

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

IN THE COURT OF COMMON PLEAS FOR THE  
FIRST JUDICIAL CIRCUIT

**RECEIVED**

**Sep 24 2024**

**SC Court of Appeals**

Elaine C. Rice and , )  
Whitee Dash-Braithwait, )  
 )  
Plaintiffs, )

vs. )

SC Home Holdings, LLC, )

Defendant. )

ORDER ON PLAINTIFFS'  
MOTION TO RECONSIDER  
2020-CP-38-01433

Presiding Judge  
Attorney for Plaintiffs  
Attorney for Defendant  
Date of Hearing  
Court Reporter

James B. Jackson, Jr. Master in Equity  
Russell A. Blanchard, IV  
Spencer Andrew Syrett  
March 12, 2024

This matter came before the Court on Plaintiffs' Motion to Reconsider.

For the reasons set forth below the Court denies the Motion.

The Court finds that it recognized all of the relevant issues and its order more than sufficiently resolves the dispute between the parties in accordance with law and correctly addressing the equities of the case.

Plaintiffs raised the following issues:

**ATTORNEYS FEES**

The finding that the Defendant breached the contract is not sufficient for the Court to award attorneys fees. The standard for the award of attorney fees is whether or not the party achieved success on the merits. The Plaintiffs sought to enforce the contract and purchase a much improved property for the original contract price. The Plaintiffs did not obtain this relief.

Although the Defendant may have breached the contract, the Defendants waited too long to enforce their rights and significant changes in circumstances occurred in the interim.

Ordering the parties to pay their own fees is the only proper resolution of this issue.

#### LOST PROFITS

If the contract had been closed when scheduled, the Plaintiffs would have purchased a property which Plaintiff herself testified that she estimated that she would spend at least \$25,000.00 to renovate it before it could be occupied.

The contract did not close as scheduled and the Plaintiffs did not do any of the improvements. It would be truly inequitable for them to enjoy the improvements and in addition receive the rents on the property when the Defendant is the party who did the renovations and made the property habitable.

#### DEFENDANTS' COUNTERCLAIM

The evidence submitted by the Defendant was sufficient to support the Counterclaim. The expenses did not have to be proved to an exact certainty nor is documentary evidence the only way to prove the costs of the improvements. Plaintiffs objection is to the weight the evidence should be given, not its admissibility. The Plaintiffs did not introduce any evidence contradicting the Defendant's testimony. The Court found the Defendant's testimony to be credible. The Court's finding is correct.

#### SPECIFIC PERFORMANCE

The Court's resolution of the issues regarding the Plaintiff's purchase of the property balances the equities appropriately. In no way should the Plaintiffs be able to purchase a completely renovated property at a price that reflects a dilapidated structure.

The Court's resolution does not unjustly enrich the Defendant. The appraisal might actually result in a loss for the Defendant if it determines that the fair market value is less than its original investment plus the improvements.

#### LACHES

The doctrine of Laches would certainly apply. The Plaintiffs knew the closing date was in May yet but did not take any action for over 3 months to assert their rights. The lawsuit was not filed until December. Plaintiff's testimony that she did not do any inspections of the property after the closing date is simply not credible.

The Defendant had a right to rely on Plaintiffs' inaction when it proceeded to

renovate the housey. Again, the Court's resolution balances the equity appropriately.

#### UNCLEAN HANDS

The facts referred to in Plaintiffs' memorandum as being evidence of unclean hands are not convincing.

"The doctrine of unclean hands precludes a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant." *First Union Nat'l Bank of S.C. v. Soden*, 333 S.C. 554, 568, 511 S.E.2d 372, 379 (Ct.App.1998). "The expression 'clean hands' means a clean record with respect to the transaction with the defendants themselves and not with respect to others." *Arnold v. City of Spartanburg*, 201 S.C. 523, 532, 23 S.E.2d 735, 738 (1943). The rule must be understood to refer to some misconduct concerning the matter in litigation of which the opposing party can, in good conscience, complain in a court of equity. *Id. Wachovia Bank, NA v. Coffey*, 389 S.C. 68, 698 S.E.2d 244 (S.C. App. 2010)

Nothing cited by the Plaintiffs constitute any kind of misrepresentation which would rise to the level of unclean hands.

#### RESTITUTION

Plaintiffs' claim for restitution is misguided. If there is no claim for unjust enrichment, then there is no claim for restitution.

Restitution implies that the Defendant received some kind of benefit provided by the Plaintiffs which would be unjust to retain. Plaintiffs did not provide anything of value to the Defendant. Defendant even sought to refund the earnest money which the Plaintiffs refused to accept. There is no evidence supporting this claim.

#### PLAINTIFFS' SUPPLEMENTAL MEMORANDUM

The fact that the principal member of the Defendant is also a member of an LLC that is a member of Your Midland Real Estate Services LLC does not give any comfort to the Plaintiffs.

There was no independent requirement to disclose any ownership of any entity involved in this action. Plaintiffs did not ask for any information in the discovery.

Simply being a member of an LLC does not give that member knowledge of the day-to-day business of the LLC.

It certainly did not make the Defendant the drawer of the contract.

The contract gave the Plaintiffs the information that the property was subject to a tax deed. There is no conflict between the property being derived from a tax deed and

receiving a general warranty deed. The problem with a tax deed is that the title is not insurable for title insurance purposes. Since a commercial lender ordinarily will not grant a mortgage without title insurance, an action is needed to “clear the tax title.” The purchaser has no claim against a seller who discloses that the property was obtained through a tax deed even if the seller gives a general warranty deed. The contract is not ambiguous and, even if it were, the ambiguity is not relevant to the issues in this action.

The status of the ownership interests alone is not evidence of unclean hands and inequitable dealing.

#### CONCLUSION

Each element of the Plaintiffs’ motion should be denied.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Plaintiffs’ motion is denied.

AND IT IS SO ORDERED.

---

James B. Jackson, Jr.  
Master in Equity for Orangeburg County

August \_\_\_\_\_, 2024



Orangeburg Common Pleas

**Case Caption:** Elaine C Rice , plaintiff, et al VS Sc Home Holdings, Llc

**Case Number:** 2020CP3801433

**Type:** Order/Other

So Ordered

James B. Jackson, Jr. 3077 Master in Equity