

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Roy Williams, Respondent,

v.

Jamma L. W. Bradford, Appellant.

Appellate Case No. 2024-000062

Appeal From Richland County
Joseph M. Strickland, Master-in-Equity

Opinion No. 6169
Submitted September 2, 2026 – Filed October 28, 2026

AFFIRMED

Andrew Sims Radeker, of Radeker Law, P.A., of
Columbia, for Appellant.

Leonard R. Jordan, Jr., of Jordan Law Firm, of Columbia,
for Respondent.

THOMAS, J.: In this action filed by Roy Williams (Respondent) granting a partition of real estate in kind, Jamma L.W. Bradford appeals, arguing the master-in-equity (the master) erred in (1) interpreting a deed; (2) finding Bradford failed to prove her counterclaim; and (3) issuing an order despite lacking subject matter jurisdiction. We affirm.

FACTS

By deed dated April 30, 1979, Lily Mae Jones conveyed a tract of land consisting of 52 acres to Lily Williams (also known as Lillie Williams). Lily Williams died intestate on October 5, 1981, leaving as heirs her husband and six children, who inherited as follows: Frank Williams (husband) $\frac{1}{3}$; Emma Lou Brown Young, Issac Williams, Sr., Respondent, Charles E. Williams, Lillie Mae Jones, and Bradford $\frac{1}{9}$ each. The estate conveyed the subject property to the heirs by deed dated June 16, 1982. After Frank died and other owners transferred shares, Respondent owned $\frac{3}{9}$ and Bradford owned $\frac{5}{9}$ of the property.

The entire property is bisected by Griffins Creek Road (the Road). The largest portion of the entire property is north of the Road. The property in dispute is 5.64 acres south of the Road (the Property).

By deed dated June 27, 1995, Respondent deeded his one-third interest in "that certain portion, piece, parcel or tract of land . . . now containing approximately 42.92 acres" to Emma Lou Brown Young. The deed was not accompanied by a plat, and it used an almost identical legal description as the property conveyed in the June 16, 1982 deed. It also stated it was "the identical property conveyed to [Respondent] from Estate of Lillie L. Williams."

By deed dated March 16, 2016, Young deeded her interest in 26.91 acres on the north side of the Road to Bradford. Another March 16, 2016 deed purported to convey from Young to Bradford her interest in "Tract B being 5.64 acres," which is the Property. A plat prepared for Bradford and Young depicts Tract B as a 5.64 acre lot south of the Road.

Bradford claimed ownership of the entire property, including the Property, arguing that the 1995 deed conveyed all of Respondent's interest in the entire property to Young, and the 2016 deeds transferred all of that interest from Young to Bradford.

Respondent filed this action to partition, claiming Young's ownership in the Property was only her inherited $\frac{1}{9}$ th interest. Thus, he claimed that after the 1995 and 2016 transfers, he retained a $\frac{1}{3}$ rd interest and Bradford retained a $\frac{2}{3}$ rd interest. The matter was referred to the master.

At the hearing before the master, Respondent explained that the property south of the Road was comprised of four lots, three of which he claimed ownership in.¹ Respondent testified he used the property on the south side of the Road for his used car business and Young lived on the north side of the road. Respondent argued the lots south of the Road were not part of the property he deeded to Young in 1995. Respondent testified the 1995 deed represented a gift to Young of the property she was living on north of the Road. He further testified Young hired an attorney, Shell Suber, to draft the deed.² According to Respondent, the deed referenced the northern property as 42.92 acres, which was less than the 52 acres conveyed in the 1982 deed, and it was also less than the 48.76 acres the County referenced for the entire property. Respondent testified it was his intention to convey only his interest in the property on the north side of the Road and "to keep the south side for [his] personal use"

Bradford, who was pro se at the hearing, testified the property was originally approximately 52 acres and about four acres had previously been sold. Bradford stated that at the time of the deed from Respondent to Young, which conveyed 42.92 acres, the entire property was "47 point something acres." Bradford claimed she was told that the transfer in 2016 required two deeds rather than one because the Road divided the properties.

By order filed August 24, 2023, the master found that because the 1995 deed transferred only a portion of the 52-acre lot (or 42.92 acres), the interest that Young conveyed to Bradford in the Property was only her own 1/9 interest, which she inherited from Lily L. Williams. In addition, the master found that despite the lack of a plat with the 1995 conveyance, Respondent's explanation of the use of the Property was compelling in determining the intent of the parties. The master relied on the fact that the acreage cited in the disputed 1995 deed (42.92 acres) was significantly less than both the original acreage (52 acres) and the County's estimate (48.76 acres). The master stated: "The acreage cited in the deed must logically be taken as reflecting an intention by [Respondent] to convey only a portion of, actually much less acreage than, the tract then owned by [Respondent]. Interestingly, the difference between the Assessor's estimate (48.76 acres) and the said cited acreage (42.92) is 5.84 acres, which is quite close to the acreage of the Property (5.64 acres)."

¹ The fourth lot was owned by an unrelated person.

² Suber died prior to the hearing.

The master concluded Respondent owned a 1/3 interest in the Property and Bradford owned a 2/3 interest in the Property; thus, the master partitioned the property in kind. The master also awarded Respondent two-thirds of his attorney's fees, or \$12,500. This appeal followed.

LAW/ANALYSIS

I. INTERPRETATION OF THE DEED

Bradford argues the master erred in interpreting the deed. We disagree.

"A reviewing court determines, as a matter of law, whether the language in a deed is ambiguous. A reviewing court considers questions of law de novo." *Crystal Pines Homeowners Ass'n v. Phillips*, 394 S.C. 527, 533, 716 S.E.2d 682, 685 (Ct. App. 2011) (internal citation omitted). "A [deed] is ambiguous when the terms of the [deed] are reasonably susceptible of more than one interpretation." *S.C. Dep't of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302 (2001). "If the reviewing court determines a deed is ambiguous, it must interpret the deed." *Crystal Pines Homeowners Ass'n*, 394 S.C. at 533, 716 S.E.2d at 685. "In making this determination, the master must consider the language of the entire deed rather than the effect of an 'isolated clause.'" *Edgewater on Broad Creek Owners Ass'n v. Ephesian Ventures, LLC*, 430 S.C. 400, 406, 845 S.E.2d 211, 214 (Ct. App. 2020) (quoting *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 242, 672 S.E.2d 799, 803 (Ct. App. 2009)). In addition, the master may not read words into a deed where a party's intentions were unexpressed. *Id.* at 406–07, 845 S.E.2d at 214.

"When intention is not expressed accurately in the deed evidence *aliunde* may be admitted to supply or explain it. The instrument is not thereby varied or contradicted but is explained or corrected." *Crystal Pines Homeowners Ass'n*, 394 S.C. at 533–34, 716 S.E.2d at 686 (quoting *K & A Acquisition Group, LLC v. Island Pointe, LLC*, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009)). Our supreme court recently explained the following:

In construing a deed, the intention of the grantor must be ascertained and effectuated, unless that intention contravenes some well settled rule of law or public policy. In determining the grantor's intent, the deed must be construed as a whole and effect given to every part if it can be done consistently with the law. When the [deed] is

ambiguous the court may take into consideration the circumstances surrounding its execution in determining the intent.

Bluestein v. Town of Sullivan's Island, 429 S.C. 458, 462–63, 839 S.E.2d 879, 881 (2020) (alteration in original) (citations omitted).

Bradford relies on *Brownlee v. Miller*, 208 S.C. 252, 260, 37 S.E.2d 658, 661 (1946), which states "that boundaries govern acreage and inaccuracies relating to the area of a tract are generally immaterial." In *Brownlee*, the appellants were attempting to set aside a judicial sale of property. *Id.* at 256, 37 S.E.2d at 659. The deed in *Brownlee* described the property as consisting of "(225) acres, more or less." *Id.* at 257, 37 S.E.2d at 660. The actual acreage according to a survey included an additional 77 acres. *Id.* at 260, 37 S.E.2d at 661. The court upheld the sale, based in part on "the legal rights of purchasers at judicial sales." *Id.* at 263–64, 37 S.E.2d 663. The court recognized that the issue in *Brownlee* was not necessarily the disparity in the acreage; rather, it was the alleged inadequacy of the purchase price. *Id.* at 262, 37 S.E.2d at 662.

Here, the issue is the disparity in the acreage, and we find the 1995 deed was ambiguous because it was reasonably susceptible to more than one interpretation. The 1995 deed referenced the 1982 deed, which conveyed 52 acres. However, it also described the conveyance as "that certain portion . . . now containing approximately 42.92 acres." Looking at the intent of the parties to the 1995 deed, we find that because Respondent was continuously using the Property for a business, and Young was living on the northern portion of the property, Respondent's intent was to convey his interest in the northern portion and to retain his interest in the Property. Like the master, we find it notable that "the difference between the Assessor's estimate (48.76 acres) and the said cited acreage (42.92) is 5.84 acres, which is quite close to the acreage of the Property (5.64 acres)."

II. COUNTERCLAIM

Bradford next argues the master erred in finding she failed to prove her counterclaim that Respondent was merely her tenant and he owed her back rent. Based on our finding that Respondent did not convey his interest in the Property, we find no merit to this argument. *See Horne v. Cox*, 237 S.C. 41, 44, 115 S.E.2d 513, 515 (1960) ("[E]ach tenant [in a cotenancy] has the right . . . to possession of the premises held in common and the possession of one is considered the

possession of all. The occupancy of the common property by one of the cotenants is entirely consistent with the existence of the cotenancy . . .").

III. SUBJECT MATTER JURISDICTION

Bradford argues the master lacked subject matter jurisdiction to hear the case because the order of reference was issued by the clerk of court without authority to issue it. We disagree.

Respondent filed and served his complaint on June 2, 2021. Although Bradford filed an answer and counterclaim on July 2, 2021, she failed to serve Respondent with her filings. On September 1, 2021, Respondent filed an affidavit of default accompanied by a proposed order of reference to the master. The order of reference was filed September 7, 2021, and signed by the deputy clerk of court on behalf of the clerk. Respondent thereafter found Bradford's filings in the clerk's file and despite never having been served, "100 percent treated [Bradford] as an answering defendant." The master's final order states Bradford "served an Answer and a Counterclaim."

Bradford argued for the first time in her motion to reconsider that the proposed order of reference incorrectly stated she was in default; thus, Respondent was required to obtain her consent before the matter was referred to the master. Respondent argued that although Bradford contacted the master by letter five times and fully participated in the hearing, at no point did she object to the order of reference. The master denied the motion to reconsider.

The South Carolina Rules of Civil Procedure provide the following:

In an action where the parties consent, in a default case, or an action for foreclosure, some or all of the causes of action in a case may be referred to a master or special referee by order of a circuit judge or the clerk of court. In all other actions, the circuit court may, upon application of any party or upon its own motion, direct a reference of some or all of the causes of action in a case.

Rule 53(b), SCRCP (emphases added).

Bradford argues the master did not have subject matter jurisdiction to hear the case because the clerk of court did not have the authority to issue the order of reference

where the parties did not consent, this was not a foreclosure action, and Bradford was not in default because the master's finding that Bradford served the answer and counterclaim is now law of the case. *See Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case and requires affirmance.").

"Subject matter jurisdiction is the power to hear and determine cases of the general class to which the proceedings in question belong." *Dema v. Tenet Physician Servs.—Hilton Head, Inc.*, 383 S.C. 115, 120, 678 S.E.2d 430, 433 (2009).

"Whether a court has subject matter jurisdiction is a question of law we review de novo." *Deborah Dereede Living Tr. dated Dec. 18, 2013 v. Karp*, 427 S.C. 336, 346, 831 S.E.2d 435, 441 (Ct. App. 2019). "It is well-settled that issues relating to subject matter jurisdiction may[] be raised at any time." *Bardoon Props., NV v. Eidolon Corp.*, 326 S.C. 166, 168, 485 S.E.2d 371, 372 (1997).

Masters "operate only when the circuit courts refer actions to them." Bruce Wallace, *Serving the Master: Challenging the Authority, Power or Jurisdiction of the Master-in-Equity*, S.C. Law., Jan. 2015, at 30. "There is currently some confusion in the decisions of the appellate courts of this state" regarding whether an order of reference confers subject matter jurisdiction." *Id.* at 31–32. "[S]ome Court of Appeals decisions decide appeals under 'subject matter jurisdiction' analysis, while other Court of Appeals and Supreme Court decisions resolve similar challenges on . . . grounds that contradict the law of subject matter jurisdiction." *Id.* at 32.

We find guidance from this court's discussion of the master's subject matter jurisdiction in *Normandy Corp. v. South Carolina Department of Transportation*, 386 S.C. 393, 688 S.E.2d 136 (Ct. App. 2009). The court in *Normandy* cited Rule 53(c), SCRCP, noting that "[o]nce an action is referred, the master possesses all power and authority that a circuit judge sitting without a jury would have in a similar matter." *Id.* at 403, 688 S.E.2d at 142. The court discussed the issue of the master's subject matter jurisdiction in terms of whether the circuit court had subject matter jurisdiction. *Id.* at 403, 688 S.E.2d at 141–42. The court explained that the circuit court had jurisdiction over the subject matter of the action; that "[e]quity courts are considered divisions of the circuit court"; the circuit court may refer "some or all of the causes of action in a case to a master-in-equity"; and "[o]nce an action is referred, the master possesses all power and authority that a circuit judge sitting without a jury would have in a similar matter." *Id.*

Keeping in mind that subject matter jurisdiction may not be waived and may be raised at any time,³ we also find guidance from this court's opinion *Karl Sitte Plumbing Co. v. Darby Development Co. of Columbia*, 295 S.C. 70, 367 S.E.2d 162 (Ct. App. 1988). In *Karl Sitte*, this court found the appellant waived its objection to the reference to the master by participating in the action without objection. *Id.* at 72, 367 S.E.2d 162, 163–64. Because the court in *Karl Sitte* found the issue of the order of reference was waived, it could not have considered it to involve subject matter jurisdiction.

Assuming Bradford's argument raises a question of subject matter jurisdiction, we conclude the order of reference did not deprive the master of subject matter jurisdiction to hear and determine the case because the order referred the entire matter and it was of the general class the circuit court may hear and the master may derivatively entertain. To the extent Bradford's argument implicates a question of judicial authority, the argument is waived as she fully participated without objection in the proceedings before the master.

CONCLUSION

For the foregoing reasons, the order on appeal is

AFFIRMED.⁴

KONDUROS and CURTIS, JJ., concur.

³ See *In re Nov. 4, 2008 Bluffton Town Council Election*, 385 S.C. 632, 637, 686 S.E.2d 683, 686 (2009) ("Issues related to subject matter jurisdiction may be raised at any time. The lack of subject matter jurisdiction may not be waived, even by consent of the parties" (internal citation omitted)).

⁴ We decide this case without oral argument pursuant to Rule 215, SCACR.