

RECEIVED

Dec 11 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

James O. Spence, Circuit Court Judge

Case No. 2022-CP-3202217

Dennis Gilpatrick.....Appellant,

v.

Gregory Lucas.....Respondent.

Appellate Case No. 2025-001607

MOTION TO REMAND

Appellant Dennis Gilpatrick, by and through undersigned counsel, filed his Initial Brief and Designation of Matters to be included in the Record on Appeal on October 24, 2025. Respondent Gregory Lucas's Initial Brief was due November 24, 2025; however, Appellant has not yet received Respondent's Initial Brief (S.C. App. Ct. R. 208). Since that time, the Honorable James O. Spence, Master-in-Equity for Lexington County, reviewed submissions including Appellant's motion for reconsideration (attached as Exhibit, pages 3-80) including the Appellant's Initial Reply Brief (attached as Exhibit, pages 67-80) and vacated an Order dismissing the appeal with the statement: "The Court takes full responsibility for this error" (attached as Exhibit, pages 1-2).

Based on the Honorable James O. Spence's acknowledgement of error, the Appellant moves the Court of Appeals to exercise its discretion to remand the case to the Honorable James O. Spence Master- in-Equity for reconsideration of the matters raised in the case. "Upon the failure of respondent to timely file a brief, the appellate court may take such action as it deems proper." S.C. App. Ct. R. 208.

The Court of Appeals may take such action with an appeal as it deems proper, even reversal. "Respondent Turner did not file a brief with this Court. Her failure to do so allows this Court to take such action upon the appeal as it deems proper. This failure alone would justify a reversal." *Turner v. Santee Cement Carriers, Inc.*, 282 S.E.2d 858, 277 S.C. 91 (S.C. 1981), 96.

Wherefore, Appellants move the Court of Appeals to remand the appeal back to the Honorable James O. Spence, Master-in-Equity for Lexington County, to reconsider the matters raised in the case.

December 10, 2025

s/ Rolf M. Baghdady
Rolf M. Baghdady / SC Bar # 0464
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118 Cobblestone Court
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Attorney for Appellant

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTONJUDGMENT IN A CIVIL CASE
CASE NUMBER 2022-CP-32-02217/Appellate Case
2025-001607

IN THE COURT OF COMMON PLEAS

Dennis Gilpatrick

Gregory Lucas

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Court

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

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), 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:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

Additional Information for the Clerk: _____

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)
If applicable, describe the property, including tax map information and address, referenced in the order:		

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.



Master In Equity Court Judge

3068

Judge Code

November 21
2025

Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Rolf M. Baghdady, Esq.(Gilpatrick/Tenant)

Ted Von Keller, Esq. (Lucas/Landlord)

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Lisa M. Comer - Clerk of Court

Court Reporter: None /Rule 59 (f)

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

The Court previously issued an Order on this contested Lease case in favor of Lucas (Landlord). After Gilpatrick (Tenant) failed to post bond etc., Lucas submitted an Order dismissing the Appeal which the Court signed. Thereafter, Gilpatrick filed a Rule 59 Motion to Reconsider.

Having read and reviewed the Rule 59 Reconsideration filings and conducting further research, the Court grants the Motion for Reconsideration and vacates the October 24, 2025 Order Dismissing Appeal.

The Court takes full responsibility for this error.

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Dennis Gilpatrick,

Plaintiff,

v.

Gregory Lucas,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO: 2022-CP-32-02217

**MOTION TO RECONSIDER
DISMISSAL OF APPEAL**

NOW COMES the Plaintiff Dennis Gilpatrick [hereinafter referred to as "Plaintiff"], by and through undersigned counsel, Rolf M. Baghdady, and pursuant to Rules 59 and 60 of the South Carolina Rules of Civil Procedure and submits Motion to Reconsider Dismissal of Appeal to correct which of the two consolidated actions is dismissed.

The facts are as follows:

1. The Order fails to distinguish between the two independent actions that were consolidated.

The fundamental and most important facts in the record are that Plaintiff filed his action in the Court of Common Pleas under civil action no: 2022-CP-32-02217 on July 1, 2022. (Page 1 of copy attached.)

Subsequently, Defendant Gregory Lucas filed his Rule to Vacate in Magistrate's Court July 19, 2022. (Copy of Index and Rule to Vacate attached as pages 7 and 8 respectively.) The Magistrate's Court Rule to Vacate matter was transferred to Circuit Court captioned as *Gregory Lucas vs. Dennis James Gilpatrick*, civil action no: 2022-CP-3202944. (Copy of index page of transfer at page 44 of attachment.)

Judge McCaslin consolidated the two (2) actions via a Common Pleas Order filed December 27, 2023. (Copy at page 45 attached.)

S.C. R. Civ. P. 42(a) provides in 2023:

(a) Consolidation. When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all matters in issue in the action; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay. (b) Separate Trials. The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any claim, cross-claim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims, counterclaims, third-party claims, or issues, always preserving inviolate the right of trial by jury as declared by the Constitution or as given by a statute of the State. S.C. R. Civ. P. 42 (2023).

Significantly, the Note provides:

S.C. R. Civ. P. 42 Note: This Rule 42 is substantially identical with the Federal Rule. Rule 42(b) as to ordering separate trials is similar to State procedure, under Code §15-27-20. Rule 42(a) as to consolidation of cases for trial is new to State procedure, but a valuable and needed addition. **The parties and pleadings are not merged, and each action retains its own identity**; but consolidation for trial can save much time and cost, as when all claims arise out of one auto accident, or several claims are based upon identical contracts.(emphasis added)

The rule in the 2025 edition is the same.

- (a) Consolidation. When actions involving a common question of law or fact are pending before the court, it may order a joint hearing or trial of any or all matters in issue in the action; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay.
- (b) Separate Trials. The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any claim, cross-claim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims, counterclaims, third-party claims, or issues, always preserving inviolate the right of trial by jury as declared by the Constitution or as given by a statute of the State. Cite as S.C. R. Civ. P. 42.

Note: This Rule 42 is substantially identical with the Federal Rule. Rule 42(b) as to ordering separate trials is similar to State procedure, under Code §15-27-20. Rule 42(a) as to consolidation of cases for trial is new to State procedure, but a valuable and needed addition. **The parties and**

pleadings are not merged, and each action retains its own identity; but consolidation for trial can save much time and cost, as when all claims arise out of one auto accident, or several claims are based upon identical contracts. S.C. R. Civ. P. 42(2025) (Emphasis added.)

There was no merger of actions. Even after consolidation, the parties and pleadings are not merged, and each action retains its own identity (*Ellis by Ellis v. Oliver*, 415 S.E.2d 400, 307 S.C. 365 (S.C. 1992); *Keels v. Pierce*, 433 S.E.2d 902, 315 S.C. 339 (S.C. App. 1993)).

Consolidation under Rule 42(a), SCRCPP, may be ordered whenever actions involving a common question of law or fact are pending before the court. *Ellis by Ellis v. Oliver*, 307 S.C. 365, 415 S.E.2d 400 (1992). Under a consolidation order, the parties and the pleadings are not merged, and each action retains its own identity. Id. *Keels v. Pierce*, 433 S.E.2d 902, 315 S.C. 339 (S.C. App. 1993), 342. (Copies of cases attached at pages 48 and 51.)

Plaintiff continues to object to a dismissal of the claims on appeal raised in the Summons and Complaint (attached at page 55), especially as to the right to title arising out of the right of redemption of Kristin Gilpatrick, Plaintiff's former spouse, assigned by quit claim to Plaintiff in the Installment Land Sale Contract.

2. No appeal of the issues raised in the application/writ of ejectment.

Furthermore, there is no pending appeal of the application of ejectment decided in the matter arising from the case in which Defendant Lucas filed his Rule to Vacate in Magistrate's Court July 19, 2022. The Magistrate's Court rule to vacate matter was transferred to Circuit Court captioned as *Gregory Lucas vs. Dennis James Gilpatrick*, civil action no: 2022-CP-3202944. (Copy of Index and Rule to Vacate attached as pages 7 and 8 respectively.) (Copy of Appellant's Brief attached at page 61.)

And in fact, Appellant Dennis Gilpatrick has vacated the property.

Therefore, there is no appeal of an application or writ of ejectment to dismiss. Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal (S.C. App. Ct. R. 208).

WHEREFORE, Plaintiff prays the Court reconsider its dismissal of the appeal filed October 24, 2025 and indicate it applies exclusively to any issues arising out of the application and writ of ejectment in *Gregory Lucas vs. Dennis James Gilpatrick*, civil action no: 2022-CP-3202944.

November 3, 2025
Chapin, South Carolina

s/ Rolf M. Baghdady
Rolf M. Baghdady (SC Bar # 0464)
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ATTORNEY FOR PLAINTIFF



Lexington County Eleventh Judicial Circuit Public Index



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Switch View

Dennis Gilpatrick VS Gregory Lucas

Case Number:	2022CP3202217	Court Agency:	Common Pleas	Filed Date:	07/01/2022
Case Type:	Common Pleas	Case Sub Type:	Real Prop/Other 499	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Judgment	Disposition Date:	07/30/2025	Disposition Judge:	Spence, James O
Original Source Doc:		Original Case #:			
Judgment Number:	2022CP3202217	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Lucas, Gregory	NEF(10-20-2025 03:45:25 PM) Master/Order/Writ of Assista...	Filing		10/20/2025-15:45		
Lucas, Gregory	Master/Order/Writ of Assistance	Order		10/20/2025-15:45		
Lucas, Gregory	NEF(10-20-2025 01:05:51 PM) Proposed Master/Order/Writ o...	Filing		10/20/2025-13:41		
Lucas, Gregory	Order/Order Cover Sheet \$25.00	Filing		10/20/2025-13:05		
Lucas, Gregory	NEF(10-20-2025 09:34:00 AM) Proposed Master/Order/Writ o...	Filing		10/20/2025-11:04		
Lucas, Gregory	Order/Order Cover Sheet \$25.00	Filing		10/20/2025-09:34		
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Lucas, Gregory	Order/Order Cover Sheet \$25.00	Filing		10/17/2025-15:01		
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Lucas, Gregory	Order/Order Cover Sheet \$25.00	Filing		10/14/2025-16:44		
Lucas, Gregory	NEF(10-14-2025 01:23:23 PM) Proposed Master/Order/Writ o...	Filing		10/14/2025-14:23		
Lucas, Gregory	Order/Order Cover Sheet \$25.00	Filing		10/14/2025-13:23		
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Gilpatrick, Dennis	Master/Order/Other	Order		10/08/2025-08:31		
Gilpatrick,	NEF(09-26-2025 09:20:05 AM)	Filing		09/26/2025-		

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Gilpatrick, Dennis	Filing/Other	Filing		03/12/2025-08:04	07/30/2025-08:04	
Gilpatrick, Dennis	Motion for partial summary judgment	Motion		10/02/2024-11:04	07/30/2025-11:04	
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Lucas,	Service/Certificate Of Service	Filing		02/14/2024-	07/30/2025-	

Gregory				10:29	10:29	
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Baghdady, Rolf Mouin	12/4/2023_MOT15_Roster/Notice of Motions Roster Publication	Action		11/03/2023-11:29	07/30/2025-11:29	
von Keller, Theodore	12/4/2023_MOT15_Roster/Notice of Motions Roster Publication	Action		11/03/2023-11:29	07/30/2025-11:29	
von Keller, Theodore	12/4/2023_MOT15_Roster/Notice of Motions Roster Publication	Action		11/03/2023-11:29	07/30/2025-11:29	
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Lucas, Gregory	Motion/Consolidate	Motion		10/18/2023-11:38	12/04/2023-11:38	
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von Keller, Theodore	10/30/2023_NJURY_Roster/Notice of Case Roster Publication Se	Action		10/02/2023-13:19	07/30/2025-13:19	
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Gilpatrick, Dennis	ADR/Notice of ADR	Action		04/26/2023-09:46	07/30/2025-09:46	
Lucas, Gregory	NEF(04-14-2023 01:56:25 PM) Notice/Notice of Hearing and...	Filing		04/14/2023-14:30	07/30/2025-14:30	
Lucas, Gregory	Notice/Notice of Hearing and Service	Filing		04/14/2023-13:56	07/30/2025-13:56	
Baghdady, Rolf Mouin	5/8/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		04/12/2023-15:16	07/30/2025-15:16	
von Keller, Theodore	5/8/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		04/12/2023-15:16	07/30/2025-15:16	
Baghdady, Rolf Mouin	5/8/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		04/12/2023-14:58	07/30/2025-14:58	
von Keller, Theodore	5/8/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		04/12/2023-14:58	07/30/2025-14:58	
Lucas, Gregory	NEF(03-31-2023 04:29:56 PM) Motion/Alter and/or Amend	Filing		03/31/2023-16:35	07/30/2025-16:35	
Lucas, Gregory	Motion/Alter and/or Amend	Motion		03/31/2023-16:29	05/09/2023-16:29	
Baghdady, Rolf Mouin	3/6/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		02/03/2023-12:22	07/30/2025-12:22	
von Keller, Theodore	3/6/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		02/03/2023-12:22	07/30/2025-12:22	
Baghdady, Rolf Mouin	3/6/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		02/03/2023-12:11	07/30/2025-12:11	
von Keller, Theodore	3/6/2023_MOT15_Roster/Notice of Motions Roster Publication S	Action		02/03/2023-12:11	07/30/2025-12:11	
Gilpatrick, Dennis	ADR/Alternative Dispute Resolution (Workflow)	Action		01/27/2023-12:54	04/26/2023-12:54	
Gilpatrick, Dennis	NEF(01-26-2023 09:46:12 AM) ADR/Notice of ADR	Filing		01/26/2023-09:46	07/30/2025-09:46	
Gilpatrick, Dennis	NEF(01-13-2023 01:36:31 PM) Motion/Compel	Filing		01/13/2023-14:30	07/30/2025-14:30	
Gilpatrick, Dennis	Motion/Compel	Motion		01/13/2023-13:36	03/07/2023-13:36	
Gilpatrick, Dennis	NEF(11-14-2022 08:35:43 AM) Reply/Reply to Counterclaim	Filing		11/15/2022-09:54	07/30/2025-09:54	
Gilpatrick, Dennis	Reply/Reply to Counterclaim	Filing		11/14/2022-08:35	07/30/2025-08:35	
Lucas, Gregory	NEF(10-13-2022 04:22:15 PM) Answer/Answer	Filing		10/13/2022-16:40	07/30/2025-16:40	
Lucas, Gregory	Answer/Answer	Filing		10/13/2022-16:22	07/30/2025-16:22	
Lucas, Gregory	Service/Certificate Of Service	Filing		10/13/2022-16:22	07/30/2025-16:22	
Lucas, Gregory	Notice/Notice of Appearance	Filing		10/13/2022-16:22	07/30/2025-16:22	
Gilpatrick, Dennis	NEF(09-16-2022 10:09:12 AM) Service/Acceptance Of Servic...	Filing		09/16/2022-10:22	07/30/2025-10:22	
Gilpatrick, Dennis	Service/Acceptance Of Service on Gregory Lucas	Filing		09/16/2022-10:09	07/30/2025-10:09	
Gilpatrick, Dennis	Summons & Complaint	Filing		07/01/2022-12:54	07/30/2025-12:54	

ELECTRONICALLY FILED - 2025 Nov 03 10:32 AM - LEXINGTON - COMMON PLEAS - CASE#2022CP3202217



Lexington County Eleventh Judicial Circuit Public Index



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

Switch View

Gregory Lucas VS Dennis James Gilpatrick

Case Number:	2022CV321100873	Court Agency:	Swansea Magistrate Court	Filed Date:	07/19/2022
Case Type:	Civil	Case Sub Type:	Rule to Vacate	File Type:	
Status:	Transferred	Assigned Judge:	Whittle (Magistrate), Scott D.		
Disposition:	Transferred Civil	Disposition Date:	08/15/2022	Disposition Judge:	Whittle (Magistrate), Scott D.
Original Source Doc:		Original Case #:			
Judgment Number:	2022CV321100873	Court Roster:			

Case Parties **Judgments** **Tax Map Information** **Associated Cases** **Actions** **Financials**

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Baghdady, Rolf Mouin	118 Cobblestone Court Chapin SC 290369705				Defendant Attorney		07/29/2022
Gilpatrick, Dennis James	117 Noah Lucas Rd Lexington SC 29073-8252	White	M	1988	Defendant		08/15/2022
Lucas, Gregory	117 Noah Lucas Rd Lexington SC 29073				Plaintiff		08/15/2022

2022CP3202

2022/0873

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

STATE OF SOUTH CAROLINA

COUNTY OF LexingtonGregory Lucas

PLAINTIFF(S)

VS.

Dennis Gilpatrick

DEFENDANT(S)

APPLICATION FOR
EJECTMENT
(Eviction)

2022 AUG 26 PM 4:00

FILED

I, Gregory Lucas, plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Magistrate Whitle which is described as: (address and description of premises apartment, house, etc.)

117 Noah Lucas Rd Lexington, S.C. 29073

I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendant, Dennis Gilpatrick, the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.)

Grounds for this ejectment are one or more of the following:

☐ The tenant fails or refuses to pay the rent when due or when demanded in the amount of \$ _____; or

☒ The term of tenancy or occupancy has ended; or

☒ The terms or conditions of the lease have been violated as follows: Please see attached

Sworn to before me
this 9th day of July, 2022

Madeline
Magistrate or Notary Public for South Carolina

My Commission expires 10/05/2024

[Signature]
PLAINTIFF (or his attorney/agent)

117 Noah Lucas Rd
Address

Lexington S.C. 29073
City/State/Zip

701.388.0477
Phone Number



SCCA/732 (Amended 11/2019)

SWANSEA MAGISTRATE COURT

To the Honorable Judge Whittle

The vacate notice below was sent via FedEx on June 12, 2022. Dennis has refused to respond to emails or phone calls. He has not tried to remedy any of my requests from this notice. On July 2nd, I received a money order for July rent. I have since sent that back to him via priority mail.

Dennis, on 5/23/22 I sent a text and email regarding violations and the opportunity to fix those violations by 6/1/22. I have never received a response, nor have you attempted to rectify my requests. I am giving you until 6/30/22 to vacate 117 Noah Lucas Rd. Lexington, SC. 29073

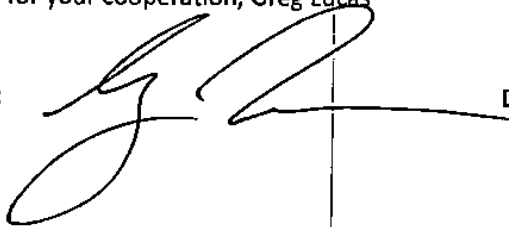
Violations as of 6/1/22

failure to provide proof of renter's insurance
fire damage to my land at 117 Noah Lucas Rd. due to your admittance being lack of parental supervision
failure to remove excess trash and debris around the exterior of the home and land
failure to remove non-running vehicles from the property
no response as to whether there may be extra tenants residing in the home
using 117 Noah Lucas Rd as your personal business address for Tighten Up Home Repair and Remodeling LLC and/or D&D Home Repair and Remodeling. It clearly states in the month to month rental agreement you may not run a business out of the home.

After you have vacated, I will inspect the home and property. Should you leave it in good condition, I will refund any deposit monies (minus cleaning or repairs) within 30 days from the date of move out.

Thank you for your cooperation, Greg Lucas

Signature:



Date:

Fwd: FedEx Shipment 274186624135 Delivered

From: Lucas (galucas1224@gmail.com)
 To: krispychicken12221@yahoo.com
 Date: Tuesday, June 14, 2022, 09:24 PM MDT

----- Forwarded message -----

From: <TrackingUpdates@fedex.com>
 Date: Tue, Jun 14, 2022 at 12:48 PM
 Subject: FedEx Shipment 274186624135 Delivered
 To: <galucas1224@gmail.com>

This tracking update has been requested by:

Name: GREGORY LUCAS
 E-mail: galucas1224@gmail.com

Ship date: [REDACTED]
 Signed for by: [REDACTED]
 Delivery location: [REDACTED]
 Delivered to: Residence
 Delivery date: [REDACTED]
 Service type: FedEx Express Saver®
 Packaging type: FedEx® Envelope
 Number of pieces: 1
 Weight: 0.50 lb.
 Special handling/Services: Deliver Weekday
 Residential Delivery
 Direct Signature Required
 Standard transit: 6/15/2022 by 8:00 pm
 Tracking number: 274186624135

Shipper Information	Recipient Information
CASPER	LEXINGTON
WY	SC
US	US

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 1:48 PM CDT on 06/14/2022.

All weights are estimated.

The shipment is scheduled for delivery on or before the scheduled delivery displayed above. FedEx does not determine money-back guarantee or delay claim requests based on the scheduled delivery. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx customer support representative.

To track the status of this shipment online, please use the following: <https://www.fedex.com/apps/fedextrack/?action=track&tracknumbers=274186624135&language=en&opco=FX&clienttype=ivothor>

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

**UNITED STATES
POSTAL SERVICE.**

**PRIORITY[®]
MAIL
EXPRESS**

To schedule free
Package Pickup,
scan the QR code.



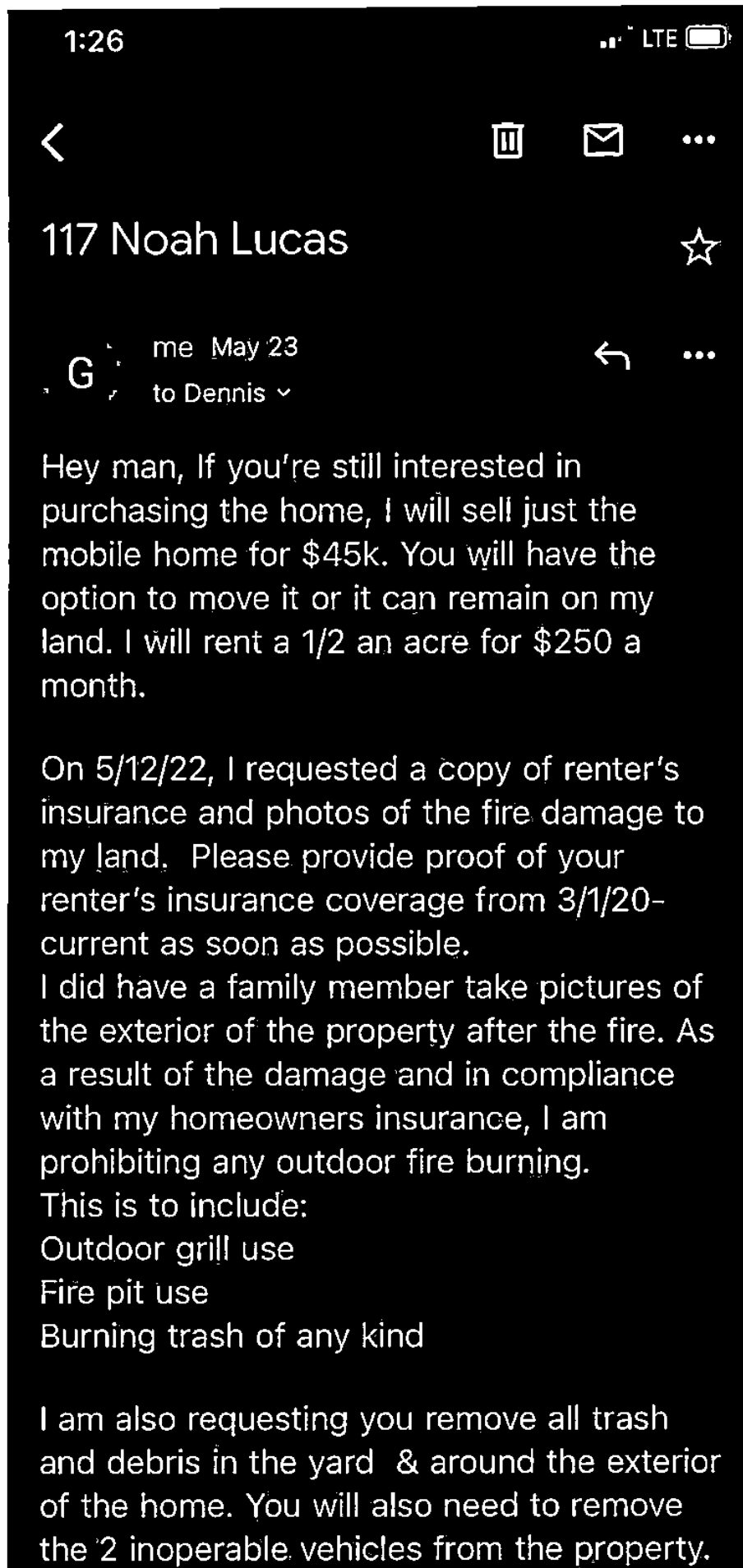
USPS.COM/PICKUP



PS10001000006

EP13F Oct 2018
OD: 12 1/2 x 9 1/2

017



1:26

LTE



prohibiting any outdoor fire burning.

This is to include:

Outdoor grill use

Fire pit use

Burning trash of any kind

I am also requesting you remove all trash and debris in the yard & around the exterior of the home. You will also need to remove the 2 inoperable vehicles from the property.

I have been notified that you may have extra occupants living in the home than originally agreed upon with the month to month rental agreement. Please verify this with me or my wife so we can revise your current rental agreement.

Failure to comply with all requests concerning the fire restrictions, trash & debris clean up, removal of the 2 vehicles & possible unauthorized tenants by June 1st, will automatically result in a 30 day notice to vacate.

Should you decide to purchase the home, I will need payment in full on or before July 1st, 2022. Thank you, Greg Lucas 5/23/22

← Reply

→ Forward

RENTAL AGREEMENT (MONTH-TO-MONTH)Date: 01/28/2020

Agreement between [REDACTED] Owner(s), and
[REDACTED] Tenant(s), for a dwelling located at
[REDACTED] (Location).

Tenant(s) agree to rent this dwelling on a month-to-month basis for \$ 900.00 per month,
 payable in advance on the 3rd day of the calendar month for which Owner(s) will give
 Tenant(s) a rebate/discount of \$ 10.00.

The first month's rent for this dwelling is \$ 900.00.

The security/cleaning deposit on this dwelling is \$ 900.00. It is refundable if Tenant(s)
 leave the dwelling reasonably clean and undamaged.

Tenant(s) will give 20 days' notice in writing before they move and will be responsible
 for paying rent through the end of this notice period or until another tenant approved by the
 Owner(s) has moved in, whichever comes first.

Owners will refund all deposits due within 30 days after Tenants has/have moved
 out completely and returned the keys.

Only the following 1 persons and 2 pets are to live in this dwelling described as
dogs

Without Owners' prior permission written permission, ~~no other persons may live there and~~
~~no other pets may live there, even temporarily, without the written permission of the~~
~~Owner(s).~~

Use of the following is included in the rent:

Fridge, stove

90 Day Eviction Inbox



G

me Nov 6, 2019
to gilpatrick1988 ▾



This is a PDF copy of the 90-Day Eviction Notice. A copy will be placed in the mailbox @ 117 Noah Lucas Rd. My wife informed me you were willing to make a payment, however, the current contract has been breached. I will no longer honor that contract.

My wife has also informed me you are going through a tough time. She mentioned you are trying to get custody of your children. As soon as I receive notice the property has been vacated, I will inspect it.

I am willing to offer you a 6 month lease contract. This will hopefully help you provide a place for you & your children to stay while you work through personal legal issues. Rent will be \$900 a month. When that lease expires, you will have the option to acquire a bank loan to purchase the home & have move it to another location or vacate the property.

Thank you for your cooperation with this matter.



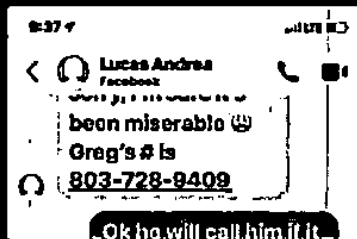
D

Dennis Gilpatrick Nov 6, 2019
to me ▾

U guys said taxes were waived for last year. .tho only thing was renters insurance. .from esurance to a company called homesite. .we didnt have it for like a month I think. .I dont understand. .it feels like u guys waited for us to fix it up then all the sudden want us out. .kristin knows more on the renters insurance. .but y wait until now to say something about it in the first place?

If u open up the picture it was dated in June of 2018

...



G

me Nov 7, 2019
to Dennis ▾

I have given y'all a few breaks regarding the \$400 towards taxes & the insurance lapses. Lowered the monthly payment 2x. You've had other occupants staying there, that weren't on the original agreement. The payment was substantially lower than rental



After our conversation yesterday, I'm willing to offer you the said property (outlined in red) as a month to month rental.

As I stated per our discussion on 12/3/19 I am not willing to honor the previously breached contract nor will I agree to a contract moving forward.

The monthly rent will be \$900. If at anytime you decide to acquire a loan the purchase the property, the purchase price will be \$42,000.

Should you choose to vacate the property by February 1, 2020, I will reimburse you \$2,500 for the A/C unit & up to additional \$2,000 after I inspect the property & find it to be in move-in condition.

If Kristin has vacated the property, please let me know. I will need an email from her stating she is no longer a tenant.

Please call & let me know if you'd like to proceed with my offer. I will require 1st & last month rent for a total of \$1800. I can

you the option to acquire a loan to purchase the home property for \$42k. In a previous email it was stated the home property would need to be moved after purchase. I hadn't heard anything from you regarding the offers.

I called January 19th, 2020 to schedule a walk-through of the property on January 20th, 2020. While meeting with you at the property on January 20th, you stated you were in the process of acquiring a loan. You also informed me you still were not legally allowed to reside at the property.

On January 26th, 2020 I received a call from you informing me you had been pre-approved for purchase. I

Dennis Gilpatri... Jan 28, 2020
to me ▾

As I have previously stated, I do want to rent the house. I have the money for it. I have also been pre approved for the loan, however the agent at the loan company had an emergency to tend to yesterday and could not have a chance to send me the pre approval letter.

me Jan 28, 2020
to Dennis ▾

I realize it's been a very difficult time for you. I need the confirmation. The eviction letter stated 90 days from the date of the letter. The 90 days is up tomorrow. If you plan to rent, I will need the 1st & last months rent sent by 9pm today. You can send the \$1800 via Zelle or Walmart transfer. My cell service is intermittent at my job site, please text or email me to let me know how you would like to send the rent & I will send the proper info you'll need to send it to me. Thank you

have any questions. If you agree, please print a copy & sign it. You can leave a copy in my sister's mailbox @ 144 Noah Lucas Rd. Also, would you please take a picture of the signed agreement & email it to me. Do you have a time frame when you plan on moving the mobile home after you purchase it? I spoke with my wife & we would be open to selling 1 acre of land if you'd like to keep it where it is. If you plan to send the money via Zelle, you can use my email address. Thank you.

...

G

me Jan 28, 2020
to Dennis ▾



...

RENTAL AGREEMENT (MONTH-TO-MONTH)

Date: 01/28/2020

Agreement between Gregory Lucas, Owner(s), and
Dennis Gilpatrick, Tenant(s), for a dwelling located at
117 Noah Lucas Rd. (Location).

Tenant(s) agree to rent this dwelling on a month-to-month basis for \$ 900.00 per month,
payable in advance on the 3rd day of the calendar month for which Owner(s) will give
Tenant(s) a rebate/discount of \$ 10.00.

The first month's rent for this dwelling is \$ 900.00.

The security/cleaning deposit on this dwelling is \$ 900.00. It is refundable if Tenant(s)
leave the dwelling reasonably clean and undamaged.

Tenant(s) will give 20 days' notice in writing before they move and will be responsible
for paying rent through the end of this notice period or until another tenant approved by the
Owner(s) has moved in, whichever comes first.

Owners will refund all deposits due within 30 days after Tenants has/have moved
out completely and returned the keys.

Only the following 1 persons and 2 pets are to live in this dwelling described as
dogs

G to Dennis ✓

G the Nov 6, 2019
to gilpatrick1988 ✓

This is a PDF copy of the 90-Day Eviction Notice. A copy will be placed in the mailbox @ 117 Noah Lucas Rd. My wife informed me you were willing to make a payment, however, the current contract has been breached. I will no longer honor that contract.

My wife has also informed me you are going through a tough time. She mentioned you are trying to get custody of your children. As soon as I receive notice the property has been vacated, I will inspect it.

I am willing to offer you a 6 month lease contract. This will hopefully help you provide a place for you & your children to stay while you work through personal legal issues. Rent will be \$900 a month. When that lease expires, you will have the option to acquire a bank loan to purchase the home & have move it to another location or vacate the property.

Thank you for your cooperation with this matter.



After our conversation yesterday, I'm willing to offer you the said property (outlined in red) as a month to month rental.

As I stated per our discussion on 12/8/19 I am not willing to honor the previously breached contract nor will I agree to a contract moving forward.

D Dennis Gilpatri... Jan 28, 2020
to me ▾

But there is an agreement on the renting. I was just clarifying a few things on it.

...

D Dennis Gilpatri... Jan 28, 2020
to me ▾

Where do we not have an agreement of the renting part of this? Other than me asking a few questions? The buying the house part was the part that I didnt understand.

...

G me Jan 28, 2020
to Dennis ▾

I will need you to sign it and send a picture to me, before I accept payment tonight. An email stating you've agreed with the terms and conditions of the month to month rental agreement will be sufficient too.

...

D Dennis Gilpatri... Jan 28, 2020
to me ▾

I agree with the terms and conditions of the month to month rental agreement.

D

Dennis Gilpatri... Jan 28, 2020
to me ▾

And it also says below the second circle that I can purchase the property for 42k. It uses the same reference as it does with renting the property month to month. It does not say to just purchase the mobile home. That was a suggestion that was made after the fact not in your original proposal.

...

D

Dennis Gilpatri... Jan 28, 2020
to me ▾

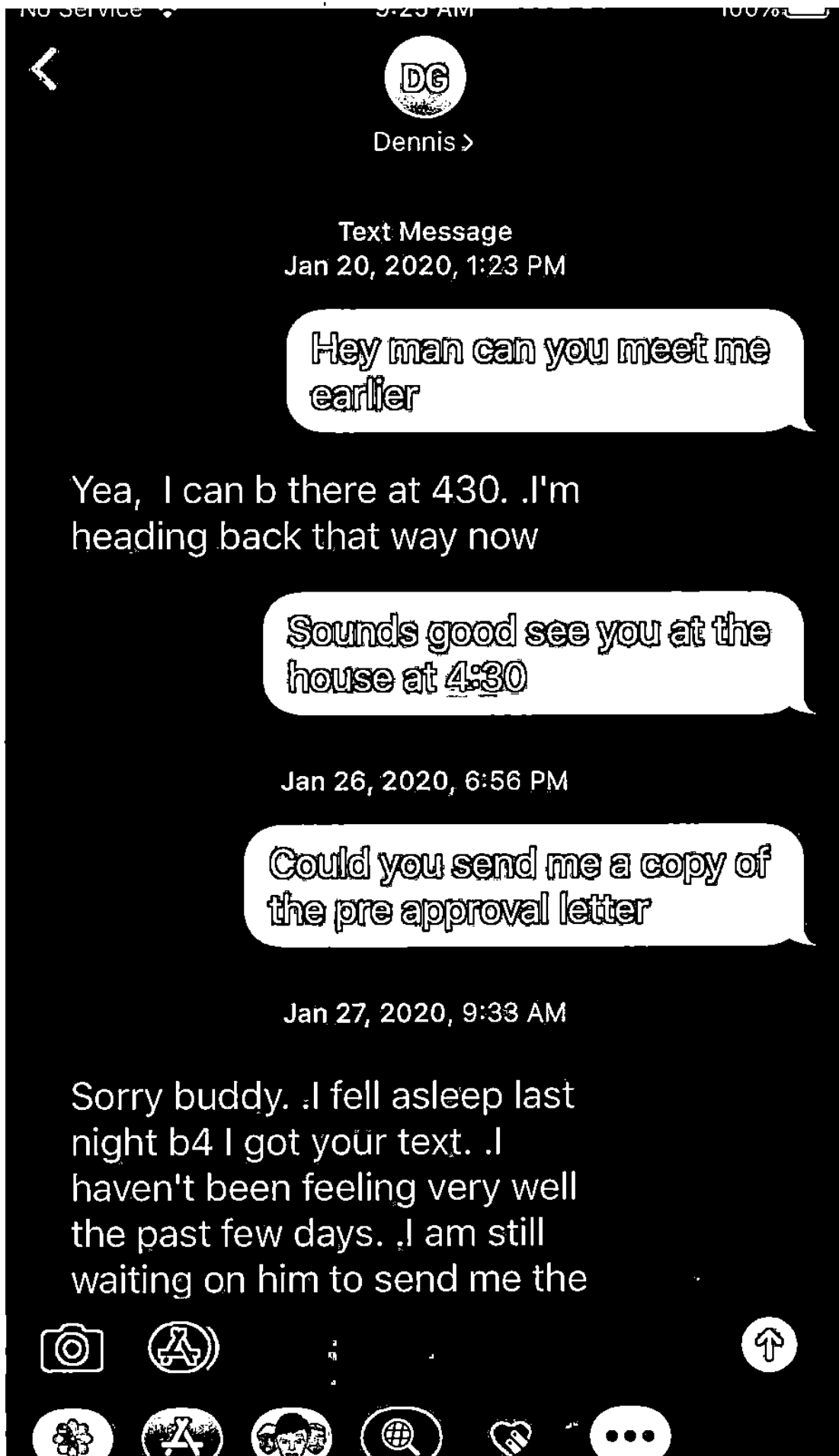
And I need the information so I can send in the money for the month to month rental, just wanted to address a few things on the contract agreement. I will be using Zelle to send it in.

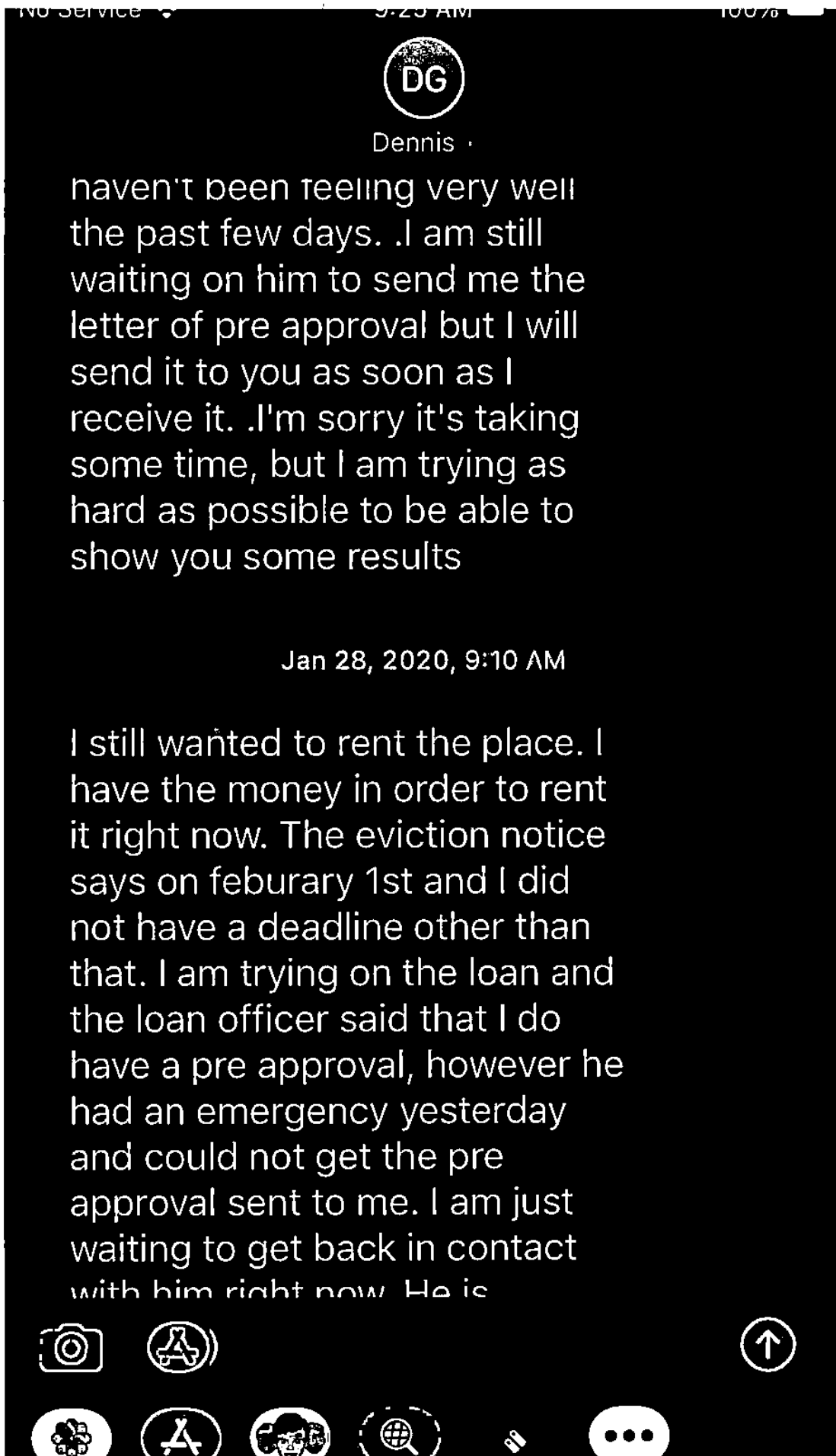
...

G

me Jan 28, 2020
to Dennis ▾

The children were not included on the rental agreement because they are under the age of 18. It only pertains to adults residing in the home. You never notified me regarding the appliances until today. I'm not sure why there was a misunderstanding





Remarks (if any):

Tenant is responsible for any & all repairs, unless weather related

TENANTS AGREE TO THE FOLLOWING:

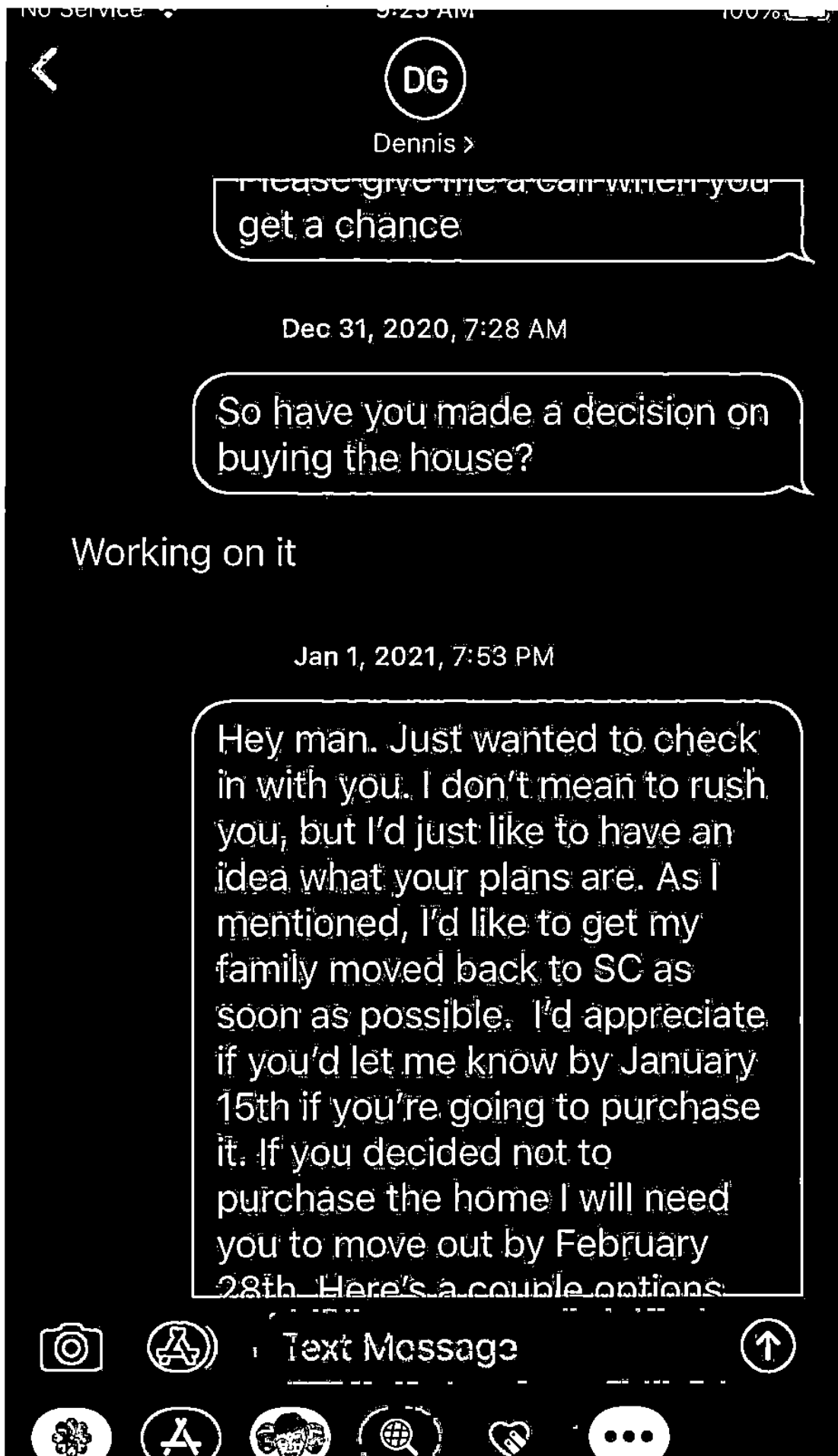
- 1) to accept the dwelling "as is," having already inspected it.
- 2) ~~to keep the dwelling in good condition and to keep the dwelling in good condition~~
- 3) to keep from making loud noises and disturbances and to play music and broadcast programs at all times so as not to disturb other people's peace and quiet.
- 4) not to paint the dwelling without first getting Owner(s) written permission.
- 5) ~~to park motor vehicles on the street and to keep that space clear of~~
~~stopping and~~
- 6) ~~to keep the dwelling in good condition and to keep the dwelling in good condition~~
~~to keep the dwelling in good condition and to keep the dwelling in good condition~~
- 7) to allow Owner(s) to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 8) not to keep any liquid-filled furniture in this dwelling.
- 9) to pay rent by check or money order made out to the Owner(s) (returned checks will have applicable late payment fees).
- 10) to pay for repairs of all damage, they or their guests have caused.
- 11) to pay for any windows broken in the dwelling while they live there.

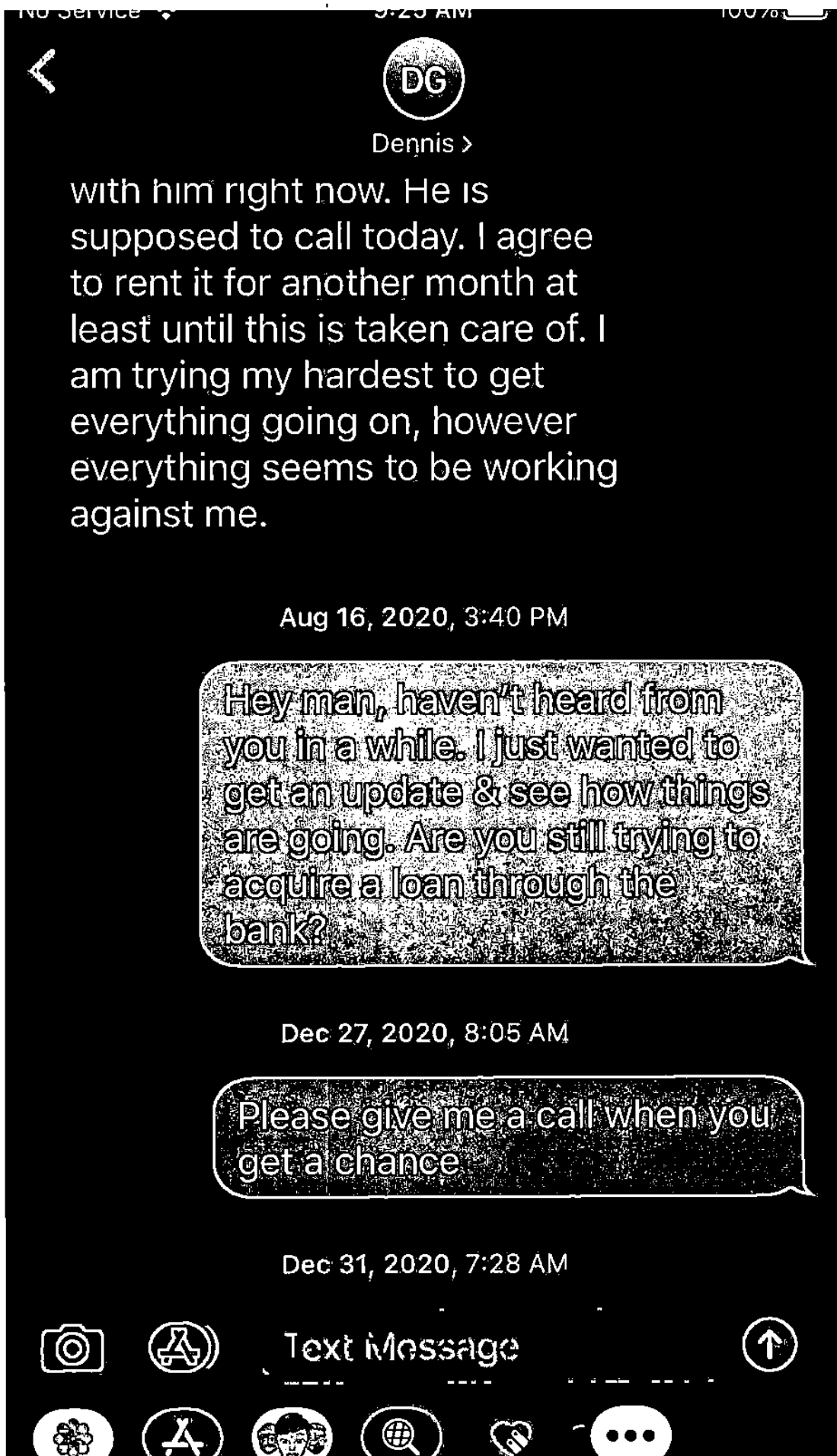
~~Violation of any part of this Agreement or nonpayment of rent when due shall be cause for~~
~~eviction under applicable law.~~ The prevailing party (shall/shall not) recover
reasonable legal service fees involved.

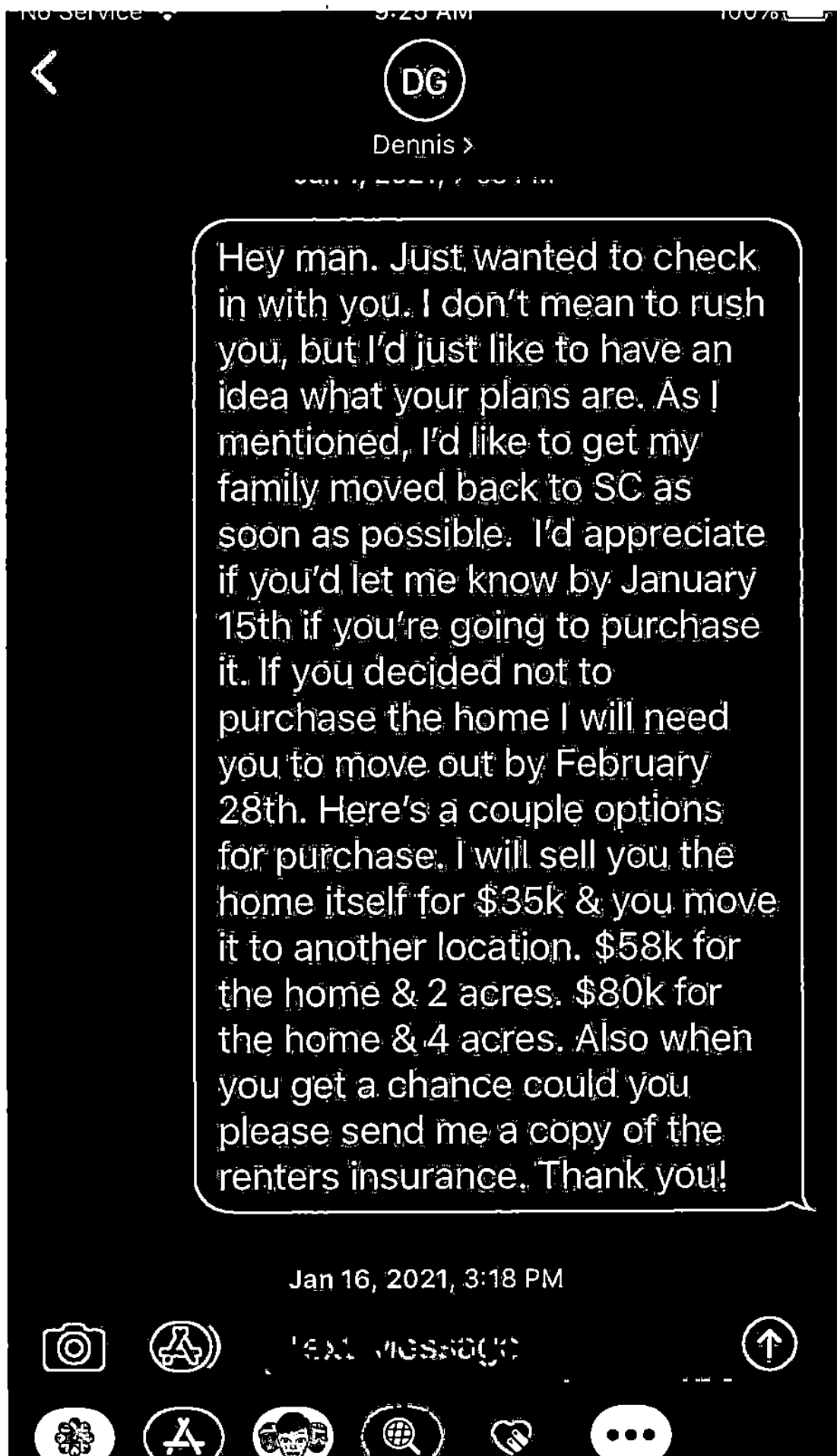
Tenants hereby acknowledge that they have read this Agreement, understand it, agree to it,
and have been given a copy.

Owner: Gregory Lucas Tenant: _____

By: _____ Tenant: _____







10:57

LTE

New Message

Cancel

To: Dennis Gillpatrick

Text Message
Thu, Feb 25, 8:22 AM

Hi Dennis. it's Greg Lucas I need to talk to you about the house please give me a call at this number

Fri, Apr 30, 8:41 PM

Hey Dennis Greg Lucas again was wondering how the bank was coming on the loan for the house I'm starting to look in SC for a house and need to sell that one so please give me an update on how things are coming

Wed, Jun 2, 6:23 AM

Need you to approve the transfer through zelle. its saying you're needing to register your phone number or email

Wed, Jun 2, 10:02 AM

It should be good now. how are things coming with buying the house cause I'm looking to move back very soon?



Text Message



10:57

LTE

New Message

To: Dennis Gillpatrick

It should be good now. how are things coming with buying the house cause I'm looking to move back very soon?

Sun, Jun 27, 2 19 PM

Tenant(s) will give 30 days' notice in writing before they move and will be responsible for paying rent through the end of this notice period or until another tenant approved by the Owner(s) has moved in, whichever comes first.

Owners will refund all deposits due within 30 days after Tenant(s) have moved out completely and returned the keys.

Only the following persons and pets are to live in this dwelling described as:

Without Owners' prior permission written permission, no other persons may live there and no other pets may stay there, even temporarily, nor may the dwelling be sublet or used for business purposes.

Use of the following is included in the rent:

Furnishings

Remarks (if any):

Tenant is responsible for any & all repairs, unless weather related.

TENANTS AGREE TO THE FOLLOWING:

- 1) to accept the dwelling "as is," having already inspected it.
- 2) to keep yards and garbage areas clean.
- 3) to keep from making loud noises and disturbances and to play music and broadcast programs at all times so as not to disturb other people's peace and quiet.
- 4) not to pass the dwelling without first getting Owner(s) written permission.
- 5) to park motor vehicles in the assigned space and to keep that space clean of oil drippings and grease.
- 6) not to repair motor vehicle on the premises (unless it is in an enclosed garage) if such repairs will take longer than a day.
- 7) to allow Owner(s) to inspect the dwelling, work on it, or show it to prospective tenants at any and all reasonable times.
- 8) not to keep any liquid-filled furniture in this dwelling.
- 9) to pay rent by check or money order made out to the Owner(s) (returned checks will have applicable late payment fees).
- 10) to pay for repairs of all damage, they or their guests have caused.
- 11) to pay for any windows broken in the dwelling while they live there.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for

Agreement between Gregory Lopez, Owner(s), and Dennis Gillpatrick, Tenant(s), for a dwelling located at 117 North Lucas Rd. (Location).

Tenant(s) agree to rent this dwelling on a month-to-month basis for \$2,900.00 per month, payable in advance on the 1st day of the calendar month for which Owner(s) will give



Text Message



7/1/22, 8:51 AM

Lexington County Fire Service : 2022-007473



**Lexington County Fire
Service**

Station: 13

Shifts Or Platoon: A Shift

Location: 17700 AMH LUGAR RD EXTINGTON, SC 29873	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 33° 50' 17.29" W 81° 14' 28.01"	FDID: 32501 Incident #: 2022-007473 Exposure ID: 66052736 Exposure #: 0 Dispatch Run #: 2022189692
Zone: Battalion 2 - South - Battalion 2 - South Location Type: 1 - Street address Population Density: Rural	

Report Completed by:	Miller, Robert Hall	ID: E73740	Date: 05/12/2022
Report Reviewed by:	Miller, Robert Hall	ID: E73740	Date: 05/12/2022
Report Printed by:	Laintz, Julie Davis	ID: E72194	Date: 7/1/2022 Time: 08:51

Structure Type:		Property Use: 419 - 1 or 2 family dwelling			
Automatic Extinguishment System Present: ☐		Detectors Present: ☐		Cause of Ignition: Unintentional	
Aid Given or Received: None		Primary action taken:		81 - Incident command	
Additional actions:		11 - Extinguishment by fire service personnel , -			
Losses		Pre-Incident Values			
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries:	0	
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities:	0	
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties:	0	
Total # of apparatus on call:		5		Total # of personnel on call: 6	

Special Studies	
COVID 19 was a factor in this incident.	No, COVID 19 was not a factor.

Narrative from dispatch:

{E313} QUARTER ACRE WOOD FIRE AT THIS TIME [05/12/22 16:53:33 LLUNSFORD] Radio Channel: OPS 2 [05/12/22 16:46:03 EOHANDLEY] Questions: -- No one is trapped or in immediate danger. -- N/A -- The fire is spreading. -- The fire is spreading: THROUGH THE WOODS -- No one is reported to be injured. [EFD] [05/12/22 16:44:17 HOODA] Dispatch Code: 67B01 (SMALL OUTSIDE fire) Suffix: R (Residential) Response: _bravo Questions: -- The caller is on scene (1st party). -- This is an OUTSIDE fire. -- A SMALL area is burning. -- The fire has not been reported by the caller as extinguished. -- Residential areas are being threatened by the fire. -- No hazardous materials are reported. [EFD] [05/12/22 16:43:36 HOODA] Caller Statement: WOODS ARE ON FIRE NEAR HERE Chief Complaint: Outside Fire [EFD] [05/12/22 16:42:24 HOODA]

NARRATIVE (2)	
Narrative Title: BT324 Narrative Author: Shirey, Christopher Narrative Date: 05/12/2022 18:23:47 Narrative Apparatus ID: BT324 Narrative: Brush 324 responded to an outside fire at the request of E313. Brush 324 responded and reported to command upon arrival. The crew from Brush 324 extinguished some hot spots and was cleared. Brush 324 filled up with water and went available.	

7/1/22, 8:51 AM

Lexington County Fire Service : 2022-007473

NARRATIVE (3)**Narrative Title:** E313**Narrative Author:** Lybrand, Cody**Narrative Date:** 05/12/2022 19:56:52**Narrative Apparatus ID:** E313**Narrative:**

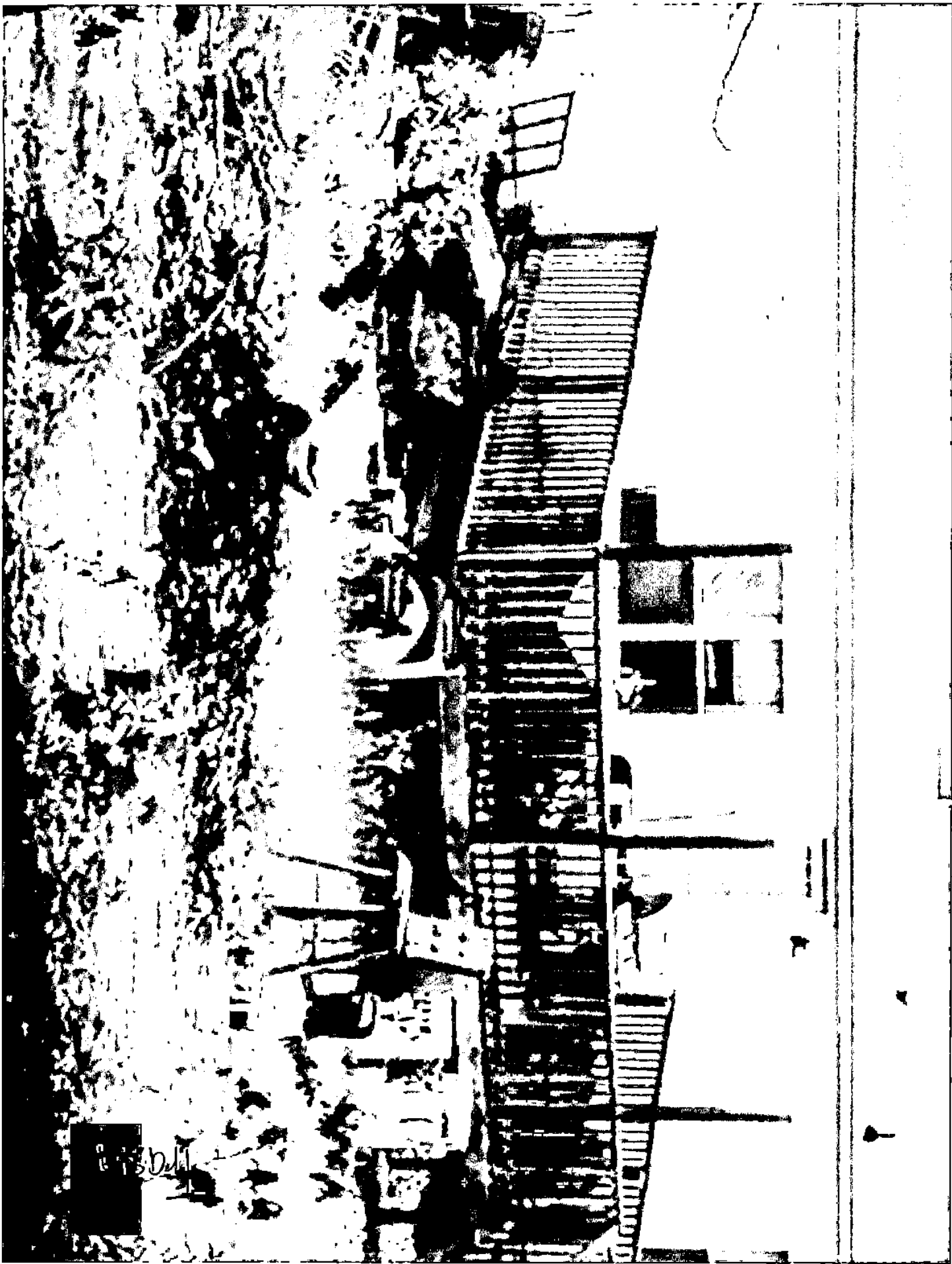
On the date and time above E 313 responded to the address listed for a woods fire. On arrival E 313 driver established command and reported a slow moving 1/4 acre woods fire, and requested for the next available brush truck to respond. Crew of E 313 began hand raking a break around the fire while awaiting the arrival of BT 324. On arrival of BT 324, crews from 324 and 313 extinguished the fire and mopped up any hot spots. [REDACTED] the parents of the child were explained the county burn ordinance and given a copy. Command was terminated and E 313 was placed in service.

NARRATIVE (4)**Narrative Title:** Battalion 392**Narrative Author:** Miller, Robert**Narrative Date:** 05/12/2022 20:07:57**Narrative Apparatus ID:** BA392**Narrative:**

Battalion 392 responded to the listed address at the listed time and date for a woods fire. Upon arrival on scene, Battalion 392 met with command and was notified that the fire was under control. Battalion 392 then explained to the home owner the county burn ordinance. Battalion 392 then returned to service.

















Company Name: TIGHTEN UP HOME REPAIR
AND REMODELING LLC

Entity Type: DOMESTIC LIMITED-LIABILITY
COMPANY

File Number: 987889

Filing State: South Carolina (SC)

Filing Status: Good standing

Filing Date: September 11, 2019

Company Age: 2 Years, 8 Months

Registered Agent:



[REDACTED]
[REDACTED]
[REDACTED]

Governing Agency: South Carolina Secretary of State

COMPANY CONTACTS

DENNIS GILPATRICK

Agent



117 Noah Lucas Road
Lexington, SC 29073

News Feed

Watch

Profile

Menu

<

Dennis's Post

...

1y

Like

2 



LOgan Kmmrlin

Looking good man.

1y

Like

1 



Dennis Gilpatrick

LOgan Kmmrlin thanks man

1y

Like



Joey Spitzmesser

Very nice, I did that for 7 years before getting the job I have now

1y

Like

1 



Dennis Gilpatrick

Joey Spitzmesser I do it all man, bt I like doing it. Makes me feel good at the end of the day. I may not b there to enjoy it, bt I work on my skills and I know the person living there will enjoy it for years to come

049

4/6



Lexington County Eleventh Judicial Circuit Public Index



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Switch View

Gregory Lucas VS Dennis James Gilpatrick

Case Number:	2022CP3202944	Court Agency:	Common Pleas	Filed Date:	08/26/2022
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Ended by Non Jury	Disposition Date:	12/06/2023	Disposition Judge:	Mccaslin, Debra R.
Original Source Doc:	Summary Court Case	Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Baghdady, Rolf Mouin	118 Cobblestone Court Chapin SC 290369705				Defendant Attorney		10/19/2023
Gilpatrick, Dennis James	117 Noah Lucas Rd Lexington SC 29073-8252	White	M	1988	Defendant		10/20/2023
Gilpatrick, Dennis James	117 Noah Lucas Rd Lexington SC 29073-8252				Defendant Pro Se		09/09/2022
Hudson, James Patrick	413 OLD COURSE LOOP BLYTHEWOOD SC 29016				Mediator - Primary		03/23/2023
Latham, William Harding	PO Box 11070 Columbia SC 29211				Alternate Mediator		03/23/2023
Lucas, Gregory	117 Noah Lucas Rd Lexington SC 29073				Plaintiff Pro Se		08/26/2022
Lucas, Gregory	117 Noah Lucas Rd Lexington SC 29073				Plaintiff		12/11/2023
von Keller, Theodore	PO Box 4216 Columbia SC 29240				Plaintiff Attorney		10/18/2023

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ELECTRONICALLY FILED - 2025 Nov 03 10:32 AM - LEXINGTON - COMMON PLEAS - CASE# 2022CP3202944

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	CIVIL ACTION NO: 2022-CP-32-02217

Dennis Gilpatrick	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<u>CONSENT ORDER TO</u>
Gegory Lucas	)	<u>CONSOLIDATE</u>
Defendant	)	
	)	CIVIL ACTION NO: 2022-CP-32-02217
Gegory Lucas	)	
.	)	And
	)	
Plaintiff,	)	CIVIL ACTION NO: 2022-CP-32-02944
	)	
vs.	)	
	)	
Dennis Gilpatrick	)	
	)	
Defendant.	)	
	)	
	)	

This matter came before the Court on motion of Theodore von Keller, attorney for Gregory Lucas to consolidate the above-captioned actions. As it appears that the actions involve common questions of law and fact, and it further appearing that the Plaintiff and Defendant, by and through counsel, have consented to the motion, it is therefore

ORDERED, ADJUDGED AND DECREED that the civil actions of Dennis Gilpatrick and Gregory Lucas ,Nos. CIVIL ACTION NO: 2022-CP-32-02217 and 2022-

CP-32-02944 are hereby consolidated under case number 2022-CP-32-02217, for purposes of discovery and trial.

AND IT IS SO ORDERED.

WE MOVE:

By:s/Theodore von Keller
Theodore von Keller, SC Bar. No. 5718
Crawford & von Keller, LLC
Attorneys for Gregory Lucas

WE CONSENT:

By:s/Rolf M. Baghdady
Rolf M. Baghdady
Rolf M. Baghdady, P.A.
Attorney for Dennis Gilpatrick

[Judge's electronic signature appears on separate page]



Lexington Common Pleas

Case Caption: Gregory Lucas VS Dennis James Gilpatrick

Case Number: 2022CP3202944

Type: Order/Consolidate

Circuit Judge (Code #2050)

s/ William P. Keesley

Electronically signed on 2023-12-27 12:25:56 page 3 of 3

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Ellis by Ellis v. Oliver

Decision

Date: 09 March 1992

Docket

Number: No. 23593, 23593

Citation: Ellis by Ellis v. Oliver, 415 S.E.2d 400, 307 S.C. 365 (S.C. 1992)

Court: South Carolina Supreme Court

Parties: Michael Anthony ELLIS, Deceased, by Deborah Scott ELLIS, as Special Administrator of the Estate of Michael Anthony Ellis, Respondent, v. David OLIVER, M.D., Appellant.

Id. vLex Fastcase: VLEX-889198977

Link: <https://fastcase.vlex.com/vid/ellis-by-ellis-v-889198977>

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415 S.E.2d 400

307 S.C. 365

Michael Anthony ELLIS, Deceased, by Deborah Scott ELLIS, as Special Administrator of the Estate of Michael Anthony Ellis, Respondent, v. David OLIVER, M.D., Appellant.

No. 23593.**Supreme Court of South Carolina.****Submitted Dec. 6, 1991.****Decided March 9, 1992.**

[*401] [366]** Kay G. Crowe and R. Lewis Johnson, Barnes, Alford, Stork & Johnson, Columbia, for appellant.

Michael J. Miller and Deborah A. Vitale, Miller & Vitale, Alexandria, Va., and Kimberly A. Raber, Columbia, for respondent.

TOAL, Justice:

The sole issue we address on appeal is whether the defendants are considered multiple defendants for the purpose of determining venue when single actions are consolidated under Rule 42 of the South Carolina Rules of Civil Procedure. We find they are not and reverse.

FACTS

The plaintiff, now deceased, was involved in a one car accident on October 3, 1988. He was treated at Richland Memorial Hospital. The complaint alleges the defendant physician's negligent treatment caused the plaintiff's quadriplegia. The plaintiff, through his administrator, brought three separate suits suing the various physicians. In the action subject to this appeal, the plaintiff sued the attending anesthesiologist alone. Although the petition alleges jurisdiction under the South Carolina Tort Claim Act, no facts are alleged that would bring this suit, which is brought solely against a private physician, under the Act. This action was brought in Richland County. It is undisputed that defendant is a resident of Lexington County. The defendant filed a motion to change venue to Lexington County. The plaintiff responded by filing a motion to **[**367]** consolidate this action with two other actions against the hospital and other treating physicians. The lower court held a hearing on both motions. The actions were consolidated and the defendant's motion to change venue was denied. The defendant appeals the denial of his motion to change venue.

LAW/ANALYSIS

Under the applicable venue statute, venue is proper where the defendant resides. § 15-7-30 (1977). If, however, there is more than one defendant, the action may be tried in any county where one or more defendants reside. *Id.* Under the SCTCA, venue is proper where the act or omission occurred. [S.C.Code Ann. § 15-78-100\(b\)](#). The question here is when several actions are consolidated, are they considered multiple defendants under the general venue statute or the venue statute of the SCTCA.

Under the South Carolina Rules of Civil Procedure there is a distinction between joinder under Rule 20 and consolidation under Rule 42 as the test for each is quite different. Under the rules "[A]ll persons may be joined in one action as defendants if there is asserted against them jointly, severally, or in the alternative, any right to relief in respect of or arising out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all defendants will arise in the action." SCRCP Rule 20(a). (Emphasis added.) In contrast, consolidation may be ordered whenever actions involving a common question of law or fact are pending before the court. ¹ SCRCP Rule 42(b). Since joinder requires the additional requirement that the claims must arise out of the same transaction or occurrence, some cases may be consolidated that could not be joined.

Under a consolidation order, the parties and the pleadings are not merged and each action retains its own identity. SCRCP Reporter's notes following Rule 42. See also Wright and Miller, Federal Practice and Procedure § 2382 (1971). The merger of actions under consolidation is never so complete as to deprive any party of a substantial **[**368]** right. Moore's Federal Practice, § 42.02 at 42-28 (1991). This Court has repeatedly held venue in the county of the defendant's residence is a substantial right. *Chestnut v. Reid*, 299 **[*402]** S.C. 305, 384 S.E.2d 713 (1989). Therefore, consolidation should not be deemed to create multiple defendants under the venue statutes so that the county of any defendant or the county designated by the SCTCA is proper. ² Thus, proper venue for the suit against the defendant is Lexington County.

In *Chestnut v. Reid*, 299 S.C. 305, 384 S.E.2d 713 (1989), we held when a defendant asserts his right to have venue in the county of his residence, it is a matter of law and not discretion. Therefore, since Oliver's residency is not disputed, it was error not to transfer venue to Lexington County.

This decision does not preclude the plaintiff from bringing a subsequent motion pursuant to § 15-7-100 to change venue to Richland County based on the convenience of witnesses and the promotion of justice. Such a motion would be left to the discretion of the lower court.

REVERSED AND REMANDED.

GREGORY, C.J., and HARWELL, CHANDLER and FINNEY, JJ., concur.

¹ Prior to Rule 42, consolidation was possible without the consent of the parties only where the actions could have been joined. There was no consolidation of actions with merely a common question or fact. *McKinney v. Greenville Ice and Fuel Company*, 232 S.C. 257, 101 S.E.2d 659 (1958).

² Although we are aware joinder may have been appropriate in this case, that avenue was not chosen by the plaintiff.

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Keels v. Pierce

Decision Date:	20 April 1993
Docket Number:	No. 2036, 2036
Citation:	Keels v. Pierce, 433 S.E.2d 902, 315 S.C. 339 (S.C. App. 1993)
Court:	South Carolina Court of Appeals
Parties:	Henry C. KEELS, Jr., and Keels Music Company, Inc., Respondents, v. B.J. PIERCE, Appellant. . Heard

Id. vLex Fastcase: VLEX-886267516

Link: <https://fastcase.vlex.com/vid/keels-v-pierce-no-886267516>

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433 S.E.2d 902

315 S.C. 339

Henry C. KEELS, Jr., and Keels Music Company, Inc., Respondents, v. B.J. PIERCE, Appellant.**No. 2036.****Court of Appeals of South Carolina.****Heard April 20, 1993.****Decided June 21, 1993.****Rehearing Denied Aug. 19, 1993.**

[*903] [340]** Hugh L. Willcox, Jr., and W. Reynolds Williams, both of Willcox, McLeod, Buyck, Baker & Williams, Florence, for appellant.

David W. Keller, Jr., of McGowan, Keller, Eaton & Stewart, Florence, for respondents.

PER CURIAM:

In September 1990, Henry C. Keels and Keels Music Company, Inc. (collectively referred to as "Keels") brought an action against B.J. Pierce for foreclosure of a real estate mortgage and a security interest in related personal property (a **[**341]** mobile home park, mobile homes, vehicles, and equipment). Pierce answered with a general denial and an affirmative defense based upon waiver of the right to accelerate the debt.

In January 1991, Pierce brought a separate action against Keels alleging breach of an express warranty, breach of implied warranties of merchantability and fitness for a particular purpose, violation of the South Carolina Unfair Trade Practices Act, [S.C.Code Ann. § 39-5-10](#) to -560 (1985), for alleged deceptive acts in the sale of the park, and fraud arising out of the sale of the mobile home park. In February 1991, Pierce moved to amend his answer in the first action to allege that the parties agreed to modify the terms of the financing agreement for the sale of the park. In March 1991, Pierce moved to consolidate the two actions for discovery and trial purposes, and sought a continuance of the foreclosure action.

On March 27, 1991, the case was called for a merits hearing on the foreclosure action. The trial court denied all of Pierce's motions and proceeded with trial of Keels's claims. The court ordered judgment for Keels and Pierce appeals. We affirm.

1. Pierce first contends the trial court erred in denying his motion to consolidate the two cases. He asserts his claims in the second action were permissive counterclaims for which he would have waived a jury trial had he raised them in his answer. See, e.g., [C & S Real Estate Services, Inc. v. Massengale](#), 290 S.C. 299, 350 S.E.2d 191 (1986), modified on other grounds, [Johnson v. South Carolina National Bank](#), 292 S.C. 51, 354 S.E.2d 895 (1987); [John D. \[*904\] Hollingsworth on Wheels v. Arkon Corp.](#), 273 S.C. 461, 257 S.E.2d 165 (1979). Thus, he claims, he had no choice but to bring a separate action, which for convenience and economy's sake should have been consolidated with the first action under Rule 42, SCRC.

In our opinion, Rule 13, SCRC, does not place a pleader in this dilemma. If it is uncertain whether a counterclaim is compulsory or permissive, the pleader may simply plead the claim and make demand for a jury trial on it. If it is compulsory, he retains his right to a jury trial. See *Johnson v. South Carolina National Bank*, 292 S.C. 51, 354 S.E.2d 895 (1987). If it is permissive, the court, on its own motion or the motion of the pleader, may order a separate trial of the counterclaim pursuant to Rule 42(b) to avoid prejudice¹ to the pleader's right to a jury trial. See Rule 13(i), SCRC. The rule laid out in *Hollingsworth*, *supra*, and *Massengale*, *supra*, applies only when it is clear the counterclaim is permissive. In that situation, the pleader is on notice that asserting an obviously permissive counterclaim, which under the Rule 13 could be asserted in a separate jury trial, waives the right to trial by jury by operation of law. However, if uncertainty exists, the pleader does not waive his right to a jury trial if the court later decides the claim is permissive. The right of trial by jury is highly favored, and waivers of the right are always strictly construed and not lightly inferred or extended by implication. In *re Gilliland*, 248 N.C. 517, 103 S.E.2d 807 (1958). In absence of an express agreement or consent, a waiver of the right to a jury trial will not be presumed. *Id.*

Consolidation under Rule 42(a), SCRC, may be ordered whenever actions involving a common question of law or fact are pending before the court. *Ellis v. Oliver*, 307 S.C. 365, 415 S.E.2d 400 (1992). Under a consolidation order, the parties and the pleadings are not merged, and each action retains its own identity. *Id.* Consolidation is within the broad discretion of the trial court. *Worthy v. Chalk*, 44 S.C.L. (10 Rich.) 141 (1856). The moving party has the burden of persuading the court that consolidation is desirable. *Prudential Insurance Co. v. Marine National Exchange Bank*, 55 F.R.D. 436 (E.D.Wis.1972). An appellate court will not disturb a trial court's ruling on a motion to consolidate absent an abuse of discretion. *Winchester v. United Insurance Co.*, 231 S.C. 288, 98 S.E.2d 530 (1957).

We assume, without deciding, that Pierce's claims in the second action were permissive counterclaims under the logical relation test adopted by our Supreme Court in *North Carolina Federal Savings & Loan Ass'n. v. DAV Corp.*, 298 S.C. 514, 381 S.E.2d 903 (1989), and *First-Citizens Bank & Trust Co. v. Hucks*, 305 S.C. 296, 408 S.E.2d 222 (1991). As permissive counterclaims, they would still be available to Pierce in his second action, subject to the defenses of res judicata or collateral estoppel. ¹

¹ With these principles in mind, we hold the trial court's decision denying the motion to consolidate was not an abuse of discretion and did not work any prejudice to Pierce.

2. Pierce next argues the trial court erred in refusing to allow him to amend his answer in the first action to allege an additional affirmative defense--"reformation" of the sales contract note and mortgage. Pierce did not proffer a proposed amended answer to the trial court or include it in the record on appeal. The trial court did not rule on whether Keels would have been prejudiced by allowing the amendment and in fact gave no explicit reasons for its ruling.

From the testimony, however, it is apparent that Pierce claimed the parties reached an accord and satisfaction, substituting a new agreement which allowed Pierce to make certain adjustments in the amounts due under the promissory notes he executed in favor of Keels. Pierce asserts that he performed his part ² of the new bargain by tendering to Keels a check for the adjusted amount, although Keels ultimately returned the check without negotiating it.

We reject Pierce's argument for two reasons. First, to constitute good tender, the law requires payment to be in money, for the proper amount due, made to the proper person, at the proper place. *Anderson v. Citizens Bank*, 294 S.C. 387, 365 S.E.2d 26 (Ct.App.1987), overruled on other grounds, *Ward v. Dick Dyer & Associates*, 304 S.C. 152, 403 S.E.2d 310 (1991). A check is not tender. *Id.* Second, even if the tendered check had been sufficient, an agreement between the parties is an essential element of accord and

satisfaction. *Seigler v. Yeargin Construction Co.*, 290 S.C. 383, 350 S.E.2d 518 (Ct.App.1986). Where there is no meeting of the minds there is no accord. *Id.* The evidence conflicted on whether the parties agreed to modify their agreement, and the trial court resolved that conflict against Pierce.

Accordingly, any error in denying leave to amend the answer was harmless. Pierce was allowed to try the issue over Keels's objection, and the evidence he presented did not establish an accord and satisfaction as a matter of law.

3. Pierce next argues that the trial court erred in finding that the payments were not made as required by the notes. Pierce's argument is based upon his contention that the parties had modified the note and that he had fully performed [**344] under the modification. As discussed above, however, Pierce did not establish an agreement to modify his performance, and his tender of a check was insufficient to constitute tender under any new agreement, as a matter of law. Accordingly, this issue has no merit. Furthermore, the record amply supports the trial court's ruling that Pierce was in default under both promissory notes.

4. Finally, Pierce argues that the trial court erred in ordering foreclosure in circumstances where the validity of the underlying debt was hotly contested and the subject of pending litigation. Again, Pierce's argument is based upon his contention that the parties had modified the note and that he had fully performed so as to extinguish the underlying debt. As noted above, this issue has no merit.

For the reasons stated, the judgment is

AFFIRMED.

¹ Were the counterclaims compulsory, Pierce would be required to assert them under Rule 13(a), SCRCP, or seek leave to amend to assert them under Rule 13(f), SCRCP. He did neither.

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Dennis Gilpatrick,

Plaintiff,

v.

Gregory Lucas,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO:

SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber at the address shown below within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the Complaint.

Date: July 1, 2022

By: /s/ Rolf M. Baghdady
Rolf M. Baghdady (SC Bar # 0464)
ROLF M. BAGHDADY, P.A.
118 Cobblestone Court
Chapin, S.C. 29036-9705
(803) 345-7653
rolf@rolfbaghdady.com
ATTORNEY FOR PLAINTIFF

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Dennis Gilpatrick,

Plaintiff,

v.

Gregory Lucas,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO:

COMPLAINT

By and through undersigned counsel, Rolf M. Baghdady, the Plaintiffs allege upon information and belief:

PARTIES, JURISDICTION, AND VENUE

1. The Plaintiff Dennis Gilpatrick is a resident and citizen of Lexington County with an address of 117 Noah Lucas Road, Lexington, SC 29073.
2. The Defendant Gregory Lucas is a resident and citizen of Wyoming, with a mailing address of 536 East 12th Street, Casper, Wyoming 82601.
3. The Defendant entered into a residential lease/purchase agreement on November 28, 2014 with Plaintiff Dennis Gilpatrick and Kristin Gilpatrick for the property known as 117 Noah Lucas Road, Lexington, SC 29073, which includes a residence and approximately 2 acres of property. (Copy attached as Exhibit A.)
4. Defendant has failed and refused to sell the contracted property to Plaintiff and attempted to terminate and/or re-negotiate the contract multiple times.
5. Plaintiff has fulfilled his obligations under the contracted agreement, as well as made significant improvements to the property, and is entitled to purchase the property from the

Defendant.

6. Subject matter jurisdiction is proper in the Lexington County Court of Common Pleas for this action for enforcement of the real estate contract between the Defendant and the Plaintiff.
7. Venue is proper on this suit because the real estate at issue is in Lexington County, South Carolina
8. The real property at issue is described on the Lis Pendens associated with this action.

FOR FIRST CAUSE OF ACTION – SPECIFIC PERFORMANCE

9. Each and every allegation contained in paragraphs 1-8 above is repeated and re-alleged as though fully set forth herein.
10. Plaintiff is entitled to an order of specific performance of Defendant conveying the real property to Plaintiff.

FOR SECOND CAUSE OF ACTION – DAMAGES

11. Each and every allegation contained in paragraphs 1-10 above is repeated and re-alleged as though fully set forth herein.
12. Plaintiff is entitled to recover damages for breach of contract for the amount of payments that he has made under the contract and for the improvements that he has made to the property, both in materials and in labor, as well as the costs of this action.

WHEREFORE, Plaintiff prays that the Court will enter an Order as follows:

1. Enter an order of specific performance ordering the Defendant to convey the property to Plaintiff;
2. Enter judgment for Plaintiff against Defendant for damages for breach of contract;
3. For the costs of this action;

4. For such other and further relief as may be just and proper.

Date: July 1, 2022

By: /s/ Rolf M. Baghdady
Rolf M. Baghdady (SC Bar # 0464)
ROLF M. BAGHDADY, P.A.
118 Cobblestone Court
Chapin, S.C. 29036-9705
(803) 345-7653
rolf@rolfbaghdady.com
ATTORNEY FOR PLAINTIFF

RESIDENTIAL LEASE-PURCHASE AGREEMENT

THIS AGREEMENT, dated 11/28/14, is between GREG LUCAS, the Landlord(s) and DENNIS & KRISTIN GILPATRICK, the Tenant(s).

In consideration of the payment of rent and the keeping and performance of the covenants and agreements by the Tenant hereinafter set forth, the Landlord(s) do hereby lease unto the Tenant(s), the following described premises situate in the County of LEXINGTON State of SC and better known as: 117 NOAH LUCAS RD LEXINGTON, SC 29073 (including approx. 2 acres. The said premises, as described above, with all appurtenances, are hereby leased to the Tenant for a term of 96 months commencing 11/28, 2012. Rent for the premises is payable in monthly installments of: \$ 725, to be paid on or before the fifth day of the month for which rent is due. \$ 575 of each rent payment shall be credited toward the purchase price of the property.

THE TENANT, CONSIDERATION OF THE LEASING OF SAID PREMISES AS AFORESAID, COVENANTS AND AGREES AS FOLLOWS:

To pay the rent for said premises as hereinabove provided;
To keep said premises in good condition and repair and at the expiration of this lease to surrender and deliver up the same in as good order and condition as when entered upon, loss by fire, inevitable accident, act of God or ordinary wear and tear excepted;

IT IS FURTHER AGREED that in case said premises are left vacant, then the Landlord may, without being obligated to do so and without terminating this lease, re-take possession of the premises. If any part of the rent herein reserved be unpaid, the Landlord may rent the same for such rent as the Landlord may be able to do so, making such changes and repairs as may be required, giving credit for the amount so received, less all expenses.

It is agreed that if the tenant shall be in arrears in the payments of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of five (5) days after the Landlord has given written notice thereof, Landlord may, at his option, without liability for trespass or damages, enter into and upon said premises, or a portion, thereof; declare the term of this lease ended; repossess the said premises as of the Landlord's former estate; peaceably expel and remove the Tenant, those claiming under him, or any person or persons occupying the same and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant.

IT IS FURTHER MUTUALLY AGREED that the Landlord, in consideration of the performance of all the covenants and agreements herein to be performed by the Tenant under the lease, and for Tenant agreeing to perform all minor/major repairs to the property during the term of the said lease, hereby grants to Tenant an exclusive option to purchase said above described premises at any time during the term of this lease for the sum of \$ 63,200, payable as follows: \$8k down pymt upon move in + 1st mo. rent \$725.

96 mo term of \$725 \$575 crediting toward purchase
*NO MONIES BEING REFUNDED IF TENANT BREAKS CONTRACT
The Landlord, upon payment of said purchase money, shall convey said premises by Fee Simple Deed free from all

encumbrances except: End of term, title will be transferred into tenants name/s (NO EXCEPTIONS)

Additional provisions:

1. **Repairs:** Tenant shall be responsible for repairs not to exceed \$_____ per year. Any/all repairs - except weather related damage
PLEASE REPORT ANY WEATHER RELATED DAMAGE TO GREG IMMEDIATELY

2. **Title:** All documents necessary for title transfer shall be executed and held in escrow with closed escrow instructions. At closing, taxes, water, sewer, HOA dues and mortgages will be prorated as of date of title transfer.

3. **Inspection:** This agreement is subject to final inspection and approval of the property by the Tenant/Buyer prior to taking possession. TENANT AGREES THIS IS AN "AS IS, WHERE IS" CONTRACT

4. **Insurance:** Landlord/Seller shall protect Tenant/Buyer's equitable interest by maintaining hazard insurance upon the property. In the event of destruction in whole or in part of the property, Tenant/Buyer shall have the option to proceed with the closing and accept the insurance proceeds for said damage, or to declare this agreement null and void, releasing both parties from any obligations hereunder, except for the return of monies paid by Tenant/Buyer which shall become immediately due and payable from the insurance proceeds. TENANT WILL BE RESPONSIBLE FOR RENTER'S INSURANCE UNTIL END OF CONTRACT

5. **Assignment:** Tenant/buyer X shall _____ shall not be permitted the right of subletting or assignment. If this agreement is assigned with the approval of the Landlord/Seller, Tenant/Buyer shall be released from any further liability hereunder.

6. **Other provisions:**
Tenants agree to pay \$400 every February towards house taxes. If tenant is late more than 30 days on a pymt, it will be considered breach of contract.

[Signature] 11-28-14
Landlord Date
[Signature] 11/28/14
Landlord Date

[Signature] 11/28/14
Tenant Date
[Signature] 11/28/14
Tenant Date

* Possession of keys on 11/30/14

Visit www.pottstownmortgage.com for all of your PA mortgage needs
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Oct 24 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY

Court of Common Pleas

James O. Spence, Circuit Court Judge

Case No. 2022-CP-32-02217

Dennis Gilpatrick.....Appellant,

v.

Gregory Lucas.....Respondent.

Appellate Case No. 2025-001607

INITIAL BRIEF OF APPELLANT

October 24, 2025

s/ Rolf M. Baghdady
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STATEMENT OF ISSUES ON APPEAL

1. Did the Master err in failing to find Kristin Gilpatrick, Plaintiff Dennis Gilpatrick's former spouse, had a one-half ($\frac{1}{2}$) real estate interest in the right of redemption in the Installment Land Sale Contract that she could and did convey to Plaintiff Dennis Gilpatrick by quit claim deed that he now owns?
2. Did the Master err in failing to find that Kristin Gilpatrick's transfer of the one-half ($\frac{1}{2}$) real estate interest under quit claim deed dated December 1, 2023 and recorded December 6, 2023 was subsequent to any agreement or court action to which Plaintiff Dennis Gilpatrick was a party?
3. Did the Master fail to find that Installment Sale Contracts are similar to mortgages in their right of redemption in South Carolina affording the owner, Plaintiff Dennis Gilpatrick, of what was Kristin Gilpatrick's one-half ($\frac{1}{2}$) of an equity of redemption in an Installment Land Sale Contract to redeem a default by paying the amount due before a foreclosure sale?
4. Did the Master err in failing to credit all payments Plaintiff Dennis Gilpatrick made to Defendant Gregory Lucas to the amount due for Kristin Gilpatrick's interest under the Installment Land Sale Contract?
5. Did the Master err in finding there was any inequitable conduct by Plaintiff Dennis Gilpatrick after he became the owner by quit claim of Kristin Gilpatrick's one-half ($\frac{1}{2}$) interest?
6. Did the Master err in applying a general breach of contract standard in reviewing the

facts related to the novation instead of the heightened burden of proof on the Landlord/Seller Defendant Gregory Lucas, thereby seeking to deprive the Buyer/Tenant, Plaintiff Dennis Gilpatrick, of his equity interest, in determining his conduct to be inequitable?

7. Did the Master err in determining that Plaintiff Dennis Gilpatrick is not entitled to specific performance of Kristin Gilpatrick's one-half ($\frac{1}{2}$) interest for failure to pay the redemption amount before a foreclosure sale?
8. Did the Master err in finding failure to pay taxes or rental insurance was a material default?
9. Did the Master err in finding that the filing of the lis pendens was malicious prosecution and abuse of process?

STATEMENT OF THE CASE

The proceedings in this case began with a Rule to Vacate in Swansea Magistrate's Court, Plaintiff Gregory Lucas v. Defendant Dennis Gilpatrick (2022-CV-321100077). That case was dismissed in favor of Defendant Dennis Gilpatrick. Thereafter, the case was followed by the filing of the action in this appeal in the Court of Common Pleas captioned as Plaintiff Dennis Gilpatrick v. Defendant Gregory Lucas (2022-CP-32-02217) filed on July 1, 2022 [Index] which sought specific performance or damages for breach of the Installment Land Sale Contract over approximately two (2) acres of real property to include a mobile home located at 117 Noah Lucas Road described on the lis pendens. Defendant Gregory Lucas answered and counterclaimed, denying Plaintiff Dennis Gilpatrick's claims, claiming entitlement to declaratory judgement as to its novation and termination, and seeking rents as damages. Defendant Gregory Lucas's filed his Rule to Vacate in Magistrate's Court July 19, 2022 [Index].

The Magistrate's Court Rule to Vacate matter was transferred to a Circuit Court case

captioned as Gregory Lucas v. Dennis James Gilpatrick, Civil Action No:2022-CP-32-02944.

Both Circuit Court actions were consolidated into Dennis Gilpatrick v. Gregory Lucas (2022-CP-32-02217) [Order of Consolidation]. Order of Reference was filed on December 8, 2023 [order of reference].

The matter was tried May 21, 2025 and judgment was entered July 30, 2025 denying Plaintiff Dennis Gilpatrick specific performance and finding for Defendant Gregory Lucas for declaratory judgment ~~that~~ and there was a novation of the Installment Land Sale Contract into a month-to-month tenancy, granting a writ of ejectment (not at issue on this appeal), judgment for damages in the amount of \$30, 600 against Plaintiff Gilpatrick for unpaid rent, and ~~canceled~~ cancellation of the lis pendens [Order]. The Notice of Appeal was filed August 11, 2025 [Notice of Appeal].

STANDARD OF REVIEW

Appellate Court scope of review for equitable action is the authority to find facts in accordance with its own view of the preponderance of the evidence. *Townes Associates, Ltd. v. City of Greenville*, 266 S.C. 81, 221 S.E.2d 773 (1976).

ARGUMENTS

- I. BECAUSE KRISTIN GILPATRICK, PLAINTIFF DENNIS GILPATRICK'S FORMER SPOUSE, HAD A ONE-HALF (½) REAL ESTATE INTEREST IN THE RIGHT OF REDEMPTION IN THE INSTALLMENT LAND SALE CONTRACT THAT SHE COULD AND DID CONVEY TO PLAINTIFF DENNIS GILPATRICK BY QUIT CLAIM, THE MASTER ERRED IN FAILING TO FIND THAT PLAINTIFF DENNIS GILPATRICK OWNS THAT RIGHT OF REDEMPTION.

Kristin Gilpatrick, Plaintiff Dennis Gilpatrick's former spouse, and Plaintiff Dennis Gilpatrick each obtained a real property interest in the Installment Land Sale Contract at issue [Installment Land Sale Contract]. In South Carolina Residential Land Sale

Contracts, the purchaser/tenant has a right of redemption. *Lewis v. Premium Inv. Corp.*, 351 S.C. 167, 568 S.E.2d 361 (S.C. 2002). Plaintiff's former spouse, Kristin Gilpatrick, could transfer the right of redemption. S.C. Code § 36-2-210 *State v. Laval*, 4 McCord 336 (1827). Plaintiff Dennis Gilpatrick acquired her right of redemption. [Quitclaim Deed].

- II. BECAUSE KRISTIN GILPATRICK'S TRANSFER OF THE ONE-HALF (½) REAL ESTATE INTEREST UNDER QUIT CLAIM DEED DATED DECEMBER 1, 2023 AND RECORDED DECEMBER 6, 2023 WAS SUBSEQUENT TO ANY AGREEMENT OR COURT ACTION TO WHICH PLAINTIFF DENNIS GILPATRICK WAS A PARTY, THE MASTER ERRED IN FAILING TO FIND THE FACT OF HIS PROPER OWNERSHIP OF THAT INTEREST.

There was no court action or agreement among the parties in dispute that were adverse to the real estate interest Kristin Gilpatrick conveyed to Plaintiff Dennis Gilpatrick by quitclaim deed dated December 1, 2023 and recorded December 6, 2023 [Quitclaim][The Record]. No novation exist because Plaintiff Dennis Gilpatrick's former spouse, Kristin Gilpatrick, was a necessary party to any novation of the contract and she was not a party to the month-to-month rental agreement between Plaintiff Dennis Gilpatrick and Defendant Gregory Lucas. "A novation is an agreement between all parties concerned for the substitution of a new obligation between the parties with the intent to extinguish the old obligation." *Wayne Dalton Corp. v. Acme Doors, Inc.*, 302 S.C. 93 , 96, 394 S.E.2d 5, 7 (Ct.App. 1990) (citing *Ophuls & Hill, Inc. v. Carolina Ice & Fuel Co.*, 160 S.C. 441 , 158 S.E. 824 (1931); *Moore v. Weinberg*, 373 S.C. 209, 644 S.E.2d 740 (S.C. App. 2007).

The deed itself indicates that the right was intended to have been conveyed at the divorce, however, the right was not conveyed at that time and conveyance did not take

place until December 1, 2023 [Quitclaim Deed].

- III. BECAUSE INSTALLMENT LAND SALE CONTRACTS ARE SIMILAR TO MORTGAGES IN THEIR RIGHT OF REDEMPTION IN SOUTH CAROLINA IT AFFORDS THE OWNER, PLAINTIFF DENNIS GILPATRICK, OF WHAT WAS KRISTIN GILPATROICK'S ONE-HALF ($\frac{1}{2}$) INTEREST OF AN EQUITY OF REDEMPTION IN THE INSTALLMENT LAND SALE CONTRACT, THE MASTER ERRED IN FAILING TO FIND PLAINTIFF DENNIS GILPATRICK HAD THE RIGHT TO REDEEM THE DEFAULT BY PAYING THE AMOUNT DUE BEFORE A FORECLOSURE SALE.

South Carolina courts have long recognized that the relationship between vendor and vendee in an installment land contract is analogous to that of mortgagee and mortgagor. In *Lewis v. Premium Inv. Corp.*, 351 S.C. 167, 568 S.E.2d 361 (S.C. 2002), the Supreme Court of South Carolina held that courts of equity may relieve a defaulting purchaser from a strict forfeiture provision in an Installment Land Sale Contract and provide an opportunity for redemption when equity so demand and equity so demands in this case because there is no evidence of any inequitable conduct by Kristin Gilpatrick [The Record]. Therefore, Dennis Gilpatrick has the right to redeem what was once her right.

- IV. BECAUSE KRISTIN GILPATRICK AND HER GRANTEE WITH HER RIGHT OF POSSESSION MADE PAYMENTS REQUIRED UNDER THE INSTALLMENT LAND SALE CONTRACT, THE MASTER ERRED IN FAILING TO CREDIT ALL PAYMENTS PLAINTIFF DENNIS GILPATRICK MADE TO DEFENDANT GREGORY LUCAS TO THE AMOUNT DUE FOR HER INTEREST UNDER THE INSTALLMENT LAND SALE CONTRACT .

South Carolina law provides that tenants in common each hold an undivided interest in the property, which entitles every cotenant to use and possess the entire property in common with the others,

“In the case of cotenancy as in instant case, each tenant has the right in common with a

cotenant to possession of the premises held in common and the possession of one is considered the possession of all. The occupancy of the common property by one of the cotenants is entirely consistent with the existence of the cotenancy and a recognition of the rights of the other cotenants to share the possession.” *Horne v. Cox*, 237 S.C. 41, 115 S.E.2d 513 (S.C. 1960), 515. Therefore, Kristin Gilpatrick and the grantee of her interest, Plaintiff Dennis Gilpatrick, had up until the writ of eviction the right to full possession of the property superior to that of Defendant Gregory Lucas.

Furthermore, the grantee of Kristin Gilpatrick’s right to possession, Plaintiff Dennis Gilpatrick, is entitled to credit for one-half ($\frac{1}{2}$) all rents paid for her one-half ($\frac{1}{2}$) interest to Defendant Gregory Lucas in the total amount to be credited to the purchase price of \$77,775.00, and this includes a deposit of \$8,000.00 of which \$64,425.00 is credited to the purchase price of the property [Plaintiff’s Exhibit 2][Trial Tr. 32:1 – 33:9][Trial Tr. 49:8-20].

- V. BECAUSE THERE WAS NO INEQUITABLE CONDUCT BY PLAINTIFF DENNIS GILPATRICK AFTER HE BECAME THE OWNER BY QUIT CLAIM OF KRISTIN GILPATRICK’S ONE-HALF ($\frac{1}{2}$) INTEREST, THE MASTER ERRED IN FINDING THERE WAS INEQUITABLE CONDUCT BY PLAINTIFF DENNIS GILPATRICK WITH RESPECT TO THAT INTEREST.

All of the Master’s findings of Plaintiff Dennis Gilpatrick’s inequitable conduct occurred prior to his acquisition of Kristin Gilpatrick’s interest [Master’s Order][Record].

- VI. BECAUSE THE MASTER APPLIED A GENERAL BREACH OF CONTRACT STANDARD IN REVIEWING THE FACTS RELATED TO THE NOVATION AND DETERMINING THAT PLAINTIFF DENNIS GILPATRICK’S CONDUCT WAS INEQUITABLE INSTEAD OF THE HEIGHTENED BURDEN OF PROOF ON THE LANDLORD/SELLER DEFENDANT GREGORY LUCAS SEEKING TO DEPRIVE THE BUYER/TENANT, PLAINTIFF DENNIS GILPATRICK, OF HIS EQUITY INTEREST, THE MASTER ERRED.

Novation extinguishing a right of redemption requires strict scrutiny into the unfair treatment of the tenant. Defendant Gregory Lucas's unilateral refusal to accept payments absent the so-called novation and his unilateral declaration that he would not honor the contract triggers an unfavorable view of his attempt to deprive Plaintiff Dennis Gilpatrick of his right of redemption. Persuasively, North Carolina's public policy does not look favorably upon efforts to deprive a debtor and mortgagor of real property of his equity of redemption. See *Wilson v. Fisher*, 148 N.C. 535, 62 S.E. 622, 624 (1908) (holding, *inter alia*, that agreement between debtor and creditor to waive debtor's equity of redemption is void). *Banks v. Hunter*, 251 N.C. App. 528, 796 S.E.2d 361 (N.C. App. 2017), 367.

Assuming arguendo, even if an abusive threat of litigation could constitute a peppercorn of consideration in a regular contract, in this instance it would be unconscionable to put an economically disadvantaged tenant in a particularly weak situation in light of the emotional and financial difficulties which were brought about due to his divorce. Oklahoma law persuasively holds "... a subsequent release or waiver of the equity of redemption will be sustained if supported by a sufficient consideration in the absence of fraud, oppression and undue advantage." *Haynes v. Rosenfield*, 99 Okla. 158, 225 P. 975, (1924).

- VII. BECAUSE THE MASTER DETERMINED THAT PLAINTIFF DENNIS GILPATRICK IS NOT ENTITLED TO SPECIFIC PERFORMANCE OF KRISTIN GILPATRICK'S ONE-HALF (½) INTEREST FOR FAILURE TO PAY ANY SUMS DUE PRIOR TO THE THEIR DETERMINATION AND OPPORTUNITY FOR THE REDEMPTION AMOUNT BEFORE A FORCLOSURE SALE, THE MASTER ERRED.

Logically, requiring full performance prior to a right to redeem and obtain specific performance would destroy the right of redemption afforded to tenant/purchasers in

residential installment land sale agreements.

VIII. BECAUSE ANY FAILURE TO MAINTAIN RENTAL INSURANCE OR PAY TAXES WAS NOT A MATERIAL DEFAULT, THE MASTER ERRED.

There is uncertainty as to whether or not there was a lapse in renter's insurance that was a covenant of the agreement. However, in any case, there was no claim made against the renter's insurance [Trial Tr. 29:16 – 30:4]. Defendant argues there was a lapse [Trial Tr. 104:15-20]. [Defendant's Exhibit 4] Even assuming *arguendo* that the renter's insurance lapsed, such a failure was not a material breach and there were no damages.

Plaintiff Dennis Gilpatrick either made all of the tax payments or they were waived during the relevant time period [Trial Tr. 30:9-14]. Defendant Gregory Lucas testified that Plaintiff did not pay the 2019 taxes as required by the Month-to-Month Lease [Defendant's Trial Exhibit Number 12][Trial Tr. 125:8 – 126:21]. Assuming *arguendo* some amount was due, ~~that~~ any dispute as to small amount of taxes due is not a material breach.

There was no material breach of contract by way of lapse in renter's insurance coverage, nor was there a material breach for failure to pay taxes. "A breach of contract claim warranting rescission of the contract must be so substantial and fundamental as to defeat the purpose of the contract." *Brazell v. Windsor*, 384 S.C. 512, 516-17, 682 S.E.2d 824, 826 (2009). "Thus, a rescission will not be granted for a minor or casual breach of a contract, but only for those breaches which defeat the object of the contracting parties." *Rogers v. Salisbury Brick Corp.*, 299 S.C. 141, 143-44, 382 S.E.2d 915, 917 (1989). *Palmetto Mortuary Transp., Inc. v. Knight Sys., Inc.*, 424 S.C. 444, 818 S.E.2d 724 (S.C. 2018). Therefore, any damages may be redeemed in connection with the right of

redemption.

IX. BECAUSE THE FILING OF THE LIS PENDENS WAS NOT MALICIOUS PROSECUTION AND ABUSE OF PROCESS, THE MASTER ERRED IN SO FINDING.

The filing of the Lis pendens is legitimate because it is authorized under S.C. Law in cases such as these. SC Code § 15-11-10.

In any case, the notice of pendency is not a lien or encumbrance; it is merely a notice to refer to the pleadings on file which show the actual terms of the Residential Lease-Purchase Agreement and the record title and, therefore, discloses the issues in the pending litigation, particularly the “approx. 2 acres,” which was handwritten in the Residential Lease-Purchase Agreement and the four (4) acres reflected in the property’s record title and in Plaintiff Dennis Gilpatrick’s lis pendens. The purpose of a notice of pendency of an action is to inform a purchaser or encumbrancer that a particular piece of real property is subject to litigation. *Shelley Constr. Co. v. Sea Garden Homes, Inc.*, 287 S.C. 24, 336 S.E.2d 488 (Ct.App. 1985); *Wooten v. Seanch*, 187 S.C. 219, 196 S.E. 877 (1938); *Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 567 S.E.2d 881 (S.C. App. 2002).

The filing of a Lis pendens is absolutely privileged. “... the filing of a lis pendens is *ABSOLUTELY* privileged in South Carolina. The filing of a lis pendens enjoys the absolute privilege accorded to judicial proceedings.” *Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 567 S.E.2d 881 (S.C. App. 2002) [*emphasis in original*].

CONCLUSION

For the reasons stated above, this Court of Appeals should:

1. Reverse of the judgment denying specific performance as to the one-half (½) interest of

2. Kristin Gilpatrick under the Installment Land Sale Contract conveyed to Plaintiff Dennis Gilpatrick dated December 1, 2023 and recorded December 6, 2023;
3. Reverse of the finding that there was any malicious prosecution or abuse of process in the filing of the lis pendens;
4. Reverse the judgment granting damages to Defendant Gregory Lucas for rents in the sum of \$30,600.00;
5. Remand the case to the Master-in-Equity to determine the amount due Plaintiff Dennis Gilpatrick for loss of use of the one-half ($\frac{1}{2}$) interest of the real property conveyed from Kristin Gilpatrick, net any sums remaining due under the right of redemption under the Installment Land Sale Contract and enter damages for that amount against Defendant Gregory Lucas; and,
6. Order transfer of a one-half ($\frac{1}{2}$) interest in the property described as 117 Noah Lucas Road from Defendant Gregory Lucas to Plaintiff Dennis Gilpatrick.

Respectfully submitted,

October 24, 2025

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Dec 11 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Court of Common Pleas

James O. Spence, Circuit Court Judge

Case No. 2022-CP-3202217

Dennis Gilpatrick.....Appellant,

v.

Gregory Lucas.....Respondent.

Appellate Case No. 2025-001607

PROOF OF SERVICE

I certify that I have served the MOTION TO REMAND on Gregory Lucas by sending a copy via e-mail to his attorney of record, Theodore von Keller, at ted@crawfordvk.com on December 11, 2025.

December 11, 2025

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