

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF PICKENS )  
 )  
Kenneth F. Brown and Renee )  
B. Brown, )  
 )  
Plaintiff, )  
 )  
VS )  
 )  
Teresa Lynn Waldrop, et al. )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

**RECEIVED**  
**Aug 09 2021**  
**SC Court of Appeals**

**ORDER OF JUDGMENT**

2017-CP-39-01536

This matter came before me on May 26, 2021 for the final hearing pursuant to a Summons and Complaint duly filed and served by plaintiff. The case was referred at the request of the parties. This action was initiated on December 20, 2017 seeking the following relief:

- (1) Temporary and permanent injunction;
- (2) Declaratory judgment that plaintiff's real property has a right of ingress and egress across defendant Waldrop's 6.29 acre tract of real property; and
- (3) Damages for slander of title.

The plaintiffs were presented and represented by Ronald S. Clement of the Greenville County Bar. The defendant appeared represented by John-Paul Baum, also of the Greenville County Bar.

This hearing was held solely to address the issue of slander of title. The declaratory judgment and injunction causes of action were resolved by Order for Summary Judgment filed June 21, 2019. Pursuant to that Order, the cause of action for slander of title and resulting damages was preserved for this proceeding.

### **Factual Background**

The plaintiffs Kenneth F. Brown and Renee B. Brown (the “Browns”) purchased two separate real estate parcels in Pickens County totaling approximately 87 acres in 2004 and 2005. The two parcels adjoined and comprised the “Brown property” depicted on the Pioneer Surveying survey dated July 3, 2017 and recorded in the Register of Deeds for Pickens County on August 8, 2017 in Plat Book 605 at Page 327 (hereafter referred to simply as “Pioneer survey”). The Browns resided in a single family residence located on the Brown property from 2004 until 2017.

On September 1, 2017, the Browns sold a majority of the property at a public auction. The Browns retained approximately 3.94 acres designated as Lot 2 on the above noted survey. The Browns moved from the subject property in October 2017.

The defendant Teresa Lynn Waldrop (“Waldrop”) owns approximately 6.29 acres of real property adjoining a portion of the Browns’ property. At the time and location of the above auction, Ms. Waldrop appeared at the auction site and announced to the auctioneer, Darron Meares, that there was no legal access to the Brown property and that the front portion of the access road (designated on the Pioneer survey as Catalpa Tree Road) illegally traverses exclusively on the Waldrop property. She announced that the use of the road was trespass by the Browns and any subsequent purchasers. Mr. Meares referred Ms. Waldrop to the plat of Pioneer survey; however, she persisted in her objection and when the auction commenced she continued to declare openly to those attending the auction that the properties for sale at the auction did not have access and that no right of way or easement existed across her 6.29 acre tract. Mr. Meares testified that Ms. Waldrop’s declarations had a chilling effect on the auction and he instructed his broker in charge to attempt to remove Ms. Waldrop from the auction after providing her an explanation of the status of the easement/access of the subject property. The broker in charge spoke privately with Ms.



Waldrop and presented her with a copy of the Pioneer survey. Mr. Meares stated that the survey and other pertinent information was presented to all attendees of the auction. The survey depicts the access road to the subject property traversing Ms. Waldrop's property and clearly discloses a fifty foot easement/right of way for ingress and egress designated as Catalpa Tree Road. As will be more fully developed, this road has existed on public records at the Pickens's ROD since at least May of 1978.

As a result of the auction, the plaintiff sold the subject property in four separate conveyances:

- (a) Deed to Richard C. Masters dated November 14, 2017;
- (b) Deed to Richard C. Masters dated October 19, 2017;
- (c) Deed to El Shammah Ranch dated October 19, 2017; and
- (d) Deed to Brian Wingerd dated October 19, 2017.

All conveyances were made with a fifty foot right of way for ingress and egress and utilities as designated on the Pioneer survey.

Prior to the closing of the above properties, Ms. Waldrop contacted the closing attorneys and announced that Catalpa Tree Road traverses her property and that the Browns had no lawful access or easement to the subject properties. As a result, the closings were delayed with the last closing taking place approximately 40 days after the scheduled closing date. And, as a further result, one purchaser at the auction refused to proceed to closing, The specific tract involved was later purchased by Masters.

For approximately thirteen years the Browns lived on Tract C and openly used the access road in question, now shown as Catalpa Tree Road. At no time during that thirteen year period did the occupants of the Waldrop property complain to the Browns regarding their use of access



road.

Testimony was presented by the Browns and Cathy Childers, the Browns' successor in interest to Tract C (26.22 acre tract of land). Ms. Childers testified that Ms. Waldrop engaged in continuous conduct to block her access to Catalpa Tree Road. Ms. Childers testified that at one point in October 2017 Ms. Waldrop prevented attendees at Ms. Childers' property from entering and leaving. According to Ms. Childers, Ms. Waldrop's conduct has persisted throughout the pendency of this action. She cited multiple confrontations with the defendant Waldrop regarding the use of the access road.

The Browns testified that at a personal property auction in October 2017, Ms. Waldrop obstructed the access road and prohibited entry of purchasers of the Browns' personal property.

The Browns commenced this action on December 20, 2017. On January 3, 2018 a Consent Order was entered into which prohibited Ms. Waldrop's obstruction of the access road. Thereafter, on February 14, 2018 a preliminary injunction was issued which again prohibited obstruction of the easement by Ms. Waldrop. Nonetheless, Ms. Waldrop has continued in her insistence that no right of way of ingress and egress exist across her property. Pursuant to Ms. Childers' testimony, Ms. Waldrop's conduct has continued up until the Spring of 2021. When questioned on cross examination, Ms. Waldrop acknowledged that she appeared at the auction and stated that no easement existed across her property on which to access the Brown property. When questioned regarding the issuance of the Consent Order of injunction, the preliminary injunction and the Order for Summary Judgment, Ms. Waldrop offered that those documents were all "bogus" and a result of coercion on the part of court officials and her attorneys. She confirmed that to this day she does not believe that a right of ingress and egress exist to access the Brown property across her 6.29 acre tract on the access road know as Catalpa Tree Road nor across any area of her land. It appears



that her primary assertion is that the easement or road was never 'officially' approved by Pickens County government.

The plaintiffs specified the following damages:

- (1) The plaintiffs alleged, as supported by the testimony of the auctioneer, a decrease in vendibility of the subject property as a result Ms. Waldrop's statements at the auction. Mr. Brown testified that a 2016 appraisal of the property indicated a value of \$550,000.00. Mr. Brown testified that he anticipated realizing at least the appraisal amount at the auction, but as a result of Ms. Waldrop's interference he ultimately sold the real property for only \$492,000.00.
- (2) The plaintiffs alleged damages as a result of delayed closings on the four parcels which were sold, particularly plaintiffs offered that the closings were delayed by 40 days and that the plaintiffs' underlying mortgage could not be satisfied until 44 days past the scheduled closing date based upon the actions of Waldrop. Mr. Brown testified that he owed approximately \$400,000 at 6% interest and testified that he was required to pay an additional \$2,000.00 in interest due to the delay in the closings.
- (3) The plaintiffs offered that a confrontation between Ms. Waldrop and a surveyor for Verizon Wireless caused the loss of a long term lease contract on the 3.94 acre parcel of property they continued to own after the auction. According to Brown, the value of the Verizon deal was in excess of \$50,000 for the initial 5 year term, with extensions up to 25 years.
- (4) The plaintiffs offered the bill for legal fees incurred with their initial lawyer in pursuing the declaratory judgment action, which the court finds was both necessary and ultimately successful.



(5) The plaintiff testified that he was deprived of one and one half days of having to take time off work totaling \$1,500.00 due to the delay of the closings and problems caused by Waldrup.

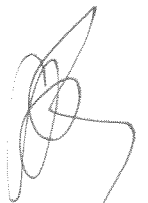
(6) The plaintiffs requested punitive damages for Ms. Waldrop's behavior.

**Legal Analysis**

To maintain a claim for slander of title, 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. *Huff v. Jennings* 319 S.C. 142, 459 S.E. 2<sup>nd</sup> 886 (Ct.App. 1995). Actual malice can mean the defendant acted recklessly or wantonly or with conscious disregard of the plaintiff's rights See Constant v. Spartanburg Steel Prods., Inc., 316 S.C. 86, 89, 447 S.E. 2<sup>nd</sup> 194 (1994).

As a result of the evidence and testimony presented, the Court finds as follows:

1. It is uncontradicted that Ms. Waldrop presented herself at the auction and published a false statement that no access is available to the Brown property. It is clear this statement was in derogation of plaintiffs' title and caused special damages as a result of diminished value.
2. I find that defendant's actions were reckless, wanton and with a conscious disregard for the plaintiffs' rights. This finding is based upon the following:
  - (a) There exist in both the court and ROD's office records a clear and defined easement as a result of a May 1978 judgment, which judgment is shown in case # 98-208. It is also clearly show on a survey entitled, "Survey for Robert M. Bovard and Renee E. Bovard" dated February 14, 2001 and recorded May 31, 2001 in the Register of Deeds Office for Pickens County, South Carolina in Plat Book 421 at Page 7.



- (b) On May 23, 2016, Ms. Waldrop obtained title to her property by deed of distribution and by deed from Joey Wayne Waldrop, her late husband. Those deeds specifically reference the 2001 survey noted above which clearly depicts the easement in question (know known as Catalpa Tree Road) traversing Ms. Waldrop's property.
- (c) Ms. Waldrop's statements that there is no access to the Brown property is simply incorrect and she published those statements at the auction on September 1, 2017 and on numerous occasions thereafter, including, but not limited to those attending the auction and the attorneys involved in the closing of the sale of the Brown parcels. In that the easement or road was clearly established in the Clerk of Court records and the ROD, there was no action taken nor necessary by Pickens County government.
3. I find that the Browns resided on the Brown property for approximately 13 years and that they continuously used the access road which traverses Ms. Waldrop's property and that their use was never interfered with prior to September 1, 2017.
  4. This Court further notes the documentation, exhibits and affidavits presented at the Summary Judgment proceeding granting a declaratory judgment in this case clearly defined the easement that was held and used by at least two predecessors in interest of Ms. Waldrop and as such, Ms. Waldrop had both actual and constructive notice of the easement or road.
  5. In spite of the numerous recorded documents and orders, Ms. Waldrop still maintains there is no legal access to the Brown property. I find that her claim is unfounded, reckless, wanton and with a conscious disregard for the plaintiffs' rights.
  6. I find that as a matter of law the plaintiffs shall be entitled to the following damages:

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- (a) \$29,566.00 in attorneys' fees incurred in removing the disparagement of title created by Ms. Waldrop. Such special damages were necessitated by the willful and inappropriate actions of Ms. Waldrop.
  - (b) \$58,000.00 for the diminished value realized by the Browns at the real property auction;
  - (c) \$2,000.00 in additional interest incurred by the Browns due to the delay in the real property closings caused by Ms. Waldrop's insistence that no easement existed;
7. I find that insufficient evidence was presented to grant the Browns damages for the Verizon Wireless lease, lost wages and for punitive damages. Waldrop testified that she refused Verizon's surveyor access to the property based upon his refusal to identify himself or why he was on her property. There was no evidence to the contrary on this issue. Further, any lost wages were addressed above. And, while the actions of Ms. Waldrop could support an award of punitive damages, the court is of the opinion that the award herein appropriately addresses the damages issues.

Based upon the findings of this Court, it is therefore ORDERED, ADJUDGED and DECREED that the plaintiffs, Kenneth E. Brown and Renee B. Brown shall have judgment against the defendant Teresa Lynn Waldrop in the sum of \$89,566.00.

AND IT IS SO ORDERED.

Pickens, South Carolina  
Dated: 6/16/2021

  
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Judge Charles B. Simmons, Jr.