

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF DORCHESTER )  
 )  
 M.R. Jackson Construction, LLC )  
 )  
 Plaintiff, )  
 vs. )  
 )  
 State Farm Insurance and Barbara J. Fields, )  
 )  
 Defendants. )

IN THE COURT OF COMMON PLEAS  
 FOR THE FIRST JUDICIAL CIRCUIT  
 CASE NO.: 2018-CP-18-00928

ORDER ON DEFENDANT  
 BARBARA J. FIELDS' MOTION TO  
 DISMISS

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SC Court of Appeals

HEARING DATE: October 15, 2018  
 PLAINTIFF'S COUNSEL: Christopher Ramsey, Esq.  
 DEFENDANT'S COUNSEL: P. Brandt Shelbourne, Esq.  
 CO-DEFENDANT'S COUNSEL: Albert Lacour, III, Esq.  
 COURT REPORTER: Maryann S. Nevers

This matter came before me pursuant to Defendant Barbara Fields' Motion to Dismiss Plaintiff's claims. Present for the hearing were Fields' counsel P. Brandt Shelbourne, Plaintiff's counsel Christopher Ramsey, and counsel for co-Defendant State Farm Insurance Company Albert Lacour. Plaintiff and Defendant Fields both submitted memoranda of law. Based on the arguments of counsel, the memoranda of law submitted and the law, with good cause the Court grants Defendant Fields' Motion to Dismiss.

The facts relevant to this case to this motion are not in dispute. On or about September 4, 2015, Plaintiff and Defendant Fields entered into a contract for Plaintiff to build a house for Plaintiff on Plaintiff's property. Fields' home is insured by co-Defendant State Farm Insurance through a policy purchased by Fields. Plaintiff is not a named party on the insurance policy. Following the completion of construction, a dispute arose between Plaintiff and Fields as to payment for work on the house. Plaintiff filed a separate and distinct suit in this Court for Breach of Contract and to enforce a Mechanics Lien on the property. That case is still pending. On or about April 22, 2018, a fire started in Fields' home destroying the house. Fields made a claim on her insurance policy for the policy benefits. Prior to State Farm paying for the loss, Plaintiff filed suit claiming an equitable interest in the insurance proceeds.

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When a dispute is not to the underlying facts but as to the interpretation of the law, it is proper for the Court to decide these legal issues on a motion to dismiss. *Unisys Corp. v. S.C. Budget & Control Bd., Div. of Gen. Servs. Info. Tech. Mgmt. Office*, 346 S.C. 158, 165, 551 S.E.2d 263, 267 (2001).

**No Reverse Interpleader and/or Equitable Lien**

Plaintiff alleges that it should be able to bring a cause of action for impleader or “reverse interpleader,” because it allegedly holds an equitable lien against the State Farm funds under the insurance policy. “For an equitable lien to arise, there must be a debt, specific property to which the debt attaches, and an expressed or implied intent that the property serve as security for payment of the debt.” *Regions Bank v. Wingard Properties, Inc.*, 394 S.C. 241, 250, 715 S.E. 2d 348, 353 (2011). “It is well settled that *if the mortgagor is bound by covenant in the mortgage or otherwise to insure the mortgaged premises for the better security of the mortgagee*, the latter will have an equitable lien upon the money due on a policy taken out by the mortgagor to the extent of the mortgagee’s interest in the property damaged or destroyed.” *Blackwell v. State Farm Mutual Automobile Insurance Co.*, 237 S.C. 649, 653, 118 S.E. 2d 701, 704 (1961). While Plaintiff wishes to be treated as a mortgagee for purposes of imposing an equitable lien against the insurance proceeds, unlike a mortgagee, it has not alleged that the Plaintiff and Defendant Fields intended, either expressly or impliedly, that such insurance proceeds would serve as security for monies due allegedly from Defendant Fields to Plaintiff. Furthermore, the issue of whether Defendant Fields actually owes Plaintiff is still in dispute.

Furthermore, “equity is generally only available when a party is without an adequate remedy at law.” *Nutt Corp. d/b/a TNC Engineering v. Howell Road, LLC*, 396 S.C. 323, 327, 741 S.E. 2d 447, 449 (2011). “The basis for granting equitable relief is the impracticability of obtaining full and adequate compensation at law.” *Id.* “A mere breach of contract does not give rise to an equitable lien.” *Carolina Attractions, Inc. v. Courtney, et al.*, 287 S.C. 140, 145, 327 S.E. 244, 247

(1985). In the Complaint, Plaintiff states that it “subsequently filed a mechanic’s lien and lawsuit to foreclose the mechanic’s lien against Fields . . . .” Therefore, it can hardly be said that the Plaintiff does not have an adequate remedy at law. For these reasons, Defendant Fields’s Motion to Dismiss is granted with respect to Plaintiff’s cause of action for “Impleader.”

#### No Constructive Trust

As to Plaintiff’s claim that it has a constructive trust, “[a] constructive trust arises whenever a party has obtained money which does not equitably belong to him and which he cannot in good conscience retain or withhold from another who is beneficially entitled to it as where money has been paid by accident, mistake of fact, fraud, or has been acquired through a breach of trust or the violation of a fiduciary duty.” *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 500, 392 S.E.2d 789, 793-94 (1990). Likewise, “[a] constructive trust will arise whenever the circumstances under which property was acquired make it inequitable that it should be retained by the one holding legal title.” *Lollis v. Lollis*, 291 S.C. 525, 529, 354 S.E.2d 559, 561 (1987). While actual fraud is not required, Plaintiff has failed to allege mistake of fact, constructive fraud, breach of trust, violation of a fiduciary duty or any other reason why Defendant Fields is not entitled to insurance proceeds under *her* insurance policy. On the contrary, Plaintiff argues that the Court should impose a constructive trust on the insurance proceeds solely because Defendant Fields allegedly failed to pay Plaintiff for the entirety of its work. If this was all that was required for a constructive trust, Plaintiff would be able to impose a constructive trust on *any* funds due to Defendant Fields from *any* source.

Lastly, as mentioned above, equitable relief is unavailable when an adequate remedy at law exists. In the Complaint, Plaintiff states that it “subsequently filed a mechanic’s lien and lawsuit to foreclose the mechanic’s lien against Fields, . . . .” For these reasons, the Court grants Defendant Fields’s Motion to Dismiss as to the cause of action for Constructive Trust.

IT IS SO ORDERED

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HONRABLE MAITE MURPHY  
Presiding Judge  
First Judicial Circuit

Summerville, South Carolina  
December \_\_, 2018

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Dorchester Common Pleas

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**Case Caption:** M R Jackson Construction Llc VS State Farm Insurance Company  
**Case Number:** 2018CP1800928  
**Type:** Order/Dismissal

So Ordered

s/ Maite Murphy 2166

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