

STATE OF SOUTH CAROLINA )  
COUNTY OF CALHOUN )

IN THE COURT OF COMMON PLEAS  
CASE NO.: 2013-CP-09-00083

Bonnie Riley, )  
Plaintiff, )  
vs. )  
Michael Outlaw, )  
Defendant. )

FINAL ORDER  
OF  
JUDGMENT

RECEIVED  
SEP 13 2016  
SC Court of Appeals

This matter comes before the Court on a Summons and Complaint filed by the Plaintiff on April 19, 2013 in which she seeks an Order to require the Defendant to remove equipment from the property of the Plaintiff and to permanently prohibit the Defendant from entering the Plaintiff's property as well as for punitive damages. The Defendant filed his Answer and Counterclaim on or about June 25, 2013 in which he denies the allegations of the Complaint and requests the enforcement of a verbal contract of sale entered into between the Plaintiff and Defendant regarding the property in question and for a judgment for damages against the Plaintiff for Quantum Meruit. The Plaintiff filed her reply to the Counterclaim on or about July 13, 2013 denying the allegations of the Counterclaim.

This matter was referred to me as Special Referee by a Consent Order of Reference filed on August 21, 2014. A final hearing was held before me on or about May 20, 2016 where I received testimony and evidence presented at trial. Based on the testimony and evidence presented at the trial of this case and on the exhibits offered into evidence as well as on the pleadings filed by the parties, I would make the following findings of fact:

1. This Court has jurisdiction over the parties to this action and the subject matter of this action and the final hearing in this matter was properly held.

2. The Plaintiff, Bonnie Riley and the Defendant, Michael Outlaw are neighbors who own adjoining property in Calhoun County and have known each other for many years.

3. The disputed property in this case is described herein and will be referred throughout

ATTEST TRUE COPY  
*[Signature]*  
KENNETH HAYES  
CLERK OF COURT  
CALHOUN COUNTY

*[Handwritten initials]*  
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this Order as Parcel "C". Parcel "C" is described as follows:

All that certain lot of land situate near St. Matthews, Amelia Township, Calhoun County, South Carolina, shown as Parcel "C" on a plat prepared by Edisto Engineers & Surveyors, Inc. dated May 16, 2005 and revised December 17, 2008 recorded in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_, Calhoun County Clerk of Courts Office containing 1.19 acres, bounded on the NORTHEAST by lands of Bonnie Riley; on the SOUTHEAST by lands of Donald Wayne Saylor; on the SOUTHWEST by lands of Catherine S. Heckle and lands of Nancy S. Harrison; and on the NORTHWEST by lands of Michael Outlaw.

TMS#: 106-00-02-025 (portion of)

4. Parcel C is further described in a Plat that was offered into evidence in this case. Parcel "C" is a tract of land containing approximately 1.19 acres which is adjacent to both the property of the Plaintiff and Defendant.
5. During the year 2007, the Plaintiff and Defendant entered into a verbal agreement whereby the Defendant would provide lawn care services to the Plaintiff on the property upon which she resided as well as the property referred to here as Parcel "C". The Defendant was to mow the grass and maintain both the property of the residence of the Plaintiff as well as Parcel "C" and as a result of doing the work, the Plaintiff agreed that she would convey Parcel "C" in fee simple to the Defendant at some point in the future.
6. Both the Plaintiff and Defendant testified and confirmed that this was the verbal agreement they entered into in 2007.
7. Thereafter, the Defendant did in-fact begin mowing the grass and maintaining the property of the Plaintiff and on Parcel "C" and did so for a number of years. However, the Plaintiff regularly complained about the manner in which the Defendant's workers would mow the grass and would regularly complain to both the Defendant and the workers or the Defendant. The Defendant told the Plaintiff that she needed to tell the workers while they were mowing what her complaints were and how she wanted them to mow the yard since he was not present. Nevertheless, the Defendant continued to have his employees and workers mow the yard and maintain the property pursuant to the verbal agreement.
8. Sometime during the year 2008, the Defendant and a friend of his cleared Parcel "C"

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with a bulldozer and took down many of the trees and stumps and they cleared up debris and leveled up the property in question. This was all done either by the expense of the Defendant or done for the Defendant at no cost by Mr. Jack Brady. Also in 2008 the Defendant had a new plat prepared by Edisto Surveyors and paid \$465.00 for this plat to show the exact courses, distances metes and bounds of Tract "C".

9. In 2009, the Defendant's wife prepared a letter to Wachovia Bank on behalf of the Plaintiff requesting the mortgage on Tract "C" be released so she could convey fee simple title of the property to the Defendant. The Defendant's wife testified that the Plaintiff did sign this letter and that it was send to Wachovia,

10. In addition, Attorney Martin Banks was hired to prepare a deed that the Plaintiff was going to sign conveying Parcel "C" to the Defendant. When the Plaintiff went to the Office of Mr. Banks, Mr. Banks suggested that they wait on this deed being signed because of some issues that had come up in regards to the Defendant. Therefore, the deed was not signed in 2009 and was postponed. Thereafter, the Defendant continued to mow and care for the property in question as well as the Plaintiff's property throughout the next few years either at his expense by using his workers or employees or by hiring other landscapers to provide this service. The cost of mowing and maintaining the Plaintiff's home property was \$100 per month and the cost of maintaining and mowing Parcel "C" was also \$100 per month. Therefore, it was costing the Defendant \$200 per month to maintain these properties throughout this time period.

11. Early in 2013 the Defendant spoke to the Plaintiff and asked her to go ahead and sign the deed prepared by Martin Banks. The Plaintiff agreed to do so but asked the Defendant to have his workers or landscapers to do some additional work on her property in question. Within a few days after this work was done, the Plaintiff called the Defendant and told her she was not happy with the services he had provided since 2007 and she refused to sign the deed in question. The result of the Plaintiff refusing to sign the deed ultimately led to this litigation which was begun by the Plaintiff who filed suit to have the Defendant removed from Parcel "C" and prohibited from entering Parcel "C" and her home property.

*RBV*  
*p 3*

12. At this point, the Plaintiff prohibited the Defendant or anybody working for the Defendant from going on to her home property to perform landscaping and mowing services. However, the Defendant did continue to mow and maintain Parcel "C" after the litigation began and he continued to do so up until the date and time of the hearing at a cost of \$100 per month.

13. The Defendant had mowed grass and maintained both the home property of the Plaintiff and Parcel "C" from 2007 through the beginning of this litigation in February 2013 at a cost of \$200 per month. In addition, the Defendant continued to maintain and mow the property known as Parcel "C" at a cost of \$100 per month from February 2013 through May 2016 at the time of this hearing.

14. As a result, the Defendant seeks either an Order from the Court requiring the Plaintiff to convey to him Parcel "C" or a judgment for breach of the verbal contract for Quantum Meruit in the amount of \$13,800 for the time period from 2007 (including six months) through February 2013. This amount is or 68 months times \$200 per month for a total of \$13,600. In addition, the Defendant seeks judgment for 39 months from the beginning of the litigation through the date of the hearing at \$100 per month or \$3,900. The Defendant seeks total judgment damages of \$17,965 which includes the cost of survey. This calculation of damages is reasonable to the Court because it only includes the monthly mowing fees and does not include the work done by the Defendant clearing and leveling the property nor any additional work done by him in terms of maintaining this property .

Based on the findings of fact included herein and of the Law of the State of South Carolina, I hereby make the following conclusions of law:

1. The Plaintiff has failed to prove her case in which she seeks a permanent injunction to prohibit the Defendant from for entering Parcel "C" and doing the work he has been performing since 2007. Therefore, the Complaint of the Plaintiff must be dismissed. The Defendant has proven the existance of a verbal contract of sale regarding Parcel "C" in his Counterclaim. While the Court recognizes a verbal contract of sale would be prohibited by the South Carolina Statute of Frauds, the partial performance and in fact the complete performance by the Defendant in mainlining and mowing the property in question would take this matter outside the Statute of Frauds. In addition, the letter

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signed by the Plaintiff to Wachovia Bank would also be a writing that would provide evidence of this existence of this verbal contract. Finally, the Plaintiff's appearance at the office of Martin Banks to sign the deed at first would also indicate that the Plaintiff did in fact enter into this contract with the Defendant. Finally, the testimony of the Plaintiff verified that the parties did enter into this agreement.

2. Even if there was no forceable contract of sale in this matter, The Defendant has proven his case in Quantum Meruit. From 2007 through the beginning of 2013 the Plaintiff allowed the Defendant to mow and maintain her property as well as Parcel "C", although with many complaints from the Plaintiff. In spite of the complaints, the Plaintiff never stopped the Defendant from performing the service and allowed him to do so for nearly six (6) years prior to this litigation in which the Defendant received no compensation from the Plaintiff other than the promise of the conveyance of Parcel "C". Therefore, I conclude that the Defendant should have judgment against the Plaintiff in the amount of \$17,965.

3. I find that this judgment should be entered against the Plaintiff in the amount of \$17,965 but that the Plaintiff should be able to satisfy this judgment in full by conveying good and marketable fee simple title of Parcel "C" to the Defendant. If this is done by the Plaintiff, the judgment herein would be satisfied.

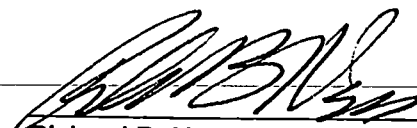
IT IS THEREFORE ORDERED that the Defendant have judgment against the Plaintiff in the amount of \$17,965 for the reasons set forth herein and that the Clerk of Court for Calhoun County is hereby authorized and required to enter such judgment in the records against the Plaintiff in this amount.

IT IS FURTHER ORDERED that the Plaintiff can satisfy this judgment in full by conveying good and marketable fee simple title to Parcel "C" to the Defendant and once this is done then the Clerk of Court in further authorized to satisfy the judgment on the record.

IT IS FURTHER ORDERED that the Complaint of the Plaintiff is hereby dismissed.

IT IS SO ORDERED.

Dated: 8/18/16  
Bamberg, South Carolina

  
Richard B. Ness  
Special Referee Calhoun County



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

JUDGMENT IN A CIVIL CASE

FILED

CASE NO. 2013 CP-09-00083

Bonnie Riley

2015 AUG 23

Michael Outlaw

AT 11:30

PLAINTIFF(S)

DEFENDANT(S)

HELEN HASTI  
 CLERK OF COURT  
 CIVIL DIVISION

Submitted by: Master in Equity

Attorney for :  Plaintiff  Defendant  
 or  
 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 :

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)
Michael Outlaw	Bonnie Riley	\$ 17,965 <sup>00</sup>
		\$
		\$

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

Parcel C on plot 119 acres - portion Tax map # 1060002025

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.



80921

**GLENN WALTERS  
ATTORNEY AT LAW, P. A.**

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Email: [glennwaltersp@gmail.com](mailto:glennwaltersp@gmail.com)

Glenn Walters, Sr., Esquire  
R. Bentz Kirby, Esquire, Retired, Of Counsel

VIA FACSIMILE and U. S. MAIL

September 13, 2016

**RECEIVED**  
SEP 13 2016  
SC Court of Appeals

Attn: Clerk  
South Carolina Court of Appeals  
PO Box 11629  
Columbia, SC 29211

RE: Bonnie Riley v. Michael Outlaw  
Case: 2013-CP-09-0083

Dear Sir or Madam:

Please find enclosed with this letter, six (6) copies of the Order that was inadvertently omitted with the filing fee for the Notice of Appeal for the above-mentioned action. Please forward the filed copies back to our office in the self-addressed envelope that is enclosed for your convenience.

Please feel free to contact our office to address any concerns.

Sincerely,



Glenn Walters

GW/hby  
Enclosures

**CERTIFICATE OF SERVICE**

This is to certify that I have served counsel for all parties in the foregoing matter with a copy of this pleading by:

- depositing in the U. S. Mail a copy of same in a properly addressed envelope with adequate postage thereon.
- handing counsel a copy thereof.
- by facsimile and depositing in the U. S. Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 13<sup>th</sup> day of September, 2016  
GLENN WALTERS

BY 