

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUNTY

Court of Common Pleas

R. Ferrell Cothran, Jr., Circuit Court Judge

Case No. 2024-CP-43-000366

Appellant Case No. 2024-000283

David Bryan Trapp,

Respondent,

v.

Randal K. Freeman and
Jenna B. Freeman,

Appellants.

**RETURN TO APPELLANTS' MOTION
TO CORRECT OR AMEND ORDER**

Respondent through his undersigned Counsel hereby brings his Return to Appellants' Motion to Correct or Amend said Order dated June 17, 2024. Respondent states this Return is timely filed given the computational period prescribed under Rule 240 SCACR and Rule 6(e) under the SCRCF. Respondent states the Court did not err in its prior Order. Specifically, Respondent prays this Court should affirm that there is no current stay of ejectment, and if one so exists, that it should be lifted to allow execution of the previously issued *Writ of Ejectment*.

LEGAL STANDARD

In any action where the landlord sues for possession and the tenant raises defenses or counterclaims pursuant to this chapter or the rental agreement:

- (a) The tenant is required to pay the landlord **all rent which becomes due after the**

issuance of a written rule requiring the tenant to vacate or show cause as rent becomes due and the landlord is required to provide the tenant with a written receipt for each payment except when the tenant pays by check . . .

Should the tenant appear in response to the rule and allege that rent due under subsections (a) or (b) has been paid, the court shall determine the issue. If the tenant has failed to comply with subsections (a) or (b), the court shall issue a warrant of ejectment and the landlord must be placed in full possession of the premises by the sheriff, deputy, or constable. § 27-40-790.

Further, if the **tenant fails to make a payment within five days of the due date according to the undertaking and order staying execution**, the clerk, upon application of the landlord, shall issue a warrant of ejectment to be executed pursuant to Section 27-37-40(e). § 27-40-800(e).

ARGUMENT

Appellants failed to timely remit their February 2024 bond to the Court in the amount of \$1,600.00, which was due on February 1, 2024, and late after February 10, 2024. *See* attached Order dated December 7, 2023, and public index payment ledger labeled “Exhibit A”. Appellants should not be granted any stay of ejectment, and any existing stay of ejectment should be lifted to allow an execution of the previous *Writ of Ejectment* issued by the Honorable Judge Griffin.

CONCLUSION

Respondent prays this Court should affirm that there is no current stay of ejectment, and if one so exists, that it should be lifted to allow execution of the previously issued *Writ of Ejectment*. Appellants did not remit their February 2024 bond payment that is statutorily required, and as such, should not be entitled to any further stay of ejectment pending their appeal.

Respondent prays this Court impose such sanctions under Rule 269 as this Court deems appropriate, including but not limited to attorney’s fees, court costs, and consequential damages.

Respectfully Submitted,

/s Christopher R. Jay
Christopher R. Jay, Esq (S.C. Bar No.: 100313)
Cahill Law Firm, LLC
693 N. Guignard Drive
Sumter, SC 29150

Tel. (803) 500-5072
Fax. (855) 701-1425

/s J. Benjamin Cahill

J. Benjamin Cahill, Esq (S.C. Bar No.: 102437)
Cahill Law Firm, LLC
693 N. Guignard Drive
Sumter, SC 29150
Tel. (803) 500-5072
Fax. (855) 701-1425
Attorneys for Respondent David Bryan Trapp

Sumter, South Carolina

July 2, 2024

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

David Bryant Trapp,

Plaintiff,

v.

Randall Freeman and Jenna Freeman,

Defendants

IN THE MAGISTRATES COURT
C/A No.: 2023-CV-4310101594

ORDER AND RETURN

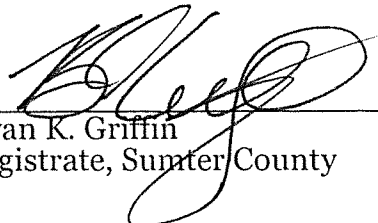
This matter is before the court upon its own motion. As stated in prior pleadings, this action arose out of an Application for Ejectment filed on April 3, 2023. Defendants filed an Answer on April 27, 2023, demanding a jury trial and a pre-trial hearing pursuant to S.C. Code Ann. § 27-40-790 to determine the rent/bond to be paid into Court pending the disposition of this action. I ordered the bond set at \$1,750.00 and payable within five (5) days from the date of the hearing. Additionally, future bond payments were set at \$1,600.00 due and payable on the first of each month and no later than the 10th of each month, beginning on September 1, 2023.

After bond was set, defendants posted their September and October bond timely to the Sumter County Magistrate Court, each in the amount of \$1,600.00 respectively. November bond was not paid or received by the Court by November 10, 2023. Accordingly, a Writ of Ejectment was issued and executed pursuant to S.C. Code Ann. §27-37-160. Subsequently, Defendant Randall Freeman filed an appeal with the Court of Common Pleas. Freeman filed the appeal without his counsel, alleging *inter alia*, that he attempted to pay his bond and was refused by my civil court clerks. Regardless of this appeal's merits, I must allow the defendant to post bond with the court pending the appeal. Accordingly, IT IS ORDERED that defendant post bond as previously ordered for November and December in the amount of Three Thousand Two Hundred Dollars (\$3200.00).¹ If the appeal is not heard before the end of this year, the previous bond

¹ When I was noticed of Freeman's appeal, I requested an affidavit from plaintiff as there was no need for a new bond hearing. The affidavit alleges rent is owed for April, May,

order will be extended into January. Defendant has 5 days from receipt of this order to post bond with the Summary Court. This order shall be sent to defense counsel on Freeman's behalf as he is still counsel of record for the purpose of calculating time. This order shall also serve as the magistrate's return in the event the appeal is conducted by the circuit court. Any failure to post bond will result in the dismissal of the appeal by the trial magistrate as required by statute.

AND IT IS SO ORDERED.


Bryan K. Griffin
Magistrate, Sumter County

Sumter, South Carolina
December 7, 2023

June, and July As the alleged failure to pay rent for those months is an issue on the merits, I think my order is limited to the original ruling in August to the present.

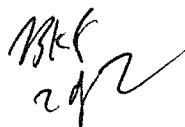




Exhibit A Sumter County Third Judicial Circuit Public Index



[Sumter County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View					
Cahill Law Firm, Llc , plaintiff, et al VS Randal Klint Freeman , defendant, et al					
Case Number:	2023CV4310101594	Court Agency:	Sumter Magistrate Court	Filed Date:	04/03/2023
Case Type:	Civil	Case Sub Type:	Rule to Vacate \$40	File Type:	
Status:	Rescheduled	Assigned Judge:	Gamble, William Mattison		
Disposition:	Find for Plaintiff	Disposition Date:	11/20/2023	Disposition Judge:	Griffin (Magistrate), Bryan Keith
Original Source Doc:		Original Case #:			
Judgment Number:	2023CV4310101594	Court Roster:			

[Case Parties](#)
 [Judgments](#)
 [Tax Map Information](#)
 [Associated Cases](#)
 [Actions](#)
 [Financials](#)

Summary					
Fine/Costs:	\$16,250.00	Total Paid for fine/costs:	\$16,230.00	Balance Due:	\$20.00

Costs				
Description	Cost Code	Amount	Charge Action	Disbursed Amount
Service Fee \$10	SRVFEE	\$20.00		\$0.00
Escrow for Civil Case	ESCROW	\$1,600.00		\$1,600.00
Escrow for Civil Case	ESCROW	\$1,600.00		\$1,600.00
Escrow for Civil Case	ESCROW	\$1,600.00		\$1,600.00
Escrow for Civil Case	ESCROW	\$1,600.00		\$1,600.00
Service Fee \$10	SRVFEE	\$20.00		\$20.00
Service Fee \$10	SRVFEE	\$20.00		\$20.00
Escrow for Civil Case	ESCROW	\$1,600.00		\$1,600.00
Escrow for Civil Case	ESCROW	\$3,200.00		\$3,200.00
Service Fee \$10	SRVFEE	\$0.00		\$0.00
Escrow for Civil Case	ESCROW	\$1,600.00		\$1,600.00
Escrow for Civil Case	ESCROW	\$1,600.00		\$1,600.00
Escrow for Civil Case	ESCROW	\$1,750.00		\$1,750.00
SCJD Filing Fee Other Summary \$10	SCJDFF	\$10.00		\$10.00
Service Fee \$10	SRVFEE	\$10.00		\$10.00
Civil Filing Fee County 44%/100%	CVFFCN	\$20.00		\$20.00

Payments				
Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
06/12/2024	636012	c43zplowde	CV	\$1,600.00
05/08/2024	634626	c43zplowde	CV	\$1,600.00
04/10/2024	633543	c43tjackso	CV	\$1,600.00
03/01/2024	631913	c43tjackso	CV	\$40.00
03/01/2024	631918	c43tjackso	CV	\$1,600.00
01/10/2024	629611	c43tjackso	CV	\$1,600.00
12/13/2023	628663	c43zplowde	CV	\$3,200.00

10/11/2023	625895	c43tjackso	CV	\$1,600.00
09/08/2023	624378	c43rgreen	CV	\$1,600.00
08/11/2023	623222	c43tjackso	ES	\$1,750.00
04/03/2023	617540	c43tjackso	CV	\$40.00