

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS **RECEIVED**

Case No. 2017-CP-04-1242
OCT 16 2017

SC Court of Appeals

Steve A. Sease,

Plaintiff,

vs.

J and E Holdings, LLC; Beeson
Development, LLC; and Joseph A. C.
Beeson a.k.a. Joey Beeson,

Defendants.

**ORDER GRANTING
PLAINTIFF'S MOTION TO DISMISS AND
MOTION FOR SUMMARY JUDGMENT**

(Quieting Title)
(Ending Action)

This matter came before me for a hearing on September 7, 2017, on a motion to dismiss and motion for summary judgment filed by Plaintiff Steve A. Sease ("Plaintiff").

Demetri K. Koutrakos appeared on behalf of Plaintiff. Defendant Joseph A. C. Beeson a.k.a. Joey Beeson ("Defendant Joseph Beeson") appeared *pro se*. Defendant J and E Holdings, LLC and Defendant Beeson Development, LLC are in default, they were provided proper notice of the hearing, but did not appear at the hearing.

After carefully considering the arguments of the parties, the pleadings, and the motions, I hereby grant Plaintiff's motions.

FACTS

The evidence, viewed in the light most favorable to the non-moving parties, is as follows:

This action concerns property more particularly described as follows ("the Property"):

ALL that certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the State of South Carolina, County of Anderson, and being shown and designated as Tract A, containing 18.19 acres, more or less, as shown on a plat prepared by Nu-South Surveying, Inc., dated September 8, 2015, and recorded in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat

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Book/Slide S2227, at Page 4, and having metes and bounds, courses and distances as upon said plat appear and incorporated herein by reference thereto.

TMS # 070-00-07-001

The Property was previously owned by J and E Holdings, LLC pursuant to a deed from Glenn Rill Farms, LLC, William Stroud, and Angela G. Stroud dated November 12, 2015, and recorded November 16, 2015, in the Anderson County Register of Deeds in Book 12072 at Page 72.

On June 17, 2016, Plaintiff and J and E Holdings, LLC entered into a contract wherein Plaintiff agreed to buy, and J and E Holdings, LLC agreed to sell, the Property for \$102,500 ("the Contract").

Pursuant to the Contract, on June 23, 2016, J and E Holdings, LLC conveyed the Property to Plaintiff by deed dated June 23, 2016, and recorded July 1, 2016, in the Anderson County Register of Deeds in Book 12377 at Page 188 ("July 1 Deed").

Although J and E Holdings, LLC had previously agreed to sell the Property to Plaintiff as set forth in the Contract, J and E Holdings, LLC purported to convey the Property to Beeson Development, LLC by deed dated June 13, 2016, and recorded June 20, 2016, in the Anderson County Register of Deeds in Book 12358 at Page 153 ("June 20 Deed").

Through inadvertence, mutual mistake, and/or scrivener's error, the Property was mistakenly included among the many parcels of property described in the June 20 Deed.

J and E Holdings, LLC and Beeson Development, LLC intended for the June 20 Deed to exclude the Property.

To correct an error in the legal description in the July 1 Deed to Plaintiff, J and E Holdings, LLC executed a Confirmation Deed in favor of Plaintiff that referenced the correct acreage and

correct plat and confirmed the conveyance of the Property from J and E Holdings, LLC to Plaintiff. The Confirmation Deed is dated September 13, 2016, and was recorded November 9, 2016.

**PLAINTIFF'S COMPLAINT AND
DEFENDANT JOEY BEESON'S ANSWER**

Plaintiff filed his Lis Pendens, Summons, and Complaint on June 13, 2017. Plaintiff seeks an order declaring that (a) the June 20 Deed be reformed, as of the date of its execution, such that its legal description does not describe the Property; and (b) the June 20 Deed did not convey the Property. Plaintiff also requests an order quieting title to the Property.

Defendant Joseph Beeson filed what he labels an "Answer and Counterclaim," although no specific claim is asserted against Plaintiff.

Although properly served with the Lis Pendens, Summons, and Complaint, Defendant J and E Holdings, LLC and Defendant Beeson Development, LLC have not appeared in this case and are in default.

PLAINTIFF'S MOTIONS

Plaintiff filed a motion to dismiss arguing that although Defendant Joseph Beeson in his prayer for relief requests damages, he fails to set forth facts sufficient to constitute a cause of action against Plaintiff.

Plaintiff moved for summary judgment setting forth the factual basis for his claims and arguing that, although properly served with the pleadings in this case, Defendant J and E Holdings, LLC and Defendant Beeson Development, LLC, the only Defendants who can claim an interest in and to the Property, failed to file an answer and are in default.

ARGUMENT

Defendant Joseph Beeson noted at the hearing that he does not contest the facts stated above. He complained about having to be contacted numerous times by various attorneys to

correct the issues and submitted an affidavit to that effect. I find Defendant Joseph Beeson has failed to state a claim and his counterclaim is dismissed with prejudice.

As to Plaintiff's reformation claim, a court of equity will reform a written instrument to conform to the real intention of parties where there has been mutual mistake as to terms. *Central Ice Cream & Candy Co. v. Home Ins. Co.*, 171 S.C. 162, 171 S.E. 797 (1933). A "mutual mistake" is one whereby both parties intended a certain thing and by mistake in the drafting did not get what both parties intended. *Sims v. Tyler*, 276 S.C. 640, 281 S.E.2d 229 (1981); *see also Jordan v. Foster*, 264 S.C. 382, 215 S.E.2d 436 (1975) (Supreme Court upheld Master's reformation of option contract due to scrivener's error of attorney drafting the option contract); *Commercial Union Assur. Co. v. Castile*, 283 S.C. 1, 320 S.E.2d 488 (Ct. App. 1984). Parol evidence is admissible to prove mutual mistake as grounds for reformation of an instrument. *Southern Realty and Construction Co. v. Bryan*, 290 S.C. 302, 350 S.E.2d 194 (Ct. App. 1986).

Here, Plaintiff submitted ample and undisputed evidence of the mutual mistake of Defendant J and E Holdings, LLC and Defendant Beeson Development, LLC regarding the June 20 Deed insofar as it should have not included the Property as one of the parcels conveyed therein.

I find there are no genuine issues of material fact on Plaintiff's reformation and quiet title causes of action and Plaintiff is entitled to judgment in his favor.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

- A. Plaintiff's Motion to Dismiss is granted.
- B. Defendant Joseph A. C. Beeson a.k.a. Joey Beeson's counterclaim is dismissed with prejudice.
- C. The relief requested by Plaintiff in his Complaint is granted in full.

D. The June 20 Deed is reformed, as of the date of its execution, such that its legal description does not describe the Property.

E. The June 20 Deed did not convey the Property.

F. Title to the Property is quieted in Plaintiff free and clear of any right, title, claim, estate, interest, or lien of Defendants.

G. The Anderson County Register of Deeds shall index this order in the grantor index under the names of Beeson Development, LLC and J and E Holdings, LLC and in the grantee index under the name of Steve A. Sease.

AND IT IS SO ORDERED.

The Honorable R. Lawton McIntosh
Presiding Judge
Tenth Judicial Circuit

_____, 2017
_____, South Carolina



Anderson Common Pleas

Case Caption: Steve A Sease VS J And E Holdings, Llc , defendant, et al
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