THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

Case No.: 2005-CP-10-4101

The Milton P. Demetre Family Limited Partnership .....Petitioner

v.

Harry Beckmann, III, Patricia P. Beckmann, Annie Ruth Hilton Crowley, Raymond Moody Crowley, Donald William Crowley, Harris L. Crowley, Jr., and Annie Ruth Crowley Atkinson .....Respondents

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PETITIONER'S REPLY

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1. THE COURT OF APPEALS OPINION IS INCORRECT THAT THERE IS LAND ON FOLLY ISLAND THAT NO ONE, NOT EVEN THE STATE, OWNS.

Respondents assert, "All that the Court of Appeals in Demetre II did was rule that the Master had improperly decided who actually owned the property in question, namely the State of South Carolina." (Respondent's Return, p. 4). However, Court of Appeals Opinion No. 5263 ("Opinion")[1] actually finds that nobody owns the subject lots ("Lots")[2] because it makes specific findings that ***none of the possible parties own the Lots***.

The Opinion finds that neither the Town of Folly Beach, the State, Respondents, nor Petitioner ("Demetre") owns the Lots. (Opinion, R. p. 1085) (reciting the finding from *Demetre I* that the Town of Folly Beach's ownership ends at the northeast corner of Lot 205); (Opinion, R. p. 1085) ("As to the findings regarding the necessity of the State as a party, the State or Respondents' interest in the subject property . . . we agree and vacate those portions of the order on appeal."); (Opinion, R. p. 1089) ("We agree with the master's conclusion that Demetre failed in his burden of proving title to Lots 209 and 210.")

Further, the Opinion finds that Demetre's predecessor in interest, Seabrook Jr., except for lots not at issue, inherited the entire Folly Island but, inconsistently, also finds there is evidence to support the Master's finding that Seabrook Jr. believed he did not own the subject lots. (Opinion, R. p. 1076) (". . . The deed conveyed the island to Seabrook [Sr.] . . . Seabrook, Sr., and his wife, Fannie, conveyed Seabrook's property to their son, Edward Seabrook, Jr. through the wills of Seabrook, Sr., who died in 1956, and of Fannie, who died in 1960."); (Opinion, R. p. 1089) ("Furthermore, as to the master's finding that Seabrook, Jr. believed he did not have title, we find evidence in the record to support the master's finding.")

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[1] The Opinion was heard June 2, 2014, filed August 20, 2014, withdrawn, substituted, and refiled November 26, 2014.

[2] The subject Folly Island, South Carolina lots are lots 209 and 210 Indian Avenue East, part of the undeveloped portion of Indian Avenue East, and part of the undeveloped portion of Third Street East.

Respondents continue to trespass on the Lots despite their stipulation at trial to Demetre's record title and their having been ruled against on their claims of Adverse Possession and other affirmative defenses, which they did not appeal. (Stipulation, R. p. 142) ("It is stipulated by and between attorneys for the parties that record title for [Demetre] has been stipulated to."); (Opinion, R. p. 1084) ("The master ruled against Respondents on [their] affirmative defenses.").

Respondents built docks on the Lots although their dock permit applications showed approximately 400 feet of highland between their property lines and the Folly River and without obtaining consent from the owner of that highland. (R. p. 910:22 – 911:4, Testimony of Respondent Beckmann) ("Q. Okay. And this is what you submitted to Coastal Counsel at that time, to obtain your permit? A. That's true. Q. Okay. And this does show, approximately, and just less than 400 feet of land between the end of your property and where the elevation of the property goes below the high tide mark? A. That's what it shows.")

Respondents admitted at trial that they did not search the public record to determine the owner before they built their docks and that if they had searched they would have found lots platted. (Testimony of Respondent Beckmann, R. p. 906:9 – 906:14) ("Q. And so do you believe if you had gone to the RMC Office looking to see if anybody owned any lots, or other pieces of property out in front of you, you could have determined that these lots had been platted out in front of you? A. Well, I would agree that was on file in 1987.") South Carolina law required Respondents, prior to building their docks across the subject Lots, to obtain consent from the record owner. S.C. Code Ann. § 48-39-140(B)(4) (requiring a copy of the instrument by which dock permit applicant claims title, possession, or permission from the property owner).

2. THE COURT OF APPEALS OPINION CONFLICTS WITH PRIOR DECISIONS OF THE SOUTH CAROLINA SUPREME COURT WHICH HOLD THAT EFFECT MUST BE GIVEN TO EVERY PART OF A DEED IF IT CAN BE DONE CONSISTENTLY WITH THE LAW.

Respondents argue that the Court of Appeals Opinion is correct that the subject deed ("Deed") refers to the 1920 Plat instead of the 1965 Plat. However, that finding conflicts with well-settled South Carolina Supreme Court decisions which hold that effect must be given to every part of a deed if it can

be done consistently with law. K&A Acquisition Grp., LLC v. Island Pointe, LLC, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009); Windham v. Riddle, 381 S.C. 192, 201, 672 S.E.2d 578, 582-83 (2009); Gardner v. Mazingo, 293 S.C. 23, 358 S.E.2d 390, 391-92 (1987); Wayburn v. Smith, 239 S.E.2d 890, 270 S.C. 38 (1977).

The 1920 Plat and the 1965 Plat are plats of the same area. (1920 Plat, Oversized Document R. p. 1068; 1965 Plat, Oversized Document R. p. 1069). The 1965 Plat further subdivides the area adding lots, including the subject Lots. The Deed specifies a plat recorded in Plat Book C at Page 158, dated February 1920, which shows the lots the Deed describes. (Deed, R. p. 633). It is undisputed that both the 1920 Plat and the 1965 Plat are recorded in Plat Book C at Page 158 and dated 1920 but that only the 1965 Plat shows the subject Lots.

Despite the above-cited South Carolina Supreme Court case law requiring that effect be given to each part of a deed if it can be done consistently with the law, the Opinion inexplicably finds that the Deed refers to the 1920 Plat which does not show the Lots the Deed describes rather than the 1965 Plat which does.

Respondents assert the Deed refers to "a 1920 Jefferson Construction Company plat" (Return p. 5), implying the Deed refers to a plat drawn in 1920. However, the Deed actually refers to a plat "dated February 1920." (Deed, R. p. 633) (". . . a plat made by the Jefferson Construction Company dated February 1920 . . ."). Respondents admit the 1965 Plat is dated "FEB. 1920." (Respondents' Return, p. 5).

Respondents do not adequately address Demetre's argument that the Deed precisely describes the Lots and refers to a plat on which the lots "will appear." (Deed, R. p. 633) ("Each of said lots measuring and containing on North and South lines seventy (70) feet and East and West lines One Hundred and Fifty (150) feet ***which will appear by reference to said plat*** (emphasis added)."). Only the 1965 Plat shows the Lots the Deed describes, so, under South Carolina law, to give effect to each part of the Deed, it is the only plat to which the Deed can refer. The Opinion's conclusion that the Deed refers to the 1920 Plat violates well-settled South Carolina law by failing to give effect to part of the Deed.

Respondents assert that the 1965 Plat is not a "plat" because it contains no seal or signature of an engineer or surveyor (Return, p. 5), but a plat is just a map and needs contain no seal or signature. See Black's Law Dictionary, pp. 1188-89 (Eighth Edition 2004). Respondents call the 1920 Plat a "plat," but it contains no seal or signature. (1920 Plat, Oversized Document, R. p. 1068).

Respondents argue that the 1920 Plat and the 1965 Plat were recorded years apart (Return, p. 5), but that is irrelevant since the Deed refers to a plat "dated February 1920," not a plat recorded on any particular date. (Deed, R. p. 633).

Respondents admit the 1965 Plat is dated February 1920, but they argue that the February 1920 date on the 1965 Plat is "small" and "almost unnoticeable." (Return, p. 5). However, the size of the "FEB. 1920" date, which appears two places at the top of the 1965 Plat, is as large as most of its other wording (1965 Plat, Oversized Document R. p. 1069), whereas the "FEB. 1920" date on the 1920 Plat is too small to be legible (1920 Plat, Oversized Document, R. p. 1068).

Respondents argue the 1965 Plat bears the language, "Plan File I, Drawer, Folder 15, Drawing No. 15 & 16," the same file which contains the 1968 Plat. However, the fact that the 1965 Plat drawings were in the same file as the 1968 Plat drawings is irrelevant. The Deed does not refer to where the plat drawings were, but rather to a plat recorded in Plat Book C at Page 158 dated February 1920 which shows the lots the Deed describes (Deed, R. p. 633), which precisely identifies - and identifies only - the 1965 Plat.

Respondents argue that the latest of the three plats of the area, the 1968 Plat, does not show the subject lots (Return, p. 6); however, the 1968 Plat is just a tracing of the earlier 1920 Plat, which had deteriorated. (1968 Plat, Oversized Document, R. p. 1070; 1920 Plat, Oversized Document, R. p. 1068); (Opinion, R. p. 1076) ("The 1965 Plat added parcels to the 1920 plat; however the 1968 plat appears identical to the 1920 plat and does not include the subject parcels, lots 209 and 210, Indian Avenue East.") Only the 1965 Plat shows the lots the Deed describes, so it is the only plat to which the Deed can refer. (1920 Plat, R. p. 1068; 1965 Plat, R. p. 1069; 1968 Plat, R. p. 1070).

Thus, none of Respondents attacks on the 1965 Plat negate the Deed's reference to it, and the 1965 Plat is the only plat to which the Deed can refer because it is the only plat which shows the lots the Deed describes:

	1965 Plat	1920 Plat
Seal or Signature?	None	None
Dated "FEB. 1920?"	Yes	Yes
In Plat Book C at page 158?	Yes	Yes
Shows the Lots Described?	**Yes**	**No**

Respondents assert that Demetre's quotes from the cases cited is "misleading" and that the full quotes the Respondents cite is "more informative," but Respondents' quotes, including the one from Gardner v. Mazingo, support Demetre's argument that South Carolina law requires that the Deed be interpreted to refer to the 1965 Plat because it is the only plat that gives effect to the Deed's description of the subject Lots. (Respondent's Return, p. 6) ("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. Gardner v. Mazingo, 293 S.C. 23, 358 S.E.2d 390, 391-92 (1987)").

Respondents argue, "The simplest answer is that the deed meant what it said and that the plat referenced did not include Demetre's Lots 209 and 210 . . ." (Return, p. 7). However, if the Deed meant what it said, then it referenced the 1965 Plat, the only plat which shows the subject Lots it precisely describes. (Deed, R. p. 633) ("All those lots of land situate, lying and being on Folly Island, in the County of Charleston, State of South Carolina, known as Lot Numbers 209 and 210 Indian Avenue, East on a plat of the lands of Folly Beach Corporation . . . Each of said lots . . . which will appear by reference to said plat.")

Respondents cite Hammond v. Lindsay, 277 S.C. 182, 184, 284 S.E.2d 581 (1981), for the proposition that, "As a general rule, when maps, plats, or field notes are referred to in a grant or conveyance they are to be regarded as incorporated into the instrument and are usually held to furnish the true description of the boundaries to land." However, the Deed referenced the 1965 Plat, which, it is undisputed, shows the location of the subject Lots.

Further, even if the Deed had instead referenced the 1920 Plat, which shows the area in which the lots were later subdivided but not the lots themselves, the distance and direction description of the lots (i.e. the "metes and bounds" description) in the Deed itself would control. Respondents argue that if the Deed refers to the 1920 Plat, then the plat controls, because a plat is "usually" held to furnish the true description of the boundaries of the land, but that is only where the plat is more precise than the deed's description. See Hobony Club, Inc. v. McEachern, 272 S.C. 392, 252 S.E.2d 133 (1979) ("The specificity of the attached plats outweigh, in our judgment, the general terms of the description in the grants in determining the intent of the grantor.").

Respondents argue, "Petitioner is therefore left with two bad choices. If Petitioner's Deed is clear and the parties to it, Seabrook Jr. (Petitioner's Grantor) and Petitioner, intended to use the 1920 Plat, Petitioner's Lots 209 and 210 do not exist. If Petitioner's Deed is open to interpretation, then extrinsic evidence may be used to interpret it." (Return, p. 7). However, if the Deed is clear, then it refers to the 1965 Plat, which shows the subject Lots it describes, not the 1920 Plat which does not show the Lots. Even if the Deed had referenced the 1920 Plat, then its metes and bounds description of the Lots is still sufficient to identify the Lots without a plat. The Deed's description of the Lots was sufficient to locate them as shown by the Kennerty Topographic Survey. (Kennerty Topographic Survey, Oversized Document, R. p. 1071).

Respondents argue, "The best possible explanation is the one [at] which the Master arrived; with all of the deeds, plats, and other extrinsic evidence before the Master, he determined that the parties to the Petitioner's 2004 Deed intention was to use the original 1920 Jefferson construction plat and Petitioner's Lots 209 and 210 simply did not exist." (Return p. 7). However, the Master's finding violated controlling South Carolina Supreme Court case law in failing to give effect to the Deed's description of the Lots in determining the plat the Deed referenced.

Respondents argue that " . . . to interpret otherwise [to interpret the Deed to refer to a plat other than the 1920 Plat], would be to place a plat into the Petitioner's chain of title which did not exist at the time Petitioner's predecessor in title [Seabrook Jr.] inherited the property, or to somehow construe

a reference to a 1920 plat to a drawing made in 1965 and ignore a more recent 1968 plat." (Return p. 7).

Thus, first, Respondents argue that interpreting the Deed to refer to the 1965 Plat would place the 1965 Plat into Petitioner's chain of tile at the time Seabrook Jr. inherited the property, but that is not correct. Except for lots not at issue here, Seabrook Jr. inherited the entire Folly Island and further subdivided his land into more lots by using the recorded 1965 Plat. The fact that the subject Deed refers to the 1965 Plat does not mean that the 1965 Plat was required to be in Seabrook Jr.'s chain of title when he inherited Folly Island. After he inherited Folly Island, Seabrook Jr. could have and did further subdivide his property, thereby creating further lots, including the subject Lots.

Second, Respondents argue that interpreting the Deed to refer to the 1965 Plat would "somehow construe a reference to a 1920 plat to a drawing made in 1965 and ignore a more recent 1968 plat." (Return p. 7). However, interpreting the Deed to refer to the 1965 Plat would not mean that the 1965 Plat is the 1920 Plat. Rather, that interpretation would mean that the Deed refers to 1965 Plat, not the 1920 Plat. Respondents are correct that construing the Deed to refer to the 1965 Plat would ignore the 1968 Plat, which is just a tracing of the deteriorating 1920 Plat. Neither the 1920 Plat nor 1968 Plat can be the plat referenced by the Deed, since they do not show the subject Lots the Deed describes. (1920 Plat, R. p. 1068); (1968 Plat, R. p. 1070).

3. THE COURT OF APPEALS OPINION CONFLICTS WITH PRIOR DECISIONS OF THE SOUTH CAROLINA SUPREME COURT WHICH HOLD THAT A LAND DESCRIPTION IN A DEED IS SUFFICIENT IF IT IS ADEQUATE TO LOCATE THE LAND.

Respondents assert that the Deed refers to the 1920 Plat, not the 1965 Plat (Return, p. 8), but construing the Deed to refer to the 1920 Plat instead of the 1965 Plat would violate South Carolina law by failing to give effect to the Deed's reference to lots which "will appear" on the plat. (Deed, R. p. 633).

Even if the Deed had referred to the 1920 Plat, which shows the area in which the Lots were later platted but not the lots themselves, then the Deed's precise metes and bounds description of the lots would be sufficient to locate and convey to the Lots. Respondents' argument is against well settled South Carolina Supreme Court case law that if the language in the Deed is sufficient to identify

the lots, then the deed takes effect. McNair v. Johnson, 78 S.E.2d 892, 95 S.C. 176 (1913); Norwood v. Byrd, 1 Rich. 135, 42 Am. Dec. 406 (1845); 26A C.J.S. Deeds § 183 (A deed will not be construed to render it a nullity as to any of the parties thereto, if, by any reasonable construction, such result can be avoided.)

Respondents argue that for Demetre to prevail, the Master would have to ignore the 1786 plat to Folly Island, the 1896 Tartus Plat, the original 1920 Plat, and the 1968 Plat. (Return, p. 9). However, that is incorrect, because each of those plats show the area in which the subject Lots were later subdivided on the 1965 Plat.

The 1968 Plat is simply a tracing of the earlier 1920 Plat, which had deteriorated. The fact that on the 1920 Plat there is "marsh land" near the area of the Lots is irrelevant, because, as shown by the Kennerty Topographic Survey, the subject Lots are high marsh above the mean high-water-mark, not low marsh claimed by the State. (Kennerty Topographic Survey, Oversized Document, R. p. 1071).

Respondents argue that the subject quitclaim deed was for limited consideration. However, even nominal consideration for much less than the $23,700 consideration given here would have been sufficient to support the transfer. First National Bank of South Carolina v. Wade, 245 S.C. 426, 431, 141 S.E.2d 102, 104 (1965) (The slightest consideration is adequate).

Respondents argue that Demetre's predecessor in interest did not take possession of the subject lots, but that is irrelevant, since he had legal title to the lots and therefore had power to convey them to Demetre.

Respondents also argue that a master's findings will be affirmed if there is any evidence to support the findings (Return p. 9), but there is none. Further, the Master's finding that the Deed refers to the 1920 Plat rather than the 1965 Plat is an error of law, because South Carolina law requires the effect be given to each part of the Deed, and, it is undisputed that only the 1965 Plat shows the Lots the Deed describes.

4. WHERE, AS HERE, THE RESPONDENTS STIPULATED TO PETITIONER'S "RECORD TITLE," AND THE RESPONDENTS' CLAIMS OF ADVERSE POSSESSION AND AFFIRMATIVE DEFENSES TO DEMETRE'S TITLE WERE RULED AGAINST, AND THE RESPONDENTS DID NOT APPEAL THOSE RULINGS, IS THE COURT OF APPEALS CORRECT THAT UNDER SOUTH CAROLINA LAW PETITIONER STILL DOES NOT HAVE GOOD TITLE?

Respondents assert that Demetre has "cherry picked" the stipulation, but they admit that they stipulated to Demetre's record title. (Stipulation, R. p. 142) ("It is stipulated by and between attorneys for the parties that record title for [Demetre] has been stipulated to.") At trial, Respondents relied on adverse possession and other affirmative defenses, but they have been ruled against on each of those and have not appealed those rulings.

Respondents do not adequately address the law Demetre cites that where record title is established, the burden is on the party claiming adverse possession. Knight v. Hilton, 79 S.E.2d 871, 873, 224 S.C. 452, 456 (1954)("Possession is presumed to follow such title [legal or record title] and the burden is on the respondent to prove all the facts necessary to establish adverse possession."); 28A C.J.S. Ejectment § 10. (In an ejectment the legal title must prevail, when no equitable defense is available).

Respondents argue that Demetre stipulated to record title to Respondents' lots, but that is not relevant. Title to Respondents lots is not at issue, just title to the subject Lots. Demetre did not stipulate to Respondents' title to the subject Lots. Rather, Respondents stipulated to Demetre's title to the subject Lots. (Stipulation, R. p. 142).

Respondents quote the Master's interpretation of the stipulation, ". . . the stipulations were 'to how each got their title" (Return, p. 10), but the Master's interpretation is consistent with Demetre's having record title. Respondents quote the Court of Appeals Opinion that, "The question litigated was not whether Petitioner held record title to the property; rather, the question litigated was whether the record title validly conveyed the subject property as to quiet title in Petitioner." (Return, p. 11). However, per the South Carolina case law cited above, with record title and with no defenses to record title such as adverse possession or other affirmative defenses, Demetre has good title. There is nothing left for Demetre to prove.

5. THE COURT OF APPEALS OPINION CONFLICTS WITH ITS OWN FINDING THAT SEABROOK JR. HAD TITLE TO THE SUBJECT LOTS TO CONVEY TO PETITIONER AND IT CONFLICTS WITH PRIOR DECISIONS OF THE SOUTH CAROLINA SUPREME COURT WHICH HOLD THAT A QUITCLAIM DEED IS A LAWFUL MEANS TO CONVEY TITLE AND WITH CASES WHICH HOLD THAT THE SLIGHTEST CONSIDERATION IS SUFFICIENT TO CONVEY TITLE.

1. The Court of Appeals Opinion conflicts with its own finding that Seabrook Jr. had title to the subject lots.

Respondents, referring to the Opinion's finding that, except lots not at issue, Seabrook Jr. inherited the entire Folly Island, assert, "Nowhere does the Court of Appeals directly make such a finding (Return p. 11)," but Demetre's Petition quotes the subject finding. Respondents argue, "The correct interpretation is that Seabrook, Jr. took all of the remaining highland portions of Folly Island by inheritance, but could not have taken anything in the marsh because (i) the State of South Carolina presumptively owns the marsh, (ii) there is no reference to the purported lots in any of the plats in his chain of title, and (iii) Seabrook, Jr. could not have title to land that was not extant at the time title to his property arose" (Return, p. 11).

However, first, except for certain lots previously conveyed not at issue, Seabrook Jr. inherited the entire Folly Island to the Folly River, and, as shown by the Kennerty Topographic Survey (R. p. 1071), the subject Lots are part of the highland of Folly Island. The Opinion states:

> . . . The deed conveyed the island to Seabrook [Sr.] '[s]aving and excepting therefrom such lots and portions of land as have from time to time been conveyed to sundry parties by [FBIC] by deeds recorded in the RMC Office for Charleston County.' The 1942 deed also states that the property conveyed is 'bounded . . . on the West by the Channel of the Folly River and Folly Creek . . . as delineated by the red line' of the 1895 plat (the Tartus survey). Seabrook Sr., and his wife, Fannie, conveyed Seabrook's property to their son, Edward Seabrook, Jr., through the wills of Seabrook, Jr., who died in 1956, and of Fannie, who died in 1960. (Opinion, R. p. 1076).

Thus, except for lots not at issue, the Opinion finds that Seabrook Jr. inherited the entire Folly Island to the Folly River, and the Opinion includes nothing about the lots being part of marsh below the mean-high-water mark.

The Master's Order erred by finding that the conveyance of Folly Island to Seabrook Sr. in 1942 was based on the 1920 Plat rather than the 1895 Tartus Plat and that the subject Lots were in marsh claimed by the State. However, the Opinion corrected or vacated these findings.

First, the Opinion found that the 1942 conveyance was based on the 1895 Tartus Plat (Opinion, R. p. 1076) ("The 1942 deed also states that the property conveyed is 'bounded . . . on the West by the Channel of the Folly River and Folly Creek . . . as delineated by the red line' of the ***1895 plat*** (the Tartus survey) (emphasis added).

Second, the Opinion vacated the finding that the State owned the Lots. (Opinion, R. p. 1085) ("Demetre argues the master erred in the following: . . . (5) finding the State owns the land seaward of Respondents' lots because the subject property was within the designation "Marshland" on the 1920 plat of Folly Island . . . As to all findings regarding the necessity of the State as a party, the State or Respondents' interests in the subject property, and the interpretation of all plats other than as applied to the issue of Demetre's ability to quiet title in Lots 209 and 210, we agree and vacate those portions of the order on appeal.").

A plat which does not show the location of the mean high water mark such as the 1920 Plat is irrelevant to a determination of the location of the mean high water mark. State v. Murrell's Inlet Camp & Marina, Inc., 259 S.C. 404, 408, 192 S.E.2d 199, 201 (1972).

However, despite vacating the Master's erroneous basis for finding that Seabrook Jr. believed he did not have title, the Opinion nonetheless retained that finding itself, which is without support in the record, and Respondents have cited none.

Respondents argue that the subject Lots were not shown on the 1920 Plat and that Seabrook Jr. "could not have title to land that was not extant at the time title to his property arose" (Return p. 11), but the fact that the lots were not platted until Seabrook Jr. platted them on the 1965 Plat is irrelevant, because he inherited, except lots not at issue, the entire island, which included the area in which the subject Lots were subdivided on the 1965 Plat.

Respondents argue that Demetre took by quitclaim deed (Return p. 12), but a quitclaim deed is a valid means to convey title. Martin v. Ragsdale, 71 S.C. 67, 50 S.E.2d 671, 674 (1905).

Respondents argue that the sum Demetre paid for the lots is not reflective of their true value (Return p. 12), but the record indicates that the price paid for the lots contemplated that the Respondents were trespassing on them (R. p. 227). The consideration paid of $23,700 (R. p. 235) was much greater than needed to support the conveyance. Under well settled South Carolina law, the slightest consideration would have been sufficient to support the conveyance. First National Bank of South Carolina v. Wade, 245 S.C. 426, 431, 141 S.E.2d 102, 104 (1965). For example, Seabrook Sr. bought almost the entire Folly Island in 1942 for $5,500. (Deed to Seabrook, Sr. R. p. 536).

2. The Court of Appeal's Opinion conflicts with decisions of the South Carolina Supreme Court with regard to the efficacy of a quit claim deed to pass title.

Respondents argue, "The Court of Appeal's Opinion specifically states that a quitclaim deed is a perfectly good instrument to convey title to real estate in South Carolina . . . The Court of Appeals does however, go on to explain the shortcomings of a quitclaim deed." (Return, p. 12).

However, the Court of Appeals Opinion finds that Demetre failed in his burden of proving title to Lots 209 and 210 and provides no explanation for this finding other than that neither the 1920 Plat nor the 1895 Tartus plat showed the subject Lots and its discussion of the fact that Demetre took title by a quitclaim deed.

First, the fact that the lots are not depicted on the 1895 Tartus Plat or the 1920 Plat is irrelevant, because those plats show the area in which the subject Lots were later subdivided on the 1965 Plat.

Second, the Opinion finds that Seabrook Jr. inherited, except for certain lots not at issue, the entire Folly Island to the Folly River, which includes the area in which the lots were later platted on the 1965 Plat, so he had title to the Lots to convey to Demetre. The Opinion removed the Master's erroneous finding that the 1942 Deed to Seabrook Sr. referenced the 1920 Plat and the finding that the State owned the area where the lots were platted.

3. The lack of consideration, or minimal consideration, does not affect the ability of the grantor to convey real property.

Respondents admit that the recited consideration is sufficient to convey the property from Seabrook Jr. to Demetre, and, as between those parties, the conveyance was good. (Return, p. 13) ("As

between the parties to the quitclaim deed, Seabrook Jr. [Petitioner's Grantor] and Petitioner, the consideration was adequate to support the conveyance as between those two parties the conveyance was good.") Nonetheless, Respondents go on to argue that what they call "minimal" consideration should have put Demetre on notice that "what he was being conveyed . . . not much as far as real title or real property . . ." (Return, p. 13).

However, as found by the Opinion itself, except for lots not at issue, Seabrook Jr. inherited the entire Folly Island to the Folly River, which includes the area of the subject Lots. (Opinion, R. p. 1076). The only "evidence" the Opinion or Respondents cite that Seabrook Jr. did not own the subject Lots is (1) that they were not depicted on the 1920 Plat or the 1895 Tartus Plat, (2) that Seabrook Jr. used a quitclaim deed to convey to Demetre, and (3) the amount of consideration.

However, the fact that the Lots were not shown on the 1920 Plat or the 1895 Plat is irrelevant, because Seabrook Jr., except lots not at issue, inherited the entire island including the area in which the lots were later subdivided on the 1965 Plat. The Lots are high marsh above the mean-high-water mark. (Kennerty Topographic Survey, Oversized Document, R. p. 1071). The 1895 Plat and the 1920 Plat show the area in which the lots were later platted on the 1965 Plat. (1895 Plat, Oversized Document, R. p. 1067; 1920 Plat, Oversized Document, R. p. 1068). Respondents admit that a quitclaim deed is a lawful means to convey title, and they admit that the amount of consideration was sufficient. (Respondents' Return, p. 12).

Respondents assert that Demetre "gambled a relatively small amount of money on a quit claim deed," but they admit that that a quitclaim deed is a valid means to convey title and that the amount of consideration was sufficient to support the transfer. (Respondent's Return, p. 13).

Respondents assert that Demetre's goal was to "bully" Respondents into paying "ransom" to use the area" (Respondent's Return p. 13), but there is no evidence to support their assertion. This is simply an unmerited attack on Demetre's character. Despite Respondents' trespassing on the Lots, Demetre actually offered Respondents life leases for the lots for nominal amounts for the lives of the more senior Respondents.

Respondents argue, "One claiming title by deed has no greater title than the original grantor in the chain of title upon which he relies. [A] deed cannot convey an interest which the grantor does not have." However, here, except lots not at issue, Seabrook Jr. inherited the entire Folly Island, which included the subject Lots, subdivided the Lots on the 1965 Plat, and conveyed the Lots, with sufficient consideration to support the transfer, to Demetre. Seabrook Jr.'s Deed to Demetre had to refer to the 1965 Plat, because it is the only plat which shows the lots the Deed describes.

CONCLUSION

For the foregoing reasons and those set forth in the Petition, title should be quieted in Demetre to the portions of the following above the mean-high water mark as described in the Deed and as shown on the Kennerty Topographic Survey: (1) lots 209 and 210 Indian Avenue East, (2) the fifty-foot wide undeveloped portion of Indian Avenue East bordering lots 209 and 210 Indian Avenue East, and (3) the fifty-foot wide undeveloped portion of Third Street East intersecting with the undeveloped portion of Indian Avenue East and also bordering the eastern side of Lot 210 Indian Avenue East. (Deed, R. pp. 633 – 34; Kennerty Topographic Survey, Oversized Document, R. p. 1071).

RESPECTFULLY SUBMITTED,

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Attorney for Petitioner

March 9, 2015

Charleston, SC

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

Case No.: 2005-CP-10-4101

RECEIVED
MAR 12 2015
S.C. Supreme Court

The Milton P. Demetre Family Limited Partnership .....Petitioner

v.

Harry Beckmann, III, Patricia P. Beckmann, Annie Ruth Hilton Crowley, Raymond Moody Crowley, Donald William Crowley, Harris L. Crowley, Jr., and Annie Ruth Crowley Atkinson .....Respondents

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PROOF OF SERVICE

I certify that I have served a copy of Petitioner's Reply on Harry Beckmann, III, Patricia P. Beckmann, Annie Ruth Hilton Crowley, Raymond Moody Crowley, Donald William Crowley, Harris L. Crowley, Jr., and Annie Ruth Crowley Atkinson by depositing a copy of it in the United States Mail, postage prepaid, on March 9, 2015, addressed to their attorneys of record, Jefferson D. Griffith, III, Esquire, and Richard L. Witt, Esquire, Austin & Rogers, P.A., Post Office Box 11716, Columbia, South Carolina 29211.

March 9, 2015

Cain Denny, P.A.

By: Cain Denny

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March 9, 2015

The Honorable Daniel E. Shearouse
Clerk of Court
South Carolina Supreme Court
P.O. Box 11330
Columbia, SC 29211

Re: The Milton P. Demetre Family Limited Partnership vs.
Harry Beckmann, III, et al
Charleston County Court of Common Pleas Case No. 2005-CP-10-4101

Appellate Case No. 2014-002737

Dear Mr. Shearouse:

Enclosed please find:

- The original and seven (7) copies of Petitioner's Reply; and
- The original and one (1) copy of the Proof of Service.

Please return a stamped copies in the self-addressed envelope provided.

Best wishes.

Very truly yours,

Cain Denny

Cain Denny

c.c. Jefferson D. Griffith, III, Esquire (with enclosures)
Richard L. Whitt, Esquire (with enclosures)
Mr. Milton P. Demetre (with enclosures)