

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell Scarborough
Master-in-Equity

Case No. 2018-000761

Vanessa Williams, Vanessa Williams, as
Conservator and Guardian of Sandra P. Perkins,
and Vanessa Williams, as Personal Representative
of the Estate of Sandra P. Perkins Respondents,

v.

Bradford Q. Jeffcoat, Jr. and
Blue Heron Builders, Inc. Defendants,
of whom
Bradford Q. Jeffcoat, Jr. is Appellant.

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SC Court of Appeals

BRIEF OF APPELLANT

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ISSUES ON APPEAL

- I. Did the Master-in-Equity err in ordering partition and sale of Bradford Jeffcoat's home based on orders of the Baldwin County, Alabama, Probate Court, when said court did not possess subject matter jurisdiction over Vanessa Williams' guardianship/conservatorship petitions?
- II. Did the Master-in-Equity err in ordering partition and sale of Bradford Jeffcoat's home pursuant to a summary judgment motion when the record contained substantial evidence of misconduct that would have prohibited such relief?
- III. Did the Master-in-Equity err in ordering partition and sale of Bradford Jeffcoat's home when the other tenant's ownership interest was obtained in violation of South Carolina law?

STATEMENT OF THE FACTS

As of mid-summer 2015, Appellant Bradford Jeffcoat and Sandra Perkins had been living together in a loving and committed relationship for approximately 20 years. (R. pp. 69, 155). During the course of this relationship, Jeffcoat purchased 1955 Old Fort Avenue, Charleston, in April of 2000 as the couple's home. (R. pp. 71-72, 155-156, 159, 187). Jeffcoat and Perkins intended that 1955 Old Fort would transfer outside probate to the survivor of their relationship, so Jeffcoat deeded the property to himself and Perkins "jointly with right of survivorship, and not as tenants in common" on July 1, 2000.¹ (R. pp. 69, 151, 155-156, 159). In order to contribute toward the home, Perkins executed a

¹ According to Jeffcoat's trial counsel, Perkins did not address 1955 Old Fort in her will, indicating that she had already addressed its disposition via the July 1, 2000 deed. (R. p. 292).

note and mortgage in favor of Jeffcoat, which has since been satisfied. (R. pp. 69, 155-156, 195, 207).

Jeffcoat and Perkins lived together at 1955 Old Fort as a committed couple. (R. p. 70). In approximately 2009, Perkins began developing symptoms consistent with Alzheimer's disease. (R. pp. 69, 145, 147, 156.). Eventually, Perkins quit her job due to her worsening memory loss. (R. pp. 69, 156). Jeffcoat served as Perkins' sole caregiver until her condition deteriorated to the point he hired an in-home aide for when he was at work. (R. pp. 156, 158). In April of 2015, Jeffcoat asked Williams, Perkins' only child, to come to Charleston to help him care for Perkins. (R. pp. 143, 156-158). Prior to this time, Williams only saw her mother once or twice each year, usually when Jeffcoat and Perkins would visit her. (R. pp. 71, 158).

One of Williams' earliest activities when she arrived in South Carolina in April of 2015 was to add herself to Perkins' checking account. (R. p. 143). Williams acknowledged that at that time Perkins was diagnosed with frontotemporal dementia,² and Perkins had been exhibiting symptoms of dementia since 2009 or 2010. (R. pp. 143, 145-147). Shortly after gaining signatory authority over Perkins' checking account, Williams wrote a check out of Perkins' account to pay the closing costs for a mobile home in Alabama. (R. p. 143).

During this time Williams would help take Perkins to her doctors' appointments. (R. pp. 69, 156). However, on June 16, 2015, Williams did not take Perkins to her

² Williams testified that Perkins believed that Jeffcoat was "cheating on her" as early as 2009 or 2010 (R. pp. 146-147), which is behavior consistent with dementia. See In re Conservatorship of Groves, 109 S.W.3d 317, 338-39 (Tenn. Ct. App. 2003) (setting forth the progression of Alzheimer's Disease, which includes "suspicion and accusation" as the patient's condition deteriorates).

doctor's appointment: instead, she packed some of Perkins' belongings and spirited her away to Alabama, leaving Perkins' automobile and "...certain other items of personal property, including without limitation, furniture and apparel..." (R. pp. 11, 15, 65, 69, 156). After absconding with Perkins, Williams locked Jeffcoat out of his long-time companion's life, and Williams did not respond to Jeffcoat's subsequent attempts to contact her or Perkins. (R. pp. 70, 142, 157). Williams also shut Perkins' two siblings out of her life.³ (R. pp. 141-142). As Perkins' only child, Williams now had exclusive access to Perkins.

From April of 2015 until Perkins' death in November, Williams used funds from Perkins' checking and retirement accounts⁴ to pay for her family's groceries, her daughter's college tuition, and any other "expenses [of] around [\$2,200] or [\$]2,300 a month for a family of four." (R. pp. 144-145). Perkins' income at this time (from her retirement) was only \$2,200.00 a month. (R. p. 144).⁵

Almost immediately after arriving in Alabama, Williams sought emergency guardianship and conservatorship powers over Perkins in the Baldwin County, Alabama Probate Court. (R. pp. 70, 157).⁶ Williams' June 25, 2015, petition fails to mention that

³ Williams had no contact information for Perkins' family members when Perkins died. (R. p. 142). Williams made a fruitless attempt to contact Perkins' siblings one to two weeks after Perkins' memorial service. (R. p. 142). At the time of Williams' deposition, nearly a year after Perkins' death, she had not notified Perkins' siblings of their sister's death. (R. pp. 141-142).

⁴ Perkins appears to have also been the beneficiary of a trust, but the record contains few details of this instrument. (R. p. 146).

⁵ When Williams took control of Perkins' checking account in April of 2015, it contained approximately \$41,000.00. (R. p. 144). Williams was unable to testify as to the value of Perkins' checking account when she died in November of that year. (R. p. 144).

⁶ This petition and other Baldwin County Probate Court filings are being provided to this Court in the Appendix to the Record on Appeal. (R. pp. 305-318). All parties have

Perkins had resided with Jeffcoat at 1955 Old Fort since 2000. (R. pp. 305-308). Williams also did not notify Jeffcoat of this petition. (R. pp. 70, 157). Pursuant to this petition, the Probate Court issued Temporary Letters of Guardianship on July 7, 2015. (R. p. 309). These Temporary Letters of Guardianship issued to Williams explicitly stated "said guardian does not have authority to expend any funds of said ward." (R. p. 309). On July 17, 2015, Williams petitioned the Probate Court for a general guardianship/conservatorship, "to protect and manage the person, assets and financial affairs of [Perkins]." (R. p. 310). This petition, which Jeffcoat never received notice of, again omitted any information about Perkins' approximately fifteen years of residence with Jeffcoat in South Carolina. (R. pp. 70, 156, 310-311).

The Baldwin County Probate Court issued general Letters of Guardianship/Conservatorship on September 15, 2015. (R. p. 116). On October 7, 2015, Williams, through her attorney, requested Jeffcoat purchase Perkins' interest in 1955 Old Fort, ostensibly because Perkins needed financial assistance. (R. pp. 65-66, 70-71, 157). Williams, through her attorney, also requested at that time the return of Perkins' car, furniture, and personal property, despite having made no attempt to retrieve them since June of 2015. (R. pp. 65-66, 71-72). Jeffcoat returned Perkins' car, but declined to purchase her interest in 1955 Old Fort. (R. pp. 157-158).

According to Williams, Perkins' health began to decline precipitously in early November of 2015. (R. pp. 83, 175). Williams knew at this time that full title to 1955 Old Fort would vest in Jeffcoat upon Perkins' death. (R. pp. 83, 175). In order to prevent

consented to this supplementation of the record. See Rule 212(b), SCACR. Further, this Court may take judicial notice of these filings. See Masters v. Rodgers Dev. Group, 283 S.C. 251, 321 S.E.2d 194 (Ct. App. 1984) (appellate judicial notice); Rule 201(f), SCRE ("Judicial notice may be taken at any stage of the proceeding.").

Perkins' title from vesting in Jeffcoat, on November 16, 2015, Vanessa Williams, acting as purported guardian/conservator of Perkins, deeded⁷ Perkins' interest in 1955 Old Fort to Vanessa Williams for \$10.00 "and love and affection".⁸ (R. p. 61). At roughly the same time, Williams authorized her South Carolina attorneys to proceed with a partition action against Jeffcoat, which was ultimately filed November 24, 2015. (R. pp. 8, 15).

Perkins died on November 26, 2015. (R. p. 142). Williams held a memorial service roughly a week later, after Perkins' remains returned from the crematory. (R. p. 142). Williams did not notify Jeffcoat or Perkins' siblings of this service. (R. pp. 70-72, 142, 157). Bradford Jeffcoat eventually learned of the death of Sandra Perkins, his lover and companion of nearly 20 years, from a mutual friend. (R. pp. 70, 157).

STATEMENT OF THE CASE

The underlying action in this appeal is a contested partition action regarding Perkins' and Jeffcoat's home located at 1955 Old Fort Avenue, Charleston, South Carolina. The action was filed on November 24, 2015, by Respondent Vanessa Williams, as the daughter and purported guardian/conservator of Sandra Perkins, against joint tenant and Appellant Bradford Jeffcoat and Blue Heron Builders, LLC, a mortgagee. (R. pp. 7-15). At this time, the Complaint also asserted an action for conversion of "certain other items of personal property, including without limitation, furniture and apparel..."⁹

⁷ Jeffcoat's testimony contradicts the probate of this deed, which states it was executed in Alabama; Jeffcoat believes the deed was executed in South Carolina. (R. pp. 70-71, 157-158).

⁸ Months later, in response to Jeffcoat's questions as to the validity of Williams' deed, Williams sought and received retroactive approval of this transaction from the Baldwin County Probate Court. (R. pp. 50, 285-286, 313-315, 318).

⁹ This cause of action was eventually resolved and is not before this Court.

(R. p. 11). Jeffcoat filed his Answer on December 29, 2015, and asserted a counterclaim against Williams for fraud. (R. pp. 17-21). Jeffcoat filed an Amended Answer and Counterclaims on February 3, 2016, adding counterclaims for breach of fiduciary duty and slander of title. (R. pp. 22-28). Jeffcoat also filed a Motion to Dismiss on February 3, 2016. (R. pp. 29-32). Williams filed a Reply to the original Answer and Counterclaim on February 16, 2016 and to the Amended Answer and Counterclaims on March 18, 2016. (R. pp. 35-38, 40-45). Williams also filed a Response to Jeffcoat's Motion to Dismiss on March 30, 2016. (R. pp. 46-49). The Motion to Dismiss was heard by Judge Markley Dennis on April 1, 2016. Judge Dennis denied the Motion to Dismiss by order dated April 6, 2016. (R. pp. 1, 253-258).

On August 3, 2016, Jeffcoat filed a Motion for Summary Judgment and an Affidavit in Support of the same. (R. pp. 51-72). Jeffcoat withdrew this motion, without prejudice, via a consent order dated January 5, 2017. (R. p. 2).

On January 11, 2017, Williams amended her Complaint to appear as the Personal Representative of Perkins' Estate, as Sandra Perkins died on November 26, 2015. (R. pp. 74-80, 142). On January 17, 2017, Williams filed a Motion for Partial Summary Judgment (R. pp. 81-129). On March 27, 2017, Jeffcoat filed a Response to this motion and asserted a cross-motion for Summary Judgment; he also filed another affidavit in support of his position. (R. pp. 130-159). On February 28, 2018, Jeffcoat filed a Second Amended Answer and Counterclaims. (R. pp. 160-166). Williams filed a Reply on March 19, 2018 (R. pp. 167-172). Judge Thomas Hughston heard the pending Motions for Summary Judgment on March 29, 2017, and denied them by order dated May 9, 2017. (R. pp. 3, 259-272). Judge Hughston's order held: "Plaintiff's Motion...is denied,

viewing the evidence in the light most favorable to the non-moving party [Jeffcoat] and finding a scintilla of evidence exists giving rise to a genuine issue of material fact.” (R. p. 3) (emphasis in original).

On April 2, 2018, Williams filed another Motion for Partial Summary Judgment, which was substantially similar to Williams’ January 17, 2017 motion. (R. pp. 173-222). On April 17, 2018, Jeffcoat filed his own Motion for Summary Judgment. (R. pp. 223-236). Williams responded to Jeffcoat’s motion on April 26, 2018. (R. pp. 237-246). Pursuant to an Order of Reference, Charleston County Master-in-Equity Mikell Scarborough heard these motions on April 30, 2018. (R. pp. 273-304). On May 25, 2018 (after the hearing), Williams filed a Supplemental Brief in support of her motion. (R. pp. 247-250). The Master-in-Equity issued his order on June 28, 2018, compelling the partition of 1955 Old Fort and further holding: “[a]ny relief specifically not addressed herein, is denied.” (R. p. 6). Jeffcoat timely filed his Notice of Appeal on August 3, 2018. (R. p. 251).

ARGUMENT

The Master-in-Equity’s order fails to consider the substantial evidence of Vanessa Williams’ misconduct in this action, ranging from taking financial advantage of the vulnerable Perkins, to fraudulently obtaining a guardianship/conservatorship over Perkins, to her self-dealing real estate transaction. These acts divested the Baldwin County Probate Court of jurisdiction and provided the scintilla of evidence necessary to defeat Williams’ Motion for Summary Judgment. Further, the Master-in-Equity’s ruling that Williams could alienate Perkins’ interest in 1955 Old Fort was a reversible error of law.

I. The Baldwin County Probate Court lacked subject matter jurisdiction in Perkins' guardianship/conservatorship.

The Master-in-Equity's decision was based on both Williams' purported legal authority to act as guardian and conservator and the Baldwin County Probate Court's ratification of her self-dealing transaction. (R. p. 4). However, the Baldwin County Probate Court never possessed (and still does not possess) subject matter jurisdiction¹⁰ over this matter, and therefore its orders are void.

A. Standard of Review – Subject Matter Jurisdiction.

The issue of subject matter jurisdiction may be raised at any time, including when raised for the first time to an appellate court. See Tatnall v. Gardner, 350 S.C. 135, 137, 564 S.E.2d 377, 378 (Ct.App. 2002). When raised for the first time at the appellate court, the appellate court may take its own view of whether the preponderance of the evidence supports jurisdiction. Edens v. Bellini, 359 S.C. 433, 440, 597 S.E.2d 863, 867 (Ct. App. 2004).

“It is well settled that want of jurisdiction over either the person or the subject matter is open to inquiry where a judgment rendered in one state is challenged in another.” Peoples Nat'l Bank of Greenville v. Manos Bros., Inc., 226 S.C. 257, 275, 84 S.E.2d 857, 866 (1954); see also Colonial Pacific Leasing Corp. v. Taylor, 326 S.C. 529, 484 S.E.2d 595 (Ct. App. 1997). “[A] judgment may be [impeached] in a collateral

¹⁰ To the extent Jeffcoat's subject matter jurisdiction argument may be construed as a challenge to personal jurisdiction, Jeffcoat's Answers affirmatively disputed the Baldwin County Probate Court's “jurisdiction over the person or the estate [of] Sandra P. Perkins...” (R. pp. 17, 22, 160). Even if this defense had not been preserved, Perkins' incapacity would allow Jeffcoat to advance a personal jurisdiction argument. See Caughman v. Caughman, 247 S.C. 104, 109, 146 S.E.2d 93, 95 (1965) (“[T]he duty to protect the rights of incompetents has precedence over procedural rules otherwise limiting the scope of review.”).

proceeding on the ground of fraud where the fraud goes to the jurisdiction of the court, or to the method of acquiring jurisdiction or appears on the face of the record.” McLeod v. Sandy Island Corp., 260 S.C. 209, 215, 195 S.E.2d 178, 180 (1973) (citations omitted).

B. The proceedings before the Baldwin Count Probate Court violated the Alabama Uniform Adult Guardianship and Protective Proceedings Jurisdiction Act.

The Alabama Uniform Adult Guardianship and Protective Proceedings Jurisdiction Act (“the Act”) (Ala. Code. § 26-2B-101 *et seq.*)¹¹ is “the exclusive jurisdictional basis for a court of this state to appoint a guardian or issue a protective order for an adult.” Ala. Code § 26-2B-202. Judge David Herndon of the Southern District of Illinois provides an excellent explanation of why this legislation was necessary:

The process for granting guardianship occurs in state court. Accordingly, we have more than 50 different systems for adjudicating guardianship matters. The guardianship process becomes especially difficult when guardianship questions cross state lines, such as when more than one person applies for guardianship of the same person in different jurisdictions. Historically, there has been a lack of guidance regarding how to resolve dueling interstate guardianships. Additionally, state courts are not required to give another state’s judgment on guardianship full faith and credit. As a consequence, interstate guardianship matters often result in protracted litigation that harms families and opens the door to abusive practices.

Of particular concern is a tactic known as “granny snatching.” The AARP has described granny snatching as “a deplorable tactic by which someone who wants control over a vulnerable individual and their assets — usually when there’s a sizeable estate involved — ‘snatches’ that individual across state lines and immediately files for guardianship, preventing control or contact with the individual by other family members.”

Elder law practitioners uniformly decry the practice, arguing that it isolates and exploits vulnerable seniors; results in expensive, protracted

¹¹ This uniform act is codified in South Carolina at 62-2-700 *et seq.*

litigation that may deplete an estate; aggravates family disputes; delays needed care; and facilitates elder abuse.

In an effort to address this and other problematic practices in the field of adult guardianship, the Uniform Adult Guardianship and Protective Proceedings Jurisdiction Act (“the Act”) was established. The Act provides clear guidelines for determining which state has jurisdiction when guardianship disputes cross state boundaries. Typically, the senior’s “home” state (where the senior has been physically present over the last six months) will have original jurisdiction.

The Act’s uniform system avoids the legal and personal fiascos that are created when guardianship matters are being pursued in two states simultaneously. Accordingly, practitioners across the Country consistently promote the Act as a vital tool in protecting vulnerable seniors and their families. Indeed, since its enactment, the Act has been endorsed by elder law practitioners and numerous authoritative organizations in the field of elder law. Additionally, the Act has been adopted by 45 states, the District of Columbia, and Puerto Rico.

Easterly v. Burgett, No. 3:16-cv-00288-DRH-SCW (S.D.Ill. Order dated October 26, 2016) (footnotes removed) *available at* <https://ecf.ilsd.uscourts.gov/doc1/06913629338> (last visited November 19, 2018). The Act also provides a mechanism for communication and cooperation between courts of different states to determine jurisdiction. Ala. Code §§ 26-2B-104 & 26-2B-105. An Alabama court has jurisdiction over an incapacitated adult if Alabama is (1) the person’s “home state” as defined by Ala. Code § 26-2B-201 (a)(2), (2) a “significant connection” state as defined by Ala. Code § 26-2B-201 (a)(3), (3) if the “home state” and the “significant connection” state decline jurisdiction, or (4) if there is “special jurisdiction” (*i.e.* emergency jurisdiction). Ala. Code § 26-2B-203.

Williams never met the requirements of the Act, and therefore the Baldwin County Probate Court never acquired jurisdiction over Perkins’ guardianship and conservatorship. On June 25, 2015, Williams filed an Emergency Petition for Guardianship/Conservatorship, claiming the circumstances were an “emergency”

(presumably pursuant to Ala. Code § 26-2B-201(a)(1)), but this petition does not disclose that South Carolina was Williams' "home state" as defined by section 26-2B-201(a)(2).¹² (R. pp. 305-8) Disclosing that Perkins' "home state" was South Carolina would also require Williams to disclose that Perkins lived in South Carolina for almost 20 years. (R. pp. 69, 155). Because the Baldwin County Probate Court was empowered to communicate with other courts, withholding this information prevented the Probate Court from inquiring further into this matter before issuing letters. This is important, because if the Baldwin County Probate Court assumed "special jurisdiction" over this "emergency" matter, a South Carolina court would have had the ability to dismiss this action upon request. Ala. Code § 26-2B-204(b).

Further, because South Carolina was Perkins' "home state", the Alabama Code provides that notice be given to "those persons who would be entitled to notice of the petition if a proceeding were brought in the respondent's home state". Ala. Code § 26-2B-208. Jeffcoat, who had "care and custody" of Perkins, was entitled to notice of any guardianship proceeding under then-existing South Carolina law. S.C. Code § 62-5-309 (Supp. 2015). Jeffcoat received no notice of Perkins' emergency petition, or any subsequent petition or document relating to the wardship of Sandra Perkins. (R. pp. 69-71, 156-57, 286).

Pursuant to Williams' fraudulent and materially deficient emergency petition, and without proper notice, the Probate Court issued Temporary Letters of Guardianship on July 7, 2015. (R. p. 309). These Temporary Letters of Guardianship issued to Williams

¹² Williams only disclosed the following regarding Perkins' time in South Carolina: "That prior to residing in Baldwin County, Alabama, SANDRA P. PERKINS resided in Charleston, South Carolina." (R. p. 305).

explicitly stated “said guardian does not have authority to expend any funds of said ward.”¹³ (R. p. 309). On July 17, 2015, Williams petitioned the Probate Court for a General Guardianship/Conservatorship, “to protect and manage the person, assets and financial affairs of [Perkins].” (R. pp. 310-11). This petition again omits the fact that South Carolina was Perkins’ “home state” under section 26-2B-201(a)(2). The petition also omits facts necessary for a determination that Baldwin County, Alabama should exercise jurisdiction pursuant to Ala. Code 26-2B-203(B)(iii) & 26-2B-206(c). Consequently, the order appointing Williams contains no consideration of the factors that the court shall consider under 26-2B-206(c).¹⁴

Williams also had an affirmative duty under the Act to inform the Probate Court of “...any proceeding that could affect the current proceeding...” Ala. Code § 26-2B-210. Jeffcoat filed his original Answer and Counterclaim on December 29, 2015, alleging misconduct on the part of Williams and seeking to set aside the deed Williams executed as Perkins’ guardian and conservator. (R. pp. 17-21) Jeffcoat’s original counterclaim also specifically alleges Williams violated Ala. Code §§ 26-2A-150 & -152 and that the

¹³ As set forth above, at this time Williams did use funds from Perkins’ checking and retirement accounts to pay for her family’s groceries, her daughter’s college tuition, and any other “expenses [of] around [\$2,200] or [\$]2,300 a month for a family of four.” (R. pp. 144-45).

¹⁴ These factors are: (1) any expressed preference of the respondent; (2) whether abuse, neglect, or exploitation of the respondent has occurred or is likely to occur and which state could best protect the respondent from the abuse, neglect, or exploitation; (3) the length of time the respondent was physically present in or was a legal resident of this or another state; (4) the distance of the respondent from the court in each state; (5) the financial circumstances of the respondent’s estate; (6) the nature and location of the evidence; (7) the ability of the court in each state to decide the issue expeditiously and the procedures necessary to present evidence; (8) the familiarity of the court of each state with the facts and issues in the proceeding; and (9) if an appointment were made, the court’s ability to monitor the conduct of the guardian or conservator. Ala. Code 26-2B-206(c).

Baldwin County Probate Court lacked jurisdiction. (R. pp. 17, 20). There is no record that Williams informed the Probate Court of this action. Williams' January 11, 2016 "Motion to Approve Transfer of Real Property", appears to have been an attempt to address Jeffcoat's counterclaim without informing the Probate Court of the existence of this litigation. The Probate Court's order on this motion, issued January 15, 2016, was also issued without the input of Perkins' guardian ad litem, who did not provide her response until January 19, 2016. (R. pp. 50, 318).

As set forth above, Williams has failed to meet the requirements of the Act and perpetuated a fraud on the Baldwin County Probate Court by withholding information necessary for that court to assume jurisdiction and failing to notify Jeffcoat.¹⁵ Consequently, the Baldwin County Probate Court lacked subject matter jurisdiction over this dispute, and all of its orders from The Matter of Sandra P. Perkins are void. See Ex parte Punturo, 928 So.2d 1030, 1035 (Ala. 2002); Simmons v. Simmons, 370 S.C. 109, 116, 634 S.E.2d 1, 4 (Ct.App.2006) ("It is axiomatic that an order entered by a court without subject matter jurisdiction is utterly void."). Accordingly, Williams was never legally the guardian and conservator of Sandra Perkins, Williams never had the authority to transfer 1955 Old Fort, and Williams never even had the authority to institute this action.¹⁶ The Master-in-Equity committed reversible error in finding that the November

¹⁵ Williams' withholding of information also prevented the Baldwin County Probate Court from declining jurisdiction and sanctioning Williams for her "unjustifiable conduct". See Ala. Code § 26-2B-207 (Allowing court to decline jurisdiction due to "unjustifiable conduct" and providing for sanctions against the party attempting to invoke jurisdiction.).

¹⁶ Williams also never filed her Letters of Guardianship/Conservatorship in Charleston County as a foreign judgment pursuant to S.C. Code § 62-5-716, and thus she never had standing to pursue an action as a guardian or conservator. See Argument II.F, *infra*.

16, 2015 conveyance of 1955 Old Fort was lawful, and this Court must reverse his decision and award any such other and further relief it deems appropriate.

II. The evidence in the record of Williams' misconduct was sufficient to defeat Williams' motion for summary judgment.

In South Carolina, a mere scintilla of evidence of a material issue of fact can defeat a motion for summary judgment. The record, especially when viewed in a light most favorable to Jeffcoat,¹⁷ contains at least a scintilla of evidence of Williams' misconduct, ranging from taking financial advantage of the vulnerable Perkins, to fraudulently obtaining a guardianship/conservatorship over Perkins, to her self-dealing real estate transaction. These acts support Jeffcoat's counterclaims and affirmative defenses, and it was reversible error for the Master-in-Equity to grant Williams summary judgment with this evidence present in the record.¹⁸

A. Standard of Review – Motion for Summary Judgment.

"In reviewing an order for summary judgment, the appellate court applies the same standard which governs the trial court under Rule 56 of the South Carolina Rules of Civil Procedure." M & M Grp., Inc. v. Holmes, 379 S.C. 468, 473, 666 S.E.2d 262, 264 (Ct. App. 2008). "Summary judgment is appropriate when 'the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any,

¹⁷ Judge Hughston, in denying Williams' first Motion for Summary Judgment, held: "Plaintiff's Motion...is **denied**, viewing the evidence in the light most favorable to the non-moving party [Jeffcoat] and finding a scintilla of evidence exists giving rise to a genuine issue of material fact." (R. p. 3) (emphasis in original). Williams' second Motion for Summary Judgment (R. pp. 173-222) is virtually identical to her first Motion for Summary Judgment (R. pp. 81-129).

¹⁸ Jeffcoat would argue that no evidence exists in the record to controvert the allegations of his counterclaims and affirmative defenses, and thus he should have prevailed in his cross-motion for summary judgment.

show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Id. (quoting Rule 56(c), SCRPC). A material issue is one that constitutes a legal defense or that affects the result of the action. PPG Indus., Inc. v. Orangeburg Paint & Decorating Ctr., 297 S.C. 176, 375 S.E.2d 331 (Ct. App. 1988).

“On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the appellant, the non-moving party below.” Id. (quoting Willis v. Wu, 362 S.C. 146, 151, 607 S.E.2d 63, 65 (2004)). Summary judgment should not be granted if further development of the facts would assist in the application of the law. Mosteller v. Cty. of Lexington, 336 S.C. 360, 362, 520 S.E.2d 620, 621 (1999). A court considering summary judgment neither makes factual determinations nor considers the merits of competing testimony. Id.

“Matters subject to judicial notice are properly considered on a summary judgment motion.” 11 Moore’s Federal Practice § 56.95 (2016); c.f. Doe v. Bishop of Charleston, 407 S.C. 128, 754 S.E.2d 494 (2014) (Courts may take judicial notice of facts when considering a Rule 12(b)(6) motion); see also Rule 201(f), SCRE (“Judicial notice may be taken at any stage of the proceeding.”).

“[I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment.” Hancock v. Mid-S. Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). The South Carolina Supreme Court has defined a “scintilla” as “‘a gleam,’ ‘a glimmer,’ ‘a spark,’ ‘the least particle,’ ‘the smallest trace.’” Bethea v.

Floyd, 177 S.C. 521, 181 S.E. 721, 724 (1935); see also Rogers v. Norfolk Southern Corp., 356 S.C. 85, 588 S.E.2d 87 (2003) (Burnett, J., dissenting) (“A scintilla is defined as ‘a trace’ of evidence.”) (citing Black’s Law Dictionary 1347 (7th ed.1999)). In cases requiring a heightened burden of proof (e.g. fraud), the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment. Hancock at 330-31, 673 S.E.2d at 803.

B. There is a genuine issue of material fact as to Williams’ unclean hands.

Williams’ misconduct particularly implicates Jeffcoat’s defense of unclean hands. (R. pp. 18-19, 23-24, 162-164). A partition action is an action in equity. Zimmerman v. Marsh, 365 S.C. 383, 386, 618 S.E.2d 898, 900 (2005). The defense of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant. First Union National Bank of S.C. v. Soden, 333 S.C. 554, 511 S.E.2d 372 (Ct. App. 1998); see also Whitlock v. Creswell, 190 S.C. 315, 2 S.E.2d 838 (1939) (One who comes into a court of equity must do so with clean hands.).

Viewing the facts in a light most favorable to Jeffcoat, the record contains substantial evidence (at the very least, a scintilla) that Williams does not come to the court with clean hands. As soon as Williams arrived in South Carolina, she began to take control of her mother’s finances, despite being aware of Perkins’ dementia. (R. pp. 143, 145-146) From April to November of 2015, Williams used her mother’s assets to pay a down payment for a mobile home, pay her daughter’s college tuition, and generally support her family. (R. pp. 143-144). Williams was aware that Jeffcoat would assume full title to 1955 Old Fort upon Perkins’ death. (R. pp. 83, 225). In order to further enrich

herself, she misused her putative authority as a conservator to transfer 1955 Old Fort to her for \$10.00 “and love and affection” while her mother was in her final illness. All of these acts worked to the obvious detriment and prejudice of Jeffcoat, who now faces the sale of, and eviction from, his home of 18 years. The Master-in-Equity failed to acknowledge the existence of this evidence of unclean hands,¹⁹ which prevents any award of summary judgment for Williams. This Court must reverse his order and remand this case for a trial on the merits.

C. There is a genuine issue of material fact as to Williams’ fraud.

Jeffcoat has also alleged, both as a defense²⁰ and counterclaim, Williams’ fraudulent behavior prohibits her recovery and requested that Perkins’ deed to Williams be set aside. (R. pp. 18-19, 23-24, 162-164). The elements of an action for fraud based on a representation include: (1) a representation; (2) falsity; (3) its materiality; (4) knowledge of the falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer’s ignorance of its falsity; (7) the hearer’s reliance upon the truth; (8) the hearer’s right to rely thereon; and (9) the hearer’s consequent and proximate injury. First State Sav. & Loan v. Phelps, 299 S.C. 441, 385 S.E.2d 821 (1989); Moorhead v. First Piedmont Bank & Trust Co., 273 S.C. 356, 256 S.E.2d 414 (1979). The plaintiff must prove these elements by clear, cogent, and convincing evidence. Kahn Const. Co. v. South Carolina National Bank of Charleston,

¹⁹ The violations of law described in Argument I (lack of subject matter jurisdiction), Argument II.D (breach of fiduciary duty), and Argument II.F (lack of standing) also support an unclean hands defense, as equity follows the law. C & S Nat’l Bank v. Modern Homes Constr. Co., 248 S.C. 130, 133, 149 S.E.2d 326, 327 (1966).

²⁰ It is well-settled that fraud is a defense to partition of land. E.g. Holland v. Shaffer, 178 P.2d 235 (Kan. 1947) (stating that it is a defense to partition that the partition would become an instrument of fraud and oppression).

275 S.C. 381, 384, 271 S.E.2d 414 (1980). “To establish constructive fraud, all elements of actual fraud except the element of intent must be established.” Pitts v. Jackson Nat’l Life Ins. Co., 352 S.C. 319, 333, 574 S.E.2d 502, 509 (Ct.App.2002) (quoting Ardis v. Cox, 314 S.C. 512, 515, 431 S.E.2d 267, 269 (Ct.App.1993)).²¹

Viewing the facts in a light most favorable to Jeffcoat, the record contains substantial evidence (far more than a scintilla) that Williams has obtained her interest in 1955 Old Fort by fraud and has otherwise injured Jeffcoat. On June 16, 2015, Williams misrepresented her intention to take Perkins to her doctor, when she truly intended to abscond with Perkins to Alabama. (R. pp. 69, 156). As co-caretaker of Perkins, Jeffcoat had every right to rely on Williams’ honesty, which he did. As a result of Williams’ dishonesty, Jeffcoat was shut out of Perkins’ life, allowing Williams to appropriate all of Perkins’ assets and eventually to obtain via fraud a one-half interest in 1955 Old Fort. Jeffcoat now faces the sale of, and eviction from, his home of 18 years. The Master-in-Equity failed to acknowledge the existence of this evidence, which prevents any award of summary judgment for Williams and supports the argument that Jeffcoat is entitled to damages. This Court must reverse his order and remand this case for a trial on the merits.

D. There is a genuine issue of material fact as to Williams’ breach of her fiduciary duties.

Jeffcoat has also alleged as a counterclaim that Williams has breached her fiduciary duty. (R. pp. 26-27, 164-165). “To establish a claim for breach of fiduciary

²¹ This counterclaim could also be construed as a counterclaim for fraudulent conveyance (a/k/a The Statute of Elizabeth), as Williams’ conveyance to herself was an attempt to defraud Jeffcoat of his lawful interest in 1955 Old Fort. See S.C. Code § 27-23-10; Lebovitz v. Mudd, 293 S.C. 49, 358 S.E.2d 698 (1987) (protection of Statute of Elizabeth extends to other types of parties defrauded in connection with the conveyance of property).

duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant.” RFT Mgmt. Co. v. Tinsley & Adams L.L.P., 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012). “A fiduciary relationship exists when one imposes a special confidence in another; so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one imposing the confidence.” Moore v. Moore, 360 S.C. 241, 250, 599 S.E.2d 467, 472 (Ct. App. 2004). “To establish the existence of a fiduciary relationship, the facts and circumstances must indicate the party reposing trust in another has some foundation for believing the one so entrusted will not act in [its] own behalf but in the interest of the party so reposing.” Id. at 251, 599 S.E.2d at 472. “The evidence must show the entrusted party actually accepted or induced the confidence placed in [it].” Id.

According to the Alabama Code, a conservator is a fiduciary who must act as a “prudent person dealing with the property of another.” Ala. Code § 26-2A-145 see also S.C. Code § 62-5-417 (equivalent South Carolina law).

In (i) investing the estate, (ii) selecting assets of the estate for distribution under subsections (a) and (b) of Section 26-2A-153, and (iii) utilizing powers of revocation or withdrawal available for the support of the protected person and exercisable by the conservator or the court, the conservator and the court shall take into account any estate plan of the protected person known to them, including a will, any revocable trust of which the person is settlor, and any contract, transfer, or joint ownership arrangement originated by the protected person with provisions for payment or transfer of benefits or interests at the person’s death to another or others. The conservator may examine the will of the protected person.

Ala. Code § 26-2A-155 (emphasis added) see also S.C. Code § 62-5-427 (equivalent South Carolina law). Similarly:

It was stated in England many years ago that “in managing the estate of a lunatic the general principle is to attend solely to the interest of the owner without any regard to the succession”; and that “the courts have always shut out of their view all consideration of eventual interests; and consider only the immediate interest of the person under their care.”

Dolbeare v. Bowser, 149 N.E. 626, 628-29 (Mass. 1925) (quoting Oxenden v. Lord Compton, 2 Ves. Jr. 69, 72 (Ch. 1793)); accord Minnehan v. Minnehan, 147 N.E.2d 533, 671 (Mass. 1958) (“Unless necessary for the ward’s maintenance [a conservator] cannot vary or change the ward’s property so as to affect any alteration in its succession.”). The deed that created the joint tenancy made clear that the parties’ intent was to allow title to the property to vest in the survivor of the relationship. (R. pp. 191-192). This intent is further supported by Jeffcoat’s testimony and the lack of disposition of the property in Perkins’ will. (R. pp. 69, 71-72, 155-156, 159, 292). Williams’ self-dealing sale of her mother’s share of 1955 Old Fort to Williams for \$10.00 “and love and affection” is contrary to Perkins’ estate plan, *i.e.* that full title to the property vest in Jeffcoat at her death. This is a violation of Williams’ fiduciary duty.²²

An Alabama conservator has a limited number of activities he or she may conduct without court approval, none of which apply here. See Ala. Code § 26-2A-152(c). Williams has advanced the affidavit of Leslie T. Fields in support of the contention that Williams’ sale of the 1955 Old Fort for \$10, changing the estate from a joint tenancy with a right of survivorship to a tenancy in common, and subsequent partition action did not violate Ala. Code § 26-2A-152(d)(3). (R. pp. 219-222). This statute requires prior court approval to: “Dispose of any real property, including land in another state, for cash or on

²² Judge Hughston recognized the significance of this transfer early in the hearing on Williams’ first Motion for Summary Judgment: “Doesn’t sound too good to start with.” (R. p. 262).

credit, at public or private sale, and manage, develop, improve, partition, or change the character of estate real property". Ala. Code § 26-2A-152(d)(3). Fields argues that Williams' acts were permissible under Ala. Code § 26-2A-152(c)(1), which allows a conservator, without prior court order, to: "Collect, hold, and retain assets of the estate including land in another state and stocks of private corporations, until determining that disposition of the assets should be made, and the assets may be retained even though they include an asset in which the conservator is personally interested". Not only is Fields' argument contradicted by the plain language of the statute,²³ her affidavit is nothing more than legal argument, and is thus inadmissible. See Dawkins v. Fields, 354 S.C. 58, 66, 580 S.E.2d 433, 437 (2003) ("In general, expert testimony on issues of law is inadmissible."); Id. at 66-67, 580 S.E.2d at 437 (finding the trial court properly refused to consider an affidavit that was a legal argument as to why summary judgment should be denied).

Williams also never fully addressed her conflicts of interest and self-dealing in her conservatorship. Williams was presumably the beneficiary of Perkins' trust. (R. p. 146). The terms of this trust are not part of the record, and for this reason alone summary judgment was premature and should have never been issued. See Mosteller v. Cty. of Lexington, 336 S.C. 360, 362, 520 S.E.2d 620, 621 (1999) (Summary judgment should not be granted if further development of the facts would assist in the application of the law.). Williams was a signatory on Perkins' checking account; if she was using these

²³ Even if Williams' self-dealing sale of 1955 Old Fort to Williams for \$10.00 "and love and affection" were permissible without prior court approval, Williams would nonetheless need court approval for such an act of self-dealing under Ala. Code § 26-2A-150. While Williams did eventually obtain approval of this transaction, section 26-2A-150 requires notice, and Jeffcoat, whose property interest would be affected by this transfer, was never notified.

joint funds to avoid drawing on trust assets that she would eventually inherit, there existed a conflict of interest. E.g. Dowdy v. Jordan, 196 S.E.2d 160 (Ga.App. 1973) (conflict of interest because guardian depleted other assets in order to maximize his inheritance).

Alabama law provides:

Any sale or encumbrance to or purchase from a conservator, the spouse, agent, attorney of a conservator, any person related to the conservator by blood or marriage within the fourth degree, or any corporation, trust, or other organization in which the conservator has a substantial beneficial interest, or any other transaction involving the estate being administered by the conservator which is affected by a substantial conflict between fiduciary and personal interests is voidable unless the transaction is approved by the court after notice as directed by the court.

Ala. Code § 26-2A-150 see also S.C. Code § 62-5-422 (substantially equivalent South Carolina law). From April to November of 2015, Williams, as signatory, used her mother's assets to help buy a mobile home, pay her daughter's college tuition, and generally support her family. (R. p. 143). Not only did these acts violate the July 7, 2015 Temporary Letters of Guardianship (which prohibited expending any of Perkins' funds), none of the orders of the Baldwin County Probate Court address the conflict between Williams as co-owner of Perkins' accounts and Williams as conservator of Perkins' assets.

The Master-in-Equity failed to acknowledge the existence of the evidence set forth above, which prevents any award of summary judgment for Williams and establishes that Jeffcoat is entitled to damages. This Court must reverse his order and remand this case for a trial on the merits.

E. There is a genuine issue of material fact as to Williams' slander of Jeffcoat's title to his home.

Jeffcoat has also alleged as a counterclaim that Williams has slandered his title through the filing of her deed, which he claims is invalid. (R. pp. 27-28, 165-166). “[T]o maintain an action for slander of title in South Carolina, the plaintiff must establish: (1) the publication (2) with malice (3) of a false statement (4) that is derogatory to plaintiff's title and (5) causes special damages (6) as a result of diminished value of the property in the eyes of third parties.” Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 21-22, 567 S.E.2d 881, 892 (Ct. App. 2002) (quotations removed). As set forth earlier in this brief, Williams' title to 1955 Old Fort is void, and her assertion of legal title prevents Jeffcoat from providing marketable title to his property. The Master-in-Equity failed to acknowledge the existence of this evidence, which prevents any award of summary judgment for Williams and establishes that Jeffcoat is entitled to damages. This Court must reverse his order and remand this case for a trial on the merits.

F. There is a genuine issue of material fact as to Williams' lack of standing.

Jeffcoat has alleged as a defense Williams' lack of standing. (R. pp. 19, 24, 162). South Carolina is not required by the “full faith and credit” clause to recognize guardianship/conservatorship orders of other states. E.g. Easterly, supra (citing Morris v. Morris, 273 F.2d 678, 681 (7th Cir. 1960)). However, South Carolina's version of the Uniform Adult Guardianship and Protective Proceedings Jurisdiction Act does allow such recognition, provided a certified copy of the relevant order is filed of record with the Clerk of Court as a foreign judgment, and the certificate then issued by the Clerk of Court is filed with the Register of Deeds. S.C. Code § 62-5-716. There is no record that Williams performed any of these tasks, thus she has no right under South Carolina law to

any action as a guardian or conservator in this state. Accordingly, as a matter of law Williams lacked standing to pursue her action against Jeffcoat and the Master-in-Equity must be reversed. Id.; see generally ATC S., Inc. v. Charleston Cty., 380 S.C. 191, 195, 669 S.E.2d 337, 339 (2008) (standing).

III. Williams was unable to sever Perkins' and Jeffcoat's joint tenancy by her purported transfer of the property.

At common law, a joint tenant could unilaterally transfer, *inter vivos*, his or her share in the property, to a third party, thus resulting in the original tenant and the new tenant holding the property as tenants in common and extinguishing the right of survivorship in the remaining original tenant. However, in 2000, the state legislature enacted section 27-7-40, which displaced the common law of joint tenancy and, significantly for this action, enumerated the limited incidents by which a joint tenancy with a right of survivorship may be severed. None of these incidents allow for a unilateral partition by one tenant:

SECTION 27-7-40. Creation of joint tenancy; filing; severance.

(a) In addition to any other methods for the creation of a joint tenancy in real estate which may exist by law, whenever any deed of conveyance of real estate contains the names of the grantees followed by the words "as joint tenants with rights of survivorship, and not as tenants in common" the creation of a joint tenancy with rights of survivorship in the real estate is conclusively deemed to have been created. This joint tenancy includes, and is limited to, the following incidents of ownership:

(i) In the event of the death of a joint tenant, and in the event only one other joint tenant in the joint tenancy survives, the entire interest of the deceased joint tenant in the real estate vests in the surviving joint tenant, who is vested with the entire interest in the real estate owned by the joint tenants.

(ii) In the event of the death of a joint tenant survived by more than one joint tenant in the real estate, the entire interest of the deceased

joint tenant vests equally in the surviving joint tenants who continues to own the entire interest owned by them as joint tenants with right of survivorship.

(iii) The fee interest in real estate held in joint tenancy may not be encumbered by a joint tenant acting alone without the joinder of the other joint tenant or tenants in the encumbrance.

(iv) If all the joint tenants who own real estate held in joint tenancy join in an encumbrance, the interest in the real estate is effectively encumbered to a third party or parties.

(v) If real estate is owned by only two joint tenants, a conveyance by one joint tenant to the other joint tenant terminates the joint tenancy and conveys the fee in the real estate to the other joint tenant.

(vi) If real estate is owned by more than two joint tenants, a conveyance by one joint tenant to all the other joint tenants therein conveys his interest therein equally to the other joint tenants who continue to own the real estate as joint tenants with right of survivorship.

(vii) Any joint tenancy in real estate held by a husband and wife with no other joint tenants is severed upon the filing of an order or decree dissolving their marriage and vests the interest in both the parties as tenants in common, unless an order or decree of a court of competent jurisdiction otherwise provides.

(viii) The interest of any joint tenant in a joint tenancy in real estate sold or conveyed by a court of competent jurisdiction where otherwise permitted by law severs the joint tenancy, unless the order or decree of such court otherwise provides and vests title in the parties as tenants in common.

(ix) If real estate is owned by two or more joint tenants, a conveyance by all the joint tenants to themselves as tenants in common severs the joint tenancy and conveys the fee in the real estate to these individuals as tenants in common.

(b) The surviving joint tenant or tenants may, following the death of a joint tenant, file with the Register of Deeds of the county in which the real estate is located a certified copy of the certificate of death of the deceased joint tenant. The fee to be paid to the Register of Deeds for this filing is the same as the fee for the deed of conveyance. The Register of Deeds must index the certificate of death under the name of the deceased joint

tenant in the grantor deed index of that office. The filing of the certificate of death is conclusive that the joint tenant is deceased and that the interest of the deceased joint tenant has vested by operation of law in the surviving joint tenant or tenants in the joint tenancy in real estate.

(c) Except as expressly provided herein, any joint tenancy severed pursuant to the terms of this section is and becomes a tenancy in common without rights of survivorship. Nothing contained in this section shall be construed to create the estate of tenancy by the entirety. Nothing contained in this section amends any statute relating to joint tenancy with rights of survivorship in personal property but affects only real estate. The provisions of this section must be liberally construed to carry out the intentions of the parties. This section supersedes any conflicting provisions of Section 62-2-804.

S.C. Code § 27-7-40. While this statute references that a joint tenancy with a right of survivorship may be created by "other methods...which may exist by law", it explicitly limits the destruction of a joint tenancy with a right of survivorship to the incidents enumerated in the statute. A well-settled rule of statutory construction is that any legislation which is in derogation of common law must be strictly construed and not extended in application beyond clear legislative intent. South Carolina Dep't of Soc. Servs. v. Wheaton, 323 S.C. 299, 302, 474 S.E.2d 156, 158 (Ct.App.1996). This rule applies to joint tenancy statutes. See e.g. Wendt v. Hane, 401 N.W.2d 457 (Minn. App. 1987); Powell v. American Charter Fed. S. & L., 514 N.W.2d 326 (Neb. 1994); O'Hagan v. U.S., 86 F.3d 776 (8th Cir. 1996). Section 27-7-40 is clear and unambiguous, and it provides the exclusive means by which a joint tenancy with rights of survivorship may be severed. Other than the death of one joint tenant, in which the interest passes to the other as a matter of law, or the conveyance by one tenant to another, there is no provision for severance that does not involve either the full consent of the other tenant or the order of a court of competent jurisdiction. Neither of these incidents are present here, and thus

Perkins (via Williams, her purported conservator) was not capable of alienating her interest in 1955 Old Fort as occurred in this action.

This result is entirely consistent with the intent of section 27-7-40, which provides: "The provisions of this section must be liberally construed to carry out the intentions of the parties." S.C. Code § 27-7-40(c). The record is replete with evidence of Sandra Perkins' intent to allow her interest in 1955 Old Fort to pass to Bradford Jeffcoat upon her death:

(a) The deed states this intent. (R. p. 61).

(b) According to Jeffcoat's July 12, 2016 affidavit:

...Before executing the new deed, Sandra and I discussed at length that when one of us passed away, it was our wish and intent that the house would automatically go to the survivor, which is why we chose to do a joint tenancy with a right of survivorship.

...
Neither Sandra nor I wanted the other to have any problems from our respective beneficiaries in regard to our home. What Vanessa [Williams] is now doing is exactly what her mother did not want to happen, and what we worked diligently to avoid happening. Just as I would have never wanted any beneficiary(ies) of mine to attempt to put Sandra out of our/her home had I pre-deceased her, she also did not want any beneficiary(ies) of hers to try to take our/my home away from me.

(R. pp. 69, 71-72) (emphasis in original) (see also R. pp. 155-56, 159).

(c) According to Jeffcoat's trial counsel:

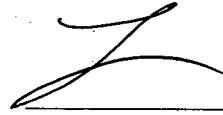
Everything passed to [Perkins'] daughter [Williams] but the house. The house was omitted from the will, presumably because she knew it would pass automatically to Mr. Jeffcoat. [Perkins'] intent was clear at the beginning at the time they executed the deed, and she never changed her intent...

(R. p. 292). Accordingly, the Master-in-Equity's order was controlled by an error of law and this order must be reversed.

CONCLUSION

For the argument set forth above, Bradford Jeffcoat asks this Court to reverse the June 28, 2018 Order of the Charleston County Master-in-Equity and award Jeffcoat all such other and further relief as this Court deems just and proper.

Dated: 4/1/19



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