

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )  
 )  
JAZZIMINE STEVENS, and ARTHUR )  
BRAXTON, )  
 )  
Plaintiffs/Appellants, )  
 )  
v. )  
 )  
AMAZING GRACE INVESTMENTS, )  
 )  
Defendant/Appellee. )

IN THE COURT OF COMMON PLEAS

SECOND JUDICIAL CIRCUIT

Case Number: 2024-CP-02-01033

FINAL ORDER

Plaintiff/Appellants' Attorney: *Pro Se*  
Defendant/Appellee's Attorney: Jason R. Graves  
Hearing Date: March 17, 2025  
Judge: Honorable Walton J. McLeod, IV  
Court Reporter: SC Digital Courtroom Recorder Project

This matter comes before the Court as an appeal of the entry of a writ of ejectment against Plaintiff/Appellants Jazzimine Stevens and Arthur Braxton (“Plaintiffs”) and for hearing on Plaintiffs’ motion to reconsider the lifting of the stay execution of the writ of ejectment as mandated by the South Carolina Court of Appeals in its Order dated February 24, 2025. A consolidated hearing was held on both of these issues on March 17, 2025. Plaintiff Jazzmine Stevens appeared *pro se*, Plaintiff Arthur Braxton did not appear, and principals for Defendant/Appellee, Amazing Grace Investments (“Defendant”), appeared along with its counsel of record, Jason R. Graves. The Court heard testimony from each party and tangible exhibits were admitted into the record. Upon consideration of the pleadings, testimony, proposed orders submitted by both parties, and other evidence of record, I make the following findings:

**RECEIVED**  
**May 06 2025**  
SC Court of Appeals

## **PROCEDURAL HISTORY AND FINDINGS OF FACT**

The procedural history of this case is lengthy.

1. The Initial Ejectment Proceeding.

On March 27, 2024, Defendant filed a *pro se* application for writ of ejectment in the Midland Valley Summary Court, Case Number 2024CV0210700265, seeking a writ of ejectment for property located at 37 Storm Branch Road, Beech Island, Aiken County, South Carolina 29842 (the “Premises”) based on unpaid rent owed. At a hearing held on April 26, 2024, Plaintiffs disputed the amount of rent owed, but the Summary Court found that Defendant provided sufficient evidence that rent was unpaid, and that Plaintiffs failed to produce evidence to support allegations that they made payments that were not credited towards rent and late fees. The Summary Court entered a writ of ejectment on April 26, 2024, and provided Plaintiffs until April 30, 2024, to vacate prior to execution of the writ of ejectment.

2. The Circuit Court Appeal.

Plaintiffs subsequently filed a notice of appeal to this Court on April 26, 2024, alleging that the Summary Court erred in finding that Plaintiffs owed rent. Plaintiffs also filed a bond to stay execution of appeal on April 26, 2024, with the Midland Valley Summary Court affirming that Plaintiffs would make monthly rental payments in the amount of \$700.00 to Defendant on the first day of each month while the appeal was pending, and the Summary Court granted stay of execution based on Plaintiffs’ filing. The Summary Court further ordered that Plaintiffs’ failure to make payments within five days of the due date would result in execution of the writ of ejectment.

3. The Stay of Execution Is Lifted the First Time.

On July 17, 2024, Defendant retained counsel who entered appearance and made an application to the Summary Court for dissolution of the stay of execution based on Plaintiffs’

failure to make payments during the pendency of the appeal. The Summary Court issued summons to the parties to appear and show cause on July 24, 2024. Plaintiffs did not appear at the hearing, and the Summary Court lifted the stay of execution and issued a writ of ejectment.

4. The Bankruptcy Action.

Meanwhile, this Court scheduled a hearing on Plaintiffs' appeal for July 31, 2024. However, prior to this Court's hearing and prior to the Summary Court's lifting of the stay of execution, Plaintiffs filed a petition with the United States Bankruptcy Court for the District of South Carolina, Case Number 24-02621-hb, seeking Chapter 13 protection. In response, Defendant notified the Summary Court of the bankruptcy filing which halted the execution of the writ of ejectment. Defendant also filed a motion to stay the proceedings in this Court on July 29, 2024 based on the automatic stay issued in the bankruptcy proceeding. See, 11 U.S.C. § 362(a)(3) (providing the filing of a bankruptcy petition under Chapter 13 operates as an automatic stay on any act to obtain possession of property of the estate). In response, this Court entered an order on August 20, 2024 staying this appeal until resolution of the Bankruptcy Court's automatic stay.

Of import, Plaintiffs filed a summary of assets and liabilities in the bankruptcy matter on August 18, 2024, showing, among other things, a schedule of unsecured creditors and the amounts owed as of the time of filing of the bankruptcy petition. The bankruptcy petition, schedule, and order granting relief from the automatic stay were collectively admitted into evidence at the hearing held in this Court on March 17, 2025, as Defendant's Exhibit 1. In the schedule of unsecured creditors ("Bankruptcy Schedule") filed with the Bankruptcy Court, Plaintiffs asserted that the Plaintiffs owed \$4,185.00 to Defendant at the time of filing.

Defendant retained separate counsel in the bankruptcy matter to seek relief from the automatic stay issued by the Bankruptcy Court. Defendant then filed a motion seeking relief from

the automatic bankruptcy stay on September 16, 2024, and the Bankruptcy Court entered an order granting relief from the automatic stay on October 4, 2024. (Defendant's Exhibit 1).

5. The Stay of Execution Is Lifted a Second Time.

In response, Defendant once again requested execution of the writ of ejectment from the Summary Court. In response, the Summary Court entered an order of noncompliance on October 24, 2024. This Court in turn dismissed Plaintiffs' appeal on October 24, 2024 authorizing the execution of the writ of ejectment.

6. Plaintiffs Appeal to the South Carolina Court of Appeals.

Prior to execution of the writ, Plaintiffs filed a notice of appeal to the South Carolina Court of Appeals, Case Number 2024-001844, on October 31, 2024. The Court of Appeals entered an Order on October 31, 2024, granting Plaintiffs' motion to stay the execution of the writ of ejectment and ordered an expedited hearing on Plaintiffs' motion to stay the execution of the writ. The Court of Appeals further ordered Plaintiffs to provide status updates to it every thirty days and to provide the Court of Appeals with a copy of this Court's order on the motion to stay within ten days of its entry.

7. Delay in This Court's Hearing.

In response, this Court set this matter for hearing on December 17, 2024. Plaintiffs filed a motion to continue on December 10, 2024, but Plaintiffs' motion contains no indication that it was served on Defendant. Plaintiffs alleged that a continuance was needed to obtain additional documents prior to hearing. This Court rescheduled the hearing for January 22, 2025. Plaintiffs again filed a motion to continue on January 15, 2025, with no indication concerning service on Defendant. Plaintiffs alleged that a continuance was needed obtain funds to hire an attorney and due to a death in the family. This matter was again reset for February 11, 2025. Plaintiffs again

filed another request for continuance on February 6, 2025 with no proof of service alleging that Plaintiff Stevens was in an automobile accident and required surgery the day before the scheduled hearing.

8. The Court of Appeals Briefly Dismisses Plaintiffs' Appeal

On February 18, 2025, the Court of Appeals entered an Order indicating that it sent a letter to Plaintiffs on January 16, 2025 informing Plaintiffs that they failed to provide court-ordered status updates, and that Plaintiffs have generally failed to comply with the Court of Appeals' original order requiring updates. The February 18, 2025, Order dismissed Plaintiffs' appeal for noncompliance with that Court's mandates. In response, this Court affirmed the Summary Court's decision and remanded the case to the Summary Court for execution of the writ of ejectment.

In response, Plaintiffs filed a motion seeking reinstatement of the appeal to the South Carolina Court of Appeals. On February 24, 2025, the Court of Appeals granted Plaintiffs' motion to reinstate the appeal and further ordered an expedited hearing on the motion to stay execution. This Order also required Plaintiffs to provide status updates to the Court of Appeals every thirty days. The Order further provides that Plaintiffs are to forward a copy of this Court's order on Plaintiffs' motion to stay to the Court of Appeals within ten days of notice of such an order.

9. Findings of Fact.

The Court has reviewed the underlying lease for the Premises which is part of the Summary Court's record on appeal, and the Court notes that the lease provides that Plaintiffs were to pay \$700.00 per month to Defendant due on the first day of each month. The lease further provides that a \$30 late fee will apply each day if rent is not paid by the fifth day of the month. However, the Defendant capped Plaintiffs' late fees at \$175.00 as a concession in the hopes that Plaintiffs would be able to catch up on rent.

The Summary Court found that Plaintiffs carried a \$15.00 balance from December of 2023 and further found that four months' rent from the following January until April totaled \$2,800. With the added late fees, the Summary Court found Plaintiffs owed \$2,990.00 from December, 2023 to the time of the Summary Court hearing in April, 2024. Plaintiffs asserted that they paid a total of \$2,985.00 during that time period. However, Plaintiffs admitted that one \$800 receipt was written by Plaintiffs and Defendant disputed that payment. The Summary Court did not credit the \$800.00 payment because Plaintiffs could not produce a receipt issued by Defendant to support that payment. The Summary Court further found that, even if the \$800.00 payment was credited, Plaintiffs would still be in arrears due to the late fees and carryover balance from December. Based on these facts, the Summary Court found that Plaintiffs owed rent to Defendant and granted the ejectment for nonpayment of rent.

In reviewing the Bankruptcy Schedule, Plaintiffs asserted to the Bankruptcy Court that they owed Defendant \$4,185.00 as of the filing of the bankruptcy petition on July 22, 2024. Considering Plaintiffs' rent was \$700.00 per month, this amount would reflect an arrearage of five full months' rent with an additional arrearage of \$685.00 for a portion of a sixth month's rent. Therefore, Plaintiffs' Bankruptcy Schedule indicates that Plaintiffs had a rental arrearage dating back to February of 2024 at the time of filing. Even if Plaintiffs' assertion of the amount owed to Defendant in the Bankruptcy Schedule is construed as being the amount owed on the date of filing of the Bankruptcy Schedule, i.e. the amount owed on August 19, 2024, the arrearage would still date back to March of 2024. Under either calculation, the Bankruptcy Schedule indicates that Plaintiffs owed Defendants rent prior to the Summary Court's ruling on April 26, 2024. Moreover, the Bankruptcy Schedule indicates that Plaintiffs did not pay rent to Defendants following the entry of the writ of ejectment as required by the bond to stay execution of the writ. The Bankruptcy

Schedule includes a declaration indicating that the contents of the schedule are true and correct under penalty of perjury.

### **CONCLUSIONS OF LAW**

The appeal of the Summary Court's decision is proper before this Court pursuant to S.C. Code Ann. § 27-37-120 and § 18-7-10. The Summary Court's bond to stay execution of the writ is also proper pursuant to S.C. Code Ann. § 27-37-130 and § 27-40-800. This Court has plenary authority to review the factual findings and legal conclusions of the Summary Court on both of these issues. See, Wright v. Ritz Theatre Co., 211 S.C. 161, 164 (1947) (“[T]he County Court had plenary jurisdiction to review the factual and legal findings of the Magistrate.”).

Ejectment, also known as an eviction action, may be granted when the tenant fails to pay rent when due. See, S.C. Code Ann. § 27-37-10(A) (“The tenant may be ejected upon application of the landlord or his agent when (1) the tenant fails or refuses to pay the rent when due or when demanded.”). The Court finds that Plaintiffs have failed to pay rent when due based on the record provided by the Summary Court. In addition, Plaintiffs provided no evidence at the hearing in this matter in the form of receipts disputing the Summary Court's findings regarding nonpayment of rent. See, S.C. Code Ann. § 27-40-790 (providing tenant may show proof of payment by receipt or cancelled check indicating payment has been made to the landlord). Plaintiffs have also failed to show any error in the Summary Court's application of law in its findings, and this Court therefore affirms the Summary Court's ruling to grant ejectment for nonpayment of rent.

In addition, failure by a tenant make monthly rental payments during the pendency of an appeal to the Circuit Court to stay execution of the writ of ejectment, may permit the Summary Court to issue a warrant of ejectment upon application by the landlord. S.C. Code Ann. § 27-40-800(e). Defendant's application to proceed with ejectment due to Plaintiffs' failure to pay during

the pendency of the appeal is proper and is supported by the evidence. Plaintiffs did not offer any evidence showing payment during the pendency of the appeal to show that the Summary Court erred in issuing the warrant of ejectment after Plaintiffs appealed to this Court. Therefore, the Court also affirms the Summary Court's dissolution of the stay of execution.

While the Court finds no error on the part of the Summary Court, this Court further finds that the doctrine of judicial estoppel also bars Plaintiffs' assertion that no rental arrearage was owed to Plaintiffs or that the Summary Court erred in finding that Plaintiffs made payments during this appeal to prevent execution of the writ of ejectment. "[T]he following elements are necessary for the doctrine of judicial estoppel to apply: (1) two inconsistent positions taken by the same party or parties in privity with one another; (2) the positions must be taken in the same or related proceedings involving the same party or parties in privity with each other; (3) the party taking the position must have been successful in maintaining that position and have received some benefit; (4) the inconsistency must be part of an intentional effort to mislead the court; and (5) the two positions must be totally inconsistent." Simpson v. Simpson, 404 S.C. 563, 575 (Ct. App. 2013).

Here, each element of judicial estoppel applies. Plaintiffs assertion in this matter that rental payments were made are inconsistent with their position that \$4,185.00 was owed to Defendant in the bankruptcy action. The bankruptcy proceeding and the ejectment proceeding are related to one another because the evidence suggests that the bankruptcy action was filed with the specific purpose of halting the execution of the writ of ejectment based on the filing of the bankruptcy action days after the stay of execution was lifted. Plaintiffs were successful in maintaining their position in the bankruptcy proceeding because identifying Defendant's claim in the bankruptcy proceeding halted the execution of the writ of ejectment, albeit only temporarily.

The Court finds that the inconsistent assertions were intentional on the part of Plaintiffs to mislead the courts because in their notice of appeal to this Court filed on April asserts that Plaintiffs paid over \$5600 and that no arrearage was owed as of that date. However, just under four months later, Plaintiffs asserted that they actually owed Defendants \$4,185.00. In addition, the timing of the filing of the bankruptcy action, days after the Summary Court lifted the stay on execution of the writ of ejectment, is evidence that Plaintiff's filed the bankruptcy action for the sole purpose of thwarting the ejectment. Plaintiffs also sought multiple continuances to prolong resolution of this matter after the Court of Appeals mandated an expedited hearing which provides further evidence that Plaintiffs' primary intentions since April of 2024 are to prolong execution of the writ of ejectment for as long as possible. For example, Plaintiff's December, 2024 continuance request was made to allow Plaintiffs to procure additional documents to support their case. However, Plaintiffs provided no admissible documentary evidence at the hearing before this Court. Plaintiffs also sought a continuance to hire counsel in January of 2025, and Plaintiffs have failed to secure counsel as indicated. Thus, the evidence shows that Plaintiffs' intentions in asserting the inconsistent position that money was owed in their bankruptcy filing was made to mislead both courts as a further tactic to simply prolong ejectment.

Lastly, the position taken in the Summary Court, both with regard to arrearage owed at the time the ejectment action was filed and at the time the Summary Court lifted the stay of execution, is wholly inconsistent with the position taken in the bankruptcy action for the reasons previously discussed. Thus, the doctrine of judicial estoppel bars Plaintiffs from taking the position that 1) the Summary Court erred in finding that Plaintiffs owed rent at the time the ejectment was granted, and 2) that the Summary Court erred in finding that Plaintiffs failed to make sufficient monthly

payments during this appeal to prevent execution of the writ of ejectment. Therefore, the Summary Court's findings on both of these issues are affirmed for this additional reason.

**CONCLUSION**

For the foregoing reasons, the Summary Court's grant of the writ of ejectment is affirmed, and the Summary Court's dissolution of the stay of execution of the writ of ejectment is also affirmed. Plaintiffs' motion for reconsideration is also hereby denied for these reasons. In accordance with the Court of Appeals' Order of February 24, 2025, Plaintiffs are Ordered to provide the Court of Appeals with a copy of this Order within ten days of notice of filing of this Order. Subject to remitter or further order of the Court of Appeals, the Midland Valley Summary Court is ordered to proceed with execution of the writ of ejectment without further delay.

**IT IS SO ORDERED.**

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Aiken Common Pleas

**Case Caption:** Jazzime Stevens , plaintiff, et al VS Amazing Grace Investments

**Case Number:** 2024CP0201033

**Type:** Order/Other

It Is So Ordered

s/ Walton J. McLeod