

STATE OF SOUTH CAROLINA ) IN THE CIRCUIT COURT  
COUNTY OF LAURENS ) C.A. NO. 2025CP~~41100~~

4100100 (HP)

\_\_\_\_\_  
LISA MOLSTAD )  
Plaintiff(s), )  
versus )  
HUGH PRICE )  
Defendant(s). )  
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RECEIVED  
JAN 30 2026  
SC Court of Appeals

H E A R I N G

Before The Honorable Donald B. Hocker

DATE: November 20, 2025  
LOCATION: South Carolina Circuit Court 8  
TRANSCRIBED BY: Jane Daniel

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## 1 APPEARANCES:

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3 Moore Bradley Myers, PA

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5 110 S. Main St.

6 Saluda, SC 29138

7 Attorney for the Plaintiff,

8

9

10 HUGH PRICE, Pro Se

11 Attorney for the Defendant,

12

13

## 14 ALSO PRESENT:

15 MICHAEL LAUBSHIRE, Esquire

16 The Laubshire Law Firm

17 459 St. Andrews Rd.

18 Columbia, SC 29210

19 Standby Attorney for the Defendant,

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EXHIBITS

(None Marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL  
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

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## PROCEEDINGS

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THE COURT: Okay. Let me call the case on the -- the other case. This is the case of Lisa Molstad v. Hugh Price. Hugh Price being the appellant, Lisa Molstad being the respondent 2025CP41100. 4100100 (HP)

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Ms. Molstad is represented by Chris Spradley. And Mr. Price is pro se. However, Michael Laubshire is in attendance and is standing or is in the capacity of standby counsel for any sort of assistance that he may provide to Mr. Price.

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Mr. Price, I just -- I'm asking for a summary. We're not going to retry the case. I don't want you to tell me everything that is in the file and even though I thought the first case I would take under advisement I think I will take this one under advisement, just -- so just summarize and highlight your position for me.

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I understand this is a standard ejection eviction action, and you have appealed the order of ejection. So I'll be glad to hear from you, sir.

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MR. PRICE: Oh, yes, your Honor. Can you hear me okay?

THE COURT: I can -- I can hear you just fine.

MR. PRICE: Okay. Thank you very much. This -- this hearing was held also pro se. I was a pro se defendant and the plaintiff was also pro se. And she brought an eviction hearing against me and claimed that -- that the rent had not been paid. This lease was generated on June 1st, 2023. It

1 was part of a contract of sale for another property that this  
2 lease was contained on.

3 In other words, two acres of this -- of this property  
4 was leased for two years as a transitional property. And it  
5 was a -- it was integral to the contract of sale that I was  
6 able to have a lease for two years, and there was a monetary  
7 adjustment made to the purchase price in order to compensate  
8 the -- the new owner who became the landlord for the lease  
9 for two years.

10 The -- the stipulation was that the lease would be for  
11 \$50 a year prepaid in advance, and it was prepaid at the  
12 closing as part of the contract. So, Ms. Molstad was given  
13 \$100 for a -- a two year prepaid lease at the closing.

14 However, she immediately began eviction actions against  
15 me. She arrived on the property on June 23rd in 2023. And  
16 on June 26th, she began the first of several eviction actions  
17 against me, just three days after arriving.

18 Anyway, this -- that case was recused from the Saluda  
19 summary court. It ended in 221. And I've -- I've filed some  
20 supplemental documents that -- that show the -- the recusal  
21 order from, it was Chief Beatty at the time had issued the  
22 recusal order. So that case was assigned to Judge Morgan.  
23 It was heard and settled on December 11th, 2023.

24 I continued to live on the property or to at least hold  
25 the lease until I was again served with an eviction hearing

1 notice, writ of ejectment. I was served in sometime in  
2 February or March, and we had the hearing on March 31st,  
3 2025.

4 At that hearing, Ms. Molstad stated that I had not paid  
5 the rent and she was evicting me for lack of -- of payment of  
6 the rent. And she claimed that the rent had been due on May  
7 29th, 2024, and that she had not received the \$50 at that  
8 time.

9 Judge Freeman was hearing the case, even though he had  
10 recused himself from the exact same type of case, the same  
11 parties previously two years before, well, a year and a half  
12 before. And I was told that this hearing was just to  
13 establish my request for a jury trial. And -- but somehow he  
14 ended up putting us both under oath.

15 And Lisa Molstad said, I -- I -- that she accused me of  
16 not paying my \$50 rent 10 and a half months earlier. And --  
17 and I was under oath, and I said that I did pay her the \$100  
18 at the closing itself, and that was part of the lease. And  
19 that the lease itself was the -- was the receipt because it  
20 states on the lease that it was to be prepaid, this two-year  
21 lease.

22 So Judge Freeman seemed hesitant to move forward  
23 because we had a plaintiff and a defendant directly  
24 contradicting each other. And I -- I let judge Freeman know  
25 that I had a witness who had -- had been at the closing.

1           My mother was there, and she's the one that sold the  
2 property to Molstad. But Judge Freeman would not allow me to  
3 have her as a witness. And he's addressed this in his return  
4 now. He said that it wasn't necessary to hear my mother as a  
5 witness.

6           So -- but then he looked at the lease and he said, "Who  
7 are these two other signatures?" And one was the attorney  
8 that did the closing, Brad Brody. And he had witnessed the  
9 -- the lease. And his assistant, who's also an attorney,  
10 Madison Chapel, she had also signed it. So Judge Freeman  
11 asked if we could get a receipt for the -- for the signing  
12 from those people that they were witnesses, and could I  
13 contact them and get a receipt somehow.

14           So I did reach out to Brad Brody, the closing attorney,  
15 and he assured me he would be contacting the summary court.  
16 He said he would call Judge Freeman directly because Judge  
17 Freeman was requesting that I -- that the rent be current and  
18 paid before he could assign me a jury trial.

19           And -- however, Brad Brody failed to to contact Judge  
20 Freeman. And in the transcript, which I have -- I did supply  
21 to you for when you're going to look this in -- over under  
22 consideration, you'll -- you'll see all -- how the hearing  
23 actually went.

24           But in Judge Freeman's supplemental return, he was  
25 ordered to do a supplemental return by Judge Keesley on

1 August 11th, 2025. And he did supply it the next day, August  
2 12th, 2025. But he said that he had asked if the witness had  
3 a receipt, and there was no answer. But Judge Freeman didn't  
4 ask anything about the witness.

5 And I told him I had a witness there. He just  
6 basically ignored the -- the -- what I had raised, that I had  
7 a witness who was at the table at the closing, and he just  
8 requested that I get a receipt from the other two witnesses  
9 that were on the lease. But again, the lease itself was the  
10 receipt.

11 Anyway, there was -- there was a lot of, you know  
12 strange things about this hearing. You know, I -- I am  
13 seeking relief. What I wanted was a -- a jury trial because  
14 Ms. Molstad has made multiple attempts to evict me and using  
15 Christian Spradley as her attorney and as a plaintiff, her --  
16 her being a plaintiff in multiple eviction actions.

17 And -- and again, I'd like to point out that Judge  
18 Freeman had refused himself from a case exactly like this,  
19 the same parties, and -- and then he chose to hear this --,  
20 hear this case.

21 But we did -- I didn't expect it to be a hearing and a  
22 full trial. I was requesting a jury trial, so I didn't  
23 object to him just establishing the right to a jury trial.  
24 But apparently things got off track.

25 So the next thing -- and he had told me that if I

1 didn't bring in sufficient evidence that he would notify me,  
2 I'm speaking about Judge Freeman said he would let me know if  
3 my evidence was insufficient, but no one ever told me that my  
4 evidence was insufficient, that Brad Brody hadn't taken care  
5 of it. And the next thing I -- I know Judge Freeman had  
6 issued a writ of eviction.

7           And so there's -- there's a few things going on there.  
8 You know, I thought I had the right to present a witness,  
9 especially in the -- in the courtroom, and she just happened  
10 to be there, my mother. I thought I had -- I -- I would like  
11 to have the right to cross-examine the -- the plaintiff,  
12 well, who is now the respondent. I would like to have proper  
13 notice of any alleged discrepancies before I'm evicted.

14           Or I guess -- I guess the only thing left to discuss is  
15 Judge Freeman was talking about a bond procedure. Because  
16 apparently there is a law where you have to be current in  
17 your rent before you could have a jury trial, and you need to  
18 stay current with your rent.

19           And so -- but Judge Freeman, he -- what he did was he  
20 instructed me if I couldn't produce a receipt, even though I  
21 could produce witnesses, he instructed me to repay the \$50 to  
22 the plaintiff, Lisa Molstad. And I felt that that was not  
23 actually a -- that wasn't a bond. And I filed a request to  
24 pay a bond to the Court, which he denied.

25           But when I spoke with court administration, they said

1 that what he had done -- what he should have done, is since  
2 the rent was contested to order me to pay a bond until we  
3 could have a jury trial, and I would've been willing to do  
4 that.

5 This is not a large amount of money. This is -- this  
6 is only \$50, and it was prepaid two years in advance. Now  
7 \$50 a year. This is not an issue of money. So -- but I felt  
8 that Judge Freeman ordering me to repay the rent that I had  
9 already paid would set a bad legal precedent for myself and  
10 would actually somehow indict me that I had not paid my rent,  
11 which would've given her valid grounds for eviction.

12 But I pointed out that why did she wait 10 months to  
13 say I hadn't paid my rent that was due May 29th according to  
14 her 2024 or May 31st, 2024, why would she wait until February  
15 18th to say I hadn't paid that rent.

16 And there was just a lot of anomalies and inaccuracies  
17 and inconsistencies in this trial. I felt like -- I felt  
18 like that it was full of misprocessing. And I -- I mean, I  
19 guess that's all I have to say, and you're taking it under  
20 advisement.

21 But I also prepared a brief as best as I could, and  
22 tried to supply some -- some case law, especially regarding  
23 the SC code 27-40790 concerning bond and rent payment  
24 procedures in order to preserve the right to a jury trial.  
25 And -- and I guess that's about it, your Honor. I'm sorry if

1 I wasn't succinct enough or if I rambled.

2 THE COURT: No, you -- you're fine. Thank you, Mr.  
3 Price. Thank you very much. Mr. Spradley, you want to  
4 respond, sir?

5 MR. SPRADLEY: Yes, your Honor. Under 27-37-155, the  
6 magistrate followed the procedure to the letter. It actually  
7 says that when there is a dispute between the landlord and  
8 the tenant, that the Court is to hold a hearing and to set a  
9 bond.

10 That is exactly with the hearing that Mr. Price is  
11 describing. And the judge did not say Mr. Price had to pay  
12 that to Ms. Molstad. He said he could pay Ms. Molstad or  
13 bring it to the Court. That's in the return.

14 And that's exactly what the -- that's exactly what the  
15 statute says. Mr. Price is shaking his head no. But your  
16 Honor, you need to read both returns, the first return and  
17 the amended return. The information is in there as exactly  
18 what the Court did.

19 Mr. Price is doing a lot of talking about recusal, but  
20 he admits that he did not object to Judge Freeman hearing  
21 this case. And in the amended return, Judge Freeman answers  
22 why he did not recuse himself.

23 It wasn't because of the parties that he recused  
24 himself previously. It was because he knew the facts  
25 previously and that's why he had previously recused himself.

1 He did not feel there was any need to recuse himself in this  
2 case, your Honor.

3           Essentially what happened when Mr. Price failed to pay  
4 the bond and failed to pay -- to show proof under the  
5 statute, it says "If the Court orders the tenant to pay rent  
6 due and accruing as of and during the dependency of the  
7 action as provided by 23 -- 27-37-150, and this section, the  
8 Court may -- or may require the payment to be made to the  
9 landlord or to the magistrate's office.

10           If the tenant fails to make payment as provided in this  
11 section, the landlord -- to the landlord to execution of the  
12 judgment for possession of and upon application of a  
13 landlord, the match shall issue a warrant of ejectment and  
14 the landlord must be placed in full possession of the  
15 premises by the sheriff."

16           That is exactly what happened. There was a bond  
17 hearing. Mr. Price failed to pay the bond or show proof,  
18 written proof, not a witness as ordered by the Court. When  
19 he failed to do that within the time set by the Court, the  
20 Court then did the writ of ejectment following the statute  
21 exactly, your Honor. And beyond that, your Honor, Mr.  
22 Price's lease ran out this past summer. This appeal is moot.

23           THE COURT: All right. Thank you, Mr. Spradley. And  
24 I'm going to -- let me read what has been filed and I will  
25 let y'all know of a ruling hopefully -- hopefully soon. Of

1 course, I've got Mr. Spradley's email and I think Mr. Price,  
2 I have your email because you have been emailing maybe the  
3 last couple days about -- issue about getting on and that  
4 sort of thing. So I think I've got your email address too.  
5 So let me take a look at this and I will be back in touch as  
6 soon as possible.

7 MR. PRICE: Your Honor, may I say one last thing?

8 THE COURT: Yes.

9 MR. PRICE: I did supply the transcript from the  
10 hearing and you'll see that Judge Freeman directed me to pay  
11 the defendant directly through Venmo and or PayPal or  
12 something. He directed me to pay her directly. He did not  
13 say to pay the Court or give me that option.

14 THE COURT: Okay. Okay.

15 MR. SPRADLEY: And your Honor, if he did, that's still  
16 within the statute.

17 THE COURT: Okay. All right. Thank you very much.  
18 I'll be back in touch.

19 MR. LAUBSHIRE: Can I -- can I be heard on one quick  
20 thing?

21 THE COURT: Sure. Yeah. Mr. Laubshire.

22 MR. LAUBSHIRE: I just have one quick thing for Mr.  
23 Spradley. I want to make sure I put this in the order  
24 correctly. You -- you cited State v. Johnson, but I started  
25 to write down the site and I want to make sure I got the

1 right one. I have -- I have the case, but I want to make  
2 sure I've got the right case.

3 MR. SPRADLEY: I got 338 South Carolina 114.

4 MR. LAUBSHIRE: That's what I had. Thank you very  
5 much. Thank you, Judge, for the opportunity to --

6 THE COURT: Okay.

7 MR. LAUBSHIRE: -- ask that question.

8 THE COURT: Thank -- thank you guys. Y'all have a --  
9 have a good rest of your day.

10 MR. SPRADLEY: Thank you, your Honor.

11 MR. PRICE: Thank you, your Honor.

12 THE COURT: Thank you.

13 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING IS CONCLUDED)

RECEIVED<sup>15</sup>

JAN 30 2026

SC Court of Appeals

CERTIFICATE OF TRANSCRIBER

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I, JANE DANIEL, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had, and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 8 of Laurens County, South Carolina, on November 20, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

Jane Daniel

January 6, 2026

JANE DANIEL

TRANSCRIBER