

of estoppel in pais, defendant cannot in good conscience change the implied understanding to let plaintiff retain a communal interest. Under the doctrine of estoppel in pais, defendant is deemed a constructive trustee in these circumstances. 76 Am.Jur.2d Trusts §227.

The "corpus" of this constructive trust shall be the three parcels conveyed to defendant and recorded in Deed Book 1143, Pages 912-914, R.M.C. Office for Greenville County, South Carolina; and the proceeds of the instrument, numbered "01344-C" and issued by Southern Bancorporation to plaintiff and defendant. The proceeds of miscellaneous checks herein described are not held on a constructive trust. The November 15, 1980 check was testified as one given to commemorate defendant's new marriage. Checks to newlywed couples are presumed to be irrevocable gifts.

DeGraffenreid v. Mitchell, 14 S.C.L. (3 M'Cord) 506. As for the other checks, they are generally earmarked for holidays and family celebrations. In fact, the two checks dated September 8, 1980 are clearly designated for the care and support of a third party infant. Under these circumstances, and absent any showing to the contrary, these checks are irrevocable gifts.

*JBS*

V.

The final question before the court is whether plaintiff's requested relief is proper. The court is satisfied that it is. Plaintiff requested that the court order an accounting from defendant as to the receipts, assets, funds, contingent assets, options, income, dividends, interest, royalties, rent and all profits from the realty herein described from the time defendant got his interest in it until the date defendant loses his interest. This relief is proper and is granted, with accounting to also be made for waste and credit given defendant for proper expenditures. Farley v. Matthews, 167 S.C. 502, 168 S.E. 294 (19--); Adams v. Vibler, 7 S.C. 47 (1876); Page v. Lewis, 209 S.C. 212, 39 S.E.2d 787 (1946).

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