

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2015-CP-35-00070

Sonny L. Adams

FILED  
GWENDOLYN D. SMITH  
Nadine G. Adams

PLAINTIFF(S)

2015 AUG 19  
DEFENDANT(S)

Submitted by: 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.
- 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

RECEIVED

This order  ends  does not end the case.

Additional Information for the Clerk :

DEC 09 2016

INFORMATION FOR THE PUBLIC INDEX

SC Court of Appeals

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
		\$
		\$
		\$

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

Circuit Court Judge Al Shry See Judge Code 2118 Date 8/15/2016

For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

Heather Hite Stone

C. Rauch Wise

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Clerk of Court

STATE OF SOUTH CAROLINA  
COUNTY OF MCCORMICK

FILED  
WENDOLYN D. CHILES  
2015 AUG 9 A 9 39  
CLERK OF COURT  
MCCORMICK COUNTY, SC

IN THE COURT OF COMMON PLEAS  
ELEVENTH JUDICIAL CIRCUIT

Sonny L. Adams,

CASE NO. 2015-CP-35-00070

Plaintiff,

vs.

ORDER

Nadine G. Adams,

Defendant.

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SC Court of Appeals

This matter arises out of a dispute regarding a mobile home ("Mobile Home") and the land ("Land") (collectively, "Property") upon which the Mobile Home sits. Plaintiff Sonny L. Adams ("Plaintiff") brought this action on May 18, 2015, seeking damages for unjust enrichment and promissory estoppel. On November 19, 2015, Defendant Nadine G. Adams ("Defendant") filed a counterclaim seeking back payment of rent. About a week prior to trial, Plaintiff filed a Motion for Default Judgment. Plaintiff and Defendant, however, had already engaged in discovery and were prepared for trial. Accordingly, the Court denied Plaintiff's Motion, and this case was heard as a nonjury trial. Plaintiff was represented by Heather Hite Stone, Esquire, and Defendant was represented by C. Rauch Wise, Esquire. At the conclusion of the trial, the Court viewed the Property at issue. Based upon the testimony, evidence, and the record before the Court, the Court makes the following findings of fact and conclusions of law:

**FINDINGS OF FACT**

1. The Property which is the subject of this action is located at 104 Lindley Road in McCormick County, South Carolina. On October 5, 2007, the Land was conveyed to Defendant by deed of C. Wayne Day, which was recorded in the McCormick County Clerk's Office in Deed Book 216, Page 52. The deed states, in relevant part, as follows:

I, C. Wayne Day, in the State aforesaid, for and in consideration of the sum of Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars to me paid by Nadine G. Adams in the State aforesaid have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Nadine G. Adams, her heirs and assigns forever, the following described real property:

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All that piece, parcel or tract of land, situate, lying and being in the County of McCormick, State of South Carolina, with improvements thereon, containing 3.26 acres, more or less, and being the remainder of a tract of land conveyed to Grantor by Ann B. Dorn by deed recorded in the Office of the Clerk of Court for McCormick County, S.C. in Deed Book 138, Page 70.

Tax Map. No. 085-00-00-009.

This conveyance includes the mobile home on said property.

2. Plaintiff is the former brother-in-law of Defendant. Defendant's husband is deceased.

3. In 2008, Defendant gave Plaintiff the Mobile Home which was located on the Land, but has not conveyed the title to the Mobile Home to Plaintiff. At the time that Defendant gave the Mobile Home to Plaintiff, the Mobile Home was in poor condition but was habitable. Between 2008 and 2010, Plaintiff spent \$44,850.64 in improvements to the Property, predominantly to the Mobile Home. Plaintiff produced receipts evidencing the work he had performed. Improvements to the Mobile Home included the installation of a new roof, an air conditioning and heating system, updated windows, an additional room and bathroom with a walk-in closet, gables and beams, updated plumbing, vinyl siding, a front and back porch with concrete bases, concrete brick foundation, and laminated floors. Plaintiff also repaired the then existing septic tank and maintained the well located on the Property. The improvements to the Land included the installation of a concrete patio area, driveway, and a shed that sits on a concrete pad. Plaintiff also installed columns that annexed the roof of the Mobile Home to the front and back porch. Plaintiff testified that the installation of these columns makes it impossible to relocate the Mobile Home.

4. Plaintiff moved into the Mobile Home in 2010. Plaintiff, moreover, has paid the taxes on the Mobile Home since 2012, and has paid the taxes on the Land since 2014. Plaintiff has paid \$299.00 in taxes on the Mobile Home and has paid \$733.48 in taxes on the land, a total of \$1,032.48.

5. Plaintiff testified that he believed Defendant was going to convey the Mobile Home title to him and would also either sell him, or give him, a portion of the Land on which the Mobile Home sits. The Mobile Home sits on a portion of a three acre tract of land owned by

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Defendant. Defendant's home also is located on the three acre tract. The tract of land is not subdivided.

6. Defendant occasionally would visit the Plaintiff at the Mobile Home, and thus, was aware of at least some of the improvements Plaintiff was making to the Property. Defendant testified, however, that she did not realize that any of the improvements were permanently annexing the Mobile Home to the Land.

7. Other than the receipts evidencing how much Plaintiff paid for the various improvements to the Mobile Home and Land, Plaintiff provided no evidence regarding how these improvements affected the value of the Mobile Home and Land.

8. In 2013, Plaintiff and Defendant engaged in discussions via text message concerning Plaintiff moving the Mobile Home from the Land. Plaintiff informed Defendant that if he was going to have to move the Mobile Home, he needed the title to be put in his name so that he could borrow money to get it moved. No effort was made by Defendant to give him title to the Mobile Home. At trial, Defendant testified that she would assist Plaintiff in obtaining the title to the Mobile Home.

9. Plaintiff also testified that at some point, he had purchased a parcel of land adjacent to the Land in question because Defendant had agreed to exchange the land that Plaintiff had purchased for an acre of the Land. Defendant testified that she never agreed to exchange any property or give an acre of the Land to Plaintiff.

10. In 2014, Defendant asked Plaintiff to move the Mobile Home off the Land; Plaintiff refused. Thereafter, Defendant prepared a lease agreement whereby Plaintiff would be required to pay Defendant \$200 a month for rental of the Land. Defendant testified that she believed this was a fair price for renting the Land. After Plaintiff refused to sign the lease agreement and pay the respective \$200 in rent, Defendant filed an eviction action in magistrate's court. After Plaintiff filed the instant action, Defendant dismissed the magistrate's matter, and filed a counterclaim for Plaintiff's failure to pay rent for use of the Land after she asked Plaintiff to start paying rent.

11. Defendant testified that if Plaintiff moves the Mobile Home from the Land, the Land will be damaged because Defendant will have to remove the concrete driveway, patio, shed, and concrete slab, upon which the shed sits.

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## CONCLUSIONS OF LAW

1. The Court possesses both subject matter and personal jurisdiction. Venue is proper in McCormick County.

2. This is an action in equity. “When this court is sitting in equity, and thus viewing evidence for its preponderance, [it is] to consider the equities of both sides, balancing the two to determine what, if any, relief to give.” *Anderson v. Buonforte*, 365 S.C. 482, 493, 617 S.E.2d 750, 755 (Ct. App. 2005).

3. A mobile home, also known as a “manufactured home,” is:

[A] structure, transportable in one or more sections which, in the traveling mode, is eight body feet or more in width or forty body feet or more length or when erected on site is three hundred twenty or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained in it.

S.C. Code Ann. § 40-29-20(9) (Rev. 2011).

4. A fixture is “[p]ersonal property that is attached to land or a building and that is regarded as an immovable part of the real property[.]” *Black’s Law Dictionary* (10th ed. 2014).

5. “A mobile home usually is classified as personal property.” *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 379, 534 S.E.2d 688, 692 (2000). “However, a mobile home may cease being personal property by annexation to real estate and may be sold with the real estate.” *Wells Fargo Bank Minnesota, Nat’l Ass’n v. Luther*, 2005 WL 7083446 at \*4 (S.C. Ct. App. Feb. 17, 2005). “In such a case, the mobile home is considered a fixture[.]” *Id.* However, “[a] mobile home does not become a fixture by mere affixation to realty.” *Id.* Instead, several factors must be considered in “determining whether an item remains personalty or becomes a fixture when affixed to realty[.]” *City of North Charleston v. Claxton*, 315 S.C. 56, 62, 431 S.E.2d 610, 614 (Ct. App. 1993). “The test for determining whether such an item continues to be personal property or becomes a fixture after attachment to land is set out in *Carroll v. Britt*, 227 S.C. 9, 86 S.E.2d 612 (1955).” *In re Avery*, 7 B.R. 28 (Bankr. D.S.C. 1980). “Whether or not a building on lands is a fixture depends, as in other cases generally, upon the mode of attachment or annexation, the character of the structure, the intention of the person making the annexation, and the relationship of the parties.” *Carroll v. Britt*, 227 S.C. 9, 15, 86 S.E.2d 612, 615 (1955).

6. In *In re Rebel Mfg. & Marking Corp.*, 54 B.R. 674, 675 (Bankr. D.S.C. 1985), the issue before the Court was whether the subject mobile home was a fixture or personal property. *Id.* The mobile home was a double-wide that was “underpinned, anchored, and connected to sewerage, water and electric lines.” *Id.* at 675. After the mobile home was placed onto the property, the owner annexed a screened porch, sundeck, and swimming pool to the property. *Id.* “The aforementioned additions [were] physically attached to the mobile home, [were] anchored to the real property, and surround[ed] the home on three sides.” *Id.* In considering the factors delineated in *Carroll*, the court found that the mobile home would have to be divided to be transported, “[was] not readily adaptable for movement,” and that the debtor’s “adding the construction on three sides warrant[ed] the inference that the intent of the debtor was for the mobile home to become a part of the realty.” *Id.* at 676. Accordingly, the court ruled that the mobile home was a fixture. *Id.*

7. In *City of North Charleston v. Claxton*, the Court of Appeals similarly considered whether the subject mobile homes were fixtures. *Id.* at 315 S.C. at 61, 431 S.E.2d at 613. In analyzing the *Carroll* factors, the *Claxton* court found that although the mobile homes were connected to utilities, “[t]here [was] no evidence . . . that the trailers had other significant attachments to the property such as permanent foundations or additions.” *Id.* at 63, 431 S.E.2d at 614. Accordingly, the *Claxton* Court found that the subject mobile homes were not fixtures.

8. An analysis of the *Carroll* factors indicates that this case is more analogous to *In re Rebel Mfg.* than it is to *Claxton*. Concerning the mode of attachment and the character of the structure of the article, similar to *In re Rebel Mfg.*, Plaintiff added several improvements which annexed the Mobile Home to the Land. Plaintiff built an additional room and bathroom and added gables and beams. Plaintiff also installed front and back porches with concrete foundations. Plaintiff, moreover, installed a concrete pad and driveway as well as concrete bricks for the Mobile Home’s foundation. Concerning the intent of the parties, Plaintiff’s intent was clear; Plaintiff made all of the improvements to the Property because he thought he was going to live there permanently. Defendant was aware of a number of the improvements made to the Mobile Home including some that affixed the Mobile Home to the real estate. Lastly, concerning the relationship of the parties, Defendant currently has a deed to the Land which includes the Mobile Home. Defendant says she has given the Mobile Home to Plaintiff but has

never executed any documents to transfer title to him. In considering the *Carroll* factors, the Mobile Home is a fixture of the Land. As a fixture, the Mobile Home is part of the realty.

9. “Unjust enrichment is an equitable doctrine, akin to restitution, which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff.” *Ellis v. Smith Grading and Paving, Inc.*, 294 S.C. 470, 473, 366 S.E.2d 12, 14 (Ct. App. 1988). “A party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another.” *Dema v. Tenet Physician Services-Hilton Head, Inc.*, 383 S.C. 115, 123, 678 S.E.2d 430, 434 (2009).

10. Plaintiff has shown that Defendant has been unjustly enriched. Since the Mobile Home makes up part of the realty, it cannot legally be separated from the land. Plaintiff has made substantial improvements to the Mobile Home, and Defendant did not contribute to these improvements. Moreover, although Defendant saw Plaintiff make improvements to the Property, she did not tell him not to make the improvements and did not request that Plaintiff move the Mobile Home from the real estate until approximately 6 years after Plaintiff first started improving the Property. Additionally, Defendant did not pay the taxes on the Property and was content in allowing Plaintiff pay them. Defendant, therefore, received a benefit and created the impression that she was fine with Plaintiff improving the Property and living there. Since Defendant did not contribute to the improvements and failed to pay the associated taxes, Defendant would be unjustly enriched if she retained possession of the Mobile Home without compensation to Plaintiff.

11. “In order to recover under a theory of promissory estoppel, a claimant must demonstrate: (1) the presence of a promise unambiguous on its terms; (2) reasonable reliance on the promise; (3) the reliance was expected and foreseeable; and (4) injury in reliance on the promise.” *Craft v. S.C. Comm’n for the Blind*, 385 S.C. 560, 565, 685 S.E.2d 625, 627 (Ct. App. 2009). “Whether promissory estoppel is applicable depends upon whether the refusal to apply the doctrine would be virtually to sanction the perpetration of fraud or would result in other injustice.” *Citizens Bank v. Gregory’s Warehouse, Inc.*, 297 S.C. 151, 154, 375 S.E.2d 316, 318 (Ct. App. 1988).

12. Plaintiff has not shown a promise “unambiguous on its terms” that Defendant gave Plaintiff the Land. Moreover, under S.C. Code Ann. § 32-3-10 (1976):

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“[n]o action shall be brought . . . to charge any person upon any contract or sale of lands, tenements or hereditaments or any interest in or concerning them . . . [u]nless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized.

*Id.* Plaintiff has not produced any writing evidencing an agreement with Defendant conveying the Land to him. Since Plaintiff has not shown that Defendant promised to give Plaintiff the Land and has not produced a writing indicating such, Plaintiff has not proven that he should be awarded the Land under the doctrine of promissory estoppel.

13. Defendant seeks back payment of rent that Plaintiff allegedly owed since she started requesting Plaintiff pay rent for use of the Land. Defendant asked Plaintiff to start paying rent after Defendant and Plaintiff were in a dispute regarding some cats that went missing. Defendant did not provide an exact date for when she began asking Plaintiff to pay rent, but she testified that it was sometime in 2014. Defendant testified that she asked Plaintiff to pay \$200 a month in rent.

14. Plaintiff and Defendant never entered into an agreement where Plaintiff would pay rent. Since no agreement existed between Plaintiff and Defendant requiring Plaintiff to pay rent, Defendant is not entitled to back rent.


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**ORDER**

Based upon the testimony that was presented at trial, it is **ORDERED** that:

- 1) title to the Mobile Home and Land belong to Defendant; Defendant has been unjustly enriched by the value of the improvements (\$44,850.64) and the payment of taxes by Plaintiff (\$1,032.48), a total of \$45,883.12;
- 2) Defendant shall pay to Plaintiff \$45,883.12, and Plaintiff would have no further right to the Mobile Home or Property without a lease;
- 3) in lieu of payment of \$45,883.12, Defendant shall deed a portion of the real property upon which the Mobile Home sits to Plaintiff.

**AND IT IS SO ORDERED.**

  
\_\_\_\_\_  
ALISON RENEE LEE  
Presiding Judge

Columbia, South Carolina  
August 15, 2016

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