STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CASE NO.: 2017-CP-07-2163
WELDON E. WALL, SR.,)	
)	
Plaintiff,)	
)	
vs.)	**FINAL ORDER ENDING CASE**
)	
HAROLD H. WALL, SR.,)	
)	
Defendant.)	
)	

1. This matter came before me for a final hearing on April 30, 2019 at 9:00 a.m. The trial concluded the following day on May 1, 2019. Appearing on behalf of the Plaintiff was R. Thayer Rivers, Jr. and Darrell Thomas Johnson, Jr. Appearing on behalf of the Defendant was Russell P. Patterson.

2. The parties stipulated to the admission of one-hundred twenty-two (122) pre-marked exhibits. Additional exhibits were introduced at trial, including the full deposition transcript of J. W. Wall, Jr., which the Court has reviewed.

A. INTRODUCTION

3. This is a land dispute between two brothers, Harold H. Wall, Sr. ("Harold"), and Weldon E. Wall, Sr. ("Weldon"), concerning Roseland Plantation, located in Jasper County, consisting of approximately 520 acres, as more fully described on Exhibit 1 ("Roseland"). The northern portion of Roseland adjoins Bees Creek and has historically been used for farming, pine

straw production and silviculture, with the exception of a 10-acre outparcel where Harold has his home and a ten (10) acre site of the former home of Weldon.

B. ISSUES TO BE DECIDED BY THE COURT

1. Claims by Weldon

4. Pursuant to the May 12, 2017 Complaint filed by Weldon, he has asserted the following three (3) claims:

a. Enforcement of a 1972 oral agreement as to title to 10 acres around his former home on Roseland, as more fully described on Exhibit 4(a), ("Weldon Roseland Homesite") **or** in the alternative a finding by the Court he owns said property by adverse possession.

b. A request that this Court find that Weldon holds a one-half (1/2) equitable interest in the 520-acre Roseland tract, held in trust by his brother, J.W. Wall, Jr. ("J.W."), on his behalf pursuant to an oral agreement made sometime in 1977 – 42 years ago.

c. If it is found that Weldon holds a one-half (1/2) equitable interest in Roseland based upon the above 1977 oral agreement, or any other basis, he has requested an accounting of all monies generated from the leases of land, timber, and other products, as well as a portion of the sales proceeds of three (3) subsequent portions of Roseland that took place in 1984, 1995 and 2000, respectively.

2. Claims by Harold

5. Based upon the Third Amended Answer and Counterclaim of Harold, dated April 18, 2019, Harold is requesting the following relief:

a. That Weldon's claims as to title to the 10-acre Weldon Roseland Homesite and one-half (1/2) interest in Roseland be denied and title be confirmed in Harold.

b. That Harold be granted judgment against Weldon on a $79,000 loan made from 1995 to 1996, as evidenced by various checks, plus accrued interest.

c. That if it is determined that through the enforcement of the 1972 oral agreement between Weldon and Harold, or through adverse possession, that Weldon has a claim to the 10-acre Weldon Roseland Homesite, that the Court enforce the terms and provisions of a September 17, 2014 agreement which resolved said claims by a swap of property.

d. Harold has also asserted as defenses to all claims by Weldon the Statute of Frauds, the statute of limitations, laches, waiver, various equitable defenses (doctrine of unclean hands, equity aids the vigilant, etc.), Collateral Estoppel, and Judicial Estoppel.

C. FINDINGS OF FACT AND CONCLUSIONS OF LAW

6. The chain of title to Roseland is graphically depicted as Exhibit 0, as evidenced by the various deeds and other recorded documents introduced at trial (Exs. 1 – 25).

7. The Huguenin family owned Roseland for many generations. On February 4, 1972, Ed Huguenin, through negotiations with Weldon, agreed to sell approximately 720 acres (193.60 + 530.16 acres), to Weldon and Harold. (Deeds and plats, Exhibits 5 – 8). The total purchase price for these two parcels was $183,440 ($77,440 + $106,000). Thereafter, Harold and Weldon obtained a $125,000 loan secured by a first mortgage from American Bank and Trust on March 22, 1972 (Ex. 27). The use of the loan proceeds is unclear from the testimony at trial, with Weldon testifying the monies may have been used in connection with a joint land development of Lemon Island, a tract

of land located in Beaufort County. Based on this Court's findings and conclusions below, the determination of how these funds were spent is not a critical issue in this case. Approximately thirteen (13) months thereafter, Weldon conveyed his one-half (1/2) interest to a ten-acre portion of Roseland to Harold so he could construct a home. (Exhibits 9 and 10, Google photo – Ex. 122). Weldon testified that in 1973 he also was to receive a 10-acre waterfront homesite (Weldon Roseland Homesite), slightly to the west of Harold's ten acres, partially shown on Plat Book 12 at Page 382 (Exhibit 10). The ten (10) acre Weldon Roseland Homesite is the property subject to Weldon's first cause of action seeking to enforce this oral 1973 agreement or to obtain title by adverse possession. Both Harold and Weldon thereafter constructed homes on said respective ten (10) acre tracts.

8. On October 7, 1974, Ed Huguenin conveyed the remaining 99 acres of Roseland to Weldon and Harold for $40,000 (Exhibit 11). To finance this purchase, Harold and Weldon obtained a $40,000 mortgage from Production Credit Association (Exhibit 29), although at the closing, Weldon actually received the $40,000 (Exhibit 73), and had an agreement with Ed Huguenin that it would be repaid to him at some later date by Weldon. Weldon never paid these monies, or other monies due in connection with the purchase of these properties.

9. On July 25, 1973, Harold and Weldon obtained a $135,000 loan from the Federal Land Bank, using most of the proceeds to satisfy the prior $125,000 American Bank & Trust mortgage (Exhibit 28).

10. In early 1977, the Federal Land Bank loan was in default and the lender had proceeded with a foreclosure action. (Ex. 97). Weldon was unable to pay his share of the obligation

for this debt, and to many other creditors (See: Judgment list, Ex. 95). Weldon conveyed his one-half (1/2) interest in Roseland to his brother, J.W. Wall ("J.W."), on April 12, 1977 (Exhibit 12). This deed stated the consideration was "$143,372.96, plus the assumption of the existing mortgages to the Federal Land Bank and Coastal Production Credit". While both Weldon and J.W. testified no monies were actually paid, this Court notes documentary stamps in the amount of $1,800 were affixed to the deed. This Court finds and concludes the stated consideration on the deed is correct. After this transfer in April 1977, Roseland was owned equally by J.W. and Harold. There was conflicting testimony from Weldon and J.W. as to any oral agreement requiring J.W. to re-convey said property back to Weldon. This Court finds if there was any agreement, it is unenforceable under the Statute of Frauds, the applicable statue of limitations and laches. In addition, no claim has been asserted by Weldon against J.W. as to the enforcement of any such oral agreement.

11. J.W. on or about August 1, 1977 advanced $13,800 (Ex. 98) to cure the Federal Land Bank default and the foreclosure was dismissed. It was the credible testimony of Harold that he re-paid to J.W. the monies to cure the existing Federal Land Bank default. On January 25, 1978 J.W. conveyed his one-half (1/2) interest in Roseland to Harold (Exhibit 13). Thus, after this January 25, 1978 conveyance, title was held solely by Harold for the entirety of Roseland, including the ten (10) acre Weldon Roseland Homesite.

12. On June 23, 1978 Harold conveyed a one-half (1/2) interest in Roseland back to J.W. (Exhibits 14, 15). Approximately two years later, J.W. conveyed his one-half (1/2) interest in Roseland back to Harold. (Exhibit 16) On July 9, 1980, Harold conveyed a one-half (1/2) interest in

Roseland back to J.W. (Exhibit 17) The final conveyance between the two brothers took place on May 1, 1984 when J.W. conveyed his one-half (1/2) interest in Roseland to Harold. (Exhibit 18)

13. The purpose of these transfers between J.W. and Harold appeared to be to allow Harold to obtain financing for his farming operations, putting up as collateral a mortgage on Roseland, as well as numerous other parcels owned by Harold. There was nothing in writing evidencing an agreement by Harold to reconvey Roseland to J.W. As with the oral agreement between J.W. and Weldon discussed above, any oral agreement between J.W. and Weldon is not enforceable under the Statute of Frauds, the applicable statute of limitations, and laches. In addition, any such oral agreement was solely between JW and Harold. J.W. is not a party to this litigation and has asserted no claim to the property or against Harold. Thus, under no legal theory can such an agreement or understanding allow Weldon to succeed in his title claims to Roseland.

14. With the exception of three subsequent sales of property in Roseland by Harold to the members of the Huguenin family, Harold has retained record title to the remaining approximately 530 acres in Roseland since May 1, 1984 – over 34 years. No prior claim of any nature has ever been asserted against Harold as to Roseland by Weldon, until this action was filed in 2017. As discussed below, Weldon did file an adverse possession claim as to the 10-acre Weldon Roseland Homesite in 2015, but filed an Order of Dismissal, without prejudice, shortly thereafter. (Exhibits 54 through 56).

15. From a review of the extensive chain of title to Roseland, Weldon only held record title to Roseland for less than five (5) years – February 14, 1972 (Ex. 5 – 8) until April 12, 1977 (Ex.

12). For the last forty-two (42) years (1977 – 2019) Weldon has not held record title to any portion of Roseland.

2. 1980 Huguenin Suit for Balance of Purchase Price

16. In 1980, the Huguenin family sued Weldon and Harold seeking a balance of the purchase price they asserted was not paid from the initial 1972 and 1974 purchases of Roseland. The case was decided by a jury in 1980 that held that Harold and Weldon owed an additional $100,000 for said purchase. The August 21, 1980 Order of Judge James Morris, denying the Defendants' post-jury verdict motions (Ex. 51), is very informative as to the evidence presented by Weldon as to payment for the purchase price. Judge Morris discussed Weldon's arguments that Ed Huguenin had stolen his accounting records, that he had more than paid for the property by transferring various vehicles (some of which were subsequently returned since they did not run), and by the payment by checks on accounts that did not exist, and other claims that were rejected by the jury and Judge Morris. The jury decision was thereafter appealed to the South Carolina Court of Appeals, which issued a decision on December 12, 1983 affirming the $100,000 judgment. *Huguenin v. Wall*, 279 S.C. 518, 309 S.E.2d 794 (S.C.App. 1983) (Exhibit 52)[1] It should be noted that Thayer Rivers and Tom Johnson, now counsel for Weldon, represented the Huguenin family in that case.

17. After the South Carolina Court of Appeals upheld the $100,000 verdict, Harold alone paid the remaining monies due for Roseland. Using his own funds and a $99,000 loan on May 4, 1984 from the Farmers Home Administration (Exhibit 37), Harold paid Thayer Rivers $38,000 in cash, conveyed on May 4, 1994 approximately 50 acres on the Tulifinny River (Exhibit 70) to Tom

Johnson, paid additional monies to Huguenin, and conveyed a 10-acre portion of Roseland, known as the Huguenin cemetery, to David P. Huguenin as Trustee (Exhibits 19 and 20). Weldon paid no monies to satisfy this very significant judgment involving properties he is now claiming in this litigation he owned in whole or in part.

3. 1986 QTA – Option Litigation - Roseland

18. In 1986, approximately two years after Harold had obtained fee simple title to Roseland from J.W. (Exhibit 18), Harold negotiated with a third-party to purchase all of Roseland (including the ten (10) acre Weldon Roseland Homesite) for approximately $1.5 million. It is important to note that at no time did Weldon or J.W. ever assert any claims in relation to the pending sale for $1.5 million of Roseland. If they had any type of interest (legal, equitable or otherwise), it is clear that $1.5 million in 1986 dollars would have prompted some type of response. No such claims were ever made.

19. In completing due diligence in connection with this sale, a question arose as to the ownership of certain duck ponds on approximately 11 acres in Roseland that was potentially claimed by the Huguenin family. Gary Brown filed a quiet title action on behalf of Harold against the Huguenin Family, again represented by Tom Johnson (C.A. 86-CP-27-232). This action sought to confirm Harold owned complete fee-simple interest in the entirety of Roseland, including the disputed duck ponds and the Weldon Roseland Homesite. Various parties testified as to the validity of title of Harold, **including his brother, Weldon**. During the trial, Weldon testified at the trial on December 23, 1986, under oath on four (4) separate occasions that Harold owned Roseland and that

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1 Given this final adjudication of the monies not paid on the initial purchase, the testimony of Weldon as to this issue is

he had no ownership interest or claim to same whatsoever. (Exhibit 53) Said testimony is as follows:

> "Question: You and your brother, Harold, purchased this land from Ed Huguenin, is that correct?
> Answer: Yes, sir.
> Question: You have sold your interest out now to your brother, haven't you?
> Answer: **That's right**." (Exhibit 53, P. 72, Lines 1 – 6)
>
> * * *
>
> "Question: Who had possession of that duck pond since 1974?
> Answer: We did.
> Question: After you sold your interest out, who had possession of it?
> Answer: **Harold**." (Ex. 53, P. 73, Lines 1 – 7)
>
> * * *
>
> "Question, Weldon: Has anyone that you know of, every made a claim on these three tracts of land, after y'all bought them?
> Answer: No.
> Question: Nobody has ever –
> Answer: No.
> Question: Did y'all have peaceful ownership?
> Answer: Yes.
> Question: Until you let your brother have your land?
> Answer: Yes.
> **Question: How long, if you recall, how long was it after you bought these three tracts did you transfer your interest to your brother?**
> **Answer: I can't recall the date –**
> **Special Judge: Was it several days later or shortly thereafter?**
> **Answer: Several years later. But I can't remember the exact date."** (Ex. 53, P. 81, Lines 5 – 23)
>
> * * *
>
> **Special Judge: Mr. Wall, I take it that you have no interest left in this property**
> **The Witness: No, I don't.**

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moot.

Special Judge: You have sold your interest or transferred your interest to your brother?
The Witness: Yes." (Ex. 53, P. 83, Lines 1 – 8)

As discussed below, this December 23, 1986 testimony under oath is 100% inconsistent with the claims now asserted by Weldon in his pleadings that he somehow owned then and today a one-half (1/2) interest in Roseland and all of the 10-acre Weldon Roseland Homesite.

20. On January 30, 1987, Carl Hendricks, a Special Judge, issued an Order confirming Harold held fee simple title to all of Roseland. He made a specific finding of fact on Paragraph 1, Page 4 of his Order that Weldon conveyed his interest in the property to his brother, Harold. (Ex. 53(A). On Page 11, Paragraph 5, the Special Judge found Weldon owned fee simple title to all of Roseland. Approximately a week after Carl Hendricks' Order, Gary Brown filed a motion to re-open the record because the Defendant, Huguenin, was now asserting it held an option from Weldon on all of Roseland, which would significantly impact the proposed sale. (Exhibit 53(B)[2] In a supplemental Referee's Report, dated July 3, 1987, he further found that the option agreement was unenforceable. (Exhibit 55)

21. On September 16, 1998, Judge Fields affirmed said findings of the Special Referee. (Ex. 56) Tom Johnson and defense counsel thereafter appealed the decision to the Court of Appeals. The Court of Appeals affirmed the lower court's ruling that the option was unenforceable. Of specific interest is that the Court of Appeals in footnote 2 again confirmed that Weldon and J.W. had

2 It was also subsequently determined that the case had not been referred with finality to Carl Hendricks, thus he re-issued his original October 30, 1987 Order as a Report of Special Referee (Ex. 54), making the same findings of fact and conclusions of law as to fee simple ownership in Harold and the conveyance of all interest of the property by Weldon.

conveyed their interest in Roseland to Wall. *Wall v. Huguenin*, 301 S.C. 94, 390 S.E.2d 372 (S.C.App. 1940 – Ex. 57)

The Huguenin family appealed this decision to the South Carolina Supreme Court, which issued its opinion in *Wall v. Huguenin*, 305 S.C. 100, 406 S.E.2d 347 (1991) (Exhibit 58) The Supreme Court reversed the Court of Appeals and held that the option was still valid and enforceable. In footnote 1 it specifically found that "Weldon Wall's interest in the land had passed to his brother, Harold."

22. Thus, pursuant to the 1986 QTA, this Court is presented with the direct and extensive testimony of Weldon during that trial, the findings and conclusions of the Special Referee, the Orders of the Circuit Court Judge, the Court of Appeals, and the South Carolina Supreme Court, all of which specifically found that Weldon no longer held an interest in Roseland, including the Weldon Roseland Homesite. Inexplicably, Weldon, some 34 years later, is now attempting to assert ownership in Roseland, something that was clearly resolved decades and decades ago.

23. After the Supreme Court decision, this case was remanded back to Judge Kemmerlin to resolve certain appraisal issues (May 10, 1994 Kemmerlin Order – Exhibit 59). The Huguenin family exercised its option to purchase three (3) parcels of Roseland on April 18, 1995 in exchange for $423,000. (Exhibits 21, 22) Harold used said funds to pay off debt on Roseland and various other parcels, including the original $135,000 mortgage to the Federal Land Bank made on July 25, 1973. (Exhibits 40 and 48) Although Weldon and J.W. were well aware of this significant sale, they asserted no objections or claims to the sales proceeds, just as they took no action in relation to the proposed $1,500,000 prior sale.

24. Finally, not only did Harold solely litigate the 1986 quiet title action and subsequent appeals, he paid all of the attorney fees associated with same. (Exhibit 88).

4. 1970s Timber Sale

25. Sometime in the late 1970s Harold sold approximately $150,000 of timber from Roseland. Neither J.W. or Weldon raised any objections or asserted any claim to the timber proceeds.

5. $535,000 Timber Sale in March 1992

26. Harold sold $535,000 of timber from Roseland and other parcels he owned in 1992. (Exhibit 39). This sale was to Wyman Wall, the son of J.W., and was well known by Weldon and J.W. As is the case with all other Roseland financial transactions, neither Weldon or J.W. ever raised any objections or asserted any claim to the timber proceeds.

6. Second Sale to Huguenin in 1995 - $423,000

27. The fourth direct sale of land or timber from Roseland took place in 1995 of 211 acres for $423,000 to David Huguenin. This was a result of the exercise of the option, as discussed above (Exs. 21, 22). Again, there were no objections from Weldon or J.W.

7. Third Sale Huguenin in 2000 - $400,000

28. The last transaction in the Roseland chain of title took place on February 1, 2000 when Harold conveyed to Dave Huguenin two (2) parcels of Roseland in exchange for $400,000

(Exhibits 23, 24). Again, just like the 1984 ten (10) acre cemetery sale, the $1.5 million proposed sale, the $150,000 timber sale, the $535,000 timber sale, and the 1995 $423,000 sale, Weldon and J.W. were well aware of this transaction and took no action to dispute or contest same or seek the proceeds from said sale.

8. 1994 Chapter 7 No Asset Bankruptcy Filing – Weldon Wall

29. In addition to the failure of Weldon to assert any claims to Roseland or the 10-acre Weldon Roseland Homesite for over thirty-four (34) years, his express testimony in the December 23, 1986 Trial involving a Quiet Title action and option dispute involving Roseland, not raising any claim during five (5) sales of land or timber, his failure to pay any taxes, mortgage payments or other obligations on Roseland, his 1994 Chapter 7 Bankruptcy filing is very strong evidence he holds no interest in any property in Roseland.

30. On June 3, 1994, Weldon and his wife, Ronni C. Wall, filed a no asset Chapter 7 Bankruptcy. (Exhibits 63, 64) While the actual petitions and Orders are not available due to the age of this bankruptcy, Weldon testified that he did not include either his claimed one-half (1/2) interest in Roseland or his claimed 10-acre Roseland Weldon Homesite as assets in the petitions and schedules he filed under oath in this liquidation bankruptcy. He received an Order Discharging Debtor on October 17, 1994 (Ex. 63, Docket #21). None of the creditors were able to assert claims against these valuable real estate parcels he asserts in this case he has owned since 1972. It is difficult to imagine a more compelling factual scenario to apply the doctrine of unclean hands, the

equitable principal of "he who seeks equity must do equity", Collateral Estoppel and Judicial Estoppel as to the positions asserted by Weldon in this litigation.

9. 2014 Adverse Possession Claim Filed by Weldon Wall

31. On October 2, 2014, Weldon filed an adverse possession claim as to the 10-acre Weldon Roseland Homesite against Harold Wall (C.A. 2014-CP-27-4019) (Exhibit 60). This Complaint is relevant for at least three (3) reasons. First, it is filed some forty-one (41) years after Weldon asserts he had an agreement with Harold to receive the 10-acre homesite, and some twenty (20) years after he filed a Chapter 7 Bankruptcy where he never disclosed his interest in said Weldon Roseland Homesite. Second, there is absolutely no claim asserted as to the one-half (1/2) interest in Roseland, which he now asserts has been in existence since 1977. Finally, he dismissed the action without prosecuting same, waiting another three (3) years to file the instant case. (Exhibit 62)

10. Other Factors Consistent with Harold's Fee Simple Ownership of Roseland

32. In addition to the above, Harold has exercised complete and sole control over Roseland for decades. It is undisputed that Harold has solely been responsible for all real estate taxes on Roseland **and** the 10-acre Weldon Homesite from 1972 to the present. Proof of payment of a large number of these tax bills are compiled as Exhibit 87. As reflected on Plaintiff Ex. D, Harold also sold timber off of Roseland at least nine (9) times since February 9, 2010, without any objection from Weldon. In addition, he has farmed the property, dug ditches, placed and repaired one or more wells (Defendant Ex. B), put in fire breaks, cleared land, operated a long-running, pine straw business, leased same out to farmers, rented billboard sites, and conducted many, many other activities consistent with fee simple ownership.

D. WELDON'S TITLE CLAIM TO ONE-HALF OF ROSELAND

36. Weldon's second cause of action seeking a determination he owns a one-half interest in Roseland and is entitled to a portion of same was dismissed by the Court at the end of the Plaintiff's case. This claim is based entirely on some type of oral agreement between J.W. and Weldon made in 1977 when Weldon conveyed his one-half interest in Roseland to Weldon. The basis of the Court's decision to dismiss said claim is as follows:

a. Weldon's Own Testimony

At trial, Weldon repeatedly testified he claimed no interest of any kind in Roseland, other than to the ten (10) acre Weldon Roseland Homesite.

b. No Agreement with Harold

There is no credible testimony Harold, the record title holder to Roseland, was a party any agreement to transfer title to Roseland back to J.W. or more importantly , to Weldon. Weldon himself only testified as to his dealings with J.W. as to the April 12, 1977 transfer (Ex. 12). I find Weldon received $143,372.96 from J.W. for one-half of Roseland (Ex. 12). At best, Weldon's testimony as to his April 12, 1977 conveyance of his one-half (1/2) interest in Roseland (Ex. 12) to J.W. was that there was some type of understanding between J.W. and Weldon that if Weldon's financial condition improved and the repaid any monies advanced by J.W. towards Roseland, they would own the property together. Weldon testified J.W. was not holding the property to him in trust. No claim has been asserted by Weldon against J.W. Thus, even if the agreement between J.W. and Weldon was made, it is not enforceable in this action against Harold by Weldon.

c. Statute of Frauds Bars Claim

I also find said claim to be barred by the Statute of Frauds. It is well established in South Carolina that any contract for the sale of lands or any interest in or concerning them must be in writing and signed by the party against whom it is seeking to be enforced. S.C. Code Ann. § 32-3-10(4). Failure to put such a contract in writing renders it void. S.C. Code Ann. § 27-35-20. Furthermore, once in writing, the contract cannot be orally modified. *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 894 (1989). While the form of writing required is not material, it is well settled that a writing must exist which establishes the essential terms of the contract without resorting to parole evidence. *Cash v. Maddox*, 265 S.C. 480, 484, 220 S.E.2d 121, 122 (1975). Specifically, the writing must reasonably identify the subject matter of the contract, sufficiently indicate that a contract has been made between the parties, and state with reasonably certainty the essential terms of the agreement. *Player* at 107, 382 S.E.2d at 895. When dealing with the transfer of lands or any interest in the lands, one of the essential terms of a contract is the identification of the land, which must be described in writing so as to indicate with reasonable certainty what is to be conveyed. *Cash* at 484, 220 S.E.2d at 122.

This 1973 oral agreement or understanding with J.W. is not in writing. This "agreement" clearly directly involves real estate and is thus invalid and unenforceable under the Statute of Frauds.

d. Statute of Limitations

I also find and conclude Weldon's claim is barred by the applicable statute of limitations. A plaintiff cannot maintain an action for the recovery of real property or for the recovery of the possession of real property unless it appears that the plaintiff, his ancestor, predecessor, or grantor,

possessed the premises in question within ten (10) years before the commencement of the action. S.C. Code Ann. § 51-3-340. Furthermore, a party cannot bring an action forty (40) years after the fact. S.C. Code Ann. § 15-3-380; *Robinson v. Estate of Harris*, 391 S.C. 114, 119, 705 S.E.2d 41, 43-44 (2011).

Both the ten (10) year and forty (40) year statutes serve as an absolute bar to Weldon's claims. Weldon's Roseland claim is based on an oral agreement or understanding with J.W. made in 1997 (43 years ago). Title has been 100% vested in Harold since May 1, 1984 (Ex. 18) – over thirty-four (34) years ago. It is simply too late to assert said claims.

e. Laches and Waiver

I also find and conclude Weldon's claims are barred by laches and waiver. The equitable doctrine of laches is defined as "neglect for an unreasonable and unexplained length of time, under circumstances affording opportunity for diligence, to do what should have been done." *Hallums v. Hallums*, 296 S.C. 195, 198, 371 S.E.2d 525, 527 (1988). Under this doctrine, if a party, knowing his rights, does not seasonably assert them, but by unreasonable delay causes his incur expenses or enter into obligations or otherwise detrimentally change is position, then equity will ordinarily refuse to enforce those rights. *Robinson v. Estate of Harris*, 388 S.C. 616, 627, 698 S.E.2d 214, 220 (2010). Specifically, a party seeking to establish laches must show: (1) a delay, (2) that was unreasonable under the circumstances, and (3) prejudice. *Id.*

A waiver is a voluntary and intentional abandonment or relinquishment of a known right. *Eason v. Eason*, 384 S.C. 473, 480, 782 S.E.2d 804, 807 (2009). A party effectively waives its rights when it knew of the right and knew that right was being abandoned. *Sanford v. South Carolina State*

Ethics Com'n, 385 S.C. 483, 496-97, 685 S.E.2d 600, 607 (2009). The determination of whether a party's actions constitute waiver is a question of fact. *Id.*

I find and conclude that both laches and waiver apply. Facts relevant to this defense include:

1. Delay of over 40 years in asserting claims without any prior assertion of rights.
2. Not only not objecting in 1986 QTA/Option litigation when Harold was trying to sell all of Roseland for $1.5 million, but supporting Harold's ownership claim by testifying repeatedly he did not own or claim same.
3. Not objecting or asserting any claim on the following sales of land or timber from Roseland:
   a. 1984 sale of 10-acre Huguenin family cemetery
   b. 1970's sale of timber for $150,000
   c. 1992 $535,000 sale of timber to Wyman Wall (Ex. 39)
   d. 1995 $423,000 sale of 241 acres to David Huguenin (Exs. 21, 22)
   e. 2000 $400,000 sale of 40.59 acres to David Huguenin (Exs. 23, 24)
   f. Nine (9) separate sales of timber since February 9, 2010 (Ex. Plaintiff – D)
4. Deliberately not titling real estate he "owned" in his name in an effort to hide said valuable assets from legitimate creditors.

This case is similar to the thirty-nine (39) year delay in ***Robinson***. The Court held such an extremely long delay would certainly prejudice the ability of the record owner to

challenge said position. Said claim was barred by laches. Harold is in the identical position of trying to defend claims originating in 1977.

f. Equitable Principles

I also find and conclude Weldon's claims are also barred by the following equitable principles.

(1) Doctrine of Unclean Hands

The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in matter that is the subject of the litigation to the prejudice of the defending party. *Arnold v. City of Spartanburg*, 201 S.C. 523, 23 S.E.2d 735, 738 (1943). Specifically, this doctrine applies when the moving party's conduct has immediate and necessary relation to the equity that he seeks. *Keystone Driller Co. v. General Excavator Co.*, 290 U.S. 240, 245 (1933).

(2) Equity Aids the Vigilant, Not Those Who Sleep on Their Rights

The equitable maxim that "equity aids the vigilant, not those who slumber on their rights" follows the equitable defense of laches. *Eldridge v. Eldridge*, 398 S.C. 113, 121, 728 S.E.2d 24, 28 (2012). This principal was applied by the South Carolina Supreme Court in *Hemingway v. Mention*, 228 S.C. 211, 89 S.E.2d 369 (1995), when the Court denied plaintiff's claims regarding title to the subject property because the plaintiff waiver thirty-five (35) years to assert his claims and thus violated this equitable maxim. *Id.*

(3) He Who Seeks Equity Must Do Equity

It is well established throughout South Carolina case law that he who seeks equity must do equity. *Burch v. Burch,* 395 S.C. 318, 331, 717 S.E.2d 757, 764 (S.C. 2011); *Whetstone v.*

Whetstone, 309 S.C. 227, 233, 420 S.E.2d 877, 880 (Ct. App. 1992). This principle applies to any party that affirmatively seeks equitable relief. *Regions Bank v. Wingard Properties, Inc.*, 394 S.C. 241, 259, 715 S.E.3d 348, 357-58 (Ct. App. 2011). Plaintiffs who come to the Court invoking the aid of equity must do equity in order for justice to be done between the parties. *Id.*

Similar to the application of the above waiver and laches, the actions (and inactions) of Weldon over the last forty-five (45) years (1972 – 2017) pose an absolute bar to Weldon's claims under the facts in this case. After forty-five(45) years of making numerous affirmations under oath, filing a no-asset bankruptcy with no listing of these assets, and sitting back while he was well aware of major, significant Roseland financial transactions, he cannot now be allowed to completely change his position in 2017 and seek to reap the rewards of many, many years of patient and prudent stewardship by Harold. His efforts in hiding and secreting these assets from lawful creditors will not come to successful conclusion through the aid of this Court.

g. Collateral Estoppel

I find that Weldon's claims to any portion of Roseland are also barred by the doctrine of collateral estoppel. Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same. *Judy v. Judy,* 393 S.C. 1, 7, 677 S.E.2d 213, 217 (Ct.App. 2009). To successfully assert collateral estoppel, the moving party must demonstrate that the issue in the present lawsuit was: (1) actually litigation in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment. *Carolina Renewal, Inc. v. South Carolina Dept. of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct.App. 2009). While the

traditional use of collateral estoppel required mutuality of parties to bar re-litigation, modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issues. *Snavely v. AMISUB of South Carolina, Inc.*, 379 S.C. 386, 398, 665 S.E.2d 222, 228 (Ct.App. 2008). Thus, the primary concern of our courts in applying collateral estoppel is not whether the parties satisfy the mutuality requirement, but whether a potentially precluded party had a full and fair opportunity to litigate the issues in a prior action. *Id.* It is the practice of South Carolina courts that the doctrine of collateral estoppel should not be rigidly or mechanically applied. *Carolina Renewal, Inc.*, at 555, 684 S.E.2d 779.

Collateral estoppel is applicable in at least two (2) ways in this case. First, the issue of fee simple ownership of all of Roseland (including the 10-acre Weldon Roseland Homesite) was conclusively determined by the Court in the 1986 Harold Wall v. Huguenin QTA and Option litigation (Exs. 53 – 59). The Court in that case relied on direct testimony of Weldon that he neither claimed nor held an interest in any part of Roseland. The Court ultimately held Harold held fee simple title, subject only to the option of the Huguenin family.

I find that collateral estoppel is also applicable in relation to the no-asset Chapter 7 Bankruptcy of Weldon in 1994. That Court in essence issued a finding Weldon had no assets – including any claim to Roseland – based entirely on the information provided by Weldon. He should be bound by said judicial determination under the doctrine of collateral estoppel.

h. Judicial Estoppel

I also find that Weldon's claim to any part of Roseland is barred by judicial estoppel. Judicial estoppel is an equitable concept that prevents a litigant from asserting a position inconsistent with, or in conflict with, one the litigant has previously asserted in the same or related proceeding. *Cothran v. Brown*, 357 S.C. 210, 215, 592 S.E.2d 629, 631 (2004). For this doctrine to apply, five elements must be satisfied: (1) two inconsistent positions taken by the same party; (2) the positions are taken in the same or related proceedings involving the same party; (3) the party taking the positions must have been successful in maintaining that position and received some benefit; (4) the inconsistent must be party of an intentional effort to mislead the court; and (5) the two positions must be totally inconsistent. *Auto-Owners Ins. Co. v. Rhodes*, 405 S.C. 584, 748 S.E.2d 781 (2013). The application of judicial estoppel must be determined on a case-by-case basis. *Cothran* at 216, 592 S.E.2d at 632.

As with collateral estoppel, the 1986 QTA (Exs. 53 – 59) and the 1994 Weldon Bankruptcy (Exs. 63, 64) clearly prevent the current claims by Weldon to ownership of any portion of Roseland or the Weldon Roseland Homesite under Judicial Estoppel.

E. WELDON'S CLAIM FOR ACCOUNTING – FINANCIAL TRANSACTIONS

35. As this Court finds and concludes Weldon has no legal or equitable claim to Roseland, his third cause of action for an accounting of his share of the monies generated from this property is denied and dismissed.

F. WELDON'S CLAIM TO TEN (10) ACRE WELDON ROSELAND HOMESITE

For the reasons discussed below, this Court denies Weldon's claim to the ten (10) acre Weldon Roseland Homesite based upon an oral agreement or understanding, as well as based on adverse possession.

I. Oral Agreement

This Court finds any 1972 oral agreement or understanding between Harold and Weldon as to this property to be unenforceable. For the same reasons discussed above as to Weldon's claim to one-half (1/2) of Roseland based on an oral agreement or understanding with J.W., such an oral agreement is barred by the Statute of Frauds, the ten (10) and forty (40) year statute of limitations, waiver, laches, the three (3) equitable principles discussed above, collateral estoppel and judicial estoppel.

II. Adverse Possession

To claim title by adverse possession to the ten (10) acre Weldon Roseland Homesite, Weldon must prove by **clear and convincing** evidence his possession of said property was continuous, hostile, actual, open, notorious, and exclusive for the statutory period of ten (10) years. S.C. Code Ann. § 15-67-210; *Taylor v. Heirs of William Taylor*, 419 S.C. 639, 650-51, 799 S.E.2d 919, 924-25 (Ct. App. 2017), reh'g denied (June 14, 2017). As a general rule, possession is presumed to follow the legal title to land. *Butler v. Lindsey*, 293 S.C. 466, 470, 361 S.E.2d 621, 623 (1987); *Knight v. Hilton*, 224 S.C. 452, 456, 79 S.E.2d 871, 873 (1954) (there is every presumption that mere possession of land is in subordination to the legal title). To invoke adverse possession, the moving

party's possession of the property cannot be permissive. *Davis v. Monteith*, 298 S.C. 176, 180, 345 S.E.2d 724, 726 (1986). It is the finding of the Court that numerous elements are not met by Weldon.

1. Continuous

For possession to be continuous, a party claiming adverse possession must have personally held the property for ten years. *Taylor* at 651, 799 S.E.2d at 925. Continuity of possession does not mean the person in possession must be actually on the land during the whole of the statutory period. *Id.* However, occasional and temporary use or occupation does not constitute adverse possession. *Id.* The moment possession is broken, the possession ceases to be effectual and the law immediately restores the possession of the owner. *Mullis v. Winchester*, 237 S.C. 487, 496, 118 S.E.2d 61, 65 (1961).

There was conflicting testimony from at least five (5) witnesses (Weldon, Harold, Weldon Wall, Jr. a/k/a "Dondi", and his wife, Teresa Wall) as to use and occupation of this property by Weldon. After Weldon built a home on the subject property somewhere around 1973, he only resided there with his wife and children about five (5) or six (6) years when he went through a divorce and moved to Hilton Head around 1978 – 1979. His first wife, Sharon, and his children lived in the house for a few years and then the house was allegedly rented to others, including Danny Henderson (several years)), Judge Luke Brown (15+ years), and to his son, Dondi Wall (3 – 4 years).

I find credible the testimony of Harold that no one has occupied the property for the last 10 years. His testimony is further supported by the various photographs of the property showing

vegetation growing on the roof, trees growing in the yard and a run-down, dilapidated residence that is in essence a "tear-down" condition. I do not find credible the testimony of Dondi and Teresa Wall that in the last three or four years they regularly stayed in the property, used same, kept items in the refrigerator, cut the grass, made well repairs (See: Defendant Ex. B – Harold's payment well repair 3/4/04 $964.95), etc.

I do not find clear and convincing evidence of the satisfaction of the required elements for any consecutive ten(10) year period by Weldon. As discussed below, the use and possession by parties other than Weldon and his wife I find were with the permission and consent of Harold. Thus, the possession of all other individuals does not count to meet this element.

2. <u>Hostile</u>

To prove the possession was hostile, the adverse claimant is required to show that his possession was without the consent of the title owner. *Taylor* at 652, 799 S.E.2d at 925. When an entire tract of land is at issue, the claimant is not required to show a conscious intent to dispossess the true owner. *Id.* However, the claimant must still demonstrate that he occupied the property without the title owner's consent even if he occupied the property under the mistaken belief that the property belonged to him. *Id.* If a claimant used the property with the knowledge and tacit permission of the owner, then his use is not hostile, and his possession is not adverse. *Davis* at 180, 345 S.E.2d at 726. Following the granting of permission, a claimant's use of the property is not hostile until he either surrenders the possession or gives notice of an adverse possession to the landowner. *Frady v. Ivester*, 118 S.C. 195, 110 S.E. 135, 138 (1921).

In addition, as determined by the Court in *Knight v. Hilton*, 224 S.C. 452, 456, 79 S.E.2d 871, 873 (1954), the following special rule applies when a family member claims adverse possession against another family member:

> "In determining what amounts to hostility, the relation which the party claiming adverse possession occupies with reference to the owner is important. 1 Am.Jur., page 873. As a general rule, the law presumes that the exclusive possession of land by one who is a stranger to the holder of the legal title is adverse. But the family or other relation may be such as not to create such presumption. 2 C.J.S., Adverse Possession, § 216(b). In *Whitaker v. Jeffcoat*, 128 S.C. 404, 122 S.E. 495, 496, Mr. Justice Cothran stated that where one seeks to acquire title by adverse possession against his brothers and sisters, such a claim should not be sustained 'except upon a clear preponderance of the evidence." (emphasis added)

I find that Weldon has failed to prove this element by clear and convincing evidence. There was credible testimony of Harold that he granted permission for Danny Henderson, Judge Luke Brown and Dondi Wall to live on the property. There was testimony from Weldon and Dondi Wall various parties paid rent to Weldon or his former wife, Sharon. However, inexplicably not a single rent check, lease, or any other document was presented to support this testimony. Dondi and Teresa Wall's testimony as to paying for extensive repairs to a well on the property also lacked any documentation. In fact, Harold produced a repair bill for the same well – which he paid. (Ex. Defendant B) Weldon and Harold are brothers, and by all accounts they, and all members of the extended Wall family were very close during all relevant time periods. It is clear all family members had free use of Roseland and the adjoining "family" parcel called Fickling for many uses, including hunting, gathering firewood, and other recreational activities. The evidence presented by Weldon on this issue leaves considerable doubt with the Court.

Further, Dondi and his wife, Teresa, both testified they were occupying the property based upon an oral agreement with Harold to convey or give them the property. Possession under these circumstances cannot satisfy this element on behalf of Weldon, as Dondi and Teresa Wall's use and possession was not through Weldon but based on their own alleged oral agreement with Harold[3]. It is undisputed Weldon has not occupied or possessed the property since 1978 – 1979 – over forty (40) years ago. Weldon has failed to meet this element.

3. Open & Notorious

While the legal owner need not have actual knowledge the claimant is claiming property adversely, the hostile possession should be so notorious that the legal owner by ordinary diligence should have known of it. *Jones v. Leagan*, 384 S.C. 1, 13-14, 681 S.E.2d 6, 13 (Ct.App. 2009). Specifically, acts of ownership of open land must be exercised in a way consistent with the use to which the land may be put and which the situation of the property permits and does not require actual residency or occupancy. *Butler* at 471, 361 S.E.2d at 623. As stated above, I find that Harold actually granted permission for various individuals to use and possess the property, store furniture on same, make repairs to same and paid the taxes. Weldon has failed to show by clear and convincing credible testimony his use was open or notorious.

III. Adverse Possession Claim Barred by Laches, Equitable Defenses, Collateral Estoppel and Judicial Estoppel

3 I do not find credible such an oral agreement was made by Harold.

Even if Weldon has shown by clear and convincing evidence that he has met all required elements for an adverse possession claim for the Weldon Roseland Homesite, as an alternate finding and conclusion , it is my decision that Weldon is not entitled to said relief.

For the same reasons discussed above, I find and conclude said claim is barred by laches, waiver, the doctrine of "unclean hands", the doctrine "equity aids the vigilant, not those who sleep on their rights," the doctrine "he who seeks equity, must do equity," collateral estoppel and judicial estoppel. While many factors support this conclusion, the unequivocal testimony of Weldon in the 1986 QTA (Exs. 53 – 59) and his 1994 Chapter 7 "No-Asset" Bankruptcy (Exs. 63, 64) stand out as most compelling. At both of these times, Weldon arguably held title by adverse possession to the Weldon Roseland Homesite, yet completely disavowed any interest in same under oath. Of equal importance is that this Court cannot allow Weldon's efforts for decades to hide or secrete his ownership claim to this property to be successful, depriving legitimate creditors of payment.

G. HAROLD'S COUNTERCLAIMS

1. Harold's First Counterclaim - $79,000 Loan to Weldon

31. Sometime around 1995, Weldon commenced construction on a new homesite on a parcel held in the Wall family for some time to the west of Roseland, called the Fickling Tract. (Google photo – Exhibit 0, "Weldon Wall house"). Weldon was still experiencing financial difficulties (Ex. 95), even though he was recently discharged from his 1994 Chapter 7 "no-asset" Bankruptcy. (Exs. 63, 64) To finance his new house, he requested and obtained a series of loans totaling $79,000 from Harold. A summary of said checks and the checks themselves are attached as

Exhibits 65 and 66. Based on testimony from Harold, the money was to be re-paid when Weldon could repay, with interest accruing at 5%. While there was testimony from Harold and Weldon that one or more notes were signed to evidence this loan, said documents cannot be located and no mortgage was recorded. Not only did Weldon testify he signed a note for this loan but confirmed that at least around $42,000 - $43,000 was borrowed by him from his brother. This Court finds and concludes the loan amount was actually $79,000, based on the existence of the actual checks from Harold to Weldon (Ex. 66). I also find Harold's testimony as to the loan amount interest and repayment terms more credible.

32. In March 2005, Weldon requested that Harold and J.W., his two brothers who held record title to the adjoining family tract known as the Fickling Tract, convey or give to Weldon's daughter, Kendall Malphrus, a one (1) acre parcel on the water alongside Weldon's new home. Initially, Harold refused, wanting to keep the Fickling Tract in the direct family. Eventually Harold consented on the condition that Weldon reconfirm his obligation to repay the $79,000 with the signing of a new note and mortgage. While this Court finds a new note and mortgage was again signed, and promises were made to pay thereafter by Weldon to Harold, said documents also cannot be located. This Court finds that Harold has failed to timely pursue this debt and the same shall be satisfied and the note and mortgage, if located, shall be marked "satisfied".

2. Harold's Second Counterclaim – September 17, 2014 Settlement Agreement – 10 Acre Property Swap

34. Harold seeks to have the Court enforce a September 17, 2014 document signed by Weldon, Harold and J.W. to resolve Weldon's claim to have the 10-acre Weldon Roseland

Homesite. (Exs. 71, 72). There was considerable testimony from JW, Weldon and Harold as to the intent of the parties as to the specific properties subject to this document and whether Weldon actually agreed to same. This Court finds that any such agreement evidenced by this document is not enforceable since it is impossible for this Court to specifically identify the properties referenced in the document. This Court also finds there is insufficient evidence as to whether the document was intended to bind all of the parties to the settlement, as asserted by Harold. This claim is thus denied.

H. Division of Costs

After the conclusion of the trial, defense counsel provided to the Court documentation of the out-of-pocket expenses for the four (4) sets of Exhibit Notebooks and three (3) oversized exhibits his office prepared and which was used extensively by the Court and all parties at trial. The preparation of these prepared exhibits greatly aided the Court in its review of the evidence and substantially shortened the length of trial. I find that the parties should split this cost of $1,026.83 [$273.36 (notebooks) + $153.47 (mounted exhibits) + $636.00 (copies)] equally. Plaintiff is ordered to reimburse the Defendant $513.41 within fourteen (14) days of this Order.

Based upon the above Findings of Fact and Conclusion of Law, I rule as follows:

1. Plaintiff's claim to the 10-acre Weldon Roseland Homesite is denied based on an oral agreement and adverse possession.

2. Plaintiff's claim to a one-half (1/2) interest in Roseland and partition is denied. As a result of this conclusion, Plaintiff's claims for an accounting are also denied.

3. I find and conclude that the Defendant, Harold H. Wall, Sr., holds valid, fee simple title to Roseland, including the ten (10) acre Weldon Roseland Homesite.

4. Defendant's First Counterclaim is denied, and the debt and mortgage shall be deemed satisfied.

5. Defendant's Second Counterclaim for specific performance of the September 13, 2014 agreement is denied.

6. That the Plaintiff shall reimburse the Defendant $513.41, representing one-half of the costs of compiling the voluminous trial notebooks and exhibits used by the Court and all parties, within fourteen (14) days of this Order.

AND IT IS SO ORDERED.

Marvin H. Dukes, III, Master-In-Equity

_____ _____, 2019
Beaufort, South Carolina

EXHIBIT 1

ROSELAND PROPERTY DESCRIPTION

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, Coosawhatchie Township, containing **193.60 acres**, more or less, and being bound and described as follows: on the North by lands N/F of J. W. Wall, Sr., waters of Bees Creek, waters of Broad River and lands, now or formerly, of Huguenin; on the East by waters of Bees Creek, waters of Broad River and lands, now or formerly, of Huguenin; and on the South by lands, now or formerly, of Huguenin; and on the West by S.C. Highway 462. See PB 12/84

ALSO: All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, Coosawhatchie Township, containing **530.16 acres**, more or less,

and being bound and described as follows: On the North by a tract of land containing
193.60 acres, more or less, owned, now or formerly, by Huguenin; on the East by waters of Broad River and 112.61 acres, more or less, owned N/F by Huguenin; on the South by
S.C. Highway 19 and lands N/F of Stella Cooler, and on the West by lands N/F of Stella Cooler and S.C. Highway 462. See PB 12/85

ALSO: All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, Coosawhatchie Township, containing **101.61 acres**, more or less, (save and excepting therefrom two acres on which the dwelling house in which Edward
P. Huguenin, Jr. resided and is owned N/F by Mrs. Harold Keyserling) being bound on the North and East by marshes of Broad River; on the South by S.C. Highway 19; and on the West by lands N/F of Harold H. Wall and Weldon E. Wall.

Derivation: DB 64/461, 68/462, 73/338 and DB 87/107

TMS # 194-00-06-013; 086-00-04-002

Save and Except the following out conveyances:

1. DB 56/57- 2 acres to R. Thayer Rivers
2. DB 70/431- 10 acres to Harold H. Wall
3. DB 87/11- 10 acres to David P. Huguenin,as Trustee
4. DB 145/7- 241 acres to David L. Huguenin
5. DB 213/219- 40.59 acres to David L. Huguenin
6.

EXHIBIT 4(A)

Legal Description "Weldon Roseland Homesite"

All that certain piece, parcel and lot of land located in Jasper County containing ten(10) acres, more or less, as depicted on that certain survey captioned "Plat of 10 acres on Bees Creek, a portion of the Huguenin Tract, located 4.0 miles northeast of Ridgeland, Jasper County, South Carolina", dated February 7, 1972, and prepared by Harold R Johnson(RLS No 2072) and recorded at the Jasper County Register of Deeds at Plat Book 12 at Page 382.

As there are two similar 10 acre parcels of land shown on the above survey, the subject 10 acre parcel is to the West of the nearby 10 acre parcel, immediately to the North of the designation " 122.28 Acres", and contains no metes or bounds on the western, eastern and southern borders. The 10 acres intended to be described above is also circled on the copy of the survey attached as Exhibit 4(A)-1.

Beaufort Common Pleas

Case Caption: Weldon E Wall Sr. VS Harold H Wall Sr.

Case Number: 2018CP0702163

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069