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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Master-In-Equity

Appellate Case No. 2026-001830

Asset Recovery, Inc.,

Appellant,

v.

A. Kevin Hunter, II, Greenville County
Tax Collector,

Respondent.

INITIAL BRIEF OF APPELLANT

Respectfully Submitted,

s/ Rachel L. Ferguson

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Statement of Issues on Appeal

- I. Whether the Master-In-Equity erred in exceeding the limited scope of the June 16, 2026 hearing.**
- II. Whether the Mater-in-Equity exceeded the authority granted in S.C. Code Ann. § 12-51-130 when it held Respondent's role is not ministerial.**
- III. Whether the Master-in-Equity erred in refusing to enforce the Assignment and Limited Power of Attorney when Mr. Crowder's testimony, considered as a whole, established he knowingly and voluntarily executed the documents.**
- IV. Whether the Master-in-Equity erred when he found Appellant had a duty to advise Mr. Crowder that he could (1) claim the surplus funds without an attorney, (2) claim the funds without Appellant's assistance, and (3) seek independent legal counsel before assigning his rights to the surplus funds.**
- V. Whether the Master-in-Equity erred in failing to make findings regarding the probate court proceedings.**
- VI. Whether the Master-in-Equity's order denying reconsideration erroneously ignored Appellant's previous challenge to his use of "telephone solicitation" and therefore erred in finding that Mr. Crowder received a "telephone solicitation" because that finding is unsupported by the evidence.**

Statement of the Case

This appeal arises from an order denying Appellant Asset Recovery, Inc.'s ("Appellant" or "Asset Recovery") amended complaint for declaratory judgment and subsequent order denying its timely filed motion to reconsider, alter, or amend the judgment. [7/9/26 & 8/11/26 Orders].

On September 3, 2024, Appellant commenced this action against Respondent A. Kevin Hunter, II, Greenville County Tax Collector ("Respondent" or the "County") when it filed a summons and complaint for Declaratory Judgment in the Greenville County 13th Judicial Circuit wherein it requested the court (1) declare it the attorney in fact and assignee of Matthew Crowder, (2) declare it entitled to the surplus funds held by Greenville County Treasurer as a result of the public tax sale of certain real property, and (3) order Respondent to disburse those surplus funds to Appellant. [Complaint]. Respondent filed its answer. [Answer]. On October 9, 2024, the matter was referred to the Honorable Charles B. Simmons, Jr., Master-in-Equity for Greenville

County. [10/9/24 Order].

The Master-in-Equity scheduled the case for a hearing on January 21, 2026, but orally continued the case and requested that Appellant have Matthew Crowder attend and be ready to testify. [1/21/26 Transcript at p. 3-6]. On February 6, 2026, at Appellant's request, the Master-In-Equity issued a Form 4 Order that advised, among other things, "Mr. Crowder will need to attend the hearing scheduled for February 18, 2026." [2/6/26 Order]. Subsequently, Appellant moved for a continuance, which the Master-in-Equity granted. [2/12/26 Motion & 4/2/26 Order]. On March 25, 2026, Appellant filed a memorandum of law in support of declaratory judgment. [3/25/26 Memorandum]. At the March 25 hearing, Mr. Crowder, who was not served with a subpoena, did not appear. [4/2/26 Order ¶ 5]. After the Master-In-Equity found Mr. Crowder's appearance necessary, he again continued the hearing and ordered Appellant to subpoena Mr. Crowder for the "limited purpose of verifying i) his identity and ii) that he assigned the rights to the Plaintiff." [4/2/26 Order ¶ 12-13].

Thereafter, Appellant filed a motion to amend its complaint for the purpose of clarifying Mr. Crowder's identity as the sole successor and 100% heir of the Estate of Ida Faye Smith Crowder. [4/8/26 Motion to Amend]. The Master-in-Equity granted the motion to amend and again reiterated Appellant was required to subpoena Mr. Crowder for "the limited purpose of verifying (i) his identity and (ii) that he assigned his rights to [Appellant]. [4/21/26 Order ¶ 16]. Appellant filed its amended summons and complaint for declaratory judgment and Respondent filed his answer with a single affirmative defense. [4/27/26 Amended Complaint; 5/4/26 Amended Answer].

The matter came before the Master-in-Equity before a final hearing on June 16, 2026. [6/16/26 Transcript]. Mr. Crowder appeared at the hearing. [*Id.* a p. 4]. Mr. Crowder verified

his identity and that he assigned his rights to the surplus funds to Appellant. [*Id.* at 4-6]. Over Appellant’s objection, the Master-in-Equity permitted Respondent to pose additional questions to Mr. Crowder. [*Id.* at 7-28] Also over Appellant’s objection, the Master-in-Equity posed additional questions to Mr. Crowder. [*Id.* at 28-31].

On July 9, 2026, the court issued its final order holding Appellant was not entitled to the relief sought in its amended complaint and reasoned that Appellant did not meet its burden of proof that the assignment and limited power of attorney were valid and entered in accordance with law and that it would be inequitable to enforce the assignment. [7/9/26 Order p. 7]. On July 28, 2026, Appellant filed a timely motion to reconsider, alter, or amend the final order, which the Master-in-Equity denied in a Form 4 order. [7/8/26 Motion; 8/11/26 Order]. On August 13, 2026, Appellant served its notice of appeal. [8/13/26 Notice of Appeal and Certificate of Service].

Statement of Facts

This declaratory judgment action stems from certain real property located at 5059 Jordan Road, Greer, South Carolina 29651 and identified as TMS No. 0635.02-01-011.04 (“the Property”). [Amended Complaint, Exhibit A: Deed].

On October 28, 2019, Greenville County sold the Property at a delinquent tax sale. [1/16/26 Letter, Exhibit A: Tax Record Sheet]. After applying the proceeds to the outstanding taxes, assessments, penalties, and costs, a surplus of \$17,911.38 (the “Surplus”) remained. Respondent has retained the Surplus since the date of the sale.

Mr. Crowder’s Entitlement to the Surplus

Ida Faye Crowder (“Decedent”) died intestate on January 16, 2012, which was more than seven years before the tax sale. [Amended Complaint, Exhibit C; Affidavit for Collection] Mr. Crowder is an adult child of Decedent and, as such, holds an interest in the estate’s assets, including

the right to claim surplus funds pursuant to S.C. Code Ann. § 12-51-130. [*Id.*]

The Property was sold at the Greenville County public tax sale held October 28, 2019 (the “Tax Sale”) and was not redeemed. [Amended Complaint, Exhibit B: Tax Deed;]. Decedent was the owner of record of the Property immediately before the expiration of the redemption period and was the delinquent taxpayer at the time of the sale. [Amended Complaint, Exhibit A: Deed]. After the Tax Sale, the proceeds were correctly applied to taxes, penalties, and costs. A surplus of \$17,911.38 (the “Surplus”) remained and was to be returned to Ms. Crowder or her estate. [1/16/26 Letter, Exhibit A: Tax Record Sheet].

On October 12, 2023, the Greenville County Probate Court entered an order for payment or delivery from the verified affidavit for collection of personal property pursuant to small estate proceeding (the “Probate Order”) and identified Mr. Crowder as the sole successor of Ms. Crowder’s estate and identified the Tax Surplus as an asset of Ms. Crowder’s estate. [Amended Complaint, Exhibit C: 10/12/23 Order ¶ 6, Page 2]. No interested person or party made any appeal or otherwise sought to challenge the Probate Order.

The Assignment and Limited Power of Attorney

On July 22, 2023, Mr. Crowder executed a transfer and assignment of tax sale overage proceeds pursuant to S.C. Code Ann. § 12-51-130 (the “Assignment”), which conveyed all right, title, and interest in the tax surplus to Appellant. [Amended Complaint, Exhibit C: Transfer and Assignment of Tax Sale Overage]. On that same day, Mr. Crowder executed a Limited Power of Attorney granting Appellant the authority to “act for me in all aspects of the claim recovery process including, but not limited to, retaining legal counsel to take whatever legal actions are necessary to obtain the surplus funds from Greenville County.” (the “Initial LPOA”). [Amended Complaint, Exhibit E: Limited Power of Attorney].

Thereafter, it was discovered that the Initial LPOA was missing one of the two witnesses' signatures. As a result, on January 7, 2026, Mr. Crowder executed the same limited power of attorney form, which was properly notarized and witnessed. (the "Current LPOA"). [Amended Complaint, Exhibit F: Limited Power of Attorney].¹

On the same day, Mr. Crowder executed a sworn affidavit confirming, among other things, that he (1) transferred and assigned the Surplus to Appellant, (2) executed both Initial LPOA and Current LPOA and the Assignment without undue influence, (3) understood he had the right to pursue this claim individually, and (4) knowingly chose to have Appellant file the claim on his behalf. [Amended Complaint, Exhibit H: Affidavit].

Procedural History

Shortly after commencement of this action, the Greenville County Circuit Court referred the matter to the Master-in-Equity pursuant to Rule 53(b), SCRCP. [10/9/24 Order]. Initially, the Master-in-Equity set the matter for trial on January 21, 2026. [1/12/26 Notice of Hearing] However, following a status conference, over Appellant's objection, the Master-In-Equity continued the matter and requested that Mr. Crowder attend and testify at the next hearing. [2/6/26 Form 4 Order; 4/2/26 Order ¶¶ 2-3, 13-14]. At Appellant's request, the Master-in-Equity issued a Form 4 Order requiring Mr. Crowder's attendance at the hearing and added Mr. Crowder's "[f]ailure to appear may result in the relief being sought by [Appellant] being denied. [2/6/26 Form 4 Order].

At the next hearing, on March 25, 2026, Appellant renewed its position that Mr. Crowder's personal appearance was not required as a matter of law. [3/25/26 Tr. p. 7, line 11-25, p. 8, line 1-

¹ Section 12-51-130 of the South Carolina Code expressly permits a party entitled to surplus funds to assign those rights. Appellant's assignment complied fully with the governing statutory requirements. No statute or rule required anything further to make the assignment effective.

25]. Appellant argued that (1) Mr. Crowder had assigned his rights to the Surplus to Appellant pursuant to S.C. Code Ann. § 12-51-130; (2) the statute authorizes assignments of surplus-fund rights; (3) Mr. Crowder executed the Assignment in accordance with that statute; (4) the Assignment was self-authenticating pursuant to Rule 902, SCRE; and (5) no provision required Mr. Crowder to appear personally before Appellant, as assignee, could recover the funds. [*Id.* at p. 7-9, 10-13]. Mr. Crowder did not attend the hearing, though Appellant had informed him of the date, time, and location. [*Id.* at p. 8-9]. Appellant advised the Master-in-Equity it did not subpoena Mr. Crowder because it had no basis to dispute the Assignment’s validity. [*Id.* at p. 9, line 3-19] Appellant further argued that if Respondent believed additional testimony was necessary to authenticate the Assignment or verify Mr. Crowder’s intent, Respondent had the same subpoena power and bore the burden of securing that testimony, not Appellant. [*Id.*]

Respondent’s response was telling. Respondent did not identify any legal defect in the Assignment or otherwise challenge its validity. Respondent acknowledged that a rightful holder of an assignment could file a claim form directly with the tax collector’s office and further conceded that Appellant could pursue this action. [*Id.* at p. 5, lines 22-24]. Respondent nevertheless stated that it wanted to know “this is what was intended by Mr. Crowder, that the assignment is valid, that there [was] consideration for the assignment,” and that, upon receiving such assurance, “the county will happily release the funds.” [*Id.* at p. 6, lines 10-14]. Respondent asserted, without identifying supporting authority, it had an obligation to investigate before releasing the funds. [*Id.* at p. 6, lines 21-24].

Appellant responded that Respondent had undertaken only limited obligations at the time of the tax sale and had not assumed an ongoing duty to locate the persons entitled to the Surplus. [*Id.* at p. 8]. Appellant again emphasized the Assignment was self-authenticating pursuant to Rule

902, SCRE. [*Id.*]. Appellant also emphasized that any perceived risk to Respondent could be addressed through indemnification or a bond. [*Id.* at p. 13, lines 17-22]. When the Master-in-Equity asked Respondent to clarify what it required, Respondent answered: “The county would like reasonable assurance that Mr. Crowder is Mr. Crowder and that he did sign the assignment that they are offering.” [*Id.* at p. 17, lines 9-12].

Notwithstanding, the Master-in-Equity granted a continuance and directed Appellant to subpoena Mr. Crowder for the next hearing, prohibiting any further continuances. [*Id.* at p. 19-20, 22-23, 24]. The Master-in-Equity entered a written order reiterating that Mr. Crowder should appear to verify his identity and confirm that he had executed the Assignment. [4/2/26 Order at ¶ 12-13].

On April 2, 2026, the Master-in-Equity issued an order memorializing the March 25, 2026 hearing, recognizing it “previously ruled that Mr. Crowder should attend the hearing to verify i) his identity and ii) he assigned the rights to the Plaintiff” and again ordered Appellant “to subpoena Mr. Crowder to appear at the next hearing for the limited purpose of and verifying i) his identity and ii) that he assigned the rights to the Plaintiff.” [4/2/26 Order at ¶ 11 & 13].

On April 27, 2026, Appellant filed its amended complaint for declaratory judgment, seeking a declaration that it is the attorney-in-fact and assignee of Mr. Crowder; therefore, it is entitled to the Surplus under S.C. Code Ann. § 12-51-130. [4/27/26 Amended Complaint]. Respondent filed an answer. [5/4/26 Answer]. Notably, Respondent’s answer raised no affirmative defenses and asserted no counterclaims. [*Id.*]. Despite having actual notice of the issues discussed at the prior hearing and despite their purported concerns regarding those matters, Respondent’s answer further undermined any claim that such concerns genuinely existed at that time.

At the June 16, 2026 final hearing, Mr. Crowder appeared pursuant to the subpoena and

provided testimony. [6/16/26 Tr. p. 4-6]. Mr. Crowder confirmed his identity and acknowledged he executed the Assignment. [*Id.* at p. 4-7]. Neither party called any other witnesses.

At the outset of the hearing, the Master-in-Equity indicated an intent to expand the inquiry beyond the limited purpose for which Mr. Crowder had been subpoenaed to appear, thereby *sua sponte* exceeding the scope of the hearing. [*Id.* at p. 4]. Over Appellant's repeated objections, Respondent and the Master-in-Equity questioned Mr. Crowder at length about matters unrelated to his identity and the execution of the documents at issue. [*Id.* at p. 7-32]. Appellant repeatedly objected that this questioning was irrelevant and exceeded the limited scope of the Master-in-Equity's prior rulings. [*Id.* at p. 7, 8, 9, 12, 13, 18, 20, 22] Appellant also repeatedly objected to questions unrelated to Mr. Crowder's identity and execution of the documents. [*Id.*]. Appellant also made a continuing objection to preserve the issue, and the Master-in-Equity acknowledged Appellant was "protected on the record." [*Id.* at p. 8-9, 20].

Mr. Crowder testified that he did not receive notice of the tax sale but, a friend informed him that the Property had been sold at a 2019 tax sale. [*Id.* at p. 11, lines 14-19, p. 12, lines 14-25]. Neither Respondent nor any other governmental entity informed him the Surplus existed, advised him of his potential entitlement to those funds, explained how to recover them, or otherwise assisted him in pursuing a claim. [*Id.* at p. 14-15, 27-28, 32]. Mr. Crowder also testified that either Respondent or a probate-court employee told him he would need an attorney to open an estate and pursue recovery of the Surplus. [*Id.* at p. 10, lines 20-25]. He contacted law firms but was quoted fees of approximately \$10,000 and \$15,000, which he could not afford. [*Id.* at p. 11, lines 4-6]. Mr. Crowder lacked both the financial means and the knowledge necessary to pursue probate on his own. [*Id.* at p. 32-33]. He did not understand the probate process and could not afford the attorneys he contacted. [*Id.* at p. 15-16]. By contrast, Appellant arranged and paid for

counsel to assist with the probate proceedings, and Mr. Crowder incurred no out-of-pocket attorney's fees or probate expenses. [*Id.* at 16, lines 5-18].

Appellant expressly informed Mr. Crowder that he could pursue the Surplus himself if he wished. [*Id.* at p. 14-15, 32]. Mr. Crowder understood, however, that Appellant would "handle everything," and he considered the arrangement "worth it" because he would not have to "deal with the courts and everything else." [*Id.* at p. 15, lines 11-14]. He further explained that Appellant's involvement relieved him of dealing with the paperwork, filing the claim form, and taking time off from work. [*Id.* at p. 27, lines 1-8].

Before signing the Assignment and LPOA, Mr. Crowder reviewed both documents with his wife and mother-in-law. [*Id.* at p. 20-21, 23]. He testified that he reviewed the documents, had no unanswered questions about their contents, and signed them voluntarily. [*Id.*]. He understood that he was assigning his rights to Appellant, Appellant did not advise him to consult an attorney, and he did not believe he needed to consult independent counsel before signing. [*Id.* at p. 22-23, 30]. Mr. Crowder also knew that Appellant's attorneys did not represent him. [*Id.* at p. 7, 25].

Although Mr. Crowder could not recall every detail of the payment arrangement, he understood the Surplus would be divided with Appellant and that "[l]itigation and stuff come of their [sic] half of the money." [*Id.* at p. 15, lines 7-19, p. 25, lines 20-25]. In describing the arrangement, he repeatedly emphasized that it was "a risk [he] was willing to take." [*Id.* at 29, lines 9-15]. He testified that he recognized attorney's fees and costs could substantially reduce or even consume the Surplus. [*Id.* at p. 26, 29]. He was unconcerned about the source of those fees and nevertheless preferred Appellant to pursue the Surplus rather than attempt the process himself. [*Id.* at p. 26-27, 29].

Mr. Crowder did not recognize the address listed as his address on the probate forms. [*Id.*

at p. 18-19]. He also testified that he read at an elementary-school level and that neither Appellant nor probate counsel explained every legal consequence of the documents. [*Id.* at p. 30]. Nevertheless, his testimony established that he reviewed the documents with his wife and mother-in-law before signing them, understood that he was assigning his rights to Appellant, voluntarily executed the documents, and considered Appellant's assistance beneficial in light of the expense and difficulty of pursuing the Surplus himself. Meanwhile, the Master-in-Equity instead focused primarily on Mr. Crowder's testimony that neither Appellant nor probate counsel explained every legal consequence of the documents.

On July 9, 2026, the Master-in-Equity issued its final order denying Appellant's requested relief based on its finding Appellant "failed to meet its burden of proof that the Assignment and Limited Power of Attorney are valid and entered into accordance with law" and "it would be inequitable to enforce the Assignment." [7/9/26 Order]. Appellant timely submitted its motion to reconsider, alter, or amend. [7/28/26 Motion] In this motion, Appellant argued that the order was deficient because it failed to reflect (1) Respondent's role under S.C. Code Ann. § 12-51-130 is ministerial and the County exceeded the authority the statute grants; (2) the June 16, 2026, hearing exceeded the scope of its limited purpose; (3) no right to counsel exists; (4) that but for Appellant, Mr. Crowder would still be unaware of the Surplus; and (5) the Greenville County Probate Court entered a final order determining Mr. Crowder's entitlement to the surplus funds. [*Id.*]. In addition, Appellant requested the Master-in-Equity amend its July 9 order because (1) the finding of a "telephone solicitation" was unsupported by the evidence and (2) he failed to consider the totality of Mr. Crowder's testimony and that testimony supported a finding that Mr. Crowder's Assignment and LPOA are valid and it is equitable to enforce the Assignment. [*Id.*].

On August 11, 2026, the court issued a Form 4 Order denying Appellant's motion in its

entirety. [8/11/26 Order]. Of note, the Master-in-Equity reaffirmed its prior ruling, rejected Appellant’s argument that the June 2026 hearing impermissibly exceeded the scope of the prior orders, and found the use of “telephone solicitation” not critical to its decision. [*Id.*]. This timely appeal followed.

Standard of Review

“Statutory interpretation is a question of law, and this court may interpret a statute without any deference to the trial court.” *Flowers v. Giep*, 436 S.C. 281, 285, 871 S.E.2d 604, 607 (Ct. App. 2021). In construing statutes, South Carolina has recognized “[a]ll rules of statutory construction are subservient to the one that the legislative intent must prevail if it can be reasonably discovered in the language used, and that language must be construed in the light of the intended purpose of the statute.” *Eargle v. Horry Cnty.*, 344 S.C. 449, 453, 545 S.E.2d 276, 279 (2000) (quoting *Broadhurst v. City of Myrtle Beach Election Comm’n*, 342 S.C. 373, 380, 537 S.E.2d 543, 546 (2000)).

“[T]he decision to grant a declaratory judgment is a matter which rests in the sound discretion of the trial court and will not be disturbed absent a clear showing of abuse.” *Eargle*, 344 S.C. at 453, 545 S.E.2d at 279; (quoting *Garris v. Governing Bd. of South Carolina Reinsurance Facility*, 319 S.C. 388, 390, 461 S.E.2d 819, 820 (1995)). “An abuse of discretion occurs where the trial court is controlled by an error of law” *Id.* (quoting *City of Columbia v. Pic-A-Flick Video, Inc.*, 340 S.C. 278, 281, 531 S.E.2d 518, 521 (2000)).

A reversal is required when the trial court’s ruling exceeds the limits and scope of the matter before it. *Cf. Skinner v. Skinner*, 257 S.C. 544, 549-50, 186 S.E.2d 523, 526 (1972).

Arguments

This appeal arises from Respondent’s continued retention of \$17,911.38 in surplus

proceeds from the tax sale of the Property. [Amended Complaint, Exhibit A: Deed]. But the dispute extends beyond the Surplus itself. The extra-statutory requirements imposed below threaten the validity and practical utility of assignments and powers of attorney on which individuals and businesses routinely rely. It also ignores the self-authentication rule of evidence. *See* Rule 902(8), SCRE (“Acknowledged Documents. Documents accompanied by a certificate of acknowledgment executed in the manner provided by law by a notary public or other officer authorized by law to take acknowledgments.”).

As it stands now, the Master-in Equity’s decision permits county officials to disregard validly executed assignments and limited power of attorneys. It also permits a court, *sua sponte*, to expand the scope of a proceeding even though Respondent did not challenge the stated basis and reasons for Mr. Crowder’s appearance and testimony at the hearing. As a result, this presents a straightforward question on appeal: whether a county official may refuse to recognize a legally effective and valid assignment and limited power of attorney and, on that basis, retain funds to which a county has no lawful right to maintain.

Appellant satisfied every statutory and procedural requirement necessary to establish its authority to act on behalf of Mr. Crowder, the assignor, and to receive the Surplus. Rather than honoring those rights, Respondent and the Master-in-Equity imposed requirements found nowhere in the governing statutes and refused to recognize Appellant’s valid Assignment and LPOA. The practical effect of this decision is to permit Respondent to retain funds it is not legally entitled to keep while denying effect to otherwise valid private transactions.

A county possesses only those powers granted by law and may not create additional barriers to private agreements that satisfy governing legal standards. *See* S.C. Code Ann. § 4-9-25; Atty. Gen. Op. No. 79 (Nov. 15, 2016); *see also City of N. Charleston v. Harper*, 306 S.C. 153, 157, 410 S.E.2d 569, 571 (1991). By refusing to recognize Appellant’s rights under the Assignment and LPOA, Respondent exceeded its lawful authority and interfered with Appellant’s established

contractual and property rights. *City of N. Charleston v. Harper*, 306 S.C. at 157, 410 S.E.2d at 571 (“A local government may not forbid what the legislature expressly has licensed, authorized, or required.”) (citing *City of Charleston v. Jenkins*, 243 S.C. 205, 211, 133 S.E.2d 242, 244 (1963)). The Master-in-Equity’s decision also frustrates Appellant, a duly authorized and licensed South Carolina business, to conduct lawful business within the State of South Carolina.

Respondent has repeatedly acknowledged that unclaimed or undistributed surplus proceeds ultimately escheat to the County. Its position therefore creates an impermissible financial incentive to deny valid claims and a conflict of interest. Respondent’s position is tantamount to admission of their own deficiencies in its operating budget, but that concern provides no legal basis for retaining the Surplus that belongs to Mr. Crowder or Appellant, his lawful assignee. Any budgetary shortfall must be addressed through the legislative and appropriations process, not through an after-the-fact effort to convert surplus proceeds into general operating revenue.

The Greenville County Council, not Respondent acting through the retention of surplus funds, is the County’s responsible fiscal body. *See* S.C. Code Ann. § 4-9-140. And “[t]he General Assembly has the duty and authority to appropriate money as necessary for the operation of the agencies of government and has the right to specify the conditions under which the appropriated monies shall be spent.” *Edwards v. State*, 383 S.C. 82, 90, 678 S.E.2d 412, 416 (2009). The South Carolina Supreme Court has likewise held that an administrative body violates separation-of-powers principles when it substitutes its own policy judgment for a funding decision made by the General Assembly. *See Hampton v. Haley*, 403 S.C. 395, 403, 743 S.E.2d 258, 262 (2013).

If the County considers its operating budget inadequate, it must pursue relief through the

lawful budgetary and legislative processes. It may not remedy that concern by refusing to honor Appellant's valid Assignment and LPOA or by retaining surplus proceeds to which it has no lawful entitlement. The Master-in-Equity's decision below should therefore be reversed.

I. The Master-In-Equity erred by exceeding the limited scope of the June 16, 2026 hearing.

The Master-in-Equity erred when it permitted questioning that exceeded both (1) the scope of his prior orders and (2) the parties agreed upon, limited purpose of confirming Mr. Crowder's identity and execution of the assignment.

Procedural due process requires notice of the issues a court will consider and a meaningful opportunity to be heard. *Murdock v. Murdock*, 338 S.C. 322, 333, 334, 526 S.E.2d 241, 248 (1999), *South Carolina Dep't of Social Servs. v. Beeks*, 325 S.C. 243, 246, 481 S.E.2d 703, 705 (1997). A court acts outside the scope of due process when it adjudicates an issue that was not identified as a subject of the hearing. *Murdock*, 338 S.C. at 334, 526 S.E.2d at 248. That is what occurred here.

After Mr. Crowder failed to appear at the March 25, 2026 hearing, the Master-in-Equity ruled, over Appellant's objections, that he must attend the next hearing. The April 2, 2026, written order, reaffirmed on April 21, 2026, defined the limited purpose of his attendance: to confirm his identity and his execution of the documents at issue. That limitation was consistent with Respondent's own representation that it only "would like reasonable assurances that [Mr.] Crowder is Mr. Crowder, and that he did sign the assignment that they are proffering. [Tr. 3/25/26 at p. 17, lines 9-12].

To emphasize, in the written order, the Master-in-Equity specifically provided:

Therefore, the Court orders Plaintiff's counsel subpoena Mr. Crowder to appear at the next hearing for the limited purpose of and verifying i) his identity and ii) that he assigned the rights to the Plaintiff. As such, this hearing is continued so that Plaintiff's counsel may subpoena Mr. Crowder to attend the next hearing for the reasons stated above.

[4/2/26 Order]. However, when Mr. Crowder appeared on June 16, the hearing did not remain within those boundaries. Respondent and the Master-in-Equity questioned him about numerous matters unrelated to whether he was, in fact, Mr. Crowder and whether he signed the Assignment and LPOA. The examination therefore expanded beyond the two discrete issues identified in the April orders.

The Master-in-Equity's authority to control the admission of evidence did not permit the court to disregard the scope it had established. A Master-in-Equity abuses his discretion when he "commits an error of law, makes a factual finding that lacks evidentiary support, or fails to exercise any of its vested discretion." *Flowers*, 436 S.C. at, 286, 871 S.E.2d at 607; *see also J & W Corp. of Greenwood v. Broad Creek Marina of Hilton Head, LLC*, 441 S.C. 642, 679, 896 S.E.2d 328, 348 (Ct. App. 2023). The South Carolina Rules of Evidence apply to proceedings before masters-in-equity. *See* Rule 1101, SCRE. Here, the error was allowing the hearing and Mr. Crowder's subpoenaed testimony to expand beyond the limited purpose for which he had been compelled to appear and for which Appellant had prepared.

Appellant preserved the issue. Throughout the June 16 hearing, Appellant repeatedly objected that the questioning exceeded the court-ordered scope and was irrelevant to the limited purpose of Mr. Crowder's appearance. Rule 103 of the South Carolina Rules of Evidence requires a timely objection stating the specific ground when that ground is not otherwise apparent from the context. *See* Rule 103, SCRE. An objection preserves the issue when it informs the court of the

point being urged. *See generally* *Busillo v. City of N. Charleston*, 404 S.C. 604, 607, 745 S.E.2d 142, 144 (Ct. App. 2013); *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) (stating “an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review”); *Armstrong v. Collins*, 366 S.C. 204, 225, 621 S.E.2d 368, 378 (Ct. App. 2005) (stating “[b]ecause this argument was not presented to the trial court. . . . the matter is not preserved and we decline to address it”). Appellant’s objections did precisely that because they identified both the prior orders establishing the permissible scope and the specific ground on which the challenged questions exceeded it.

The order nevertheless did not address those objections or determine whether Respondent and the Master-in-Equity’s examination remained within the boundaries established by the April orders. When a party raises an issue but the Master-in-Equity does not rule on it, the party must seek an altered or amended judgment to preserve the issue for appellate review. *I’On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000). Appellant accordingly requested the Master-in-Equity amend its order to reflect the objections and decide the scope issue. A properly raised post-trial motion “is sufficient” to preserve an issue even if the court again fails to rule expressly upon it. *Re Wildlife Extractors, LLC v. Ludy*, 435 S.C. 690, 705, 869 S.E.2d 859, 867 (Ct. App. 2022). Because the June 16 questioning exceeded the limited purpose set by the court’s own orders and the parties’ stated understanding, the Master-in-Equity erred.

The error was prejudicial. Appellant prepared for the limited inquiry authorized by the April orders. Based on the plain language of those orders, Appellant had no reason to believe that the hearing would exceed to scope of verifying Mr. Crowder’s identify and confirming he executed the Assignment. “The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner.” *Beeks*, 325 S.C. at 246, 481 S.E.2d at 705.

Reversal based on the admission of evidence requires both error and resulting prejudice. *J & W Corp.*, 441 S.C. at 679, 896 S.E.2d at 348. Both are present here. Respondent sought only reasonable assurances concerning Mr. Crowder’s identity and that he executed the Assignment. Consistent with that narrow request, the April orders indicated Mr. Crowder’s presence was necessary for the “limited purpose of verifying i) his identity and ii) that he assigned the rights to the Plaintiff.” [4/2/26 Order ¶ 12-13]. Yet, the Master-in-Equity erroneously permitted questioning that went beyond that defined purpose and extended into areas including, among other things, Mr. Crowder’s underlying private contract with Appellant, the unappealed and unchallenged Probate Order, and whether Appellant advised Mr. Crowder of his right to seek independent counsel. Thus, the hearing became materially broader than the proceeding for which Appellant had prepared.

Because the Master-in-Equity permitted questioning beyond the limited purpose established in the April orders, it deprived Appellant of a fair opportunity to prepare and present responsive evidence. *See generally Cameron & Barkley Co. v. S.C. Procurement Rev. Panel*, 317 S.C. 437, 441, 454 S.E.2d 892, 894 (1995) (finding prejudice and a violation of due process rights when the appellant had no notice the administrative body would be considering issues upon which it based its decision). Here, Appellant’s substantial rights cannot be disregarded as harmless. *See* Rule 61, SCRPC (“No error in either the admission or the exclusion of evidence and no error or defect in any ruling or order . . . is ground . . . vacating, modifying or otherwise disturbing a . . . order, unless refusal to take such action appears to the court inconsistent with substantial justice.”).

Accordingly, this court should hold the Master-in-Equity erred by permitting and relying upon an examination of Mr. Crowder that exceeded the limited scope authorized by the April 2 and April 21 orders.

II. The Court's holding that Respondent's Role is not Ministerial Exceeds the Authority granted by S.C. Code Ann. § 12-51-130.

The Master-In-Equity held that, when presented with an assignment of tax-sale overage proceeds, the County must determine whether the assignment was entered according to law, including whether the assignment is valid. It further held that the County's role is not ministerial. That construction exceeds the authority granted by S.C. Code Ann. § 12-51-130 and should be reversed.

A. The Plain Language of S.C. Code Ann. § 12-51-130 of the South Carolina Code Establishes a Ministerial Payment Duty.

The cardinal rule of statutory construction is to ascertain and effectuate legislative intent. *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 412-13, 526 S.E.2d 716, 719 (2000). When statutory language is plain and unambiguous, a court must apply its plain meaning and may not impose another meaning. *See Durham v. United Cos. Fin. Corp.*, 331 S.C. 600, 604, 503 S.E.2d 465, 468 (1998) (citing *Mid-State Auto Auction of Lexington, Inc. v. Altman*, 324 S.C. 65, 69, 476 S.E.2d 690, 692 (1998)). *Buist v. Huggins*, 367 S.C. 268, 276, 625 S.E.2d 636, 640 (2006); *Key Corp. Capital, Inc. v. Cty. Of Beaufort*, 371 S.C. 55, 59, 644 S.E.2d 675, 677 (2007); *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000) (quoting Norman J. Singer, *Sutherland Statutory Construction* § 46.03 at 94 (5th ed. 1992) ("What a legislature says in the text of a statute is considered the best evidence of the legislative intent or will. Therefore, the courts are bound to give effect to the expressed intent of the legislature"); *State v. Corey D.*, 339 S.C. 107, 120, 529 S.E.2d 20, 27 (2000) ("[I]t is beyond the Court's power to effect change in the statutes enacted by the Legislature"); *Keyserling v. Beasley*, 322 S.C. 83, 86, 470 S.E.2d 100, 101 (1996) (stating this court does "not sit as a super legislature to second guess the wisdom or folly of decisions of the General Assembly"). In interpreting a statute, words must be given their plain and ordinary

meaning without resorting to subtle or forced construction to limit or expand the statute's operation. *Id.* (citing *Rowe v. Hyatt*, 321 S.C. 366, 369, 468 S.E.2d 649, 650 (1996)); *see also Hodges*, 341 S.C. at 85, 533 S.E.2d at 581 (“Under the plain meaning rule, it is not the court’s place to change the meaning of a clear and unambiguous statute”).

Section 12-51-130 of the South Carolina Code provides that “[a]ny remaining overage belongs to the owner of record immediately before the end of the redemption period to be claimed or assigned according to law,” and that “[t]hose sums are payable ninety days after execution of the deed unless a judicial action is instituted during that time by another claimant.” The statute is precise in what it commands and precise with what it omits. It defines both entitlement and timing. The overage belongs to the identified owner or that owner’s assignee, and the funds become payable after ninety days unless another claimant timely institutes a judicial action. Nothing in that statutory framework directs Respondent to investigate the circumstances surrounding an assignment, evaluate the adequacy of consideration, determine whether the assignor understood the transaction, or adjudicate contractual defenses.

The duties of public officials are generally classified as ministerial or discretionary (or quasi-judicial). *See Redmond v. Lexington Cnty. Sch. Dist. No. Four*, 314 S.C. 431, 437-38, 445 S.E.2d 441, 445 (1994). The duty is ministerial when it is absolute, certain, and imperative, involving merely the execution of a specific duty arising from fixed and designated facts. *Redmond*, 314 S.C. at 437-38, 445 S.E.2d at 445. It is ministerial if it is defined by law with such precision as to leave nothing to the exercise of discretion. *Id.*

Section 12-51-130 satisfies that standard. Once the statute’s designated conditions are met, Respondent must disburse the overage to the statutorily entitled claimant. The Master-in-Equity’s contrary construction converts a defined payment obligation into a discretionary adjudicative

process. Under the order, Respondent may withhold payment whenever it questions the validity of an assignment—even when no other claimant has instituted the judicial action identified by the statute. The statutory text does not confer that discretion. Moreover, Rule 902(8), this State’s self-authentication rule, expressly states: “*Extrinsic evidence of authenticity as a condition precedent to admissibility is not required* with . . . [d]ocuments accompanied by a certificate of acknowledgment executed in the manner provided by law by a notary public” (emphasis added). Accordingly, this court should reverse and direct the Master-in-Equity to instruct Respondent that once a valid, executed Assignment that meets the legal requirements of Rule 902(8), SCRE is presented for a claim to the funds under S.C. Code Ann. § 12-51-130, Respondent has no discretion to deny the claim.

B. The Phrase “Assigned According to Law” Does Not Confer Adjudicative Authority on the County.

The Master-in-Equity erred when it treated the phrase “assigned according to law” as an affirmative grant of authority for him and Respondent to *sua sponte* investigate and decide whether an assignment is legally enforceable. The phrase identifies how the owner’s claim may be transferred, and it does not designate Respondent or the Master-in-Equity with the authority to adjudicate disputes about that transfer.

South Carolina recognizes an assignment as the transfer of all or part of an assignor’s property, interest, or rights. An assignment requires an assignor, an assignee, and a transfer of control over the thing assigned. *Moore v. Weinberg*, 373 S.C. 209, 219, 644 S.E.2d 740, 745 (Ct. App. 2007). “An assignment of a right is a manifestation of the assignor’s intention to transfer it by virtue of which the assignor’s right to performance by the obligor is extinguished in whole or in part and the assignee acquires a right to such performance.” *Moore*, 373 S.C. at 219-20, 644 S.E.2d at 745 (quoting Restatement (Second) of Contracts § 317(1) (1981)). “South Carolina

jurisprudence has long recognized that a chose in action can be validly assigned in either law or equity.” *Moore*, 373 S.C. at 219-20, 644 S.E.2d at 745 (citing *Slater Corp. v. South Carolina Tax Com.*, 280 S.C. 584, 587, 314 S.E.2d 31, 33 (1984)).

Here, Mr. Crowder executed a document entitled Transfer and Assignment of Tax Sale Overage Proceeds, *supra* Assignment, transferring the overage claim to Appellant. Respondent was presented with the Assignment of Appellant’s right to receive the Surplus. Whether Mr. Crowder or some other person could assert a personal defense to the Assignment is distinct from whether S.C. Code Ann. § 12-51-130 authorizes Respondent to adjudicate such a defense that has not been raised by the contracting parties before disbursing the Surplus.

Section 12-51-130 of the South Carolina Code contains no investigative procedure, hearing requirement, evidentiary standard, or administrative-review mechanism governing assignments. It does not authorize Respondent or a court to receive testimony, weigh credibility, resolve disputed facts, or declare a private assignment unenforceable. Had the South Carolina General Assembly intended to confer such authority, it would have expressly included that power in the statutory text. Its omission demonstrates that no such authority was intended. Therefore, the Master-in-Equity erred when it inferred and bestowed a substantial governmental power from a statute that does not grant it.

The South Carolina Supreme Court has rejected comparable efforts by administrative bodies to expand their authority beyond statutory limits. In *Hitachi Data Systems Corp. v. Leatherman*, the South Carolina Supreme Court affirmed that an administrative review body lacked authority to initiate an investigative hearing when the governing statute authorized review but did not provide for the independent investigation the body attempted to conduct. 309 S.C. 174, 179, 420 S.E.2d 843, 846 (1992). More recently, the South Carolina Supreme Court rejected an

attempt by the South Carolina Board of Financial Institutions (“the Board”) to assert regulatory authority over corporate entities that “help people navigate the probate process by serving as personal representatives of estates, conservators, guardians, and attorneys in fact under powers of attorney.” *S.C. Bd. of Fin. Institutions v. CDM Corp., Inc.*, 448 S.C. 160,163, 932 S.E.2d 907, 908 (2026), *reh’g denied* (Aug. 4, 2026). In that case, the Board sought to gain regulatory control over any company, like the petitioners in that case, who regularly act as personal representatives of estates, conservators, guardians, and attorneys in fact, by expanding the definition of “trust business” to make these activities subject to the Board’s authority. The Supreme Court held “that Petitioners’ service as a personal representative, guardian, conservator or attorney in fact does *not* constitute conducting a “trust business” within the meaning of § 34-21-10.” *Id.* (emphasis added). In other words, the South Carolina Supreme Court denied the Board’s attempt to assert a regulatory power that it was not given by its controlling statutes. Likewise, this court should deny Respondent an investigative, regulatory authority it does not have, and which S.C. Code Ann. § 12-51-130 does not confer. Particularly in a context where Respondent is not a disinterested party, but one who stands to gain financially from denied surplus claims. Thus, this court should reverse.

C. The Statute Assigns Disputed Claims Between Claimants to the Courts, Not a Tax Collector.

Section 12-51-130 of the South Carolina Code expressly addresses the circumstance in which another person claims entitlement to the overage. The funds are payable after ninety days unless another claimant institutes a judicial action during that period. *See* S.C. Code Ann. § 12-51-130; *see also United Cmty. Bank v. Jones*, 2019-CP-26-03927 (Aug 19, 2019) (2019 S.C. C.P. Lexis 4667) (“Although immediately preceding the end of the redemption period, Defendants [] were the owners of the Property, Defendants [], have consented to the Overage Funds being turned over to Plaintiff and Plaintiff is entitled to the Overage Funds pursuant to Defendants [] failure to

pay the taxes as required under the mortgage. Therefore, Plaintiff is entitled to the Overage Funds.”).

This provision of the statute identifies the process for resolving a competing claim, but it does not authorize Respondent or the courts to create a dispute, act on behalf of a potential claimant, or withhold payment based on any of its own pre-conceived or created concerns.

The Master-in-Equity’s construction displaces that express procedure, and instead permits Respondent to withhold payment based on its own view of an assignment even though no other claimant instituted the judicial action specified in the statute.

The South Carolina General Assembly’s treatment of other tax-sale matters confirms that it knows how to grant discretionary authority expressly. For example, S.C. Code Ann. § 12-51-150 provides that, before a tax title passes, the official in charge of the sale may void it upon discovering that a required action was not properly performed. Here, S.C. Code Ann. § 12-51-130 contains no comparable authorization allowing the Tax Collector to invalidate or disregard an assignment. The omission matters because courts may not expand an unambiguous statute beyond its enacted terms. *See generally Hudson v. Lancaster Convalescent Ctr.*, 407 S.C. 112, 122, 754 S.E.2d 486, 491 (2014) (“What a legislature says in the text of a statute is considered the best evidence of the legislative intent or will. Therefore, the courts are bound to give effect to the expressed intent of the legislature. Under the plain meaning rule, it is not the court’s place to change the meaning of a clear and unambiguous statute. When a statute’s language is plain and unambiguous, and conveys a clear and definite meaning, the rules of statutory interpretation are not needed, and this court has no right to impose another meaning.” (quoting another source and internal citations omitted)).

For these reasons, the Master-in-Equity erred in interpreting the statute to allow Respondent to unilaterally withhold payment based on its own determination of an assignment’s

validity. Nothing in the statute's text suggests that the General Assembly intended to vest Respondent with such authority. Had the General Assembly intended to confer that power, it would have expressly included it in the statutory language. Accordingly, this court should reverse.

D. The Order Improperly Converts Verification of a Claim Into Adjudication of Private Contract Defenses.

Appellant does not contend that Respondent must pay anyone who merely asserts an entitlement to an overage. Rather, Respondent may verify the fixed facts identified by the statute, including the existence of the overage, the identity of the owner of record, the presentation of an assignment, the execution of the deed, the expiration of ninety days, and whether another claimant timely instituted a judicial action. *See* S.C. Code Ann. § 12-51-130.

That verification does not authorize Respondent to adjudicate the legal enforceability of the underlying assignment. A ministerial act may depend on confirmation that designated facts exist. *See Redmond*, 314 S.C. at 437-38, 445 S.E.2d at 445. It becomes discretionary when the official must weigh competing considerations and decide how or whether the act should be performed. *See generally Niver v. S.C. Dep't Highways & Public Transp.*, 302 S.C. 461, 464, 395 S.E.2d 728, 730 (Ct. App. 1990); *cf. Long v. Seabrook*, 260 S.C. 562, 568, 197 S.E.2d 659, 662 (1973) (providing a ministerial duty as distinguished from a quasi-judicial duty is a duty that is absolute, certain, and imperative and involves merely execution of a specific duty arising from fixed and designated facts).

Here, the order authorizes Respondent to examine the educational background, understanding of the transaction, communications with Appellant, and separate contractual arrangement. Those matters concern potential challenges to the Assignment between Appellant and Mr. Crowder, not Respondent or the courts. In addition, none of these are listed as considerations in the obligations set forth in S.C. Code Ann. § 12-51-130.

Rather, the Assignment transferred Mr. Crowder's asserted right to the overage to Appellant. Section 12-51-130 of the South Carolina Code established the scope of the right assigned, but it does not authorize Respondent with the authority to identify, develop, and adjudicate unasserted defenses on another person's behalf. In addition, South Carolina case law recognizes the that an assignee may acquire the assignor's right to collect a statutory payment, subject to defenses that could be asserted against the assignor. *See generally Moore*, 373 S.C. at 219-20, 644 S.E.2d at 745; *Slater*, 280 S.C. at 587, 314 S.E.2d at 31. For these reasons, this court should reverse.

E. The County's Public-Protection Rationale Cannot Supply Authority the Statute Withholds.

The County and the Master-in-Equity may contend that each have a responsibility to investigate assignments to protect owners, heirs, or other potential claimants. However, S.C. Code S.C. Code Ann. § 12-51-130 already addresses competing claims by allowing another claimant to institute a judicial action before the payment deadline, and it assigns the adjudication of a competing claim to a court. *See also United Cmty. Bank v. Jones*, 2019 S.C. C.P. LEXIS 4667, 4 (2019). In addition, the statue does not permit Respondent or the courts with the authority to add terms for statutory compliance or create an investigative process. In essence, the Master-in-Equity erroneously added an investigative and quasi-judicial function that the General Assembly did not place in S.C. Code Ann. § 12-51-130.

III. The Master-in-Equity erred in refusing to enforce the Assignment and LPOA because Mr. Crowder's testimony, considered as a whole, established he knowingly and voluntarily executed the documents.

South Carolina does not permit a signatory to avoid a written agreement merely because he did not understand every legal consequence. Mr. Crowder's testimony established (1) he knowingly and voluntarily executed the Assignment and LPOA, (2) he made a deliberate decision

in doing so, and (3) his limited education did not overcome his testimony establishing he understood the arrangement. Therefore, the Master-in-Equity erred in refusing to enforce the Assignment and LPOA and this court should reverse.

“A person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it.” *Regions Bank v. Schmauch*, 354 S.C. 648, 663, 582 S.E.2d 432, 440 (Ct. App. 2003) (citations omitted). “A person signing a document is responsible for reading the document and making sure of its contents.” *Regions Bank*, 354 S.C. at 663, 582 S.E.2d at 440. “Every contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it.” *Id.*

Indeed, “South Carolina case law is replete with cases finding a party’s failure to read a contract does not vitiate the contract or that party’s obligations under it.” *May v. May*, 428 S.C. 131, 139, 833 S.E.2d 78, 82 (Ct. App. 2019). “This rule is subject to the exception that if the party is ignorant and unwary, his failure to read the document may be excused.” *Burwell v. S.C. Nat. Bank*, 288 S.C. 34, 40, 340 S.E.2d 786, 789-90 (1986) (citing *Thomas v. American Workman*, 197 S.C. 178, 182 14 S.E.2d 886, 887, 136 A.L.R. 1, (1941)). This exception is, however, very strictly interpreted by South Carolina courts. *Burwell*, 288 S.C. at 40, 340 S.E.2d at 789-90. “In determining whether a party can be classified as ignorant and unwary, an individual’s education, business experience and intelligence are all considered.” *Id.*

This case does not rest solely on whether Mr. Crowder’s education permitted him to understand the documents without assistance. His own testimony established that he reviewed the documents, discussed them with family members, had no unanswered questions, and voluntarily signed them.

Nor does a party’s failure to appreciate every legal implication of an agreement establish a

basis for avoiding it. A unilateral mistake supports rescission only when induced by fraud, deceit, misrepresentation, concealment, or imposition without negligence by the party seeking rescission, or when extraordinary circumstances would make enforcement a great wrong. *See State Farm Mut. Auto. Ins. Co. v. Turner*, 303 S.C. 99, 101, 399 S.E.2d 22, 23 (Ct. App. 1990).

The order did not identify testimony establishing those circumstances. Instead, it relied principally on Mr. Crowder's statements that Appellant did not explain every legal consequence of the Assignment and LPOA. That testimony did not negate his separate and unequivocal testimony that he understood the transaction's essential nature and voluntarily accepted it. Rather, Mr. Crowder's testimony established a knowing and voluntary execution. Mr. Crowder testified that Appellant informed him he could pursue the Surplus himself if he wished. [6/16/26 Tr. at p. 15, lines 7-17]. He understood that being a customer of Appellant was a choice, not a condition imposed upon him. Mr. Crowder further testified that he reviewed the Assignment and LPOA with his wife and mother-in-law before signing them. [6/16/26 Tr. at p. 21, 23]. He had no unanswered questions about the documents and voluntarily executed both instruments. [*Id.*]. He also acknowledged that he reviewed the documents before signing, understood that he was assigning rights to Appellant, and did not believe consulting an attorney was necessary before he executed them. [*Id.* at p. 22]. That testimony addressed the central questions directly. Mr. Crowder knew he had the option to proceed without Appellant, reviewed and discussed the documents before signing, understood that he was assigning rights, had no unanswered questions, and signed voluntarily. His inability to articulate every legal consequence did not nullify that testimony.

Nevertheless, the Master-in-Equity isolated Mr. Crowder's statements that Appellant did not explain every legal consequence of the documents, which improperly elevated a lack of legal sophistication over Mr. Crowder's testimony concerning what he actually knew and chose to work

with Appellant. Thus, the relevant testimony, considered in its entirety, shows an informed decision to accept Appellant's assistance on agreed terms; it did not demonstrate an unknowing execution of documents that Mr. Crowder failed to understand.

Mr. Crowder's remaining testimony reinforces the voluntary nature of his decision. First, neither Respondent nor any other governmental entity informed him that the Surplus existed. Second, no one other than Appellant advised him of his potential entitlement, explained how to recover it, or assisted him in pursuing a claim. [6/16/26 Tr. at p. 26, 32]. Third, Mr. Crowder first learned of the Surplus through Appellant. [*Id.* at p. 14, lines 4-8]. Fourth, Mr. Crowder testified that his belief concerning the need for counsel predated Appellant's involvement. [*Id.* at p. 33]. According to Mr. Crowder, an employee of Respondent or a probate court employee advised him that he would need an attorney to open an estate and pursue the funds. [*Id.*]. Fifth, he could not afford to hire an attorney. [*Id.*]. Thus, Mr. Crowder's belief that legal assistance would be necessary did not originate with Appellant. More importantly, his testimony shows why Appellant's proposal had value to him. Mr. Crowder lacked the knowledge and financial means to undertake probate proceedings himself. [*Id.* at p. 26, lines 15-25, p. 27, lines 1-8]. Appellant arranged for counsel to assist with probate; Mr. Crowder incurred no out-of-pocket attorney's fees or probate expenses, and he obtained the Probate Order for payment or delivery of the Surplus. [*Id.* at p. 16, lines 5-24]. Mr. Crowder also understood the economic risk of the arrangement and chose Appellant's assistance because he lacked the resources, knowledge, and inclination to pursue the Surplus independently. In exchange, he accepted that fees and costs could reduce his potential recovery. The Master-in-Equity focused on isolated statements about unexplained legal consequences and disregarded the testimony establishing that practical and deliberate choice. Mr. Crowder's educational background was relevant, but it could not be treated as dispositive while his testimony

demonstrated an actual understanding that was disregarded by the Master-in-Equity.

Here, Mr. Crowder did not testify merely that he signed unread documents placed before him. He testified that he reviewed them, discussed them with his wife and mother-in-law, had no unanswered questions, understood that he was assigning rights to Appellant, and signed voluntarily. [6/16/26 Tr. at p. 21-23]. He also understood the arrangement's practical consequences: Appellant would undertake a process he could not afford or navigate himself. [*Id.* at p. 16, 26-29].

The Master-in-Equity erred when it treated Mr. Crowder's limited education as negating his direct testimony concerning what he understood and intended. Any lack of legal sophistication is not the same as lack of assent, and here, Mr. Crowder's testimony was unequivocal: he knowingly chose to work with Appellant.

By failing to address these critical portions of Mr. Crowder's testimony, the Master-in-Equity presented an incomplete and distorted account of the circumstances surrounding the execution of the Assignment and LPOA. The record, when viewed in its entirety, demonstrates that Mr. Crowder voluntarily executed the documents. Considering Mr. Crowder's testimony as a whole, it establishes that he was informed he (1) could pursue the Surplus himself; (2) reviewed and discussed the Assignment and LPOA; (3) had no unanswered questions; (4) understood that he was assigning rights to Appellant; (5) voluntarily executed the documents; and (6) knowingly accepted the possibility that fees and costs could substantially reduce his recovery.

The contrary testimony identified by the Master-in-Equity showed, at most, that Mr. Crowder did not understand every legal implication of the documents. It did not establish the circumstances required to relieve a signatory from a written agreement, and it did not overcome his testimony demonstrating knowledge, choice, and voluntary assent. For these reasons, this court

should reverse the Master-in-Equity's refusal to enforce the Assignment and LPOA and remand for further proceedings consistent with their enforceability.

IV. The Master-in-Equity erred when he found Appellant had a duty to advise Mr. Crowder that he could (1) claim the Surplus without an attorney, (2) claim the Surplus without Appellant's assistance, and (3) seek independent legal counsel before assigning his rights to the Surplus.

The Master-in-Equity erroneously expressed concerns that Appellant did not advise Mr. Crowder that he could claim the Surplus without an attorney or Appellant's assistance. However, that concern provides no legal basis for refusing to enforce the Assignment and LPOA.

No constitutional, common-law rule, or statute imposes a duty on one party to a contract to advise the other party to a contract that he may consult counsel before signing an agreement. South Carolina law places responsibility on a contracting party to read an agreement, ascertain its contents, and exercise reasonable care to protect his own interests. *See generally Regions Bank*, 354 S.C. at 663, 582 S.E.2d at 440. Indeed, "the law does not impose a duty to explain a document's contents to an individual when the individual can learn the contents from simply reading the document." *Towles v. United HealthCare Corp.*, 338 S.C. 29, 39, 524 S.E.2d 839, 845 (Ct. App. 1999). Here, Mr. Crowder's undisputed testimony established he read, reviewed and discussed the documents for signing them. Thus, the Master-in-Equity erroneously imposed an advisory duty unsupported by South Carolina Law.

A failure to disclose becomes actionable only when the party possessing the information had a duty to disclose it. *Cf. Ellie, Inc. v. Miccichi*, 358 S.C. 78, 101, 594 S.E.2d 485, 497 (Ct. App. 2004). Moreover, in *Ex parte Dibble*, 279 S.C. 592, 597 310 S.E.2d 440, 443 (Ct. App. 1983), this court acknowledged that an indigent civil litigant did not enjoy a right to counsel as a matter of law.

Here, nothing required Appellant to advise Mr. Crowder that he could pursue the Surplus without counsel or Appellant's assistance. The Assignment and LPOA disclosed their purposes. Mr. Crowder acknowledged that he reviewed the documents before signing them, understood that he was assigning rights to Appellant, and did not believe it was necessary to consult an attorney before signing. [6/16/26 Tr. At p. 22, lines 20-23]. South Carolina law did not require Appellant to provide additional legal advice concerning matters reflected in the documents themselves.

V. The Master-in-Equity erred in failing to make findings regarding the probate court proceedings.

The Master-in-Equity erred in refusing to address Appellant's argument regarding the probate court's exclusive jurisdiction and other limitations. The Greenville County Probate Court had exclusive jurisdiction to determine Decedent's heirs pursuant to S.C. Code Ann. § 62-1-302(a)(1) when Mr. Crowder filed his affidavit for collection of personal property pursuant to small estate proceeding. ("To the full extent permitted by the Constitution, and except as otherwise specifically provided, the probate court has exclusive original jurisdiction over all subject matter related to: (1) estates of decedents . . . determination of property in which the estate of a decedent or a protected person has an interest, and determination of heirs and successors of decedents"). The Probate Court's October 12, 2023, order constituted a final adjudication of Mr. Crowder's entitlement to the Surplus. Under S.C. Code Ann. § 62-1-308, any challenge to that determination was required to be raised through a direct appeal to the circuit court. Here, nothing has altered the probate court's determination and the order became final and is entitled to res judicata, and collateral-estoppel, and law of the case. *See generally Judy v. Judy*, 393 S.C. 160, 172, 712 S.E.2d 408, 414 (2011) (giving preclusive effect to probate court adjudications and barring relitigation in circuit court); *In re Grossinger's Assocs.*, 184 B.R. 429, 434 (Bankr.S.D.N.Y.1995) ("Closely related to the doctrines of claim and issue preclusion is the doctrine of law of the case, which holds

that a decision on an issue of law made at one stage of a case becomes binding precedent to be followed in subsequent stages of the same litigation.” (quotation marks omitted)). Notwithstanding the Greenville County Probate Court’s Order, those funds remain in Respondent’s possession, which the Master-in-Equity ignored.

VI. The Master-in-Equity’s order denying reconsideration ignored Appellant’s previous challenge to his use of “telephone solicitation” and the finding that Mr. Crowder received a “Telephone Solicitation” is unsupported by the evidence.

The Master-in-Equity found Mr. Crowder received a “telephone solicitation.” [7/9/26 Order at 3]. That finding is unsupported by the evidence. [Order at 3]. Rather, the Master-in-Equity’s use of the term “telephone solicitation” shows it erroneously imposed a legal conclusion for Mr. Crowder’s actual testimony.

In an equitable action tried by a master-in-equity, the appellate court may find facts according to its own view of the preponderance of the evidence and may reverse a factual finding when the appellant shows the finding is against the greater weight of the evidence. *Snow v. Smith*, 416 S.C. 72, 84, 784 S.E.2d 242, 248 (Ct. App. 2016). An appellate court is not bound by the trial court’s legal conclusions. *BB & T of S.C. v. Kidwell*, 350 S.C. 382, 387, 565 S.E.2d 316, 319 (Ct. App. 2002).

Here, Mr. Crowder did not testify that he received a “solicitation,” or use any similar language. Instead, Mr. Crowder testified that Asset Recovery informed him that the Surplus existed and advised him that he could recover those funds himself or with its assistance. [6/16/26 Tr. at p. 15, lines 7-17]. His testimony did not establish that Appellant represented its services as necessary, pressured him to enter into an agreement, or attempted to induce him into a transaction through the call itself. [*Id.*]. Thus, the Master-in-Equity’s characterization of Mr. Crowder’s testimony is inconsistent with Mr. Crowder’s actual testimony and erroneously suggests Appellant represented itself as necessary to obtain the funds or otherwise engaged in a solicitation as that term is

commonly understood. For these reasons, this court should reverse this finding and direct the Master-in-Equity to accurately reflect the evidence presented. At a minimum, the finding that Mr. Crowder received a “telephone solicitation” should be stricken or revised to reflect his actual testimony, which was that Appellant notified him of the existence of the Surplus.

Conclusion

For these reasons, the Master-in-Equity committed reversible error by denying Appellant’s amended complaint for declaratory judgment and motion to alter or amend judgment in favor of Respondent and refusing find the Assignment and LPOA valid and enforceable. Appellant respectfully request this court reverse the orders and remand the matter with instructions to enter judgment in Appellant’s favor declaring that it is entitled to the relief sought in the amended complaint.

Respectfully Submitted,

s/ Rachel Ferguson

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