

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM LAURENS COUNTY
Eugene C. Griffith, Jr., Circuit Court Judge
2015-001861

Kathleen Lollis and Linda Campbell,
Appellants/Cross-Respondents

v.

Lisa Dutton, Dennis Dutton and Kelsey Dutton,
Respondents/Cross-Appellants

RESPONDENTS' INITIAL BRIEF OF
RESPONDENTS/CROSS-APPELLANTS

John R. Ferguson
S.C. Bar No. 1987
214 W. Laurens St. - PO Box 286
Laurens, SC 29360
(864) 984-2126

COX FERGUSON & WHAM, LLC
Attorneys for Respondents/ Appellants

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SC Court of Appeals

TABLE OF CONTENTS

Table of Authorities.

Statement of the Facts

The Standard of Review

Arguments

There was ample evidence that a binding contract existed between Respondents and Appellant Lollis.

Frank Lollis was an agent for Appellant Kathleen Lollis.

Respondents/Cross-Appellants are entitled to a return of their \$ 850.96 overpayment ..

Appellants/Cross-Respondents' arguments are summarized and shown to have no merit

The Appellants/Cross-Respondents' Brief contains numerous misrepresentations.

Conclusion

TABLE OF AUTHORITIES

Case Citations

Brazell Bros. Constructors v. Hill, 245 S.C. 69, 138 S.E.2d 835 (1964).....

City of Greenville v. Wash'ton Amer. League, 205 S.C. 495,
32 S.E.2d 777 (1945).....

Cook v. Eller, 298 S.C. 395, 380 S.E.2d 853 (Ct. App. 1989).....

Crystal Ice Co. of Columbia v. First Colonial Corp., 273 S.C. 306,
257 S.E.2d 496 (1979).....

Eadie v. H.A. Sack Co., 322 S.C. 164, 470 S.E.2d 397 (Ct. App. 1996).....

Ellis v. Smith Grading & Paving, Inc., 294 S.C. 470, 366 S.E.2d 13
(Ct. App. 1988).....

Historic Charleston Holdings v. Mallon, 381 S.C. 417, 673 S.E.2d 448 (2009).

Lincoln v. Aetna Casualty & Surety Co., 300 S.C. 188, 386 S.E.2d 801
(Ct. App. 1989).....

Muller v. Myrtle Beach Golf and Yacht Club, 303 S.C. 137, 399 S.E.2d 430
(Ct. App. 1990).....

Murphy v. Jefferson Pilot Communications Co., 364 S.C. 453, 613 S.E.2d 808
(Ct. App. 2005).....

Nationwide Mut. Ins. Co. v. Prioleau, 359 S.C. 238, 597 S.E.2d 165
(Ct. App. 2005).....

R&G Const. Inc. v. LRTA, 343 S.C. 424, 540 S.E.2d 113 (Ct. App. 2000).....

Richardson v. P.V., Inc., 383 S.C. 610, 682 S.E.2d 263 (2009).....

Spence v. Spence, 368 S.C. 106, 628 S.E.2d 869 (2006).....

WDI Meredith & Co. V. American Telesis, 359 S.C. 474, 597 S.E.2d 885
(Ct. App. 2004).....

Legal Encyclopedias

17 AmJur2d "Contracts" s 489, pp. 960-61.....

11 S.C. Digest "Evidence" s474, p. 204.....

Statement of the Facts

Frank Lollis was the son of Plaintiff Kathleen Lollis and the brother of Plaintiff Linda Campbell. He was the businessman in the family, and it was he who handled the family's real estate dealings. The family attorney, John Scurry, testified that there was a power of attorney from Kathleen Lollis to Frank and that Frank often put his property in the names of family members. Several witnesses verified that Frank regularly signed family members' names to legal documents. This had gone on for many years without any protest from the Plaintiffs. In fact, the first time the Plaintiffs complained of this was after Frank Lollis had died and was unavailable to testify concerning his agreements with and receipt of payments from the Defendant Duttons. Frank had lived with his mother, so his Power of Attorney from her would likely have been in her house and under her control when he died.

For reasons set forth in the Final Order the trial judge found that the Appellants/ Cross-Respondents here are not credible and that Frank Lollis was acting as Kathleen Lollis's agent in dealing with the Duttons. The judge therefore rejected most of what Appellants testified to as unreliable and untrue.

The Standard of Review

An action to determine who has title to property is an action at law. "In a law case tried by the judge without a jury the standard of appellate review is limited to a correction of errors of law and a determination if there is any evidence to support the factual findings of the trial judge." *Cook v. Eller*, 298 S.C. 395, 397, 380 S.E.2d 853 (Ct. App. 1989). (This is a case involving title to real property.)

Here, throughout their Brief Appellants are attempting to reargue their case by declaring that the trial judge should have resolved the disputed evidence in their favor,

especially in all the sub-parts of their second argument. It is beyond the scope of this Court's review to substitute its judgment for that of the one who heard the evidence and observed the witnesses.

With a full reservation of rights, the Respondents will, however, make a few observations on that issue. The Final Order in this case is a compelling indictment of the lies of the Appellants. Having heard the evidence and had the opportunity to observe the witnesses, the judge found the Appellants not to be credible:

25. The Plaintiffs and the Defendants presented positions which are directly opposed to one another, so resolving the differences in the evidence required assessing the credibility of the parties. Having observed the parties and the witnesses, I find that the Defendants have greater credibility than the Plaintiffs. Final Order, Findings of Fact (R. p. >)

A judge can believe some of what he is told and reject the rest; this is the function of the trier of fact. Appellants have provided no reason for this Court to disturb the fully supported findings of fact and conclusions of law by Judge Griffith.

As to Appellants' complaints about the admission of evidence, "The admission of evidence is a matter left to the discretion of the trial judge and will not be disturbed on appeal absent an abuse of discretion." *Historic Charleston Holdings, LLC v. Mallon*, 381 S.C. 417, 434, 673 S.E.2d 448 (2009). No such abuse has been shown.

I. There is ample evidence that a binding contract existed between Respondents and Appellant Lollis.

The Final Order found that the parties had valid contracts. "I find that the Defendants have valid and enforceable rights under the contracts of sale herein." Final Order, Conclusions of Law Nos. 32 and 34. See also Paragraph 33. (R. p. >). The evidence fully supports this finding.

The lack of a meeting of the minds was not specifically argued below and cannot be raised now. If it had been argued, it would have been unavailing, because there was a meeting of the minds between Respondents and Appellant Lollis's authorized agent. It is

entirely irrelevant that Ms. Lollis did not sign the contracts at issue, because her agent signed them for her. Her subjective intent about selling the property to the Duttons is likewise irrelevant, because she gave her agent the authority to handle the sales for her and voluntarily stayed ignorant about what he was doing for her (R. p. >). The course of dealing between her and her son as shown by Defendants' Exhibits 12 and 74 was that she allowed him free rein to handle real estate in her name (most of which actually belonged to Frank Lollis). She gave her son a Power of Attorney and knew that he was signing documents on her behalf. (Final Order, Finding of Fact No. 6, R. p. >)

Much of the Appellants/Cross-Respondents' Brief shows a lack of understanding of the nature of agency. What Kathleen Lollis allegedly said or understood or signed is irrelevant, because she turned the disposition of property in her name over to her son Frank. As her agent, he had the power to sell her property without consulting her.

Appellants tried to establish their case with a forensic documents examiner, but the trial judge was not impressed. The function of a document examiner is to compare questioned signatures with exemplars he has been provided by his clients. The judge stated his concern about those exemplars (R. p. > and Final Order, Findings of Fact Nos. 8, 9 and 16, R. pp. >). See also Kathleen Lollis's repudiation of one of the exemplars (R. p. >). Because the outcome of an examination can be foreordained by giving the examiner unreliable signature samples, this is an important issue.

The Appellants have also tried to make something of Kathleen Lollis's legal title. While it is true that Respondents admitted this bare legal title, they also asserted that they had equitable title. Ms. Lollis retained legal title at the time of the trial only because she wrongfully refused to convey it to the Duttons. She must not be allowed to benefit from her own wrong.

Judge Griffith found that the Respondents had paid all the required consideration for their property (Final Order, Finding of Fact No. 26, R. p. >), so allowing Appellants

to withhold from Respondents the benefit of their bargains would amount to court approval of unjust enrichment. See *Ellis v. Smith Grading & Paving, Inc.*, 294 S.C. 470, 366 S.E.2d 13 (Ct. App. 1988).

Because Kathleen Lollis acquiesced in the contracts of sale for a long period of time and did not return the consideration paid by the Duttons to her agent, she has ratified her agreements and cannot now rescind them (Final Order, Conclusion of Law No. 31, R. p. >). See *Brazell Bros. Contractors v. Hill*, 245 S.C. 69, 138 S.E.2d 835 (1964) and *Lincoln v. Aetna Casualty & Surety Co.*, 300 S.C. 188, 386 S.E.2d 801 (Ct. App. 1989). See also 17 AmJur2d "Contracts" s 489, pp. 960-61.

II. Frank Lollis was an agent for Appellant Kathleen Lollis.

"Frank Lollis was at all times relevant to this case acting as the authorized agent for the Plaintiffs in his dealings with the Defendants." Final Order, Conclusion of Law No. 29, R. p. >. The Power of Attorney testified to by attorney John Scurry (R. p. >) proves an express agency, but even if we were to discount that, there is abundant evidence of an implied agency.

The law creates the relationship of principal and agent if the parties in the conduct of their affairs actually place themselves in such position as requires the relationship to be inferred by the courts, and if from the facts and circumstances of the particular case it appears that there was at least an implied intention to create it, the relation may be held to exist, notwithstanding the denial of the alleged principal and whether or not the parties understood it to be an agency.

Nationwide Mut. Ins. Co. v. Prioleau, 359 S.C. 238, 242, 597 S.E.2d 165 (Ct. App. 2005), quoting *Crystal Ice Co. of Columbia v. First Colonial Corp.*, 273 S.C. 306, 309, 257 S.E.2d 496 (1979). See Final Order, Conclusion of Law No. 29, R. p. >.

The doctrine of apparent authority provides that the principal is bound by the acts of his agent when he has placed the agent in such a position that a person of ordinary prudence, reasonably familiar with business usages and customs, is led to believe the agent has certain authority and in turn deals with the agent based on that assumption.

Muller v. Myrtle Beach Golf and Yacht Club, 303 S.C. 137, 142, 399 S.E.2d 430 (Ct. App. 1990); *WDI Meredith & Co. v. American Telesis*, 359 S.C. 474, 478, 597 S.E.2d 885 (Ct. App. 2004).

“The relationship of agency need not depend upon express appointment and acceptance but may be, and frequently is, implied from the words and conduct of the parties and the circumstances of the particular case.” *City of Greenville v. Wash'ton Amer. League, etc.*, 205 S.C. 495, 505, 32 S.E.2d 777 (1945); *Nationwide Mut. Ins. Co. v. Prioleau*, 359 S.C. 238, 242, 597 S.E.2d 165 (Ct. App. 2004). See also *Murphy v. Jefferson Pilot Communications Co.*, 364 S.C. 453, 613 S.E.2d 808 (Ct. App. 2005).

Here, the evidence showed a huge number of deeds and contracts of sale with bogus Kathleen Lollis signatures. See Defendants' Exhibits No. 12 (R. p. >), which contains Ms. Lollis's admission of the large number of alleged forgeries of her signature in the public record and Defendants' Exhibit No. 74 (R. p. >), which shows the wide variety of Kathleen Lollis signatures in the public record. Either Ms. Lollis was grossly negligent in not discovering the misuse of her name in recorded documents, in which case she would be liable to innocent third parties like the Duttons (See *Spence v. Spence*, 368 S.C. 106, 126-27, 628 S.E.2d 869 (2006).), or she allowed the signing of her name by others, which proves the agency. See *Richardson v. P.V., Inc.*, 383 S.C. 610, 682 S.E.2d 263 (2009) and Final Order, Conclusion of Law No. 30, R. p. >.

Apparent agency can result from passive conduct which results in the misleading of third parties. “[Apparent] authority is implied where the principal passively permits the agent to appear to a third person to have authority to act on his behalf.” *R&G Const. Inc. v. LRTA*, 343 S.C. 424, 433-4, 540 S.E.2d 113 (Ct. App. 2000).

Appellants' attempt to achieve an advantage by pointing out that the Respondents did not see Kathleen Lollis sign the contracts of sale and did not talk with her about the sales. This mistakes the essence of agency. Lisa Dutton's contracts were presented to her already signed (R. p. >). Ms. Lollis had placed her son in a position such that the Duttons were reasonably led to believe that he had the authority to complete the sales, and so the Duttons dealt with Mr. Lollis in reliance upon this manifestation. See *Eadie v. H.A. Sack*

Co., 322 S.C. 164, 171, 470 S.E.2d 397 (Ct. App. 1996) and *R&G Const. Inc. v. LRTA*, 343 S.C. 424, 432, 540 S.E.2d 113 (Ct. App. 2000). The Duttons' belief was reinforced by their long and unobjected to course of dealing with Kathleen Lollis through Frank Lollis (R. p. > and Defendants' Ex. No. 11, R. p. >). See *Historic Charleston Holdings v. Mallon*, 381 S.C. 417, 673 S.E.2d 448 (2009) regarding course of dealing.

Even if *arguendo* Frank Lollis had strayed from the path of agent honesty and defrauded the Duttons on his own by taking their money for sales unknown to Kathleen Lollis, this would not avail the Appellants:

A principal may be held liable to a third person in a civil lawsuit for the fraud, deceit, concealment, misrepresentation, negligence and other omissions of duty of his agent which occur in the scope of the agent's employment, even when the principal did not authorize, participate in, or know of such misconduct or even when the principal forbade or disapproved of the act in question.

Spence v. Spence, 368 S.C. 106, 126, 628 S.E.2d 869 (Ct. App. 2006). (As to Frank Lollis acting within the scope of his authority, see Final Order, Conclusion of Law No. 29, R. p. >.)

At this point, Appellants are estopped to deny the agency:

When a principal...has knowingly caused or permitted another to appear to be his agent, either generally or for a particular purpose, he will be estopped to deny such agency to the injury of third persons who have in good faith and in the exercise of reasonable prudence dealt with the agent on the faith of such appearances.

R&G Const., Inc. v. LRTA, 343 S.C. 424, 433, 540 S.E.2d 113 (Ct. App. 2000).

Ratification and waiver also sink the Appellants' case. See Final Order, Conclusion of Law No. 31, R. p. >. There was no exception to this finding. "The right to rescind a contract may be lost, as where there is ratification or waiver. The ratification may be express or implied..." 17 AmJur2d "Contracts" s489, p. 960.

The Respondents are further entitled to the benefits of their laches defense, because the Appellants waited until Frank Lollis had died before bringing this action, even though Respondents had been living on the property for more than a year. See *Historic Charleston Holdings v. Mallon*, 381 S.C. 417, 432, 673 S.E.2d 448 (2009).

III. Respondents are entitled to a return of their \$ 850.96 overpayment.

Throughout their Brief Appellants have alleged that Respondents failed to prove one thing or another and then proceeded to reargue their case. An appeal is not a retrial. The question before this Court is not whether it would have reached the same result, but whether there is evidence in the record supporting the fact findings of Judge Griffith (Final Order, Finding of Fact No. 27, R. p. >). Lisa Dutton testified convincingly to the overpayment (R. p. >), so there is evidence in the record to support Judge Griffith's conclusion.

IV. Appellants/Cross-Respondents' Arguments Are Summarized and Shown to Have No Merit.

This summary review of Appellants' arguments will result in some redundancy, but it is presented in the hope that it may simplify the task of the Court.

1. There was no meeting of the minds sufficient to create contracts between Kathleen Lollis and the Duttons. This argument was not raised in the court below but lacks merit because there was a meeting of the minds between Ms. Lollis's agent and the Duttons.

2. Kathleen Lollis did not participate in the contract formation. Her participation was through her authorized agent, Frank Lollis.

3. Frank Lollis was not Kathleen Lollis's agent. There is a long history and course of dealing of Frank acting as his mother's agent to sell property in her name. In the course of 5 years, 9 parcels were transferred out of her name, allegedly without her knowledge (Defendants' Ex. No. 12, R. p. >; R. p. >). She knew or should have known of this but never objected to it. See Final Order, Finding of Fact No. 12, R. p. >. Appellant Lollis's attorney (R. p. >) had this to say: "Kathleen Lollis was fully aware that Frank was buying and selling property in her name." (R.p. >). See also R. p. >.

4. Apparent authority has to be based upon representations made by the principal to third parties. The cases cited by Respondents *supra* show that apparent authority can be created by more than just direct representation from the principal to third parties. There is no necessity that Kathleen Lollis make representations directly to the Duttons.

5. The Duttons never dealt directly with Kathleen Lollis. The Duttons dealt with Ms. Lollis through her agent (R. p. >) and made payments to him in her presence without her objection (R. p. >). Because the land was probably bought by Frank Lollis and just parked in his mother's name (See R.p. > and Order, Finding of Fact No. 11, R. p. >.), her lack of participation is not surprising. (Both Ms. Lollis, R. p. >, and Ms. Campbell, R. p. >, admitted that Frank Lollis could have bought property and put it in their names.) See R. p. > for Kathleen Lollis's admissions of her lack of knowledge/willful ignorance regarding Frank's land dealings.

6. There was no proof of actual agency. Ms. Lollis's attorney testified that she had given a Power of Attorney to her son Frank (R. p. >). This is evidence of actual agency. Ms. Lollis claimed not to know anything about her previous transactions with the Duttons (R. p. >) as set forth in Defendant's Ex. No. 11 (R. p. >), so somebody was obviously handling those for her and that person was Frank (R. p. >). This is also evidence of actual agency. See Final Order, Finding of Fact No. 12 (R. p. >).

7. John Scurry did not have a copy of Kathleen Lollis's Power of Attorney, and Lisa Dutton did not see this document. It is the existence of this document, not its location, which is important here. Mr. Scurry saw it (R. p. >), and Lisa Dutton was aware of it (R. p. >).

8. The Duttons did not present an expert witness to counteract Plaintiffs' expert witness, so the judge was somehow obligated to accept what Plaintiffs' expert said. The judge can believe some or none of what a witness says, and expert testimony is not obligatory to determine the authenticity of signatures. The judge was clearly troubled by

the possibility that the Plaintiffs had manipulated their expert's results by giving him false signature exemplars (Final Order, Findings of Fact Nos. 8, 9 and 16, R. p. >), and the expert admitted that his opinion would be worthless if there was a Power of Attorney allowing another to sign for Kathleen Lollis (R. p. >). The judge rightly chose to believe neutral eyewitnesses who saw Frank Lollis sign documents over the hired expert's contrary opinion (Final Order, Findings of Fact Nos. 10 and 17, R. p. >)

9. It was an abuse of discretion to allow the admission of documents concerning other real estate transactions. The records of the Plaintiffs' other transactions were powerful evidence of how they managed assets in their names. Ms. Lollis claimed that forgeries of her signature in transactions not involving the Duttons were rampant (Defendants' Exhibit No. 12, R. p. >), and the public records contained so many variants of her signature (Defendants' Exhibit No. 74, R. p. >) that she could not possibly have signed them all herself. Other documents impeached the Plaintiffs by showing a pattern of wrongdoing and forgeries benefitting Appellants. The documents at issue clearly met the relevance standard and were therefore admissible.

10. It was an abuse of discretion to allow the introduction of Lisa Dutton's list of the property owned by Frank Lollis at his death (even though no resulting injury was alleged). This document (Defendants' Ex. No. 42, R. p. >) was relevant to the issue of whether Linda Campbell should have opened an estate for her brother Frank, which in turn was relevant to impeach the Plaintiffs by showing their fraud against Defendants (R. p. >). Ms. Dutton testified that this list was based upon her personal knowledge (R. p. >), so it was admissible. See also Final Order, Findings of Fact Nos. 4, R. p. >.

11. It was an abuse of discretion to allow the introduction of the bill of sale concerning Dennis Dutton's riding lawnmower (which the Appellants have converted). This was impeachment evidence, because it showed the fraud of the Plaintiffs against Dennis Dutton. See R. p. >. The Duttons did not seek damages for this conversion.

12. The Duttons did not prove that they paid the amounts called for under the contracts. Because an appeal is not a re-argument of the case, this issue in essence claims that there was no evidence supporting the Court's conclusion. The Duttons provided numerous receipts, a multitude of cancelled checks and testimony to support their claim to have made the required payments. An argument that this Court should re-weigh the evidence asks for relief exceeding what this Court can offer.

13. Lisa Dutton delayed excessively in making her claim. At the time the Duttons were completing payments on their land and trailers, Frank Lollis was dying of cancer. It was difficult to talk business with him under such circumstances, and Lisa Dutton was not sure whether she had paid in full. The Duttons were allowed to move into their new homes, so they did not realize that there was a problem until Ms. Lollis refused to give them their deeds after Frank died. The delay in pressing their claims was therefore not unreasonable, and Plaintiffs did not plead the affirmative defense of laches.

14. The Court erred in finding that the Duttons and their witnesses were more credible than the Plaintiffs and their witnesses. There is abundant support for this finding in the Final Order. See Findings of Fact Nos. 6, 10, 12, 13, 14, 15 and 16 (R. p. >).

15. The Respondents were not financially able to pay the purchase prices for their property. Finding of Fact No. 21 in the Final Order (R. p. >) shows that the judge's conclusion is well-supported, and it cannot be re-argued. The Defendants did not have a complete set of their Social Security records, so Plaintiffs subpoenaed them (R. p. >) and therefore knew what they contained. In a repeat of her trickery about the Power of Attorney, Plaintiffs' counsel consistently phrased her questions to Ms. Dutton concerning what the Social Security documents **she had provided** showed rather than what the totality of those records counsel had in possession showed (R. p. >). This created the false impression that the Social Security records did not support what Ms. Dutton was saying. There was no violation of the discovery order, because the Duttons turned over

all the documents they had and provided summaries of facts for which there was no documentation (such as cash gifts from relatives). Appellants have not shown any prejudice from discovery issues.

16. Kathleen Lollis did not receive any money directly from the Duttons. This is another misleading assertion. Ms. Lollis delegated to her agent, Frank Lollis, the handling of payments. Some of these payments were made in her house in her presence, (R. p. >) and she sometimes fetched the receipt book so that her agent could sign a receipt on her behalf (R. p. >).

V. Appellants/Cross-Respondents' Brief Contains Numerous Misrepresentations.

There are numerous instances in the Appellants' Brief of statements which are either misleading or contrary to the facts and which have unnecessarily increased the cost of this appeal. The worst of them are as follows:

1. P. 5, para. 2. "Respondent Lisa Dutton was aware that Appellant never signed the contract." In the cited passage at R. p. >, Ms. Dutton is asked "Are you aware *today* that Kathleen Lollis did not sign the contract with the piece of property you are alleged to have purchased?" (Emphasis supplied) What she was aware of after the Plaintiffs' presentation of their case is not the equivalent of entering into a contract knowing that the record owner was not a direct participant. Furthermore, Ms. Lollis did not need to sign the contract, because her agent signed for her. Ms. Lollis's agent prevented Lisa Dutton from knowing who signed her contracts by presenting them to her already signed (R. p. > and Final Order, Finding of Fact No. 7, R. p. >).

2. P. 6, para. 1, the genuine signature issue. Appellants neglect to mention that the trial judge found "Frank Lollis frequently signed other people's signatures to documents to facilitate sales of property both real and personal." Final Order, Finding of Fact No. 7. R. p. >. There has been no appeal from this finding.

3. P. 6, para. 2. "Respondents acknowledge that Appellant Lollis is the owner of the Cemetery Road property (Answer and Counterclaim filed October 1, 2013)." What the Answer and Counterclaim actually said was this:

9. Plaintiff Lollis holds legal title to the realty at issue, but Defendants Lisa and Dennis Dutton have equitable title by virtue of having bought the property. Though Defendants have fulfilled their part of the bargain, Plaintiffs have wrongfully failed and refused to convey their property to them. (R. p. >) (See also Paragraph 6 of the Answer and Counterclaims.)

4. P. 7, para. 1. "Both Respondent Lisa and Dennis Dutton... acknowledged the same [that Ms. Lollis was the owner of the Cemetery Road property] in the Answer and Counterclaim. See No. 3 above and Paragraph 39 of the Answer and Counterclaims.

5. P.9, para. 1. "Attorney Scurry did not have a copy of a Power of Attorney giving Frank Lollis Power of Attorney for Appellant Lollis in his possession..." Throughout the case beginning with the misleading affidavit Appellants submitted to try to win summary judgment (R. p. >), they have tried to sow confusion with the nonissue of whether attorney Scurry had in possession a copy of the Power of Attorney he had been shown by Frank Lollis (R. p. >). This is misleading and irrelevant, and it wrongfully increased Respondents' attorney fees.

6. P. 9, para. 2. "[Appellant Lollis] had no right to control the actions of Frank Lollis, nor was she able to limit his authority since she was unaware of his actions." This misrepresents the law and the facts by conflating the failure to exercise control of an agent (R. p. >) with the legal right to control the one she put in charge of her property. See Final Order, Finding of Fact No. 12, R. p. >.

7. P. 12, para. 1. "Respondents did not produce any expert testimony to contradict the findings of Mr. Dawson." The false implication of this statement is that only an expert can testify to the genuineness of signatures. This is not the law. See 11 S.C. Digest "Evidence", s 474(14), p. 204. Not only did the Duttons testify about the genuineness of the signatures, they also presented neutral eyewitnesses to support their

claims (Final Order, Finding of Fact Nos. 10 and 17, R. p. >).

8. P. 12, para. 2. "Marvin Dawson, the forensic document examiner, found that there is reason to believe the purported signature of Frank Lollis on the receipt for \$ 24,700 is a non-genuine signature." This shaky conclusion ignores Plaintiffs' Exhibit No. 15, Supp. Rpt. No. 2 (R. p. >) where Mr. Dawson states that the contemporaneous signature of Frank Lollis releasing the lien on Dennis Dutton's trailer (and thus indicating full payment) is genuine. The judge was not required to accept the testimony of any witness. See also Final Order, Findings of Fact Nos. 18 and 19, R. p. >.

9. P. 13, top of the page. "Respondents did not present their own forensic document examiner or any other expert to contradict the expert testimony of Marvin H. Dawson." See No. 7 *supra*. There was ample testimony from those who could recognize and verify Frank Lollis's signature . It is interesting to note that Plaintiff Campbell authenticated her brother's signature, even though she is not an expert (R. p. >).

10. P. 13, top of page. "The Court obviously found Appellants' expert to be reliable." The Court in fact rejected almost all of Mr. Dawson's conclusions. See Final Order, Findings of Fact Nos. 26 and 27, R. p. >. Appellants apparently forgot that in Paragraph 9 of their Motion to Reconsider, Alter or Amend (R. p. >) they state, "The Court erred in completely disregarding the testimony of Plaintiffs' expert witness...."

11. P. 16, para. 1. "Respondents admitted in their Answer and through testimony that Appellant Lollis is the owner of the Cemetery Road property." See No. 3, *supra*.

12. P. 16, para. 3. "[A]ll parties involved acknowledged that Appellant Lollis did not receive any money for payment toward her property...." This is simply not true. See the Paragraphs 24, 36, 54 and 68 of the Answer and Counterclaims (R. p. >) and the voluminous testimony about payments to Kathleen Lollis's agent, Frank Lollis.

Conclusion

There is no basis to grant the Appellants/Cross-Respondents relief, so their appeal must be dismissed. Respondents/ Cross-Appellants should be granted the relief they sought in their Brief.

Respectfully submitted,

COX, FERGUSON & WHAM, LLC
Attorneys for the Respondents/Cross-Appellants

By: _____

John R. Ferguson

John R. Ferguson
S.C. Bar No. 1987
107 E. Laurens St.- P.O. Box 286
Laurens, S.C. 29360
(864) 984-2126

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Respondents.

CERTIFICATE OF SERVICE

The undersigned certifies that she is an employee at Cox Ferguson and Wham LLC and that on the 19 day of November, 2015 she served the Respondents' Initial Brief of Respondents/Cross-Appellants herein by depositing a copy of it in the United States Mail, postage prepaid and addressed to:

Matthew P. Turner, Esq.
Attorney at Law
P.O. Box 668
Laurens, SC 29360.

Dulorah S. Ball

November 19, 2015

COX, FERGUSON & WHAM

ATTORNEYS AT LAW
107 E. Laurens St.
P.O. Box 286
LAURENS, SOUTH CAROLINA 29360-0286

W. REID COX, JR.
JOHN R. FERGUSON
ALLEN M. WHAM

PHONE: (864) 984-2126
FAX: (864) 984-7372
E-MAIL: jferg@backroads.net

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Re: Lollis et al. V. Dutton, et al., 2015-001861

Dear Ladies:

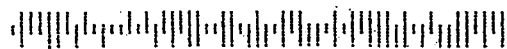
With this letter I am enclosing for filing the original of Respondents' Initial Brief of Respondents/Cross-Appellants. I am also enclosing an original and a copy of a Certificate of Service on opposing counsel. Please file the original of that document and send me a clocked copy in the envelope provided.

Thank you for your help.

Sincerely,


John R. Ferguson

JRF/wp
Encl.
CC: Matthew P. Turner, Esq.



Cox Ferguson & Wham LLC

Attorneys at Law

PO Box 286 - 107 E. Laurens St.

Laurens, SC 29360

(864) 984-2126

Office of the Clerk of Court
S.C. Court of Appeals
1015 Sumter St.
Columbia, SC 29201