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**IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT IN AND
FOR WAKULLA COUNTY, FLORIDA**

CASE NO. 2020-CA-000071

MELANIE JANE MCCALL,

Plaintiff,

vs.

**WILLIAM KEITH STANTON AND
ESTATE OF EUNICE HARVEY,**

Defendants.

**ORDER VACATING FINAL JUDGMENT FOR DEFENDANT AND ENTERING FINAL
JUDGMENT QUIETING TITLE IN PLAINTIFF**

THIS ACTION was tried before this Court upon a final hearing on the merits. The Court entered Final Judgment for Defendants and Plaintiff filed a Motion for Rehearing. After rehearing, the Court based upon a review of the record, argument tendered by the parties, and upon due consideration, this Court finds as follows:

1. Plaintiff, MELANIE JANE MCCALL (hereinafter "Plaintiff") filed an Amended Complaint against the Defendants, WILLIAM KEITH STANTON and ESTATE OF EUNICE HARVEY (hereinafter collectively referred to as "Defendants") for a Determination of Beneficiary of Defendant, ESTATE OF EUNICE HARVEY, quiet title pursuant to Chapter 65, Florida Statutes, and quiet title pursuant to Chapter 95, Florida Statutes. Plaintiff alleged the quiet title actions as to a two-thirds (2/3) interest in real property located in Wakulla County Florida described as follows:

See attached Exhibit "A"

Wakulla County Parcel Id. No. 35-5S-03W-000-01282-000

**Location Address: 2171 Curtis Mill Road, Sopchoppy, Florida
hereinafter referred to as "the property"**

2. Defendant, WILLIAM KEITH STANTON filed counterclaims for cancellation of deed (undue influence), cancellation of deed (unilateral mistake), and fraudulent misrepresentation. Defendant, WILLIAM KEITH STANTON also alleged affirmative

defenses, including but not limited to unclean hands, fraud, mistake, estoppel, and violation of fiduciary obligations.

3. The evidence showed that the property was initially owned by three (3) sisters, with each 1/3 share of the property belonging to Ellen C. Cable, Eunice C. Harvey, and Lillian C. McCall as tenants in common. The chain of title to the property is reflected in the record.
4. Ellen C. Cable deeded her 1/3 interest in the property to her trust and the Plaintiff received a 1/3 interest through a Personal Representatives Deed from the Estate of Lillian C. McCall.
5. The evidence showed that Eunice Harvey died intestate without a will in 2003 and owned a 1/3 interest in the property at the time of her death. Her estate was not probated.
6. On September 22, 2020, Plaintiff's Count I for Determination of Beneficiary was GRANTED by agreement via Court Order. Therefore, it was determined that Defendant, WILLIAM KEITH STANTON is the sole heir of Defendant, ESTATE OF EUNICE HARVEY.
7. Plaintiff testified that from 2003 to 2020, Defendant, WILLIAM KEITH STANTON had not made any payments for property taxes or maintenance as it related to the property. Plaintiff also testified that it was either her or Ellen Cable that paid taxes and maintenance, until the death of Ellen Cable. After the death of Ellen C. Cable, Plaintiff solely paid taxes and maintenance for the property.
8. Plaintiff also testified that she understood Ken Stanton (Defendant, WILLIAM KEITH STANTON'S father) and Defendant, WILLIAM KEITH STANTON to be the only interested parties in the Estate of Eunice Harvey because no probate administration of Eunice Harvey was ever filed. Plaintiff further testified that she made a request of Ken Stanton and Defendant, WILLIAM KEITH STANTON to contribute property taxes and maintenance to the property for the 1/3 share of the Estate of Eunice Harvey, or that the interest otherwise be bought out with no further responsibility for the property taxes and maintenance. Plaintiff also testified that she calculated the 1/3 property taxes of the Estate of Eunice Harvey that were unpaid to be approximately \$7,344.44 in November of 2010.

9. Plaintiff further testified that her buyout offer was accepted wherein she would pay Defendant, WILLIAM KEITH STANTON \$2,000.00 and his father Ken Stanton \$1,000.00 for purchase of the 1/3 interest of the Estate of Eunice Harvey in the property. She noted the parcel identification number of the property, and the 1/3 interest in the property being purchased on the check tendered.
10. Plaintiff paid a total of \$3,000.00 in consideration for the 1/3 interest in the property, which was conveyed by quitclaim deed to the Plaintiff and Ellen Cable as joint tenants with right of survivorship on July 21, 2011 and recorded on November 10, 2011. Ellen Cable passed away in 2014, thus Plaintiff seeks to quiet title to 2/3 interest in the property.
11. Defendant, WILLIAM KEITH STANTON testified that he signed the deed, that it was witnessed, and that it was notarized. Plaintiff was not present when the deed was signed.
12. Defendant, WILLIAM KEITH STANTON's counterclaims and defenses allege that he executed the deed because the Plaintiff made misrepresentations that she would join the property with a parcel that was owned by his mother. This parcel was described as a 6.5- acre parcel, which was separate and apart from the property.
13. Plaintiff testified that she never had an interest in the 6.5- acre parcel, did not sign a deed to join the 6.5- acre parcel, and that she did not ever represent the 6.5- acre parcel would be joined with the property because of the fact that said 6.5- acre parcel had already been sold to Ellen Cable in 2005, which was six (6) years before the deed was executed by Defendant, WILLIAM KEITH STANTON. Moreover, the record reflected that Defendant, WILLIAM KEITH STANTON's mother had conveyed her interest in the 6.5- acre parcel nearly twenty (20) years prior to the deed to Ellen Cable.
14. Defendant, WILLIAM KEITH STANTON testified that after he signed the deed, he did not pay property taxes, nor did he receive a deed from Plaintiff or Ellen Cable to join any properties together. Defendant, WILLIAM KEITH STANTON further testified that he did not get a survey or parcel map of the property when he signed the deed. He also testified that he had friends that were surveyors.
15. Defendant, WILLIAM KEITH STANTON testified that there was no written agreement for the Plaintiff to watch over his financial interest.

16. No medical evidence was presented as to a weakened state of mind of Defendant, WILLIAM KEITH STANTON at the time of execution of the deed.
17. The Court initially erred in finding that the Court could find for the Defendant based on unilateral mistake.
18. Finally, Defendant, WILLIAM KEITH STANTON, also testified that nobody ever really told him that the purpose of the deed was to join the property with the 6.5- acre parcel.

Accordingly, upon the evidence presented and review of the applicable law to the facts, it is **ORDERED AND ADJUDGED** that:


1. The 1/3 interest in the property owned by Defendant, ESTATE OF EUNICE HARVEY, fully vested in Defendant, WILLIAM KEITH STANTON in 2003 when Eunice Harvey died. See Florida Statutes 732.101. After execution of the quit claim deed by WILLIAM KEITH STANTON on July 21, 2011, he was seized of title to, and any and all interest in the real property for more than seven (7) years, and did not pay property taxes or maintenance for the property for more than seven (7) years after signing the deed. See Florida Statutes, 95.14, 95.16.
2. There was no evidence of fraud, or a misrepresentation by Plaintiff, as the Defendant, WILLIAM KEITH STANTON testified nobody ever really told him the property was being joined with the 6.5 -acre parcel referenced in the record.
3. At the time Defendant, WILLIAM KEITH STANTON, executed the deed at issue for the 1/3 interest in the property, it was public record that his mother had already sold the 6.5-acre parcel he assumed was to be joined. Therefore, such public record knowledge is imputed to him that he did not have any interest in the 6.5- acre parcel to join or convey. See M/I Schottenstein Homes, Inc. v. Azam, 813 So.2d 91 (Fla. 2002).
4. There was no evidence presented of undue influence and no medical evidence of a weakened state of mind of the Defendant, WILLIAM KEITH STANTON at the time he signed the deed at issue. See Severi v. Neville, 361 So.2d 786 (Fla. 4th DCA 1978).
5. Defendant, WILLIAM KEITH STANTON, did not order a survey or parcel map of the property being conveyed although he had friends that were surveyors. Thus, the alleged

mistake resulted from his own failure to exercise reasonable care. See Jabour v. Calleja, 731 So.2d 792 (Fla. 3rd DCA 1999).

6. Without fraud, misrepresentation, or undue influence, want or failure of consideration will not be sufficient to permit a cancellation of the deed. See Duncan Properties, Inc. v. Key Largo Ocean View, Inc., 360 So.2d 471 (Fla. 3rd DCA 1978).
7. Accordingly, Defendant, WILLIAM KEITH STANTON's counterclaims for cancellation of deed, fraudulent misrepresentation and his affirmative defenses are denied and/or were refuted by the record.
8. Title to the claimed 2/3 interest in the property described as Exhibit "A" is quieted in the Plaintiff, and she shall hold title to said property free from any claim or interest of the Defendants.
9. The parties will bear their own attorney's fees. The Court reserves jurisdiction to consider a timely filed motion to tax costs.

DONE AND ORDERED in Crawfordville, Wakulla County, Florida, this 16 day of

July, 2021.


RONALD W. FLURY
Circuit Judge

Copies furnished to:

Andrew J. Power, Esq.

James M. Durant, Jr., Esq.

EXHIBIT "A"
LEGAL DESCRIPTION

COMMENCING 485 YARDS EAST OF THE HALF MILE STOB DIVIDING SECTIONS THIRTY-FOUR (34) AND THIRTY-FIVE (35) AND RUNNING EAST 35 YARDS, THENCE IN A NORTHERLY DIRECTION AND PARALLEL WITH THE C. T. & G. R. R. 35 YARDS, THENCE WEST 35 YARDS, THENCE SOUTH 35 YARDS TO THE POINT OF BEGINNING, CONTAINING ONE-HALF (0.50) OF AN ACRE. ALL IN SECTION THIRTY-FIVE (35), TOWNSHIP FIVE (5) SOUTH, RANGE THREE (3) WEST, AND BEING THE SAME LAND DEEDED TO THE BOARD OF PUBLIC INSTRUCTION OF WAKULLA COUNTY, FLORIDA BY W. B. LEWIS AS GUARDIAN OF MARLY L. LEWIS, A MINOR, BY DEED DATED APRIL 24, 1895 AND RECORDED IN DEED BOOK NO. 1, PAGE 594 OF THE PUBLIC RECORDS OF WAKULLA COUNTY, FLORIDA.

ALSO:

ONE (1) ACRE OF LAND ON THE SOUTH SIDE OF THE CURTIS MILLS SCHOOL HOUSE LOT AND ADJACENT TO SAME AND HAVING THE SAME DIMENSIONS AS THE ACRE OF LAND THAT SCHOOL HOUSE IS LOCATED ON, THE SAME BEING IN THE NORTH WEST CORNER OF THE WEST HALF (W 1/2) OF THE NORTH EAST QUARTER (NE 1/4) OF THE SOUTH WEST QUARTER (SW 1/4) OF SECTION THIRTY-FIVE (35) IN TOWNSHIP FIVE (5), SOUTH OF RANGE THREE (3) WEST.

ALSO:

ALL OF THE WEST HALF OF THE SOUTHWEST QUARTER (W 1/2 OF SW 1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP FIVE (5) SOUTH, RANGE THREE (3) WEST, LYING WEST OF S. A. L. RAILROAD, LESS FOUR (4) ACRES IN THE FORM OF A SQUARE IN THE NORTHWEST CORNER OF SAID TRACT OF LAND, CONTAINING IN THE AGGREGATE FORTY (40) ACRES, MORE OR LESS, HEREBY CONVEYED.

ALSO:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (W 1/2 OF NE 1/4 OF SW 1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP FIVE (5) SOUTH, RANGE 3 WEST, EXCEPTING THEREFROM TWO (2) ACRES IN THE NORTHWEST CORNER THEREOF, UPON ONE (1) OF WHICH STANDS A SCHOOL HOUSE, ONE (1) ACRE HAVING BEEN DEEDED FOR SAID SCHOOL SITE AND ONE (1) ACRE HAVING BEEN DEEDED FOR A CHURCH SITE.

LESS ANY PART OF SAID LAND LYING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 299.

