

STATE OF SOUTH CAROLINA
COUNTY OF Lexington
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. // CP- 1109

Adelle U. Pope

RECEIVED
via US mail 2-11-14

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

Order Denying Motion for Recon.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

COPY

FILED

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON)	Case No. 2011-CP-32-1109
Adele J. Pope,)	
)	
Plaintiff)	
vs.)	ORDER DENYING DEFENDANT
)	GLORIA P. CORLEY'S MOTION
Gloria P. Corley and Samuel M.)	FOR RECONSIDERATION
Corley, Individually and as)	
Trustee of the M. L. Corley)	
Marital Trust,)	
Defendants.)	
)	

This matter came before me on motion of Defendant Gloria P. Corley ("Mrs. Corley") to reconsider this Court's August 29, 2013 Order Granting Judgment to Plaintiff Adele J. Pope ("Plaintiff"). For the reasons set out below, the Court denies Mrs. Corley's motion and affirms its August 29, 2013 Order Granting Judgment to Plaintiff herein.

Findings of Fact and Conclusions of Law

This action was commenced on March 21, 2011 by the filing and service of a Summons and Complaint. Plaintiff sought to enforce her rights under the fee contract between Plaintiff and Mrs. Corley, dated August 28, 1998 (the "Fee Contract"), for damages caused by Mrs. Corley's breach of the Fee Contract, and for other relief. By Orders dated February 4, 2013 and May 15, 2013, Judge Addy found that the Fee Contract is valid and enforceable and directed that a damages hearing be held.

This Court conducted a damages hearing on July 15, 2013 and issued its order on August 29, 2013, granting Plaintiff judgment against Mrs. Corley in the amount of \$248,673.87, plus daily interest in the amount of \$42.41 from July 15, 2013.

Mrs. Corley moved on September 9, 2013 for reconsideration, arguing that the Court construed the contract at issue without proper pleading or notice to the parties.

After reviewing the previous order and Mrs. Corley's motion, the Court finds that no construction was undertaken or required. The contract at issue is clear and unambiguous, and Plaintiff is entitled to a fee calculated as follows:

ONE-THIRD (1/3) OF ALL GROSS MONIES OR PROPERTY you receive from your husband's Estate or Trust and/or his family in excess of \$7,500 per month (\$90,000 per year) FOR THE REST OF YOUR LIFE OR RECEIVED BY YOUR ESTATE. . . .

Mrs. Corley, citing *Wheeler v. Globe Rutgers Fire Ins. Co. Of N.Y.*, 125 S.C. 320, 325, 118 S.E. 609, 610 (1923), argues that an ambiguity exists in the Fee Contract which requires discovery and further argument. She does not identify any alleged ambiguity or alternative construction. After review of the Fee Contract, this Court's order, and Mrs. Corley's motion, the Court finds that no ambiguity exists.

Because the Fee Contract is unambiguous, no construction is required. *See, e.g., Ellie, Inc. v. Miccichi*, 358 S.C. 78, 93, 594 S.E.2d 485, 493 (Ct. App. 2004) ("If its language is plain, unambiguous, and capable of only one reasonable interpretation, no construction is required and the contract's language determines the instrument's force and effect.") This Court did not undertake to construe the Fee Contract; the August 29, 2013 Order simply applied the plain language of the fee agreement to the undisputed total amount received by Mrs. Corley in 2012.

Mrs. Corley also argues that Plaintiff's complaint herein sought damages only as to the payment due in 2011, and the Court should not have awarded any amount based on the 2012 payments. The Complaint sought a declaration of Plaintiff's continuing rights under

the Fee Contract and other documents and a direction that future payments be properly delivered to her by the Trustee. Plaintiff sought to enforce her contract, and the Court has done so by applying the plain language of the Fee Contract to the payments Mrs. Corley received after this suit was filed.

Rule 8(f), *SCRCP*, requires that "pleadings shall be so construed as to do substantial justice to all parties." At the time of filing, Plaintiff could not have known that Mrs. Corley would receive a \$650,000 lump sum from the Trust in 2012, and neither Plaintiff nor this Court were informed of the 2012 payments in advance. No justice would be done by allowing Mrs. Corley to escape the damages caused by her additional breaches of the Fee Contract during this litigation.

Finally, Mrs. Corley argues that Plaintiff's rights under the Fee Contract are limited by the Agreement Among Successors to Decedent (the "Corley Trust Settlement") which Plaintiff negotiated on Mrs. Corley's behalf during their attorney/client relationship. Later in her motion, Mrs. Corley argues that Plaintiff "is not, and never has been, a real party in interest to the [Corley Trust Settlement]" [emphasis in original.] The Court finds that the Corley Trust Settlement was signed months after the Fee Contract and contains no provisions which purport to limit Plaintiff's rights under the Fee Contract.

After considering Mrs. Corley's motion, the Court finds no reason to reconsider its August 29, 2013 judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant Gloria P. Corley's Motion for Reconsideration of Order Granting Judgment to Plaintiff is **DENIED**.

AND IT IS SO ORDERED.

January 15, 2014

Orangeburg, South Carolina



Edgar W. Dickson