Defendant testified that he has "always" crossed Cedar Grove's property to gain access to his mother's property. The Church's witnesses testified that Third-Party Defendant began trespassing in 2015 and continued into 2025. The evidence established that Third-Party Defendant's trespasses continued over an extended period.

### *c. Awareness or concealment –*

Third-Party Defendant testified that he knew he did not have permission to enter or cross Cedar Grove's property but did so anyway. He also testified that he knowingly ran over trees that the Church planted to prevent him from crossing the property.

*d. Similar past conduct –*

The court takes judicial notice<sup>2</sup> that Third-Party Defendant was previously held liable for trespass in other proceedings. See Bryant v. Crowder, C/A No. 2017-CP-46-3113, filed in Court of Common Pleas for York County, South Carolina. In that case, Third-Party Defendant was sued for “enter[ing] onto [Bryant’s] property, plant[ing] crops . . . deposit[ing] debris . . . and clear[ing] and damag[ing] trees located on [Bryant’s] property.” See Complaint in C/A No. 2017-CP-46-3113, at ¶ 6. Bryant’s claims were tried by jury in 2019, and a verdict was returned against Third-Party Defendant. See Verdict in C/A No. 2017-CP-46-3113. There are factual similarities between Third-Party Defendant’s alleged conduct in Bryant and his conduct in this case.

*e. Likelihood of deterrence -*

The jury’s award of punitive damages sends a message of deterrence.

*f. Whether the award is reasonably related to the harm -*

Cedar Grove presented evidence that it suffered actual damages resulting from Third-Party Defendant’s trespass, including damage to trees, recurring ruts, damage to the church’s parking lot, mental pain and suffering, discomfort and annoyance. The punitive damage award is directly related to these harms.

*g. Ability to pay –*

Third-Party Defendant testified that he is one of two beneficiaries of his mother’s probate estate, which includes assets exceeding \$928,700 in value. Third-Party Defendant also testified that he is the sole member of Carolina Cotton, LLC, an entity which owns several expensive pieces of equipment. Third-Party Defendant has sufficient assets to pay the punitive damage award.

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<sup>2</sup> Cedar Grove requested that the court take judicial notice pursuant to Rule 201(b) S.C.R. Evid. and supplied copies of the referenced pleadings and verdict form to the court.

*h. "Other factors" –*

Excerpts from Third-Party Defendant's deposition were published to the jury. Those excerpts established that Third-Party Defendant: (1) knew that he did not have permission to cross the church's property but did so, anyway; (2) never attempted to speak to the church or any of its representatives to obtain permission to cross the church's property; and (3) knowingly and deliberately ran over trees that the church had planted to deter Third-Party Defendant. In sum, Third-Party Defendant's deposition testimony demonstrated intentional trespass and intentional disregard for the rights of Cedar Grove.

I also find that the jury's award of punitive damages is within the statutory limitations imposed by S.C. Code Ann. § 15-32-530 and within the constitutional limits of due process. The award does not shock the court's conscience or indicate that the jury's deliberations were infected by passion, caprice or prejudice. The award is within a "single-digit ratio" between compensatory and punitive damages. Abel v. Lack's Beach Service, 446 S.C. 434, 474, 920 S.E.2d 283, 304 (Ct. App. 2025)(citing State Farm Mut. Auto Ins. Co. v. Campbell, 538 U.S. 408, 425 2003)).

**3. Injunctive Relief**

Cedar Grove sought injunctive relief as part of its counterclaim and third-party complaint. Both Plaintiff Estate and Third-Party Defendant opposed that requested relief, asserting that they had a prescriptive right to cross the church's property. At trial, that dispute was resolved in favor of Cedar Grove and against Plaintiff and Third-Party Defendant. Neither Plaintiff Estate nor Third Party Defendant has a prescriptive right to enter Cedar Grove's property.

Entry by either Plaintiff Estate or by Third-Party Defendant upon Cedar Grove's property without permission constitutes trespass. "Injunction is a proper remedy for continuous trespass to land." Mack v. Edens, 306 S.C. 433, 434, 412 S.E.2d 431, 437 (Ct. App. 1991)(citing McClellan

v. Taylor, 54 S.C. 430, 32 S.E. 527 (1899)). As neither Plaintiff Estate nor Third-Party Defendant has a prescriptive right to cross Cedar Grove's property, a permanent injunction is appropriate "to protect [Cedar Grove's] property rights from hurt or destruction." Id. (citing Carter v. Lake City Baseball Club, 218 S.C. 255, 62 S.E.2d (1950); Shelley v. Hucks, 282 S.C. 124, 317 S.E.2d 470 (Ct. App. 1984)).

**4. Costs**

As the prevailing party, Cedar Grove is entitled to costs. Rule 54(c) S.C. R. Civ. P. Cedar Grove has filed an affidavit and statement of costs, establishing that it incurred necessary, taxable costs totaling \$1,905.11. These costs will be included as part of Cedar Grove's judgment.

**Order & Judgment**

Plaintiff, the Estate of Mary Simpson Carpenter Crowder, III, and Third-Party Defendant, James Wiley Crowder, III, as well as the Personal Representatives, Special Administrator, agents, beneficiaries, heirs, assigns or employees of either, are hereby permanently enjoined from entering upon, crossing, transiting or accessing any real property owned by Cedar Grove Baptist Church in Chester County, South Carolina, including the 8.042676 +/- acre parcel designated as Chester County Tax Map Parcel 095-00-00-032-000. This injunction shall also apply to any trust, corporation, partnership or limited liability company owned, operated or controlled by the Estate of Mary Simpson Carpenter Crowder, III and/or James Wiley Crowder, III, including but not limited to Carolina Cotton, LLC and Carolina Cargo, LLC.

The Chester County Clerk of Court is hereby directed to enter judgment in favor of Defendant Cedar Grove Baptist Church and against Third-Party Defendant James Wiley Crowder, III in the total sum of \$59,405.11 and as otherwise set forth in this Order and Judgment.

ALL OF WHICH IS ORDERED, ADJUDGED AND DECREED.

**The Honorable Thomas W. McGee, III**

*Electronic signature page to follow.*



Chester Common Pleas

**Case Caption:** Mary Carpenter Crowder , plaintiff, et al VS Cedar Grove Baptist Church , defendant, et al  
**Case Number:** 2023CP1200288  
**Type:** Order/Judgment and Form 4

So Ordered

s/ Thomas W. McGee III, Judge Code 2786