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SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
 COUNTY OF SALUDA)
)
 Hugh Parks Price,)
)
 Plaintiff,)
)
 vs.)
)
 Lisa Lee Molstad,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2025-CP-41-00100

ORDER DENYING APPEAL

This matter came before the Court on Appeal of the issuance of a writ of eviction issued from the Saluda County Magistrate Court. Appellant filed this appeal on or about May 1, 2025. All matters as to filing, notice, service, waiting periods for time to respond have been met. The Magistrate filed a Return on May 21, 2025. The Appeal was initially heard on August 11, 2025, however, the Court did not have sufficient information contained in the Magistrate's Return to make a ruling. The matter was continued by the Court and the Magistrate was instructed by the Court an Order to file a Supplemental Return. The Magistrate filed a Supplemental Return on August 12, 2025.

This matter was then set for a hearing on November 20, 2025. Present at the hearing was Appellant, Hugh Price, representing himself. Respondent, Lisa Molstad, did not appear but was represented by her Counsel, Christian G. Spradley. All parties consented to this matter being heard virtually via WebEx. After all parties having an opportunity to be fully heard on the record and the Court's review of the file, I make the following findings of fact and conclusions of law.

Appellant argued that the Magistrate erred in ordering him to pay disputed rent. He further argued that the Magistrate failed to take evidence that the rent had previously been paid. Appellant

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claimed that he had previously pre-paid rent and that it was incorrect for the Magistrate to direct him to pay a claimed amount.

Respondent argues that the Magistrate followed the South Carolina Code of Laws, 1976, as amended and that Appellant's appeal is moot as the term of the lease he claims a right under has ended.

The Return of the Magistrate clearly shows that the lower Court allowed Appellant five (5) days within which to prove the pre-payment of the rents. If Appellant failed to show proof, he was directed to pay the rent due to the Respondent. The Magistrate further stated "it was stressed that the failure to provide a receipt, proof of payment, or to make payment in the allotted time frame would result in the case being removed from the trial docket and the writ would be issued." Appellant failed to show proof or to make payment and the Writ of Ejectment was issued. This was in compliance with the governing statutes and I can find no fault in the actions of the Magistrate.

Further, it appears that the term of the lease at issue in this matter ended on May 31, 2025. The termination of the lease on its face renders this appeal moot.

IT IS THEREFORE ORDERED that this appeal is **DENIED** and the prior decision upheld for the above reasons.

IT IS SO ORDERED!

The Donald B. Hocker
Judge Circuit Court

Saluda, South Carolina

_____, 2025.