

STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP2306187

Taylor's Mill Events LLC et al
PLAINTIFF(S)

Taylor's Mill Development LLC et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit); Rule 43(k), SCRCP (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

See below.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/05/2022 .

Sarah M Traynor for Taylor's Mill Development LLC, Taylor's Mill Development LLP

RECEIVED
Aug 03 2022
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

This matter came before the Court for a non-jury trial that took place from June 13, 2022, to June 15, 2022. Appearing before the Court were Plaintiffs Taylors Mill Events, LLC d/b/a Southern Bleachery and Lawrence Black ("Plaintiffs"), Plaintiffs' counsel, Elizabeth Black and Mary Eldridge, Defendant Taylors Mill Development, LLC f/k/a Taylors Mill Development, LLP, and Defense counsel, Kevin McCarrell and Sarah Traynor. At the call of the case, the parties announced that they had reached a settlement as to certain causes of action. The same was read into the record and was made an Order of the court. The remaining issues before the Court were Breach of the Lease and the initial pre-trial issue of Plaintiff's, Taylors Mill Events, LLC, standing to bring suit. The Court heard argument and received testimony over three days. The following are the findings of fact and ruling of law.

Standing

The Defendant argues that Taylors Mill Events, LLC, (TME) is not a party to the contract and therefore lacks standing to enforce the terms thereof. (Reference to Defendant's Briefs are craved for the specifics of said argument.) The Plaintiff claims that although Taylors Mill Events, LLC, is not a named party to the contract, the Parties recognized it as a Third party Beneficiary or otherwise ratified TME as a party. (Again, reference to Plaintiffs' Briefs are craved for the specifics of said argument.) The Court elected to take the matter under advisement and decide upon the issue on the merits subsequent to a full evidentiary hearing. The Court received into evidence and reviewed a substantial amount of evidence regarding this issue.

The case of *Lincoln v. Aetna Cas. & Sur. Co.*, 300 S.C. 188, 386 S.E.2d 801 (Ct.App.1989), sets forth the three essential elements necessary to prove ratification. They are: (1) acceptance by the principal of the benefits of the agent's acts; (2) full knowledge of the facts; and (3) circumstances or an affirmative election indicating an intention to adopt the unauthorized arrangements. *Id.* 386 S.E.2d at 803. The evidence clearly shows that these three elements were met by the TME in this case and that Defendant had full knowledge of TME's relationship to the named party in the contract.

Further, the ongoing obligation for percentage payments required under Schedule 1 of the contract were specifically paid by TME and accepted by Defendant. It would indeed be a dubious assertion if TME claimed that it did not owe those monies because it was not a named party to the contract. That would have been a cynical scheme to avoid contractual obligations to which the Defendant would have taken great exception. This is an instance where the Defendant is attempting to "have its cake and eat it too."

Therefore, the Defendant's motion to dismiss Taylors Mill Events, LLC for lack of standing is respectfully denied.

Breach of Contract

The Plaintiffs claim that the Defendant Breached the Contract by violating the Article 19, Quiet Enjoyment, provision of the lease. Specifically, Plaintiffs complain that Defendants, without good cause and in bad faith, issued a Stop Work order shutting down Phase II construction projects that had been agreed upon by the Parties. Plaintiffs claim that damages flowed therefrom. Defendants deny that the Parties ever had a binding agreement with respect to Phase II construction and issued the Stop Work order because the required approvals under Article 28 of the lease had not been granted.

The dispositive question in this case is whether there was ever an agreement or meeting of the minds regarding the Phase II construction. The Plaintiff has the burden of proving that there was an agreement by a preponderance of the evidence. The undersigned finds that Plaintiffs have failed to meet this burden of proof.

The Court received a substantial amount of evidence on this issue. Email exchanges, text transmissions, documents, and testimony regarding this issue were offered by both Parties and accepted into evidence. A review of this evidence, in the aggregate, demonstrates that the Parties never reached a meeting of the minds regarding the nature, the scope, or the specifics of Phase II construction. There was a general understanding of what the Parties, respectively, wanted to accomplish in Phase II construction. However, this generalized understanding never matured into a firm agreement or meeting of the minds. The Plaintiffs submitted proposed plans, permits, and drawings. In response, the Defendant clearly articulated remaining questions and concerns regarding the proposed construction. These questions and concerns were never resolved, and the Defendant issued the Stop Work order when it learned of the commencement of construction. The Plaintiff contends that Defendants' exceptions were pretextual, offered in bad faith, and only concerned adjacent property. The Court recognizes that both Parties had business issues beyond the scope of the subject lease and routinely discussed the same as part of attempts to resolve ongoing concerns. This, however, does not support claims of nefarious conduct or bad faith. In any event, it is clear that a mutual understanding and agreement was never reached regarding the Phase II construction.

Conclusion

The Parties to this suit are clearly honest and hard-working business people. There is no "bad guy", and the Court finds the testimony of the witnesses to be credible and offered in good faith. This is simply a case of two parties, or business entities, failing to communicate clearly, carefully, and deliberately. Interpersonal tensions then exacerbated faltering communications and led to an otherwise avoidable dispute.

The Court, therefore, finds as follows:

- 1)The evidence fails to establish by a preponderance of the evidence that the Defendants breached the subject lease.

IT IS SO ORDERED.

Robin B. Stilwell
Judge, Thirteenth Judicial Circuit

July 5, 2022

Greenville, South Carolina



Greenville Common Pleas

Case Caption: Taylors Mill Events LLC , plaintiff, et al vs. Taylors Mill
Development LLC , defendant, et al
Case Number: 2019CP2306187
Type: Order/Electronic Form 4

So Ordered

s/ Robin B. Stilwell 2158