

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
SMC WESCOTT LLC d/b/a)
COVEY HOMES WESCOTT,)
)
Plaintiff(s)/Respondent,)
)
vs.)
)
ALLISON & JAYLEN COAXUM,)
)
)
)
Defendant(s)/Appellant.)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2024-CP-18-01500

RECEIVED

Feb 03 2026

SC Court of Appeals

ORDER SETTING BOND TO STAY
EXECUTION ON APPEAL FOR
APPELLATE CASE NO. 2025-001613

On or about July 25, 2024, Plaintiff(s) filed an application for ejectment (i.e., eviction) action against Defendant(s) (2024CV1810304300) on grounds of nonpayment of rent.

On or about August 21, 2024, a Show Cause Hearing was held, resulting in the magistrate court ruling, per the Return of Appeal dated December 19, 2024, that Defendant(s) “presented no evidence showing why rent was withheld or that legal action was taken due to [Plaintiff(s)] failure to remedy those problems” and “the parties have an established landlord/tenant relationship, and the [Defendant(s)] has failed to pay rent. Notice was properly provided, and the [c]ourt find[s] in the [Plaintiff(s)] favor and issued a writ of ejectment ordering the [Defendant(s)] to vacate.”

On or about September 11, 2024, Defendant(s) appealed the above-referenced magistrate court ruling to the circuit court (2024CP1801500).

On or about September 25, 2024, Defendant(s) signed a Bond to Stay Execution on Appeal in relation to the appeal to the circuit court, obligating Defendant(s) to pay \$2,015.00 due on the first day of each month – if Defendant(s) were to fail to make any payments within five (5) days of the due date, upon application of the Plaintiff(s), the stay of execution shall dissolve, the appeal to the circuit court on issues dealing with possession must be dismissed and the Sheriff may dispossess the

Defendant(s).

On or about June 19, 2025, Defendant(s) appeal of the above-referenced magistrate court ruling was heard, resulting in the circuit court ruling, per the Form 4 / order dated August 7, 2025, that regarding the ruling of the magistrate court, “[u]pon review of the record, the [c]ourt finds no error of law nor fact and upholds the ruling of the lower court.”

On or about August 13, 2025, Defendant(s) appealed the above-referenced circuit court ruling to the court of appeals (2025001613) and requested a motion to stay and determination of any appeal bond regarding the circuit court ruling.

On or about November 4, 2025, the court of appeals issued an order granting a temporary stay of the circuit court ruling and remanding the case to the circuit court for a hearing on Defendant(s) motion to stay and determination of any appeal bond.

On or about November 17, 2025, a bond to stay hearing was held by the circuit court, in reference to which the parties presented their respective positions to the circuit court. Plaintiff(s) appeared with counsel, Sean M. Tropea. Defendant(s) appeared *pro se*.

As Defendant(s) have previously and voluntarily agreed to pay, via the Bond to Stay Execution on Appeal in relation to the appeal to the circuit court, bond in the amount of \$2,015.00, under circumstances where that Bond to Stay Execution on Appeal in relation to the appeal to the circuit court was set in the same month when said appeal to the circuit court was made, it stands to reason that at a minimum, Defendant(s) should not have expected / prepared to be obligated to pay at least the same amount under these circumstances – here, upon information and belief provided by Plaintiff(s), Defendant(s) have not paid rent and/or bond since August, September, October, November, and December 2025, as well as January and February 2026. Although Plaintiff(s) maintain the position that Defendant(s) balance / overall obligation to Plaintiff(s) is much greater than

the amount below, a conservative estimate of Defendant(s) bond obligations based on the facts/circumstances surrounding this appeal and interpretation of pertinent authority that would, at a minimum, avoid an outcome where Defendant(s) could abuse process by filing multiple appeals and obtain the benefit of continued possession without payment for same, I find the following:

bond shall be ordered as follows: in the amount of \$12,090.00 within five (5) days of the eviction appeal bond order being issued, with \$2,015.00 to be paid by the 5th day of every month thereafter, starting in December 2025, else the appeal shall be dismissed and the appeal issue

1. Defendant(s) shall pay Plaintiff(s) in the amount of \$14,105.00 within five (5) days of this order, comprising payments for unpaid months of August, September, October, November, and December 2025, as well as January and February 2026 – if not timely/sufficiently paid, said payment shall be deemed late.
2. Defendant(s) shall pay Plaintiff(s) in the amount of \$2,105.00, due monthly on the first of the month and within five (5) days thereafter, to be paid beginning March 1, 2026 – if not timely/sufficiently paid, said payment shall be deemed late (e.g., \$2,105.00 shall be due on March 1, 2026 and considered late / non-complying if not made by March 5, 2026).
3. If Defendant(s) fail to timely and/or sufficiently make any of the aforementioned (bond) payments, upon application of the Plaintiff(s), the stay of execution shall dissolve, the appeal to the court of appeals on issues dealing with possession must be dismissed and the Sheriff may dispossess the Defendant(s); and
4. If Defendant(s) fail to comply with these terms of appeal bond, this Court shall dismiss the appeal(s) of Plaintiff(s) and facilitate issuance of the warrant of ejectment so Plaintiff(s) shall be placed in full possession of the premises for which the eviction has been sought.

IT IS SO ORDERED.