

IN THE DISTRICT COURT  
OF APPEAL  
THIRD DISTRICT  
OF FLORIDA

lower tribunal case number is 23-021239 (CA-21)

James E. Rogers

Appellant,

vs.

CASE NO: **3D24-1405**

Guardianship Program of Dade County, Inc.

Appellee,

ANSWER BRIEF OF APPELLEE  
GUARDIANSHIP PROGRAM OF DADE COUNTY, INC.

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## STATEMENT OF THE CASE AND OF THE FACTS

Regrettably the Statement of the Case and of the Facts as presented by Appellant does not do so accurately. Appellant supports its Statement of Facts with citations to the Record in support for those assertion of facts set out, *but* not everything in the Record is indisputably factual. Much of what the lower court docket contains are aspirational assertions contained in pleadings and not unarguable fact. A realistic Statement of the Case and of the Facts is as follows:

- a) Stephen and Sharyn Larsson acquired a home in Miami at 15701 NW 39th Court back in 1982 and resided thereon afterwards. (R-31, 99 App-1)
- b) Sharyn was grievously injured in 2019 and was adjudicated incapacitated on October 16<sup>th</sup> 2020 with Respondent GPDC being appointed as the Guardian of her person only (case # 2020-3978 GD-02) since a Power of Attorney given by her to her husband Stephen was deemed to be a lesser restrictive alternative at that time. (Appendix 2)
- c) Stephen Larsson was apparently somewhat less than effective handling the property of his incapacitated wife, requiring the nursing home to request the Guardianship court to end Stephen Larsson's financial control and on August 12, 2021, a petition (with rather shocking allegations in paragraphs 5 and 6 thereof) was filed by the nursing home sheltering Sharyn seeking to remove

Stephen from power over Sharyn's property and for the appointment of GPDC as her plenary Guardian with such matter being scheduled for final hearing on December 7, 2021. (Appendix 3)

d) Five (5) days before that hearing, Stephen on the 2<sup>nd</sup> of December (later recorded on the 10<sup>th</sup> of December 2021) Stephen using the aforesaid Power of Attorney from Sharyn did execute on her behalf a quit-claim deed purporting to vitiating the tenancy by the entireties to their marital home and to create in that parcel a life estate to himself (Stephen) with the remainder over to a stranger, Appellant James E. Rogers. Since that deed is pivotal, a copy will be placed in Appellee's Appendix and it can be found at pages **32-33** of the Record and Appendix 4)

e) On December 7, 2021 the hearing was held regarding the continued Guardianship of Sharyn Larsson which resulted in an Order entered on December 9, 2021 vitiating Stephen's authority under that power of attorney and appointing Respondent GPDC as the plenary guardian of Sharyn Larsson. (Record **100-101** and Appendix 5)

f) Sadly, a little over a month later Stephen Larsson died on January 17, 2022 following which an estate was opened for Stephen under probate case # 2022-001135 (CP-02) and protracted litigation has resulted.

g) It turns out that the December 2<sup>nd</sup> 2021 deed "creating" the life

estate in Stephen with remainder to Petitioner apparently had a fatal flaw. Since the parcel was homestead and one of the owners was incapacitated, the provisions of §732.7025 required a specific statement in any deed in order to clearly waive statutory homestead rights . The deed of December 2<sup>nd</sup> 2021 did not so contain that specific statement and an application was made to the probate court for confirmation of the invalidity of said deed.

h) The Probate Division considered the foregoing application at a hearing held on June 26, 2023 (continued on August 8, 2023) at which time the probate judge declined to rule on the matter and advised the parties that the question regarding the validity of the December 2<sup>nd</sup> 2021 deed might better be directed to the general jurisdiction division. (Appendix 6)

j) This quiet-title action was promptly filed thereafter on August 11, 2023 and proceeded to final judgment declaring the December 2, 2021 deed to be *void ab initio*, which judgment is the subject of the instant appeal to this Court. (Appendix 7, 8)

k) Note might be taken that during the course of the litigation of this case before the lower court, the Petitioner Rogers filed three (3) motions to disqualify the presiding judge, all of which were rejected by the trial judge which rejection was recently presented to this Court as a Petition for Prohibition indexed under case #3D2024-1493 which has just been dismissed by this Court.

m) Important facts appear to have been mis-stated or under-reported by Appellant in it's Statement of Facts in connection with the purported "bona fide purchaser" status claimed by Appellant Rogers:

1. No contract for purchase/sale was ever created.
2. No closing statement was ever created.
3. No title binder or commitment was ever issued or sought.
4. The deed here in issue which Appellant now claims was given to him in exchange for a \$150,000 consideration bears zero in documentary stamps.
5. At the creation of the deed here in issue, on 2 December 2021 both sides were represented by counsel.
6. At the time of the creation of the 2 December 2021, deed a "CYA" letter was issued by the attorney preparing the (challenged) deed which was acknowledged by the grantor (Larsson) that the deed in question might not achieve its stated purpose. (Appendix 9)
7. Although formally served with a Notice to Creditors by the curator, no claims have been filed to support the claim of *bona purchaser fide pursuant to F.S. 733.702* effectively barring any recovery as a *bona fide purchaser*.

n) The Last Will and Testament of Harold Van Stephen Larsson a/k/a Stephen Larsson signed concurrently with the severing deed of 2 December

2021 **dis**-inherited his wife Sharyn Larsson and excluded her from any share in his estate, granting same to Appellant James Rogers instead. (Appendix **10**)

## SUMMARY OF ARGUMENT

Before we even get to the necessary discussion of the controlling authority in this area as reflected in the decision of *Thayer v. Hawthorn*, 363 So.3<sup>rd</sup> 170 (Fla. 4<sup>th</sup> Dist. 2023), the purpose of Section 732.7025 needs to be presented.

F. S. 732.7025 is called a “safe harbor” provisions. A “safe harbor” being a legal provision in a statute or regulation that provides protection from a legal liability or other penalty when certain conditions are met. F.S. 732.702 was not repealed by F.S. 732.7025 but in fact 732.7025 was meant to clarify and provide guidance regarding the waiver of constitutional protection for surviving spouses. All the cases cited by Appellant are prior to the addition in 2018 (effective January 1, 2019) of F.S. 732.7025. Reading of those cases adds to the reasoning for the addition of F.S. 732.7025 which added clarification and reasonable certainty. Homestead is called Florida’s peculiar property provision. It has been known to sink many real estate transactions. *Thayer*, was a sign to practitioners to be wary of transactions involving homestead rights for *surviving spouses*. Thus, estate planners, real property transactional attorneys have been warned of the possibilities that might await if the provision of F.S. 732.2075 are ignored.

Recent decisions had created uncertainty about the effect of a deed signed by the surviving spouse during the lifetime of the deceased spouse who died owning

homestead real property. *Habeeb v. Linder* 64 So. 3d 1275 (3 DCA, 2011), *Stone v. Stone*, 157 3d 2995 (4DCA, 2014) *Lyons v. Lyons* 155 So. 3d 1179 (4DCA 2014). Neither the *Habeeb* or *Stone* case discussed or addressed the financial disclosure requires in F.S 732.702(2), creating an uncertainty if the spouses had insufficient or uncertain financial knowledge to be making a knowingly and intelligently waiver of their constitutional inheritance rights. Florida courts have held that waivers of constitutional rights must be made knowingly and intelligently. *Chames v. DeMayo* 972 So 2d 850 (Fla 2007)

F.S. 732.7025 provides a clarification and guidance regarding the waiver of constitutional homestead protections for surviving spouse. The language when used within a deed, creates a presumption that the spouse signing the deed waived the constitutional restrictions on the devise of homestead. The execution of a deed supplements procedures in F.S. 732.702 which provides for waiver of spouse's rights by written agreement. F.S. 732.7025 provides more certainty for the title insurance industry, the courts and Florida residents by providing appropriate language for a waiver to be included within a deed when one spouse intends to waiver homestead rights that would otherwise apply upon the death of the other spouse.

What is being presented before this court in this case, is a deed that was obviously intended to be part of a plan concocted by Stephen Larsson to prevent

his spouse if he predeceased her from benefitting from any of her statutory entitlements. His language in his Last Will and Testament, his attempt by deed to sever the homestead tenancy by the entirety (and the letter signed by the decedent from the drafting attorney acknowledging that Stephen Larsson's **plot** to rid Sharyn Larsson of her statutory rights was not guaranteed to work) unerringly delineate his malicious intent.

The execution of the deed, the Last Will and Testament and a promissory note all within days of the looming court hearing wherein the presiding Guardianship Court judge had announced that the Power of Attorney as a lesser restrictive alternative was to be superceded adds to the suspicious intent. *Chames v. Demayo* set the standard that waivers of constitutional rights must be made intelligently and knowingly. Sharyn Larsson was an adjudicated incompetent adult and on December 2, 2021 when all these documents were executed, Sharyn Larsson's guardian was not consulted or even apprised of what Stephen Larsson intended to accomplished by use of the Power of Attorney he held which if successful would have cast her care and comfort to the bare minium provided through Medicaid. The standard required of an intelligent and knowing waiver is clearly lacking in the case before this court. Stephen Larsson in executing the December 2, 2021 deed as agent under the Power of Attorney was not acting in the best interest of his wife, was not acting in accord with any standard as a Fiduciary

and clearly demonstrated no intent to conform to the standards that a waiver of constitutional rights be made knowingly and intelligently. Indeed, given the grievous injury suffered by Sharyn Larsson and her judicially determined incapacity, it is absurd to argue that she could have “knowingly and intelligently waived” her constitutional homestead rights. Plainly Steven Larsson sought to steal them from his somnambulant wife.

It is important to recognize and bring to center-stage the obvious “plot” that Appellant Rogers and his grantor/friend Harold Van Stephen Larsson, the husband of Appellee’s Ward had engaged in to deprive Appellee’s incapacitated Ward of her rights to the equity in their marital home which she had occupied for nearly 40 years. In view of the plain statutory flaw in the pivotal deed, it was determined to be unnecessary to inquire into the circumstances where a grievously injured Sharyn Larsson was induced to sign a power of attorney to her husband, although the same does reek more than a little. It is clear from the facts alleged in the Petition to appoint a plenary guardian (App - 3) that the husband had no intent to provide support to his hospitalized wife. Instead, just days before the hearing where the guardianship court was likely to vitiate his Power of Attorney and appoint a new plenary guardian, the husband and his friend, Appellant Rogers, got together and (probably thinking that no one would be looking over their shoulder) concocted the present mish-mash involving the defective deed even though the attorney who

drew the deed required the husband to acknowledge that the deed might not be as effective as the husband might have liked. (App -9) and especially so since the transaction of 2 December 2021 involved no sales contract, no closing statement, no title examination and a deed of which only nominal documentary stamps were paid. The foregoing “plot” is further supported by the actions of the husband of Appellee’s Ward to formally disinherit her as reflected by his Will (executed on the same day and using the same scrivener as drew the deed in question) in which the following appears:

ARTICLE IV

My family includes only my wife Sharyn Larsson. We have no children.

ARTICLE V

Sharyn Larsson will not be a beneficiary of my Last Will and Testament because she is a ward of GPDC. (Appendix 10)<sup>1</sup>

This Court should essentially adopt the reasoning of *Thayer* and apply same to the instant case. Appellant seeks to distinguish *Thayer* while Appellee urges it to be sound and that it should be applied to the instant case.

That essential holding as reflected in *Thayer* is that where there is

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<sup>1</sup> It would seem that the Lavender Hill Gang that concocted this plot misconceived purposefully or inadvertently the role of the Guardianship Program Of Dade County, Inc. which is only to **manage** the assets of its Wards. GPDC does not have funds with which to **support any** of its Wards. A moment’s thought will indicate that to be essentially financially and budgetarily impossible. Aside from her interest in the homestead Sharyn Larsson essentially had zero assets and in fact subsisted on the princely sum of only \$692 monthly. (Record 43)

contemplated to be a conveyance of the *homestead* rights of a surviving spouse, the requirements of §732.7025 must be complied within the deed. Focus and emphasis needs to be directed to the relatively unusual situation of the instant case where the interest in issue is held by a judicially-determined incapacitated person. The usual situation of a fully competent person is covered by §732.702 with the appropriate financial disclosure but this case is the unusual situation for which §732.7025 as enacted buttresses the Constitutional intent as set out in Article X, section 4(c). The instant deed is not an *in praesenti* conveyance of property eliminating ownership rights during the lifetime of the parties which involve contracts or purchase agreements since in this case, it clearly intended or involved a waiver to take effect upon death, intending to by-pass rights of survivorship. The deed in question to succeed needed as the first step the severance of the ownership status of the surviving spouse which if left intact, would have guaranteed that the ownership would have passed to Sharyn Larsson as the surviving joint tenant.

Controlling case law at the time the trial court reached the decision now here on appeal was the *Thayer* case and its' plain holding required insertion of the "safe harbor" paragraph which the deed here in question did NOT contain and hence said deed must fail as the lower court correctly found by following *Thayer*.

Argument - APPELLANT'S POINT ONE ON APPEAL:

I. The Trial Court Erred in Determining the Quit Claim Deed did not Contain Sufficient Language to Waive Homestead Rights.

This point on appeal is clearly governed by the *Thayer* decision which requires affirmance since the deed in issue plainly does not contain the needed waiver language.

Some factual distinctions do appear as between the instant case and the transaction in *Thayer*. The deeds in *Thayer* were apparently warranty deeds whereas in the instant case conveyance was by quit-claim.<sup>2</sup>

Obviously the deed here in issue did **not** contain the language specified by §732.7025 and Appellant argues that inclusion of such language was not at all necessary since §732.702 purportedly allows release of homestead rights without that language! Appellant's position is contradicted by the specific ruling in *Thayer* crystallizing the question before that court:

The question presented in this appeal is whether the 2002 warranty deed waived Doris' and James' homestead rights in each other's one-half interest in the property. We conclude that the language of the deed was insufficient to waive homestead.<sup>3</sup> (Emphasis added.)

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<sup>2</sup> And as to which only nominal consideration was reflected in minimal documentary stamps.

<sup>3</sup> Page 4, *Thayer v. Hawthorn*, 363 So. 3d 170 (Fla. 4<sup>th</sup> Dist. 2023)

and it further is emphasized from the stated conclusion of the court in Thayer

### Conclusion

The Florida Constitution protects the homestead upon the death of an owner by precluding its devise when there is a spouse. Homestead rights may be waived in accordance with the statutory provisions of section 732.702(1), Florida Statutes (2002). In this case, we conclude the warranty deed did not waive homestead, because it lacked language specifically releasing inheritance rights. We reverse the final summary judgment in favor of appellee and remand for further proceedings in accordance with this opinion. (Emphasis added.)<sup>4</sup>

Since the deed here in issue also lacked language specifically releasing inheritance rights, it too must **fail**.

It would seem that the sole basis of the argument sought to be advanced by Appellant is that there are alternate ways in which homestead rights may be released or waived. Appellant argues that §732.702 is still valid and this argument is simply dismissive of the impact of §732.702~~5~~ and Appellant therefore urges that §732.702~~5~~ should be essentially just ignored. That argument of Appellant clearly posits that there was essentially no purpose to the enactment of §732.702~~5~~ since §732.702 was doing just fine, thank you!

As this Court no doubt well knows, principles of homestead can be complex and confusing due to the constitutional provisions of Article X section (4)(c) and

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<sup>4</sup> Page 7, Thayer v. Hawthorn, 363 So. 3d 170 (Fla. 4<sup>th</sup> Dist. 2023)

much effort has been consumed in seeking to organize applicable rules for the implementation of that constitutional mandate. That section has an impact not only on conveyancing but on title insurance risks and no doubt it was with those problems in mind that the legislature saw fit to consider and then enact what has become §732.7025 and it is the obvious duty of the courts of this state to implement and apply same. That statute was in effect when the deed here in issue was drawn and the provisions of §732.7025 are applicable to the deed here in issue. Indeed note might be taken that the scrivener of that deed saw fit to obtain from the grantor an acknowledgment of that problem, saying:

Dear Mr. Larsson,  
December 2, 2021  
Please be aware that under Florida Law regarding survivorship, your spouse, Sharyn Larsson, has certain rights under the probate code. These rights will remain unless waived by Sharyn Larsson. Please sign below to indicate you understand this. <sup>5</sup>

The trial court here simply applied governing authority to the undisputed documents at issue in this case and reached the only conclusion possible: that since the deed in question here did not contain the specific language required by §732.7025 that deed must fail and this Court should also deny relief based on this Point on Appeal.

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<sup>5</sup> Appendix 9.

Argument - APPELLANT'S POINT TWO ON APPEAL:

II. Even if the Deed did not Contain Language Sufficient to Waive Homestead Rights, Rogers is Entitled to the Bona Fide Purchaser Defense.

To urge that Appellant Rogers is a *bona fide* purchaser is laughable in that **even if** Rogers were to be considered a “purchaser” at all, he was not a purchaser FROM Appellee! Rogers’ alleged deal if indeed there was one, was with his friend Harold Van Stephen Larsson and if that deal went awry any recriminations resulting must be directed towards Harold Van Stephen Larsson and any valid claims *must* be made on Rogers’ behalf against his purported vendor (the late) Harold Van Stephen Larsson in the probate of that estate and nowhere else through F.S. 733.702 and if no claim is filed timely, that claim is barred.

Note should also be made that this purported *bona fide purchaser* claim or defense was NOT PLEADED by Rogers below. His affirmative defenses and counterclaims were solely premised on the purported validity of the December 2021 quit-claim to him (Record **70-76**) and were not presented to the trial court at all. Only now on appeal does Rogers suddenly wake up and urge that he “could have” made such claim and that he should now be allowed to amend his counterclaim below to so assert.

Passing the foregoing points, Appellee has no quarrel with Rogers assertion of the elements of the *bona fide* purchaser status as set out on page 13 of his brief:

A party is a bona fide purchaser when “(1) the purchaser obtained legal title to the challenged property, (2) the purchaser paid the value of the challenged property, and (3) the purchaser had no knowledge of the claimed interest against the challenged property at the time of the transaction.”

and close focus on the third element is appropriate. It seems a bit ludicrous for

Appellant Rogers to say he had no knowledge of either the rights of Appellee's Ward Sharyn Larsson as tenant by the entireties or as to her homestead rights under the Florida Constitution. At the bottom of page one of his own brief in this case, in his statement of the case and of the facts Appellant Rogers represents to this Court:

Rogers had known the Larssons since 1977  
and moved into the property around  
November 20, 2021, to assist Larson. (*Sic.*)

From 1977 to 2021 is 44 years that Rogers says he's known the Larsson's yet he now in this point-on-appeal seeks to baldly claim he had no knowledge of Sharyn's situation, status or rights...? Worse is Rogers' own firsthand personal testimony to the court in the probate proceeding reflected at length in pages 497-536 of the record here on appeal. More specifically such testimony included:

A. Pretty much so, yeah. I don't think there was any objections on my behalf because he was a good friend and he needed help, and his wife was in the nursing home, and she needed help.

Q. Was she also a good friend?

A. She was a friend. Not as well of a friend as Stephen was, but I knew her for years. Nice lady. <sup>6</sup> (Emphasis added.)

Later in that same transcript appears: <sup>7</sup>

BY MR. MURPHY:

Q. When you spoke to Stephen about the money you were paying was Sharyn Larsson involved in what you were supposed to pay?

A. Well, I did make a payment at the nursing home on behalf of

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<sup>6</sup> Record page 500.

<sup>7</sup> Record Page 511

Stephen, and I don't --don't really have any answers at the moment as to what -- what might have been.

Q. Was there any obligation that you assumed as far as Sharyn goes in any respect at all for any kind of -

A. Well, I knew she was a --a --a part of the estate inasmuch as that she would receive something if I --if I got the estate. That's --that's all I was told at the time. (Emphasis added.)

Balderdash.

It is clear that *even if* a “bona fide purchaser” status claim was to be presented to the trial court it would not prevail and such claim of status can only have been presented to this Court as a red herring to divert attention from the weaknesses of Appellant’s position.

Given that

1. The bona fide purchaser claim was not asserted below and
2. Further given its factual weakness
3. Further given that any dissatisfaction that Appellant Rogers may have with his purported deal with Stephen Larsson necessarily must be presented first as a claim in the Estate of Stephen Larsson (and **not** in this case brought or presented by Appellee GPDC as guardian of an incapacitated person) followed by such litigation as Rogers may initiate in the event his probate-presented claim was objected-to, it would reasonably seem that this Point on Appeal has no merit and should be rejected by this Court. No claim by Appellant Rogers was filed pursuant to F.S. 733.702, which bars Rogers’ assertion of dissatisfaction with the purported deal.

The record is void of any agreement or contract. Without agreement or contract, how is Appellant to demonstrate that as a purchaser the Appellant paid

fair value for the challenged property? Testimony of the deed's scrivener (June 2023 hearing) was that scrivener talked with an attorney for the appellant (not the present attorney), changes were made to the deed but the scrivener at the hearing was not able to recall the changes made. No purchase agreement or contract created at the time of the alleged purchase has been presented into evidence.

No merit has been shown by Appellant as to this point of his on appeal and it should not be granted.

Argument - APPELLANT'S POINT THREE ON APPEAL:

III. The Trial Court Erred in Granting the  
Motion for Judgment on the Pleadings and  
Dismissing the Counterclaims.

Appellant Rogers has neither fairly nor properly presented to this Court the posture the case held when it came before the trial court in relation to this point on appeal.

Rogers had filed his Answer, Affirmative Defenses and Counterclaims (Record **70-76**) in which it is clear that both the affirmative defenses and the counterclaim were premised on the (then-presumed by Rogers) validity of the December 2, 2021 deed. The lower court had granted a partial summary judgment holding only that the December 2, 2021 deed was flawed and did not convey anything to Rogers. (Record **239-242** and Appendix 7.) That initial partial summary judgment had left open the counterclaims then pending which required further presentation to and determination by the trial court. A motion to dismiss those counterclaims was made by Appellee (Record **302-309**) on the basis that their validity required an ownership interest which Rogers could not have since his "ownership" claims had been determined adversely to him in the earlier partial summary judgment and so they must fall.

When the matter came before the trial court on July 5, 2024, the court had before it both the motion to dismiss Rogers' counterclaim and Rogers' own motion for summary judgment on his counterclaim (Record **274-282** Appendix **11, 12**). It is obvious that since Rogers' counterclaim depended for its viability on Rogers having an ownership interest and it is further obvious that the trial court adhered to its prior partial summary judgment ruling that Rogers did NOT have an ownership interest, the trial court chose to phrase its ruling as being one for judgment on the

pleadings as specifically stated by the trial judge in the transcript excerpt (Appendix 11). It is submitted that little difference results from the Motion to Dismiss Rogers' counterclaims being granted or from the modified posture the lower court indicated, that it would treat the matters as one for judgment on the pleadings and (based on the earlier partial summary judgment holding the deed invalid) since those pleadings showed that Rogers had no ownership interest in the property upon which his counter-claims for Forcible Entry and Unlawful Detainer; Fraud; and Asset Conversion (Record 74-76) could be supported. Indeed on page 17 of Rogers' brief appears this argument:

If Rogers is the rightful owner of the property, there can be no dispute that his counterclaims would be or could be valid.

and it is obvious that Appellant concedes that the **contrary** would also apply: that if Rogers is NOT the rightful owner, his counterclaims would NOT be valid. The lower court earlier had held Rogers not to be the owner and so it is rather clear that the lower court correctly made it's determination and this Point on Appeal must fail.

Argument - APPELLANT'S POINT FOUR ON APPEAL:

IV. Even if the Trial Court was Right to Dismiss Rogers' Counterclaims, It should Have Dismissed Without Prejudice.

Indeed the trial judge did orally state that the dismissal of Rogers' claims was without prejudice but Rogers seeks to take that statement out of its proper context and seeks to apply it to Rogers' presumed right to amend **in the instant case** if the dismissal of his counterclaim was without prejudice. That is not the context in which the utterance was made since it is clear from the transcript excerpt (Appendix 11) that the trial court (with respect to any purported claim of Rogers) was allowing Appellant Rogers to go back to probate where Rogers could there assert whatever he chose. Here is the pivotal language of the trial court:

THE COURT: Okay. Well, I am going to send this back to probate court. I am going to grant -- the Motion to Dismiss will be deemed a motion for judgment on the pleadings pursuant to Rule 1.140(h)(2), and I will grant it as failure to state a cause of action and failure to state a legal defense in this case without prejudice to raising all of these issues to the extent any still remain back in the probate court. So this case will be finalized and any appeal can be made, but if you think it should all belong in the probate court, then good luck to everybody there. (Emphasis added.)

and the later oral statements of the trial judge regarding "without prejudice" clearly refer to Rogers' rights to assert whatever he might please to assert in the probate court.

There being no real point to nor purpose for complaint about the lack of

specifying that there is no prejudice to Rogers' presentation of whatever he wants to the Probate division, there is no merit to this point on appeal and it should be rejected.

### CONCLUSION

Bearing in mind the two major concepts involved in this appeal is the applicability of the Thayer decision as controlling precedent and the apparent plot by Stephen Larsson joined by his friend Appellant James Rogers to deprive Stephen Larsson's incapacitated wife of her entitlement to statutory rights of survivorship to their jointly-owned homestead if her husband predeceased her, it is submitted that the learned trial judge saw both matters clearly and correctly applied the Thayer requirement to frustrate the attempted theft of the rights of Appellee's Ward and the decision below should be affirmed.

I CERTIFY that this brief of Appellant is in compliance with Rule 9.210(a)(2) and that on this November 16, 2024 I served a true copy of the foregoing on Appellant by email to its attorney through the eFiling portal of this Court.

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