

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM RICHLAND COUNTY  
Circuit Court

The Honorable Daniel Coble  
Circuit Court Judge

---

Case No.: 2024-001226

---

**RECEIVED**

APR 07 2025

SC Court of Appeals

Ernest McKnight, Jr..... Appellant,

v.

Home River Group..... Respondents,

---

**THE AMENDED RECORD ON APPEAL**

---

Other Counsel of Record:

Jason Mark Hunter, Esquire  
1640 Saint Julian Place  
Columbia, SC 29204

Attorney for Appellant:

G. Robin Alley, Esquire  
ISAACS & ALLEY.  
P. O. Box 8596  
Columbia, SC 29202-8596

Appellant Ernest McKnight, Jr. submits the following to be included in the Record on Appeal:

**I. ORDERS**

- 1. Bond to Stay Appeal; Filed May 3, 2024. .... 1
- 2. Order Dismissing Appeal, Filed June 12, 2024. .... 2
- 3. Order Denying Motion for Reconsideration; Filed July 19, 2024..... 4

**II. PLEADINGS**

- 1. Notice of Appeal; Filed May 1, 2024, ..... 10

**III. MOTIONS**

- 1. Motion for Reconsideration, Filed June 14, 2024. .... 11

**IV. TRIAL TRANSCRIPT**

..... 14-23

**V. OTHER MATTERS**

- 1. Affidavit of G. Robin Alley; Filed June 28, 2024.. .... 24

I certify that the foregoing Designation of Matters to be Included in the Record on Appeal contains no matter which is irrelevant to this appeal.

s/G. Robin Alley  
G. Robin Alley, Esquire  
ISAACS & ALLEY  
P. O. Box 8596  
Columbia, SC 29202-8596  
(803) 252-6323 (Telephone)  
(803) 252-3612 (Facsimile)  
Attorney for Appellant

April 7, 2025  
Columbia, South Carolina

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF RICHLAND )  
\_\_\_\_\_ )  
)  
)  
)

2023CV4010902025  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

**BOND TO STAY EXECUTION  
ON APPEAL**

Home River Group As Agent For 510  
Sfr Sc Operations I, Llc  
C/O Crawford & Von Keller  
P.O. Box 4216  
Columbia, SC 29240  
(803) 790-2626

**LANDLORD**

Vs

Ernest Mcknight Jr Et Al  
743 Bustling Branch Ln  
Elgin, SC 29045

**TENANT(S)**

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on May 3, 2024, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay \$5,090 by May 6, 2024 and then the monthly rent due on the 5th of each month before 3:00pm of each day.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on May 3, 2024:

\_\_\_\_\_  
Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

May 3, 2024

*Debra Evans Thomas*  
\_\_\_\_\_  
JUDGE *7402*

Pontiac Magistrate  
2500 Decker Blvd  
Columbia, SC 29206  
Phone: (803) 576-2520  
Fax: (803) 576-2522

**CERTIFIED TRUE COPY OF  
ORIGINAL FILED**

**PONTIAC MAGISTRATE  
RICHLAND COUNTY  
SOUTH CAROLINA**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
 )  
Home River Group as Agent )  
For 510 SFR SC Operation I, LLC )  
 )  
PLAINTIFF, )  
 )  
Vs. )  
 )  
Ernest Mcknight Jr Et Al )  
 )  
DEFENDANTS. )  
 )  
\_\_\_\_\_ )

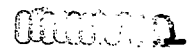
2024CP4002696  
COMMON PLEAS CASE NUMBER  
  
2023CV4010902025  
MAGISTRATE CIVIL CASE NUMBER  
  
DISMISSAL ON APPEAL

This matter is on appeal from the Pontiac Magistrate Court of Richland County, South Carolina. The Honorable Judge Kela Thomas presided over the proceedings.

On December 28, 2023 the Plaintiff filed an Application for Ejectment, and on January 22, 2024, Rule to Vacate or Show Cause (Eviction) was served on the Defendant. In the Plaintiff's Application for Ejectment/Rule to Vacate, the Plaintiff asked the Court to evict the Defendant on the grounds: failure or refusal to pay rent when due or demanded. On January 31, 2024, the Defendant requested a Show Cause hearing.

On March 25, 2024, this matter was heard before me in a bench hearing. Both the Plaintiff and the Defendant had counsel. A finding for the Plaintiff was entered, granting the Plaintiff the right to file a Writ of Ejectment. In response, on May 1, 2024, the Defendant filed a Notice of Appeal with the Court of Common Plea and served same on the Pontiac Magistrate.

On May 3, 2024 before me, a Bond to Stay Execution on Appeal hearing was held. The Defendant was ordered to pay April and May rent of \$5,090 on or before May 25, 2024 by 3:00pm and \$2,495 by the 3:00pm on the 5<sup>th</sup> of every month thereafter.



The Defendant has failed to comply with the above-referenced terms ordered at the May 25, 2024 bond hearing. Therefore, the Defendant's Appeal is dismissed, and a Writ of Ejectment was granted to the Plaintiff. The Magistrate Court is requesting that Ernest McKnight's appeal be dismissed for failure to post the bond amount as required by S.C. Code of Law 27-31-130.

June 7, 2024  
Date

Kela Ewon Thomas  
The Honorable Kela Thomas

ELECTRONICALLY FILED - 2024 Jun 12 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4002696

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
 )  
Ernest McKnight, Jr., )  
 )  
 )  
 )  
Appellant, )  
 )  
vs. )  
 )  
Home River Group, )  
 )  
 )  
Respondent, )  
 )

IN THE COURT OF COMMON PLEAS  
C/A No: 2024-CP-40-02696

Appeal from Magistrate's Case No.:  
2024CV40210902025

**ORDER DENYING APPELLANT'S MOTION  
FOR RECONSIDERATION OF OR RELIEF  
FROM JUDGMENT  
(Rules 52(b); 59; & 60, SCRPC)**

0062-23-0013

This matter comes before me upon Motion of the Appellant Ernest McKnight, Jr. pursuant to Rules 52(b); 59; and 60 of the South Carolina Rules of Civil Procedure, seeking an Order amending the Court's findings, granting a new trial, or relieving Appellant from judgment in the instant case. This matter involves an Application for Ejectment filed in Richland County, SC.

The hearing on Appellant's Motion was held before me on July 9, 2024 online via WebEx. Present and participating in the hearing was Jason M. Hunter of the law firm Crawford & von Keller, LLC for the Respondent. Appellant Ernest McKnight, Jr. was represented by attorney G. Robin Alley of Isaacs & Alley, LLC.

Based upon the proof made of the facts and circumstances alleged in the pleadings, through the uncontested affidavit in support of summary judgment, I find, conclude and order as follows:

**STANDARD**

Rule 52(b) of the South Carolina Rules of Civil Procedure states in relevant part: "[w]hen findings of fact are made in actions tried by the court without a jury, the question of the sufficiency of the evidence to support the findings may thereafter be raised whether or not the party raising the question has made in the trial court an objection to such findings or has made a motion to amend them or a motion for judgment."

"Rule 59(e) of the South Carolina Rules of Civil Procedure provides, 'A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.'" Gobbi v. People's Fed. Bank, No. 2006-UP-245, 2006 S.C. App. Unpub. LEXIS 231, at \*11 (Ct. App. May 16, 2006) (quoting Rule 59(e), SCRPC). Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).<sup>1</sup> Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993).

Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); see also Lyons v. Fid. Nat'l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

The decision to grant or deny a motion made pursuant to Rule 60(b) is within the sound discretion of the trial judge. The appellate standard of review is limited to determining whether there was an abuse of discretion. An abuse of discretion occurs when the order of the court is controlled by an error of law or where the order is based on factual findings that are without evidentiary support. Gainey v. Gainey, 382 S.C. 414, 423, 675 S.E.2d 792, 797 (Ct. App. 2009) (Internal citations omitted).

#### FINDINGS OF FACT

- 1) An Application for Ejectment was filed by Respondent against Appellant in the Richland County Magistrate's Court on December 28, 2023. Said matter was assigned Magistrate's Case No.: 2023CV4010902025.
- 2) On or about March 6, 2024, Appellant, through his counsel filed an Answer and Counterclaim in Case No.: 2023CV4010902025.
- 3) A Consent Order was entered in Case No.: 2023CV4010902025 on April 5, 2024 in which Appellant agreed to vacate the subject premises on or before 5:00pm of Friday, April 19, 2024.
- 4) Appellant failed to vacate the subject premises the Richland County Magistrate's Court issued a Writ of Ejectment in Case No.: 2023CV4010902025 on or about April 24, 2024.
- 5) Prior to Appellant's removal from the subject premises, Appellant filed the instant appeal *pro se* on or about May 1, 2024. Said Appeal was assigned Case No. 2024-CP-40-02696.
- 6) On May 3, 2024, the Richland County Magistrate's Court issued a Bond to Stay Execution on Appeal in Case No. 2024-CP-40-02696.
- 7) Upon Appellant's failure to adhere to the terms of the Bond to Stay Execution on Appeal, the Magistrate's Court had the instant appeal dismissed by the filing of a Dismissal on Appeal submitted June 12, 2024.
- 8) The Writ of Ejectment was subsequently reissued, however, prior to the Appellant's removal from the subject premises Appellant, through his counsel, filed a Motion requesting an Order pursuant to Rules 52(b), 59, and 60, SCRCP.

**CONCLUSIONS OF LAW**

Due to the foregoing, it is therefore ORDERED, ADJUDGED, AND DECREED, that:

a) Appellant's Motion requesting an Order pursuant to Rules 52(b), 59, and 60, SCRCP is DENIED.

b) That Dismissal on Appeal filed on June 12, 2024 stands, and the Clerk of Court is hereby directed to have Case No. 2024-CP-40-02696 marked as DISMISSED in the Public Index.

c) Though no automatic stay was instituted by Appellant's Motion, the Richland County Magistrate's Court has, in deference to this Court, delayed reissuance of the Writ of Ejectment as to Appellant. By this Order the Richland County Magistrate's Court is hereby empowered to reissue said Writ of Ejectment.

AND IT IS SO ORDERED!

**JUDGE'S SIGNATURE PAGE TO FOLLOW**

ELECTRONICALLY FILED - 2024 Jul 19 2:14 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4002696

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-40-02696

ERNEST MCKNIGHT, JR.

APPELLANT

vs.  
HOME RIVER GROUP

RESPONDENT

Submitted by: Crawford & von Keller, LLC Post Office Box 4216, Columbia, SC 29240	Attorney for Respondent
--	-------------------------

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.  See page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other – \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j) SCRPC;  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:

ORDER INFORMATION

This order  ends  does not end the case.

Additional Information for the Clerk: Order Granting Summary Judgment

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
HOME RIVER GROUP	ERNEST MCKNIGHT, JR.	\$Possession Only
		\$
		\$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

ELECTRONICALLY FILED - 2024 Jul 19 2:14 PM - RICHLAND - COMMON PLEAS - CASE#2024CP4002696





Richland Common Pleas

**Case Caption:** Ernest Mcknight Jr VS Home River Group  
**Case Number:** 2024CP4002696  
**Type:** Order/Other

So Ordered

s/ Daniel Coble, 2774

Electronically signed on 2024-07-19 11:59:06 page 6 of 6

STATE OF SOUTH CAROLINA

COUNTY OF Richland

Ernest Mcknight Jr.  
Plaintiff(s)

vs.

Home River Group  
Defendant(s)

Submitted By: Ernest Mcknight Jr.  
Address: 743 Busting Branch Ln  
Elgin, SC 29045

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

**2024CP4002696**

SC Bar #: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Other: \_\_\_\_\_  
E-mail: \_\_\_\_\_

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

**DOCKETING INFORMATION (Check all that apply)**

*\*If Action is Judgment/Settlement do not complete*

- JURY TRIAL** demanded in complaint.       **NON-JURY TRIAL** demanded in complaint.
- This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

**NATURE OF ACTION (Check One Box Below)**

- |   |   |  |   |
|---|---|--|---|
| <p><b>Contracts</b></p> <input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Fraud/Bad Faith (150)<br><input type="checkbox"/> Failure to Deliver/Warranty (160)<br><input type="checkbox"/> Employment Discrim (170)<br><input type="checkbox"/> Employment (180)<br><input type="checkbox"/> Other (199) _____ <p><b>Inmate Petitions</b></p> <input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599) _____ <p><b>Special/Complex /Other</b></p> <input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699) _____<br><input type="checkbox"/> Sexual Predator (510)<br><input type="checkbox"/> Permanent Restraining Order (680)<br><input type="checkbox"/> Interpleader (690) | <p><b>Torts - Professional Malpractice</b></p> <input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20 <u>-NI-</u><br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299) _____ <p><b>Administrative Law/Relief</b></p> <input type="checkbox"/> Reinstate Drv. License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899) _____ <p><b>Pharmaceuticals (630)</b><br/> <b>Unfair Trade Practices (640)</b><br/> <b>Out-of State Depositions (650)</b><br/> <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)<br/> <input type="checkbox"/> Pre-Suit Discovery (670)</p> | <p><b>Torts - Personal Injury</b></p> <input type="checkbox"/> Conversion (310)<br><input type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Assault/Battery (370)<br><input type="checkbox"/> Slander/Libel (380)<br><input type="checkbox"/> Other (399) _____ <p><b>Judgments/Settlements</b></p> <input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Confession of Judgment (770)<br><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)<br><input type="checkbox"/> Incapacitated Adult Settlement (790)<br><input type="checkbox"/> Other (799) _____ | <p><b>Real Property</b></p> <input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (430)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499) _____ <p><b>Appeals</b></p> <input type="checkbox"/> Arbitration (900)<br><input checked="" type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Comm. (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) |
|---|---|--|---|

Submitting Party Signature:

Ernest Mcknight Jr.

Date: May 1, 2024

RICHLAND COUNTY FILED

JEANETTE W. McREYNOLDS  
C.C.P. & F.C.S., & F.C.P.

2024 MAY -1 AM 10:45

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
Ernest McKnight, Jr., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Home River Group, )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

Case No. 2024-CP-40-02696

NOTICE OF MOTION

**TO: DEFENDANT ABOVE NAMED AND THEIR ATTORNEY, CRAWFORD & VON KELLER**

You will please take notice that on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock at \_\_\_\_m. or as soon thereafter as this matter may be heard, Plaintiff Ernest McKnight, Jr, by and through his undersigned attorney, G. Robin Alley, Esquire, will move before The Fifth Judicial Court of Common Pleas, at the Richland County Judicial Center, Columbia, South Carolina, or at another place designated by the Court, for an Order pursuant to Rules 52(b), 59 and 60 of the Rules of Civil Procedure, SCRPC, and pursuant to §27-40-800 of the South Carolina Code of Laws asking this Court to reconsider the ruling in the Magistrate's Court filed June 12, 2024, when the Magistrate's Court did not accept the Plaintiff's money pursuant to the bond to stay the execution on appeal as per the bond issued by The Honorable Kela E. Thomas on May 3, 2024.

1. Judge Thomas' bond issued to stay the execution on appeal between the parties issued May 3, 2024, stated that the Plaintiff Tenant was obligated to pay \$5,090.00 by May 6, 2024, and then the monthly rent due on the 5<sup>th</sup> of each month before 3:00 p.m. of each day. The bond further stated that if Tenant fails to make a rental payment within five (5) days of the due date upon application of the landlord's

stay of execution shall dissolve, the appeal by the tenant's to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the tenants.

2. The Plaintiff, due to unforeseen circumstances at his bank, Navy Credit Union, which had a cyber problem, appeared at office to pay the June rent at 3:05 p.m. The Magistrate would not take that rent because he had not been paid by 3:00 on the 5<sup>th</sup> of the month.

3. The Plaintiff then tendered the rent payment due pursuant to the bond to the Defendant's representative on June 5, 2024, at the offices of Crawford and Von Keller, Attorneys at Law.

4. The Plaintiff is informed and believes that the Defendant had up to five (5) days past June 5<sup>th</sup> to make that payment; that they were present on June 5<sup>th</sup> and, due to exceptional circumstances, were six (6) minutes late. That the Plaintiff had a good faith effort to honor the bond and the Magistrate erred in not accepting the monies for the rent.

5. The Plaintiff seeks this Court to overrule the Magistrate and to accept the monies paid for the June rent and not allow the Defendant to move forward on anything to dissolve Plaintiff's appeal.

6. The Plaintiff moves to dismiss the Order issued by the Magistrate of the Dismissal on Appeal on the grounds that the Magistrate lacked jurisdiction to further rule in this action because the case had been transferred and was before the Circuit Court.

7. Plaintiff moves to dismiss the Order of Dismissal on Appeal by the Magistrate and that the Defendant's had made no motion to dismiss the appeal and the Magistrate cannot *susponde* issue the Order of Dismissal and the Magistrate further lacked jurisdiction to dismiss the appeal.

8. Plaintiff is also informed and believes that the Defendant asked this Court to revisit amount of bond that was initially paid to stay the execution on appeal. The Plaintiff is informed and believes that this bond was excessive and not in accordance

with the statute and would ask this Court to revisit that bond and to set a proper bond which should be the monthly rent going forward beginning May 3, 2024.

9. Plaintiff is informed and believes that this Court should also state what the rent going forward is to be paid by the Plaintiff Tenant pursuant to the execution of bond to stay his execution on appeal.

WHEREFORE, Plaintiff respectfully submits this Motion.

s/G. Robin Alley, Esquire  
S.C. Bar # 342  
Isaacs & Alley, L.L.C.  
P. O. Box 8596  
Columbia, SC 29202-8596  
(803) 252-6323  
gra@isaacsandalley.com  
Attorneys for the Plaintiff

Columbia, South Carolina

June 13, 2024

1 STATE OF SOUTH CAROLINA \* COURT OF COMMON PLEAS

2 COUNTY OF RICHLAND \* TRANSCRIPT OF RECORD

3 -----X

4 ERNEST McKNIGHT, JR., \*

5 \*

6 Plaintiff, \*

7 \*

8 vs. \* Case No. 2024-CP-40-02696

9 \*

10 HOME RIVER GROUP, \*

11 \*

12 Defendant. \*

13 -----X

14 July 8, 2024

15 B E F O R E:

16 The Honorable Daniel Coble, Presiding Judge

17 A P P E A R A N C E S:

18 G. Robin Alley, Esq.  
19 Attorney for the Plaintiff

20 Jason Mark Hunter, Esq.  
21 Attorney for the Defendant

22 Recorded by: Webex Recording

23 Transcribed by: Bobbi Fisher, RPR  
24 SC Official Court Reporter III

25

## I N D E X

1		
2	DESCRIPTION	PAGE
3	Proceedings	3
4		
5		
6		
7		
8		
9		

## E X H I B I T S

(None.)

## COURT REPORTER LEGEND

19		
20	Dash (--)	Indicates an interruption in speech
21	Ellipses (...)	Indicates trailing off in speech
22	(ph)	Indicates phonetic word
23	[Verbatim]	Indicates the word is said as written
24	(Indiscernible)	[Transcription] Indicates word(s) is not known due to audio recording quality
25		

## P R O C E E D I N G S

1  
2 THE COURT: All right. Our final motion, No. 18,  
3 Ernest McKnight versus Home River Group, 2024-CP-40-2696.

4 All right, Mr. Alley, this is, I believe, your  
5 motion; correct?

6 MR. ALLEY: It is, Your Honor.

7 THE COURT: All right. Mr. Hunter, you can hear us  
8 okay?

9 MR. HUNTER: Yes, Your Honor. Thank you.

10 THE COURT: All right. You can go right ahead,  
11 Mr. Alley.

12 MR. ALLEY: Thank you, Your Honor. And one thing I  
13 will note for the Court, if you had looked at this file  
14 before, I believe the bond to stay the execution on  
15 appeal, it was supposed to be filed with my motion as an  
16 exhibit, and I looked and it wasn't, so we filed it today.

17 Basically, Your Honor, my client and the defendant,  
18 we did enter a consent order in magistrate court to  
19 resolve the matter, but my client then filed an appeal  
20 himself prior to the -- prior to the resolution, but I  
21 didn't get relieved so I'm on it and I'm still  
22 representing him.

23 But, basically, on the appeal, there was a bond to  
24 stay the execution where -- I see Judge Thomas but I don't  
25 that -- I see she's on here; I don't see her. But Judge

1 Thomas did a bond to stay the execution with showing the  
2 requirements of what he'd have to do to continue for his  
3 appeal until the appeal was heard and stay where the -- to  
4 stay in the property.

5 And it's clear. I can quote, but I mean, on the  
6 bond that she signed, it says that, "If tenant fails to  
7 make any rental payment within five days of the due date  
8 and upon application of the landlord, the stay of  
9 execution shall dissolve."

10 Well, he went to pay the -- he was -- the judge  
11 ordered to pay on the fifth day on each month by 3 p.m. so  
12 he would have had five extra days, according to the bond.  
13 He was, like, ten minutes late, and the Court wouldn't  
14 accept the bond.

15 And there was no motion by the tenant made, no  
16 application at that time. The judge, sua sponte, issued  
17 her own motion to dismiss the appeal, and the appeal had  
18 already gone to circuit court. And I think the proper way  
19 would have been to handle is the tenant -- the landlord  
20 would have had to file, in this court, for the application  
21 to dissolve it. Because once it got appealed and it came  
22 to your court, I believe she would have lost jurisdiction.

23 I don't know who to ask to redo her order of  
24 dismissal, but I do not believe it's proper. I mean,  
25 Mr. McKnight just had -- I mean, not just -- just had

1 emergency surgery and in the hospital. But he complied  
2 with the bond. He paid it on -- he was there to pay it on  
3 that day. He was late on the time, but the bond that the  
4 judge signed herself says he has five days after that.  
5 And there had been no application by the landlord to  
6 dissolve it.

7 So I'm just asking for that order to be dismissed,  
8 him to be allowed to pay. He was there to pay. I don't  
9 think Judge Thomas would deny that he was there to pay,  
10 but she said that he was ten minutes late to pay and she  
11 would not accept it. And it's clear on the bond that he  
12 has five days.

13 THE COURT: All right. Thank you.

14 Mr. Hunter?

15 MR. HUNTER: Thank you, Your Honor.

16 And I'll just note, this is unusual. I know  
17 Mr. Alley is kind of along for the ride here, but this is  
18 just an eviction case. It was settled. We all filed a  
19 settlement. And then the appellant, Mr. McKnight, is  
20 apparently appealing his own order that he agreed to.

21 At any rate, he's about \$30,000 behind in rent, by  
22 the way, at this moment.

23 Your Honor, you know, the Court -- the magistrate  
24 court, in issuing the order, once this appeal was filed  
25 pro se, they just copied -- it's S.C. Code 27-4800(C) --

1       yeah, (C) -- as the form that they have to use. And I did  
2       include -- I filed an affidavit, and I did include with it  
3       the bond to stay order, and it says you got to pay the  
4       rent due on the fifth of each month before 3 p.m. And at  
5       the bottom, it has the statutory language.

6               It says -- and I will quote -- it says, "If tenant  
7       fails to make any rental payment within five days of the  
8       due date," the due date is the first, it says -- in the  
9       lease, it says pay on or before the first.

10              So I don't think there's -- I mean, I understand  
11       Mr. Alley's got to interpret this, you know, in the best  
12       light for his client, but it's pretty clear it says it's  
13       due on five -- on the fifth of the month before 3 p.m.

14              He was late, as I understand it. I was in court, I  
15       believe, this day. But he -- the tenant was late, and he  
16       tried to come pay it at my law office, and my colleague  
17       would not accept it because it was in violation of the  
18       order.

19              THE COURT: How late was he?

20              MR. HUNTER: According to the defendant, he was  
21       five -- six minutes late or something. I don't know what  
22       time he showed up at my office.

23              Now, Your Honor, if we're going to be technical,  
24       which Mr. Alley is being rather technical here, he didn't  
25       sign the undertaking. 27-4800(B) says that a tenant must

1 sign an undertaking. He did not sign the document.  
2 Because I don't think that the defendant bothered to show  
3 up to the bond hearing. I mean, to be in statutory  
4 compliance, you have got to sign the undertaking.

5 And regarding the magistrate's authority to dismiss  
6 the circuit court appeal, it's just like if there's a bond  
7 set by the -- and the bond is lawfully set by the  
8 magistrate court in this case under the statute. But it's  
9 just like in circuit court. If the circuit court case is  
10 appealed to the Court of Appeals and a supersedeas bond is  
11 set, that bond is set by the circuit court and the case --  
12 the appeal is dismissed or the stay is dissolved by the  
13 circuit court.

14 So everything is proper here, Your Honor. And if  
15 this is something that's important to the appellant which,  
16 you know, according to him it is, you can pay before the  
17 fifth. There's nothing stopping that from happening. You  
18 don't have to push it to the absolute limit.

19 So our position is he's in violation of the order.  
20 He's \$30,000 behind. He's appealed a dismissal of his own  
21 order. His attorney signed it. He agreed to the terms.  
22 He failed to leave the property when he agreed to.

23 So I don't think this -- I think the motion to  
24 reconsider should be denied, Your Honor.

25 THE COURT: Mr. Alley?

1 MR. ALLEY: Your Honor, I think the language is  
2 pretty clear. I don't read anywhere -- you can read it --  
3 I'm a little slow; I just went to Clemson -- but I don't  
4 see where it says the first anywhere on that. It says  
5 five days to pay the rent. And I think you can clearly  
6 interpret that as five days from the judge's order.

7 And it also says upon application of the landlord.  
8 There was no application from the landlord, and the judge  
9 sua sponte dismissed it.

10 MR. HUNTER: Your Honor, if I can --

11 MR. ALLEY: And I don't think that's proper.

12 MR. HUNTER: If I could address. We did email the  
13 Court. So that was, you know -- magistrate court is  
14 rather informal.

15 MR. ALLEY: I just don't think that's proper. I  
16 think he had five days to pay on a grace period, and I  
17 believe that's the way I read it. If it wasn't necessary,  
18 it wouldn't have been put in the bond to stay. Thank you.

19 THE COURT: All right. Let me take this under  
20 advisement and review the orders, law, and I will have a  
21 decision to you-all shortly.

22 MR. HUNTER: Thank you, Judge.

23 MR. ALLEY: Thank you, Your Honor. I appreciate  
24 your time.

25 THE COURT: All right. Thank you for being here.

(The above matter concluded.)

\* \* \* \*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CERTIFICATE OF TRANSCRIBER

CASE NAME/NUMBER: Ernest McKnight v. Home River Group

2024-CP-40-02696

DATE OF HEARING: 7/8/24

COURT REPORTER/MONITOR: Webex Recording

\*\*\*\*\*

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information, and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.

*Bobbi Fisher*

/s/ Bobbi Fisher \_\_\_\_\_

Bobbi Fisher, RPR and Certified Transcriber

Date Submitted: 9/3/24

NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT." ALL REQUESTS FOR COPIES OF THE ATTACHED TRANSCRIPT (FORM 800) FROM OPPOSING PARTY OR NON-PARTIES MUST BE SENT TO THIS REPORTER AT BFISHER@SCCOURTS.ORG.