

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Case No. 2013-002082

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JAN 25 2016

SC Court of Appeals

Dr. Rogers C. Reeves, Individually and
and as Trustee of the Reeves Family
Trust,

Respondent,

V.

Goldie Grier Reeves,

Appellant

Initial BRIEF OF APPELLANT

STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN MAKING APPELLANT AGREE TO A CONSENT ORDER AGAINST THE WISHES AND WITHOUT THE KNOWLEDGE OF THE APPELLANT?
2. DID THE APPELLANT RECEIVE INEFFECTIVE ASSISTANCE OF COUNCIL?
3. WAS THERE FRAUD, COERSION, AND DCEPTION TO INDUCE THE THE APPELLANT INTO AN AGREEMENT TO HER DETRIMENT?

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CASES

Wiggins v. Smith, 675 S.E.2d 425 (S.C. 2009)

Turner v. Milliman, 381 S.C., 671 S.E. 2d 636 (2009).

STATUTES

S.C. Code Ann. § 15-48-130 (2015)

S.C. Code Ann. § 15-48-140 (2015)

S. C. Code Ann. § 62-5-409 et el. (2015)

OTHER AUTHORTIES

Federal Rules of Evidence Rule 408

STATEMENT OF THE CASE

Appellant appeals from errors in judgment from the lower court decision made on August 6, 2013. The Appellant has suffered significant damages as a result of the decision of the lower court including loss of her home and inheritance for her children, in the form of a trust, as the result of an arbitration agreement adjudged by the lower court without the consent of the Appellant. The Appellant asserts that there is **Reversible Error** throughout the lower court proceedings and during the arbitration and in fact was compelled to enter into this agreement by force through an order to compel to a consent order and under false pretenses.

Appellant asserts that she was not adequately represented by her attorney neither in court, nor in arbitration proceedings and thus is a victim of **inadequate assistance of counsel**. This gave the Respondent **unfair advantage** in negotiations and as it pertained to what the Appellant intended to gain from this suit.

Appellant also asserts that there was **coercion, collusion, corruption and fraud in the inducement** to gain her signature and the signatures of the other members of the **Reeves Family Trust**, on the arbitration agreement and that the **judge abused discretion** by accepting that agreement and compelling the Appellant to settle by way of binding arbitration and a motion to compel to a consent order.

Finally Appellant was in poor physical and mental health during the time of these proceedings and therefore was an easy target to be taken advantage of and the Appellant's **competency** or best interest was not correctly considered by the lower court.

ARGUMENTS

- I. APPELLANT WAS NOT ADEQUATELY REPRESENTED BY COUNSEL NOR DID APPELLANT'S COUNSEL DO WHAT HE WAS INSTRUCTED TO DO BY APPELLANT.

Appellant's former attorney Mr. Lee Daniels, Jr. never adequately represented her by **vigorously and rigorously** trying to state her position nor did he demand a jury trial or other relief as the Appellant requested in her initial complaint. Mr. Daniels, against the wishes of Appellant, kept repetitively insisting that Appellant take the Respondent's offer to enter into binding arbitration and later to settle the arbitration. Even to the point of becoming angry and using a threatening tone of voice with Appellant. Page 5 and 6 of the record.

property to sell it. The buyer was an investment partner of the Respondent. They in effect partnered to force a quick sale of the property which was never the will of the Appellant and she expressed this many times and she was ignored.

The Respondent also coerced Scot Reeves and Kelly Reeves, the children of the Appellant with the Respondent to sign away the property. The children were part of the **Reeves Family Trust** which was the owner of the property. The property could not be conveyed until they signed off. The Respondent told the children that "their mother said it was ok" when no such consent was ever given by Appellant. This act in and of itself represents fraud.

While Appellant was in a sickly condition she believes Mr. Daniels tricked her into signing the arbitration agreement, while in the meantime Mr. Chasteen filed a motion to compel the Appellant to go along with a previously memorialized consent order. The record indicates that the Appellant was included in these negotiations through a series of emails, but the Appellant emphatically denies that she was ever a part of these talks and it was all done through and by Mr. Daniels and Mr. Chasteen.

The judge abused discretion by using the negotiation emails as proof of the agreement and as the basis for finding that Appellant had participated in such negotiations. **RULE 408** of the Federal Rules of Evidence prohibit the use of content of negotiations as evidence and the judge should have never allowed it to be entered and the lawyers representing the Appellant should have objected to it being used.

At the time of the emails Appellant was a pro se litigant and was not represented by anyone Mr. Daniels had filed his motion to be removed as counsel but still agreed to the Motion to Compel. At this point Mr. Daniels was and should have been considered hostile to the interests of the Appellant.

The decision of the lower court was based upon these inadmissible email conversations. This emphasizes the previous point that the Appellant was not adequately represented in these negotiations to convey the property nor was selling the property the original intent of the suit. The Appellant was in fact coerced into the sale of the property.

III. THE COMPETENCY OF THE APPELLANT WAS IGNORED:

Finally, The Appellant was evaluated and even removed from her home by DSS. At no time did anyone either judge, lawyers, *Guardia ad Litem* or the Respondent think to stop the proceeding because the Appellant was incompetent? Is this an equitable and just thing to do? **South Carolina Code Section 62-5-409 et el.** A person who has been declared incompetent cannot convey interest in property and any such conveyance is void or voidable. Appellants *Guardian ad Litem* did not sign off on the conveyance nor make a written recommendation concerning the conveyance

Appellant's position has always been to keep her home or to get a comparable home and to establish an inheritance for her children. Effectively, that is why the **Reeves Family Trust** was established. Page 52 of the record.

This is evidenced in the record below by the fact that Mr. Daniels filed a motion to be removed as the attorney of record because Appellant refused to accept the agreement. Page 79 and 97 of the record. Appellant believes and still contends that the property was and is worth more than what was offered to Respondent even with the water damage to the property. Mr. Daniels also agreed to the consent order without the approval or consent of the Appellant. Pages 101 and 102 of the record.

Secondly, the *Guardian ad Litem*, Ms. Karen R. McManaway did no real legal work on behalf of the Appellant, she merely interviewed the participants and wrote a recommendation. Her recommendation calls for a conclusion of law which she is not an expert to provide. It is unclear what purpose of her recommendation was to the disposition of the case. It clearly was not to place the Appellant in a better position legally or financially. At that point she was supposed to help replace Mr. Daniels and to protect the Appellants interests because she was mentally and physically able to do so, she effectively did neither.

Appellant constantly felt like she was being victimized throughout the entire process even to the point when she began to feel like Mr. Daniels was more on the side of the Respondent, which was expressed to the court below. Pages 13 thru 24 of the record. This is one reason the Appellant decided to pursue an appeal on her own. At every step of these proceedings no one was effectively on the side of the Appellant. In such cases ineffective assistance of counsel can be used as a grounds for appeal, Wiggins v. Smith, 675 S.E.2d 425 (S.C. 2009)

II. APPELLANT NEVER CONSENTED TO ARBITRATION NOR THE ARBITRATION AGREEMENT.

Appellant believes that there was **Corruption and Fraud** to gain her consent to arbitrate and then to get her to sign the arbitration agreement. Fraud to induce an opponent to consent to an agreement renders the agreement void or voidable and is a grounds for appeal. Turner v. Milliman, 381 S.C., 671 S.E. 2d 636 (2009).

Appellant believes and can prove that Mr. Daniels was privy to real estate negotiations between the Respondent and the purchaser of the property which was the subject of this initial law suit. In this negotiation the Appellants best interests were not represented by Mr. Daniels or Ms. McManaway. There was never any contingency plan made for the mental and physical recovery of the Appellant as to where she would live or what would happen to the trust for her children.

In addition, The Respondent sold the property to a close business associate in order to facilitate and expedite the order to compel using the fact that they had a binding offer on the

The Appellant suffered two strokes and has cancer and was living in a house that was in disrepair, but everyone was placing blame and rushing to gain a small settlement so they could get the Appellant out of their hair. It was never the intent of the Appellant to sell the house it was to repair the house and leave it to her children.

The disrepair of the house was not caused by the Appellant but by the people that the Respondent hired. How could a woman in such a physical and mental state cause 81,000 in damage? Even as Trustee of the **Reeves Family Trust** the Respondent didn't look out for the best interest of the trust by selling the property and not replacing it. Neither did he make the repairs in a timely manner.

The Respondent failed in his **fiduciary duty** to the trust. Respondent **breeched the trust**, thereby not only placing the Appellant in a detrimental position but also placing his children in a detrimental position as well. A man in the substantial position that the Respondent is in should have as **trustee** and father assumed the responsibility of repairs and oversaw that they were done correctly, not place blame on a very sick and ailing woman who had spent two years in the hospital and several more in a convalescent state. Truth is the only one that gained from this whole transaction was the Respondent because he eliminated the responsibility of his ex wife and his children through a series of calculated legal moves.

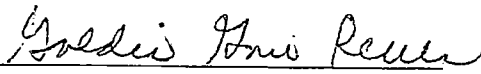
Under South Carolina law Section 15-48-130 a court may vacate an arbitration award if it was gotten by fraud or corruption, Appellant believes this is the case here and that the lower court erred in not finding that such.

CONCLUSION

Because of the egregious and reprehensible acts by all those involved The appellant therefore prays that this honorable court would vacate the order and the arbitration agreement of the lower court and award the Appellant the ability to pursue the course of action that the Appellant believes would be favorable to her interests and the interest of her future and her children's future by awarding the Appellant \$81,000, eighty-one thousand dollars in compensatory damages

Since the property in question in the original law suit was sold and cannot be recouped, the Appellant prays this court would award \$500,000, five hundred thousand dollars in punitive damages to be placed in trust for the care and up keep of a future home to be purchased by Appellant and for the future inheritance of her children

November 5, 2015


s/ Goldie Grier Reeves (Nov. 20, 2015)
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JAN 25 2016

SC Court of Appeals

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