

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM HAMPTON COUNTY  
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

---

Appellate Case No. 2018-002036

---

**RECEIVED**  
MAR 22 2019  
SC Court of Appeals

In the Matter of: The Estate of Gertrude J. Williams and the Gertrude J.  
Williams Revocable Trust under agreement dated September 9, 2008:

Carlos Fisher.....Appellant,

v.

A.G. Solomons, Jr., in his capacity as Personal Representative of the  
Estate of Gertrude J. Williams, and A.G. Solomons, Jr. in his capacity  
as Trustee of the Gertrude J. Williams Revocable Trust under agreement  
dated September 9, 2008.....Respondent.

---

**APPELLANT'S INITIAL BRIEF**

---

Sean Michael Bolchoz  
Bolchoz Law Firm, PA  
S.C. Bar No. 15860  
Post Office Box 22650  
Hilton Head Island, South Carolina 29925  
(843) 836-3033  
sbolchoz@bolchozlaw.com

Attorney for Appellant

**TABLE OF CONTENTS**

	<b>Page</b>
TABLE OF AUTHORITIES.....	ii
STATEMENT OF ISSUES ON APPEAL.....	iii
STATEMENT OF THE CASE.....	1
ARGUMENT.....	3
CONCLUSION.....	13

## TABLE OF AUTHORITIES

Page

### Cases

<i>Braidwood v. Harmon</i> , 187 N.W.2d 559, 562 (Mich. Ct. App. 1971).....	6
<i>Brooks v. Kay</i> , 339 S.C. 479, 530 S.E.2d 120 (2000).....	9-10
<i>Companion Property and Casualty Insurance Company v. Airborne Express, Inc.</i> , 369 S.E. 388, 631 S.E.2nd 915 (Ct. App. 2006) quoting <i>Estes v. Roper Temp Servs. Inc.</i> , 304 S.C. 120, 403 S.E.2d 157 (Ct. App. 1991) .....	3-4
<i>Estate of Revis by Revis v. Revis</i> , 326 S.C. 470, 484 S.E.2d 112 (Ct. App. 1997).....	9
<i>Felts v. Richland Cty.</i> , 303 S.C. 354, 356, 400 S.E.2d 781, 782 (1991) .....	4
<i>Hoard ex rel. Hoard v. Roper Hosp., Inc.</i> , 387 S.C. 539, 694 S.E.2d 1 (2010), citing <i>Cunningham ex rel. Grice v. Helping Hands, Inc.</i> , 352 S.C. 485, 575 S.E.2d 549 (2003).....	12-13
<i>Lynch v. Lynch</i> , 201 S.C. 130, 21 S.E.2d 569, 572 (1942).....	7
<i>McBeth v. Bishop</i> , 278 S.C. 443, 298 S.E.2d 441 (1982) .....	10
<i>Player v. Chandler</i> , 299 S.C. 101, 105, 382 S.E.2d 891, 893–94 (1989).....	11-12
<i>Roe v. Bibby</i> , 410 S.C. 287, 292, 763 S.E.2d 645, 648 (Ct.App. 2014) .....	5
<i>Settlemyer v. McCluney</i> , 359 S.C. 317 (Ct. App. 2004).....	11
<i>Smith v. Augustine (In re Augustine)</i> , 368 N.Y.S.2d 675, 678 (Sur. 1975).....	4
<i>Wigfall v. Fobbs</i> , 295 S.C. 59, 367 S.E.2d 156 (1988) .....	10
<i>Worrell v. Lathan</i> , 324 S.C. 368, 478 S.E.2d 287 (Ct. App. 1996).....	7
<i>Young v. S.C. Dep't of Disabilities &amp; Special Needs</i> , 374 S.C. 360, 365, 649 S.E.2d 488, 490 (2007) .....	5

### Statutes

S.C. Code Section 19-11-20 .....	9
----------------------------------	---

### Other Citations

Rule 56(c), SCRCP .....	3, 5, 7
-------------------------	---------

## STATEMENT OF ISSUES ON APPEAL

- I. Did the circuit court apply the incorrect standard of review for the probate court's summary judgment order?
- II. Did the probate court err by awarding summary judgment on the grounds that the Decedent's Will and Trust do not refer to the Decedent's grant of hunting rights to the Appellant?
- III. Did the probate court err by holding that the elements of an inter vivos gift are not present in the Decedent's grant of hunting rights to the Appellant?
- IV. Did the probate court err by holding that the Decedent failed to make an effective delivery of the hunting rights to the Appellant?
- V. Did the probate court by holding that testimony from the Appellant's wife was barred by the Dead Man's Statute?
- VI. Did the probate court err by holding that the Decedent's grant of hunting rights to the Appellant was barred by the Statute of Frauds?
- VII. Did the probate court err by holding that the elements of a lease are not present in the Decedent's grant of hunting rights to the Appellant?
- VIII. Did the probate court err by awarding summary judgment to the Respondent when there are questions of material fact at issue?

## STATEMENT OF THE CASE

Gertrude Williams and Appellant Carlos Fisher were friends for 35 years, until her death in 2015. Gertrude lived in Hampton County and owned land there; the Appellant also owned a residence in Hampton County that he visited from time to time. Beginning in 1980, Gertrude allowed the Appellant and his friend, Joe Powell, to hunt Gertrude's land located at Pine Hill in Hampton County (the "Property"). Although Powell and the Appellant paid a five hundred dollar "fee" at the beginning of each year to hunt on the Property, the annual \$500.00 fee was nominal, given that the parties were close friends, and that Gertrude obviously did not need the money – the payment was more in the nature of an honorarium. (R. p. \_\_\_\_\_)

In 1985, Powell wrote a letter to the Appellant stating that once Powell was no longer able to use the hunting facilities at the Property, he wanted Appellant "to have everything that belongs to [Powell]", including his "share" of the hunting rights. (R. p. \_\_\_\_\_)

The Appellant hunted the Property for the next several years, and treated it as his hunting ground, to wit: he planted food plots for the animals, built deer stands, cleaned the property and maintained the roads. (R. p. \_\_\_\_\_)

In 1997, Gertrude wrote and presented a letter to the Appellant, dated October 1, 1997 ("Letter"); in the Letter, she granted the Property hunting rights to the Appellant, for his "sole use for as long as [Appellant may] want them," or for his lifetime, if Appellant chose. The Letter referenced Powell, and indicated that the sole rights would belong to the Appellant subject to Powell's relinquishment of his share of the rights; the hunting rights

were non-transferable, and would terminate at the end of Appellant's life. (R. p. \_\_\_\_\_) The Letter makes no mention of the \$500.00 nominal, annual fee (nor any dollar figure at all), as Gertrude had made it clear in 1997 that, once she was deceased, there would no longer be a need for the Appellant to make the nominal annual payment. (R. p. \_\_\_\_\_)

In 2001, Powell passed away and, from that point forward, Appellant paid the nominal, annual fee by himself; he also continued to hunt the Property and maintain it and his deer stands by himself for the next fourteen years. (R. p. \_\_\_\_\_)

In 2015, after Gertrude passed away, the Appellant contacted Respondent A.G. Solomons, whom Appellant had learned was the personal representative of Gertrude's estate. Both the Appellant and Mary Fisher informed the Respondent of the hunting rights previously granted the Appellant by Gertrude. Upon hearing this, the Respondent advised Appellant that Respondent was planning to sell the Property, that whatever right to hunt the land Appellant may have had ended when Gertrude passed away. (R. p. \_\_\_\_\_)

The Appellant continued to hunt the Property, maintained deer stands and the food plots and cleaned the Property throughout 2015.<sup>1</sup> He also, through counsel, attempted to negotiate a resolution with the Respondent and Respondent's counsel; when these efforts failed, the Appellant filed a notice of claim against the estate, which claim was disallowed by the Respondent. The Appellant then filed suit, seeking declaratory judgment that he had the sole, exclusive hunting rights to the Property. (R. p. \_\_\_\_\_) In May of 2016, the Respondent informed Appellant's counsel that if the Appellant and/or Mary Fisher accessed

---

<sup>1</sup>After Gertrude's death, and as suggested in her Letter, the Appellant filed Gertrude's Letter with the Hampton County Register of Deeds in October of 2015.

the Property from that point onward, such would be considered a trespass. (R. p. \_\_\_\_\_) Accordingly, the Appellant chose not to make another \$500.00 nominal fee payment and, instead, elected to await the outcome of the lawsuit.

In 2017, after written discovery and depositions had concluded, Appellant moved for summary judgment. Thereafter, Respondent made his own motion for summary judgment. (R. p. \_\_\_\_\_) The matter was heard in 2018 and, by order dated February 12, 2018, the Hampton County Probate Court denied Appellant's motion for summary judgment and granted the Respondent's motion for summary judgment (the "SJ Order"). (R. p. \_\_\_\_\_) The Appellant received the SJ Order on or about February 20, 2018 and filed his Notice of Intention to Appeal from the same.

The appeal was taken to the Hampton County Circuit Court, and oral argument was heard on October 8, 2018. On October 18, 2018, the circuit court issued a Form 4 Order affirming the probate court's decision, holding that it was "supported by substantial facts and not controlled by error of law." (R. p. \_\_\_\_\_) Thereafter, on October 30, 2018, the circuit court issued a second order, titled "Order Denying the Appeal of Carlos Fisher" (the "Circuit Court Order"). (R. p. \_\_\_\_\_) The Appellant timely filed his Notice of Appeal on November 13, 2018.

## **ARGUMENT**

### **Standard of Review**

In reviewing a summary judgment motion, an appellate court applies the same standard of review as the trial court under Rule 56(c): summary judgment should be affirmed

if there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. *Companion Property and Cas. Ins. Co. v. Airborne Exp., Inc.*, 369 S.C. 388, 631 S.E.2d 915 (Ct. App. 2006). “[The Court of Appeals’] standard of review in evaluating a motion for summary judgment is to liberally construe the record in favor of the nonmoving party and give the nonmoving party the benefit of all favorable inferences that might reasonably be drawn therefrom.” *Id. quoting Estes v. Roper Temp Servs. Inc.*, 304 S.C. 120, 403 S.E.2d 157 (Ct. App. 1991).

The donor’s intention is paramount in determining whether a transaction constitutes an inter vivos gift. *Smith v. Augustine (In re Augustine)*, 368 N.Y.S.2d 675, 678 (Sur. 1975). Far from attempting to ascertain the intentions of Gertrude Williams (the “Decedent”) regarding the hunting rights, the probate court’s Order reflects a concerted effort to *avoid* the wishes clearly expressed by the Decedent in her Letter, to wit: that the Appellant have the sole, exclusive hunting rights to the Property for as long as he wants them, including for his lifetime. (R. p. \_\_\_\_\_) The probate court erred in this regard, and the circuit court erred in affirming the probate court.

**I. The circuit court erred by applying the “any evidence” standard to review the probate court’s SJ Order.**

When taking up the appeal from the probate court’s SJ Order, the circuit court, sitting as the appellate court, should have used the standard applicable to review of summary judgment orders; instead, the circuit court applied the “any evidence” standard. This was error.

In law actions, the lower court must be affirmed where there is “any evidence” to support its findings. *Felts v. Richland Cty.*, 303 S.C. 354, 356, 400 S.E.2d 781, 782 (1991). However, when reviewing an order granting summary judgment, an appellate court employs the **same** standard applied by the trial court **under Rule 56, SCRPC**, which provides that the trial court shall grant summary judgment if there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Roe v. Bibby*, 410 S.C. 287, 292, 763 S.E.2d 645, 648 (Ct.App. 2014). On review of a summary judgment order, the appellate court, like the trial court, must view all ambiguities, conclusions, and all inferences arising in and from the evidence in a light most favorable to the non-moving party below. *Young v. S.C. Dep’t of Disabilities & Special Needs*, 374 S.C. 360, 365, 649 S.E.2d 488, 490 (2007).

Despite the applicable standard of review for summary judgment orders, the circuit court judge first declared that the Appellant’s action for declaratory relief is “an action at law,” then went on to utilize the “any evidence” standard, before finally ruling that “the evidence reasonably supports the findings of the court below” and affirming the SJ Order.<sup>2</sup> (R. p. \_\_\_\_\_) While it is arguable whether the Appellant’s action for declaratory relief is an action at law and not equity (the probate court never made such a finding, which appears for the first time in the Circuit Court Order), such is immaterial in light of the standard

---

<sup>2</sup>Though the final sentence of the Circuit Court Order asserts that “[n]o questions of material fact precluded the Probate Court from granting Respondent summary judgment,” this appears to be perfunctory, given the announcement – at the beginning of the Circuit Court Order – that the “any evidence” standard would be applied, and the Circuit Court Order’s recital of the rulings from the SJ Order. Moreover, the court’s prior Form 4 Order states that the SJ Order is “not controlled by error of law.” (R. p. \_\_\_\_\_)

applicable to the proper review of the SJ Order, which necessitated that the circuit court view all ambiguities, conclusions, and inferences arising from the evidence in the light most favorable to the Appellant. The circuit court did not do so, which was error.

**II. The probate court erred by holding that the Decedent’s testamentary documents were required to reference the grant of hunting rights, because the hunting rights had already been given away to Appellant.**

It was not necessary for the Decedent to recite the hunting rights grant in either her will (“Will”) or the Gertrude J. Williams Revocable Trust u/a/d September 9, 2008 (“Trust”), because she had already given this away; it was error for the probate court to hold otherwise, and the circuit court erred by affirming such holding.

The fact that the Decedent’s will makes no mention of an inter vivos gift does not negate a claim that there was a completed gift. “If a gift is complete the property given ceases to be part of the donor’s estate; there is no need to recite the gift in his will.” *Braidwood v. Harmon*, 187 N.W.2d 559, 562 (Mich. Ct. App. 1971).

At the time of the creation of her Will and Trust, the Decedent had granted the hunting rights to the Appellant several years before, in 1997. (R. p. \_\_\_\_\_) Thus, there was no requirement or need for the Decedent to mention the grant in either her Will or Trust, because there was no need to “re-give” or redeliver the grant. The SJ Order cites no law, statutory, common or otherwise, reflecting that a gift previously given by a donor must be recapitulated in the donor’s trust or will. (R. p. \_\_\_\_\_) Accordingly, the probate court’s imposition of this requirement – which led to the grant of summary judgment to the

Respondent – was error, and the circuit court erred by affirming this holding.

**III. The probate court erred by holding that Powell’s interest prevented Decedent’s grant of hunting rights from being an inter vivos gift, because the Decedent divested herself of the rights, and Powell had already given his rights away to Appellant years before.**

All of the elements of an inter vivos gift are present in the Decedent’s grant of hunting rights to the Appellant.

For an inter vivos gift, there must be a donative intent on the part of the donor, delivery by the donor and acceptance by the donee. *Worrell v. Lathan*, 324 S.C. 368, 478 S.E.2d 287 (Ct. App. 1996). An inter vivos gift takes place by the mutual consent of the giver, **who divests himself of the thing given** in order to transmit the title of it to the donee gratuitously, and the donee who accepts and acquires the legal title to it. It operates, if at all, in the donor’s lifetime, immediately and irrevocably; it is a gift executed; **no further action of the parties**, no contingency of death, or otherwise, **is necessary** to give it effect. *Lynch v. Lynch*, 201 S.C. 130, 21 S.E.2d 569, 572 (1942) (Emphasis supplied).

The SJ Order states that the reference to Powell’s interest reflects a “condition precedent,” which prevented “subsequent valid acceptance by” Appellant. (R. p. \_\_\_\_\_) But this holding misconstrues the law. As the holding in *Lynch* reflects, the critical elements of an inter vivos gift involve the donor (Decedent) divesting *herself* of the thing given (hunting rights), requiring no further action of the *parties* to the gift (Decedent and Appellant). Regardless of any interest on the part of Powell, the Decedent’s Letter reflects

a divesting of *her* interest, requiring no further action on the part of herself or Appellant; as Powell was not a party to the gift, the Letter's reference to him is immaterial. (R. p. \_\_\_\_\_)

Moreover, the probate court's finding that the reference to Powell's interest constituted a condition precedent flatly ignores Powell's letter to the Appellant, in which he completely gifted over his hunting rights interest to the Appellant. (R. p. \_\_\_\_\_) Given that Powell made his gift in 1985 (twelve years prior to Williams' Letter), any precondition had been met by the time of Williams' gift.<sup>3</sup> Therefore, there was no condition precedent in existence at the time of the hunting rights grant in 1997 when the Decedent divested herself of any interest in the same, and the probate court's consequent holding that there was no inter vivos gift – and the circuit court's affirmation of same – was erroneous.

**IV. The probate court erred by holding that there was no effective delivery of the hunting rights to the Appellant, because the Appellant received the Letter and continued to hunt the Property.**

Williams effectively delivered the grant of hunting rights to the Appellant well before her death in 2015, and it was error for the probate court to hold otherwise.

The holding in the SJ Order that the Decedent made delivery of the hunting rights grant “conditioned upon her own death” appears to result from a misunderstanding or misapprehension of the grant: First, the grant was transmitted by the Letter, which was delivered to the Appellant and accepted by him in 1997, after which point he continued to hunt on the Property. (R. p. \_\_\_\_\_) Second, the gift was a grant of the sole, exclusive hunting

---

<sup>3</sup>The SJ Order makes no mention of Powell's 1985 letter to the Appellant. (R. p. \_\_\_\_\_)

rights to the Appellant; the gift was *not* the sole, exclusive hunting rights *without the necessity of paying the nominal, annual fee*. The payments were simply not referenced in the Letter at all, and the Appellant explained, via his testimony, that this was intentional, as the nominal, annual fee would no longer be necessary after the Decedent's death. (R. p. \_\_\_\_\_) Regardless of any court ruling on the admissibility of Appellant's testimony on this issue, such should have no bearing on the Decedent's clear grant to Appellant of the sole, exclusive hunting rights, the probate court erred by holding otherwise, and the circuit court erred by affirming.<sup>4</sup>

**V. The probate court erred in ruling that Appellant's wife's testimony is excluded, because the Appellant's wife was not a party to the underlying lawsuit and has no interest in the grant of the hunting rights.**

The lumping together by both the probate and circuit courts of the Appellant and Mary Fisher in order to utilize the Dead Man's Statute and exclude relevant, competent testimony was clear error.

Applying S.C. Code Section 19-11-20 – also known as the Dead Man's Statute – to exclude competent testimony is disfavored. *Brooks v. Kay*, 339 S.C. 479, 530 S.E.2d 120 (2000). Even when applied, the Statute is to be read restrictively. *Estate of Revis by Revis v. Revis*, 326 S.C. 470, 484 S.E.2d 112 (Ct. App. 1997). The testimony of Appellant's wife,

---

<sup>4</sup>In other words, it is certainly possible for a court to rule that Appellant is prevented from testifying (due to the Dead Man's Statute; *see* Section V) regarding the Decedent's intent that the nominal, annual fee not be paid after her death and, at the same time, uphold the grant of the sole, exclusive hunting rights to Appellant, by ruling, for example, that the annual fee simply be paid henceforth to the owner of the Property.

who is not a party to the underlying action, is not disqualified by the Dead Man's Statute merely because of her relationship to the Appellant. *McBeth v. Bishop*, 278 S.C. 443, 298 S.E.2d 441 (1982); *see also Wigfall v. Fobbs*, 295 S.C. 59, 367 S.E.2d 156 (1988) (husband's testimony not barred under the Dead Man's Statute since husband was not a party to the action and had no interest which would be directly affected by the litigation).

In the SJ Order, the probate court held that the "only proffered evidence of the alleged promises made by Decedent is the deposition testimony of [Appellant] and his wife, which is rendered inadmissible" by the Dead Man's Statute.<sup>5</sup> (R. p. \_\_\_\_\_) However, Mary Fisher is not a party in the underlying action and has no interest in the outcome, is not mentioned in the Letter, is not a receiver of the grant of hunting rights to the Appellant, and is not an interested party under the Dead Man's Statute. Thus, the statute simply does not apply to exclude Mary Fisher's testimony in this case, and the SJ Order's holding in this regard is both erroneous and reflective of a concerted effort to avoid carrying out the obvious intent of the Decedent's grant to Appellant.

**VI. The probate court erred by holding that the Statute of Frauds prevents the hunting rights grant, as the Appellant has partially performed.**

---

<sup>5</sup>This holding is erroneous on its face, as the testimony referenced is certainly not the "only" proffered evidence of the Decedent's grant of hunting rights: ***the Letter itself is clear, explicit, undisputed, documentary evidence of the Decedent's intent to grant Appellant the sole, exclusive hunting rights to the Property.*** The introduction of documentary evidence is not excluded by the Dead Man's Statute. *Brooks* at 486. Furthermore, the affidavit of Randy Johnson – attached as an exhibit to Appellant's motion for summary judgment – reflects that he was the individual who witnessed and notarized the Letter. (R. p. \_\_\_\_\_)

In light of the extensive history between Appellant and Decedent, it was erroneous for the probate court to rule that the Statute of Frauds bars the Decedent's grant of hunting rights.

It has long been the law in South Carolina that part performance of a parol agreement for an interest in land will remove the agreement from the Statute of Frauds. *Settlemyer v. McCluney*, 359 S.C. 317 (Ct. App. 2004). Even if the probate court found that the Decedent's written Letter made no gift to the Appellant of the hunting rights to the Property (despite the clear intent to do so in the Letter) the Appellant has been performing under the parties' parol agreement for well over 30 years (and certainly since 1997); therefore, the Statute of Frauds is not applicable in this case and it was error for the probate court to hold otherwise, and for the circuit court to affirm.

**VII. The elements of a lease are sufficiently present in the Decedent's grant of hunting rights to the Appellant.**

The SJ Order applies the requirements for a lease as restrictively as possible to the Decedent's grant, again reflecting an effort to avoid the Decedent's obvious intent to grant Appellant the hunting rights to the Property. This was error.

The essential terms of a lease agreement include a definite agreement as to the extent and boundary of the property to be leased, the term of the lease, the rental as well as the time and manner of payment. *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 893-94 (1989).

The Decedent's Letter sufficiently sets forth the boundary of the property (the "Pine

Hill Tract”), and sets forth the term (“for your lifetime”). (R. p. \_\_\_\_\_) It was unnecessary for the Letter to state a rental amount for the reason that the nominal, annual fee of \$500.00 had been consistent and understood for the previous 17 years, so this amount would continue to be paid during Decedent’s lifetime, and no amount would be paid after the Decedent passed; and the time and manner of payment had been consistent and understood for the previous 17 years (at the beginning of each year), the time and manner would continue in this fashion during Decedent’s lifetime, and time and manner would be rendered moot once the Decedent passed. South Carolina law requires that, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential terms of the agreement. *Player* at 105. This is the critical inquiry for purposes of determining whether the Letter and grant from Decedent contains the requisite elements of a lease: whether there was a “meeting of the minds” between Appellant and Decedent regarding the hunting rights. There obviously had been for 35 years, and the probate court’s ruling to the contrary – and circuit court’s affirmation of same – was error.

**VIII. Questions of material fact should have precluded the grant of summary judgment for the Respondent.**

Notwithstanding any ruling of the probate court that the Appellant’s testimony would be inadmissible, Mary Fisher should have been allowed to testify concerning the grant of hunting rights to Appellant, and summary judgment for the Respondent was accordingly in error.

Summary judgment is a drastic remedy and should be cautiously invoked so that a

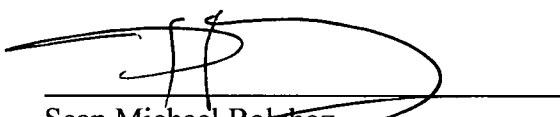
litigant will not be improperly deprived of trial on disputed factual issues. *Hoard ex rel. Hoard v. Roper Hosp., Inc.*, 387 S.C. 539, 694 S.E.2d 1 (2010), citing *Cunningham ex rel. Grice v. Helping Hands, Inc.*, 352 S.C. 485, 575 S.E.2d 549 (2003).

Although the probate court ruled that the Appellant's testimony would be inadmissible under the Dead Man's Statute, Mary Fisher possessed direct testimony concerning the grant of hunting rights to the Appellant, to wit: a week before the Decedent died, she asked whether the Appellant still had the Letter, and whether it was in a "safe place" – clearly evidencing the Decedent's acknowledgment of the grant to Appellant of the sole, exclusive hunting rights to the Property, as well as the desire that Appellant and Mary Fisher keep the Letter granting the rights "safe." (R. p. \_\_\_\_\_) It was error for the probate court to grant Respondent summary judgment in the face of this and other relevant testimony from Mary Fisher, and for the circuit court to affirm such ruling.

### **CONCLUSION**

Both the probate court and circuit court committed reversible error by first granting summary judgment to the Respondent, then affirming such grant, and the SJ and Circuit Court Orders should accordingly be reversed.

(Signature on next page following.)



Sean Michael Bolchoz  
Bolchoz Law Firm, PA  
S.C. Bar No. 15860  
Post Office Box 22650  
Hilton Head Island, South Carolina 29925  
(843) 836-3033  
sbolchoz@bolchozlaw.com

Attorney for Appellant

March 20, 2019