

IN THE SOUTH CAROLINA COURT OF APPEALS
Appeal from Sumter County
Michael Jordan, Master-In-Equity

Appellate Case No. 2025-002454

Robert Jones and Jessica Jones, Respondents

v.

Aaron Quinzy and Charles Smith, Defendants

Of whom Aaron Quinzy is the Appellant

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Jan 14 2026

SC Court of Appeals

RESPONSE TO MOTION FOR STAY

s/Stephanie Weissenstein
Stephanie Weissenstein, SC Bar 72604
Dial Grimm Rupert, LLC
121 Executive Center Dr. Ste 218
Columbia, SC 29210
Or
106 Broad Street
Sumter, South Carolina 29150
803 828 7661
Attorney for Respondents

The Appellant seeks an automatic stay of an order requiring the transfer of real property. This motion should be denied because movant cannot demonstrate irreparable harm and good cause exists to deny the stay. Under South Carolina law, the standards for obtaining a stay are stringent, and movant has failed to meet the requisite burden.

Brief Statement of the Facts

The record will reflect that subject to a mortgage of record, Respondents Robert and Jessica Jones owned real property generally described as approximately 2.23 acres on 2804 Kolb Road, in Sumter, South Carolina, with a 28x76 mobile home and a 16x32

outbuilding. (See the Order, generally, and ¶15)¹. The Joneses entered a Lease to Own Contract dated November 17, 2016, with Aaron Quinzy related to property, which was not recorded in the Office of the Register of Deeds (herein, “the Contract”). (Order ¶4 and ¶5) Pursuant to the Contract, Appellant Quinzy was to pay monthly payments of \$750.00 to Respondents Jones by the 10th of each month, plus late fees and required maintenance on the property. (Order ¶6).

The mobile home and storage building located on the property at the time of contract were subsequently destroyed by two fires: the first was in February of 2024; and second fire occurred on the property over Labor Day in 2024. (Order ¶17). Both the home and the outbuilding are considered a “total loss” according to the testimony given at the trial. *Id.* After the fires, Appellant parked a camper on the property. (Order ¶8). At the time of the hearing, however, Appellant had “stopped making payments and **currently does not reside on the property.**” (Order ¶15)(emphasis added).

Despite Mr. Quinzy’s delinquency, the Joneses agreed, verbally, that Mr. Quinzy could purchase the land for \$27,000.00, to be paid in full by April 1, 2025, but Quinzy did not make any payments towards the purchase. (Order ¶9).

At the time of the hearing in this case, “the value of the property in its current condition was less than the balance on the debt owed by [Respondents] on the mortgage.” (Order ¶18). The Court found that Appellant has an equity of redemption by virtue of his significant payments made to [Respondents] since 2016, his improvements on the

¹ References herein to “Order” means the Order from the Master in Equity for Sumter County filed November 24, 2025, in this matter.

property and maintenance of the property. (Order ¶23), which could be resolved by Appellant's payment of the balance due on [Respondent's] mortgage" within thirty (30) days of the Order (Order ¶¶24 and 25) and payment of back-rent to Respondent of \$12,000.00. (Order ¶26). If Appellant is unwilling or "unable to comply with the conditions and time periods set forth in my Findings of Fact, any occupants shall vacate the premises and reserve their items of personal property. . ." (Order ¶c).

Statement of the Case

Appellant's motion to stay the enforcement of the Master's order, particularly as to the requirement that Appellant vacate the property, should be denied because the Appellant failed to set forth what "irreparable harm" he would suffer and balancing the equities between the parties favors enforcing the Order for Respondents.

First, evidence establishes the home on the property was destroyed by fire and rendered uninhabitable. Second, after receiving evidence and testimony from all the parties, *including Appellant Quinzy*, the Master-In-Equity found **Appellant Quinzy "currently does not reside on the property."** (Order ¶15)(emphasis added). The Appellant will therefore not be "homeless" if the Order is enforced.

While Rule 241 of the South Carolina Appellate Court Rules establishes that service of a notice of appeal in a civil matter acts to automatically stay the relief ordered in the appealed order, there are exceptions to the general rule. Rule 241(b)(4) states, "judgments directing the sale *or delivery of possession of real property* as provided in S.C. Code Ann. § 18-9-170" are not stayed pending appeal. (emphasis added). Rule 241(b)(4), SCACR. Section 18-9-170 states that if a judgment directs the sale or delivery of

possession of real property, the execution of the judgment is not stayed unless the appellant executes a written undertaking with two sureties. The undertaking must ensure that the appellant will not commit waste on the property and will pay for its use and occupation if the judgment is affirmed. This provision underscores the necessity of a bond to stay execution in such cases. S.C. Code Ann. § 18-9-170.

Appellant Quinzy has not made any payments to Respondents for the real property for nearly two years, even though Respondents are obligated to make payments on the Note/Mortgage attached to the property. The Master-In-Equity offered Quinzy a few options for keeping his interest in/possession of the property while protecting the interests of the Joneses. Quinzy did not undertake to satisfy either option. Compliance with specific statutory requirements, such as the execution of a bond or undertaking, is necessary to obtain a stay. The Appellant has not taken action to execute a bond or undertaking, on information or belief.

Appellant claims that failing to grant the stay may render his appeal moot. However, even though Appellant no longer resides on the property, Appellant did not voluntarily deliver possession of the real property to Respondents, but rather, was court-ordered to do so. A ruling by this court in favor of Respondent could put Respondent back in possession. *See, Skydive Myrtle Beach, Inc. v. Horry Cty.*, 428 S.C. 638, 837 SE2d 485 (2020).

Granting a stay in this matter is akin to granting a temporary injunction against the Respondents, who are upside down on their mortgage. The court must balance the equities by weighing the harm resulting from granting the stay against the harm of

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denying it and determine who will suffer the greater harm. "The issuance of an injunction depends upon the equities between the parties and if great injury will be done to the [party sought to be enjoined] with little benefit to the other party, it is proper for the trial court to deny equitable relief. *Kneale v Bonds*, 317 S.C. at 268, 452 S.E.2d at 843 (Ct. App. 1994). The court must balance the equities between the parties; and if the harm to the [Respondents] outweighs the [Appellant]'s benefit, no relief will be granted." *Sea Pines Plantation Co. v. Wells*, 294 S.C. 266, 274, 363 S.E.2d 891, 896 (1987).

Conclusion

The record in this case establishes the real property is "underwater", that Appellant cannot afford to buy the real property from Respondents or to otherwise satisfy the Respondent's mortgage obligation, and that Appellant cannot, or will not, pay Respondent rent in exchange for possession of the property adequate for Respondent to remain compliant with Respondent's mortgage. Since movant has not demonstrated irreparable harm and since granting the stay could cause significant prejudice to Respondents Jones who are entitled to the benefits of the court's order, the balance of equities weighs against granting the stay.

For the foregoing reasons, movant's motion for automatic stay should be denied.

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CERTIFICATE OF SERVICE OF RESPONSE TO MOTION FOR STAY

The undersigned hereby affirms she did, this 14th day of January 2026, serve Appellant Aaron Quinzy with Respondents Jones' Reply to the Motion for Stay by email to quinzy.aaron1983@gmail.com and by mailing the document to him, with proper postage affixed, addressed as follows:

Aaron Quinzy

2804 Kolb Road

Sumter, SC 29154

s/Stephanie Weissenstein

Stephanie Weissenstein, SC Bar 72604

Dial Grimm Rupert, LLC

121 Executive Center Dr. Ste 218

Columbia, SC 29210

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106 Broad Street

Sumter, South Carolina 29150

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